CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING

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

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

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

5. **Accounts Payable**

6. **Public Presentation**
   The public is invited to make an issue oriented comment on any matter of public concern not otherwise on the agenda. The public comment may be no longer than 5 minutes in duration. Interrogation of the City staff, Mayor or City Council will not be allowed at this time, nor will any comment from the Council. Personal invectives against City staff or elected officials are not permitted.

7. **Mayor's Report**

8. **City Council Reports**

9. **Consent Agenda**
   a. **Ordinance Amending Chapter 358-6 of the City Code Regarding Prohibited Noises**
   b. **Payment of Illinois Environmental Protection Agency (IEPA) Annual National Pollution Discharge Elimination System (NPDES) Permit Fees under Protest**

10. **City Code Amendment to Increase the Number of Class 29 Liquor Licenses – Applicant: Lake Roots Holdings LLC, d/b/a Lake Roots, 475 W. Virginia Street**

11. **Commercial Façade Improvement Grant Funds request for Kitchen Outfitters, 64 N. Williams Street, requesting $975 in matching grant funds**

12. **115 Edgewood - Variation from Article 4 from the requirement to provide one (1) enclosed parking space**

13. **751 Oak Court - Variation from Article 3 to construct a garage addition to an existing home that encroaches 29.2 feet into the required 49.2-foot street side setback**

14. **Historic Landmark Designation for the Crystal Lake Academy Building and iron fence at 210 McHenry Avenue**

15. **Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and approving the consultant contract with Teska Associates for Fiscal Year 2025**

16. **Bid Award - Police Directed Towing Services**

17. Proposal Award - Agreement for Crossing Guard Services

18. Ordinance waiving the procurement requirements under City Code Section 102-3 and authorizing the purchase of two minivans from Aurora-Naperville Enterprises, Inc. DBA Valley Honda

19. Bid Award – Fire Station 4 Window Replacement Project

20. Professional Engineering and Architectural Services Contract Award – Final design and bidding services for the Police Department Administration Remodel and Information Technology Department Relocation Project

21. Salary Ordinance Amendment – IT Network Administrator

22. Presentation – Pedestrian Network Gap Analysis, Discussion Only

23. Council Inquiries and Requests

24. 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

25. Reconvene to Regular Session

26. 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: July 15, 2025

Item: Ordinance Amending Chapter 358-6 of the City Code Regarding Prohibited Noises

Staff Recommendation: Motion to adopt an Ordinance Amending Chapter 358-6 of the City Code Regarding Prohibited Noises

Staff Contact: Nick Hammonds, Deputy City Manager

Background:
Recently, the City performed a broad legal review of the City's noise ordinances and, as a result of that review, staff and City Special Legal Counsel recommends amending Section 358-6(N) of the City Code to ensure consistency with applicable law.

Regarding noise violations, the City has broad authority to "declare what constitutes a nuisance and pass ordinances to prevent and abate the nuisance." See Vill. of Sugar Grove v. Rich, 347 Ill. App. 3d 689, 696 (2d Dist. 2004). Here, Section 358-6(N) of the City Code prohibits amplified music, sound systems of any type, and live recorded performances:

> § 358-6 Noises prohibited.
> The following acts are declared to be per se violations of this article. This enumeration does not constitute an exclusive list:
>
> N. Amplified music and sound systems of any type or any type of live or recorded performance.

Concerns with this Section of the Code are that (a) it prohibits all "amplified music and sound systems of any type" without reference to the impact on other people, and (b) the prohibition applies to "music" specifically, and not loud sounds generally. The City's intent is to prohibit noises that are bothersome to others, and the City has no particular objection to music specifically, City Special Legal Counsel has proposed the revisions described in the attached ordinance, which are consistent with other noise prohibitions that have been upheld in Illinois. See Town of Normal v. Stelzel, 109 Ill. App. 3d 836, 837 (4th Dist. 1982) (upholding ordinance prohibiting "sound amplifying device" that "produces loud and raucous sounds at a distance greater than 50 feet.")

Based on the information above, the following amendment is recommended:

§ 358-6. Noises prohibited.

The following acts are declared to be ~~per se~~ violations of this article: This enumeration ~~does not constitute an exclusive list~~ **is not an exhaustive list of noises prohibited by this Code**:

N. ~~Amplified music~~ **Sound amplifying devices: The use of a sound amplifying device** and sound systems of any type ~~or any type of live or recorded performance~~ **that produce loud and raucous sounds at a distance greater than 50 feet from said device.**

Votes Required to Pass:

A simple majority vote of the corporate authorities is required for adoption of the ordinance.

ORDINANCE NO. ____
FILE NO. ___

CITY OF CRYSTAL LAKE

AN ORDINANCE AMENDING CHAPTER 358-6 OF THE CITY CODE REGARDING PROHIBITED NOISES

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

WHEREAS, the City Code of Crystal Lake (the "***City Code***") currently includes various regulations concerning nuisances and prohibited noises; and

WHEREAS, the City Council has determined that it is appropriate and in the best interests of the City and its residents to amend Section 358-6 of the City Code as hereinafter set forth;

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

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

SECTION TWO. Amendment to Chapter 358-6 of the City Code. Chapter 358-6, entitled "Noises prohibited," of Chapter 358, entitled "Noise," of the City Code is hereby amended as follows:

§ 358-6. Noises prohibited.

The following acts are declared to be ~~per se~~ violations of this article: This enumeration ~~does not constitute an exclusive list~~ **is not an exhaustive list of noises prohibited by this Code**:

* * *

N. ~~Amplified music~~ **Sound amplifying devices: The use of a sound amplifying device** and sound systems of any type ~~or any type of live or recorded performance~~ **that produce loud and raucous sounds at a distance greater than 50 feet from said device.**

* * *

Draft

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

PASSED THIS _____ day of _____, 2025.

AYES: ( )

NAYS: ( )

ABSENT: ( )

APPROVED THIS _____ day of _____, 2025.

_____
Haig Haleblian, MAYOR

ATTEST:

_____
CITY CLERK

Draft

Agenda Item No: 9b

City Council
Agenda Supplement

Meeting Date: July 15, 2025

Item: Payment of Illinois Environmental Protection Agency (IEPA) Annual National Pollution Discharge Elimination System (NPDES) Permit Fees under Protest

Staff Recommendation: Motion to adopt a Resolution authorizing payment in the amount of $48,500.00, for annual NPDES permit fees under protest

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

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Background:
As part of the State of Illinois' adoption of its annual budget in 2003 and its efforts to overcome a budget deficit, unprecedented annual fees were established for holders of National Pollution Discharge Elimination System (NPDES) Permits. These permits, which regulate the operation and discharges of the City's wastewater and storm water systems, are required under the Clean Water Act and are issued by the IEPA. Operation of wastewater and storm water facilities in violation of the permit requirements, or without a permit, constitutes violations of the Clean Water Act and the State of Illinois compiled statutes relative to Water Pollution Control. Violators are subject to civil and criminal prosecution. The fees were previously "justified" by the Governor and Legislature as being needed to fund the IEPA and its oversight of NPDES holders' operations, which have, prior to 2003, been funded without permit fees other than new water and sewer extension permit application fees.

The annual permit fees are for the wastewater plants are based on design average flows (DAF). The permit fees for Wastewater Treatment Plant 2 and 3 are $30,000 and $15,000 respectively. In addition to these fees, a fee of $2,500.00 per year is assessed for our Sludge Generator Land Application permit and the storm sewer system (MS4) permit fee is $1,000.

These NDPES permit fees were unforeseen and not publicized and were, therefore, unbudgeted when first implemented in 2003, but have been budgeted items in subsequent fiscal years. The fees were established within the State of Illinois' FY2004 Budget Implementation Act and became effective July 1, 2003 and, in spite of intense political rhetoric, have not been repealed or modified. The City Council has voted to pay these fees under protest since 2003. The City has been assessed a total of $1,067,000.00 in NPDES fees since 2003.

The IEPA website includes the statement that failure to pay the required fees will result in referral to the Attorney General's office for "prosecution as provided for within the act".

Attached for consideration is a resolution authorizing payment of the NPDES Permit Fees in the amount invoiced, totaling $48,500.00.

Votes Required to Pass:
Simple Majority

RESOLUTION

WHEREAS the City of Crystal Lake is required to obtain National Pollution Discharge Elimination System Permits (NPDES Permits) from the State of Illinois through the Illinois Environmental Protection Agency (IEPA); and

WHEREAS the fees imposed by the State increased substantially in 2003 to assist in balancing the State's budget; and

WHEREAS these fees take funding away that would otherwise be utilized for water, sewer and wastewater infrastructure projects and operations; and

WHEREAS the City has paid $1,067,000.00 in fees since 2003;

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is authorized to issue payment under protest in the amount of $48,500.00 for annual NPDES permit fees to the State of Illinois.

DATED this 15th day of July, 2025.

Draft

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

Passed: July 15, 2025
Approved: July 15, 2025

003760

Illinois Environmental Protection Agency
Division of Water Pollution Control
2520 W Iles Ave
Springfield, IL 62794-9276

RECEIVED
JUN 30 2025
BY:_____

CITY OF CRYSTAL LAKE
Accounts Payable
100 W WOODSTOCK ST
CRYSTAL LAKE, IL 60014

Account
Invoice - First Notice

Account Information

Account Number	IL0028282 (A)
Facility Address	1100 Coventry Lane Crystal Lake, IL 60014
IEPA Program	**Annual NPDES Fee**
Service Period	July 1, 2025 to June 30, 2026
Billing Date	Wed June 18, 2025
Due Date	**Sat August 16, 2025**

Annual NPDES Bill

FY-2026 Billing (Sludge Generator)	$2,500.00
FY-2026 Billing (Domestic Sewage (>=5.0 & <10.0 MGD))	$30,000.00
Amount Due	**$32,500.00**

Other Information/Messages

Questions. Please direct any technical/permit questions to the Permit Section at (217) 782-0610. Questions about the amount of your fee should be e-mailed to: **epa.npdesfees@illinois.gov** See also the Frequently Asked Questions area at https://www2.illinois.gov/epa/topics/forms/fees/Pages/npdes.aspx.

Authorized for Payment

- See Reverse Side for Additional Important Information -

By:_____

Date:_____

Acct #: 620-25-7010-55630

Cut Here

Payment
Remittance Stub

Return bottom portion with a check made payable to Illinois EPA
Mail to Illinois EPA, Fiscal Services #2, P.O. Box 19276, Springfield IL 62794
Online Payment Option: https://magic.collectorsolutions.com/magic-ui/Login/illinois-epa

Account Information

Acct. Number	IL0028282 (A)
Acct. Name	CITY OF CRYSTAL LAKE
IEPA Program	**Annual NPDES Fee**
Service Period	July 1, 2025 to June 30, 2026
Billing Date	Wed June 18, 2025

Amount Due $32,500.00

Sat August 16, 2025

Amount Enclosed

Business Email Address:
No Email Recorded

_____
Please provide updated email here

IL0028282<

NPDES1B

Illinois Environmental Protection Agency
Division of Water Pollution Control
2520 W Iles Ave
Springfield, IL 62794-9276

Other Information/Messages

Permit Termination. If you no longer need your permit because the activity under the permit has been discontinued, you must send the Agency a written request for permit termination at the address above. The fee is due and payable if the termination request is not received by the Agency on or before the due date indicated on the reverse side. All fees and interest amounts due from prior years are due and payable even if the permit is terminated.

Reconsideration. You may request reconsideration of the current charges within 45 days after the billing date of this notice. Failure to request reconsideration within 45 days shall constitute waiver of all rights to seek reconsideration of the amount due and will result in waiver of your right to appeal pursuant to 35 Ill. Adm. Code 325.530. All requests for reconsideration must be in writing and must include all pertinent facts and arguments in support of the request. You must pay at least the amount of the fee you believe you owe at the time of the request for reconsideration. Any unpaid remainder will be subject to interest and penalties if the request for reconsideration is denied. Requests for reconsideration must be sent to the Agency at the address above c/o "Billing Coordinator". See 35 Ill. Adm. Code 325.510.

Interest Penalty. Late payments shall incur an interest penalty calculated at the rate in effect from time to time for tax delinquencies under Section 1003(a) of the Illinois Income Tax Act [35 ILCS 5/1003], from the date the fee is due until the date the fee payment is received by the Agency.

Preferred Billing Address:

003760

Illinois Environmental Protection Agency
Division of Water Pollution Control
2520 W Iles Ave
Springfield, IL 62794-9276

RECEIVED
JUN 30 2025
BY:_____

CITY OF CRYSTAL LAKE
Accounts Payable
100 W WOODSTOCK ST
CRYSTAL LAKE, IL 60014

Account
Invoice - First Notice

Account Information

Account Number	IL0053457 (A)
Facility Address	400 Knaack Blvd. Crystal Lake, IL 60012
IEPA Program	**Annual NPDES Fee**
Service Period	July 1, 2025 to June 30, 2026
Billing Date	Wed June 18, 2025
Due Date	**Sat August 16, 2025**

Annual NPDES Bill

FY-2026 Billing (Domestic Sewage (>=1.0 & <5.0 MGD))	$15,000.00
Amount Due	**$15,000.00**

Other Information/Messages

Questions. Please direct any technical/permit questions to the Permit Section at (217) 782-0610. Questions about the amount of your fee should be e-mailed to: **epa.npdesfees@illinois.gov** See also the Frequently Asked Questions area at https://www2.illinois.gov/epa/topics/forms/fees/Pages/npdes.aspx.

Authorized for Payment

- See Reverse Side for Additional Important Information -

By:_____

Date:_____

Acct #: 620-25-7010-55630

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Payment
Remittance Stub

Return bottom portion with a check made payable to Illinois EPA
Mail to Illinois EPA, Fiscal Services #2, P.O. Box 19276, Springfield IL 62794
Online Payment Option: https://magic.collectorsolutions.com/magic-ui/Login/illinois-epa

Account Information

Acct. Number	IL0053457 (A)
Acct. Name	CITY OF CRYSTAL LAKE
IEPA Program	**Annual NPDES Fee**
Service Period	July 1, 2025 to June 30, 2026
Billing Date	Wed June 18, 2025

IL0053457P

NPDES1B

Amount Due $15,000.00

Sat August 16, 2025

Amount Enclosed

Business Email Address:
No Email Recorded

Please provide updated email here

Illinois Environmental Protection Agency
Division of Water Pollution Control
2520 W Iles Ave
Springfield, IL 62794-9276

Other Information/Messages

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Preferred Billing Address:

003760

Illinois Environmental Protection Agency
Division of Water Pollution Control
2520 W Iles Ave
Springfield, IL 62794-9276

RECEIVED
JUN 30 2025
BY:

Account
Invoice - First Notice

CITY OF CRYSTAL LAKE
Accounts Payable
100 W WOODSTOCK ST
CRYSTAL LAKE, IL 60014

Account Information

Account Number	ILR400179 (A)
Facility Address	100 Woodstock St Crystal Lake, IL 60014
IEPA Program	**Annual NPDES Fee**
Service Period	July 1, 2025 to June 30, 2026
Billing Date	Wed June 18, 2025
Due Date	**Sat August 16, 2025**

Annual NPDES Bill

FY-2026 Billing (Stormwater (MS4))	$1,000.00
Amount Due	$1,000.00

Other Information/Messages

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Authorized for Payment

- See Reverse Side for Additional Important Information -

By:_____

Date:_____

Acct #: 620-25-4310-55630

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Payment
Remittance Stub

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Online Payment Option: https://magic.collectorsolutions.com/magic-ui/Login/illinois-epa

Account Information

Acct. Number	ILR400179 (A)
Acct. Name	CITY OF CRYSTAL LAKE
IEPA Program	**Annual NPDES Fee**
Service Period	July 1, 2025 to June 30, 2026
Billing Date	Wed June 18, 2025

Amount Due $1,000.00

Sat August 16, 2025

Amount Enclosed

Business Email Address:
No Email Recorded

_____
Please provide updated email here

ILR400179A

NPDES1B

Illinois Environmental Protection Agency
Division of Water Pollution Control
2520 W Iles Ave
Springfield, IL 62794-9276

Other Information/Messages

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Preferred Billing Address:

CITY OF
Crystal Lake
ILLINOIS

July 15, 2025

James Jennings, Director
Illinois Environmental Protection Agency
1021 N. Grand Avenue, E
P.O. Box 19276
Springfield, IL 62794-9276

Re: NPDES Permit Fee ILR400179 Stormwater MS4 -$1,000
NPDES Permit Fee IL0053457 Publicly Owned Treatment Works $15,000
NPDES Permit Fee IL0028282 Publicly Owned Treatment Works $30,000
2001-SC-4827 Sludge Generators Permit - $2,500

Draft

Dear Director Jennings,

The enclosed checks are in payment of the NPDES permit fees enacted in 2003. I want to make you aware of our continued opposition to this dramatic and inequitable fee and its negative impact on our municipal budget.

This letter will serve to notify the Illinois Environmental Protection Agency that the enclosed checks are paid under protest with strong reservations as to the legal authority by which the state has imposed this fee. If the state's legal authority is found to be lacking by a court of law, we fully expect that the amounts assessed to date ($1,067,000.00) will be returned.

Please acknowledge receipt of this letter with correspondence from your office.

Sincerely,

Haig Haleblian
Mayor

Agenda Item No: 10

City Council
Agenda Supplement

Meeting Date: July 15, 2025

Item: City Code Amendment to Increase the Number of Class 29 Liquor Licenses – Applicant: Lake Roots Holdings LLC, d/b/a Lake Roots, 475 W. Virginia Street

Staff Recommendation: Motion to adopt an Ordinance increasing the number of Class 29 liquor licenses from the currently permitted 1 licenses to 2 licenses, in order to allow for the issuance of a new Class 29 liquor license to Lake Roots Holdings LLC, d/b/a Lake Roots, 475 W. Virginia Street

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

Background:
Lake Roots Holdings LLC, d/b/a Lake Roots is opening a new market/café at 475 W. Virginia Street, at the former Mr. A's location, and has requested the creation of a Class 29 Liquor License to allow for the retail sale, on the premises specified, of alcoholic liquor, for consumption on the premises and on the outdoor patio, as well as the retail sale of alcoholic liquor in the original package.

It should be noted that the Class 29 liquor license was amended in November 2024 in preparation for the opening of Lake Roots to allow for the operation of the outdoor patio. The Class 29 license was amended to allow the Liquor Commissioner to approve where alcoholic beverages are served in open unroofed areas within 100 feet of land zoned for residential purposes, subject to such conditions as the Liquor Commissioner may deem necessary to ensure that sales and consumption can be conducted in a safe manner and to minimize any impact upon such residentially zoned properties.

For the City Council's information, Lake Roots' outdoor patio will close at 9:00 p.m. Sunday through Thursday and 10:00 p.m. on Fridays and Saturdays. This timeframe aligns with the August 6, 2024 zoning approval.

A Class 29 license authorizes the retail sale, on the premises specified, of alcoholic liquor, for consumption on the premises as well as the retail sale of alcoholic liquor in the original package

between the hours of 6:00 a.m. and 1:00 a.m. Monday, Tuesday, Wednesday, Thursday; 6:00 a.m. and 2:00 a.m. Friday and Saturday; and 6:00 a.m. on Sunday and 1:00 a.m. on Monday. A Class B type restaurant may be located on the premises. For the purposes of this license, premises shall include not only the interior of any building or structure but also an open unroofed area immediately contiguous to the building or structure where alcoholic beverages are served or consumed.

(1) Any open unroofed area in which alcoholic beverages are served or consumed pursuant to this license shall conform to the following:

(a) The open unroofed area shall be particularly described and adjacent to and operated as a part of the premises licensed to sell alcoholic liquor on the premises and shall have obtained all permits or approvals required by the ordinances of the City Code, City or other governmental authority.

(b) The open unroofed area shall have a maximum capacity as defined by the Liquor Commissioner, which shall be separately posted at the entrance to the open unroofed area.

(c) When the open unroofed area is located on private property, any part of the open unroofed area not blocked by a building shall be surrounded by a fence or other barrier approved by the Liquor Commissioner, which shall contain the required number of fire exits. All fences or other barriers shall comply with the ordinances of the City regarding vision, clearance and required distances from corners.

(d) All electrical wiring shall comply with the codes of the City.

(e) All combustible rubbish shall be stored in a noncombustible container, and the license holder shall be responsible for keeping the area in a clean and sightly condition.

(f) The noise emanating from any open unroofed area where alcoholic beverages are served pursuant to this license shall not violate any of the provisions of the City Code of Ordinances pertaining to noise.

(g) The license holder shall be responsible for preventing violations of this chapter.

(h) No open unroofed area where alcoholic beverages are served pursuant to this license shall be permitted within 100 feet of land zoned for residential purposes, except as may be approved by the Liquor Commissioner, subject to such conditions as the Liquor Commissioner may deem necessary to ensure that sales and consumption can be conducted in a safe manner and to minimize any impact upon such residentially zoned properties.

(2) The annual fee for such license shall be the sum of $2,000.

Current Class 29 License Holders:

Name	**Address**	**Zoning**
Mariano's	105 NW Highway	"B-2"

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

- Payment of Prorated License Fee

The attached Ordinance approves an increase in the number of Class 29 liquor licenses in order to allow the creation the issuance of a new Class 29 liquor license to Lake Roots Holdings LLC, d/b/a Lake Roots, 475 W. Virginia Street.

Votes Required to Pass:
Simple majority

Ord. No.
File No. 255

The City of Crystal Lake

AN ORDINANCE AMENDING THE CODE OF THE CITY OF CRYSTAL LAKE

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

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

1. Class 29 License shall be increased from 1 to 2.

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

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

Draft

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

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: July 15, 2025
APPROVED: July 15, 2025

Ord. No. 8048
File No. 316

The City of Crystal Lake Illinois

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

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

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

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

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

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

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

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

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

2. Architecture
   A. Building shall retain full wythe brick along base.
   B. Create a thicker top cap to finish the building.

3. Provide a location for bicycle parking.

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

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

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

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

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

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

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

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

Ord. No. 8048
File No. 316

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

City of Crystal Lake, an
Illinois municipal corporation

Haig Haleblian, MAYOR

SEAL

ATTEST:

Nick Kachiroubas by Nicki Hammersley, Deputy City Clerk
Nick Kachiroubas, CITY CLERK

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

Lake Roots Holdings, LLC
475 W. Virginia Street
Crystal Lake, Illinois 60014

February 5, 2025

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

Dear Mayor Haleblian and Esteemed Members of the City Council:

I am writing on behalf of Lake Roots Holdings, LLC, to formally request the approval for a Class 29 liquor license for our new establishment in the city of Crystal Lake. Lake Roots is a café, market and bar that seeks to offer a unique dining and beverage experience to the community, and we are excited to contribute to the vibrant local economy.

Business Plan & Licensing History
Lake Roots will focus on food and beverage service, featuring a curated selection of beer, wine, and spirits to complement our menu. In addition, we will operate a small market area where customers can purchase specialty groceries, prepared foods, and beverages, including packaged beer, wine and spirits, for off-site consumption. As a new business, we have no prior liquor license history, and we are committed to adhering to all local and state regulations related to responsible alcohol service.

Alcohol Service Schedule
While we expect to close earlier than the proposed times below, we respectfully request approval to serve alcohol during the following hours:

- Monday – Thursday: 6:00 AM – 1:00 AM
- Friday - Saturday: 6:00 AM - 2:00 AM*
- Sunday: 6:00 AM - 1:00 AM

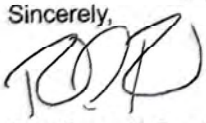
*The outdoor patio will close at 9:00 PM Sunday - Thursday and at 10:00 PM on Fridays & Saturdays.

Possible exceptions to these hours may include special events, holidays, and private functions, all of which will comply with city and state alcohol regulations. Any adjustments or temporary extensions to these hours will be submitted for approval in accordance with city ordinances.

Site Plan
Attached, please find a site plan outlining the designated areas where alcohol will be served and sold. The plan highlights interior dining and market areas, bar service locations, and an outdoor patio space immediately contiguous to the building. The layout has been designed to ensure a safe and controlled environment in compliance with all applicable local and state laws.

Thank you for your time and consideration of our request. We would be happy to provide any additional information or attend a meeting to discuss this matter further.

