CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING

City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
June 3, 2025
7:00 p.m.

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Approval of Minutes – May 20, 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. **Crystal Lake Academy Building Landmark Application Continuation – July 15, 2025**
   b. **2025 Independence Day Parade Contribution**
   c. **Class 16 Temporary Liquor License Request – Friends of McHenry County College Foundation Event, July 27, 2025**
   d. **Marine Corps League usage of the Three Oaks Recreation Area**

10. **Special Event Request – Crystal Lake Cars and Caffeine Charity Car Show, Street Closures, and Police Department Assistance Fee Waiver – August 31, 2025**

11. **250 Lake Shore Drive – Variation into a side-yard to allow a second-story deck to encroach**

12. **Public Hearing – Ordinance Establishing the Water's Edge Business District and a 1% Business District Sales Tax for the Commercial Portion of Water's Edge**

13. **Proposal Award – Design Engineering Services and Construction Engineering Assistance for Sanitary Pump Station 6**

14. **Union Pacific Railroad Pipeline Crossing Agreement for 390 Sands Road**

    NVA Warehousing, LLC Indemnification Agreement for 390 Sands Road

15. Board and Commission Appointment – Planning and Zoning Commission

16. Board and Commission Reappointment – Library Board

17. Board and Commission Reappointment – Board of Fire and Police Commissioners

18. Designation and Auction Sale of Surplus Property

19. Council Inquiries and Requests

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

21. Reconvene to Regular Session

22. Adjourn

If special assistance is needed in order to participate in a City of Crystal Lake public meeting, please contact Melanie 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: June 3, 2025

Item: Crystal Lake Academy Building Landmark Application

Action: Continued to the July 15, 2025 regular City Council meeting, no action or discussion to occur.

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

Background:

The request would be placed on the July 15, 2025 regular City Council meeting agenda to allow additional time to explore preservation options. Therefore, there will be no action or discussion on the request.

Agenda Item No: 9b

City Council
Agenda Supplement

Meeting Date: June 3, 2025

Item: 2025 Independence Day Parade Contribution

Staff Recommendation: A motion to adopt a Resolution approving the 2025 Crystal Lake Chamber of Commerce Independence Day Parade and authorizing up to $17,100 to the Crystal Lake Chamber of Commerce for the Independence Day Parade from the Fiscal Year 2025 City Budget.

Staff Contact: Nick Hammonds, Deputy City Manager

Background:

Since 2009, the Crystal Lake Chamber of Commerce has organized and coordinated the annual Independence Day parade. In 2025, the Chamber of Commerce will again coordinate the parade and partner with the Crystal Lake Lions Club and the City to ensure that the parade tradition continues. The Lions Club will provide on-site volunteers to assist with the organization on the day of the parade. It is proposed that the parade occur on Sunday, July 6, 2025. The parade date will also correspond with the last day of the Lakeside Festival and the City's fireworks display.

Funding for the parade will be a combination of sponsorship revenue as well as a contribution from the City of Crystal Lake. The City contributed $15,000 toward the parade in 2022, and the City approved an increase to $16,800 in 2023. The Chamber requested $19,750 for the 2024 parade, with the increase including possible trolley rental for veterans participating in the parade, and the final amount paid to the Chamber after receipts were verified in 2024 was $12,402.

Lakeside Festival and Fireworks

The City Council approved the special event request for the Lakeside Festival at the May 6, 2025 City Council meeting. The Lakeside Festival dates are Thursday, July 3rd through Sunday, July 6th. Fireworks are currently planned for Sunday, July 6th. City staff will work with the fireworks vendor to coordinate the show.

Votes Required to Pass:

Simple majority.

Res. 25R-__

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that up to $17,100 is authorized to be disbursed for the 2025 parade to the Crystal Lake Chamber of Commerce for Independence Day Parade expenses.

DATED this 3rd day of June, 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Craig Haleblian, MAYOR

DRAFT

SEAL

ATTEST

_____
CITY CLERK

PASSED: June 3, 2025
APPROVED: June 3, 2025

CRYSTAL LAKE
Chamber of Commerce

Jodie Hartman, Finance Director
City of Crystal Lake
100 W. Municipal Complex
P.O. Box 597
Crystal Lake, IL 60039-0597

May 23, 2025

Dear Jodie,

As in previous years, the Crystal Lake Chamber of Commerce respectfully requests reimbursement for expenses related to the Independence Day parade scheduled for July 6, 2025. Items included in the request for reimbursement are included in the event budget and are as follows:

Entertainment	$13,000
Prizes	$ 1,600
Brunch	$ 1,200
Donation to Lions Club	$ 1,300
	$17,100

Most budgeted items are the same amount as requested in previous years. However, restaurant costs are expected to increase, and the budgeted amount is reflected in this year's request. The post-parade request for reimbursement will include documentation for the expenses and will not exceed the requested amount.

The Crystal Lake Chamber of Commerce looks forward to working with City staff and members of the Lions Club to produce another outstanding parade and, as always, we appreciate the City's support for this event!

Sincerely,

Catherine Peterson

Catherine Peterson
President/CEO
Crystal Lake Chamber of Commerce
cpeterson@clchamber.com

Agenda Item No: 9c

City Council
Agenda Supplement

Meeting Date: June 3, 2025

Item: Class 16 Temporary Liquor License Request –
Friends of McHenry County College Foundation Event, Sunday, July 27, 2025

Staff Recommendation: Motion to approve issuance of a Class 16 Temporary Liquor License to the Friend of McHenry County College Foundation Event, Sunday, July 27, 2025

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

Background:

The City has received a request from the Friend of McHenry County College Foundation for the issuance of a Class 16 Temporary Liquor License in order to sell beer and wine at their event being held at McHenry County College (MCC), located at 8900 U.S. Route 14 on Sunday, July 27, 2025 from noon to 5:00 p.m.

It should be noted this is the first time this event is being held on the MCC campus. A Class 16 Temporary Liquor License is needed as even though MCC holds a liquor license, the Foundation is a separate entity, and cannot operate under MCC's license.

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 Friend of McHenry County College Foundation
(Must be not-for-profit organization)

Address 8900 U.S. Highway 14, CL, IL 60012 Phone Number 815-479-7510

2. Organization Contact Information:
Name: Brian DiBona
Address: MCC, 8900 U.S. Highway 14, CL, IL 60012
Email: bdibona@mchenry.edu
Phone Number: 815-479-7510

3. Location where beer and wine will be sold:
MCC,8900 U.S. Highway 14, CL, IL 60012 Parking Lot E

4. Dates of the event (**not to exceed three (3) days**): Sunday, July 27, 2025

5. Hours of operation: Noon - 5 pm (setup and tear-down will take place 2 hours prior/after)

6. Describe the type of crowd and traffic control licensee will utilize. MCC police department will be providing crowd and traffic control.

7. Describe plan for refuse pickup. MCC will provide garbage cans and dump waste into the College's dumpsters. Garbage will be picked up Monday by the College's waste collector.

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.

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: Brian DiBona
Title: Executive Director, Friends of MCC Foundation
Date: May 9, 2025

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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/26/2024

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

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

PRODUCER MARSH USA LLC. 155 N. WACKER, SUITE 1200 CHICAGO, IL 60661 Attn: Chicago.CertRequest@marsh.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED McHenry County College c/o Illinois Community College Risk Management Consortium 8900 US Highway 14 Crystal Lake, IL 60012	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** N/A — N/A **INSURER B :** Safety National Casualty Corporation — 15105 **INSURER C :** N/A — N/A **INSURER D :** N/A — N/A **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CHI-007481526-27 **REVISION NUMBER:** 14

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	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:			ICCRMC2024– 529	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 5,000,000 $ 100,000 $ $ $ 5,000,000 $ $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			ICCRMC2024– 529	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 5,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			PRP4055204	07/01/2024	07/01/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000

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

City of Crystal Lake is included as additional insured (except workers' compensation) where required by written contract.

The above Named Insured is a member of the Illinois Community College Risk Management Consortium, an Intergovernmental Insurance Pool.

CERTIFICATE HOLDER

City of Crystal Lake
Attn: Eric Helm
100 W. Woodstock St.
Crystal Lake, IL 60014

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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McHenry County College
Office of the President

8900 U.S. Highway 14 | Crystal Lake, Illinois 60012-2761 | (815) 455-8725

Friday, May 16, 2025

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

RE: Friends of McHenry County College Foundation Community Block Party on July 27, 2025

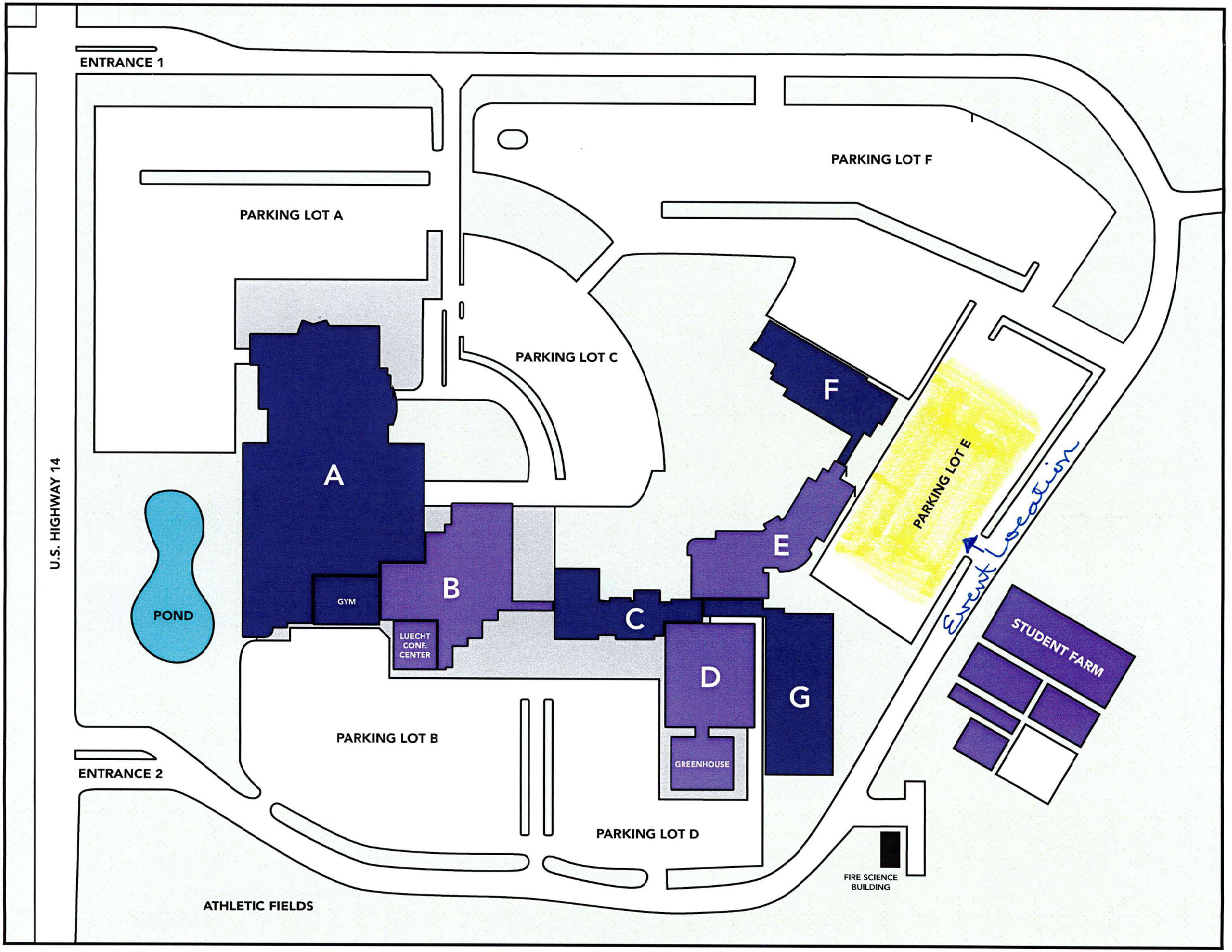
Dear Mayor Haleblian:

McHenry County College supports the Friends of MCC Foundation (FMCCF) Community Block Party on Sunday, July 27, 2025. As part of the event activities, the FMCCF has permission to use Parking Lot E on MCC's Crystal Lake main campus for beer sales from Noon–5 p.m.

If you have any questions, please feel free to contact me. Thank you for your consideration and support.

Sincerely,

Clinton E. Gabbard
President
McHenry County College


ENTRANCE 1
PARKING LOT A
PARKING LOT F
PARKING LOT C
U.S. HIGHWAY 14
A
B
C
D
E
F
G
GYM
LUECHT CONF. CENTER
POND
PARKING LOT E
Event Location
STUDENT FARM
GREENHOUSE
PARKING LOT B
ENTRANCE 2
PARKING LOT D
FIRE SCIENCE BUILDING
ATHLETIC FIELDS

Friends of McHenry County College Foundation

8900 U.S. Highway 14 | Crystal Lake, Illinois 60012-2761 | (815) 455-8721 | www.mchenry.edu/supportmcc

Friday, May 16, 2025

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

RE: Friends of McHenry County College Foundation Community Block Party on July 27, 2025

Dear Mayor Haleblian:

The Friends of McHenry College Foundation (FMCCF) is requesting approval of the issuance of a Class "16" temporary liquor license for our third annual Community Block Party. This special event was established to promote continued alumni engagement with McHenry County College, as well as to create an opportunity for students, alumni, and the community to come together and learn more about college programs and services.

The Community Block Party will be held on McHenry County College's Crystal Lake main campus at 8900 U.S. Highway 14, Crystal Lake in Parking Lot E. The event will run from Noon–5 p.m. on Sunday, July 27, 2025. As part of the event activities, block party volunteers and organizers will be selling and dispensing beer to attendees over the age of 21.

The MCC Police Department will be onsite for crowd control and to provide any support should an emergency arise.

Thank you for your consideration and support in this matter.

Sincerely,

Brian DiBona
Executive Director
Friends of MCC Foundation

Agenda Item No: 9d

City Council
Agenda Supplement

Meeting Date: June 3, 2025

Item: Marine Corps League usage of the Three Oaks Recreation Area

Council Discretion: 1) Motion to approve a waiver of fees for the Marine Corps League's June 17, 2025 fishing derby event request at the Three Oaks Recreation Area

2) No action

Staff Contact: Nick Hammonds, Deputy City Manager

Background:

The McHenry County Marine Corps League out of Woodstock has held their annual fishing derby event for local disabled/disadvantaged Veterans at the Three Oaks Recreation Area since the park opened in 2011. This year, the Marine Corps League will again hold their event at the Three Oaks Recreation Area on June 17, 2025. During the event, members of the Marine Corps League and guest Veterans will utilize six Three Oaks fishing boats to participate in a fishing derby on the lake. The event will conclude with food and drinks at the main pavilion.

City staff received a request from the Marine Corps League asking that all fees for this event be waived, as in past years. From 2011 through 2024, the City Council waived the fees for row boats and non-resident parking for the event.

The following is a breakdown of estimated fees for the event:

12 vehicles x $5.00 (parking fee)	$60.00
6 - 14' Rowboats:	$144.00
Total:	**$204.00**

Votes Required to Pass:

Simple majority vote of the City Council.

Agenda Item No: 10

City Council
Agenda Supplement

Meeting Date: June 3, 2025

Item: Special Event Request, Street Closures and Police Department Assistance Fee Waiver– Crystal Lake Cars and Caffeine Charity Car Show – August 31, 2025

Recommendation: Motion to approve the Crystal Lake Cars and Caffeine Charity Car Show event, street closures, pursuant to staff recommendations, and waiver of the Police Department charge back fees (~$4,633.44)

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

Background: The applicant has applied for a Special Event to hold the Crystal Lake Cars and Caffeine Charity Car Show on Sunday, August 31, 2025, from 10:00 a.m. to 1:00 p.m. Crystal Lake Cars and Caffeine is a group that is passionate about automobiles and wants to share that passion with the community. In collaboration with the Lions Club, the event will showcase a stunning array of vehicles and downtown businesses. All proceeds from the event will be donated to the McHenry County Police Charities *Shop with a Cop* program. This is the second year that this event has been held in Crystal Lake.

City Council approval is required because the applicant is requesting permission to close off Williams Street between Woodstock Street and Crystal Lake Avenue, Brink Street between Grant and Main Streets, the Brink Street parking lot, and Ormsby Motors parking lot at the corner of Main and Brink Streets. Grant Street will be closed earlier in the day for the Crystal Lake Half Marathon, which City Council approved earlier this year, and the organizers are requesting to extend the closure for unloading and loading of the show vehicles. Letters of support and approval have been received from Downtown Crystal Lake/Main Street, Ormsby Motors and the Half Marathon organizer.

The Police Department estimates that the cost for Police Officer assistance for this event is approximately $4,633.44 based on the scope of the event.

The organizers of the event are requesting a waiver of the fee. The police assistance fee was waived for last year's event.

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

1. The approval is valid on Sunday, August 31, 2025. Street closures are approved between 10:00 a.m. and 1:00 p.m.
2. After 1:00 p.m. on August 31, 2025, all vehicles illegally parked on the street or within the Brink Street Market will be relocated or parked legally within marked parking spaces.
3. All electrical must comply with the 2017 National Electric Code.
4. The event organizers must coordinate with the Crystal Lake Public Works Department and the Crystal Lake Police Department regarding staffing, signage, and other needs for the event.
5. Advance notice shall be given to all surrounding businesses and residents and signage shall be posted advising the public of the upcoming restricted street parking and parking lot closures.
6. City owned barricades and parking cones will be used to block parking on the streets and parking lots to be used during the event.
7. Emergency vehicle access of at least 20 feet must be maintained throughout the event. Items shall not be placed on the roadway to prohibit access, and volunteers shall be available to remove barricades to all emergency vehicle access.
8. Fire hydrants shall be accessible or unobstructed.
9. A weather monitoring person is required during the event and an emergency plan shall be in place, in the event of severe weather.
10. 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.
11. 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.
12. Pop up tents, sun shades, or other types of portable tents shall be properly anchored.
13. Pre-event advertisements and event-day signage should direct motorists to the commuter lots for parking.
14. No liquor service is allowed at the event.
15. In the case of inclement weather, an alternate date can be approved by the City Manager.

The applicant has been made aware of these recommended conditions and advised to attend the June 3, 2025 City Council meeting to answer any questions.

Votes Required to Pass: A simple majority vote.

CITY OF Crystal Lake ILLINOIS

RECEIVED APR 28 2025

SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

EVENT NAME CRYSTAL LAKE CARS AND CAFFENE / CRYSTAL LAKE LIONS CLUB CHARITY CAR SHOW

EVENT LOCATION DOWNTOWN CRYSTAL LAKE - WILLIAMS & BRINK STREETS

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	

2. General Description/Purpose of the event:
CRYSTAL LAKE CARS AND CAFFENE / CRYSTAL LAKE LIONS CLUB MEMBERS AND OTHER CAR ENTHUSIASTS DISPLAY THEIR CARS WITH REGISTRATION FEES GOING TO LOCAL CHARITIES

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: APPROXIMATELY 20

9. Estimated attendance: 1,000

10. Is a "rain date" proposed? Y ☑ or N ☐ If yes, what is the rain date? Sunday 09/07/2025

ORGANIZATION INFORMATION

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

12. Name of Event Manager: MIKE GASPARITIS / ROB PARRISH

13. Contact Information for Event Manager:

Address: 5907 MARIETTA DR. CL

40 CENTER ST, CL

(Please check preferred means of contact)

Daytime phone: _____ ☐

Emergency phone: _____ ☐

Cell phone:

Email:

EVENT OPERATION

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

Set Up: 08/31/2025

Event: 08/31/2025

Dismantling: 08/31/2025

15. Hours of the event:

Set Up: 6AM-10AM

Event: 10AM-1PM

Dismantling: 1PM-2PM

CITY MANAGER'S OFFICE

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

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

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

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

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

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

_____

_____

_____

Please complete the attached Temporary Liquor License Application

COMMUNITY DEVELOPMENT

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

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

    Temporary community event signs ☒ Yes ☐ No

    Temporary neighborhood event signs ☒ Yes ☐ No

    Directional signs ☒ Yes ☐ No

    Banner ☒ Yes ☐ No

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

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

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

    Description of Products_____

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

    Name of Company_____
    Address_____
    Phone_____

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

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

    _____

    _____

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

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

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

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

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

NONE

PUBLIC WORKS

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

If yes, please complete the attached Barricade Borrowing Application

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

Specify _____

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

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

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

Signature _____ Date 04/14/2025

MIKE GASPARITIS
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

Ormsby Motors

50 Main Street — P. O. Box 220 Telephone 815-459-4566

Crystal Lake, Illinois 60014

RECEIVED
MAY 28 2025
By

To Whom It May Concern THE
Crystal Lake Lions Club has Permission
To use Ormsby Motors Lot For There
Car Show Labor Day Weekend.