Sincerely,



Rod Russell, President
Lake Roots Holdings, LLC
Tel: [redacted]
Email: rod@lakerootscl.com

LL25-000007
Liquor License

Applicant Name	Rod J. Russell
Applicant Email	rod@lakerootscl.com
Applicant Address	820 country club road CRYSTAL LAKE IL 60014
Applicant Company Name	Lake Roots Holdings LLC
Applicant Company Address	475 W. Virginia Street CRYSTAL LAKE IL 60014
Applicant Home Phone	
Applicant Cell Phone	
Applicant Work Phone	
Application Type	New
License Classification	Class 29
Do you have a Class 28 Supplemental Liquor License	No
Legal Name	Lake Roots Holdings LLC
DBA	Lake Roots
Phone Number	[redacted]
Contact Person Name	Brian Loprino
Contact Person Email	brian@lakerrootscl.com
Contact Person Address	668 W south Street Woodstock IL 60098
Contact Person Company Name	Lake Roots
Contact Person Company Address	475 West Virginia Crystal Lake IL 60014
Contact Person Home Phone	( ) -
Contact Person Cell Phone	[redacted]
Contact Person Work Phone	
Manager Name	Brian Loprino
Manager Email	brian@lakerrootscl.com
Manager Address	668 W south Street Woodstock IL 60098
Manager Company Name	Lake Roots
Manager Company Address	475 West Virginia Crystal Lake IL 60014
Manager Home Phone	( ) -
Manager Cell Phone	[redacted]
Manager Work Phone	
Manager Status	Current Manager
Citizenship	Yes

Officer Full Name and Title	Rod J. Russell
Home Address	820 Country Club Road, Crystal Lake, IL 60014
Does this officer have a middle initial?	1
Date of Birth	[redacted]
Phone Number	
Email	rod@lakerootscl.com
Officer Full Name and Title	Jay C. LeCoque
Citizenship	Yes
Does this officer have a middle initial?	1
Home Address	800 Country Club Road, Crystal Lake, IL 60014
Date of Birth	[redacted]
Phone Number	
Email	jay@lakerootscl.com
Does this officer have a middle initial?	0
Is this for a new construction?	Yes
Own or Lease	Own
Has applicant made application for a similar license for premises other than described in this application?	No
Has a previous license by any state or subdivision, or the federal government been revoked?	No
xHas applicant (including any partner, officer, manager, member or director, or any stockholder holding in the aggregate more than a 5% ownership interest in the applicant), ever been convicted of a f	No
Has applicant (including any partners, directors, or officers), ever been convicted of a felony under any Federal or State law and would be disqualified to receive a license by reason of any matter or	No

Does the applicant agree not to allow gambling devices or gambling on the premises? (Except for those license holders that hold a supplemental Class 28 Liquor License)	Yes
The applicant will not violate any of the laws of the State of Illinois, of the United States, or any ordinance of the City in the conduct of his place of business.	Yes
The applicant authorizes the establishment manager to accept all notices, including notices of violations or notices of hearings, on applicant's behalf.	1
Each licensee at all times have available for inspection by the City on the licensed premises, a copy of the current certification of completion of BASSET training, issued by a BASSET training provide	1
No licensee, manager of other employee of an establishment covered under the provisions of this chapter shall serve, vend or check identification unless such a licensee, manager or other employee poss	1
Employees hired by licensed establishments will obtain BASSET certification issued by a BASSET training provider, licensed by the Illinois Liquor Control Commission, within 90 days of their employment	1
Applicant lives (select one)	in Crystal Lake
Liquor Liability Insurance Expiration	09/01/2026
Is your Surety Bond Continuous?	No
Surety Bond Expiration	06/26/2026
Check this box to confirm above statement	1

Check this box to confirm above statement	1
Payment Type	Full Amount

Background Request Letter: Criminal History Background Check -Request Letter.pdf
Certificate of Occupancy with the City of Crystal Lake: Blank COO.docx
Letter to the Mayor and City Council requesting approval of the issuance of a Liquor License to applicant: Lake Roots Liquor License Request .pdf
Owner / Registered Agent Signature: signature.png
Partner / Manager Signature: signature.png
Proof of Liquor Liability Insurance: LAKER-1.pdf
Surety Bond ($1000 payable to City of Crystal Lake): Effective Date June 26th, 2025.pdf
System Email: Online Application Received.htm
System Email: Your license application has been received.htm
Upload Criminal History Background Check Click Here for form: Rod Russell_Lake Roots_Background Check Request Letter.jpg
System Email: Online Payment Received.htm
System Email: Your citizenserve payment has been received.htm

Agenda Item No: 11

City Council
Agenda Supplement

Meeting Date: July 15, 2025

Item: Commercial Façade Improvement Grant Funds request for Kitchen Outfitters, 64 N. Williams Street, requesting $975 in matching grant funds

Recommendation: Motion to award up to $975 in Commercial Façade Improvement Grant Funds to Kitchen Outfitters located at 64 N. Williams Street, and to adopt a Resolution authorizing the City Manager to execute the Grant Agreement with Kitchen Outfitters

Staff Contact: Kathryn Cowlin, Director of Community Development
Heather Maieritsch, Economic Development Manager

Background:

The Commercial Façade Improvement Grant Program was introduced in 2023. The program encourages existing property owners to enhance and improve the appearance of their buildings through exterior commercial façade improvements and provides 50/50 matching grant funds.

KEY FACTORS

- Kitchen Outfitters has been in business since October 2013 and was taken over by new owners a few years ago.

- The building needs a new awning, which will create a new appealing aesthetic and welcoming establishment.

- Kitchen Outfitters is proposing a façade improvement. The project is eligible for a 50/50 matching grant under the program guidelines to reimburse the business for fifty percent of the project costs up to $20,000 because the location is under 10,000 square feet.

Upon approval of the grant by the City Council, the City and applicant will enter into an agreement that includes all the stipulations for the grant award. The agreement specifies what documentation must be submitted before the payment is disbursed. Additionally, it has provisions to recoup the grant in case the business closes before the required four-year period.

In order to objectively analyze the applications for funding, eligibility criteria have been established in the Ordinance approving this program. The list below outlines the evaluation of the applicant's request in relation to our eligibility criteria:

1. The program is open to sales-tax generating business that will occupy retail space or a building in B-1, B-2 and B-4 zoned site within the Crystal Lake.
   ☒ *Meets* ☐ *Does not meet*

2. Applicant must meet a minimum annual taxable sales threshold of at least $100,000.
   ☒ *Meets* ☐ *Does not meet*

3. Applicant must provide written proof of façade costs.
   ☒ *Meets* ☐ *Does not meet*

4. Applicant must file an application for grant funding prior to commencing improvements.
   ☒ *Meets* ☐ *Does not meet*

5. Only one of these grants may be issued per property owner.
   ☒ *Meets* ☐ *Does not meet*

6. Eligible façade improvements include, but are not limited to; exterior brick cleaning; exterior tuck pointing; exterior painting; wall façade construction, repair, and treatment; original exterior architectural features repair or replacement; interior/exterior demolition; and historic renovation to interior/exterior.
   ☒ *Meets* ☐ *Does not meet*

The applicant's request has been evaluated based on the above eligibility criteria and their planned façade improvements. The current application would meet six of the six eligibility criteria.

FUNDING STATUS OF 2025 PROGRAM

In 2023 there was $250,000 allocated for the Commercial Façade Improvement Program to be drawn down from each year. This is the sixth application received for this program, and there are sufficient funds for the grant.

Applicant Name/Business Name	**Address**	**Total Requested**	**Date Approved**	**Amount Approved**
Labemis	109 N. Main Street	$3,173.73	*11/7/2023*	$3,173.73
Heisler's Bootery and Angelo's Shoe Repair	50 and 52 N. Williams Street	$4,305.38	*11/7/2023*	$4,305.38
Today's Uniform Store	58 N. Williams Street	$9,392.97	*11/7/2023*	$9,392.97
KD Market	29 Crystal Lake Plaza	$30,000	*11/7/2023*	$30,000
Lake Roots	475 W. Virginia Street	$20,000	*3/4/2025*	*$20,000*

Total to Date Allocated	***66,872.08***

Request Applicant Name/Business Name	Address	Total Requested	Date Approved	Amount Approved
Kitchen Outfitters	**64 N. Williams Street**	**$975**	***Pending***	***Pending***

Votes Required to Pass:

A simple majority vote.

2025- Kitchen Outfitters

64 N. Williams Street





Res. 25R-11

The City of Crystal Lake Illinois

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is hereby authorized and directed to execute an agreement with the owner of the property for Kitchen Outfitters at 64 N. Williams Street, for a Commercial Facade Improvement Grant in the amount up to $975.

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

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
CITY CLERK

PASSED: July 15, 2025

APPROVED: July 15, 2025

DRAFT

Kitchen Outfitters
64B North Williams
Crystal Lake, Il 60014

June 23, 2025

To Mayor Haig Haleblain and City Council Members:

Thank you so much for the opportunity to be considered for this grant.

We have been in business in Crystal Lake since October of 2013. Our Kitchen store is one of only a few in the area where customers can come and shop locally for kitchen goods, as well as learn from our knowledgeable employees. We are very excited that our business has continued to grow in the Crystal Lake community!

Our goal is to be able to provide our customers a place to enjoy shopping! The grant would allow us to improve the facade of our building, as well as to make our location easier to spot.

Thank you once again for considering us for this grant.

Sincerely,

Sarah E Halvorson

Sarah E Halvorson
Owner- Kitchen Outfitters

CITY OF CRYSTAL LAKE
Commercial Facade
Improvement Grant Application

Please completely fill out this application and return it to the City of Crystal Lake with the items listed in the checklist on page 2.

Applicant Information	Name Sarah E Halvorson	Phone [redacted]
	Mailing Address 64 B North Williams Street, Crystal Lake	Federal Tax ID# 88-1382932
	Email thekitchenoutfitters@gmail.com	IL Business Tax# 4445-3353

Property Information	Address for building for which grant is sought: 64B North Williams Street Crystal Lake	
	Property Identification Number(s) 14-32-479-041	Phone [redacted]

Description of façade improvements and estimated costs:

Replacement of awning cover on front facade with new logo. Quote attached with cost of $1,950.00.

Application Checklist

The following items must be submitted with the Improvement Application form (Page 1):

- ☐ Completed and signed Crystal Lake Façade Improvement Grant Application;
- ☐ Written cost estimates for the façade improvements do not include labor costs as they will not be covered;
- ☐ A visual rendering, illustrating the new façade (drawings do not have to be architectural renderings, but should be to scale so that the City can understand the scope of the proposed project);
- ☐ Written description of the scope of the proposed project (letter to the Mayor and City Council);

I agree to comply with the guidelines and standards of the City of Crystal Lake Commercial Façade Improvement Grant and I understand that this is a voluntary program, under which the City has the right to approve or deny any project or proposal or portions thereof.

Applicant(s) Signature Sarah E Halvorson Date June 11, 2025


EQUIPPING YOU TO COOK
KITCHEN
OUTFITTERS
CRYSTAL LAKE, IL
OPEN

THATCHER OAKS AWNINGS

450 W. WRIGHTWOOD AVE.
ELMHURST, IL 60126
(630) 833-5700 · Fax (630) 833-5795

CHICAGOLAND'S FULL SERVICE AWNING COMPANY
COMMERCIAL · INDUSTRIAL
CUSTOM DESIGNED AWNINGS & SIGNS
CLEANING AND MAINTENANCE

CUSTOM QUOTE FOR:
Kitchen Outfitters
64 N Willaims St.
CRYSTAL LAKE, IL 60014

DATE: **6/11/2025**
QUOTE #: **37867**
DELIVERY: **LS**
TERMS: 50% DEPOSIT, BALANCE DUE ON COMPLETION

DESCRIPTION	AMOUNT
Quote is to recover (1) convex style awning for Kitchen Outfitters located at 64 N Williams St., Crystal Lake. Thatcher Oaks will remove the existing awning frame from the location and bring it back to our facility. The frames will be inspected and cleaned. Fabric to be Sunbrella – 100% Acrylic with color TBD. Graphics to include (1) new logo. All vinyl graphics are heat sealed to the fabric with the Sunbrella Graphic System. Price includes tax and installation. Thank you for your interest in Thatcher Oaks Awning Company. Allison Holmes (630) 452-1800 allison@thatcheroaks.com	
TOTAL:	$1,950.00

It is the intent of the Seller to deliver to Buyer the products so stated in this contract, within the time frame so stated, subject to our ability to produce materials, and is subject to labor disputes, acts of God, and other delays beyond our control.

CUSTOMER DEPOSIT IS NONREFUNDABLE 5 DAYS AFTER ACCEPTANCE OF CONTRACT.

For the purpose of securing payment and performance of the obligation hereunder, Seller shall have, and Buyer hereby grants to Seller, a purchase money security interest in said property. The property and all of the apparatus, appliances, supplies, accessories and parts remain the property and security of Seller for said indebtedness until this contract is paid in full. In the event Seller has to remove property due to nonpayment, any monies paid on account shall remain the property of Seller as liquidated damages, and any reinstallation shall be subject to renegotiation.

ALL NEW INSTALLATIONS ARE GUARANTEED AGAINST DEFECTS IN MATERIAL OR WORKMANSHIP FOR THREE YEARS AFTER INSTALLATION.

ACCEPTED: _____ DATED: _____ BY:_____
(BUYER) (SELLER)

DEPOSIT: _____ WE MAY WITHDRAW THIS PROPOSAL IF NOT ACCEPTED WITHIN ____ DAYS.

CITY OF CRYSTAL LAKE
Grant Agreement

THIS AGREEMENT, entered into this 15th day of July, 2025, between the City of Crystal Lake, Illinois (hereinafter referred to as "CITY") and the following designated business owner, (hereinafter referred to as "OWNER"), to witness:

Owner's Name: Sarah Halvorson

Business Name: Kitchen Outfitters

Owner's IL Business Tax ID#: 4445-3353

Address of Property to be improved:

64 N. Virginia Street

Crystal Lake, Illinois 60014

WITNESSETH:

WHEREAS, the CITY has the authority, pursuant to the laws of the State of Illinois and its home rule authority, to promote the health, safety, and welfare of the CITY and its residents, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with third parties for the purpose of achieving these purposes; and

WHEREAS, to promote the vitality of the CITY's commercial business areas, the CITY established its Economic Development Matching Grant Programs; and

WHEREAS, the Commercial Façade Improvement Grant provides financial assistance to building and business owners who occupy space in Crystal Lake in need of façade repair and rehabilitation; and

WHEREAS, the City Council has found and determined that increased participation in the Commercial Façade Improvement Grant Program will encourage the maintenance and improvement of businesses within Crystal Lake and will stimulate economic activity in Crystal Lake, including the creation and maintenance of jobs and the attraction of consumers to Crystal Lake and will otherwise generally benefit the well-being of the residents of Crystal Lake by stimulating commercial growth, and provide crucial economic support to allow the CITY to continue to provide the level of municipal services to its commercial and residential citizens; and

WHEREAS, the CITY is authorized to expend public funds for a public benefit and by participating in the Commercial Façade Improvement Grant Program, the CITY will provide a benefit to the public, generally; and

WHEREAS, the OWNER has applied for reimbursement under the Commercial Façade Improvement Grant Program; and

WHEREAS, The CITY has determined that the OWNER is eligible for the Commercial Façade Improvement Grant Program, subject to the condition and limitation set forth in the City Code and this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the CITY and the OWNER do hereby agree as follows:

SECTION 1

The CITY shall reimburse the OWNER for the cost of façade improvements at OWNER'S property. Reimbursements to the OWNER will be made at a rate of fifty percent (50%) for the cost of façade improvements for the OWNER's business, up to a maximum amount of $975. Façade improvements must comply with all applicable codes and ordinances. The OWNER must follow all laws regarding prevailing wages for façade improvements. The actual total reimbursement amounts per this Agreement shall not exceed $975.

SECTION 2

The CITY's approval of a grant shall not be construed as permission to commence construction on the subject property. No improvements or construction shall be undertaken by the OWNER on the location of their businesses until applications for Building Permits and Occupancy have been submitted to the Building Division and approved by the CITY. Following approval, the OWNER shall complete the building façade improvements within one hundred eighty days (180) from the date of City Council approval. The OWNER may request a ninety-day (90) extension provided there is a demonstrated hardship.

SECTION 3

Upon completion of the improvements and upon their final inspection and approval by the City Building Commissioner, the OWNER shall submit to the CITY properly executed documentation, including: receipts/paid invoices for purchases; copies of material costs and certified payrolls verifying prevailing wages were paid for all façade improvements; copy of a final Certificate of Occupancy for the business. The CITY shall issue a check to the OWNER as reimbursement for one-half of the façade improvements, subject to the limitations set forth in Section 1 hereof.

SECTION 4

If the OWNER fails to construct improvements to the façade, consistent with the conditions of the approval by the Mayor and City Council, then upon written notice being given by the City Manager to the OWNER, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void.

SECTION 5

Upon completion of the improvement work pursuant to this Agreement, the OWNER shall be responsible for properly maintaining the façade without change or alteration thereto, as provided in this Agreement for a period of four (4) years following completion of the construction and/or business commencement.

SECTION 6

This Agreement shall be binding upon the CITY and upon the OWNER and its successors, to said property for a period of four (4) years from and after the date of completion and approval of the improvements provided herein. It shall be the responsibility of the OWNER to inform subsequent OWNER(S) of the provisions of this Agreement.

In the event that at any time, subsequent to the reimbursement payment required by this Agreement have been paid by the City, the OWNER abandons, closes, transfers, sells or terminates the OWNER's business upon the Property during the four (4) year term of this Agreement (hereinafter collectively referred to as the "Terminating Event"), the OWNER shall, within thirty (30) days from the date of the Terminating Event or such later date as the City may agree to in writing (hereinafter, the "Refund Payment Due Date"), refund to the City a portion of the Improvement Grant received from the City prior to the Terminating Event, in accordance with the following schedule (hereinafter, the "Refund Payment")**.**

Date of Terminating Event	**% of the Total Grant Payment to be Refunded**
Within one year of the completion date	100%
Within two years of the completion date	75%
Within three years of the completion date	50%
Within four years of the completion date	25%

Such Refund Payment shall be paid to the City within thirty (30) days from the date of the Terminating Event (hereinafter, the "Refund Payment Due Date").

OWNER agrees on its own behalf and on behalf of its heirs, successors, and assigns that the City's right to the Refund Payment pursuant to this paragraph shall constitute both a personal obligation of the OWNER and a lien against the Property, and OWNER agrees that the City may record this Agreement with the McHenry County Recorder of Deeds. To further secure the repayment of Reimbursement Payments pursuant to this paragraph, OWNER agrees to execute and deliver to the City

a UCC financing statement, in a form acceptable to the City Attorney, pledging inventory, accounts held at financial institutions, accounts receivables, and such other assets of the OWNER as the parties may agree to in writing, and OWNER further consents to the filing and/or recording of such financing statements as may be appropriate under the laws of the State of Illinois. Such financing statement shall be delivered to the City upon request.

SECTION 7

The OWNER releases the CITY from, and covenants and agrees that the CITY shall not be liable for, and covenants and agrees to indemnify and hold harmless the CITY and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected directly or indirectly with the façade, furniture, fixtures, and equipment. The OWNER further covenants and agrees to pay for or reimburse the CITY and its officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The CITY shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

OWNER/LESSEE

_____

CITY OF CRYSTAL LAKE

_____
City Manager

ATTEST:

_____

Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: July 15, 2025

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Request: Variation from Article 4 from the requirement to provide one (1) enclosed parking space

Hunter Scott, petitioner
115 Edgewood Avenue

PZC Recommendation: To approve the Planning and Zoning Commission (PZC) recommendation and adopt an Ordinance granting the Variation for no enclosed parking space (garage) at 115 Edgewood Avenue

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

Background:

- Request: To allow the demolition of the existing garage and not construct a new garage to meet the requirement of one (1) enclosed parking space.
- Zoning: The site is zoned R-2 Single Family and used as a single-family home.
- Land Use: The land use map shows the area as Urban Residential. This land use designation is appropriate for this use.
- The requirement was set in the UDO to provide a place to store equipment or vehicles inside and not in the yard or on the driveway. Homes around the north shore that were built in the County or decades ago would have been built under different requirements.
- The petitioner is proposing to construct a shed to store lawn equipment, but a shed is not required by the UDO.

PZC Highlights:

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

- The petitioner explained the hardship that the character of this area does not require garages since many of the homes do not have one. Also not granting the variation and allowing the dilapidated garage to remain could be detrimental to the public.
- The PZC had a larger discussion about the one car garage requirement. If the City starts exploring Accessory Dwelling Units and there is no requirement to park inside the garage is

the requirement still valid. Is it not valid for certain areas? The PZC desires to explore this topic with the City Council in the future.

- The PZC found that the petition met the Findings of Facts.

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

1. Be consistent with the information and testimony provided by the petitioner in the hearing and the following provided documents:
   A. Application (Scott, received 06/11/25)
   B. Plat of Survey (Hattendorf Land Surveying, dated 11/09/20, received 06/11/25)

2. The petitioner shall apply for a demolition permit.

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

Votes Required to Pass: A simple majority vote

Docusign Envelope ID: F69A0000-B729-487D-BAD9-D9AFF6DED262

Acknowledgement Form

Regarding the Variation to demolish the garage at 115 Edgewood Avenue, please check one of the choices and sign below.

- [x] 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: DocuSigned by: Hunter Scott 82FDF5B11A3D450... Date: 7/4/2025
Signature

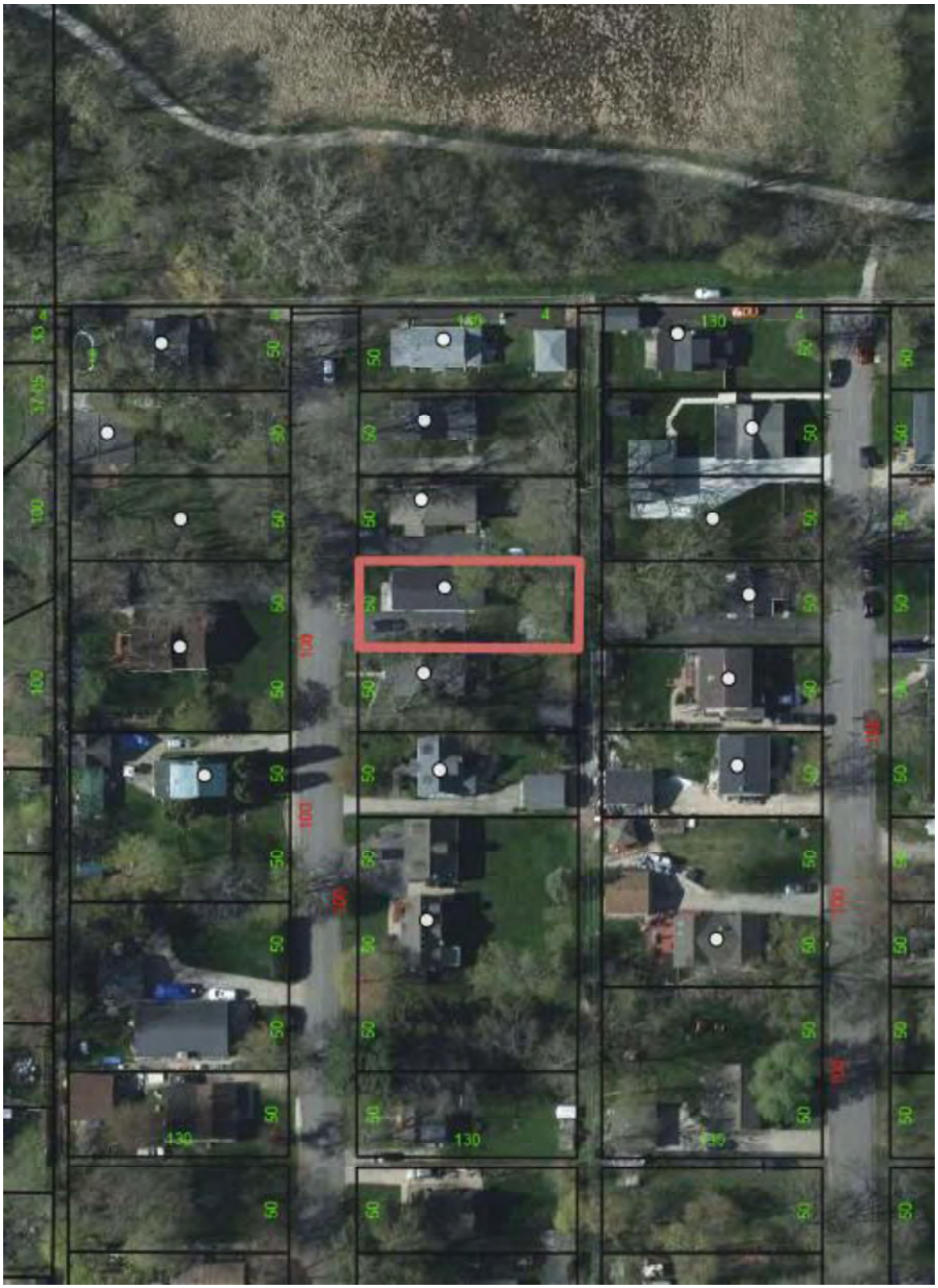
Recommended Conditions:

1. Be consistent with the information and testimony provided by the petitioner in the hearing and the following provided documents:
   A. Application (Scott, received 06/11/25)
   B. Plat of Survey (Hattendorf Land Surveying, dated 11/09/20, received 06/11/25)

2. The petitioner shall apply for a demolition permit.

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

PIQ Map
115 Edgewood Avenue



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A SIMPLIFIED RESIDENTIAL VARIATION ALLOWING A DEVIATION FROM THE ONE REQUIRED ENCLOSED PARKING SPACE AT 115 EDGEWOOD AVENUE

WHEREAS, pursuant to the terms of a Petition (File #PLN-2025-06) before the Crystal Lake Planning and Zoning Commission, the Petitioners have requested a Variation to allow the demolition of an existing garage and no construction of a new garage causing the property not to meet the requirement to provide one (1) enclosed parking space at 115 Edgewood Avenue; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on June 14, 2025 in the Northwest Herald, held a public hearing at 7:00 p.m., on July 2, 2025 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed variation; and

WHEREAS, on July 2, 2025, the Planning and Zoning Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as required by law and recommended to the Mayor and City Council of the City of Crystal Lake that the proposed Variation be approved, as documented in the minutes, and

WHEREAS, it is in the best interest 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 the demolition of an existing garage and no construction of a new garage which does not comply with the requirement to provide one (1) enclosed parking space at 115 Edgewood Avenue (18-01-202-005), Crystal Lake, Illinois is hereby approved

Section II: Said Variation is issued subject to the following conditions:

1. Be consistent with the information and testimony provided by the petitioner in the hearing and the following provided documents:
   A. Application (Scott, received 06/11/25)
   B. Plat of Survey (Hattendorf Land Surveying, dated 11/09/20, received 06/11/25)

2. The petitioner shall apply for a demolition permit.

DRAFT

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

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

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

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

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
, CITY CLERK

Passed: July 15, 2025
Approved: July 15, 2025

DRAFT

#2025-96
115 Edgewood Avenue – Variation
Project Review for Planning and Zoning Commission

Meeting Date: July 2, 2025

Request: To demolish an existing garage and not provide the required one enclosed parking space.

Location: 115 Edgewood Avenue

Acreage: Approximately 6,500 square feet

Existing Zoning: R-2 Single Family

Surrounding Properties:
North: R-2 Single Family
South: R-2 Single Family
East: R-2 Single Family
West: R-2 Single Family

Staff Contact: Elizabeth Maxwell (815.356.3615)

Background:

- The property is an existing single-family residential lot in Crystal Lake.
- The existing garage is approximately 12 feet by 21 feet (252 square feet). It is small and restrictive for vehicle storage and in a dilapidated state. The petitioner is planning to demolish the structure for safety reasons.
- Article 4-200 of the UDO requires two (2) off-street parking spaces per single-family dwelling unit. At least one (1) space must be an enclosed garage.

Development Analysis:

General

- Request: To allow the demolition of the existing garage and not construct a new garage to meet the requirement of one (1) enclosed parking space.
- Zoning: The site is zoned R-2 Single Family and used as a single-family home.
- Land Use: The land use map shows the area as Urban Residential. This land use designation is appropriate for this use.

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 Action: Promote safe, clean and well-maintained housing by encouraging regular repair and maintenance of housing.

Findings of Fact:

ZONING ORDINANCE VARIATION

The petitioner is requesting a variation from Article 4-200 the requirement for one (1) enclosed parking space.

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.

Recommended Conditions:

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

1. Be consistent with the information and testimony provided by the petitioner in the hearing and the following provided documents:
   A. Application (Scott, received 06/11/25)
   B. Plat of Survey (Hattendorf Land Surveying, dated 11/09/20, received 06/11/25)

2. The petitioner shall apply for a demolition permit.

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

Docusign Envelope ID: A87F3FCC-D798-489B-AD4A-5160DFDB47D1

Application for Simplified Residential Variation

Application Number: _____ **FOR OFFICE USE ONLY**

Project Name: _____

Date of Submission: _____

I. Applicant

Hunter Scott

Name

115 Edgewood Ave

Street

Crystal Lake, IL 60014

City State Zip Code

[redacted] no fax number, hunter@stratacloudaccountants.com

Telephone Number Fax Number E-mail address

II. Owner of Property (if different)

Hunter Scott

Name

115 Edgewood Ave, Crystal Lake, IL 60014 [redacted]

Address Telephone Number

III. Project Data

1. a. Location/Address: 115 Edgewood Ave, Crystal Lake, IL 60014

   b. PIN #: 18-01-202-005

2. Description of proposal/Reason for request (including how the standards for variation are met, any unique circumstance of the property, or particular hardship):

DESCRIBE THE UNIQUE CIRCUMSTANCES OF THE PROPERTY:

We bought this property in 2020. When we bought this property we had a structure the size of a shed in the backyard. This shed structure had no driveway going to it, and it was locked into the backyard with a fence. It is now falling apart, and it needs to be torn down for safety reasons. We would like to put up a smaller plastic shed up in its place to store our yard equipment. We were told this isn't code because there is no garage, but there has never been a garage since we bought it.

IS THE HARDSHIP SELF-CREATED?

No.

Docusign Envelope ID: A87F3FCC-D798-489B-AD4A-5160DFDB47D1

ARE THE CONDITIONS APPLICABLE TO OTHER PROPERTIES IN THE SAME ZONING CLASSIFICATION?

Yes, many houses on our street don't have a garage.

WILL THE VARIATION ALTER THE ESSENTIAL CHARACTER OF THE LOCALITY?

No

WILL THE VARIATION, IF GRANTED BE DETRIMENTAL TO PUBLIC WELFARE OR INJURIOUS TO OTHER PROPERTY?

No. It will be dangerous if we don't tear it down.

WILL THE VARIATION AS PROPOSED IMPAIR ADEQUATE SUPPLY OF LIGHT OR AIR TO ADJACENT PROPERTY; DIMINISH PROPERTY VALUE; INCREASE CONGESTION IN PUBLIC STREETS; SUSBTANTIALLY INCREASE THE DANGER OF FIRE; OT ENDANGER PUBLIC SAFETY?

No, it will only improve the property and the properties around it.

3. List any previous variations that are approved for this property: None to my knowledge

IV. Signatures

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

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

DocuSigned by: Hunter Scott 92FDF5B11A3D458... 6/8/2025

OWNER: Print and Sign name Date

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

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, JULY 2, 2025
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

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

CALL TO ORDER

On roll call, commissioners, Laura Dzielski, Jeff Greenman, Bill Gronow, Stacy Mason, Kathy Repholz, Al Skluzacek and Scott Smith were present.

City Planner Elizabeth Maxwell was present from staff.

Mr. Greenman informed those in attendance that the meeting was 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 JUNE 18, 2025 PLANNING AND ZONING COMMISSION MEETING

Ms. Mason made a motion to approve the minutes from the June 18, 2025 Planning and Zoning Commission meeting. Mr. Skluzacek seconded the motion. All members voted 'aye' except for Ms. Dzielski who abstained (having not been present at the last meeting). Motion passed, 6-0-1.

2025-102 – 751 OAK COURT – SIMPLIFIED RESIDENTIAL VARIATION

A Simplified Residential Variation to construct a two-story garage addition to the street side of the home, extending 29.2 feet into the required 49.2-foot street side setback, leaving a setback of 20 feet from the street side property line.

The property owners, Kirsten and Mike McIntyre were present to represent the petition. Mr. McIntyre explained they received approval, demolished the existing buildings and began laying out the measurements and found they were wrong. They need to move the building closer to the street to do what they said they were going to and line up with the neighbor's garage.

Mr. Greenman opened the hearing to public comment. There being no one to speak, he closed the public comment portion of the hearing and asked for staff to present the staff report.

Staff summarized the revised request and displayed information about the character of the area. Detached garages are located along the street with little to no setback. If this garage was detached and under 600 square feet it could be 5 feet from Oak Court right-of-way. Since the garage is attached it needs to meet the principle structure setback of 49.2 feet.

Mr. Greenman asked the petitioner to explain the hardship. Mr. McIntyre noted that the garages in this area are all different sizes and squished by the setback from the lake. Their house is only 900 square feet.

The lot is small and they need a place to add on. Adding on towards the street makes sense. He noted the exceptional shallowness and narrowness of the lot, as well as the topography for why the variation is necessary.

Ms. Repholz found that this meets the hardship criteria not to impair light into the neighbor's property. The petitioner agreed and said it was not just a personal preference to move it.

Mr. Gronow asked if the garage was attached. The petitioner responded yes. He asked if the new location would not cast shadow on the neighbor, the petitioner agreed it would not.

Mr. Smith, noted that there is either the variation for the location if it is attached or variations for size, height and stories if it was detached. He asked about the neighbor's garage. Staff displayed the image showing the four-car single-story garage up near the roadway. Mr. McIntyre noted that garage is the entire width of the lot. He would not take up the entire width of the lot and the height would be similar.

Mr. Skluzacek is satisfied with the explanation of the revised request.

Ms. Mason agrees with the other commission members. She asked if they have already started the work. They said yes and that is when the setback mistake was realized.

Ms. Dzielski appreciates the consideration for the neighbors.

Mr. Greenman did not have anything further to add.

Mr. Smith made a motion to approve the request for a variation to construct a two-story garage addition to the street side of the home, extending 29.2 feet into the required 49.2-foot street side setback, leaving a setback of 20 feet from the street side property line, having found that the standards for variations had been met, with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (McIntyre, received 01/17/25)
   B. Architecture Plans (ALA Architects, dated 06/19/25, received 06/22/25)

2. The total hard-surface coverage cannot exceed 50%. Full engineering details and calculations must be provided with the building permit.

3. The petitioner shall address all of the review comments and requirements of the Public Works and Engineering Department, Community Development Department and the City's Stormwater Consultant.

Ms. Repholz seconded the motion. On a roll call vote, Members Dzielski, Gronow, Mason, Repholz, Skluzacek, Smith and Greenman all voted 'aye'. The motion passed 7-0.

2025-96 – 115 EDGEWOOD AVENUE – SIMPLIFIED RESIDENTIAL VARIATION

Variation to allow the demolition of a garage and not meet the requirement to have one enclosed parking space.

Mr. Hunter Scott, homeowner, was present to represent the petition. He said they would like to tear down the old existing garage and replace it with a shed. They bought the house in 2020 and the detached garage was in poor condition. There was no driveway going to the garage. He showed photos of the garage and how it is in a dilapidated state. This structure never met the requirements for a garage anyway as there was no vehicular access and it was too small. He provided a petition signed by 25 neighbors that they support his request. He is on a dead-end street so only two or three other people will drive past this property to see there is no garage. It would be hard to fit a garage on the lot and not take up most of the back yard. He would not want to lose yard space for his kids. Mr. Greenman asked him to clarify the hardship. Mr. Scott said his request was not applicable to all other properties. He thinks 50% of the homes in this north shore area do not have a garage.

Staff summarized the request and noted a larger topic regarding the one enclosed parking space requirement. There is no requirement to park inside a garage. Staff has also been exploring accessory dwelling units in which people can convert a portion of their home typically a garage into a living unit. Is the enclose parking space still necessary?

Mr. Greenman opened the public comment portion of the public hearing. Ms. Scott spoke noting their neighbors do not want to be forced to have a garage. Many of them do not have garages and if the City were to enforce this requirement it could cause a financial hardship for them. There being no one else who wished to speak, he closed the public comment portion of the hearing.

Mr. Greenman opened the discussion about the garage requirement with the Commission and maybe the code needed to be looked at.

Mr. Smith asked if they wanted to wait until September for the joint workshop. He likes the requirement to have one enclosed space for vehicles and stuff. He sees this as a unique variation and those can always be granted without changing the code. He believes not granting this would be detrimental to the public welfare.

Mr. Gronow agrees if it was not granted that would be detrimental. He would like it put on the agenda to discuss the ordinance changes.

Ms. Mason, Mr. Skluzacek, Ms. Dzielski and Mr. Greenman all support the request.

Mr. Greenman noted he would like the City Council to look at this area differently for the requirement on enclosed garage space.

Mr. Smith made a motion to approve the petitioner's request of a variation from the requirement for one enclosed parking space having found the standards for a variation have been met with the following conditions:

1. Be consistent with the information and testimony provided by the petitioner in the hearing and the following provided documents:
   A. Application (Scott, received 06/11/25)
   B. Plat of Survey (Hattendorf Land Surveying, dated 11/09/20, received 06/11/25)

2. The petitioner shall apply for a demolition permit.

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

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

REPORT FROM PLANNING

Staff noted the recent City Council approvals and the upcoming items for the next meeting on July 16, 2025.

COMMENTS FROM THE COMMISSION

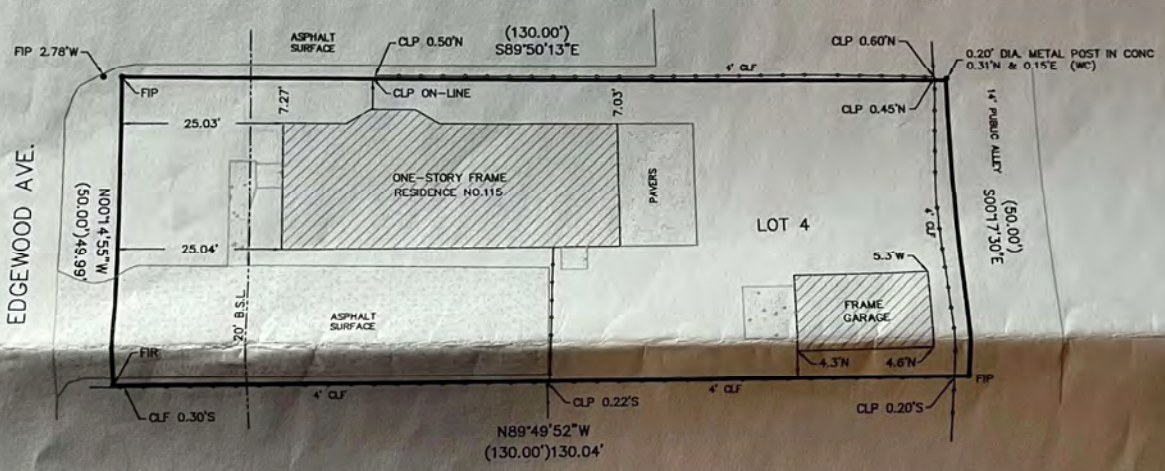
They welcomed the new member.

ADJOURNMENT

Mr. Skluzacek made a motion to adjourn the meeting. Mr. Smith seconded the motion. On voice vote, all members voted aye. The meeting was adjourned at 7:49 p.m.

PLAT OF SURVEY

LOT 4 IN BLOCK 2 IN NORTH CRYSTAL LAKE PARK BEACH SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 26, 1925 AS DOCUMENT NO.68367 IN BOOK 5 OF PLATS, PAGE 32, IN MCHENRY COUNTY, ILLINOIS.



ABBREVIATIONS
DIA=DIAMETER
CONC=CONCRETE
CLF=CHAIN LINK FENCE
(WC)=WITNESS CORNER
B.S.L.=BUILDING SETBACK LINE
CLP=CENTER LINE POST (FENCE)
P.U.D.E.=PUBLIC UTILITY & DRAINAGE EASEMENT

● SIR=SET IRON ROD
● FIR=FOUND IRON ROD
● FIP=FOUND IRON PIPE

(150.00')=RECORD INFORMATION
150.00'=MEASURED INFORMATION

SURVEYORS NOTES
THE BASIS OF BEARINGS SHOWN HEREON IS ASSUMED AND ARE SHOWN FOR ANGULAR REFERENCE ONLY.

THE AREA CONTAINED IN THE SURVEY SHOWN HEREON IS: 6,499 SQUARE FEET MORE OR LESS.

GENERAL NOTES:

1) COMPARE ALL POINTS PRIOR TO ANY CONSTRUCTION AND REPORT ANY DIFFERENCES TO SURVEYOR AT ONCE.
2) FOR BUILDING RESTRICTIONS ESTABLISHED BY LOCAL ORDINANCES, CONSULT YOUR LOCAL MUNICIPAL AUTHORITIES.
3) CALL J.U.L.I.E. @ 1-800-892-0123 FOR LOCATIONS OF UNDERGROUND UTILITIES, 48 HOURS PRIOR TO ANY DIGGING OR CONSTRUCTION.
4) THIS SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

PROPERTY ADDRESS: 115 EDGEWOOD AVE., CRYSTAL LAKE, IL 60014
PERMANENT INDEX NUMBER: 18-01-202-005

TITLE REPORT NO. 20GNW709254GV WAS REVIEWED IN THE PREPARATION OF THIS SURVEY, HOWEVER EASEMENTS, LIMITATIONS, RIGHTS AND RESTRICTIONS MAY STILL EXIST THAT ARE NOT SHOWN HEREON, PLEASE CONSULT LEGAL COUNSEL OR YOUR LOCAL MUNICIPAL AUTHORITIES FOR CLARIFICATION.

I, BRADLEY E. HATTENDORF, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS PLAT CONFORMS TO OR EXCEEDS THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF, CORRECTED TO A TEMPERATURE OF 68 DEGREES FAHRENHEIT.

DATED THIS 9TH DAY OF NOVEMBER, 2020

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3372
MY PROFESSIONAL LAND SURVEYORS LICENSE EXPIRES NOVEMBER 30, 2020.

SCALE: 1"=20'

SURVEY PREPARED AT THE REQUEST OF:	SURVEY PREPARED BY:	FIELD WORK COMPLETED:
SPRING LAW, LLC. 10 ILLINOIS ST., SUITE 110 ST. CHARLES, IL. 60174	HATTENDORF LAND SURVEYING, P.C. PROFESSIONAL DESIGN FIRM NO. 184007646 P.O. BOX 1079 ELGIN, ILLINOIS 60121 TEL. (847) 717-3149 FAX.(847) 717-3159 bhattendorf@sbcglobal.net	NOVEMBER 04, 2020
		DRAFTING COMPLETED: NOVEMBER 09, 2020
		FIELD WORK: BEH DRAWN BY: BEH CHECKED BY: BEH

BRADLEY E. HATTENDORF 35-3372 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS ELGIN, ILLINOIS

Neighborhood Petition in Support of Zoning Variation for 115 Edgewood Avenue

To the City of Crystal Lake Planning and Zoning Commission and City Council:

We, the undersigned residents and neighbors of the Edgewood Avenue area, respectfully submit this petition in support of a zoning variation requested by our neighbor, Hunter and Catherine Scott, for the property located at 115 Edgewood Avenue.

The variation being requested is to allow for the demolition of the existing, deteriorating garage on the property and to waive the requirement to construct a new garage with one enclosed parking space, which is typically mandated under Article 4-200 of the Unified Development Ordinance (UDO).

We understand that the current garage is structurally unsound, functionally restrictive for modern vehicle use, and presents safety concerns. The petitioner plans to replace it with a smaller shed to store essential items such as lawn and garden equipment—an approach we believe is both responsible and appropriate for the needs of the property.

We believe this request is in alignment with the best interests of our neighborhood and our city's planning principles, as it:

- Eliminates a deteriorated structure that no longer serves its intended purpose;

- Maintains a tidy and functional outdoor storage solution through a modest shed;

- Avoids unnecessary construction or congestion, preserving the visual and physical character of the block;

- Supports the City's Comprehensive Land Use goal to encourage safe, clean, and well-maintained housing.

We affirm that granting this variation will not alter the essential character of our neighborhood, nor will it negatively impact nearby properties or the community's well-being.

By signing below, we confirm that we have been informed of the proposed zoning variation and support the petitioner's request to demolish the existing garage, forego building a new enclosed garage, and construct a small shed for storage.

Name	Address	Signature	Date
Julie Peters	111 Edgewood Ave		6/29/25
Vargas Rigo	112 Edgewood Ave		6/29/25
[illegible]	112 edgewood ave		6/29/25
Heather Vargas	112 Edgewood Ave		6/29/25
Tracy Peters	111 Edgewood		6-29-25
Joann Balcheus	119 Edgewood		6/29/25
[illegible]	119 Edgewood		6/29/25
Alex Mcbregor	123 Edgewood		6/29/25
maya McGregor	123 Edgewood		6/29/25
Bato Bellanzo	132 Edgewood		6-29-25
Oscar Sanchez	138 edgewood AVE		6-29-25
Henriette Peters	146 Edgewood Ave		6/29/25
Casey Peters	146 Edgewood Ave.		6.29.25
Don Peters	146 Edgewood Ave.		6/29/25
Gabe Peters	146 Edgewood Av.		6/29/25
[illegible]	147 Edgewood Ave		6/29/25
[illegible]	153 Edgewood		6/29/25
[illegible]	157 Edgewood		6/29
Kathryn Meyer	158 Edgewood		6/29
Alex Larson	164 Edgewood		6/29
[illegible]	98 Edgewood Ave		6/29
Vickie Hartl	105 Edgewood Ave		6/30
[illegible]	104 Sunnyside Ave		6/30
Adam Zierer	114 sunnyside ave		6/30
Lisa Buhr	117 Sunnyside Ave		6/30

Name	Address	Signature	Date
Richard Buhr	117 Sunnyside Ave	RICHARD BUHR	6/30
Agnes Bonucka	118 Sunnyside Ave		6/30
Mike Thomas	103 Sunnyside Ave		6/30
Mike Stybler	138 Sunnyside Ave		6/30
Jon Paleh	164 Sunnyside Ave		6/30
Grant Ben	11141 N Shore Dr.		6/30
Rich Wallin	1163 N. Shore Dr.		6/30
Lin Carvell	1167 N. Shore Dr	Linda Carvell	6/30
Jennifer Carvell	1167 W. Shore Dr	Jennifer Carvell	6/30
Luis Gonzalez.	172 Edgewood Ave		6/30
Daisy Gonzalez	172 Edgewood Ave		6/30

Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: July 15, 2025

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Request: Variation from Article 3 to construct a garage addition to an existing home that encroaches 29.2 feet into the required 49.2-foot street side setback

Mike McIntyre, petitioner
751 Oak Court

PZC Recommendation: To approve the Planning and Zoning Commission (PZC) recommendation and adopt an Ordinance granting the Variation for the encroachment into the street side setback at 751 Oak Court

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

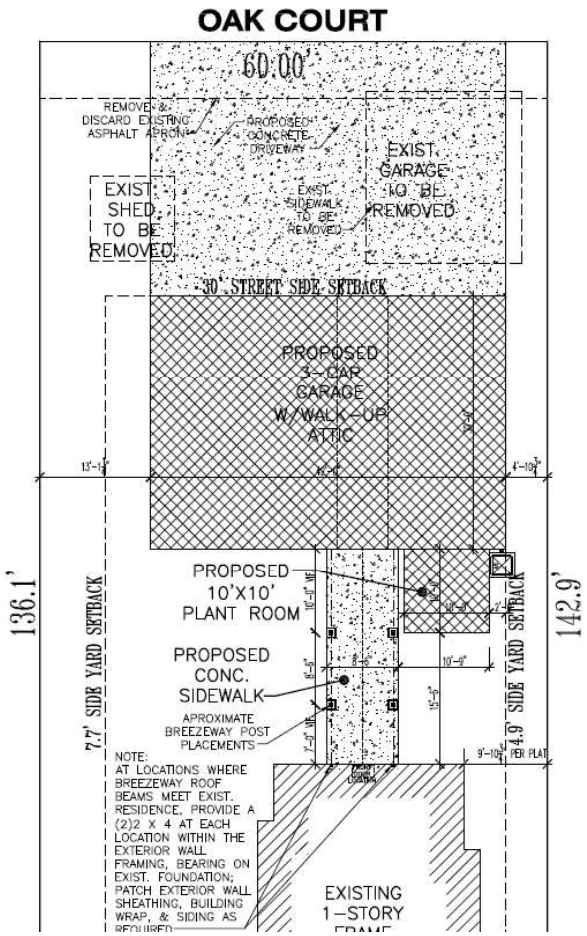
Background:

- Request: To construct an addition to the house. The addition is a two-story three-car garage. It is connected to the house by a breezeway. The new addition encroaches 29.2 feet into the required 49.2-foot street side setback.
- Zoning: The site is zoned R-2 Single Family.
- Land Use: The land use map shows the area as Urban Residential.
- This request was first heard and approved by the City Council in March for a 19.2-foot encroachment. The intent was to line up the proposed garage with the neighbor's garage setback to the west. After demolition they measured the buildings and found the neighbor's garage was closer to 20 feet from the street. The petitioner has revised the request for an additional 10-foot encroachment for a total of 29.2 feet into the 49.2-foot street side setback.

PZC Highlights:

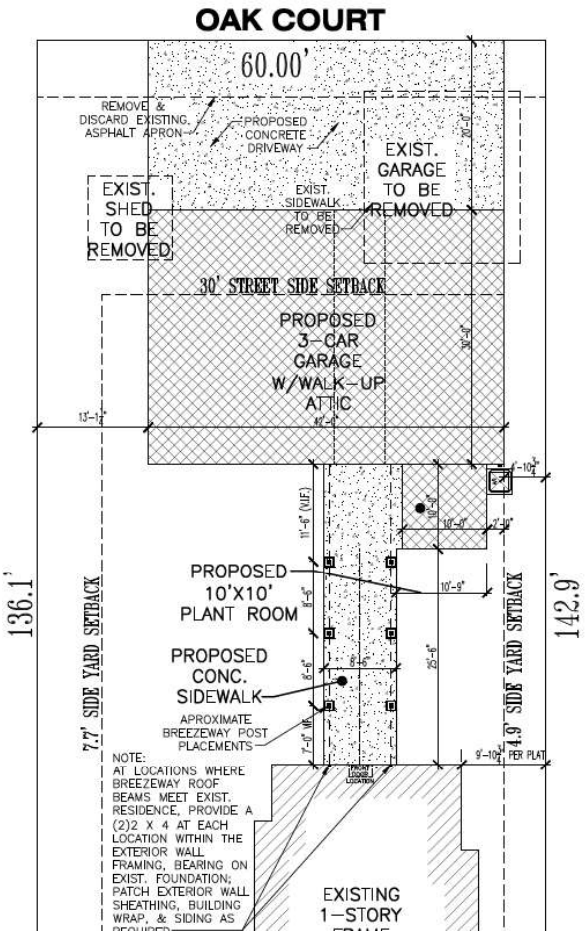
The images below represent the original request and the revised request.

Approved by Council in March



Impervious coverage 47.8%

Revised New Request



Impervious coverage 34.8%

PZC Highlights:

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

- The PZC discussed the hardship and lining up with the neighbor's garage would meet the standard of not impairing light or air to adjacent properties.
- During the original request they had concerns that the hard-surface coverage was close to 50% with the size of the garage and driveway, which could limit future improvements to the house. The modified request reduces the size of the driveway.
- The PZC found that the petition met the Findings of Facts.

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

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

A. Application (McIntyre, received 01/17/25)
B. Architecture Plans (ALA Architects, dated 10/09/24, received 01/13/25)

2. The total hard-surface coverage cannot exceed 50%. Full engineering details and calculations must be provided with the building permit.

3. The petitioner shall address all of the review comments and requirements of the Public Works and Engineering Department, Community Development Department and the City's Stormwater Consultant.

Votes Required to Pass: A simple majority vote

Acknowledgement Form

Regarding the Variation for the garage addition at 751 Oak Court, 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: 7/3/25
Signature

Recommended Conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (McIntyre, received 01/17/25)
   B. Architecture Plans (ALA Architects, dated 06/19/25, received 06/22/25)

2. The total hard-surface coverage cannot exceed 50%. Full engineering details and calculations must be provided with the building permit.

3. The petitioner shall address all of the review comments and requirements of the Public Works and Engineering Department, Community Development Department and the City's Stormwater Consultant.

PIQ MAP
751 Oak Court



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A SIMPLIFIED RESIDENTIAL VARIATION TO CONSTRUCT A GARAGE ADDITION TO THE HOUSE THAT WOULD ENCROACH 29.2 FEET INTO THE 49.2-FOOT AVERAGED STREET SIDE SETBACK AT 751 OAK COURT

WHEREAS, pursuant to the terms of a Petition (File #PLN-20[illegible]-102) before the Crystal Lake Planning and Zoning Commission, the Petitioner has a Variation from Article 3 to construct a garage addition to an existing home that would encroach 29.2 feet into the required 49.2-foot street side setback at 751 Oak Court; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on June 14, 2025 in the Northwest Herald, held a public hearing at 7:00 p.m., on July 2, 2025 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed variations; and

WHEREAS, on July 2, 2025, the Planning and Zoning Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as required by law and recommended to the Mayor and City Council of the City of Crystal Lake that the proposed 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 from Article 3 to construct a garage addition to an existing home that would encroach 29.2 feet into the required 49.2-foot street side setback at 751 Oak Court (19-06-176-015), Crystal Lake, Illinois is hereby approved

Section II: Said variation is issued subject to the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (McIntyre, received 01/17/25)
   B. Architecture Plans (ALA Architects, dated 06/19/25, received 06/22/25)

DRAFT

2. The total hard-surface coverage cannot exceed 50%. Full engineering details and calculations must be provided with the building permit.

3. The petitioner shall address all of the review comments and requirements of the Public Works and Engineering Department, Community Development Department and the City's Stormwater Consultant.

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 Variation in accordance with the provisions of this Ordinance, as provided by law.

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

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

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
CITY CLERK

Passed: July 15, 2025
Approved: July 15, 2025

DRAFT

#2025-102
751 Oak Court – Variation
Project Review for Planning and Zoning Commission

Meeting Date: July 2, 2025

Request: Variations from Article 3 to construct a garage addition to an existing home that encroaches 29.2 feet into the required 49.2-foot street side setback.

Location: 751 Oak Court

Acreage: Approximately 8,370 square feet

Existing Zoning: R-2 Single Family

Surrounding Properties:
North: R-2 Single Family
South: R-2 Single Family
East: R-2 Single Family
West: R-2 Single Family

Staff Contact: Elizabeth Maxwell (815.356.3615)

Background:

- The original request was heard by the Planning and Zoning Commission on February 19, 2025. It was recommended for approval and approved by the City Council on March 4, 2025. The variation was approved at a 19.2-foot encroachment, 30 feet from the street.
- The intent was for the garage to line up with the neighbor's garage to the west. After final measurements it was determined this garage was approximately 20 feet from the street. In order to not block light into the neighbor's yard, the petitioner is requesting modification of their variation from a 30-foot setback to a 20-foot setback.
- The proposed addition is setback 20 feet from the street, requiring the 29.2-foot variation.