Thanks
Tom Ormsby

CRYSTAL LAKE
Chamber of Commerce

May 5, 2025

Victoria Wojcik, Community Development Analyst
City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, IL 60014

Dear Ms. Wojcik,

On behalf of the Crystal Lake Chamber of Commerce, I am writing to express our wholehearted support for the second Cars and Caffeine auto show in downtown Crystal Lake on Sunday, August 31.

Last year's inaugural event was a tremendous success and generated a significant number of customers for our downtown businesses. Given the uncertain economic climate, it's more critical now than ever that organizations work together to support our local businesses.

The Crystal Lake Chamber of Commerce works closely with the Crystal Lake Lions Club on the Independence Day Parade, and we know it has the expertise and manpower to host an outstanding event.

Please do not hesitate to contact me with any questions regarding this correspondence.

Sincerely,

Catherine Peterson

Catherine Peterson, President/CEO
Crystal Lake Chamber of Commerce

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

May 24, 2025

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

Dear Mr. Helm,

I am writing on behalf of Downtown Crystal Lake/Main Street, to express our support for the car show on August 31, 2025, as organized by the Crystal Lake Cars & Caffeine club. We understand part of the request is to close off Williams Street and part of Brink Street, and we are in support of this plan.

Last year's car show was well organized and a success, and we look forward to seeing this event evolve over the years.

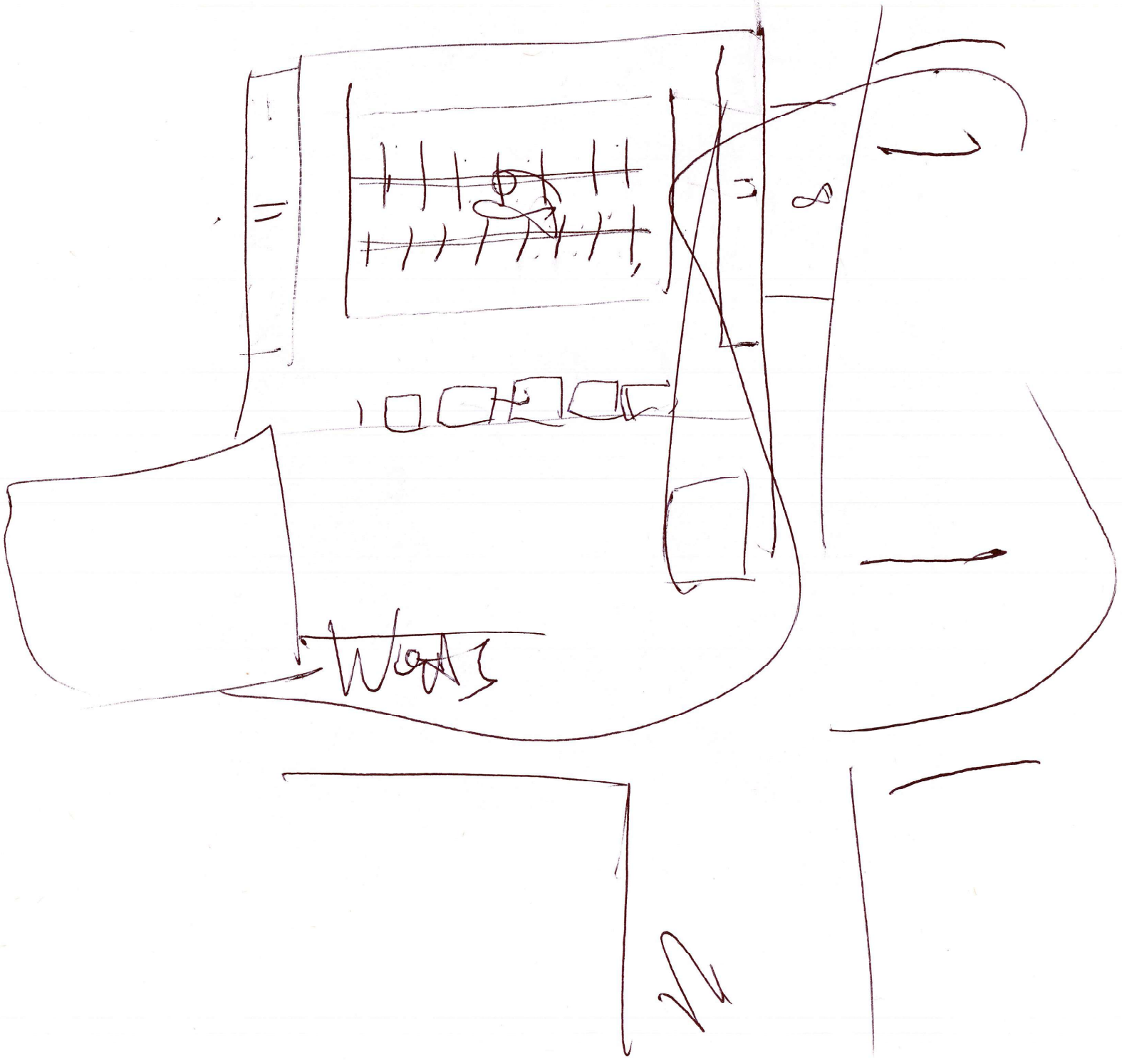
Please let me know if you have any questions or need any further information.

Sincerely,

Joy Neal
Executive Director
Downtown Crystal Lake/Main Street

½ marathon – no car show cars parked on Grant
Parking lot closed – car show parked cars & sponsor tents
Williams St closed – car show cars parked
Brink St closed – car show parked cars
Parking lot closed – car show parked cars
cones
barricades
cars out
cars in
CLPD tent
Grant St
N Williams St
E Crystal Lake Ave
N Main St
Brink St
E Woodstock St
Home State Bank
Struck Up
The Cottage
Glanz & Associates
Daniel Arzo a State Farm
Crystal Lake Antique Mall
Antique store
Nellies Chocolate & Co
Benedicts La Strata Breakfast Bar
Metro Bowl
Exxon
Grounds Coffee Lab
Create-A-Face, Face Painting & More


½ marathon – no car show cars parked on Grant
Grant St
Parking lot closed – car show parked cars & sponsor tents
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Williams St closed – car show cars parked
Parking lot closed – car show parked cars
barricades
cars out
cars in
E Crystal Lake Ave
N Main St
E Woodstock St
Blink St
N Williams St
The Cottage
Home State Bank
Glanz & Associates
Daniel Arzola State Farm
Crystal Lake Antique Mall
Melies Chocolate & Co
Benedicts La Strata Breakfast
CLPD tent
Metro Bowl
Create-A-Face: Face Painting & More


Wall

Agenda Item No: 11

City Council
Agenda Supplement

Meeting Date: June 3, 2025

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Request: Variation to allow a second-story deck to encroach into a side yard at 250 Lake Shore Drive

Applicant: Matthew Hannell, Owner

PZC Recommendation: To approve the Planning and Zoning Commission (PZC) recommendation and adopt an Ordinance granting a Variation at 250 Lake Shore Drive

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

Background:

- Request: The petitioners are requesting a variation to allow an existing patio roof, which extends two feet into the required seven-foot side yard setback, to be converted into a second-story deck.
- Land Use: The land use map shows the area as Urban Residential. This is an appropriate land use designation for the current uses on the property.
- Zoning: The site is zoned "R-2" Single-Family Residential. This is the appropriate zoning for the current uses on the property.
- Previous Approvals:
    - In 2017, an administrative variation was approved allowing an addition to connect the detached garage to the house, which had nonconforming corner-side, rear, and interior-side yard setbacks.
    - In 2023, simplified residential variations were approved allowing a covered attached deck two feet from the interior property line, a porte cochere five feet from the interior property line, and a second porte cochere ten feet from the property line along Leonard Parkway.

PZC Highlights:

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

- The petitioner presented to the commission the request to add a second-story deck on the roof of a patio which received a side-yard encroachment variation in 2023. He said he only discovered during construction that there was a view of the lake from atop the patio roof. He noted that prior to the construction of the house across Leonard Parkway (in 2007), the lake could be viewed from inside the house. He stated he was prepared to accept the conditions offered by staff in the staff report, including additional review of the exterior lighting.
- The petitioner stated that he had discussed his plans with his neighbors and that they expressed no objections to him. No public was in attendance at the hearing.
- Commissioner Gronow expressed reservations about the request, noting that it appeared that the hardship had been created by the petitioner.
- A majority of the PZC found that the petition met the Findings of Fact and was supportive of the request.

The Planning and Zoning Commission recommended **approval (3-2)** of the petitioner's request.

1. Approved plans, to reflect staff and advisory board comments, as approved by the City Council:
   A. Application (Hannell, received 4/21/25)
   B. Plat of Survey (Luco, dated 08/11/11)

2. The petitioner shall work with staff on the second-story exterior light fixtures, so as to limit potential adverse impacts to the neighboring property.

Votes Required to Pass: A simple majority vote

Acknowledgement Form

Regarding the Variation at 250 Lake Shore 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:

_____

_____

Petitioner's Name: _____ Date: __5/28/20256_____
Signature

Recommended Conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Hannell, received 4/21/25)
   B. Plat of Survey (Luco, dated 08/11/11)

2. Work with staff on the second-story exterior light fixtures, so as to limit potential adverse impacts to the neighboring property.

PIQ Map


LEONARD PKWY
PARK LN
LAKE SHORE DR
EAGLE ST
S DOLE AVE
LAKE SHORE DR
637
635
651
209
626
201
216
212
220
222
207
213
624
627
622
230
215
623
620
553
621
236
240
567
552
250
242
231
615
233
557
235
553
252
611
241
545
237
249
537
253
257
265
267
281


LEONARD PKWY
PARK LN
PARK LN
236
240
242
250
Approx. deck location
PIQ
LEONARD PKWY
LAKE SHORE DR
615
LAKE SHORE DR
LAKE SHORE DR

Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A SIMPLIFIED RESIDENTIAL ZONING VARIATION TO ALLOW A SECOND-STORY DECK THAT ENCROACHES TWO FEET INTO THE REQUIRED SEVEN-FOOT INTERIOR SIDE YARD SETBACK AT 250 LAKE SHORE DRIVE

WHEREAS, Matthew Hannell has filed a Petition (File #PLN-2025-063) to allow an existing patio roof, which extends two feet into the required seven-foot side yard setback, to be converted into a second-story deck at 250 Lake Shore Drive, Crystal Lake, Illinois; and

WHEREAS, the Subject Property is zoned R-2 Single-Family Residential; and

DRAFT

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to all required noticing, including notice duly published on May 5, 2025 in the Northwest Herald, held a public hearing at 7:00 p.m., on May 21, 2025 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Petition; and

WHEREAS, on May 21, 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 Variation be approved, as documented in the minutes; and

WHEREAS, it is in the best interests of the CITY OF CRYSTAL LAKE that the Variation 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 Variation to allow an existing patio roof, which extends two feet into the required seven-foot side yard setback, to be converted into a second-story deck at 250 Lake Shore Drive, Crystal Lake, Illinois is hereby approved.

1. Approved plans, to reflect staff and advisory board comments, as approved by the City Council:
   A. Application (Hannell, received 4/21/25)
   B. Plat of Survey (Luco, dated 08/11/11)

2. The petitioner shall work with staff on the second-story exterior light fixtures, so as to limit potential adverse impacts to the neighboring property.

Section III: That the City Clerk be and is hereby directed to amend all pertinent records of the City of Crystal Lake to show the issuance of a Special Use Permit 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 3rd day of June, 2025.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Halebian, MAYOR

DRAFT

SEAL

ATTEST:

_____
CITY CLERK

Passed: June 3, 2025
Approved: June 3, 2025

#2025-63
250 Lake Shore Drive – Variation
Project Review for Planning and Zoning Commission

Meeting Date: May 21, 2025

Requests: A variation to allow an existing patio roof, which extends two feet into the required seven-foot side yard setback, to be converted into a second-story deck.

Location: 250 Lake Shore Drive

Acreage: Approximately 12,473 square feet

Existing Zoning: R-2 Single Family Residential

Surrounding Properties:

North:	R-2 Single Family Residential
South:	R-E Residential Estate
East:	R-2 Single Family Residential
West:	R-2 Single Family Residential

Staff Contact: Darrell Moore (815) 356-3612

Background:

- The property is a single-family residence with attached garage on a lot with public streets on three sides (Lake Shore Drive, Leonard Parkway, and Park Lane).
- Previous Approvals:
    - In 2017, an administrative variation (#2017-22) was approved allowing an addition to connect the detached garage to the house, which had nonconforming corner-side, rear, and interior-side yard setbacks.
    - In 2023, simplified residential variations were approved allowing a covered attached deck two feet from the interior property line, a porte cochere five feet from the interior property line, and a second porte cochere ten feet from the property line along Leonard Parkway.

Development Analysis:

General

- Request: to allow an existing patio roof, which extends two feet into the required seven-foot side yard setback, to be converted into a second-story deck.
    - This structure received a setback variation in 2023.
- Zoning: The site is zoned R-2 Single Family.
- Land Use: The land use map shows the area as Urban Residential.



Drawing provided by the petitioner:



Findings of Fact:

ZONING ORDINANCE VARIATION

The petitioner is requesting a simplified residential zoning variation to allow an existing patio roof, which extends two feet into the required seven-foot side yard setback, to be converted into a second-story deck.

The Unified Development Ordinance lists specific standards for the review and approval of a variation. The granting of a variation rests upon the applicant proving practical difficulty or

hardship caused by the Ordinance requirements as they relate to the property. To be considered a zoning hardship, the specific zoning requirements; setbacks, lot width and lot area must create a unique situation on this property. It is the responsibility of the petitioner to prove hardship at the Planning and Zoning Commission public hearing.

Standards

When evidence in a specific case shows conclusively that literal enforcement of any provision of this Ordinance would result in a practical difficulty or particular hardship because:

a. The plight of the property owner is due to unique circumstances, such as, unusual surroundings or conditions of the property involved, or by reason of exceptional narrowness, shallowness or shape of a zoning lot, or because of unique topography, or underground conditions.

☒ *Meets* ☐ *Does not meet*

b. Also, that the variation, if granted, will not alter the essential character of the locality.

☒ *Meets* ☐ *Does not meet*

For the purposes of supplementing the above standards, the Commission may take into consideration the extent to which the following facts favorable to the application have been established by the evidence presented at the public hearing:

a. That the conditions upon which the application for variation is based would not be applicable generally to other property within the same zoning classification;

☒ *Meets* ☐ *Does not meet*

b. That the alleged difficulty or hardship has not been created by any person presently having interest in the property;

☒ *Meets* ☐ *Does not meet*

c. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; or

☒ *Meets* ☐ *Does not meet*

d. That the proposed variation will not impair an adequate supply of light or air to adjacent property, will not unreasonably diminish or impair the property values of adjacent property, will not unreasonably increase congestion in the public streets, substantially increase the danger of fire or otherwise endanger public safety.

☒ *Meets* ☐ *Does not meet*

Where the evidence is not found to justify such conditions, that fact shall be reported to the City Council with a recommendation that the variation be denied.

Comprehensive Land Use Plan 2030 Vision Summary Review:

The Comprehensive Plan designates the subject property as Urban Residential, which allows for existing and future single-family residential uses. The following goal is applicable to this request:

Land Use - Residential

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

Supporting Actions: Preserve and enhance the character and livability of existing residential area with architectural and development guidelines.

Supporting Actions: Provide for a reasonable rate of residential growth especially infill growth and mixed-use development which take advantage of existing city services.

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 (Hannell, received 4/21/25)
   B. Plat of Survey (Luco, dated 08/11/11)

2. Work with staff on the second-story exterior light fixtures, so as to limit potential adverse impacts to the neighboring property.

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: Matthew Hannell

Address: 250 Lakeshore Dr - Crystal Lake, IL 60014

Phone: 1-815-382-3227

E-mail: Neller76@hotmail.com

Project Name & Description: Patio Deck - Use an existing roof as an occupied deck area.

Remove 2 existing windows and install doors in place to gain access to roof area.

Install 42” railing around edge of deck and install lights at each new doorway.

Project Address/Location: 250 Lakeshore Dr - Crystal Lake, IL 60014

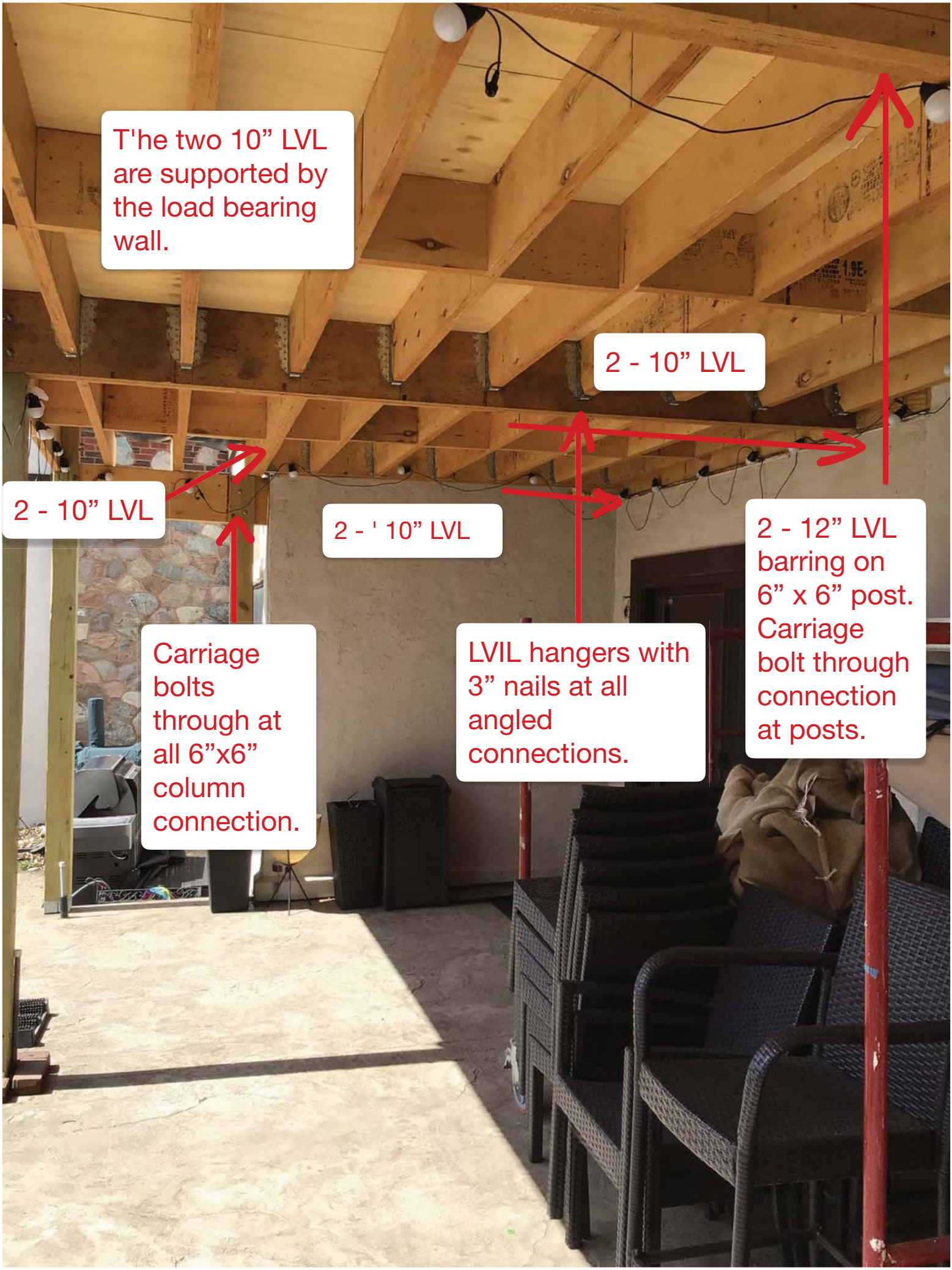
Signature

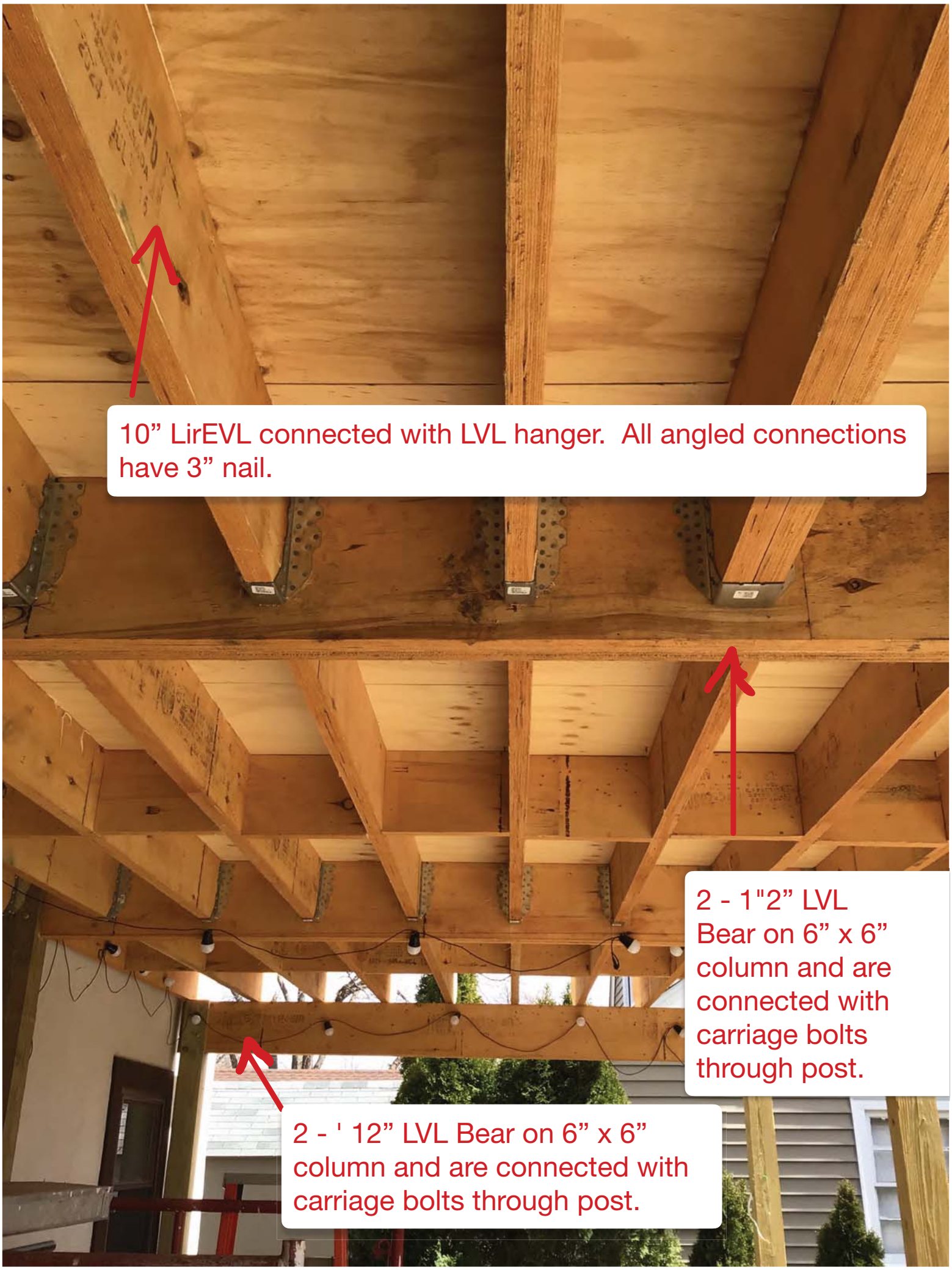
Matthew J Hannell **5/28/2025**

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.