Development Analysis:

General

- Request: To construct an addition to the house. The addition is a two-story three-car garage. It is connected to the house by a breezeway. The new addition encroaches 29.2 feet into the required 49.2-foot street side setback. The breezeway is getting longer to accommodate the relocation closer to the street.
- Zoning: The site is zoned R-2 Single Family.
- Land Use: The land use map shows the area as Urban Residential.
- The construction will match the existing residential structure.

- The garage is considered attached to the principal structure via the breezeway. If the garage was detached, the square footage would require a Special Use and it would exceed the height, the stories and the dormer length for an accessory structure. To avoid these variations it is attached to the house, allowing it to receive the principal structure standards of two stories and 28 feet in height. Connection to the principal structure requires it meet the principal structure setbacks. The average setback from the street is determined to be 49.2 feet.

Findings of Fact:

ZONING ORDINANCE VARIATION

The petitioner is requesting a Simplified Residential Zoning Variation to allow a new addition to encroach 29.2 feet into the required yard abutting a street setback. 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: 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 (McIntyre, received 01/17/25)
   B. Architecture Plans (ALA Architects, dated 06/19/25, received 06/22/25)

2. The total hard-surface coverage cannot exceed 50%. Full engineering details and calculations must be provided with the building permit.

3. The petitioner shall address all of the review comments and requirements of the Public Works and Engineering Department, Community Development Department and the City's Stormwater Consultant.

City of Crystal Lake
Development Application

Office Use Only
File # _____

Project Title: McIntyre Residence

Action Requested

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

Petitioner Information

Name: ALA Architects/Tim Nugent
Address: 2600 Behan Road
Crystal Lake, Il 60114
Phone: 815-788-9200
Fax:
E-mail: info@alaarchitects.com

Owner Information (if different)

Name: Mike McIntyre
Address: 751 Oak Court
Crystal Lake, Il 60014
Phone: [redacted]
Fax:
E-mail: [redacted]

Property Information

Project Description: Detached 3 car garage

Project Address/Location: 751 Oak Court Crystal Lake, Il 60014

PIN Number(s):

Development Team

Please include address, phone, fax and e-mail

Developer: _____

Architect: ALA Architects & Planners 2600 Behan Road Crystal Lake, Il 60014
815-788-9200 info@alaarchitects.com

Attorney: _____

Engineer: _____

Landscape Architect: _____

Planner: _____

Surveyor: _____

Other: _____

Signatures

Tim Nugent 01-14-2025

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

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

Mike McIntyre 1-17-2025

OWNER: Print and Sign name **Date**

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

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, JULY 2, 2025
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

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

CALL TO ORDER

On roll call, commissioners, Laura Dzielski, Jeff Greenman, Bill Gronow, Stacy Mason, Kathy Repholz, Al Skluzacek and Scott Smith were present.

City Planner Elizabeth Maxwell was present from staff.

Mr. Greenman informed those in attendance that the meeting was 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 JUNE 18, 2025 PLANNING AND ZONING COMMISSION MEETING

Ms. Mason made a motion to approve the minutes from the June 18, 2025 Planning and Zoning Commission meeting. Mr. Skluzacek seconded the motion. All members voted 'aye' except for Ms. Dzielski who abstained (having not been present at the last meeting). Motion passed, 6-0-1.

2025-102 – 751 OAK COURT – SIMPLIFIED RESIDENTIAL VARIATION

A Simplified Residential Variation to construct a two-story garage addition to the street side of the home, extending 29.2 feet into the required 49.2-foot street side setback, leaving a setback of 20 feet from the street side property line.

The property owners, Kirsten and Mike McIntyre were present to represent the petition. Mr. McIntyre explained they received approval, demolished the existing buildings and began laying out the measurements and found they were wrong. They need to move the building closer to the street to do what they said they were going to and line up with the neighbor's garage.

Mr. Greenman opened the hearing to public comment. There being no one to speak, he closed the public comment portion of the hearing and asked for staff to present the staff report.

Staff summarized the revised request and displayed information about the character of the area. Detached garages are located along the street with little to no setback. If this garage was detached and under 600 square feet it could be 5 feet from Oak Court right-of-way. Since the garage is attached it needs to meet the principle structure setback of 49.2 feet.

Mr. Greenman asked the petitioner to explain the hardship. Mr. McIntyre noted that the garages in this area are all different sizes and squished by the setback from the lake. Their house is only 900 square feet.

The lot is small and they need a place to add on. Adding on towards the street makes sense. He noted the exceptional shallowness and narrowness of the lot, as well as the topography for why the variation is necessary.

Ms. Repholz found that this meets the hardship criteria not to impair light into the neighbor's property. The petitioner agreed and said it was not just a personal preference to move it.

Mr. Gronow asked if the garage was attached. The petitioner responded yes. He asked if the new location would not cast shadow on the neighbor, the petitioner agreed it would not.

Mr. Smith, noted that there is either the variation for the location if it is attached or variations for size, height and stories if it was detached. He asked about the neighbor's garage. Staff displayed the image showing the four-car single-story garage up near the roadway. Mr. McIntyre noted that garage is the entire width of the lot. He would not take up the entire width of the lot and the height would be similar.

Mr. Skluzacek is satisfied with the explanation of the revised request.

Ms. Mason agrees with the other commission members. She asked if they have already started the work. They said yes and that is when the setback mistake was realized.

Ms. Dzielski appreciates the consideration for the neighbors.

Mr. Greenman did not have anything further to add.

Mr. Smith made a motion to approve the request for a variation to construct a two-story garage addition to the street side of the home, extending 29.2 feet into the required 49.2-foot street side setback, leaving a setback of 20 feet from the street side property line, having found that the standards for variations had been met, with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (McIntyre, received 01/17/25)
   B. Architecture Plans (ALA Architects, dated 06/19/25, received 06/22/25)

2. The total hard-surface coverage cannot exceed 50%. Full engineering details and calculations must be provided with the building permit.

3. The petitioner shall address all of the review comments and requirements of the Public Works and Engineering Department, Community Development Department and the City's Stormwater Consultant.

Ms. Repholz seconded the motion. On a roll call vote, Members Dzielski, Gronow, Mason, Repholz, Skluzacek, Smith and Greenman all voted 'aye'. The motion passed 7-0.

2025-96 – 115 EDGEWOOD AVENUE – SIMPLIFIED RESIDENTIAL VARIATION

Variation to allow the demolition of a garage and not meet the requirement to have one enclosed parking space.

Mr. Hunter Scott, homeowner, was present to represent the petition. He said they would like to tear down the old existing garage and replace it with a shed. They bought the house in 2020 and the detached garage was in poor condition. There was no driveway going to the garage. He showed photos of the garage and how it is in a dilapidated state. This structure never met the requirements for a garage anyway as there was no vehicular access and it was too small. He provided a petition signed by 25 neighbors that they support his request. He is on a dead-end street so only two or three other people will drive past this property to see there is no garage. It would be hard to fit a garage on the lot and not take up most of the back yard. He would not want to lose yard space for his kids. Mr. Greenman asked him to clarify the hardship. Mr. Scott said his request was not applicable to all other properties. He thinks 50% of the homes in this north shore area do not have a garage.

Staff summarized the request and noted a larger topic regarding the one enclosed parking space requirement. There is no requirement to park inside a garage. Staff has also been exploring accessory dwelling units in which people can convert a portion of their home typically a garage into a living unit. Is the enclose parking space still necessary?

Mr. Greenman opened the public comment portion of the public hearing. Ms. Scott spoke noting their neighbors do not want to be forced to have a garage. Many of them do not have garages and if the City were to enforce this requirement it could cause a financial hardship for them. There being no one else who wished to speak, he closed the public comment portion of the hearing.

Mr. Greenman opened the discussion about the garage requirement with the Commission and maybe the code needed to be looked at.

Mr. Smith asked if they wanted to wait until September for the joint workshop. He likes the requirement to have one enclosed space for vehicles and stuff. He sees this as a unique variation and those can always be granted without changing the code. He believes not granting this would be detrimental to the public welfare.

Mr. Gronow agrees if it was not granted that would be detrimental. He would like it put on the agenda to discuss the ordinance changes.

Ms. Mason, Mr. Skluzacek, Ms. Dzielski and Mr. Greenman all support the request.

Mr. Greenman noted he would like the City Council to look at this area differently for the requirement on enclosed garage space.

Mr. Smith made a motion to approve the petitioner's request of a variation from the requirement for one enclosed parking space having found the standards for a variation have been met with the following conditions:

1. Be consistent with the information and testimony provided by the petitioner in the hearing and the following provided documents:
   A. Application (Scott, received 06/11/25)
   B. Plat of Survey (Hattendorf Land Surveying, dated 11/09/20, received 06/11/25)

2. The petitioner shall apply for a demolition permit.

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

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

REPORT FROM PLANNING

Staff noted the recent City Council approvals and the upcoming items for the next meeting on July 16, 2025.

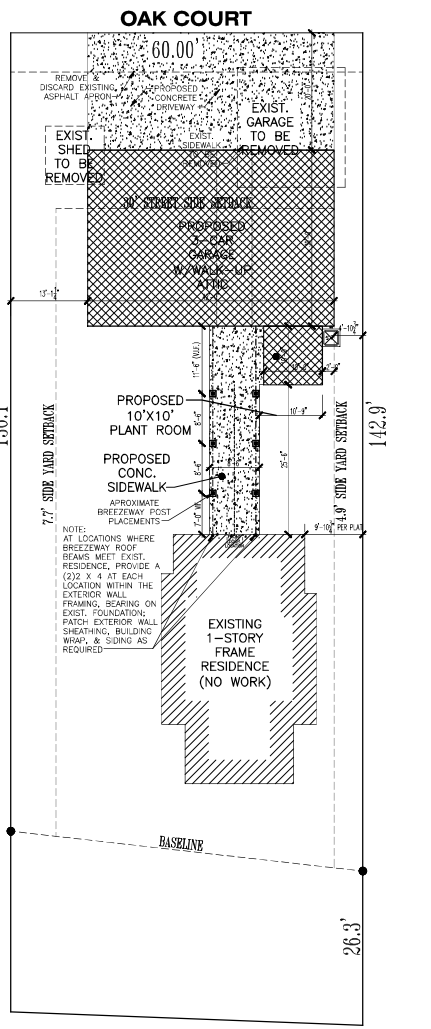
COMMENTS FROM THE COMMISSION

They welcomed the new member.

ADJOURNMENT

Mr. Skluzacek made a motion to adjourn the meeting. Mr. Smith seconded the motion. On voice vote, all members voted aye. The meeting was adjourned at 7:49 p.m.

MCINTYRE RESIDENCE
751 OAK COURT
CRYSTAL LAKE, IL 60014



1E / A000 SITE PLAN 1"=10'-0"

GENERAL SITE NOTES:

1. VERIFY UTILITY LOCATIONS.
2. VERIFY TREES TO BE REMOVED WITH OWNER.
3. VERIFY STRUCTURE LOCATION WITH OTHERS.

SITE PLAN DEPICTED REPRESENTS A REFERENCE LOCATION ONLY, NOT TO BE USED FOR STAKING, EXCAVATION, FOUNDATION LOCATION OR BUILDING OF ANY KIND. REFERENCE CIVIL ENGINEERING FOR ACTUAL HOUSE LOCATION AND VERIFY IN FIELD NO PORTION OF THE STRUCTURE EXTENDS OVER SETBACKS, BUILDING LINES OR EASEMENTS.

4. UTILITY INFORMATION PROVIDED BY OTHERS
5. BOUNDARY BASED UPON PLAT OF SURVEY FURNISHED TO ARCHITECT BY OWNER. VERIFY LOT DIMENSIONS IN FIELD.

NOTE:
MAINTAIN EXISTING GRADES & DRAINAGE PATTERN. ANY DRAINAGE ISSUES THAT MAY ARISE FROM THE CONSTRUCTION ASSOCIATED WITH THIS PERMIT WILL BE ADDRESSED BY THE PERMITEE

SCOPE OF WORK:

1. REMOVE & DISCARD EXISTING DETACHED FRAMED GARAGE & SHED
2. REMOVE EXISTING ASPHALT DRIVEWAY; PROVIDE NEW CONCRETE DRIVE AS INDICATED ON SITE PLAN
3. CONSTRUCT NEW 840 SF 2-CAR DETACHED FRAMED GARAGE W/ WALKUP ATTIC & ATTACHED PLANT ROOM; ELECTRIC & WATER SERVICES SHALL BE EXTENDED FROM EXISTING RESIDENCE
4. CONSTRUCT COVERED BREEZEWAY BETWEEN NEW GARAGE & EXISTING RESIDENCE

CITY OF CRYSTAL LAKE PROJECT NOTES:

1. PROVIDE SILT FENCE DOWNSTREAM OF ANY NEIGHBORING PROPERTIES BEFORE EXCAVATION
2. ALL SPOILS SHALL BE REMOVED FROM SITE
3. A SEPARATE BUILDING PERMIT SHALL BE REQUIRED FOR DRIVEWAY ALTERATIONS PRIOR TO COMMENCING WORK
4. ALL PROJECTIONS BETWEEN 2-5 FT FROM PROPERTY LINE SHALL BE 1-HOUR FIRE RATED OR CONSTRUCTED OF FIRE RETARDANT MATERIALS; WILL BE FIELD VERIFIED
5. NO PROJECTIONS ALLOWED LESS THAN 2FT FROM PROPERTY LINE; WILL BE FIELD VERIFIED
6. HEADER FOR GARAGE SERVICE DOOR SHALL BE (2) 2 X 4, WINDOW HEADER SHALL BE (2) 2 X 6
7. THE EXISTING GARAGE SHALL BE REMOVED BEFORE THE NEW GARAGE IS ERECTED
8. ALL RAFTER TO TOP PLATE CONNECTIONS SHALL BE CONNECTED WITH HURRICANE CLIPS PER CITY OF CRYSTAL LAKE AMENDMENT
9. 1 X 4 COLLAR TIES SHALL B E PROVIDED @ 48" O.C. IN UPPER-1/3 OF ATTIC SPACE
10. THE USE OF NON-METALLIC SHEATHED CABLE IS PROHIBITED PER CITY OF CRYSTAL LAKE AMENDMENT
11. ALL ELECTRICAL OUTLETS IN GARAGE SHALL BE GFCI PROTECTED
12. ALL UNDERGROUND WIRING SHALL COMPLY WITH THE 2017 NEC & BE INSPECTED PRIOR TO BEING CONCEALED
13. IF MORE THAN ONE CIRCUIT IS SUPPLYING POWER TO THE GARAGE, A DISCONNECT SHALL BE INSTALLED WITH TWO GROUND RODS, 6FT APART
14. REQUIRED DURING CONSTRUCTION: FOOTING/SLAB, ELECTRIC TRENCH, ROUGH FRAMING & ELECTRIC, DRIVEWAY BASE, FINAL INSPECTION

LOT COVERAGE CALCULATIONS

LOT AREA: 10,085.3 SF

MAX. IMPERVIOUS:	5,042.65 SF (50%)
PROPOSED IMPERVIOUS:	3,519.36 SF (34.8%)
MAX. BUILDING COVERAGE:	4,034.12 SF (40%)
PROPOSED BUILDING COVERAGE:	2,368.61 SF (23.4%)

DRAWING INDEX

A000	SITE PLAN, DRAWING INDEX, GENERAL NOTES
A100	FOUNDATION PLAN
A101	FLOOR PLANS
A200	ELEVATIONS
A300	BUILDING SECTIONS, CONSTRUCTION SPECIFICATIONS
A301	ROOF PLAN, TYPICAL DETAILS
E101	ELECTRICAL PLANS

DESIGN LOADING VALUES:

ROOF	30 PSF LIVE LOAD (SNOW)	WALLS	20 PSF WND FOR 0-20 FT. HEIGHT
CEILING	20 PSF LIVE LOAD		25 PSF WND FOR 21-29 FT. HEIGHT
FLOOR	60 PSF LIVE FOR EXTERIOR BALCONY		30 PSF WND FOR 30 FT. AND ABOVE
	40 PSF LIVE FOR FLOORS, DECKS, STAIRS	SOIL	3000 PSF ASSUMED MINIMUM OWNER/CONTRACTOR RESPONSIBLE TO VERIFY

CONCRETE/MASONRY NOTES:

- SEE FOUNDATION PLAN AND SECTIONS FOR HEIGHT OF FOUNDATION WALLS
- FOUNDATION REINFORCING TO BE GRADE 60, (AP CONTINUOUS BARS, (#) DIAMETERS.
- ALL FOUNDATION WALLS WITH FULL'S MASONRY VENEER ABOVE TO BE A MINIMUM OF 10" THICK
- ALL EXTERIOR WALKOUT OR ENGLISH BASEMENT FRAME WALLS 6" (308 W/ 1" SHEATHING)
- STRENGTH OF CONCRETE AFTER 28 DAYS TO BE 3000 PSI FOR CONCRETE WALLS AND 3500 PSI FOR CONCRETE FLAT WORK AND EXTERIOR CONDITIONS.
- ALL PORCHES, STEPS AND GARAGE FLOOR SLABS SHALL BE 4 MIN. OF 3500 PSI AND BETWEEN 5% & 7% AIR ENTRAINED.
- FOUNDATION HEIGHT TO BE AT SUCH A LEVEL SO NOM TOP OF FINISHED FLOOR MATCHES EXISTING TOP OF FINISHED FLOOR, UNLESS OTHERWISE NOTED.
- PROVIDE SAW CUTS IN EXISTING FOUNDATION TO PROVIDE FOR ADEQUATE ACCESS EITHER TO NEW SKIM SPACE OR BASEMENT, PER PLANS AND LOCAL CODES.
- PROVIDE SAW CUTS IN EXISTING FOUNDATION FOR HVAC ACCESS TO NEW ADDITION AS REQ'D.
- CONTRACTOR IS RESPONSIBLE TO PROVIDE VERIFICATION OF EXISTING STRENGTH AND DEPTH OF EXISTING FOUNDATION AND FOOTING.
- MASONRY WORK IN AG TYPE B.

WINDOW NOTES:

- VERIFY ALL NEW WINDOW SIZES IN FIELD PRIOR TO PURCHASE.
- NEW WINDOWS TO MATCH EXISTING WINDOW TYPE & STYLE, UNLESS OTHERWISE NOTED.
- TOP OF WINDOWS IN REMODELED AREAS OF ADDITIONS TO MATCH EXISTING.
- FOR BASEMENTS, TOP OF WINDOWS @ 6'-8" (80") ABOVE FLOOR SLAB, UNLESS OTHERWISE NOTED.
- FOR 10'-0" PLATES, TOP OF WINDOWS @ 9'0⅛" ABOVE SUB-FLOOR, UNLESS OTHERWISE NOTED.
- FOR 9'-0" PLATES, TOP OF WINDOWS @ 8'0⅛" ABOVE SUB-FLOOR, UNLESS OTHERWISE NOTED.
- FOR 8'-0" PLATES, TOP OF WINDOWS @ 7'0⅛" ABOVE SUB-FLOOR, UNLESS OTHERWISE NOTED
- ALL WINDOWS ARE DESIGNATED IN ROUGH OPENING, SHOWN IN FEET AND INCHES
  EXAMPLES: 2068 = 2'-0" X 5'-5" TO BE MET WITHIN 2" OR EXCEEDED.
- PROVIDE (2) 2 X 12 HEADERS ABOVE ALL NEW WINDOWS AND OPENINGS UNLESS OTHERWISE NOTED.
- VERIFY ALL EXISTING HEADERS WHICH BEARING WILL BE INCREASED AS A RESULT OF THE REMODELING TO BE MIN. (2) 2 X 12 UNLESS OTHERWISE NOTED.
- PROVIDE TEMPERED SAFETY GLAZING IN ALL GLAZING WINDOWS WITHIN 24" OF ANY DOOR, WITHIN 18" OF FLOOR, IN TUB & SHOWER ENCLOSURES, & IN STAIR WELLS.
- PROVIDE WINDOW GUARDS THAT COMPLY WITH ASTM F2006 OR F2090 WHEN NEW WINDOW SILLS ARE LESS THAN 24" ABOVE FINISHED FLOOR.
- ALL NEW FENESTRATIONS SHALL HAVE A MAXIMUM U-VALUE AS FOLLOWS:
  WINDOWS & DOORS =(0.30), SKYLIGHTS =(0.55)
- WINDOW & DOOR TAGS FIXED WINDOW =(F), EGRESS WINDOW = (E), TEMPERED GLASS =(T)

STRUCTURAL NOTES:

- ALL JOISTS, STUDS & RAFTERS TO BE SPF #1/#2 (CANADIAN) UNLESS OTHERWISE NOTED.
- ALL HEADERS TO BE (2) 2 X 12 SPF #1/#2 (CANADIAN) UNLESS OTHERWISE NOTED.
- THE DIAMETER OF HOLES BORED INTO SOLID SAWN MEMBERS SHALL NOT EXCEED ⅓ THE DEPTH OF THE MEMBER AND SHALL NOT BE CLOSER THAN 2" FROM THE TOP OR BOTTOM OF THE MEMBER OR TO ANY OTHER HOLE.
- THE DIAMETER OF HOLES BORED INTO PRE-ENGINEERED FRAMING MEMBERS SHALL FOLLOW MFG APPROVED SPECIFICATIONS.
- PROVIDE PRE-ENGINEERED FLOOR JOIST MANUFACTURER'S INSTALLATION INSTRUCTIONS ON THE JOBSITE AT THE TIME OF INSPECTIONS.
- PRE-ENGINEERED FLOOR JOIST TO BE BY "TRUSJOIST" MANUFACTURER OR EQUIVALENT PER MANUFACTURER'S RECOMMENDATIONS.
- PRE-ENGINEERED FLOOR JOIST SUPPLIER SHALL PROVIDE JOIST LAYOUT FROM MANUFACTURER PRIOR TO FRAMING.
- ■ = (2) 2X STUDS IN INTERIOR PARTITIONS W/ DBL. JST. BELOW UNLESS OTHERWISE NOTED.
- ■ = (2) 2X STUDS IN EXTERIOR WALLS, UNLESS OTHERWISE NOTED
- ⊡ = POINT LOAD FROM ABOVE WITH DOUBLE JOIST BELOW, UNLESS OTHERWISE NOTED.
- ALL EXTERIOR WALLS OVER 10'-0" TALL TO BE 2X6 @16" O.C. STUD WALLS.
- ADD 2 1 HORIZONTAL BLOCKING, SAME WIDTH AS STUDS, BETWEEN STUDS IN EXTERIOR WALLS OVER 8'-0" IN HEIGHT, EASTEN EXTERIOR SHEATHING TO BLOCKING AND TO STUDS.
- HVAC WALLS TO BE MIN. 2X" TALL, UNLESS OTHERWISE NOTED.
- FIRESTOPPING SHALL BE INSTALLED AT THE FOLLOWING LOCATIONS:
  - CONCEALED SPACES OF STUD WALLS AND PARTITIONS, INCLUDING STAGGERED OR PARALLEL ROWS OF STUDS, VERT. AT CEILING AND FLOOR LEVELS AND HORIZ. AT 10'-0" INTERVALS.
  - ALL INTERCONNECTIONS BETWEEN CONCEALED VERTICAL AND HORIZONTAL SPACES SUCH AS OCCUR AT SOFFITS, DROP CEILINGS AND COVE CEILINGS.
  - CONCEALED SPACES BETWEEN STAIR STRINGERS AT TOP AND BOTTOM OF THE RUN.
  - OPENINGS AROUND VENTS, PIPES, DUCTS, CHIMNEYS AND FIREPLACES AT CEILINGS AND FLOOR LEVEL WITH NONCOMBUSTIBLE MATERIALS.

ELECTRICAL NOTES:

WHEN REMODELING OR ADDING A KITCHEN, LAUNDRY ROOM OR GARAGE, THE FOLLOWING NOTES APPLY:

- ** ALL OUTLETS ABOVE KITCHEN COUNTERTOP TO BE GFI & MAXIMUM 48" O.C.
- ** ALL OUTLETS WITHIN 72" OF ANY SINK OR WATER FEATURE TO BE GFI.
- ** ALL OUTLETS IN GARAGE GFI.

- ALL EXISTING ELECTRICAL COMPONENTS WHICH ARE EFFECTED BY THE REMODELING OF ADDITION ARE TO BE ADJUSTED, UPDATED, MOVED OR MODIFIED AS REQ'D TO CONFORM TO CURRENT LOCAL AND NATIONAL ELECTRICAL CODES.
- WHEN MODIFYING AN EXISTING RESIDENCE (ALTERATIONS, REPAIRS OR MODIFICATIONS) THE ENTIRE BUILDING SHALL BE PROVIDED WITH SMOKE & CARBON MONOXIDE DETECTORS PER LOCAL CODE & LOCATED AS REQUIRED FOR A NEW DWELLING.
- ** (1) COMBO. SMOKE/CARBON MONOXIDE DETECTOR @ EACH FLOOR LEVEL
- ** (1) SMOKE DETECTOR IN EACH BEDROOM
- ** (1) COMBO. SMOKE/CARBON MONOXIDE DETECTOR WITHIN 15'-0" OF EACH BEDROOM DOOR/ENTRANCE
- ALL TYPICAL ROOM OUTLETS TO BE SPACED MAX. 12'-0" APART, UNLESS OTHERWISE NOTED.
- VERIFY THAT NO POINT ALONG ANY WALL 2'-0" LONG OR LONGER IN ANY HABITABLE ROOM TO BE MORE THAN 6'-0" FROM AN OUTLET.
- ALL ELECTRICAL CONDUCTORS ARE TO BE SOLID COPPER IN ELECTRICAL METALLIC TUBING.
- ALL OUTLETS SHALL BE ARC FAULT PROTECTED.
- ALL 15 & 20 AMP OUTLETS SHALL BE TAMPER RESISTANT.
- ALL CEILING OUTLET ELECTRICAL BOXES SHALL BE CAPABLE OF SUPPORTING A CEILING FAN.
- RECESSED OR SURFACE-MOUNTED FLUORESCENT OR SURFACE-MOUNTED INCANDESCENT LIGHT FIXTURES IN CLOSETS SHALL BE LOCATED A MIN. OF 6" IN FRONT OF THE TOP SHELF AND SURFACE MOUNTED INCANDESCENT FIXTURES IN WALK-IN CLOSETS SHALL BE AT LEAST 12" IN FRONT OF TOP SHELF AND SHALL BE FULLY ENCLOSED WITH A GLOBE. SURFACE MOUNTED INCANDESCENT LIGHT FIXTURES ARE NOT PERMITTED IN CLOSETS OTHER THAN WALK-IN.
- PROVIDE SEPARATE 20 AMP CIRCUITS FOR KITCHEN REFRIGERATORS, MICROWAVES, GARBAGE DISPOSALS & DISHWASHERS.
- PROVIDE SEPARATE LOCAL DISCONNECTS FOR KITCHEN GARBAGE DISPOSALS & DISHWASHER.
- PROVIDE MIN. 36" DEEP X 30" WIDE X 78" HIGH CLEAR WORK AREA IN FRONT OF ELECTRICAL PANEL.
- PROVIDE 200 AMP ELECTRICAL SERVICE FOR BUILDINGS UP TO 4,000 SF.
- PROVIDE 400 AMP ELECTRICAL SERVICE FOR BUILDINGS OVER 4,000 SF.