NEW ROOF PANEL
ON DECK. MATCH
EXISTING
"LINK"
EXT LIGHT
NEW 36" DOOR
GFI
EXT LIGHT
NEW INSWING
EXT 30"
DOOR
EXT LIGHT
GFI
NEW 5"
GUTTER
NEW 42"
RAILING
POSTS @
4'-6" o.c.
DS


T'he two 10” LVL are supported by the load bearing wall.
2 - 10” LVL
2 - 10” LVL
2 - ' 10” LVL
2 - 12” LVL barring on 6” x 6” post. Carriage bolt through connection at posts.
Carriage bolts through at all 6”x6” column connection.
LVIL hangers with 3” nails at all angled connections.


10” LirEVL connected with LVL hanger. All angled connections have 3” nail.
2 - 1"2” LVL Bear on 6” x 6” column and are connected with carriage bolts through post.
2 - ' 12” LVL Bear on 6” x 6” column and are connected with carriage bolts through post.

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, MAY 21, 2025
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

The meeting was called to order by Mr. Greenman at 7:01 p.m.

CALL TO ORDER

On roll call, commissioners Jeff Greenman (chairman), Bill Gronow, Stacy Mason, Kathy Repholz, and Al Skluzacek were present. Commissioner Scott Smith was absent. Mr. Greenman confirmed that a quorum was present.

Darrell Moore, Assistant City Planner was present from Staff.

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

APPROVE MINUTES OF THE APRIL 16, 2025 PLANNING AND ZONING COMMISSION MEETING

Mr. Skluzacek made a motion to approve the minutes from the April 16, 2025 Planning and Zoning Commission meeting. Mr. Gronow seconded the motion. On voice vote, all members voted aye. Motion passed.

2025-63 – 250 LAKE SHORE DR – HANNELL – VARIATION

A Variation to allow a second-story deck encroaching two feet into an interior side yard.

The petitioner, Matthew Hannell, presented the request to the commission. He explained that he is the owner and resident of the property and is acting as general contractor on its renovation—now in its 8th year. The second-story deck being for which he was seeking approval, will be on the roof of a patio, which received a side-yard encroachment variation the year before. During construction, he explained, he discovered that there was a view of the lake from atop the patio roof. He noted that prior to the construction of the house across Leonard Parkway, the lake could be viewed from inside the house. He then described some of the changes that would be made to create the deck, which included converting a window into a doorway, affixing a railing, and adding exterior lighting.

Mr. Greenman inquired if there were any concerns with the conditions offered by staff in the staff report. Mr. Hannell stated that he had no concerns, and added that he has talked with his neighbors about the project and they had no objections to the request. Using current photos of the property taken by staff, Mr. Hannell described the project in more detail including how there is arbor vitae planted next to the patio that should grow to provide privacy for the second-story deck in the next four years.

Mr. Greenman opened the public hearing. There being no one to speak, he closed the public hearing and asked staff to provide any additional information.

Mr. Moore summarized the request and stated that there were no concerns.

Ms. Repholz asked for clarification as to why a variation was needed, given that a majority of what would become the second-story deck is already in place and approved by a previous variation. Mr. Moore explained that converting the patio rooftop into a deck qualifies as increase the bulk of the structure not covered by the previous variation. He added that the use of a second-story deck had the potential to have a greater impact on neighbors than the current covered patio.

Ms. Mason asked the petitioner about the location of the lighting for the deck. Mr. Hannell stated that he intended to affix an exterior light on the wall to the left side of the proposed doorway, which is further from the property line than the right side of the doorway (the location shown in the staff report exhibit).

Mr. Skluzacek asked about the car port heights on the property and whether they obstructed the lake view. Mr. Hannell said that they represented only a minor obstruction.

Mr. Gronow asked why this variation request was not a part of the previous one. He expressed his dissatisfaction with the number of variations having been requested on the property. Mr. Hannell replied that he only realized the lake view potential while constructing the patio roof and that he regrets not having incorporated it into his previous plans, which would have saved him time and money. Mr. Gronow stated that he believed that the hardship in this case was being created by the petitioner, and therefore did not meet the standards for a variation.

Mr. Greenman thanked the petitioner for his application and efforts coming before the commission. He stated that he believes the hardship now is the same as it was in the previously approved variation. He cautioned the petitioner that a future expansion requiring a variation may not be viewed the same way. He stated that the findings of fact were met.

Mr. Hannell provided a final summary of the request.

Ms. Repholz made a motion to approve petition 2025-63, a variation to allow a second-story deck encroaching two feet into an interior side yard with the following conditions:

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

   A. Application (Hannell, received 4/21/25)
   B. Plat of Survey (Luco, dated 08/11/11)

2. Work with staff on the second-story exterior light fixtures, so as to limit potential adverse impacts to the neighboring property.

Ms. Mason seconded the motion. On roll call vote members Greenman, Mason, and Repholz vote aye. Members Skluzacek and Gronow voted no. Motion passed 3-2.

REPORT FROM PLANNING

Mr. Moore reported that both Water's Edge Commercial Phase 2 and the Chicago Gems & Jewelry petitions were approved by the city council. He asked that any commissioners who have not replied to the September 30 joint workshop scheduling request to do so soon.

COMMENTS FROM THE COMMISSION

Mr. Greenman told the commission that he expects the city council to be filling the open commission seat in the coming month.

ADJOURNMENT

Ms. Mason made a motion to adjourn the meeting. Ms. Repholz seconded the motion. On voice vote, all members voted aye. The meeting was adjourned at 7:27 p.m.

Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: June 3, 2025

Item: Water's Edge Business District – Public Hearing

Staff Recommendation: Adopt ordinances to establish the Water's Edge Business District and to impose a 1% business district sales tax for the commercial portion of the Water's Edge mixed-use development.

Staff Contact: Kathryn Cowlin, Director of Community Development

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Background:

At the August 15, 2023 City Council meeting a redevelopment agreement (RDA) was approved for the Water's Edge Mixed-Use Development in conjunction with the Water's Edge TIF District. A component of the RDA was that a Business District would be established to complement the TIF District in order to foster redevelopment of for the commercial area Water's Edge.

A Business District is an economic development tool for commercial areas. Business Districts can help finance improvements such as building construction, which is not an eligible expense that is reimburseable from TIF funds. A Business District can include an overlay sales tax from a defined area and those additional tax funds can be used to pay for or reimburse eligible expenses within that defined area (Business District).

The establishment of a Business District is a multi-stepped process. The first step is the adoption of a proposing ordinance, which was completed at the May 20, 2025 City Council meeting. The second step is the public hearing. Following the conclusion of the public hearing, the City Council will be poised to consider final ordinances to establish the Water's Edge Business District. Once implemented, the State will collect the added tax and remit it to the City on a monthly basis. Currently, in the State of Illinois there are 287 business districts, including nearby communities Fox River Grove, Long Grove, Mt. Prospect, Naperville, Glenview, and three in East Dundee.

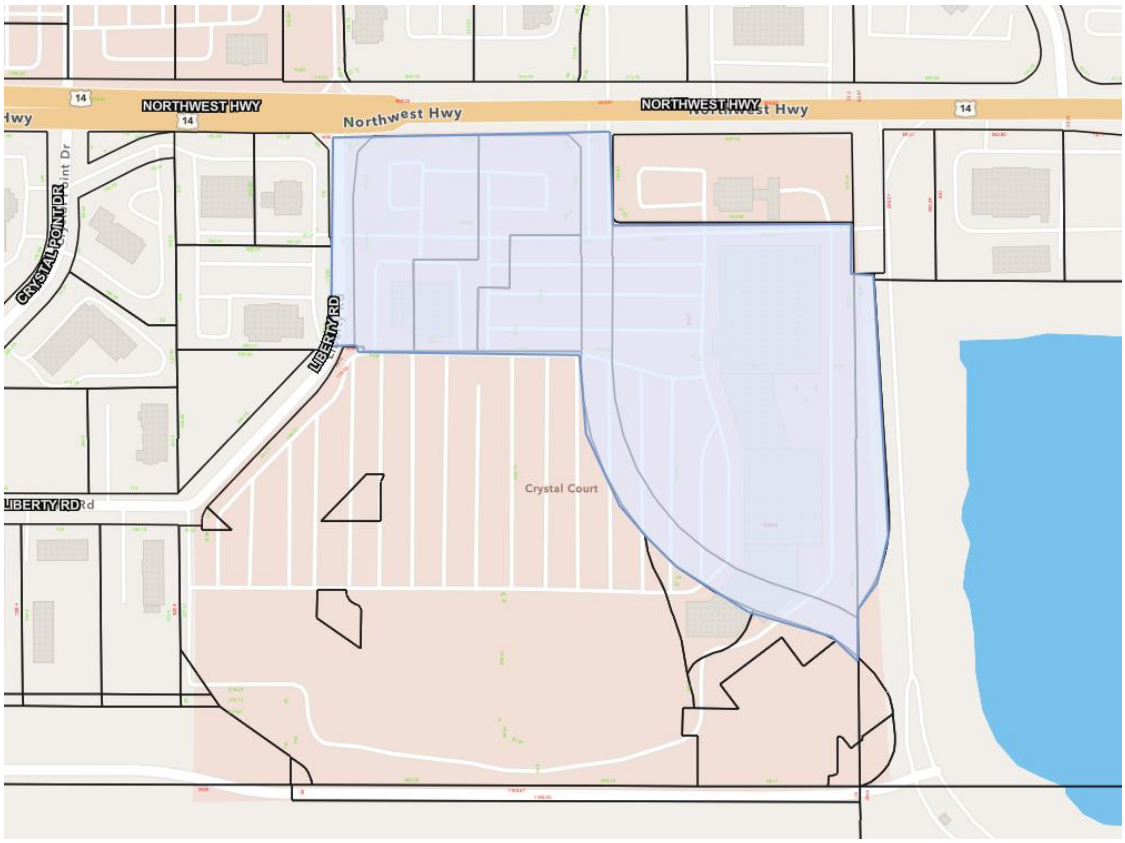
Request:

A public hearing regarding the Water's Edge Business District Plan for the commercial area of the Water's Edge development, and the adoption of ordinances to establish the Water's Edge Business District and impose an up to 1% sales tax within such Business District.

Proposed Business District:

Boundary

The proposed boundary of the district is Lots 2-5 of the Water's Edge Subdivision. This includes all of the commercial areas within the mixed-use development as well as a portion of Water's Edge Boulevard.



Qualifications

The subject properties were part of the blighted and economically underutilized area of the Crystal Court Shopping Center. The Crystal Court shopping center was approximately 30 acres of vacant commercial buildings and parking lots. The Business District Area is part of the TIF District, which the City Council has previously found to be a "blighted area" under 65 ILCS 5/11-74.4-3 of the TIF Act. Because the requirements for establishing a "blighted area" under the Business District Law are less rigorous than the standards set forth in the TIF Act, the Business District Area plainly qualifies as a "blighted area" for purposes of the Business District Law.

As anticipated in the redevelopment plan for the TIF District, improvements to the residential area of the TIF District will help resolve ***some*** of the conditions of blight within the Business District Area, but more targeted assistance will be needed to address conditions within the Business District Area that have resulted in deterioration of site improvements, obsolete platting in the context of the deteriorating improvements, and the continued economic underutilization of the Business District Area.

The TIF Plan has helped establish the foundational infrastructure to help support commercial redevelopment within the Business District Area. But having the ability to support commercial development does not alone provide the ***environment*** in which commercial redevelopment will be attracted nor within which new commercial redevelopment will thrive. As such, for all of the benefits anticipated from the TIF District, the City has previously determined that more focused development tools will be needed to attract desirable retail establishments, restaurant and entertainment venues, and related commercial activities to the Business District. The actions contemplated will fulfill part of the overall plan envisioned by the TIF District and the related Redevelopment Agreement for Water's Edge.

Implementation

Once adopted, the Business District could be utilized to secure high quality restaurant, retail and/or hotel businesses. The City Council would negotiate and enter into agreements with the users in order to reimburse the user for eligible Business District expenses. Funds will be held by the City until reimbursement terms are met. The tax will apply to retail and restaurant purchases, excluding groceries and medical goods. The period for a Business District is 23 years.

Votes Required to Pass:

A majority vote of the City Council will be required to adopt each of the attached ordinances to (i) approve the Water's Edge Business District Plan and establish the business district, (ii) impose business district sales taxes at a rate not to exceed 1%, and (iii) establish a business district tax allocation fund.

4898-6448-6727, v. 3

Ord. No. ……
File No. ….

DRAFT

The City of Crystal Lake, Illinois

AN ORDINANCE DESIGNATING THE WATER'S EDGE BUSINESS DISTRICT AND APPROVING THE WATER'S EDGE BUSINESS DISTRICT PLAN PURSUANT TO THE ILLINOIS BUSINESS DISTRICT DEVELOPMENT AND REDEVELOPMENT ACT

WHEREAS, the City of Crystal Lake (the "***City***") is an Illinois home-rule municipal corporation; and

WHEREAS, on July 19, 2022, the Mayor and City Council of the City (the "***Corporate Authorities***") established the Water's Edge Tax Increment Financing District (the "***TIF District***") to address blighted conditions within the TIF District; and

WHEREAS, in August 2023, the City entered into a redevelopment agreement with the owner of the proposed Water's Edge development (the "***RDA***"); and

WHEREAS, as part of the RDA, the City acknowledged that, notwithstanding the TIF District, additional redevelopment tools would be required to combat blight within the non-residential areas within the TIF District (the "***Territory***"), as such areas had not experienced any new development activity at the time; and

WHEREAS, the Territory is legally described in Exhibit A and depicted on Exhibit A-1 attached to this Ordinance; and

WHEREAS, the RDA specifically called for use of the powers in the Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1 *et seq.* (the "***Business District***

Law") to address conditions in the Territory; and

WHEREAS, the Business District Law authorizes a municipality to designate business districts and to adopt business district plans to guide the maintenance, development, and redevelopment of those districts; and

WHEREAS, under the Business District Law, a municipality is given significant powers within a business district, including, among other things, to approve development and redevelopment proposals for the district; to employ persons necessary for the planning, administration, and implementation of the district's plans; to borrow and loan money for purposes related to the district; to acquire, manage, and convey real and personal property within the district; and to impose certain sales taxes in the district to pay for the planning, execution, and implementation of the district's plans and business district project costs; and

WHEREAS, in May 202[illegible] despite significant redevelopment activities within portions of the TIF District, nearly three years after the establishment of the TIF District the Territory still had not experienced any new development, and the Territory is not reasonably anticipated to be developed without the City's further provision of incentives to attract desirable commercial development; and

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WHEREAS, in light of the ongoing conditions of the Territory that had been identified in the context of the TIF District, the City prepared a draft "Business District Plan for the Water's Edge Business District" (the "***Business District Plan***"), which Business District Plan concludes that the Territory qualifies as a business district under the Business District Law and set forth a plan to encourage development within the Territory; and

WHEREAS, in particular, the Business District Plan sets forth the qualification factors that make the Territory eligible for consideration as a "blighted area" under Section 11-74.3-5 of

the Business District Law and describes proposed projects, estimated costs, and sources of funding for projects and activities to stimulate redevelopment of the Territory; and

WHEREAS, as a result, on May 20, 2025, the Corporate Authorities adopted an ordinance proposing the formal establishment of a business district within the Territory pursuant to the Business District Law (the "***Proposing Ordinance***"); and

WHEREAS, the Business District Plan, which is attached to this Ordinance as Exhibit B, was included as part of the Proposing Ordinance; and

WHEREAS, pursuant to the Proposing Ordinance, notices were duly published, and the Corporate Authorities commenced and concluded a hearing on June 3, 2025 regarding the establishment of the Territory as a business district and related actions as required under the Business District Law; and

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WHEREAS, having considered the Business District Plan and the development status of the Territory notwithstanding nearly three years since the establishment of the TIF District, the Corporate Authorities have found that: (i) the Territory still suffers from conditions of blight; (ii) the challenges of raising funds in the current economic climate may require extraordinary public efforts to attract quality commercial development to the Territory; and (iii) the economic development tools available under the Business District Law will complement the efforts of the TIF District to help overcome blight within the Territory and help establish vibrant commercial development within the Territory and the TIF District; and

WHEREAS, based on such findings, the Corporate Authorities have determined that it is in the best interests of the City and its residents to establish the Territory as a business district as hereinafter set forth pursuant to the Business District Law and to approve the Business District Plan for such district;

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

Section 1. Recitals. The above recitals and all exhibits attached to this Ordinance are incorporated herein and made a part hereof.

Section 2. ***Findings.*** The Corporate Authorities hereby make the following findings

A. Territory is legally described in Exhibit A, attached to and, by this reference, made a part of this Ordinance. A map depicting the Territory is attached as Exhibit A-1 to this Ordinance and, by this reference, is made a part hereof. The Territory is contiguous and contains only parcels of real property that will be directly and substantially benefited by the Business District.

B. There exist conditions that cause the Territory to be classified as a "blighted area" as defined in Section 11-74.3-5(3) of the Business District Law, including, among other conditions, the conditions identified as part of the designation of the TIF District and the ongoing lack of development activities in the Territory since the establishment of the TIF District.

C. The Territory has not been subject to growth and development through investment by private enterprises or would not reasonably be anticipated to be developed without the adoption of the Business Plan.

D. All other findings set forth in the Business Plan are hereby adopted as findings and certifications of the Corporate Authorities as if fully set forth in this Ordinance.

Section 3. Designation of the Business District. The Territory shall be, and is hereby, designated as a business district pursuant to Section 11-74.3-5 of the Business District Law, and shall hereafter be known as the "Water's Edge Business District" (the "***Business District***").

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Section 4. Approval of the Business District Plan. The Corporate Authorities hereby adopt and approve the Business District Plan, as set forth in Exhibit B, which are attached hereto and, by this reference, made a part of this Ordinance.