FINISHES:

- ALL INTERIOR AND EXTERIOR FINISHES INCLUDING BUT NOT LIMITED TO MOULDING, DOORS, WINDOWS, SIDING, ROOFING, ETC. ARE TO MATCH EXISTING UNLESS OTHERWISE NOTED.

CODE CONFORMANCE

THE DRAWINGS AND RELATED CONSTRUCTION TO CONFORM WITH THE FOLLOWING

2018 INTERNATIONAL RESIDENTIAL CODE	2018 INTERNATIONAL BUILDING CODE
2018 INTERNATIONAL MECHANICAL CODE	2000 NFPA LIFE SAFETY CODE
2018 INTERNATIONAL FUEL GAS CODE	2018 ILLINOIS ILLINOIS ACCESSIBILITY CODE
2018 INTERNATIONAL ENERGY CONSERVATION CODE	
2018 INTERNATIONAL FIRE CODE	
2017 NATIONAL ELECTRIC CODE	
2014 ILLINOIS PLUMBING CODE	
2018 INTERNATIONAL EXISTING BUILDING CODE	
2018 INTERNATIONAL PROPERTY MAINTENANCE CODE	
CITY OF CRYSTAL LAKE CODE OF ORDINANCES	

IECC — INTERNATIONAL ENERGY CONSERVATION CODE

—NOTE TO PLAN EXAMINERS, OFFICIALS & CONTRACTORS—

* THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE TO THE CURRENT EDITION OF INTERNATIONAL ENERGY CONSERVATION CODE AS AMENDED BY THE STATE OF ILLINOIS AND MEET OR EXCEED ALL APPLICABLE REQUIREMENTS OF SAID CODE.

* THE ARCHITECT HAS CHOSEN TO DEMONSTRATE COMPLIANCE OF MEETING THE PROVISIONS OF THE ILLINOIS ENERGY CONSERVATION CODE COVERED BY 71 ILL ADM. CODE 600 SUBPART D BY SUBMITTING, AS REQUIRED BY SECTION 105.5 OPTION 3, THE SEAL OF THE THE ARCHITECT/ENGINEER AS REQUIRED BY SECTION 14 OF THE ILLINOIS ARCHITECTURAL PRACTICE [225 ILCS 305] .

* PRESCRIPTIVE METHOD FOR COMPLIANCE, AS SPECIFIED BY THE CODE, 401.2.1 & 401.2.4, COMPLIANCE IS DEMONSTRATED BY MEETING THE REQUIREMENTS OF SECTIONS 402.1.5 404 & 408.2.2

* THESE PLANS STATE CERTAIN APPLICABLE ASPECTS OF THE ENERGY CODE AND ARE NOT INTENDED TO RESTATE THE ENTIRE CODE OR ACT AS A REPLACEMENT TO THE CODE. ALL CONTRACTORS ARE TO FAMILIARIZE THEMSELVES WITH THE CODE AND FOLLOW THOSE REQUIREMENTS THAT RELATE TO THEIR PARTICULAR TRADE AND ARE RESPONSIBLE FOR SAME. CONTRACTORS SHOULD ALSO VERIFY WHICH EDITION/YEAR ENERGY CODE SHALL BE FOLLOWED BASED ON THE MUNICIPALITY IN WHICH THE PROJECT IS LOCATED IN.

*** IF YOU DON'T READ ANY OTHER NOTES – READ THIS ONE !***

NOTE TO BIDDERS & CONTRACTORS:

THESE PLANS HAVE BEEN PREPARED BASED ON THE DOCUMENTATION OF AVAILABLE CODES AND ORDINANCES WHICH ARE OPEN TO APPROVAL AND INTERPRETATION BY THE GOVERNING BODY AUTHORIZED TO ISSUE A BUILDING PERMIT. THE REQUIREMENTS AND BUILDING SPECIFICATIONS ARE SUBJECT TO CHANGE BASED ON THIS APPROVAL AND MAY AFFECT THE COST OF THE PROJECT OR SUCCESSFUL COMPLETION. BIDDERS ARE RESPONSIBLE FOR NOTIFYING THE OWNER(S) OF FINANCIAL INSTITUTION RESPONSIBLE FOR FUNDING THE PROJECT FOR APPROVAL PRIOR TO BEGINNING WORK.

THIS ARCHITECTURAL DOCUMENTATION IS INTENDED TO GIVE AN OVERALL SCOPE AND DESCRIPTION OF WORK, ALONG WITH GENERAL SPECIFICATIONS FOR CONSTRUCTION, NOT ALL INFORMATION REQUIRED OR PERTINENT TO THE PROJECT IS KNOWN FOR SUCCESSFUL PRICING OR COMPLETION IS INCLUDED. IT IS THE RESPONSIBILITY OF ALL CONTRACTORS TO FAMILIARIZE THEMSELVES WITH ALL CODES PERTAINING TO THEIR DISCIPLINES AND BE RESPONSIBLE FOR THE SUCCESSFUL COMPLETION OF THE PROJECT.

PLAN & ELEVATION SYMBOLS

5 SHELVES; 12W = SHELF & 1 ROD; GAS HOOKUP; WATER HOOKUP; FROST PROOF HOSE BIBB; SHOWER HEAD FAUCET; SHOWER RAIN HEAD; FLOOR DRAIN; PRE-FAB FIREPLACE FLUE; MASONRY FIREPLACE FLUE; REBAR; CEILING DETAIL DIAGRAM; WORK POINT; ROOF PITCH; SECTION / VIEW MARKER; ELEVATION MARKER; REVISION MARKER; V.I.F. VERIFY IN FIELD; V.I.F.O. VERIFY WITH OWNER

FACE BRICK; HORIZONTAL SIDING; BOARD & BATTER SIDING; ASPHALT SHINGLES ROOFING; STONE; SHAKE SHINGLES; CEDAR SHAKE ROOFING; CONCRETE; FIELD STONE; PLYWOOD / EIFS; METAL ROOFING; GRAVEL

ELECTRICAL SYMBOLS:

SINGLE OUTLET (1); SWITCH; TELEVISION JACK; DUPLEX OUTLET (2); DOOR ACTIVATED SWITCH; TELEPHONE JACK; QUAD. OUTLET (4); MOTION ACTIVATED SWITCH; VOICE JACK; SWITCHED DUPLEX OUTLET (2); THERMOSTAT CONTROLS; CEILING MOUNTED LIGHT FIXTURE; EXHAUST FAN, VENTED TO EXTERIOR; TWO SMOKE DETECTOR WIRED IN SERIES W/ BATTERY BACKUP, FAN IN ASSOCIATED CIRCUIT; RECESSED CAN LIGHT; EXHAUST FAN/LIGHT, VENTED TO EXTERIOR; DIRECTIONAL RECESSED CAN LT.; FLOOR LIGHT W/ MOTION DETECTOR; TWO SMOKE & CARBON MONOXIDE DETECTOR COMBO WIRED IN SERIES W/ BATTERY BACKUP, FAN IN ASSOCIATED CIRCUIT; WALL MOUNTED LIGHT FIXTURE; CEILING MOUNTED FLAMELIGHT; RECESSED WATER PROOF LED CAN LIGHT (EXTERIOR); LED LIGHT STRIP; EXTERIOR LAMP W/ POST; P.C. = PHILL CHAIN LIGHT; GFI = GROUND FAULT CIRCUIT INTERRUPTER; FLUORESCENT LIGHT FIXTURE; W.P. = WATER PROOF

WALL TYPES

NEW FRAME WALL; NEW FOUNDATION WALL & FOOTING; DRYWALL, ARCHED OR CASED OPENING; DEPRESSED FOUNDATION WALL; BEARING WALL ABOVE; TR. SILL PLATE @ FOTNL WALL

NOTE TO CONTRACTORS

* ALL CONTRACTORS PRIOR TO CONSTRUCTION ARE TO FAMILIARIZE THEMSELVES WITH THE PLANS AND EXISTING CONDITIONS OF THE PROJECT. ALL CONTRACTORS ARE RESPONSIBLE FOR PERFORMING WITHIN INDUSTRY STANDARDS AND TO COMPLY WITH ALL APPLICABLE CODES. NOTIFY ARCHITECT OF ANY CONDITIONS OR DISCREPANCIES FOUND WHICH MAY INTERFERE WITH SUCCESSFUL COMPLETION OF THE PROJECT, PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR DEMOLITION.
* ALL NOTES SHOWN ARE TYPICAL, AND SOME MAY NOT APPLY TO THE SCOPE OF WORK.

PLUMBING NOTES:

- PROVIDE GAS SHUTOFF VALVES TO ALL GAS APPLIANCES AND FIREPLACES.
- ALL FRAMING DRILLED FOR PLUMBING VENTS OR SIMILAR HOLES TO BE IN A 2 X 6 MIN. STUD WALL.
- ALL WATER LINES TO A SECOND FLOOR TO HAVE 1/2" AIR CHAMBERS.
  ABOVE GROUND WASTE – SCHEDULE 40 PVC, 1120 SERIES
  BELOW GROUND WASTE – SCH 40 PVC OR CAST IRON
  ABOVE GROUND WATER – TYPE L COPPER, NO LEAD SOLDER
  BELOW GROUND WATER – TYPE K COPPER
- COLORED PRIMER AND STACK TEST REQUIRED ON ALL PVC PIPING.
- TUB, AIR OR WATER PRESSURE TEST REQUIRED ON WATER PIPING.
- UNDERGROUND SANITARY SHALL BE 4" MIN.

HVAC NOTES:

- HVAC CONTRACTOR TO VERIFY NEW & EXISTING HVAC SYSTEMS IN FIELD
- HVAC CONTRACTOR TO VERIFY HVAC SYSTEMS ARE CAPABLE OF PROVIDING ADEQUATE AIR FLOW TO NEW ADDITION. UPDATE, REPLACE, ADD TO OR MODIFY AS REQ'D.
- FOR ANY PROPOSED ATTIC FURNACES, PROVIDE A SMOKE/CO DETECTOR, PROVIDE FLOOR DRAIN WITH PAN & AUTO SHUT OFF VALVE (FOR DRAIN BACK UP) ALONG WITH ANY OTHER REQUIREMENTS WHICH MAY BE NEEDED TO SATISFY LOCAL & NATIONAL BUILDING CODES.
- DUCT JOINTS AND SEAMS SHALL BE MADE SUBSTANTIALLY AIR TIGHT.
- DUCTS SHALL BE SUPPORTED AT 10'-0" INTERVALS MIN.
- PROVIDE MIN. 30" DEEP X 30" WIDE X 78" HIGH CLEAR WORK AREA IN FRONT OF FURNACE SERVICE PANEL.

ARCHITECT'S CERTIFICATION

"I have prepared, or caused to be prepared under my direct supervision, the attached plans and specifications and state that, to the best of my knowledge and belief and to the extent of my contractual obligation, they are in compliance with all applicable codes."

SCOTT F. FOLIT 001-018291 — STATE OF ILLINOIS — ALA ARCHITECTS & PLANNERS, INC. — PROFESSIONAL DESIGN FIRM — REGISTERED ARCHITECT

Scott Folit

001-018291 11/30/26 6/19/2025
Cert. No. Exp. Date

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REVISIONS		
1	4-23-25	RFP
2	5-15-25	CITY COMMENTS
3	6-18-25	PRELIMINARY DESIGN REVIEW
4	7-25-25	PRELIMINARY DESIGN REVIEW
5	8-18-25	PRELIMINARY DESIGN REVIEW
6	9-04-25	FINAL REVIEW
7	9-24-25	BUILDING PERMIT
8	2-26-26	BUILDING PERMIT
9	3-19-26	BUILDING PERMIT

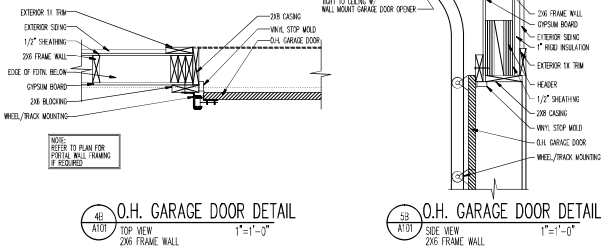
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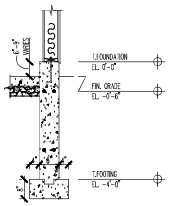
SITE PLAN
DRAWING INDEX
GENERAL NOTES

Job Number: 24090
Sheet Number: A000
File Name: 24090000

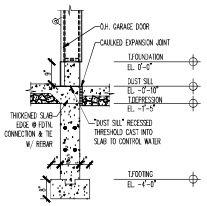


4B/A101 O.H. GARAGE DOOR DETAIL
TOP VIEW
2X6 FRAME WALL
1"=1'-0"

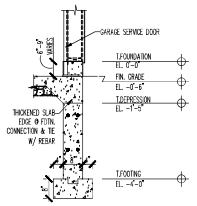
5B/A101 O.H. GARAGE DOOR DETAIL
SIDE VIEW
2X6 FRAME WALL
1"=1'-0"



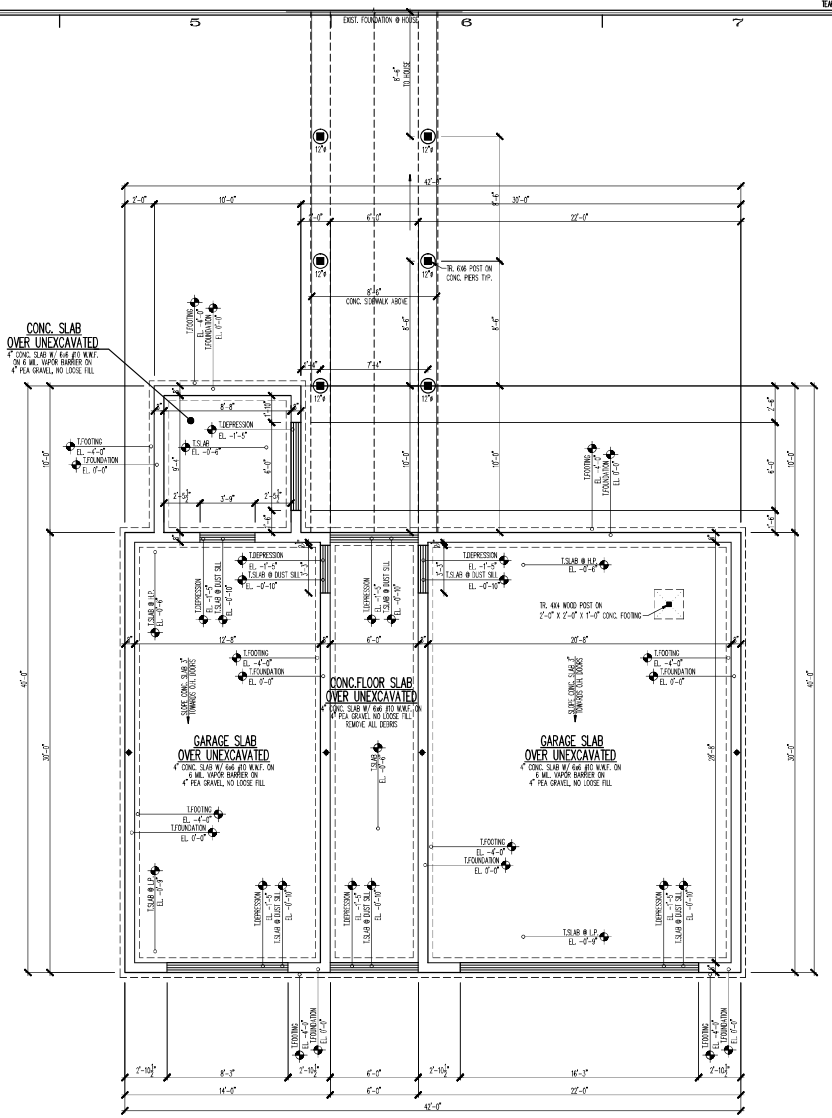
7D/A100 FOUNDATION SECTION
2X6 FRAME WALL ABOVE
1/2"=1'-0"



7D/A100 FOUNDATION SECTION
2X6 FRAME WALL ABOVE
@ GARAGE DOOR
1/2"=1'-0"



7D/A100 FOUNDATION SECTION
2X6 FRAME WALL ABOVE
@ SERVICE DOOR
1/2"=1'-0"



5E/A100 FOUNDATION PLAN
1/4"=1'-0"

NOTE:
VERIFY NEW FOUNDATIONS, FOOTINGS & CONCRETE PIERS SIT ON UNDISTURBED SOIL MIN. 42" BELOW FINISHED GRADE.

REAR-OFF SCALE FOR USE ON DRAWINGS WITH SCALE 1/4"=1'-0"

REVISIONS		
1	4-5-24 BM	
2	5-24-24 BM	
3	6-25-24 JP	7-25-24 BM
4	7-25-24 BM	
5	8-19-24 BM	

DESIGN STAGE	ISSUE DATE
PRELIMINARY DESIGN	4-5-24
PRELIMINARY DESIGN	5-24-24
DESIGN APPROVAL SKETCH	6-14-24
DESIGN DEVELOPMENT	6-25-24
FINAL REVIEW	7-25-24
RELEASE FOR PERMIT	8-19-24

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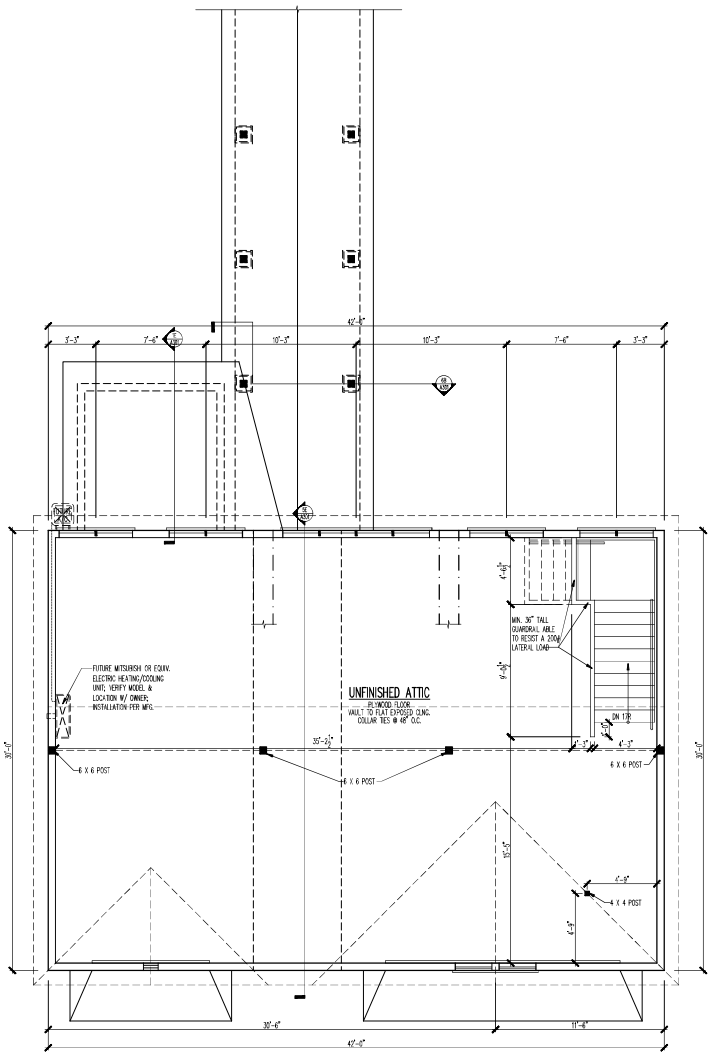
FOUNDATION PLAN

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Job Number: 24090
Sheet Number: A100
File Name: 24090100



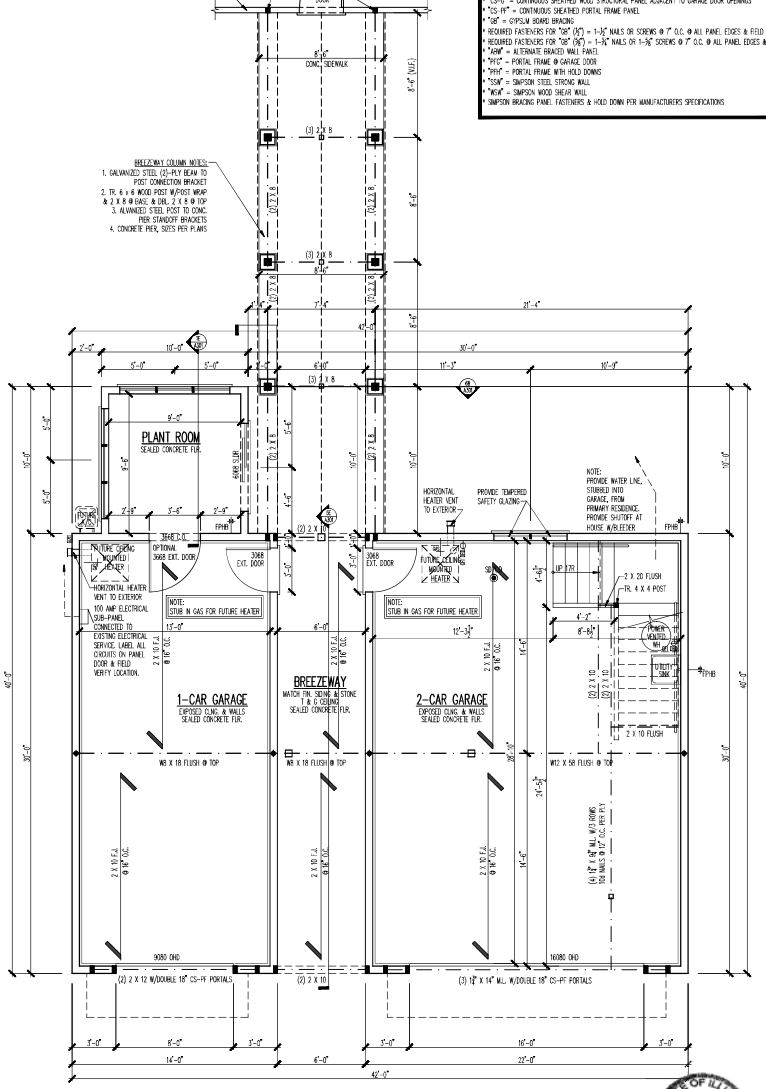
1E A101 SECOND FLOOR PLAN

1/4"=1'-0"

NOTE:
AT LOCATIONS WHERE BREEZEWAY ROOF BEAMS MEET EXIST. RESIDENCE, PROVIDE A (2)2 X 4 AT EACH LOCATION WITHIN THE EXTERIOR WALL FRAMING, BEARING ON EXIST. FOUNDATION. PATCH EXTERIOR WALL SHEATHING, BUILDING WRAP, & SIDING AS REQUIRED

WALL BRACING NOTES:

- ENTIRE STRUCTURE TO BE CONTINUOUSLY SHEATHED WITH ½" PLYWOOD SHEATHING OR OSB (REFER TO CONSTRUCTION SPECIFICATIONS @ SHEET A300 (BRACING METHOD: "CS-WSP").
- "CS-WSP" = CONTINUOUSLY SHEATHED WOOD STRUCTURAL PANEL BRACING
- REQUIRED FASTENERS FOR "CS-WSP" = 8D COMMON NAILS SPACED 6" O.C. @ EDGE & 12" O.C. FIELD
- MINIMUM PANEL WIDTH FOR "CS-WSP" PER ADJACENT OPENING HEIGHT LISTED IN IRC TABLE
- "CS-G" = CONTINUOUS SHEATHED WOOD STRUCTURAL PANEL ADJACENT TO GARAGE DOOR OPENINGS
- "CS-PF" = CONTINUOUS SHEATHED PORTAL FRAME PANEL
- "GB" = GYPSUM BOARD BRACING
- REQUIRED FASTENERS FOR "GB" (½") = 1-½" NAILS OR SCREWS @ 7" O.C. @ ALL PANEL EDGES & FIELD
- REQUIRED FASTENERS FOR "GB" (⅝") = 1-¾" NAILS OR 1-⅝" SCREWS @ 7" O.C. @ ALL PANEL EDGES & FIELD
- "ABW" = ALTERNATE BRACED WALL PANEL
- "PFG" = PORTAL FRAME @ GARAGE DOOR
- "PFH" = PORTAL FRAME WITH HOLD DOWNS
- "SSW" = SIMPSON STEEL STRONG WALL
- "WSW" = SIMPSON WOOD SHEAR WALL
- SIMPSON BRACING PANEL FASTENERS & HOLD DOWN PER MANUFACTURERS SPECIFICATIONS



5E A101 FIRST FLOOR PLAN

1/4"=1'-0"

DESIGN STAGE	DATE	BY	REVISIONS
PRELIMINARY DESIGN	4-5-24	EM	
PRELIMINARY DESIGN	5-15-24	EM	1
DESIGN DEVELOPMENT	6-14-24	EM	2
DESIGN DEVELOPMENT	6-25-24	EM	3
FINAL REVIEW	7-24-24	EM	4
RELEASE FOR PERMIT	9-19-24	EM	5
	2-26-25	EM	

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FLOOR PLANS

Job Number: 24090

Sheet Number: A101

File Name: 24090101

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REAR-OFF SCALE FOR USE ON DRAWINGS WITH SCALE 1/4"=1'-0"

ELEVATION NOTES

* DO NOT SCALE ELEVATIONS, VERIFY WALL HEIGHTS WITH PLANS, CONTACT ARCHITECT WITH ANY DISCREPANCIES
* WHEN INTERSECTING TWO ROOF PLANES WITH DIFFERENT ROOF PITCHES, BLOCK TOP OF STUD WALL OR BEAM AS REQUIRED TO ALLOW FASCIAS TO LINE UP RETAINING A COMMON EAVE DISTANCE.
* SEE ROOF PLAN FOR TYPICAL EAVE AND RAKE DISTANCES UNLESS OTHERWISE NOTED ON ELEVATIONS
* IF RIDGE AND SOFFIT VENTS PROVIDE LESS THAN THE CODE MINIMUM, ADD GABLE VENTS AS NEEDED TO THE REAR AND SIDE ELEVATIONS

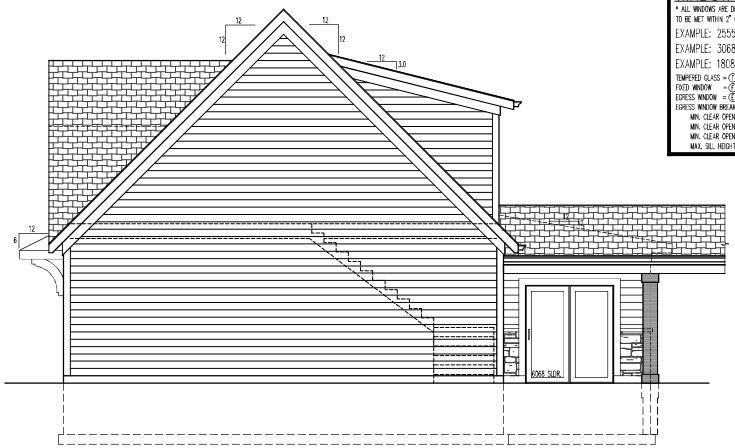
WINDOW NOTES

* ALL WINDOWS ARE DESIGNATED IN ROUGH OPENING, SHOWN IN FEET & INCHES TO BE MET WITHIN 2" OR EXCEEDED, DEPENDING ON MFG.