Section 5. Authority. The Business District and Business District Plan are established by this Ordinance pursuant to the Business District Law and all other applicable law. The Corporate Authorities may exercise any and all lawful powers and authority to carry out the purposes of the Business District and Business District Plan, including any and all of the powers and authority provided in the Business District Law.

Section 6. Effective Date. This Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form in the manner provided by law.

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PASSED this ___ day of June, 2025.

AYES:

NAYS:

ABSENT:

APPROVED this ___ day of June, 2025.

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

Legal Description of the Territory

Lots 2-5 of the Water's Edge Subdivision, being a resubdivision of Lots 1 and 3 in the Final Plat of Resubdivision of Lot One in the Crystal Court Subdivision, Lots 2-5 in the Crystal Court Subdivision, all in the North half of the Northwest Quarter of Section 9, Township 43 North, Range 8 East of the Third Principal Meridian and Part of the North Half of the Northeast Quarter of Section 9, Township 43 North, Range 8 East of the Third Principal Meridian, all in McHenry County, Illinois.

The Business District Area is also described as P.I.N.s 19-09-127-001, 19-09-127-002, 19-09-127-003, and 19-09-126-023.

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EXHIBIT A-1

Depiction of the Territory

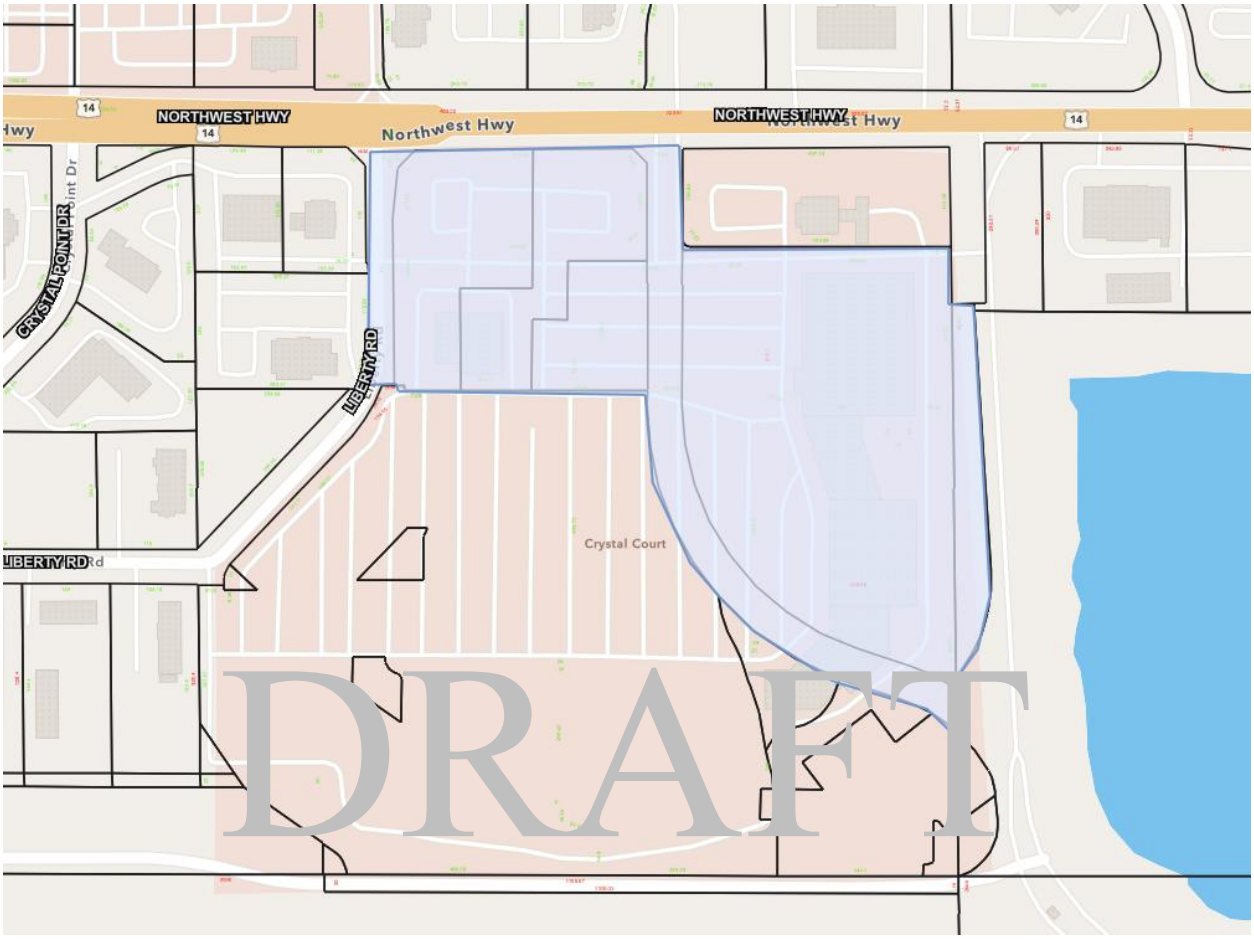


EXHIBIT B

BUSINESS DISTRICT PLAN

4925-8660-2568, v. 1

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BUSINESS DISTRICT PLAN FOR

THE WATER'S EDGE BUSINESS DISTRICT

Crystal Lake, Illinois

This document is intended and designed to serve the business district plan (the "***Plan***") for the Water's Edge Business District (the "***Business District Area***") pursuant to the pursuant to 65 ILCS 5/11-74.3-1 *et seq.* (the "***Business District Law***").

INTRODUCTION

In the mid 1980's, the development of big-box retailing had emerged as the preferred development form bridging between regional malls and traditional central business districts. With continued growth in population, high accessibility corridors, and available sites, the City of Crystal Lake (the "***City***") attracted the interest of national retailers and retail developers. In 1988, the Melvin Simon Company developed the Crystal Court shopping center (the "***Site***"), an L shaped multi-tenant center anchored by three fast growing big box retailers: Cub Foods, Walmart, and Service Merchandise. As was typical of Simon centers, the Site was subdivided so that each of the anchors owned the parking field in front of their store, assuring that they would each have control and maintenance responsibility of 6.5 parking places per 1000 square feet of store area. The center's management retained responsibility only for the building and common areas serving the smaller shops that were located between the anchors.

The City continued to grow, both as a community and as a retail destination, and soon newer and bigger boxes began to line Rt. 14. Walmart relocated to a larger facility nearby, leaving their building vacant. Cub Foods went bankrupt and closed, as did Service Merchandise. Lacking the attraction of the anchors and accelerated by the great recession that began in 2007 the remaining shops on the Site began to falter and close. By 2012, the City had noted serious decay and code violations in and on the vacant Cub and Walmart buildings on the Site. Since that time, the City has been pursuing the revitalization of the Site, working with a succession of interested retail redevelopers, banks, consultants, and has entertained multiple redevelopment schemes without success. The Cub and Walmart buildings were razed, the Site had decayed to the point of blight. Moreover, the behavior of retailing and customers had drastically shifted away from the way people shopped when the Crystal Court shopping center was built on the Site, thereby inhibiting meaningful private redevelopment initiatives.

The Site is located near the entry into Crystal Lake from the east and south and adjoins a major community resource at the Three Oaks Recreation Area. With thoughtful redevelopment and appropriate resources, the City has endeavored to transform the Site from a liability that dampens the strength of the corridor and the City's tax-base into an attractive asset that enlivens the gateway into the community. Ten years of concerted effort by the City have demonstrated that market economics alone could not overcome the blight that the Site had suffered and would not drive redevelopment of the Site, so the City established a Tax Increment Financing District ("***TIF District***") under 65 ILCS 5/11-74.4-1 *et seq.* (the "***TIF Act***") to support redevelopment of the Site.

Although the TIF District has helped stimulate non-commercial redevelopment on parts of the Site, the Business District Area is that portion of the Site that is most appropriate for commercial development but has not been able to overcome the effects of the longstanding blight on the Site.[1] As part of the TIF District itself, the City determined that additional tools were needed to attract quality restaurants and retailers to the Business District Area. As suggested in the TIF District redevelopment plan, more targeted financial

[1] In establishing the TIF District, the City recognized the blight on the Site and the likely need for further assistance through the use of a Business District. Thus, the proposed Business District is already part of the overall redevelopment plan for the Site.

assistance is needed to assist in attracting new, high-quality commercial development to the Business District Area via the use of a "business district" pursuant to the Business District Law. Establishing a "business district" for the Business District Area would not only further advance the approved redevelopment plan for the TIF District, but it would provide the City with a different set of tools that would be more functional in jump-starting the redevelopment of the Business District Area of the Site and eliminating the blighting conditions that gave rise to the establishment of the TIF District.

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THE BUSINESS DISTRICT LAW AND THIS PLAN

The Business District Law is intended to stimulate economic activity in municipalities through the development and implementation of business district plans for designated business districts. A business district plan is one that will assist municipalities with the creation, development, improvement, maintenance, and redevelopment of business districts in order to create and maintain jobs, increase tax revenues, encourage the creation of new and lasting infrastructure, other improvements and facilities, and cause the attraction and retention of businesses and commercial enterprises that will generate economic activity and services and increase the general tax base.

Under the Business District Law, this Plan for the Business District Area is intended to identify: (i) the proposed business district; (ii) the specific description of the boundaries of the Business District Area, including a map illustrating the boundaries; (iii) a general description of each project proposed to be undertaken within the Business District Area, including a description of the approximate location of each project; (iv) the estimated business district project costs; (v) the anticipated source of funds to pay business district project costs; (vi) the anticipated type and terms of any obligations to be issued; and (vii) the rate of any tax to be imposed pursuant to subsection (10) or (11) of Section 11-74.3-3 of the Business District Law and the period of time for which the tax shall be imposed.

Because of the blighted conditions of the Site and the particular impediments that such blight still presents to the commercial development of the Business District Area, the exercise of the powers provided in the Business District Law (including the imposition of a business district tax) is expected to promote the public interest, enhance the tax base within the Business District Area, create employment opportunities, and eradicate the remaining vestiges of blight on the Site and within the Business District Area. Through the implementation of this Plan, the public health, safety, benefit, and welfare of the residents of the City are expected to be advanced and promoted.

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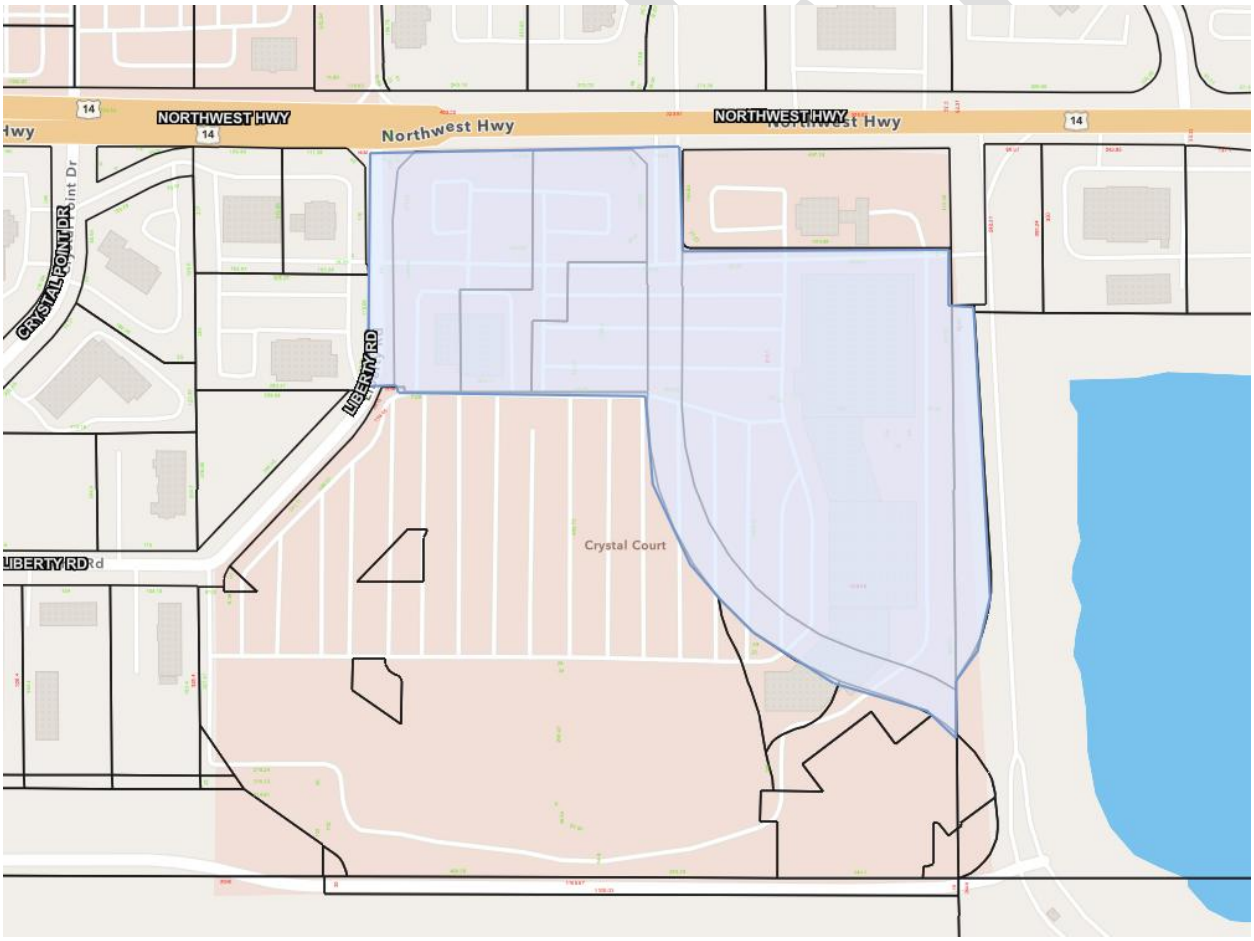
PROJECT AREA BOUNDARIES

The proposed Water's Edge Business District will be comprised of the entire commercial portion of the Site as identified in the TIF District plan. The Business District Area is legally described as:

> Lots 2-5 of the Water's Edge Subdivision, being a resubdivision of Lots 1 and 3 in the Final Plat of Resubdivision of Lot One in the Crystal Court Subdivision, Lots 2-5 in the Crystal Court Subdivision, all in the North half of the Northwest Quarter of Section 9, Township 43 North, Range 8 East of the Third Principal Meridian and Part of the North Half of the Northeast Quarter of Section 9, Township 43 North, Range 8 East of the Third Principal Meridian, all in McHenry County, Illinois.

The Business District Area is also described as P.I.N.s 19-09-127-001, 19-09-127-002, 19-09-127-003, and 19-09-126-023.

Below is a map of the Business District Area:



SUMMARY OF BLIGHTED CONDITIONS IN THE BUSINESS DISTRICT AREA

The Business District Area is part of the TIF District, which the City Council has previously found to be a "blighted area" under 65 ILCS 5/11-74.4-3 of the TIF Act. Because the requirements for establishing a "blighted area" under the Business District Law are less rigorous than the standards set forth in the TIF Act, the Business District Area plainly qualifies as a "blighted area" for purposes of the Business District Law.

As described in the eligibility report for the TIF District, a study was undertaken in 2021, consistent with the TIF Act and related procedural guidelines, to determine that the TIF District as a whole was eligible as a "blighted area" under the TIF Act. As detailed in Appendix A to this report, the entire TIF District (including the Business District Area) qualified as a "blighted area"' according to the criteria established by the Act, based on the predominance and extent of parcels exhibiting the following primary characteristics:

- Obsolescence
- Deterioration
- Excessive vacancies
- Deleterious land use or layout
- Decline of Equalized Assessed Value (EAV)
- Presence of Structures Below Minimum Code Standards

Each of these factors contributed significantly to the eligibility of the Site as a "blighted area". All these characteristics pointed towards the need for designation of the Site as a "blighted area" under the TIF Act, the establishment of the TIF District, and the plan for public intervention in order that redevelopment might occur.

Since the establishment of the TIF District in 2023, the portion of the Site identified as being appropriate for residential development has experienced significant redevelopment activity. Residential structures have been constructed and are now occupied. Unfortunately, although plans have been prepared for potential commercial redevelopment within the Business District Area, no new commercial redevelopment activity has occurred. As anticipated in the redevelopment plan for the TIF District, improvements to the residential area of the TIF District will help resolve ***some*** of the conditions of blight within the Business District Area, but more targeted assistance will be needed to address conditions within the Business District Area that have resulted in deterioration of site improvements, obsolete platting in the context of the deteriorating improvements, and the continued economic underutilization of the Business District Area.

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THIS PLAN AND PROGRAM FOR REDEVELOPMENT

The revitalization of the Business District Area presents challenges and opportunities for the City of Crystal Lake. The success of this effort will depend upon cooperation between private investors and local government. Although the TIF District has attracted new private investment to the Site, the TIF District alone has been unable to stimulate a comprehensive revitalization of the Business District Area. The establishment of a "business district" within the Business District Area as provided under the Business District Law, the adoption of this Plan, and the implementation of the program described in this Plan will assist with the realization of the goals and objectives of the City's Comprehensive Plan and the TIF District plan (the "***TIF Plan***"), promote the public interest, enhance the tax base within the Business District Area, create employment opportunities, and eradicate the remaining vestiges of blight within the Business District Area.

Importantly, this Plan is adjunctive to the TIF Plan that has already been put in place for the Site. The TIF Plan has helped establish the foundational infrastructure to help support commercial redevelopment within the Business District Area. But having the ability to support commercial development does not alone provide the ***environment*** in which commercial redevelopment will be attracted nor within which new commercial redevelopment will thrive. As such, for all of the benefits anticipated from the TIF District, the City has determined that more focused development tools will be needed to attract desirable retail establishments, restaurant and entertainment venues, and related commercial activities to the Business District.

The challenge of redeveloping the Business District Area is further complicated because it is located within a much broader commercial corridor of the City. The Business District Area needs to identify its own sense of place rather than be designed to serve general retail and commercial needs of the community; otherwise, the Business District Area might simply cause existing commercial development in the City to re-locate, which will not achieve the objectives of this Plan, the TIF Plan, or the City's Comprehensive Plan.

Importantly, this Plan intends the Business District Area to exploit the special sense of place that is part of the broader redevelopment of the TIF District. Leveraging the character of the TIF District to attract a variety of retail, restaurant, and services businesses appropriate for a commercial center is essential for meeting a central objective of the TIF District, the City's Comprehensive Plan, and this Plan, to-wit: increasing the proportion of businesses within the commercial area that generate sales taxes.

Purpose of This Plan

Pursuant to the Business District Law, the purpose of this Plan and the implementation program contemplated under this Plan is to promote the health, safety, morals, and welfare of the general public by promoting the public interest, enhancing the tax base within the Business District Area, creating employment opportunities, and eradicating the remaining vestiges of blight within the Business District Area. By drawing quality restaurant, entertainment, retail, and select commercial businesses to the Business District Area, the City expects that the purpose of the Plan will be realized.

In addition to the specific goals of the Plan, the realization of this Plan's goals will better ensure that the objectives of the TIF Plan and the City's Comprehensive Plan are achieved. These objectives include advancing the City's land use goals of maximizing property values in Crystal Lake through compatible and efficient land use patterns that support a variety of opportunities for living, working, shopping, and

recreation in Crystal Lake. The successful implementation of this Plan will help preserve and enhance the City's regional significance as a retail destination and provide residents with easy access to a wide array of attractive shopping opportunities. Coupled with the other elements of the TIF District, this Plan will support convenient vehicular and pedestrian circulation to and within the Site, which will also enhance the sustained quality of the residential portion of the TIF District.

The intended land uses related to this Plan are consistent with the guidelines and development opportunities presented in the City of Crystal Lake 2012 Comprehensive Plan, including the future land use plans therein.

Implementation Program for the Plan

Recognizing that the generation of sales tax is a key objective of the TIF Plan, the City also recognizes that the Business District Law offers a tool that is both unavailable under the TIF Act and uniquely targeted to attract sales tax generating businesses to the Business District Area. Specifically, the Business District Law authorizes the City to establish a business district retailers' occupation tax and a business district service occupation tax (the "***Business District Taxes***") that can be utilized to incentivize sales tax generating businesses to make the Business District Area their home.

Specifically, by imposing the Business District Taxes, the Business District Area will have access to a revenue stream that can be tapped to offset eligible redevelopment costs within the Business District Area. The effect of such a programmatic approach to redevelopment will be to reduce the overall cost of redevelopment to those quality restaurant, entertainment, retail, and select commercial businesses that will draw customers to the Business District Area, which in turn will stimulate retail sales within the Business District Area and achieve the objectives of the City's Comprehensive Plan, TIF Plan, and this Plan. Importantly, because the City will determine when and to what extent eligible redevelopment costs will be reimbursed with proceeds from the Business District Taxes, the City will have a greater ability to ensure the quality, scope, and balance of commercial development within the Business District Area.