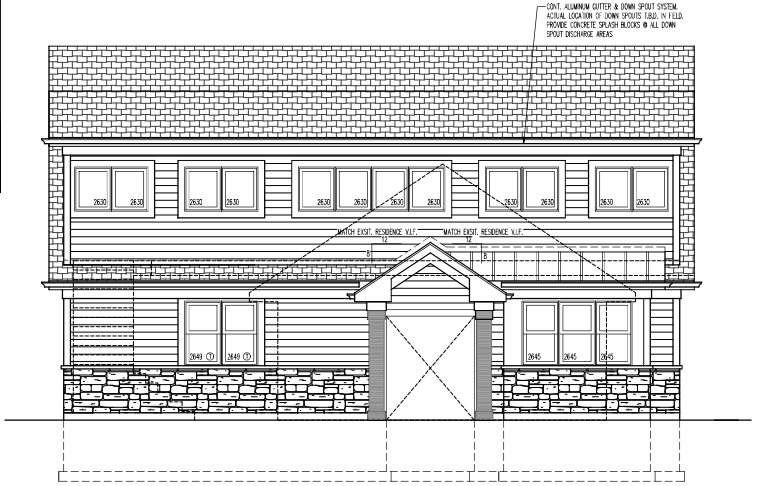
EXAMPLE: 2555 = 2'-5" X 5'-5"
EXAMPLE: 3068 = 3'-0" X 6'-8"
EXAMPLE: 18080 = 18'-0" X 8'-0"

TEMPERED GLASS = (T)
FIXED WINDOW = (F)
EGRESS WINDOW = (E)
DOOR OR WINDOW PANE SLIDES RIGHT = (SR)
DOOR OR WINDOW PANE SLIDES LEFT = (SL)

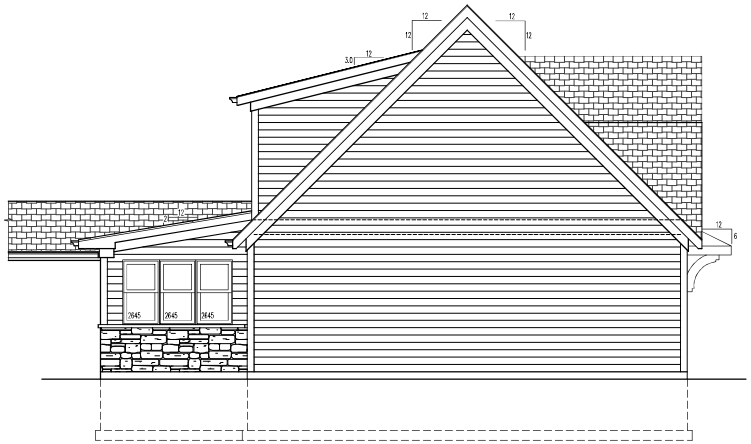
EGRESS WINDOW BREAKDOWN =
MIN. CLEAR OPEN AREA OF 5.7 S.F.
MIN. CLEAR OPEN WIDTH OF 20"
MIN. CLEAR OPEN HEIGHT OF 24"
MAX. SILL HEIGHT OF 44"



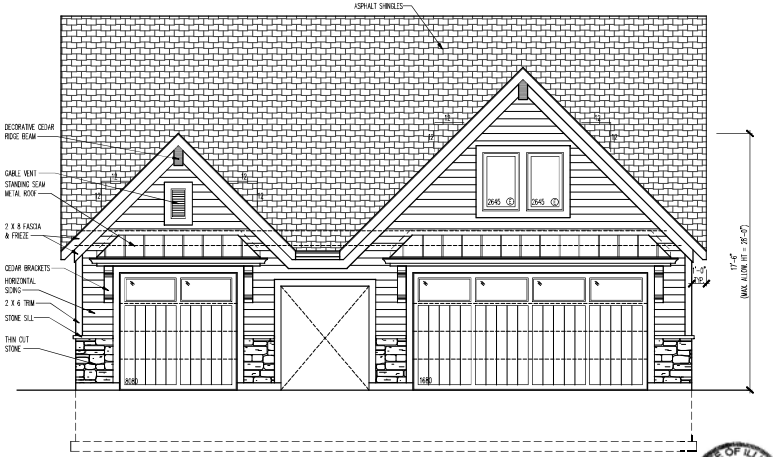
1C / A200 RIGHT ELEVATION
1/4"=1'-0"



5C / A200 REAR ELEVATION
1/4"=1'-0"



1E / A200 LEFT ELEVATION
1/4"=1'-0"



5E / A200 FRONT ELEVATION
1/4"=1'-0"

REVISIONS		
1	4-5-24 BM	PRELIMINARY DESIGN
2	5-15-24 BM	PRELIMINARY DESIGN
3	6-18-24 BM	DESIGN DEVELOPMENT
4	7-25-24 BM	DESIGN REVISIONS
5	8-29-24 BM	FINAL REVIEW
6	10-7-24 BM	REVISIONS PER PERMIT
7	10-9-24 BM	REVISIONS PER PERMIT
8	10-29-24 BM	REVISIONS PER PERMIT

DESIGN STAGE

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CRYSTAL LAKE, ILLINOIS 60014

ELEVATIONS

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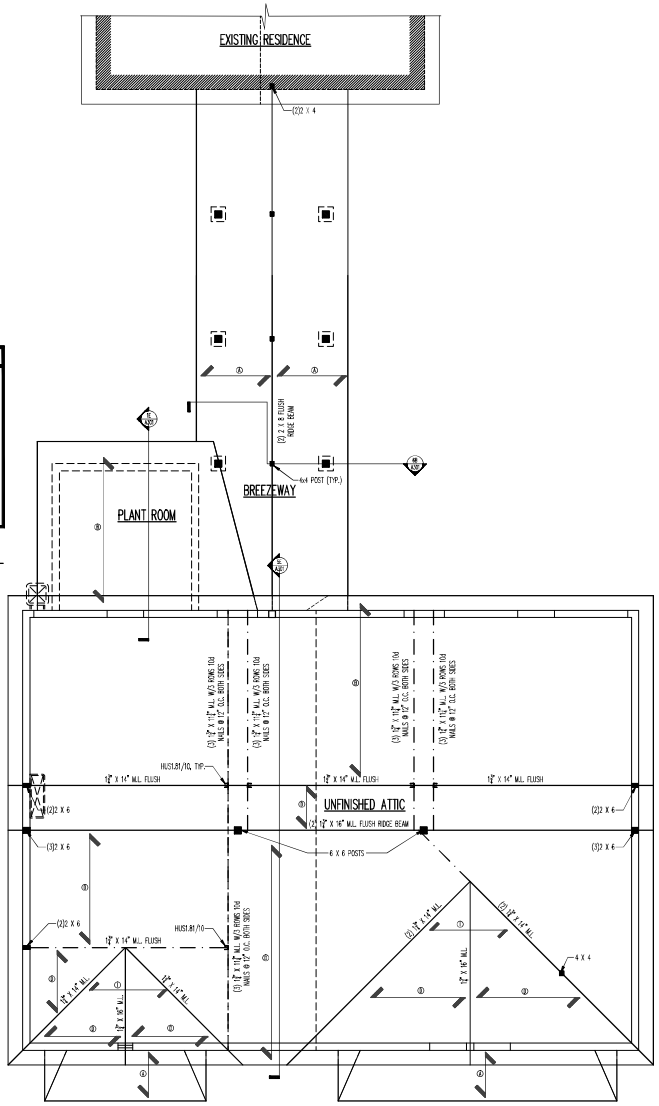
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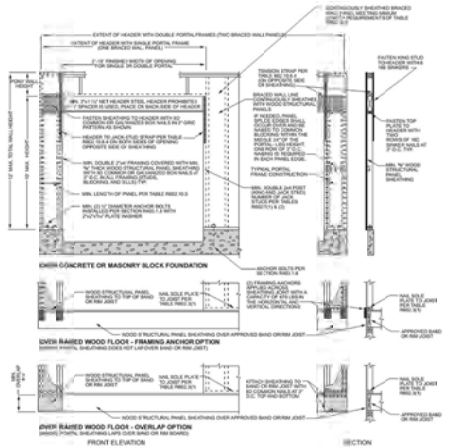
Job Number: 24090
Sheet Number: A200
File Name: 24090000

ROOF STRUCTURAL SPECIFICATIONS		NOTES
(A) = 2 X 6 RAFTERS @16" O.C.	(I) = 2 X 4 COLLAR TIES @48" O.C.	ALL EAVES AND RAKES 1'-0" UNLESS OTHERWISE NOTED
(B) = 2 X 8 RAFTERS @16" O.C.	(J) = 2 X 6 COLLAR TIES @48" O.C.	ALL RIDGE, HIP AND VALLEY BDS. TO BE THE FULL DEPTH OF THE CUT END OF THE RAFTER UNLESS OTHERWISE NOTED
(C) = 2 X 10 RAFTERS @16" O.C.	(K) = 2 X 8 COLLAR TIES @48" O.C.	FURR DOWN RAFTERS AS REQD IN VAULTED CEILING AREAS TO ALLOW FOR INSULATION AS SPECIFIED IN THE BUILDING SECTION SPECS., PAGE A300.
(D) = 2 X 12 RAFTERS @16" O.C.	(L) = CEILING JOISTS PER FLOOR PLANS	ADD BLOCKING @ RAFTER BEARING TO MAINTAIN OVERHANG PROFILE THROUGHOUT UNLESS OTHERWISE NOTED
(E) = 2 X 6 CEILING JOISTS @16" O.C.	(M) = PRE-ENGINEERED ROOF TRUSSES @24" O.C.	PROVIDE ARCHITECT WITH INDIVIDUAL ROOF TRUSS TRAWINGS AND A ROOF TRUSS LAYOUT PLAN SHOWING ANY INTERIOR POINT LOADS INFORMATION CAUSED BY TRUSSES WHICH ARE STAMPED AND SIGNED BY A LICENSED ENGINEER FOR ALL PRE-ENGINEERED TRUSSES FOR APPROVAL PRIOR TO FABRICATION.
(F) = 2 X 8 CEILING JOISTS @16" O.C.	(N) = PRE-ENGINEERED SCISSOR TRUSSES OR MODIFIED	
(G) = 2 X 10 CEILING JOISTS @16" O.C.	CEILING TRUSSES @24" O.C. (SEE PLANS FOR CEILINGS)	
(H) = 2 X 12 CEILING JOISTS @16" O.C.	(O) = PRE-ENGINEERED ATTIC TRUSSES @24" O.C.	
M.L. = 1 3/4" LVE MICROLAM LVL T.S. = 1 3/4" LSSE TIMBERSTRAND LSL ■ = (S)DAB BUILT UP POST - BRACE EACH DIRECTION FOR MAXIMUM ON BRACED HEIGHT OF 10'-0"	O.B. = OVER BUILD D.R. = DOUBLE RAFTER E.R. = EXTENDED RIDGE E.V. = EXTENDED VALLEY U.B. = UNDER BUILD E.H. = EXTENDED HIP G.T. = GIRDER TRUSS	PROVIDE SIMPSON "H10A" HURRICANE CLIPS @ EACH RAFTER

3E / A300 ROOF PLAN & STRUCTURAL NOTES

1/4"=1'-0"





For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

FIGURE R602.10.6.4

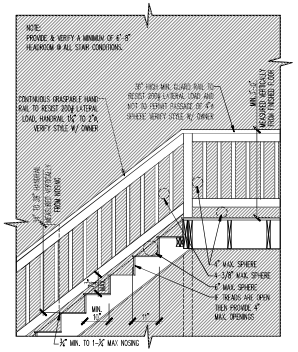
METHOD CS-PF—CONTINUOUSLY SHEATHED PORTAL FRAME PANEL CONSTRUCTION

6C / A301 IRC PORTAL DETAIL

CS-PF [CONTINUOUSLY SHEATHED PORTAL FRAME PANEL CONSTRUCTION] NO SCALE

NOTE:
THE DETAILS AND SECTIONS SHOWN ARE FOR REFERENCE ONLY. PROVIDED TO AID IN THE CONSTRUCTION IN STANDARD AND OPTIONAL CONDITIONS. SEE PLANS FOR SPECIFICS AND ACTUAL CONSTRUCTION DETAILS.

NOTE:
ACTUAL STAIR LAYOUT PER PLANS. DIAGRAM SHOWS GUARDRAIL, HANDRAIL, HEADROOM, ETC. SPECIFICATIONS NOT FOR STAIR RUN CONSTRUCTION. INSTALL THIRD STRINGER IF TREADS ARE MORE THAN 3'-0" WIDE. PROVIDE HANDRAIL WITH STAIR RUNS WITH 4 RISERS OR MORE.



6E / A300 TYPICAL STAIR & RAIL DETAIL

1/2"=1'-0"

STATE OF ILLINOIS SCOTT F POLIT 001-018291 LICENSED ARCHITECT
STATE OF ILLINOIS ALA ARCHITECTS & PLANNERS, INC. 184.002570 ARCHITECT CORP. PROFESSIONAL DESIGN FIRM

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40 Crystal St. Cary, IL 60013
99 W. Main St. Lake Geneva, WI 53147
1700 E. Racine Ave. Waukesha, WI 53186

REVISIONS			
1	PRELIMINARY DESIGN	4-5-24	BRM
2	PRELIMINARY DESIGN	5-15-24	BRM
3	DESIGN APPROVAL MEET	6-25-24	BRM
4	DESIGN APPROVAL	7-25-24	BRM
5	FINAL REVIEW	8-19-24	BRM
6	REVISIONS FOR PERMIT	9-23-24	BRM

DESIGN STAGE

MCINTYRE RESIDENCE
751 OAK COURT
CRYSTAL LAKE, ILLINOIS 60014

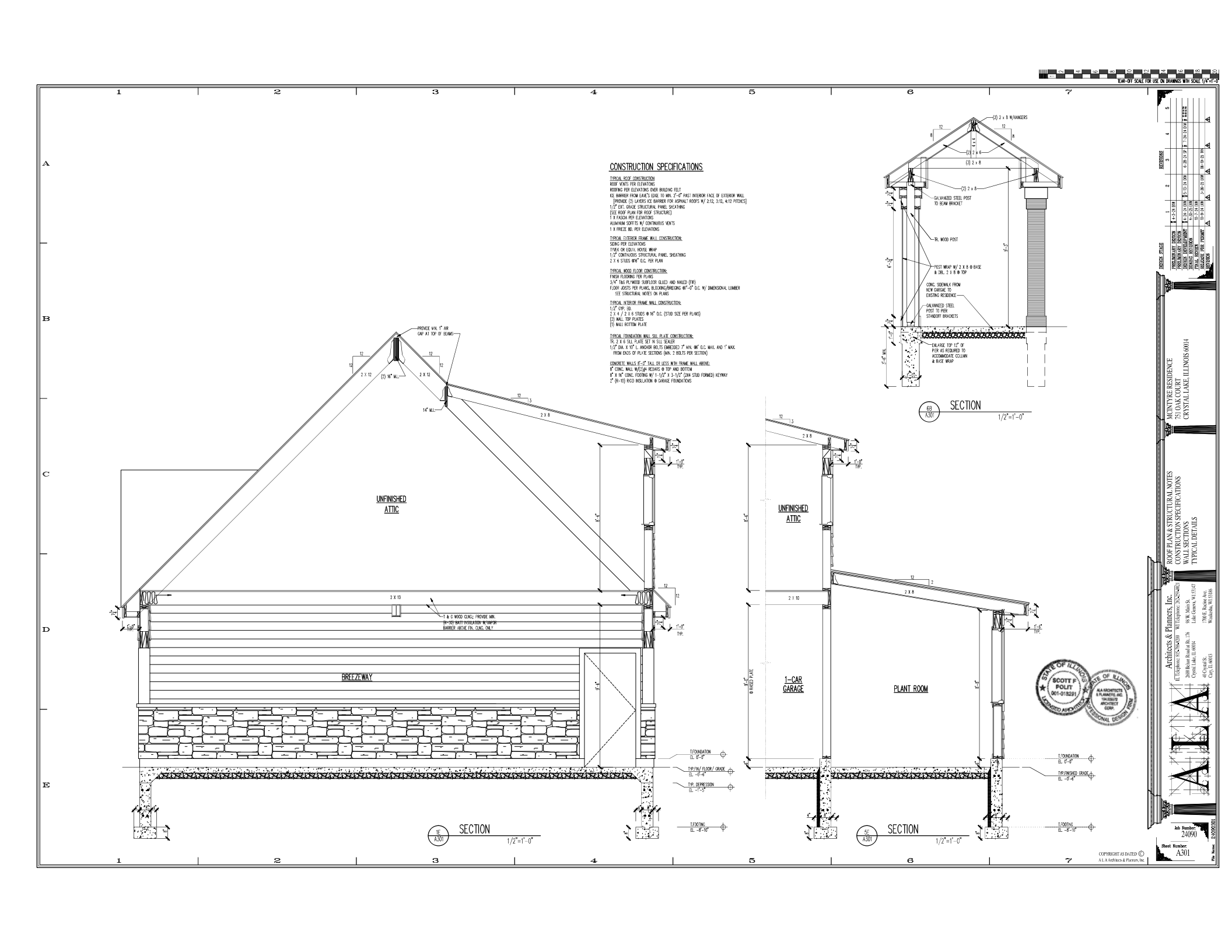
TYPICAL STAIR & RAIL DETAILS.
ROOF VENT SCHEDULE.
PORTAL FRAME DETAIL

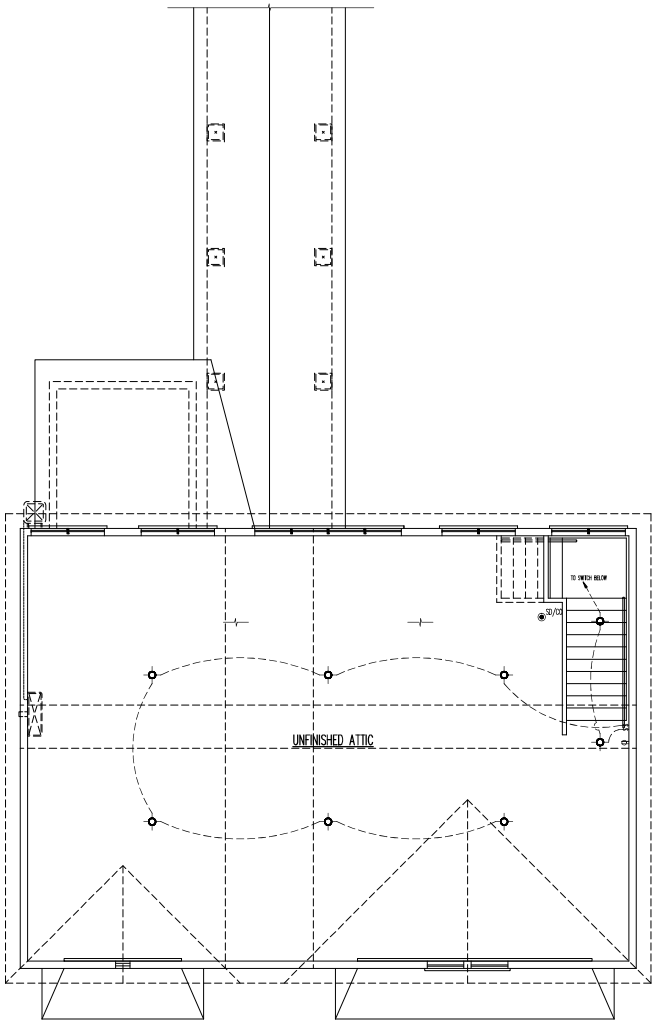
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Sheet Number: A300

File Name: 24090D00

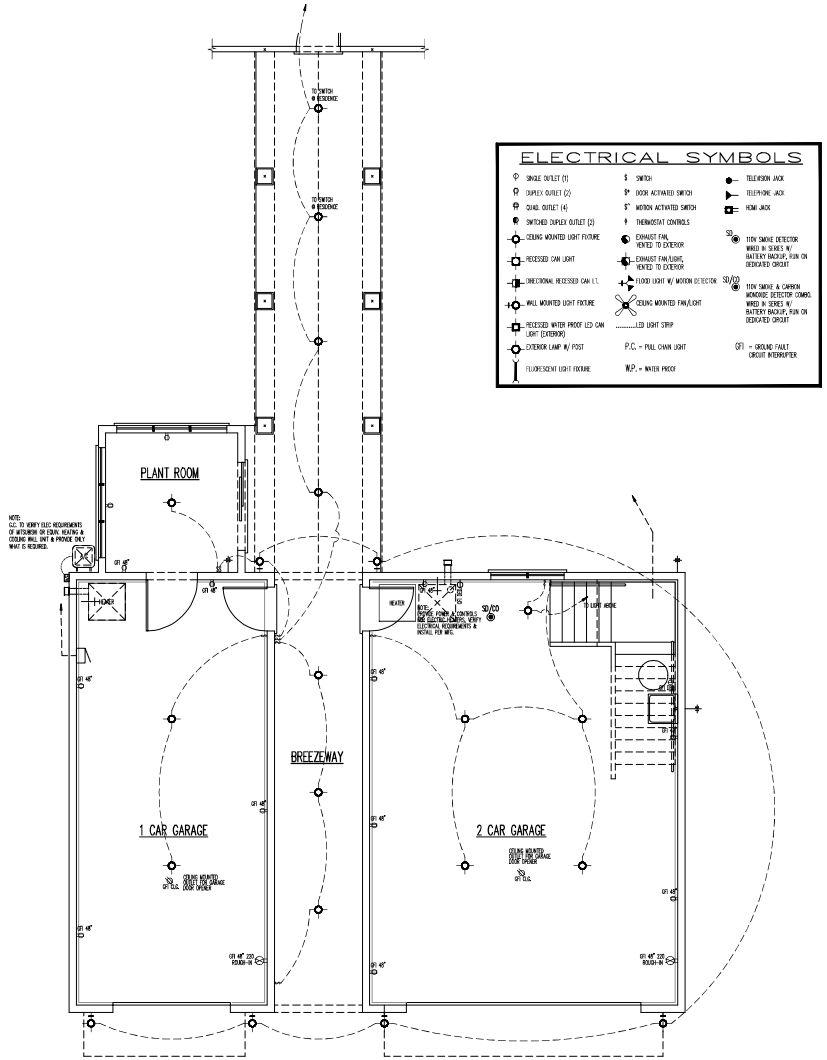
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TEAR-OFF SCALE FOR USE ON DRAWINGS WITH SCALE 1/4"=1'-0"
CONSTRUCTION SPECIFICATIONS
TYPICAL ROOF CONSTRUCTION
ROOF VENTS PER ELEVATIONS
ROOFING PER ELEVATIONS OVER BUILDING FELT
ICE BARRIER FROM EAVE'S EDGE TO MIN. 2'-0" PAST INTERIOR FACE OF EXTERIOR WALL
(PROVIDE (2) LAYERS ICE BARRIER FOR ASPHALT ROOFS W/ 2:12, 3:12, 4:12 PITCHES)
1/2" EXT. GRADE STRUCTURAL PANEL SHEATHING
(SEE ROOF PLAN FOR ROOF STRUCTURE)
1 X FASCIA PER ELEVATIONS
ALUMINUM SOFFITS W/ CONTINUOUS VENTS
1 X FRIEZE BD. PER ELEVATIONS
TYPICAL EXTERIOR FRAME WALL CONSTRUCTION:
SIDING PER ELEVATIONS
TYVEK OR EQUIV. HOUSE WRAP
1/2" CONTINUOUS STRUCTURAL PANEL SHEATHING
2 X 6 STUDS @16" O.C. PER PLAN
TYPICAL WOOD FLOOR CONSTRUCTION:
FINISH FLOORING PER PLANS
3/4" T&G PLYWOOD SUBFLOOR GLUED AND NAILED (TYP.)
FLOOR JOISTS PER PLANS, BLOCKING/BRIDGING @8'-0" O.C. W/ DIMENSIONAL LUMBER
SEE STRUCTURAL NOTES ON PLANS
TYPICAL INTERIOR FRAME WALL CONSTRUCTION:
1/2" GYP. BD.
2 X 4 / 2 X 6 STUDS @ 16" O.C. (STUD SIZE PER PLANS)
(2) WALL TOP PLATES
(1) WALL BOTTOM PLATE
TYPICAL FOUNDATION WALL SILL PLATE CONSTRUCTION:
TR. 2 X 6 SILL PLATE SET IN SILL SEALER
1/2" DIA. X 10" L. ANCHOR BOLTS EMBEDDED 7" MIN. @6' O.C. MAX. AND 1" MAX. FROM ENDS OF PLATE SECTIONS (MIN. 2 BOLTS PER SECTION)
CONCRETE WALLS 8'-0" TALL OR LESS WITH FRAME WALL ABOVE:
8" CONC. WALL W/(2)#4 REBARS @ TOP AND BOTTOM
8" X 16" CONC. FOOTING W/ 1-1/2" X 3-1/2" (DRY STUD FORMED) KEYWAY
2" (R-10) RIGID INSULATION @ GARAGE FOUNDATIONS
(2) 2 x 8 W/HANGERS
(2) 2 x 6
(3) 2 x 8
(2) 2 x 8
GALVANIZED STEEL POST TO BEAM BRACKET
TR. WOOD POST
POST WRAP W/ 2 X 8 @ BASE & DBL. 2 X 8 @ TOP
CONC. SIDEWALK FROM NEW GARAGE TO EXISTING RESIDENCE
GALVANIZED STEEL POST TO PIER STANDOFF BRACKETS
ENLARGE TOP 12" OF PIER AS REQUIRED TO ACCOMMODATE COLUMN & BASE WRAP
6'-0" MIN.
6B A301 SECTION 1/2"=1'-0"
PROVIDE MIN. 1" AIR GAP AT TOP OF BEAMS
(2) 16" M.I.
2 X 12
14" M.I.
2 X 8
UNFINISHED ATTIC
2 X 10
T & G WOOD CLNG.; PROVIDE MIN. (R-30) BATT INSULATION W/VAPOR BARRIER ABOVE FIN. CLNG. ONLY
BREEZEWAY
T.FOUNDATION EL. 0'-0"
TYP.FIN.FLOOR/ GRADE EL. -0"-0"
TYP. DEPRESSION EL. -1'-5"
T.FOOTING EL. -8'-10"
1E A301 SECTION 1/2"=1'-0"
UNFINISHED ATTIC
1-CAR GARAGE
PLANT ROOM
6" RAISED FLARE
T.FOUNDATION EL. 0'-0"
TYP.FINISHED GRADE EL. -0"-6"
T.FOOTING EL. -8'-10"
4C A301 SECTION 1/2"=1'-0"
SCOTT F. POLIT 001-018291 LICENSED ARCHITECT
STATE OF ILLINOIS
ALA ARCHITECTS & PLANNERS, INC. 184.000570 ARCHITECT CORP.
PROFESSIONAL DESIGN FIRM
DESIGN STAGE
PRELIMINARY DESIGN 4-25-24 BW
PRELIMINARY DESIGN 5-14-24 BW
DESIGN DEVELOPMENT 5-15-24 BW
DESIGN DEVELOPMENT 6-25-24 BW
FINAL REVIEW 7-25-24 BW
FINAL REVIEW 10-7-24 BW
REVISIONS
1 PRELIMINARY DESIGN 4-25-24 BW
2 PRELIMINARY DESIGN 5-14-24 BW
3 DESIGN DEVELOPMENT 5-15-24 BW
4 DESIGN DEVELOPMENT 6-25-24 BW
5 FINAL REVIEW 7-25-24 BW
6 FINAL REVIEW 10-7-24 BW
7 REVISIONS FOR PERMIT 11-20-25 DRT
8 REVISIONS PER PERMIT 12-19-25 BW
MCINTYRE RESIDENCE
751 OAK COURT
CRYSTAL LAKE, ILLINOIS 60014
ROOF PLAN & STRUCTURAL NOTES
CONSTRUCTION SPECIFICATIONS
WALL SECTIONS
TYPICAL DETAILS
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Job Number: 24090
Sheet Number: A301
File Name: 24090301
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1E E101 SECOND FLOOR ELECTRICAL PLAN