One other critical element of the Plan's use of Business District Taxes is that the City's ability to offer incentives to the types of commercial development most suited to the Business District Area will not impact the City's customary revenue streams that fund the day-to-day operations of the City. Rather, the commercial developments that will receive incentives in the Business District Area will realize those incentives through their own success (i.e., the Business District Tax revenues they generate) – thereby creating additional incentives for restaurant, entertainment, retail, and select commercial businesses to deliver the quality goods and services that will benefit the City and its residents, and that will also draw non-residents to the Business District Area in a way that will further supplement the general sales tax revenues that the City receives.

PROPOSED PROJECTS WITHIN THE BUSINESS DISTRICT AREA

Although the Business District Law does authorize a municipality to undertake specific public works activities in order to develop or improve the infrastructure within such a district, most of the requisite infrastructure work supporting redevelopment of the Site is expected to be accomplished as part of the TIF District. As a result, the projects contemplated by this Plan within the Business District Area are expected to be opportunistic and designed to help "close the deal" of attracting appropriate and high quality commercial businesses to the Business District Area.

It is anticipated that projects within the Business District Area will occur on a case-by-case basis to help lower the economic barriers that may inhibit select restaurants, entertainment venues, retailers, and other complementary businesses from locating within the Business District Area. Although the actual incentive structure for any particular project could run the gamut from outright grants to reimbursements, the City expects that the projects will typically involve a reimbursement agreement for purposes of drawing in a particular business that will be financed by the Business District Taxes that such business may generate. Such reimbursement agreements will ordinarily not guarantee the business ***any*** reimbursement amount except to the extent such business can itself generate Business District Taxes, and such agreements will place limits on both the amount of reimbursement to be made available and the types of activities for which reimbursements can be provided. Regarding the reimbursable activities, they will be limited to:

(1) costs of studies, surveys, development of plans and specifications, implementation and administration of this Plan, and personnel and professional service costs including architectural, engineering, legal, marketing, financial, planning, or other professional services, ***but*** no charges for professional services based on a percentage of Business District Tax revenues will be reimbursable;

(2) property assembly costs, including but not limited to, acquisition of land and other real or personal property or rights or interests therein, and specifically including payments to developers or other nongovernmental persons as reimbursement for property assembly costs incurred by that developer or other nongovernmental person;

(3) site preparation costs, including but not limited to clearance, demolition, or removal of any existing buildings, structures, fixtures, utilities, and improvements and clearing and grading of land;

(4) costs of installation, repair, construction, reconstruction, extension, or relocation of public streets, public utilities, and other public site improvements within or without the Business District Area which are essential to the preparation of such area for use in accordance with this Plan, and specifically including payments to developers or other nongovernmental persons as reimbursement for site preparation costs incurred by the developer or nongovernmental person;

(5) costs of renovation, rehabilitation, reconstruction, relocation, repair, or remodeling of any existing buildings, improvements, and fixtures within the Business District Area, and specifically including payments to developers or other nongovernmental persons as reimbursement for costs incurred by those developers or nongovernmental persons;

(6) costs of installation or construction within the Business District Area of buildings, structures, works, streets, improvements, equipment, utilities, or fixtures, and specifically including payments to developers or other nongovernmental persons as reimbursements for such costs incurred by such developer or nongovernmental person;

(7) financing costs, including but not limited to all necessary and incidental expenses related to the loans assumed during the estimated period of construction of any development or redevelopment project not exceeding 36 months; and

(8) relocation costs to the extent that the City determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or State law.

(collectively, "***Reimbursable Costs***"). The reimbursement agreements for projects could conceivably occur anywhere within the Business District Area, as the entire area faces similar barriers to entry and market constraints (including potentially higher land costs due to the share of redevelopment costs for the entire Site that are to be borne by the properties within the Business District Area).

To the extent that Business District Tax revenues are available in addition to amounts needed for funding the individual projects described above, such additional revenues will be available to reimburse the City for its Reimbursable Costs associated with the creation, implementation, and administration of this Plan.

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ESTIMATED COSTS AND REVENUES FOR PROJECTS WITHIN THE BUSINESS DISTRICT AREA

Because the projects within the Business District Area are expected to be unique to any business that would be additive to the overall Business District Area, the cost for each such project will vary from case-to-case and therefore will be difficult to forecast. Similarly, because the revenue to finance projects within the Business District Area will be based on the Business District Taxes to be generated by the businesses locating within the Business District Area, estimating the amount of such revenues is fraught with inexactitude because of the range of economic factors that could affect such businesses and their revenues.

Estimate of Project Costs within the Business District Area

Subject to the caveats set forth in the opening paragraph to this Section of this Plan, eligible project costs within the Business District Area are listed in Table 1. These costs are based on 2025 dollars and are therefore subject to inflation. Increases in estimated Total Project Costs of more than five percent (5%), after adjustment for inflation from the date of the adoption of this Plan, are subject to amendment procedures as provided under the Business District Law.

Table 1: Estimated Redevelopment Project Costs

Category	**Cost**
Costs of Studies, Surveys, Development Plans, Implementation and administration of this Plan	$2,000,000
Property Assembly including Acquisition, Site Preparation, Demolition, Environmental Remediation, and Site Improvements	$1,000,000
Site Preparation costs, including but not limited to clearance, demolition, or removal of any existing buildings, structures, fixtures, utilities, and improvements and clearing and grading of land	$2,500,000
Installation, repair, construction, reconstruction, extension, or relocation of public streets, public utilities, and other public site improvements	$2,500,000
Renovation, rehabilitation, reconstruction, relocation, repair, or remodeling of any existing buildings, improvements, and fixtures	$1,000,000
Installation or construction of buildings, structures, works, streets, improvements, equipment, utilities, or fixtures	$10,000,000
Financing Costs	$3,000,000
Relocation Costs	$1,500,000
Total Estimated Project Costs [(1)]	$23,500,000

(1) Actual costs for each category identified above may vary provided that the total estimated project costs may not be exceeded without amendment to this Plan.

Importantly, the vast majority of these estimated project costs will be borne by the business locating within the Business District Area, subject to reimbursement through reimbursement agreements. Additionally, it is important to note that, because businesses will fail, the Plan anticipates that reimbursement agreements may be needed for "second generation" businesses within the Business District Area in order to establish and sustain a "successful" business environment within the Business District Area.

This Plan recognizes that there is some overlap between the studies, planning, implementation, and administration relating to the Business District Area and the TIF District. As such, such costs that are allocable to the Business District Area may be reimbursed from either the Business District Tax revenues or revenues from the TIF District.

Sources of Funds

This Plan contemplates that the predominant source of revenue for paying and reimbursing the estimated costs to be incurred within the Business District Area will be the Business District Taxes imposed within the Business District Area. This Plan contemplates that such Business District Taxes will be imposed at a rate of one percent (1%) and that such Business District Taxes will remain in place for 23 years after the adoption of the ordinance imposing such taxes.

In addition to the revenues generated by the Business District Taxes, the City contemplates that a modest amount of revenue could be generated from interest earned on temporary investments.

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ESTIMATED OBLIGATIONS TO BE INCURRED FOR PROJECTS WITHIN THE BUSINESS DISTRICT AREA

This Plan contemplates that the funding for projects within the Business District Area will be advanced by the developers and businesses that will be locating within the Business District Area, which amounts may be reimbursed (in whole or in part) through Business District Tax revenues generated by particular businesses. As such, the City does not anticipate that it will be issuing ***any*** bonds in furtherance of this Plan. Of course, in connection with the Plan's development and related administrative and implementation costs, the City may advance funds in anticipation of reimbursement from future Business District Tax revenue. Additionally, in connection with reimbursement agreements, the City may issue non-recourse notes to memorialize the reimbursements authorized by specific reimbursement agreements; provided, however, that any such notes will be limited to the obligations in such agreements.

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BUSINESS DISTRICT TAXES

As discussed above, this Plan anticipates the imposition of Business District Taxes comprised of a one percent (1%) business district retailers' occupation tax and a one percent (1%) business district service occupation tax. These Business District Taxes will remain in place for 23 years after the adoption of the ordinance imposing such taxes, unless the City determines that it is appropriate to terminate such Business District Taxes sooner.

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FINANCIAL IMPACT OF REDEVELOPMENT

As discussed above, the TIF Plan anticipated that the need for supplemental incentives would be needed to ignite redevelopment of the Business District Area. That expectation has already been proven true. The City has already seen the construction and occupancy of residential buildings within the TIF District, but no construction has commenced within the Business District Area. Without the adoption of this Plan and the designation of the Business District Area pursuant to the Business District Law, the commercial portion of the TIF District may become an economic drag upon the entire TIF District, which will detract from the potential for new development, increase the risk of vacancies in the residential development of the TIF District, lower assessed values, and thereby reduce real estate tax revenue to the TIF District and all taxing districts.

In order to better ensure the success of the TIF District and leverage the benefits such TIF District sought to create, it is imperative for the City to establish the Business District Area under the Business District Law, and then to carry out the objectives of this Pan.

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APPENDIX "A"

WATER'S EDGE TAX INCREMENT FINANCING DISTRICT

ELIGIBILITY REPORT

CITY OF CRYSTAL LAKE

DRAFT

Prepared by:
Teska Associates, Inc.

INTRODUCTION

In order to encourage redevelopment of the site of the former Crystal Court Shopping Center, which fronts RT. 14 Northwest Highway, between Liberty Road and the entry to Three Oaks recreation Area, the City of Crystal Lake (the "City") is considering the creation of a Tax Increment Financing (TIF) District. The purpose of this Eligibility Report is to document the eligibility criteria as required by the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11 - 74.4 - 1, et seq., as amended (the "Act"). The following study documents the presence of eligibility criteria necessary for designation as a TIF District, as required in the Act. The study evaluated the area depicted in Figure 4 below.

Figure 1: Study Area



TAX INCREMENT FINANCING

The Act, as amended, stipulates specific procedures, which must be adhered to in designating a Redevelopment Project Area and amendments thereto. A Redevelopment Project Area is defined as:

"..an area designated by the municipality, which is not less in the aggregate than 1 ½ acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as an industrial park conservation area, or a blighted area or a conservation area, or a combination of both blighted areas and conservation areas" (65 ILCS 5/11-74.4-3(p)).

Section 5/11-74.4-3(a) defines a "blighted area" as follows:

"any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where:

if improved, industrial, commercial, and residential buildings or improvements are detrimental to the public safety, health, or welfare because of a combination of 5 or more of the following factors (dilapidation; obsolescence; deterioration; presence of structures below minimum code standards; illegal use of individual structures; excessive vacancies; lack of ventilation light or sanitary facilities; inadequate utilities; excessive land coverage and overcrowding of structures and community facilities; deleterious land use or layout; environmental clean-up; lack of community planning; decline in equalized assessed value), each of which is (i) present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the improved part of the redevelopment project area, and

If vacant, the sound growth of the redevelopment project area is impaired by a combination of 2 or more of the following factors (dilapidation; obsolescence; deterioration; presence of structures below minimum code standards; illegal use of individual structures; excessive vacancies; lack of ventilation light or sanitary facilities; inadequate utilities; excessive land coverage and overcrowding of structures and community facilities; deleterious land use or layout; environmental clean-up; lack of community planning; decline in equalized assessed value), each of which is (i) present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains.", or

The area qualified as a blighted improved area immediately prior to becoming vacant, unless there has been substantial private investment in the immediately surrounding area.

This report summarizes the analysis and findings of the City's planning consultant, Teska Associates, Inc. ("Teska"). Teska has prepared this report with the understanding that the City

would rely on: (1) the findings and conclusions of this report in proceeding with the designation of the Study Area as a Redevelopment Project Area under the Act; and (2) the fact that Teska has obtained the necessary information to conclude that the Project Area can be designated as a Redevelopment Project Area in compliance with the Act.

The Water's Edge area (the "Project Area") is eligible for designation as a "blighted area" based on the predominance and extent of parcels exhibiting the following primary characteristics:

1. **Obsolescence**
2. **Deterioration**
3. **Excessive vacancies**
4. **Deleterious land use or layout**
5. **Decline of Equalized Assessed Value (EAV)**
6. **Presence of Structures Below Minimum Code Standards**

In addition, the following secondary characteristics contribute to a lesser degree:

7. **Dilapidation**
8. **Inadequate utilities**
9. **Environmental clean up**

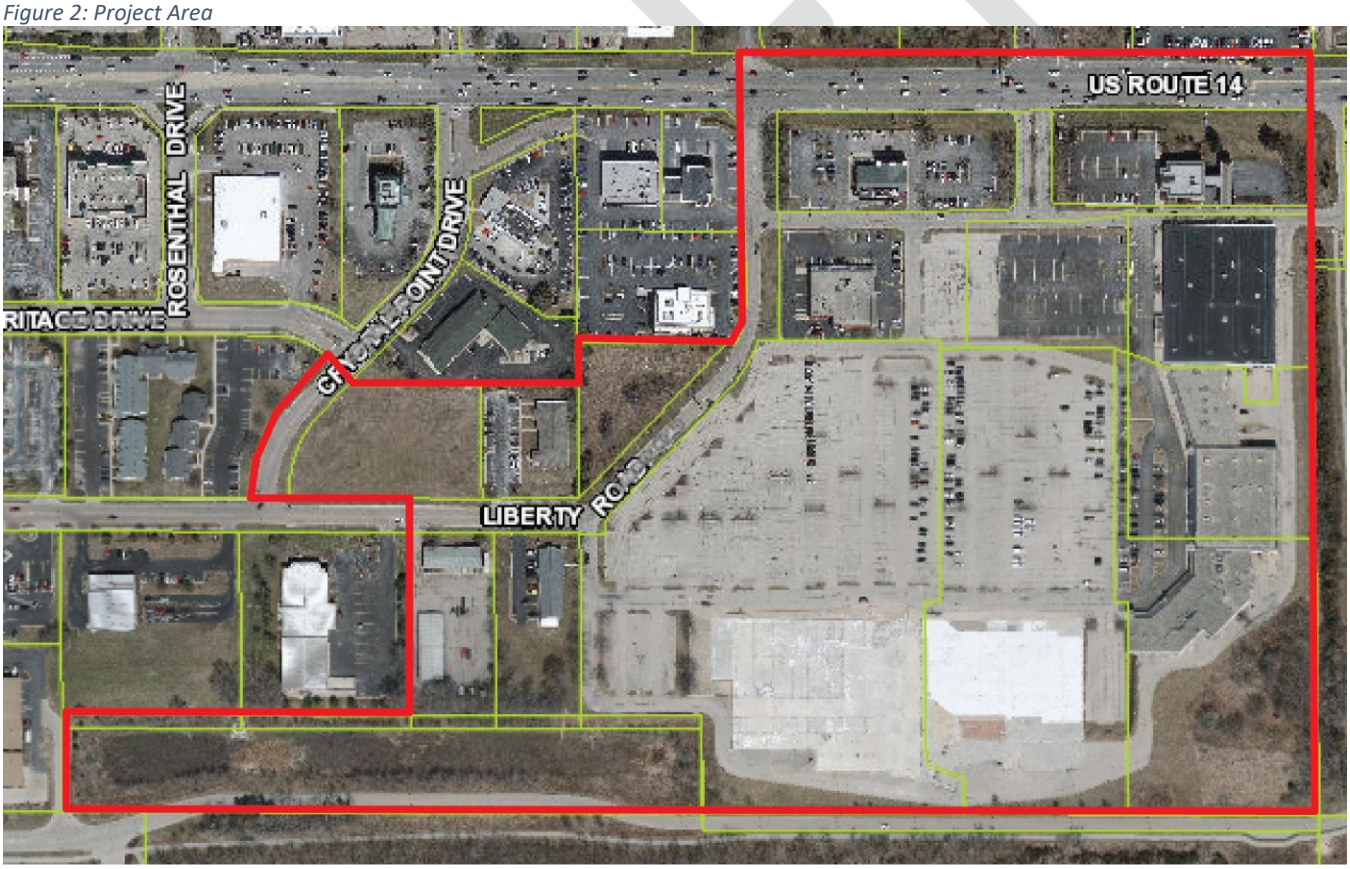
Each of these factors contributes sufficiently towards the eligibility of the Project Area as a whole.

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DESCRIPTION OF PROJECT AREA

The Project Area includes both vacant and improved parcels north and west of Three Oaks Recreation Drive, east of S Main Street, and South of Northwest Highway/Route 14. It is located approximately 1.5 miles Southeast of downtown Crystal Lake. The area previously hosted a Walmart and Cub Foods, which became long vacant and years later demolished after those tenants left the shopping center. Of the remaining structures, most are vacant storefronts. The Project Area contains 8 buildings and 20 parcels. Figure 5 illustrates the exact boundaries of the Project Area.

Figure 2: Project Area



ELIGIBILITY FINDINGS

Over the past 10 years, following the demise of Cub Foods and Service Merchandise, and the relocation of Walmart from their place within the Crystal Court Shopping Center, Teska has worked with the City of Crystal Lake to promote and plan for the revitalization of this center. On at least three occasions, Teska conducted field and research surveys of the property to determine potential eligibility for a Tax Increment District, the most recent of which occurred on October 8, 2021. Teska conducted a field survey of every property within the Project Area. Based on an inspection of the exteriors of buildings and grounds, field notes were taken to record the condition for each parcel. Photographs further document the observed conditions.

In order to be designated as a blighted area, five or more blighting factors outlined in the Act must be present to a meaningful extent and reasonably distributed throughout the Project Area.

Dilapidation

Dilapidation refers to an advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings or improvements in such a combination that a documented building condition analysis determines that major repair is required, or the defects are so serious and so extensive that the buildings must be removed.

Of the remaining buildings in the Project Area, some have fallen into disrepair as a result of prolonged vacancy and lack of upkeep. Buildings that were demolished were in a state of dilapidation prior to their demolition, and the removal of walls and other vertical structures did not include removal of foundations, building slabs, plumbing, electrical lines, and other building debris scattered near the original footprint of both the Cub Foods and Walmart property. Prior to having become vacant, the Cub and Walmart properties, including more than half the acreage of the shopping center, had evidenced dilapidation that contributed to the need to demolish the improvements. Examples of dilapidation include but are not limited to foundation cracks on existing buildings, displaced or cracked walls, and other structural deficiencies. See Figures 6-10. Dilapidation is present within the Project Area and contributes towards the designation of the Project Area as a 'blighted area.'

Figure 3



Figure 4



Figure 5



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Figure 6

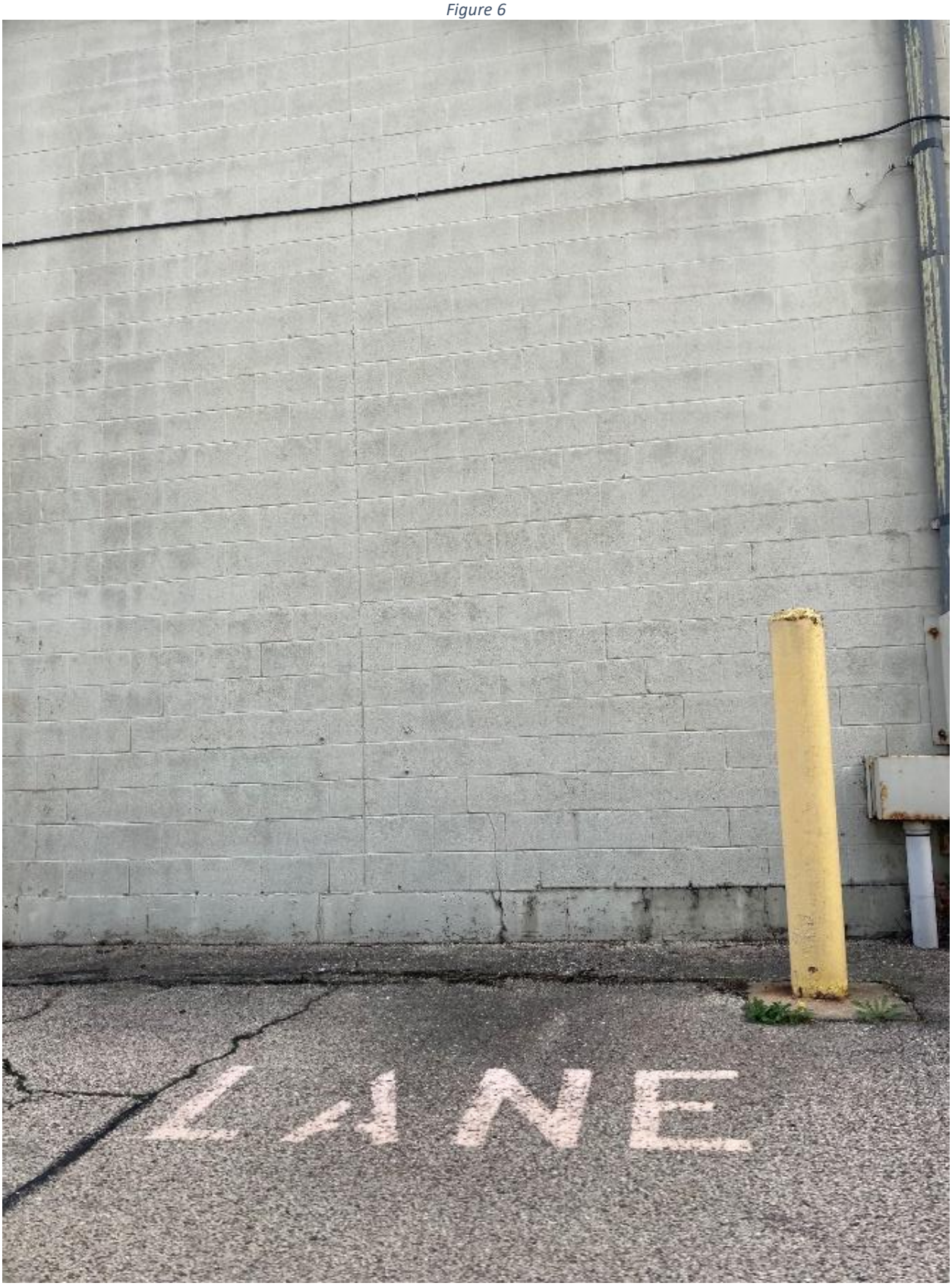


Figure 7



Obsolescence

Obsolescence is the condition or process of falling into disuse. Obsolete structures have become ill-suited for the original use. With respect to properties and buildings, the nature of obsolescence may be functional or economic, or a combination of both. Generally, functional obsolescence relates to the physical utility of a property or structure, and economic obsolescence relates to the ability of a property or building to compete in the marketplace.

a) Functional obsolescence

The design and spatial layout of buildings and site improvements and their geographical location and building orientation and setbacks respond to market needs for specific uses at the time those buildings and improvements were constructed. Additionally, buildings and improvements are designed within the technological constraints of the time. Design and spatial layout characteristics of buildings and site improvements include, but are not limited to, floor area, height, column spacing, loading and service areas, building orientation, on-site parking and storage areas, and vehicular circulation.

Over time, changes occur within industries and real estate markets causing properties to become ill suited for their original use, resulting in deficiencies in those buildings that limit their ability to function for their original purpose. This loss in functionality and overall usefulness or desirability of a property, diminishes the value and utility of the property and the building.

b) *Economic obsolescence*

Economic obsolescence is generally a result of building or site improvements that cause some degree of market rejection, resulting in a diminished market value of the property for its original intended use. Symptoms of economic obsolescence include excessive vacancies, lack of maintenance, deterioration, and dilapidation of buildings and site improvements.

Site improvements, including sewer and water lines, public utility lines (gas, electric, and telephone), roadways, parking areas, parking structures, sidewalks, curbs and gutters, lighting, etc., may also evidence obsolescence in terms of their relationship to contemporary development standards for such improvements. Factors of this type of obsolescence may include inadequate utility capacities, outdated designs, etc.

Typically, buildings with excessive vacancies or those classified as deteriorating or dilapidated contain undesirable building or site improvement conditions that may be infeasible to cure, resulting in an accelerated decline in market value. When not corrected, these building and site improvement deficiencies adversely impact neighboring areas, thereby detracting from the physical, functional, and economic vitality of the overall area.

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The Project Area is both functionally and economically obsolete. The original anchors for the center were located more than 900 feet south of the primary access on Rt. 14, more than twice the distance commonly associated with current commercial development. The existing buildings and the layout of the parking no longer serves current market conditions and shifts in consumer attitudes and tendencies have rendered the Project Area ill-suited to compete with nearby commercial properties. See Figure 11. Lack of maintenance and deterioration of the buildings and site improvements demonstrate and contribute to the growing obsolescence of the Area. Most of the commercial spaces are underutilized and have persistently vacant tenancies, showing evidence of both economic and functional obsolescence.

Both functional and economic obsolescence of buildings and site improvements is present within the Project Area. The presence of obsolescence significantly contributes towards designation of the Project Area as a 'blighted area'.

Figure 8



Deterioration

With respect to buildings, deterioration refers to defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters and downspouts, and fascia. The field survey found that 4 out of 8 buildings and the majority of the non-building surface improvements exhibited some level of deterioration. Clear evidence of building deterioration can be seen from the rear of buildings, but are also present in the front of the buildings. These deteriorating effects include but are not limited to: cracks in walls, foundations, and columns, and roofs. These issues are widely distributed throughout the entirety of the Project Area.

With respect to surface improvements, the condition of the pavement, roadways, curbs, and surface parking show clear evidence of deterioration, including but not limited to: surface cracking, crumbling, potholes, depressions, and weeds protruding through paved surfaces. Parking areas, sidewalks, curbs and other surface improvements have deteriorated to the point of requiring repaving or replacement. In general, the condition of the site is poor in both the areas with and without structures.

The deterioration, both of buildings and surface improvements, is widely distributed throughout the entirety of the Project Area. See Figures 12-19. The presence of deterioration of buildings and surface improvements is a significant contributing factor towards the designation of the Project Area as a 'blighted area.'

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Figure 9



Figure 10



Figure 11



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Figure 12



Figure 13



Figure 14



Figure 15



Figure 16



Presence of Structures Below Minimum Code Standards

Structures below minimum code standards include all structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes.

Prior to demolition, the Cub and Walmart buildings had been cited for code violations. The remaining buildings fail to meet the existing fire code requirements and have been cited for functional failure of fire suppression systems. The presence of structures below minimum code standards is a contributing factor towards the designation of the Project Area as a 'blighted area.'

Illegal Use of Individual Structures

Illegal use of individual structures refers to the use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.

The exterior field survey conducted by Teska found no obvious instances of illegal uses of structures within the Project Area. Illegal Use of Individual Structures does not contribute to the designation of the Project Area as a 'blighted area.'

Excessive Vacancies

Excessive vacancies refer to the presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.

The field survey conducted by Teska found that most existing structures in the Project Area are vacant and many have been for a prolonged period. See Figures 20-23. Prior to demolition, the two large anchor buildings were vacant for several years, and the departure of these businesses contributed to the excessive vacancies of the smaller storefronts. The pervasiveness of vacancies in the Project Area makes it difficult to attract and retain new businesses, particularly on the Eastern end of the Project Area. Excessive vacancies in the remaining structures of the Project Area are a significant contributing factor towards the designation of the Project Area as a "blighted area."

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Figure 17



Figure 18



Figure 19



Figure 20



Inadequate utilities

Inadequate utilities refer to utilities that have insufficient capacity to serve the uses in the redevelopment project area; are deteriorated, antiquated, obsolete, or in disrepair; or are lacking within the redevelopment project area. "Utilities" are defined in the Act as "underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services" (65 ILCS 5/11-74.4-3 (a)(1)(H)).

The utility infrastructure is insufficient to serve the needs of the Project Area, particularly if any residential use of the site is anticipated. The utilities are outdated and, in some cases, are in disrepair. See Figures 24-25. Unless the property is redeveloped using the existing footprint, the alignment and location of underground utilities must be completely modified and is a substantial financial impediment to the reuse of the site. Inadequate utilities to service the Project Area are a contributing factor towards the designation of the Project Area as a "blighted area."

Figure 21



Figure 22



Deleterious land use or layout

Deleterious land use or layout refers to the existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area.

The layout of the Project Area is no longer marketable. The buildings have a deep setback (more than 900 feet to the original anchor buildings) and the area where the anchors previously stood is downhill from the main road, making them difficult to see from Route 14/Northwest Highway. This low visibility, due to the deep "L" shape of the layout, has made customer attraction to the area difficult. Currently, the foundations of the demolished buildings have not been fully removed. See Figures 26-27.

Furthermore, most of the parking in the section of the Project Area that was previously the Crystal Court Shopping Center was owned and controlled by the anchor tenants, which created a parking and maintenance issue when those businesses left the shopping center. Deleterious land use or layout is a significant contributing factor towards the designation of the Project Area as a 'blighted area.'

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Figure 23



Figure 24



Environmental Clean Up

Environmental clean up is a contributing factor to a 'blighted area' designation when the area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

In 2012, Glenn's Cleaners, (previously located at 5583 Northwest Highway, in the current Project Area) was enrolled in the Illinois Environmental Protection Agency system, after a request from Crystal Lake Shopping Center Limited Partnership.. Although some clean-up occurred at the time, the Agency's no further remediation letter did not anticipate reuse of the site for residential purposes. Environmental clean up is a contributing factor to the designation of the Project Area as a 'blighted area.'

Decline in total Equalized Assessed Values (EAVs)

This factor can be cited if the total equalized assessed value of the proposed redevelopment project area has declined for 3 of the last 5 calendar years for which information is available; or is increasing at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available; or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for 3 of the last 5 calendar years for which information is available.

The equalized assessed value for the combined parcels within the Project Area has increased at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available (see Table 1). In 2016 and 2017 the EAVs for the Project Area decreased 11.4% and 8.4%, whereas the EAVs for Crystal Lake increased by 5.8% and 5.4%. In 2020, the EAVs for the Project Area increased by 0.4% and Crystal Lake's total EAVs increased by 3.8%. In 2021, the EAVs for the Project Area increased by 1.65%, whereas the EAV for Crystal Lake increased by 3.65%. These three years satisfy the condition that the EAVs for the Project Area increase at an annual rate that is lower than that of the municipality as a whole.

Table 1: Percent Change in EAV

	2016	2017	2018	2019	2020	2021
Project Area	-11.40%	-8.40%	8.70%	7.40%	0.40%	1.65%
Crystal Lake	5.80%	5.36%	5.37%	4.57%	3.81%	3.65%

Source: McHenry County

Decline in the Equalized Assessed Value contributes toward the designation of the Project Area as a 'blighted area' due to EAV decline in the Project Area as compared to the City of Crystal Lake.

CONCLUSIONS

Based on the findings contained herein, the Project Area as a whole qualifies as a 'blighted area' according to the criteria established by the Act, based on the predominance and extent of parcels exhibiting the following primary characteristics:

1. **Obsolescence**
2. **Deterioration**
3. **Excessive vacancies**
4. **Deleterious land use or layout**
5. **Decline of Equalized Assessed Value (EAV)**
6. **Presence of Structures Below Minimum Code Standards**

Each of these factors contributes significantly to the eligibility of the Project Area as a blighted area. These characteristics point to the need for designation of the Project Area as a blighted area, to be followed by public intervention in order that development might occur.

In addition to the primary significant qualifying factors listed above, the following eligibility criteria are present to a lesser degree within the Project Area. While these factors are not present to such a degree and/or sufficiently distributed throughout the Project Area, they do contribute towards the eligibility of the Project Area as a whole, and include:

1. **Dilapidation**
2. **Inadequate utilities**
3. **Environmental clean up**

Based on the evidence provided in this Eligibility Report, the Water's Edge area qualifies as a 'blighted area' according to the eligibility criteria established by the Act.

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here

areas in accordance with an adopted Redevelopment Plan over a period not to exceed 23 years. The municipal cost of certain public improvements and programs can be repaid with the revenues generated by increased assessed values of private real estate within a designated project area. This taxing power is only applied to the increase in equalized assessed valuation generated within the designated project area during the limited term of the Redevelopment Plan and Program, principally increased equalized assessed valuation from new private development.

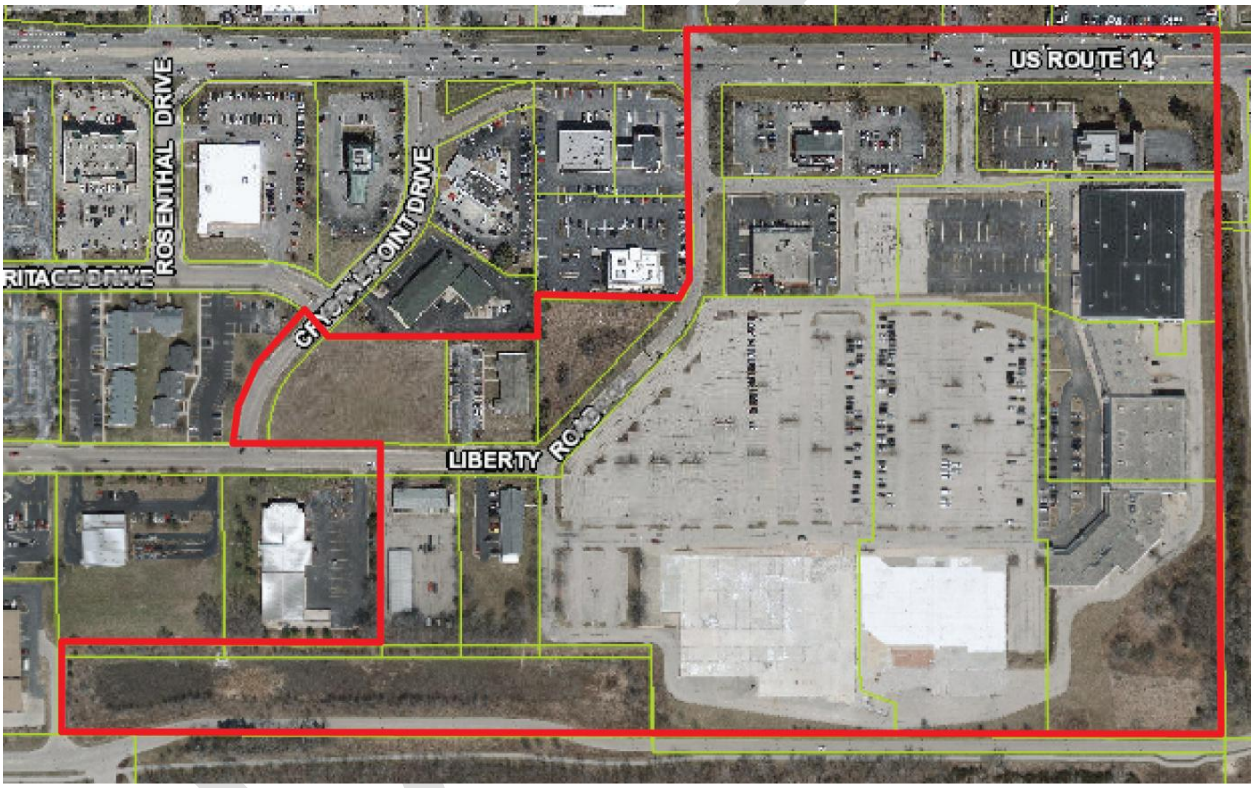


Figure 25: Project Area Boundary

The Act stipulates specific procedures which must be adhered to determining the eligibility of a Redevelopment Project area. A "Redevelopment Project Area" is defined as:

"…an area designated by the municipality, which is not less in the aggregate than 1 ½ acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as an industrial park conservation area, or a blighted area or a conservation area, or a combination of both blighted areas and conservation areas" (65 ILCS 5/11-74.4-3(p)).

Section 5/11-74.4-3 defines a "blighted area" as:

"…any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where:

(1) If improved, industrial, commercial, and residential buildings or improvements are detrimental to the public safety, health, or welfare because of a combination of 5 or more of the following factors, each of which is (i) present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the improved part of the redevelopment project area: dilapidation; obsolescence; deterioration; presence of structures below minimum code standards; illegal use of individual structures; excessive vacancies; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage and overcrowding of structures and community facilities; deleterious land use or layout; lack of community planning; need for environmental remediation; or declining total equalized assessed value."

This report and its appendices summarize the analysis and findings of Teska Associates, Inc., the consultant to the City of Crystal Lake. Teska has prepared this report with the understanding that the City would rely on: (1) the findings and conclusions of this report in proceeding with the designation of the study areas as a "Redevelopment Project Area" under the Act; and (2) the fact that Teska has obtained the necessary information to conclude that the study area can be designated as a "Redevelopment Project Area" in compliance with the Act.

4877-8186-5212, v. 2

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Ord. No. ……
File No. ….

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The City of Crystal Lake, Illinois

AN ORDINANCE CREATING THE WATER'S EDGE BUSINESS DISTRICT TAX ALLOCATION FUND

WHEREAS, the City of Crystal Lake (the "***City***") is an Illinois home-rule municipal corporation; and

WHEREAS, on June 3, 2025, the Mayor and City Council of the City ("***Corporate Authorities***") adopted Ordinance No. ____ designating the Water's Edge Business District (the "***Business District***") and approving a Business District Plan (the ***"Business District Plan"***) for the Business District, pursuant to the Illinois Business District Development and Redevelopment Business District Law, 65 ILCS 5/11-74.3-1 *et seq.* (the "***Business District Law***"); and

WHEREAS, on June 3, 2025, the Corporate Authorities adopted Ordinance No. ____ imposing a Retailers' Occupation Tax and Service Occupation Tax (the "***Sales Taxes***") in the Business District pursuant to Section 11-74.3-6 of the Business District Law to fund the planning, execution, and implementation of plans and to pay for project costs for the Business District as set forth in the Business District Plan; and

WHEREAS, the Corporate Authorities now hereby find that it is necessary to create a special fund to receive the revenues of the Sales Taxes from the Department of Revenue of the State of Illinois;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City

of Crystal Lake , McHenry County, Illinois, as follows:

Section 1. Recitals. The above recitals and all exhibits attached to this Ordinance are incorporated herein and made a part hereof.

Section 2. Creating a Business District Tax Allocation Fund. A special fund shall be, and is hereby, established pursuant to Section 11-74.3-6(a) of the Business District Law to receive from the Department of Revenue the proceeds of the Sales Taxes imposed in the Business District. This fund shall hereafter be known as the "Water's Edge Business District Tax Allocation Fund."

Section 3. Deposit of Sales Tax Revenues. The Corporate Authorities shall cause to be deposited any and all proceeds of the Sales Taxes received from the Department of Revenue from the Business District into the Water's Edge Business District Tax Allocation Fund for the purpose of paying business district project costs and obligations incurred in the payment of those costs, as provided by the Business District Law.

Section 4. Effective Date. This Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this ___ day of June, 2025.

AYES:

NAYS:

ABSENT:

APPROVED this ___ day of June, 2025.

_____
Mayor

ATTEST:

_____
City Clerk

4926-8989-0888, v. 1

Ord. No. ……
File No. ….

DRAFT

The City of Crystal Lake, Illinois

AN ORDINANCE IMPOSING
A RETAILERS' OCCUPATION TAX AND SERVICE OCCUPATION TAX
IN THE WATER'S EDGE BUSINESS DISTRICT PURSUANT TO THE
ILLINOIS BUSINESS DISTRICT DEVELOPMENT AND REDEVELOPMENT ACT

WHEREAS, the City of Crystal Lake (the "***City***") is an Illinois home-rule municipal corporation; and

WHEREAS, on June 3, 2025, the Mayor and City Council of the City ("***Corporate Authorities***") adopted Ordinance No. ____ designating the Water's Edge Business District (the "***Business District***") and approving a development plan and project (the "***Business District Plan***") for the Business District, pursuant to the Illinois Business District Development and Redevelopment Act, 65 ILCS 5/11-74.3-1 *et seq.* (the "***Business District Law***"); and

WHEREAS, the Corporate Authorities have determined that the use of proceeds from a sales tax in the Business District to fund the planning, execution, and implementation of the Business District Plan and to pay for Business District project costs as set forth in the Business District Plan is in the best interests of the City and its residents;

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

Section 1. Recitals. The foregoing recitals are by this reference incorporated into and made a part of this Ordinance as if fully set forth.

Section 2. Establishment of Taxes. A tax is hereby imposed upon:

A. All persons engaged in the business of selling tangible personal property, other than an item titled or registered with an agency of the government of the State of Illinois, at retail in the Business District, at a rate of 1% of the gross receipts of the sales made in the course of such business ("***Business District Retailers' Occupation Tax***"), in accordance with Section 11-74.3-6(b) of the Business District Law; and

B. All persons engaged, in the Business District, in the business of making sales of service who, as an incident to making those sales of service, transfer tangible personal property within the business district, either in the form of tangible personal property or in the form of real estate as an incident to a sale of service, at a rate of 1% of the selling price of the tangible personal property so transferred within the Business District ("***Business District Service Occupation Tax***"), in accordance with the provisions of Section 11-74.3-6(c) of the Business District Law.

Section 3. Exemptions. The Business District Retailers' Occupation Tax and Business District Service Occupation Tax (collectively, the "***Sales Taxes***") imposed by this Ordinance shall not apply to the sale of food for human consumption that is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks, and food that has been prepared for immediate consumption); prescription and nonprescription medicines, drugs, or medical appliances; modifications to a motor vehicle for the purpose of rendering it usable by a disabled person; and insulin, urine testing materials, syringes, and needles used by diabetics, for human use, or such other items that are exempt from the Sales Taxes pursuant to the Business District Law.