1/4"=1'-0"



5E E101 FIRST FLOOR ELECTRICAL PLAN

1/4"=1'-0"

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STATE OF ILLINOIS A.L.A. ARCHITECTS & PLANNERS, INC. 184.005078 ARCHITECTURE CORP

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REVISIONS		
1	4-23-24	BW
2	5-24-24	BW
3	6-25-24	BW
4	7-25-24	BW
5	8-19-24	BW
6	9-23-24	BW
7	10-25-24	BW

DESIGN STAGE

PRELIMINARY DESIGN 4-23-24 BW
PRELIMINARY DESIGN 5-24-24 BW
DESIGN DEVELOPMENT 6-25-24 BW
DESIGN DEVELOPMENT 7-25-24 BW
FINAL REVIEW 8-19-24 BW
RELEASE FOR PERMIT 9-23-24 BW
RELEASED 10-25-24 BW

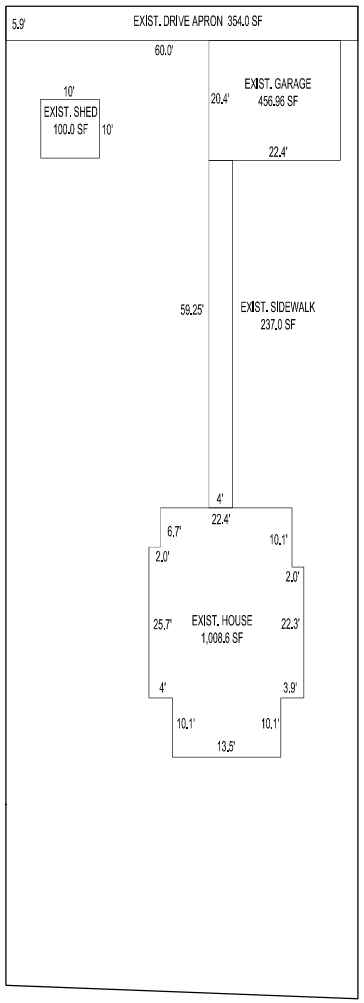
MCINTYRE RESIDENCE
751 OAK COURT
CRYSTAL LAKE, ILLINOIS 60014

ELECTRICAL PLANS

Job Number: 24090

Sheet Number: E101

File Name: 24090E101



2E A001 EXISTING IMPERVIOUS PLAN

1"=10'-0"

IMPERVIOUS AREA CALCULATIONS

LOT AREA: 10,085.3 SF

MAX. ALLOWABLE IMPERVIOUS AREA: 5,042.65 SF (50%)

EXISTING IMPERVIOUS AREA:

EXISTING HOUSE	(SEE PLAN) =	1,008.6 SF
EXISTING SIDEWALK	4' X 59.25' =	237.0 SF
EXISTING GARAGE	20.4 X 22.4 =	456.96 SF
EXISTING SHED	10' X 10' =	100.0 SF
EXIST. DRIVEWAY APRON	60' X 5.9' =	354.0 SF
	TOTAL =	2,156.6 SF (21.38%)

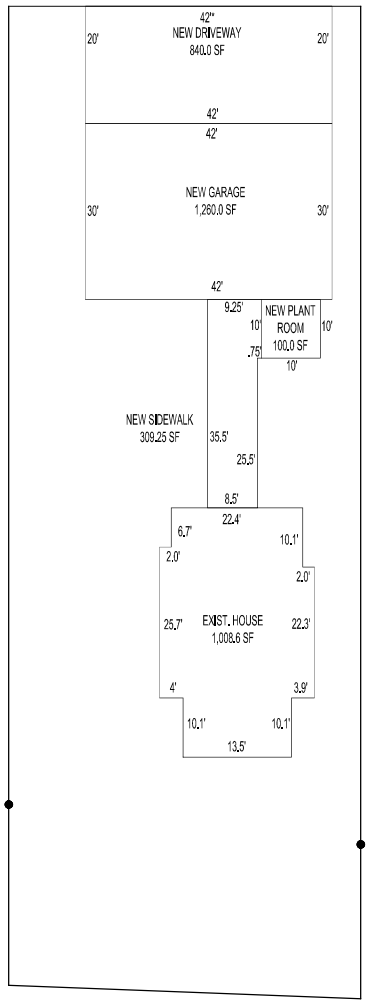
PROPOSED IMPERVIOUS AREA:

EXISTING HOUSE	(SEE PLAN) =	1,008.6 SF
NEW SIDEWALK	(SEE PLAN) =	309.25 SF
NEW GARAGE	42' X 30' =	1,260.0 SF
NEW PLANT ROOM	10' X 10' =	100.0 SF
NEW DRIVEWAY	42' X 20' =	840.0 SF
	TOTAL =	3,517.85 SF (34.8%)

IMPERVIOUS AREA INCREASE = 16.82%

LENGTH OF INFILTRATION TRENCH DETERMINED BY CIVIL ENGINEER

*CITY ENGINEER CONFIRMED WITH HOMEOWNER THAT DRIVEWAY DOES NOT HAVE TO BE REDUCED TO 20' AT THE PROPERTY LINE



2E A001 PROPOSED IMPERVIOUS PLAN

1"=10'-0"

REVISIONS

1	PRELIMINARY DESIGN	4-23-24 SW
2	PRELIMINARY DESIGN	5-23-24 SW
3	DESIGN REVISIONS	6-25-24 SW
4	DESIGN REVISIONS	7-26-24 SW
5	FINAL REVIEW	8-19-24
6	RELEASE FOR PERMIT	9-9-24

DESIGN SERVICE

IMPERVIOUS AREA CALCULATIONS

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1700 E. Racine Ave., Waukesha, WI 53186

Job Number: 24090

Sheet Number: A001

File Name: 24090001

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Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: July 15, 2025

Item: REPORT OF THE HISTORIC PRESERVATION COMMISSION

Historic Landmark Designation for the Crystal Lake Academy Building and iron fence at 210 McHenry Avenue

Diana Kenney and James Heisler, applicants

HPC Recommendation: Motion to approve the Historic Preservation Commission (HPC) recommendation and adopt an Ordinance authorizing Historic Landmark designation for the Crystal Lake Academy Building and iron fence at 210 McHenry Avenue.

City Council Discretion:

1. To approve the Historic Preservation Commission (HPC) recommendation and adopt an Ordinance granting the Landmark status to the Crystal Lake Academy Building and iron fence at 210 McHenry Avenue.

OR

2. To deny the HPC recommendation and not approve the Landmark status at 210 McHenry Avenue.

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

Request:

Under Chapter 295 of the City Code, the City Council has the authority to make the final decision on landmark recommendations. The Historic Preservation Commission (HPC) recommended approval of a landmark application for the Crystal Lake Academy Building (Tarpley House, Gates House) and iron fence at 210 McHenry Avenue. The application was **not** filed by the owner of the property, St. Mary's Church.

A structure's landmark potential is established based on the criteria in Chapter 295. The HPC first reviews and makes a recommendation on the proposed landmark. The recommendation and criteria move forward to the City Council for the final vote.

The City Council vote is based on the HPC recommendation and the Landmark criteria.

Background:

- The builder, Andrew Jackson Simons, brought his knowledge of cobblestone construction from New York State to Crystal Lake and built a unique cobblestone foundation on this building. The building is one of the few surviving buildings with the cobblestone elements.
- The building is over 170 years old, one of the oldest in Crystal Lake.
- Originally constructed as a school, it educated many early settlers that are now known as prominent families in Crystal Lake's history.
- The structure and grounds were purchased by Simon S. Gates, who raised his family in the home.
- The full historical summary is in the Application Packet.
- The owner of the property (St. Mary's) had filed a demolition permit for the building in order to make use of the land on which it sits. St. Mary's opposes the designation because of its desire to devote resources to other priorities than the repair and maintenance of the building.

- In light of this, and in order to look at all options, staff was asked to work with the applicants to look at moving the structure. The following activities have taken place over the past eight months to explore this situation:

    - Landmarks Illinois was contacted to do an architectural analysis on the structure. The analysis reported that the structure is in sound structural condition and not in danger of harming anyone due to a structural failure.
    - Landmarks Illinois was contacted a second time to further enhance the structural analysis. An engineering firm was contacted to specifically analyze the ability to move the building. This analysis found the foundation in sound condition and the structure can be rehabilitated in a prioritized phased approach.
    - Three moving companies were contact, two provided a quote and one came out for a site inspection. Wolfe House Movers of Indiana visited the site and a proposed route and location for relocation. The building is structurally sound enough to be moved, moving is estimated at $200,000.

- <u>Timeline</u>:
    - Demolition Permit for building submitted: August 12, 2024
    - Application for Landmark status submitted: September 15, 2024
    - HPC review and recommendation: November 7, 2024
    - Continuation to explore preservation options: December 3, 2024 to April 1, 2025
    - Continuation to explore preservation and fundraising options for moving the structure: April 1, 2025 to May 6, 2025 to June 3, 2025 to July 15, 2025

What does Landmarking do?:

- Highlights the City and the structures that are a prominent piece of its identity as Art and Architecture. Protects the structure and history for future generations. Encouraging tourism.

- Protects the exterior façade of the building and does not limit interior renovations, modifications, or reuse of the inside of the space. Protects the iron fence.
- Can remove the burden of building costs and maintenance from the property owner and allow the community to help with repairs, maintenance, and restoration for reuse. Can apply for grants and other funding sources to help with preservation costs.

Historic Preservation Commission Analysis:

The HPC reviewed the request against the list of criteria established to evaluate a landmark. **They found it met 18 of the 20 standards and the two were deemed not applicable**. It is required to meet their first two and then one additional standard from the three categories. The full analysis is included in the staff report.

Once a property is historically landmarked, any significant changes to the exterior of the structure must be reviewed and approved by the HPC through a Certificate of Appropriateness. The HPC determines if the proposed improvement is historically appropriate. In addition, landmarked buildings are eligible for a $500 grant every other year provided by the HPC that assists the property owner in their exterior upgrades. The HPC generates this grant funding through the proceeds of their Annual Heritage Trolley Tour. This building has been featured on almost half of the 24 tours.

The Crystal Lake Academy Buildings represents a significant landmark of Crystal Lake's local history and its architectural design. The structure is worthy of recognition and preservation because of its history in the early days of Crystal Lake settlement, the builder and his unique architecture and its association with prominent people from the City's past.

The Historic Preservation Commission recommended **approval (8-0 vote)** of the request.

1. It is located within the corporate boundaries of the City of Crystal Lake; and
   ☒ *Meets* ☐ *Does not meet*

2. It is over 50 years old, in whole or in part; and
   ☒ *Meets* ☐ *Does not meet*

3. One or more of the following conditions exist:
   A. General consideration.
      1. It has significant character, interest, or value as part of the historic, cultural, aesthetic, or architectural characteristics of the City, the State of Illinois, or the United States;
         ☒ *Meets* ☐ *Does not meet* ☐ *N/A*

2. It is closely identified with a person or persons who significantly contributed to the culture or development of the City, the State of Illinois, or the United States;
☒ *Meets* ☐ *Does not meet* ☐ *N/A*

3. It involves the notable efforts of or is the only example of work by a master builder, designer, architect, architectural firm, or artist whose individual accomplishment has influenced the development of the City, the State of Illinois, or the United States;
☒ *Meets* ☐ *Does not meet* ☐ *N/A*

4. It has a unique location or single physical characteristic(s) that make it an established or familiar visual feature;
☒ *Meets* ☐ *Does not meet* ☐ *N/A*

5. Activities associated with it make it a current or former focal point of reference in the City;
☒ *Meets* ☐ *Does not meet* ☐ *N/A*

6. It is of a type associated with a use once common but now rare, or is a particularly fine or unique example of a utilitarian structure and possesses a high level of integrity or architectural significance;
☒ *Meets* ☐ *Does not meet* ☐ *N/A*

7. It is an area that has yielded or is likely to yield historically significant information or even prehistoric data;
☐ *Meets* ☐ *Does not meet* ☒ *N/A*

B. Architectural Significance.
1. It represents certain distinguishing characteristics of architecture inherently valuable for the study of a time period, type of property, method of construction, or use of indigenous materials;
☒ *Meets* ☐ *Does not meet* ☐ *N/A*

2. It embodies elements of design, detail, material, or craftsmanship of exceptional quality;
☒ *Meets* ☐ *Does not meet* ☐ *N/A*

3. It exemplifies a particular architectural style in terms of detail, material, and workmanship, and has undergone little or no alteration since its original construction or has been properly restored;
☒ *Meets* ☐ *Does not meet* ☐ *N/A*

4. It is one of the few remaining examples of a particular architectural style and has undergone little or no alterations since its original construction or has been properly restored;
☒ *Meets* ☐ *Does not meet* ☐ *N/A*

5. It is or is part of a contiguous grouping that has a sense of cohesiveness expressed through a similarity of style, characteristics, time period, type of property, method of construction or use of indigenous materials and accents the architectural significance of an area;
☒ *Meets* ☐ *Does not meet* ☐ *N/A*

6. The detail, material and workmanship of the structure, building, object, or site can be valued in and of themselves as reflective of or similar to those of the majority of the visual elements in the area;
☒ *Meets* ☐ *Does not meet* ☐ *N/A*

C. Historical Significance.

1. It is an exceptional example of an historic or vernacular style or is one of the few such remaining properties of its kind in the City;
☒ *Meets* ☐ *Does not meet* ☐ *N/A*

2. It is associated with an organization or group, whether formal or informal, from which persons have significantly contributed to or participated in the historic or cultural events of the City of Crystal Lake, State of Illinois, or the United States;
☒ *Meets* ☐ *Does not meet* ☐ *N/A*

3. It is associated with a notable historic event;
☒ *Meets* ☐ *Does not meet* ☐ *N/A*

4. It is associated with an antiquated use due to technological or social advances;
☒ *Meets* ☐ *Does not meet* ☐ *N/A*

5. It is a monument to or a cemetery of an historic person or persons.
☐ *Meets* ☐ *Does not meet* ☒ *N/A*

Attachments:

A. Application
B. Landmarks Illinois Architect Letter
C. Landmarks Illinois Structural Engineering Report
D. Letters of Support
E. St. Mary's Resolution
F. September 5, 2024 HPC Minutes – Demolition Discussion
G. St. Mary's Analysis and Exhibits

Votes Required to Pass: A simple majority vote.

PIQ Map
210 McHenry Avenue
Landmark



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING HISTORIC LANDMARK DESIGNATION TO CRYSTAL LAKE ACADEMY BUILDING AND IRON FENCE AT 210 McHENRY AVENUE

WHEREAS, the Mayor and City Council of the City of Crystal Lake have by ordinance established an Historic Preservation Commission; and

WHEREAS, pursuant to the terms of a Petition (File #PLN-2024-17) before the Crystal Lake Historic Preservation Commission, the Petitioners have requested a Historic Landmark Designation for the Crystal Lake Academy Building (Tarpley House) and iron fence along the east property side at 210 McHenry Avenue (St. Mary's Episcopal Church property); and

WHEREAS, the Historic Preservation Commission of the City of Crystal Lake held a public hearing at 7:00 p.m., on November 7, 2024 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Historic Landmark Designation and recommended approval of the request; and

WHEREAS, it is in the best interest of the CITY OF CRYSTAL LAKE that the Historic Landmark Designation 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 the Mayor and City Council of the City of Crystal Lake approve the Historic Landmark Designation of the Crystal Lake Academy Building (also known as the Tarpley House and the Gates House) and iron fence along the eastern side of the property at 210 McHenry Avenue, Crystal Lake, Illinois.

Section II: That the Historic Preservation Commission take all steps necessary to recognize the Historic Landmark Designation of the Crystal Lake Academy Building and iron fence at 210 McHenry Avenue.

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 Historic Landmark Designation in accordance with the provisions of this Ordinance, as provided by law.

DRAFT

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

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

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Halebian, MAYOR

SEAL

ATTEST:

_____
CITY CLERK

Passed: July 15, 2025
Approved: July 15, 2025

DRAFT

Agenda Item No: 5

Historic Preservation Commission
Agenda Supplement

Meeting Date: November 7, 2024

Request: **Historic Landmark Designation**

Location: Crystal Lake Academy Building
210 McHenry Avenue

Petitioners: Diana Kenney and Jim Heisler

Action: 1. Vote to recommend the landmark designation
2. Continue the item
3. Vote to not recommend the landmark designation

Background:

- The Crystal Lake Academy Building was originally a school, built around 1853, and educated some of the earliest settlers to the Crystal Lake area.
- The property was purchased by the Gates family, who raised their kids in the house. William Day Gates started the American Terra Cotta & Ceramic Company where Crystal Lake is known for producing terra cotta tile.
- The building's builder, Ander Jackson Simons, built a unique cobblestone foundation. The building is one of the few surviving buildings with the cobblestone elements.
- In addition the wrought iron fence along McHenry Avenue was constructed in 1883 and should also be protected.

Landmark Criteria:

1. It is located within the corporate boundaries of the City of Crystal Lake; and
   ☒ *Meets* ☐ *Does not meet*

2. It is over 50 years old, in whole or in part; and
   ☒ *Meets* ☐ *Does not meet*

3. One or more of the following conditions exist:
   A. General consideration.
      1. It has significant character, interest, or value as part of the historic, cultural, aesthetic, or architectural characteristics of the City, the State of Illinois, or the United States;
         ☒ *Meets* ☐ *Does not meet* ☐ *N/A*

2. It is closely identified with a person or persons who significantly contributed to the culture or development of the City, the State of Illinois, or the United States;
☒ *Meets* ☐ *Does not meet* ☐ *N/A*

3. It involves the notable efforts of or is the only example of work by a master builder, designer, architect, architectural firm, or artist whose individual accomplishment has influenced the development of the City, the State of Illinois, or the United States;
☒ *Meets* ☐ *Does not meet* ☐ *N/A*

4. It has a unique location or single physical characteristic(s) that make it an established or familiar visual feature;
☒ *Meets* ☐ *Does not meet* ☐ *N/A*

5. Activities associated with it make it a current or former focal point of reference in the City;
☒ *Meets* ☐ *Does not meet* ☐ *N/A*

6. It is of a type associated with a use once common but now rare, or is a particularly fine or unique example of a utilitarian structure and possesses a high level of integrity or architectural significance;
☒ *Meets* ☐ *Does not meet* ☐ *N/A*

7. It is an area that has yielded or is likely to yield historically significant information or even prehistoric data;
☐ *Meets* ☐ *Does not meet* ☒ *N/A*

B. Architectural Significance.
1. It represents certain distinguishing characteristics of architecture inherently valuable for the study of a time period, type of property, method of construction, or use of indigenous materials;
☒ *Meets* ☐ *Does not meet* ☐ *N/A*

2. It embodies elements of design, detail, material, or craftsmanship of exceptional quality;
☒ *Meets* ☐ *Does not meet* ☐ *N/A*

3. It exemplifies a particular architectural style in terms of detail, material, and workmanship, and has undergone little or no alteration since its original construction or has been properly restored;
☒ *Meets* ☐ *Does not meet* ☐ *N/A*

4. It is one of the few remaining examples of a particular architectural style and has undergone little or no alterations since its original construction or has been properly restored;
☒ *Meets* ☐ *Does not meet* ☐ *N/A*

5. It is or is part of a contiguous grouping that has a sense of cohesiveness expressed through a similarity of style, characteristics, time period, type of property, method of construction or use of indigenous materials and accents the architectural significance of an area;
☒ *Meets* ☐ *Does not meet* ☐ *N/A*

6. The detail, material and workmanship of the structure, building, object, or site can be valued in and of themselves as reflective of or similar to those of the majority of the visual elements in the area;
☒ *Meets* ☐ *Does not meet* ☐ *N/A*

C. Historical Significance.

1. It is an exceptional example of an historic or vernacular style or is one of the few such remaining properties of its kind in the City;
☒ *Meets* ☐ *Does not meet* ☐ *N/A*

2. It is associated with an organization or group, whether formal or informal, from which persons have significantly contributed to or participated in the historic or cultural events of the City of Crystal Lake, State of Illinois, or the United States;
☒ *Meets* ☐ *Does not meet* ☐ *N/A*

3. It is associated with a notable historic event;
☒ *Meets* ☐ *Does not meet* ☐ *N/A*

4. It is associated with an antiquated use due to technological or social advances;
☒ *Meets* ☐ *Does not meet* ☐ *N/A*

5. It is a monument to or a cemetery of an historic person or persons.
☐ *Meets* ☐ *Does not meet* ☒ *N/A*

- Should the Historic Preservation Commission find that the structure meets the criteria for landmark designation, they shall make a motion stating such recommendation to the City Council.

MINUTES
Historic Preservation Commission
November 7, 2024
City Hall, 100 W. Woodstock Street, Crystal Lake, IL

1) Call to Order
B. Niequist called the meeting to order at 7:00 p.m.

2) Roll Call/Attendance
The following Commission members were present: Zach Benkert, Ana Freund, Nancy Haskins, Bob Kosin, Brittany Niequist, Madison Sommerfield, and Bob Wyman. City Planner, Elizabeth Maxwell, was present for staff.

3) Public Comment
There was no general public comment.

4) Approval of Minutes of the October 3, 2024 Regular Meeting
B. Kosin made a motion to approve the minutes of the October 3, 2024 meeting. M. Sommerfield seconded the motion. On voice vote all voted aye. Motion passed.

5) Public Hearing – Crystal Lake Academy Building Landmark application (St. Mary's Episcopal Church Tarpley House)
The request is for a landmark application on the Crystal Lake Academy Building.

Diana Kenney and Jim Heisler were present to represent the petition. Ms. Kenney stated they are both here as private citizens to save this structure and not representing any organization. The Ordinance allows for anyone to apply to landmark a property. She went through the purpose of the Commission and landmarking. Ms. Kenney presented a detailed account of the history of the property and the structure itself. She highlighted the builder and his unique cobblestone construction. She showed several other buildings constructed by him, and the ones that have already been demolished. She described the many activities that took place in the building as its start as a school then as a family home. The building is over 170 years old. Ms. Kenney went through the findings of fact and how this building meets almost all for landmarking. She said they do not want to burden the church, the church is not the enemy. They want to help. The community came together and saved the Colonel Palmer House and the Dole Mansion. She stated they need to work now to do the best they can because once it's gone, it's gone.

Mr. Heisler said he wants the church to pause on the demolition. He wants time to work with the community to save the building. He has people that have reached out that have funds and want to help. He has someone that wants to rent the building. They just need time.

Ms. Niequist opened the public hearing portion of the meeting.

Mr. Jeffrey Hymen, attorney representing St. Mary's Episcopal Church spoke. He made a presentation. He said this is a dangerous building. They have no use for this and it is not practical to keep it. He went through that this building does not fit in their mission and what they

currently do for the community. He described the current state of the Tarpley House and its dilapidated condition. He explained they had an assessment done in 2010. The numbers are not current and they do not have the company information. Saving the structure is not feasible. He showed pictures of the inside.

Reverend Scott Zaucha spoke about the church. He said there are only 53 families as part of this congregation. They cannot financially afford to keep the building. Even if this building is landmarked they will keep it locked up. No members of the community will be allowed in the building. It is a liability, the only path forward is the demolition.

Ms. Sandy Price, 937 Wedgewood, said she did not want to recap the history, as Ms. Kenney did a great job highlighting everything. She had submitted a letter in support. She wanted to show a small tribute to the builder. She pulled out a box with his trowel. It was made in England and very expensive item for the time period. She showed several cobblestones. The foundation is solid and is good construction. This building could stand for centuries with maintenance.

Ms. Ann Viger, 855 Dartmoor Drive, said she is representing the Historical Society and submitted a letter of support for preserving the building. She has spent years working on the Colonel Palmer House. These buildings are a labor of love. She appreciates the church's mission. She knows they need space and other organizations need space. There are so many opportunities here.

Ms. Mary Thennes, 84 S. Walkup Avenue, provided a letter of support. The St. Mary's congregation is already shrinking if the church leaves the site another owner could come in and the situation would be different. She does not want us to make a hasty decision to demolish the building now because of one property owner's thoughts. She was involved in the Dole Mansion when it was in disrepair. They would give tours and the holes in the ceiling would allow animals in the attic to drop material down. There were holes in the roof, floors, and windows. There was so much work that was needed. The City Council allowed the 6-month stay to have the community to find a nonprofit to save the building. She spent hours and hours in the restoration process to help save it. The community can get involved and get this done.