Section 4. Application and Duration of Taxes. The Sales Taxes shall apply in the Business District, pursuant to this Ordinance and Section 11-74.3-6 of the Business District Law. The Business District is legally described in Exhibit A, attached to and, by this reference, incorporated into and made a part of this Ordinance as if fully set forth herein. A map depicting the Business District is attached as Exhibit A-1 and, by this reference, incorporated into and made a part of this Ordinance as if full set forth herein. The Sales Taxes shall be imposed until all Business District project costs and all municipal obligations financing the Business District project costs have been paid in accordance with the Business District Plan, but in no event longer than 23 years after the date of adoption of this Ordinance.

Section 5. Collection and Enforcement by Department of Revenue. The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois. The Department of Revenue shall have full power to administer and enforce the provisions of this Ordinance.

Section 6. Filing of Ordinance and Approval. The Corporate Authorities hereby authorize and direct the City Manager to file (or cause to be filed) a certified copy of this Ordinance with the Department of Revenue on or before the first day of October 2025, in accordance with Section 11-74.3-6 of the Business District Law.

Section 7. Effective Date. This Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form in the manner provided by law, and the taxes imposed in this Ordinance shall take effect on the first day of January 2026, in accordance with Section 11-74.3-6 of the Business District Law.

PASSED this ___ day of June, 2025.

AYES:

NAYS:

ABSENT:

APPROVED this ___ day of June, 2025.

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE WATER'S EDGE BUSINESS DISTRICT AREA

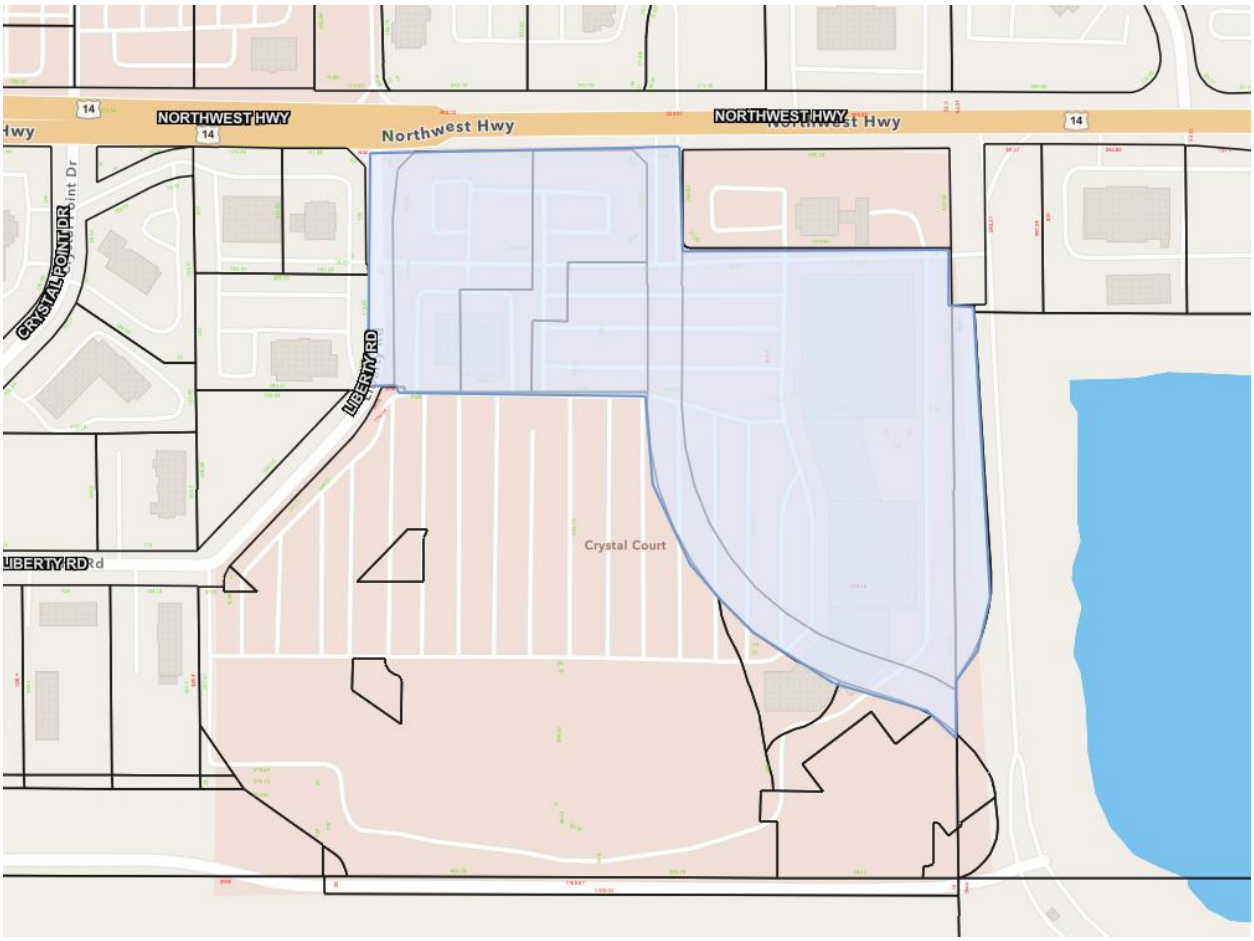
Lots 2-5 of the Water's Edge Subdivision, being a resubdivision of Lots 1 and 3 in the Final Plat of Resubdivision of Lot One in the Crystal Court Subdivision, Lots 2-5 in the Crystal Court Subdivision, all in the North half of the Northwest Quarter of Section 9, Township 43 North, Range 8 East of the Third Principal Meridian and Part of the North Half of the Northeast Quarter of Section 9, Township 43 North, Range 8 East of the Third Principal Meridian, all in McHenry County, Illinois.

The Business District Area is also described as P.I.N.s 19-09-127-001, 19-09-127-002, 19-09-127-003, and 19-09-126-023.

EXHIBIT A-1

MAP OF WATER'S EDGE BUSINESS DISTRICT

AREA



4928-7680-1352, v. 1

Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: June 3, 2025

Item: Proposal Award – Design Engineering Services and Construction Engineering Assistance for Sanitary Pump Station 6

Staff Recommendation: Motion to award the proposal for Design Engineering Services for Sanitary Pump Station 6 to the most qualified, responsible and responsive proposer, Clark Dietz, Inc., and adopt a Resolution authorizing the City Manager to execute an agreement with Clark Dietz, Inc. in the amount of $114,085.00 with a 10% contingency for changes in scope and approve warranted completion date extensions

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

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Background:
The Public Works Department is responsible for operating and maintaining a system of sanitary pump stations (lift stations) located throughout the City. These sanitary pump stations are in need for conveying sanitary wastewater through the sewer system to the City's wastewater treatment plants.

Sanitary Pump Station 6, located at the southwest corner of Keith Avenue and Harold Street, is estimated to have been installed in 1957 and rehabilitated between 1972 and 1974. The existing lift station has reached the end of its service life and is in need of replacement.

In 2024, the City commissioned a report prepared by Trotter and Associates, Inc., evaluating options to update the station, including rehabilitation and relocation. Based on this report, the City plans to construct a new station at the southeast corner of Keith Avenue and Harold Street, east of the existing station.

The project scope includes complete design engineering for a new submersible pumping station with a wet well, control panel, emergency backup generator, transfer switch, and all associated components.

Consultant Selection Process:
The Wastewater Division followed the City's Purchasing Policy to solicit proposals from consulting engineering firms for design engineering services for this project. The City received proposals from five firms: Clark Dietz, Fehr Graham, IMEG, Trotter & Associates, and Valdes Architecture &

Engineering. Based on the proposals received and a review of their qualifications, a staff-working group selected the top two firms (Clark Dietz and IMEG) for interviews and requested cost proposals from these consultants. The two proposals were then ranked based on four qualification factors (using a scale of 1 to 5, with 5 being the highest) and cost to determine which consultant provided the best value for the City. The results of the ranking process are depicted below:

Design Engineering Services and Construction Engineering Assistance for Lift Station #6

Proposal Ranking Excellent = 5 Very Good = 4 Good = 3 Acceptable = 2 Poor = 1 Unacceptable = 0	Committee's Relative Weight of Importance	Clark Dietz		IMEG	
		Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating
Criteria	(1-10)				
The consultant presented an approach that demonstrated the ability to perform the scope tasks.	10	4.0	40.00	4.3	43.33
Consultant staff had experience with similar projects and showed the ability to overcome unique design issues.	9	4.7	42.00	4.7	42.00
Ideas and understanding of handling high amounts of fat, oils, and grease, and also with forcemain lining.	7	4.7	32.67	4.3	30.33
Understanding and experience with land acquisition assistance.	5	4.7	23.33	4.0	20.00
Total Weighted Rating	31		138.00		135.67
PROPOSAL RANKING		4.45		4.38	
Total Cost		$114,085.00		$139,598.00	
Relative Cost Ranking (Formula) (2.5 = avg. cost, points awarded/deducted for fee compared to avg) Avg. cost =		2.75		2.25	
TOTAL VALUE RANKING =		3.60		3.31	

Recommendation:

This contract is being presented pursuant to the request for proposal process. Under this process, the contract is to be awarded to the vendor whose proposal will be the most advantageous to the City. City staff has reviewed the proposals received, and determined that the recommended consultant best meets the requirements for the project.

Based on the proposals received, experience, and qualifications noted, it is the recommendation of engineering staff to select Clark Dietz, Inc. to provide design engineering for the Sanitary Pump Station 6 project. The City has worked with Clark Dietz, Inc. previously and has been satisfied with their work. Funding for the Design Engineering Services for Sanitary Pump Station 6 is included in the fiscal year 2025 budget.

Votes Required to Pass:

Simple Majority

RESOLUTION

WHEREAS, Sanitary Pump Station 6 has reached the end of its service life and is in need of replacement; and

WHEREAS, City staff does not have the expertise or resources to prepare the necessary design documents and therefore requires the support of an engineering consultant for design engineering services for the project; and

WHEREAS, proposals were publicly solicited and reviewed, resulting in a determination that Clark Dietz, Inc. offered the most advantageous proposal for the City.

DRAFT

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute an agreement between the CITY OF CRYSTAL LAKE and Clark Dietz, Inc. for Design Engineering Services and Construction Engineering Assistance for Sanitary Pump Station 6 in the amount of $114,085.00; and

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

DATED this 3rd day of June, 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL:

ATTEST:

_____
CITY CLERK

PASSED: June 3, 2025
APPROVED: June 3, 2025

DRAFT

PROPOSAL PRICE FOR CONSULTANT SERVICES

Project Name: Design Engineering Services and Construction Engineering Assistance for Lift Station #6

Firm: Clark Dietz, Inc. Date: 05/16/25

Bid Authorized By: _____ Signature

Base Scope of Services:

ITEM	MANHOURS/EACH	TOTAL IN-HOUSE COSTS (PAYROLL + OVERHEAD)	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
1. Cost Estimate	22	3,990.00		**3,990.00**	4%
2. Open House	4	1,140.00		**1,140.00**	1%
3. Land Acquisition Assistance	16	3,760.00	3,000.00	**6,760.00**	6%
4. Design Engineering	360	71,120.00	7,500.00	**78,620.00**	72%
5. Design Engineering - Bidding Assistance	5	1,075.00		**1,075.00**	1%
6. Construction Engineering Assistance - Inspector Time	40	6,700.00		**6,700.00**	6%
7. Submittal Review	40	7,420.00		**7,420.00**	7%
8. Construction Q&A	20	4,080.00		**4,080.00**	4%
TOTAL	**507**	**99,285.00**	**10,500.00**	**109,785.00**	**100.00%**

OPTIONAL TASKS / ADDITIONAL RECOMMENDED SERVICES Beyond the Base Scope of Service:

ITEM	MANHOURS	TOTAL IN-HOUSE COSTS (PAYROLL + OVERHEAD)	SERVICES BY OTHERS	TOTAL
Design Engineering for 480V to the Lift Station	20	4,300.00		

109,785.00
4,300.00
114,085.00

Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: June 3, 2025

Item: Utility agreements for the NVA Development located at 390 Sands Road

Staff Recommendation:

1. Motion to adopt a Resolution approving a Pipeline Crossing Agreement for the NVA development at 390 Sands Road between the City of Crystal Lake and the Union Pacific Railroad and authorizing the City Manager to execute the agreement between the City of Crystal Lake and Union Pacific Railroad

2. Motion to adopt a Resolution approving an Indemnification Agreement for the NVA development at 390 Sands Road between the City of Crystal Lake and NVA Warehousing, LLC, and authorizing the City Manager to execute the agreement between the City of Crystal Lake and NVA Warehousing, LLC

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

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Background:

The development at 390 Sands Road requires the installation of a new public water main that will be directionally drilled under the existing Union Pacific Railroad (UPRR) tracks ("tracks") on Sands Road, north of US Route 14 to connect to the existing water main that runs along the west side of Sands Road south of the railroad tracks.

The construction will be completed by the developer. Upon completion and inspection, the portion crossing underneath the tracks will become a public water main and then become the responsibility of the City to maintain or repair in the future. A pipeline crossing agreement is required from the UPRR for the installation of the water main within their right-of-way and underneath the railroad tracks. The UPRR requires the City to sign the pipeline crossing agreement. The crossing agreement with UPRR requires that the City indemnify the granting party from any loss which they may incur arising out of the installation, maintenance and repair of the water line under their respective properties.

Because the City will not be constructing the water main, the City is requiring that the developer execute an indemnification agreement which will require the developer to indemnify the City from any claims asserted by UPRR, arising out of the developer's actions in connection with the installation of the water main and repair and maintenance of the water main during the two-year guarantee period following the City's acceptance of the water main. The new water main will be located within a casing pipe. For any future maintenance work, the City would pull the water main out of the casing pipe to complete the repair. Sands Road or the tracks would not need to be disturbed in the future from this work.



The City executed similar agreements for the installation of a water main under UPRR railroad tracks for the Enclave development located at the intersection of Main Street and Crystal Lake Avenue.

Recommendation:

It is City staff's recommendation to approve the following for NVA development located at 390 Sands Road, and to authorize the City Manager to execute said agreements:

- Pipeline Crossing Agreement with the UPRR
- Indemnification Agreement with the owner of 390 Sands Road, NVA Warehousing, LLC

Special counsel has reviewed and approved all agreements.

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS, there is a requirement for the NVA development, located at 390 Sands Road, to extend a public water main; and

WHEREAS, the new water main will be constructed upon property which is not owned by the City; and

WHEREAS, a Pipeline Crossing Agreement between the City and the Union Pacific Railroad ("UPRR") is required to grant the City the right to install and maintain its water main upon the UPRR property.

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

DRAFT

BE IT FURTHER RESOLVED that the City Manager is authorized and directed to sign, and the City Clerk is hereby authorized and directed to attest, on behalf of the City, a Pipeline Crossing Agreement between the City and UPRR; and

BE IT FURTHER RESOLVED that the City Manager or his designee is hereby authorized and directed to negotiate any additional terms and conditions or minor modifications to the Agreement as may be determined to be in the best interests of the City, provided that such terms, conditions, or modifications are substantially consistent with the purpose and intent of attached Agreement and this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

DATED this 3rd day of June, 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: June 3, 2025
APPROVED: June 3, 2025

DRAFT

RESOLUTION

WHEREAS, there is a requirement for the NVA development, located at 390 Sands Road, to extend a public water main; and

WHEREAS, the new water main will be constructed upon property which is not owned by the City; and

WHEREAS, the City and NVA Warehousing, LLC ("Developer") desire to enter into an Indemnification Agreement indemnifying the City with respect to the installation and initial maintenance when constructing the new water main within the Union Pacific Railroad right-of-way.

DRAFT

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

BE IT FURTHER RESOLVED that the City Manager is authorized and directed to sign, and the City Clerk is hereby authorized and directed to attest, on behalf of the City, an Indemnification Agreement between the City and the Developer; and

BE IT FURTHER RESOLVED that the City Manager or his designee is hereby authorized and directed to negotiate any additional terms and conditions or minor modifications to the Agreement as may be determined to be in the best interests of the City, provided that such terms, conditions, or modifications are substantially consistent with the purpose and intent of attached Agreement and this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

DATED this 3rd day of June, 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: June 3, 2025
APPROVED: June 3, 2025

DRAFT

INDEMNIFICATION AGREEMENT RELATING TO THE DEVELOPMENT OF PROPERTY LOCATED AT 390 SANDS ROAD

THIS AGREEMENT, made as of this 3rd day of June, 2025 by and between the CITY OF CRYSTAL LAKE, an Illinois home rule municipal corporation, by and through the Mayor and City Council of the City of Crystal Lake (the "City") and NVA WAREHOUSING LLC, an Illinois Limited Liability Company (the "Developer").

WHEREAS, the City will assist the Developer with and, if necessary, jointly applying for agreements necessary for installing, operating, maintaining, servicing, repairing and replacing utility facilities servicing the Property; and

WHEREAS, the Developer has requested that the City execute a "Pipeline Crossing Agreement" with Union Pacific Railroad Company ("UP") to allow for the installation of an underground twelve-inch ductile iron pipe conveying public water encased in a twenty-inch steel pipe pipeline cross ng (the Pipe ne") cross UP property the "Crossi Agreement"). A true and correct copy o the forr of C os ng Agre men is atta ed Hereto, a Exhibit A; and

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WHEREAS, the Crossing Agreement requires that the City pay $31,060.00 for the rights granted therein and further obligates the City to pay/or reimburse UP for certain expenses incurred by UP in connection with the installation of the Pipeline; to maintain obtain and maintain certain insurance coverages and to defend, indemnify and hold harmless the Licensor (as defined in the Crossing Agreement) against any claim arising out of any loss, as more fully set forth in the Crossing Agreement.

NOW THEREFORE, in consideration of the City's agreement to execute the Crossing Agreement, the Developer agrees as follows:

1) The foregoing recitals are repeated and incorporated as though fully set forth herein.
2) The Developer agrees that it will construct the Pipeline in accordance with all of the terms and conditions of the Crossing Agreement.

3) To the extent that the City is required to pay or reimburse UP for any costs, expenses or liabilities in connection with the installation of the Pipeline pursuant to the Crossing Agreement, the Developer shall reimburse the City for all such expenses or liabilities and will defend and indemnify the City and its elected and appointed officials, employees and agents from and against any claims, suits or liability arising out of or in connection with such installation of the Pipeline, except to the extent resulting from the negligence or willful misconduct of City or its employees, agents or contractors. To the extent that the City accepts the Pipeline, from and after the acceptance date, the obligations set forth in this paragraph shall extend to any maintenance and or repair performed by the Developer and/or its contractors, agents, employees and subcontractors during the twenty-four (24) month period following the acceptance date that the Developer is required to guarantee that the Pipeline remains in good condition and repair following acceptance of the Pipeline by the City.

4) To the extent that the City incurs any expense and/or liability in connection with the Hold Harmless provisions set forth in Section Five of the Crossing Agreement (except to the extend resulting from the negligence or willful misconduct of City or its employees, agents or contractors), the Developer agrees that it will indemnify the City and its elected, appointed officials, employees and agents, against any claim, damages, expenses, suit or costs (including reasonable attorney's fees) arising out of such Hold Harmless provisions relating to any action or failure to act by the Developer and/or its contractors, employees, subcontractors and/or agents in connection with the Pipeline, prior to the date on which the City accepts the Pipeline and during such twenty-four (24) month period after the acceptance date that the Developer is required to guarantee that the Pipeline remains in good condition and repair following acceptance of the Pipeline by the City. The obligations set forth in this paragraph shall survive the expiration of this agreement with regard to any indemnification obligations that arise as a result of acts, events or omissions with regard to the period prior to the expiration of this agreement.

5) Except, as provided in paragraph 4, above, the terms of this agreement shall expire and be of no further force and effect upon the expiration of the twenty-four (24) month acceptance period referenced in Sections 3 and 4 above.

DRAFT

6) City agrees to provide Developer with emailed and mailed copies of any notices City receives under the terms of the Crossing Agreement within two (2) business days following receipt. Developer shall reasonably cooperate in the provision of notices by the City under the Crossing Agreement, and City agrees to provide Developer any notices it intends to send under the Crossing Agreement not less than five (5) business days prior to delivery of the notice.
7) The City shall reasonably cooperate with Developer in the staging of work, lane or road closures, and change orders necessitated by conditions encountered in the field and during work.
8) Noting in this Agreement alters or amends the terms of the Improvement Agreement entered into by and between the City and Developer, but this Agreement shall supplement the terms of the Improvement Agreement solely as to those terms of this Agreement and the work under the Crossing Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this instrument to be executed by their proper officers duly authorized to execute same.

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ATTEST:

CITY OF CRYSTAL LAKE

_____
City Clerk

By: _____
City Manager

NVA WAREHOUSING LLC

By: _____
Ivan Nartsev, Member and Manager

EXHIBIT A

CROSSING AGREEMENT

See attached

DRAFT

Pipeline Crossing 080808
Last Modified: 06/05/18
Form Approved, AVP-Law

Project No. 0803140

PIPELINE CROSSING AGREEMENT

Mile Post: 40.78, Harvard Subdivision
Location: Crystal Lake, Mchenry County, Illinois

THIS AGREEMENT ("Agreement") is made and entered into as of May 2, 2025, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF CRYSTAL LAKE**, an Illinois Municipal Corporation to be addressed at 100 W. Woodstock St., Crystal Lake, Illinois 60014 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. **LICENSOR GRANTS RIGHT.**

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate an underground 12 inch ductile iron pipe conveying public water encased in 20 inch steel pipe pipeline crossing only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage or other facilities located in Crystal Lake, Mchenry County, State of Illinois ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities are shown on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated April 22, 2025, attached hereto as **Exhibit A** and made a part hereof.

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B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for an underground 12 inch ductile iron pipe conveying public water encased in 20 inch steel pipe pipeline crossing, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. **LICENSE FEE.**

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of Thirty One Thousand Sixty Dollars **($31,060.00)**.

Article 3. **TERM.**

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. **LICENSEE'S COMPLIANCE WITH GENERAL TERMS.**

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. **INSURANCE.**

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. **DEFINITION OF LICENSEE.**

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

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Article 7. **ATTORNEYS' FEES, EXPENSES, AND COSTS.**

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. **WAIVER OF BREACH.**

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. **ASSIGNMENT.**

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B.**

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Project No. 0803140)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF CRYSTAL LAKE
100 W. Woodstock St.
Crystal Lake, Illinois 60014

Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate service with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

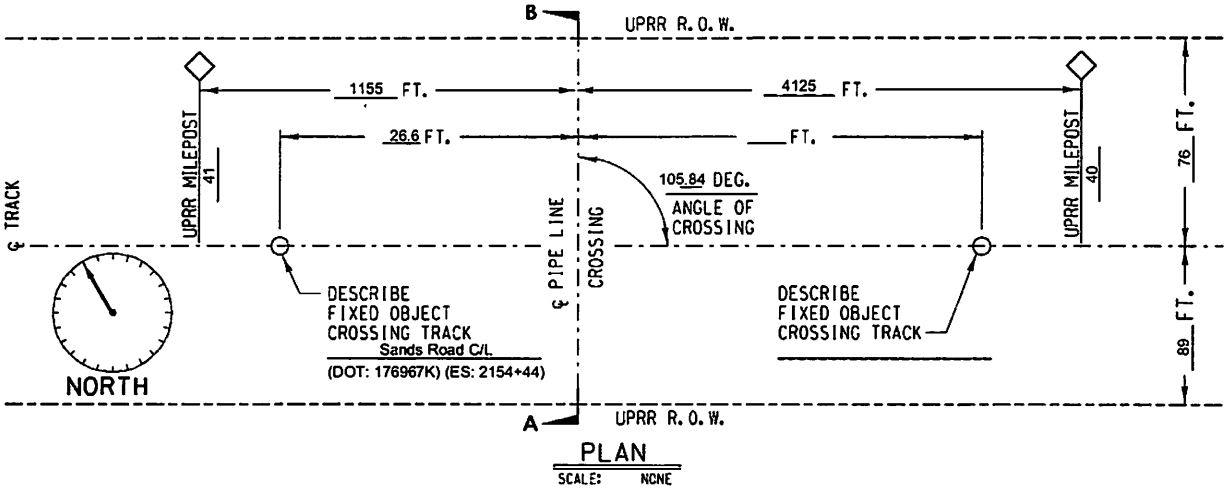
DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

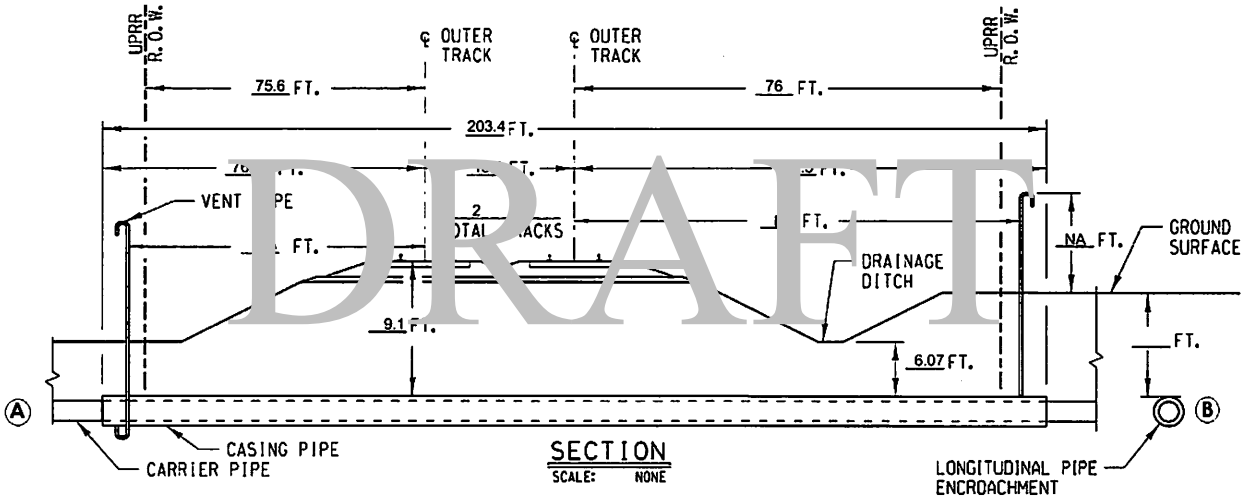
UNION PACIFIC RAILROAD COMPANY	**CITY OF CRYSTAL LAKE**
By: _____	By: _____
Jim Hild *Director Real Estate - Contracts*	Name Printed: _____ Title: _____

NON-FLAMMABLE LIQUID PIPELINE

☑ CROSSING
☐ ENCROACHMENT
☐ BOTH



PLAN
SCALE: NONE



SECTION
SCALE: NONE

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NOTES:
1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
2) REFER TO AREMA VOLUME 1. CHAPTER 1. PART 5. SECTION 5.1

A) METHOD OF INSTALLATION BORED AND JACKED
B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT ____.
C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
D) CARRIER MATERIAL Ductile Iron Pipe. IF RCP, CLASS V? NA.
COMMODITY TO BE CONVEYED PUBLIC WATER.
OPERATIONAL PRESSURE 60 PSI. MAOP 60 PSI.
WALL THICKNESS (INCH)/ SCHEDULE 0.37. DIAMETER 12 IN.
CATHODIC/COATING PROTECTION NO
E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA.
TOTAL LENGTH CASING PIPE: 212 FT.
WALL THICKNESS 0.375 IN. DIAMETER 20 IN.
CATHODIC/COATING PROTECTION YES
CASING PIPE IS OPEN AT THE ENDS.
F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES 76.5 AND 113.5.

BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION: Harvard Sub.	
TRACK TYPE: MAINLINE	
M.P.: 40.78	LAT.: 42.2272416
E.S.M.: 2154+17.4	LONG.: -88.2826279
NEAREST CITY: CRYSTAL LAKE / COUNTY: MCHENRY / STATE: IL	
APPLICANT: CITY OF CRYSTAL LAKE	
FILE NO.: 0803140	DATE: 04/22/2025

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractors to Licensor's satisfaction and in strict conformity with (i) Licensor's current engineering standards and specifications including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

DRAFT

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written

authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B,** Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagger used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

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Section 5. **SAFETY.**

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

Union Pacific Current Safety Requirements

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES Section of this **Exhibit B.**

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E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B.**

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. **PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B,** Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. **LICENSEE'S PAYMENT OF EXPENSES.**

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

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Section 8. **MODIFICATIONS TO LICENSEE'S FACILITIES.**

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. **RESTORATION OF RAILROAD PROPERTY.**

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost

and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.

2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.

3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;

2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;

4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;

5. Right(s) or interest(s) granted pursuant to this Agreement;

6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;

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7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and

8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. **TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.**

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

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B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at this link for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been

restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B)** arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B),** accrued or otherwise, which may have arisen prior to such termination.

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EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance**. Commercial general liability (CGL) with a limit of not less than $2,000,000 each occurrence and an aggregate limit of not less than $4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance**. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less $2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage showing "Union Pacific Railroad Company Property" as the Designated Job Site.

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C. **Workers' Compensation and Employers' Liability Insurance**. Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance**. Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least $2,000,000 per loss, with an annual aggregate of at least $4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage

will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance**. Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance**. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damage exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (1) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

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Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date: June 3, 2025

Item: Board and Commission Appointment - Planning and Zoning Commission

Staff Recommendation: Motion to confirm the appointment of Laura Dzielski to the Planning and Zoning Commission for a term ending January 31, 2026

Contact: Haig Haleblian, Mayor

Background:

Mayor Haleblian will present the appointment of one member to the Planning and Zoning Commission. Ms. Dzielski would fill the vacancy on the Commission created when Natasha Teetsov was elected to the City Council. The term for this position would expire on January 31, 2026.

Mayor Haleblian nominates Laura Dzielski for the position expiring on January 31, 2026.

Appointments to the Planning and Zoning Commission are made by the Mayor and confirmed by the City Council.

Votes Required to Pass:
Simple majority.

Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date: June 3, 2025

Item: Board and Commission Reappointment – Library Board

Mayor's Recommendation: Motion to reappoint Bonita Drew to the Library Board for a three-year term ending June 30, 2028

Contact: Haig Haleblian, Mayor

Background:

For the City Council's information, Bonita Drew is a current Library Board member whose three-year term expires June 30, 2025. Ms. Drew would like to be reappointed.

Library Board appointments and reappointments are nominated by the Mayor and confirmed by the City Council.

Should the City Council have any questions, please contact Mayor Haleblian.

Votes Required to Pass:

Simple majority

Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date: June 3, 2025

Item: Board and Commission Reappointment – Board of Fire and Police Commissioners

Mayor's Recommendation: Motion to reappoint Jill Struck to the Board of Fire and Police Commissioners for a term ending

Contact: Haig Haleblian, Mayor

Background:

The term of Board of Fire and Police Commissioners member Jill Struck expires June 30, 2025. Ms. Struck would like to be reappointed to serve on the Commission.

The Board of Fire and Police Commission appointments are nominated by the Mayor and confirmed by the City Council. If reappointed, Jill Struck's term will expire June 30, 2028.

Should the Council have any questions, please contact Mayor Haig Haleblian.

Votes Required to Pass:

Simple majority

Agenda Item No: 18

City Council
Agenda Supplement

Meeting Date: June 3, 2025

Item: Designation and Auction Sale of Surplus Property

Staff Recommendation: Motion to Adopt a Resolution:

1. Designating the items identified in Exhibit "A" as surplus property, and
2. Authorizing surplus items to be disposed of as designated in Exhibit "A," and
3. Authorizing the City Manager to execute an agreement with Obenauf Auction Service, Inc. for the sale of City surplus property, and
4. Authorizing surplus items not sold, donated, or whose proposed auction price is less than a scrap price, be scrapped in accordance with the City's scrap metal policy.

Staff Contact: Jodie Hartman, Director of Finance

Background:

The City of Crystal Lake periodically coordinates the selling of surplus City equipment. A list of property proposed as surplus, to be destroyed, dismantled or sold through a public online bidding process or brokerage sale, is attached as Exhibit "A". Exhibit "A" identifies a list of surplus non-utilized pieces of equipment which have been submitted by various City departments. The designation of equipment as surplus and subsequent auction sales of equipment provides the following benefits to the City:

1) Designating equipment as surplus allows the City the ability to make space available currently occupied by the non-utilized equipment.
2) Partnerships with auction firms minimizes the costs and time required to sell the equipment through a bidding process. These costs include advertising, publishing legal notification, and staff time required to show the equipment. The associated cost to the City by utilizing Obenauf Auction Service, Inc. is a 3% commission for all items sold.
3) Participation in auction sales provides an additional avenue for the sale of the surplus equipment and vehicles to increase the likelihood that the City will maximize its return on the sale of the items.

The items in Exhibit "A" marked for sale will be sold through auction through the City's broker, Obenauf Auction Service, Inc. Items marked as junk/destroy, scrap or dismantle for parts have been determined by the department head to have minimal or no value.

Recommendation:

It is the recommendation of staff to designate the items in Exhibit "A" as surplus, to authorize the City Manager to execute an agreement with Obenauf Auction Service, Inc. for the sale of the surplus items through a public online bidding process administered by Obenauf with a 3% sales commission for all items sold, and to authorize the destruction or dismantling of the surplus items as indicated.

Votes Required to Pass:

Simple majority

Res. 25R-___

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE from time to time designates surplus items that are no longer needed or obsolete; and

WHEREAS disposing of said items provides revenue and utilization of an online auction service increases the likelihood that the City will maximize its return on the sale of the items.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the items identified in Exhibit "A" be and are hereby designated as surplus; and

BE IT FURTHER RESOLVED that the surplus items are to be disposed of as designated in Exhibit "A;" and

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BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute an agreement with Ohnaut Auction Service, Inc. for auction services pertaining to items listed on "Exhibit A" for a 3% sales commission; and

BE IT FURTHER RESOLVED that any items not sold or whose proposed auction price is less than a scrap price, be scrapped in accordance with the City's scrap metal policy.

DATED this 3rd day of June, 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL
ATTEST

_____
CITY CLERK

PASSED: June 3, 2025
APPROVED: June 3, 2025

Exhibit A

DEPT	QTY	ITEM	YEAR	MAKE/MANUFACTOR	MODEL	SERIAL NO	DISPOSITION ACTION REQUIRED
CMO	2	Prop Guards		Adventure Marine	Propeller Line Guard		Sale
CMO	1	Betco Fast Draw Wall-Mounted Water/Soap Dispenser		Betco	Fast Draw		Sale
CMO	2	Shelves					Srap
CMO	7	Misc. Brackets					Sale
CMO	1	Exhaust Fan	2010	Jenco Fan	RED06	1000I7033	Sale
CMO	14	Flower Pots		Vista Products	Metallic Planters	KQ751	Sale
Com. Dev.	6	Gray 5 drawer file cabinets					Scrap
Com. Dev.	2	Beige 4 drawer file cabinets					Scrap
Com. Dev.	7	Beige 5 drawer file cabinets					Scrap
Com. Dev.	1	Copier					Junk/Destroy
Com. Dev.	1	Paper Drawer					Junk/Destroy
Finance	2	Long drawer file cabinets					Scrap
Finance	3	Regular drawer file cabinets					Scrap
Fire	1	Performax 8" Bench Grinder		Perform Max			Sale
Fire	1	Command Box (Ford Expedition)					Sale
Fire	1	Ford Expedition Divider	2017	Patriot Products			Sale
Fire	1	TV Stand					Sale
Fire	1	Easton Hockey Storage Bag		Easton	Synergy EQ20 Bag BKBK		Sale
Fire	2	Easton Hockey Storage Bag		Easton	E500 36 Wheel BKBK		Sale
Fire	2	File Cabinet					Sale
Fire		Misc. Vehicle Parts		Va[illegible]s	[illegible]arious		Sale
Fire	1	Inflatable Raft					Sale
Fire	1	Reebok Hockey Storage Bag		[illegible]eebok	[illegible]001 EB6[illegible] 36XWH		Sale
Fire		Shelving Unit					Sale
Fire	1	TV Stand					Sale
Fleets		Door (glass, weatherstrip, h[illegible]are)		Case			Scrap
Fleets	1	Spare tire and wheel for wheel loader 17.5-25		Bridgestone	R Lug		Sale
Fleets	1	Spare tire for wheel loader 20.5R25		Michelin	XHA		Sale
Fleets	2	Spare Tires and Wheels Steer Axle from E-One Fire Engine		Firestone	T839 Radial		Sale
Fleets	7	SYSC MLX Control Enclosure		Lithonia Lighting	Various	Various	Sale
Fleets	1	ThinkCentere M93 SFF		Lenovo	M93 SFF		Sale
Fleets	1	Control Board Assembly		Johnson Controls	AS-AHU 102-0 & AS-AHU 101-1		Sale
Fleets	1	Metasys NAE (Network Automation Engine)		Johnson Controls Metasys	MS-NAE5510-2		Sale
Fleets	1	Electric Spring Return Actuator & Valave linkage kit		Johnson Controls	M9000-500 & M9216-HGA-2		Sale
Fleets	1	OptiPlex XE2		Johnson Controls	Intel i5-4570s		Sale
Fleets	1	Network Control Engine		Johnsons Controls Metasys	MS-NCE2561-0		Sale
Fleets	5	Expansion Module		Johnsons Controls Metasys	XP-9104-8304		Sale
Fleets	5	Humidity transmitter		Johnsons Controls Metasys	HE-67P3-0N00P		Sale
Fleets	6	Multi-Function Humidity Device (TrueRH)		Johnson Controls	HL-67N5-8N00P		Sale
Fleets	3	High Limit Temperature Control		Johnsons Controls	A70KA-1		Sale
Fleets	2	Different pressure switches		Cleveland Controls	AFS-460-DSS		Sale

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Exhibit A

DEPT	QTY	ITEM	YEAR	MAKE/MANUFACTOR	MODEL	SERIAL NO	DISPOSITION ACTION REQUIRED
Fleets	3	Pressure Switch		Johnson Controls	P32AF-2		Sale
Fleets	17	HVAC thermostats		Johnson Controls/Honeywell	Various		Sale
Fleets	100	HVAC Sensors (Temperature, Pressure)		Johnson Controls/Veris Industries	Various		Sale
Fleets	8	HVAC Controllers (Unitary, digital, field)		Johnson Controls Metasys	Various		Sale
Fleets	8	HVAC Transformers		Johnson Controls/Core Components	Various		Sale
Fleets	15	HVAC Various enclosures (For AHU's, Relays, & Unitary controllers)		Johnson Controls/Honeywell/Square D	Various		Sale
Fleets	1	OTC Genisys Scanner		OTC	Genisys		Sale
Fleets	8	Spare tires and wheels		Various	Various		Sale
Fleets	5	Police Car Steel Wheels		Ford			Sale
Fleets	1	Ford Explorer	2020	Ford	Explorer	1FM5K8AB7LGC13792	Sale
Fleets	1	Ford Explorer	2017	Ford	Explorer	1FM5K8AR5HGB33346	Sale
Fleets	1	Ford Taurus	2015	Ford	Taurus	1FAHP2MK6FG194237	Sale
Fleets	1	Ford Explorer	2013	Ford	Explorer	1FM5K8AR3DGB30004	Sale
Fleets	1	Ford Explorer	2013	Ford	Explorer	1FM5K8AR1DGA46733	Sale
Fleets	1	Martins tire inflation cage		[illegible]tins			Sale
Fleets	1	Zep Parts Washer		ZE[illegible]			Sale
Fleets	1	Portable Fume extractor	[illegible]0	Mi[illegible]Air			Sale
Fleets	1	QuickPac oil filter crusher		G[illegible]	[illegible]P-100		Sale
Fleets	1	HVAC Supply fan motor		[illegible]idec Motor	[illegible]393		Sale
Fleets	1	Brake Parts for replaced fire [illegible]ck		[illegible]itor			Sale
Police	3	Portable Breath Thesters wi[illegible]t plasti[illegible]ases		Intox[illegible]ter		1225105, 1221359, 1235081	Junk/Destroy
Police	1	Non-ballistic tactical riot helmets with face shields					Sale
Police	22	PR24 Batons		Monadnok		283394, 083242, 536744, 212362, 536700	Junk/Destroy
Police	1	In-squad computer docking station		Havis		0317-P420-7403	Junk/Destroy
Police	1	In-squad radar unit		Stalker	Dual	DC099496	Junk/Destroy
Police	1	In-squad printer		Zebra	ZQ520	XXRBJ194700354	Junk/Destroy
Police	1	Thermal Imaging Camera and Batteries		MSA	Evoluation 300	JR24TA-10C	Sale
Police	3	In-squad printers		Zebra	RW420	XXRCJ13320090, AZRC08-25-5070	Junk/Destroy
Police	1	In-squad Brother printer		Brother	Rugged Jet - RJ4250WB	U65252H1Z800236	Junk/Destroy
Police	10	Portable Breath Thesters with plastic cases		Intoximeter	Alco-Sensor III	1234921, 1241649, 1411305, 1221361, 1225132, 1204733, 1207478, 1241338, 1221362, 1204732	Junk/Destroy
Police	1	Drop Safe		Mesa Safe Co	Mucik		Sale
Water	1	2" RPZ from Hydrant Meter		Watts		8286	Scrap
Water	1	3/4" meter from Hydrant Meter		Sensus		40215440	Scrap
Water	1	WTP3 Well 13 Starter	2018	Eaton	Series B		Junk/Destroy

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