Peter Gussie, is the Chair of the McHenry County Historical Society and involved with the local historic groups. He submitted a letter of support. He is a 47-year resident and has a love of history. The history and architecture of this site has already been covered well. The property owner has let it deteriorate. Then they allow demolition by neglect. They said their mission is to help the community. Protecting history is helping the community. It provides history for the future generations. The church can work with other organizations, people have reached out to help raise funds and the church has not entertained any discussion. They need to step up and protect the property, the community needs to come together. Too many buildings are lost in spite of property owners not doing what they should.

Bob Frenz, is the president of the McHenry County Historical Society. He submitted a letter of support. The attorney mentioned the cost of the demolition. They could use that money to start repairs. They want to support property owners, but this is a very unique building for the community. He is working hard to save a barn that protects the agricultural history of Crystal Lake. Saving this building will protect the educational history of Crystal Lake.

Greg Lofgren, 3805 Walkup Avenue, he has worked for local historical groups in the area and the City of McHenry historical society. He fully supports this request. They just held a public hearing last night about the 1894 Landmark School. The School District closed this year round school. They approved the nomination to move forward to preserve this building. They hate to see demolition by neglect. Municipalities and the community need to be more aware of this to stop it from happening.

Karen Meter, 266 Dartmoor, spent lots of time in the building with kids classes and the quilting group. The stairs are super steep. She loves the building, but it is not safe. It is heartbreaking, but the right thing. The financial responsibility is a real thing. She asked where are all the young people interested in history. If this is saved it will just sit closed up, this is just old history.

Nick Skyba, 3726 Thunderbird Lane, grew up in Crystal Lake. The times have changed, but this can still be part of the church's mission. Immigrants need gathering spaces. The church can band together with the community and it can be saved.

Peter Meter, 266 Dartmoor, said the Tarpley House is in the center of the St. Mary's property. If at the edge they could divide it off and they could take it. This is sacred property. They have an 87-year-old mowing their grass for free. There is a lot of money spent on heating this. There have already been modifications to this building. The building is a mess. How would construction equipment be staged right in the middle of their parking lot, it would destroy their parking lot and be a burden on them.

There being no one else to speak, B. Niequist closed the public hearing
She asked if the petitioners would like to respond to any public comment.

Ms. Kenney said she appreciates the difficult position and they do not want to see the building demolished. There is opportunity for a partnership to remove or reduce any costs the church has to undertake. They can move this to a win-win situation where the building is saved and the attractive nuisance is cleaned up and the building can be reused. It may even bring rental income to the church. There are lots of people willing to help. This is such a precious property it goes beyond St. Mary's ownership. The building has been neglected for the past 20 or 30 years. They want the time to find a way to help the congregation and remove the financial burden and save the building so they are happy to have the building as part of their church mission again.

Mr. Heisler seconded everything that was said. The community lost the pump house decades ago and he is still not over that. He is involved in working with the Park District to save the 140-year-old Barlina barn. He has found so many people who want to help. The church needs to give the community a chance to help out. B. Niequist asked what responses from the community he has received. He said he has spoken to one guy who asked point blank how much will it cost. He's willing to help out and just needs a number. He has another person that has money that is looking for space. They can take the burden off the church. He said let us help carry this with you.

Ms. Kenney said people can help with fundraisers and doing work. In 2000 they rolled up their sleeves and spent hours saving the Dole Mansion. They were able to secure a not-for-profit to acquire the property. The transformation does not happen overnight, you do it step by step. B. Niequist asked if they reached out to the church. Ms. Kenney noted no. B. Niequist called Reverend Zaucha back up. Mr. Zaucha said he does not like the narrative that the church has left the building to rot. The petitioners referenced a 1940s newspaper article that the church would be good stewards and the building was in excellent shape. He said people lie to the newspaper to make everything sound good. He has board minutes that from the 1950s it was in disrepair. It has been 75 years of neglect. There are suggestions for all these options but this is not reality. He reached out to Sacred Places and they could not assist them with the space. This was not a decision overnight to demolish this. The building is unsafe.

B. Niequist turned it over to the Commission for discussion.

N. Haskins had no comments.

Z. Benkert asked the petitioners if they had thoughts on the reuse. Ms. Kenney said that after the Colonel Palmer they can now rent the space to groups for small tea gatherings, birthday parties, scout groups, and lunch and learn presentations. She knows the Dole Mansion has the art shows, the farmers market, the art gallery space, and the concerts in the park. The assistance would be a multi-pronged approach with funding and work.

M. Sommerfield said it sounds like there were other buildings in this condition that were saved, how did the community help. Ms. Kenney said the Dole Mansion was owned by the 1st Congregational Church. It was going to be demolished. The community found a 501 C3 to purchase the property. They needed to raise about $1.6 million in about 60 days and they did it. The Lakeside Legacy foundation did several fundraisers and had donors. The community volunteers helped restore the mansion. The restoration is still being worked on by the Lakeside group. Once it is done the community can see and use it again. The community can help offset the expenses. The community needs the opportunity to be involved beyond the church's abilities. They do not know all the answers yet, they need time.

B. Wyman was good and did not have any questions.

B. Kosin asked about the brick façade if that was special. Ms. Kenney said the brick is also unique and listed in the items to be considered. The brick came from an area just northeast of Crystal Lake where TC Industries is now. The bricks are a unique shape like at the Colonel Palmer House. They run into this issue where they need to take bricks out of the attic to replace any damaged bricks because they are not built like a standard sized bricks today. The mortar needs to be a specific lime mix.

A. Freund said she would like the community and the church to find some middle ground. They can close up the outside so there is no danger to the community. She asked the church on the costs to protect and restore the exterior. Mr. Hymen noted the costs for the $500,000 were just for interior renovations. Ms. Kenney noted the landmark only protects the exterior and they can rehab the interior without affecting and landmark.

B. Niequist asked about the demolition costs. Mr. Zaucha said it is $60,000 and someone is donating that money. She asked about heating costs. He noted it is about $1,400 per month to heat it. That is not the only costs, the insurance is also higher because of the attractive nuisance. There would also be repair and safety costs they have not calculated.

B. Niequist asked if there was any property maintenance complaints. Staff noted there are no active property maintenance violations on the property.

B. Wyman went through the Findings of Fact noting which standards were met by this application. He encouraged the commission to correct him if they felt differently. After reading the findings all members agreed.

B. Niequist asked for a motion.

Mr. Kosin made a motion to approve the landmark application for the Crystal Lake Academy Building and iron fence around the east side of the property. B. Wyman seconded the motion. On roll call members Freund, Benkert, Kosin, Haskins, Sommerfield, Wyman and Niequist all voted aye. Motion passed.

6) 50 N. Caroline Street – Certificate of Appropriateness
The petitioner requested continuation to the December 5th meeting.

B. Kosin made a motion to approve the continuation. Z. Benkert seconded the motion. On voice vote all members voted aye.

7) Trolley Tour 2025
B. Niequist asked about people's lists for the pre-1900 buildings.

N. Haskins said there are a lot of houses on Woodstock, Oak, not so many on Dole, Francis, Crystal Lake avenue, Caroline and Walkup. That could be a route.

M. Sommerfield said 81 S. Walkup is about 1897 and there is a house in the back that you cannot even see. Also 50 S. Caroline Street was around 1874. Then there is 28 Caroline Street and 39 Center Street which is around 1875.

B. Niequist provided her list McCormick Park, 1836; Columbus Wallace, 1851; Crystal Lake Academy Building, 1845; Ellsworth House, 1852; Walkup House, 1856; 649 Leonard Crow House, 1857; 160 Pomeroy, 1860; Nunda School 234 Walkup, 1869; 186 Lake Shore, 1870; 370 Woodstock, 1864; 440 Oriole, 1882; house on King Street, 1882; 320 Woodstock, 1883; Union Cemetery, 1888; 99 Gates, 1880; 67 Gates, 1889; 320 Woodstock, 1890; 347 Woodstock, 1893; Café Olympic, late 1800s; 110 Main, late 1800s.

The commission will keep working on the list and possible route.

8) Approval of Meeting Dates
The Commission looked at the proposed 2025 meeting dates. B. Wyman asked about flexibility to move the meeting from the 3:00 pm time. The commission agreed. Z. Benkert made a motion to approve the meeting dates. B. Kosin seconded the motion. On voice vote all members voted aye.

9) Other Business
a) Hill Park Barn update
B. Niequist said she has met with the Park District and how the commission can be official partners. She asked that the Park District to give the commission direction on how they can help. The Park District will come up with a use for the barn then it would be great for the community to jump in and start fundraising.

10) Member Inquiries and Reports
B. Wyman said they are working with the Chamber of Commerce to find a good location for the McCormick Park Plaque to be located.

B. Kosin asked about the next step for the train station. Staff asked for a complete application and all documentation that can be provided to the Council for review.

11) Adjournment
There being no further business, B. Wyman made a motion to adjourn the meeting. M. Sommerfield seconded the motion. On voice vote, all members voted aye. The meeting adjourned at 9:23 p.m.

PROJECT NUMBER:
CITY OF CRYSTAL LAKE LANDMARK DESIGNATION APPLICATION

PROJECT TITLE: Crystal Lake Academy

PERSON(S) OR GROUP PROPOSING DESIGNATION:

Diana L. Kenney	1037 Boxwood Drive, Crystal Lake, IL 60014	815-579-0347
James L. Heisler	131 Baldwin Avenue, Crystal Lake, IL 60014	815-404-4775

OWNER(S) OF PROPERTY(S) PROPOSED FOR DESIGNATION:
Protestant Episcopal Church in the Diocese of Chicago/Per Bishop
210 McHenry Avenue, Crystal Lake, IL 60014

INDICATE OWNER(S) CONSENT TO PROPOSED DESIGNATION:
Unknown

ADDRESSES & PROPERTY INDEX NUMBERS:
Property Address: 210 McHenry Avenue, Crystal Lake, IL 60014
PIN: 19-05-157-007
Legal Description: ASSRS PLAT (FARM ABOUT CRYSTAL LAKE) PT 5, 6, 7 & 8-43-8L: ACADEMY LOT Q:NW S:5 T:43 R:8

THIS APPLICATION APPLIES ONLY TO THE CRYSTAL LAKE ACADEMY BUILDING AND DOES NOT INCLUDE OTHER BUILDINGS OF THE CHURCH.

ATTACH A WRITTEN STATEMENT DESCRIBING THE AREA AND PROPERTY(S) AND REASONS IN SUPPORT OF THE PROPOSED DESIGNATION AS STATED IN THE CRITERIA FOR DESIGNATION AS A HISTORIC LANDMARK. Note: The attached documents, "Crystal Lake Academy Building History" (Attachment A) & "Text of Law Creating CL Academy 1945" (Attachment B) provide additional details and information regarding the building's original and subsequent significance and the bullet points below:

- CRITERIA FOR LANDMARK DESIGNATION
  - The proposed property is within the corporate boundaries of the City of Crystal Lake
  - It is over fifty (50) years old, in whole or in part. The building is approximately 171 years old, built ca 1853
  - The following conditions/considerations exist to qualify the property for landmark designation. Note: The attached document, "Crystal Lake Academy Building History" provides additional details and information regarding the bullet points below:

- ARCHITECTURAL SIGNIFICANCE
  - The Crystal Lake Academy is a rare example of cobblestone and brick construction, originating in New York State and brought west to Illinois.
  - The builder, Andrew Jackson Simons brought his knowledge of cobblestone construction from New York State to Crystal Lake. Simons is credited with building four cobblestone houses (two are still standing and landmarked under the protective ordinances of the City of Crystal Lake and McHenry County). The Crystal Lake Academy building is an example of Simons' skill in building a brick structure with a cobblestone foundation, similar to the Colonel Palmer House, which is landmarked by the City of Crystal Lake and is listed on the National Register of Historic Places.
  - The Academy Building is one of a few remaining structures with the unique cobblestone elements, displaying the craftsmanship of Andrew J. Simons. It is also one of a very few buildings over 170 years of age in Crystal Lake.
  - The original exterior brick, many of the windows, limestone sills and lintels and foundation are intact making the building easily recognizable as the original structure.
  - An historic iron fence (built 1883) marks the eastern boundary of the property along McHenry Avenue.

- HISTORIC SIGNIFICANCE
  - As a school (original use of property) the Crystal Lake Academy educated students from the more prominent early Crystal Lake families. Many of the names associated with the school (ex. Crandall, Beardsley, Pierson, Walkup) were early settlers who established the community known as Crystal Lake. Other extra-curricular/community activities associated with the school at the time included a Debating Society and Literary Society.
  - The second owner of the property was Simon S. Gates. Gates owned a substantial amount of land in and around Crystal Lake. His son, William Day Gates, who grew up in the house, started the American Terra Cotta & Ceramic Co., producing world renowned architectural terra cotta and Teco pottery.
  - Two other owners of the property were leaders in our community: H.T. Jones was Crystal Lake Village President (1893 and 1897). Frederick B. Mathis was Mayor of Crystal Lake (1928-1932)
  - For fifty years, the current owner, St. Mary's Episcopal Church used the building for Sunday School, Church Socials and a variety of Church activities. Additionally, space in the building was offered for community organizations and events. The building has essentially been vacant and

unused for the past thirty years. If it is rehabilitated, the structure can once again offer services to the community and provide an income stream to the congregation..

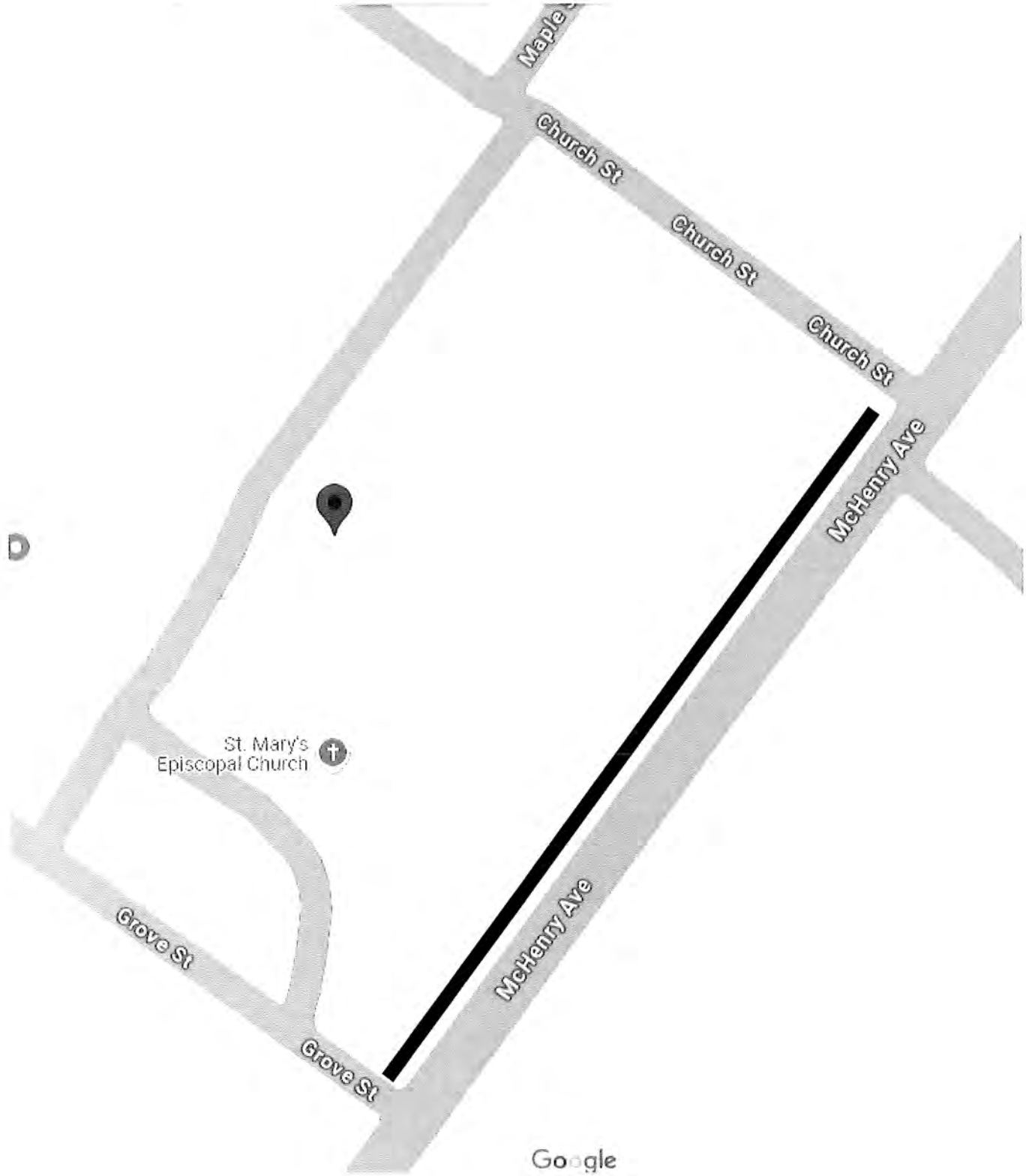
- The property is located in the heart of our community. The Academy Building and later structures such as the Sanctuary, Education Wing and Rectory are located on approximately five acres of beautifully wooded land.

SIGNIFICANT EXTERIOR ARCHITECTURAL FEATURES AND/OR OBJECTS THAT SHOULD BE PROTECTED:

Cobblestone Foundation
Original windows including sashes and glass
Original doors
Iron Fence running along the eastern edge of the property

Map showing original Crystal Lake Academy Building (red pointer).

Historic (1883) iron fence (black line)



PROPOSED LEGAL NOTICE

BEFORE THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF CRYSTAL LAKE

Applicants Names: Diana L. Kenney and James L. Heisler

City Assigned File #

LEGAL NOTICE

Notification is hereby given in compliance with the Historic Preservation Ordinance of the City of Crystal Lake, Illinois, that a public hearing will be held before the Historic Preservation Commission of the City of Crystal Lake upon the application of Diana L. Kenney and James L. Heisler relating to the following described real estate:

Property Address: 210 McHenry Avenue, Crystal Lake, IL 60014
PIN: 19-05-157-007
Legal Description: ASSRS PLAT (FARM ABOUT CRYSTAL LAKE) PT 5, 6, 7 & 8-43-8L: ACADEMY LOT Q:NW S:5 T:43 R:8

Historically known as **Crystal Lake Academy Building**

This application is filed for the purpose of seeking landmark designation.

A hearing on the said application will be held at 7:00 p.m. on (date), at the Crystal Lake City Hall, 100 West Woodstock Street, at which time and place any person determining to be heard may be present. Complete information (including legal description) concerning this application may be obtained at the Planning and Economic Development Department at City Hall.

Brittany Niequist, Chair
Historic Preservation Commission
City of Crystal Lake

TO BE PUBLISHED IN THE NORTHWEST HERALD ON (date of publication)

Attachment A

Crystal Lake Academy Building History

The Crystal Lake Academy

In November 1853, a Warranty Deed was filed with McHenry County indicating James T. Pierson and his wife Mary C. Pierson transferred title for the Northwest Quarter of Section 5, Range 8 in Algonquin Township to the following individuals: Beman Crandall, M.F. Irwin, M.A. Smith, S. Gates, Solomon Keyes, Allen Baldwin, Josiah Walkup, J.T. Pierson, Irwin G. Salsburg G.A. Palmer, Thomas Ford and Christopher Walkup. Prior to this (1851), James T. and Mary C. Pierson had acquired ALL of Section 5.



Left: James T. Pierson. *The Pierson's lived in a cobblestone house which was built by local stone mason, Andrew Jackson Simons. Their house was on Virginia Street (Route 14) just west of today's Dole Avenue. Most likely Pierson's personal connection with Simons would lead to his contract to build the Crystal Lake Academy building.*

The twelve grantees in the above transaction were the Trustees for the Crystal Lake Academy in 1853. The Crystal Lake Academy was established twelve years earlier, in 1845, in the regular session of the Fourteenth General Assembly of the State of Illinois (copy attached). Of the twelve Trustees named in 1853, four of them (Crandall, Irwin, Pierson, C. Walkup) were named as Trustees in the incorporating documents of 1845. It is unknown where the Crystal Lake Academy held classes from 1845 to 1853.

Section 11 of the incorporating documents provides that, "No sectarian principle shall be taught by any of the professors, tutors, trustees, or any officer connected with said institution either in regard to religious or political tenets, to any of the students, and said institution shall be open to all denominations of Christians, and any profession of religious or political faith, shall not be required of those to become students."

An exact date of the Academy Building's completion is difficult, if not impossible. Records simply do not exist. It is highly likely the building was completed ca 1853 when the property was transferred to the Crystal Lake Academy Trustees.

The Academy Building was constructed by Andrew Jackson Simons. Simons was born March 24, 1829. In 1848, he came to McHenry County from Livingston County, New York. Simons was a stone mason by trade.



Left: Andrew Jackson Simons. *Builder of the Crystal Lake Academy and other cobblestone structures in Crystal Lake. Photo courtesy of the McHenry County Historical Society*

Simons learned his trade in New York State and brought his skills to McHenry County. The use of cobblestones as building materials was quite popular in the Genesee Region of New York State which includes Livingston County. Cobblestones in the area were glaciated cobbles (formed by glaciers). They are abundant throughout central and western New York State and became a popular building material in the early to mid-1800s. More than 700 cobblestone structures were built in this area of New York State. New Yorkers, such as Andrew J. Simons, carried the craft west. According to the book, Cobblestone Landmarks of New York State, the second largest group of American cobblestone buildings appeared in the 1840s and 1850s on both sides of the Illinois-Wisconsin border. This includes Crystal Lake.

Cobblestones used for construction in Illinois required a bit more work to obtain. Each wagonload of cobblestones represented a three-day trip. On the first day, the builder would travel to the shores of Lake Michigan, usually near Waukegan, with a wagon filled with grain or other items to sell. The second day was spent collecting stones to fill the emptied wagon. The stones selected and used were about fist-sized and smooth, varying in color. On the third day, the builder would return to Crystal Lake with a full wagonload of stones for the construction project. It took numerous wagonloads of stones to complete the foundation of the Crystal Lake Academy Building.

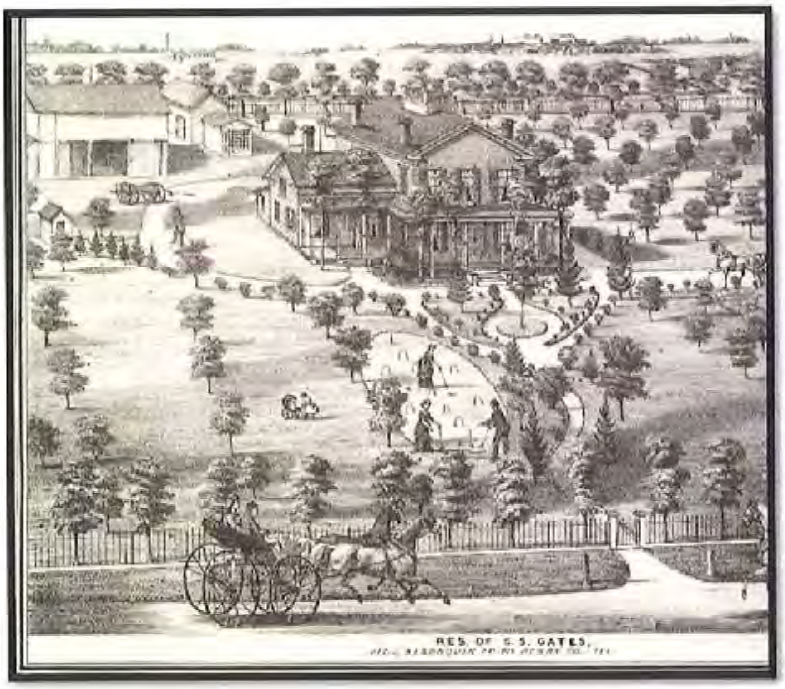
Simons is credited with building four cobblestone houses in and around Crystal Lake. Two of these houses have been demolished (Pierson House and Pingry House). The two cobblestone houses still standing are landmarked under protective ordinances. They are the Columbus and Hannah Beardsley Wallace House, built ca 1851 (City of Crystal Lake Landmark) and the John Walkup House, built ca 1856 (McHenry County Landmark). Similar to the Academy Building, Simons is credited with building several brick homes with cobblestone foundations which still stand, including the Ellsworth House and the Colonel Palmer House (both located on today's

Route 176). The Colonel Palmer House was built in 1858 and is on the National Register of Historic Places. It is also landmarked under the protective Historic Preservation Ordinance of the City of Crystal Lake.

All of the known local structures credited to Andrew Jackson Simons were built in the 1850s. Simons served in the 36th Illinois Infantry, Company H (1861-1865) during the Civil War. The 36th Illinois Infantry fought in the battles of Pea Ridge, Perryville, Stones River, Chickamauga and Missionary Ridge. After returning from the War, he suffered from rheumatism which caused him to walk with a cane and slowed down his house-building career.

The Crystal Lake Academy building is a combination of Greek Revival and Federalist architecture. Greek Revival components of the design include the gable-end entry. This front-gabled roof subtype is common in the Midwest and was popular until 1860. The building was oriented so that the front entrance faces Grove Street. Other characteristics of the Greek Revival style are the heavy sills and lintels which are of dressed limestone for the windows and doors. The Federalist characteristics include a low-pitched roof with heavy cornice and broken pediment returns at each gable. The tall six-over-six windows arranged in a highly regular fashion and the lack of ornamentation are also Federalist characteristics.

An early drawing of the building (1872) indicates a large wrap-around porch. This porch has been replaced with a smaller square porch at each door. The front entrance porch is supported by prominent columns. Another Federalist-style feature is the front door flanked by narrow sidelights.



Left: Lithograph showing residence of S. S. Gates, Algonquin Township. 1872 Combination Atlas of McHenry County, Illinois. Published by Everts, Baskin & Stewart.

Simons' signature cobblestone foundation is most prominent on the front (Grove Street side) of the house. The mortar joints, both vertically and horizontally, are of a raised bead-style lending

the appearance of each set cobblestone to be in a recessed rectangle. The red bricks used for constructing the walls match the ones used for building the Colonel Palmer House, which Simons built in 1858. It is believed the bricks were manufactured of local clay at a factory previously located north and east of the village (later becoming the site of the American Terra Cotta & Ceramic Co. owned and operated by William Day Gates).

The construction of the Crystal Lake Academy was likely a great source of pride for the community. The Crystal Lake Academy provided higher education (above 8th grade) to students from Crystal Lake families who could afford the tuition needed to operate the private school. There are no known student or teacher records that exist today. From newspaper articles, obituaries, biographies and other sources, we have been able to identify a number of students and members of the Academy's Debating Club and Literary Society Members. These students include: H.T. Baldwin; F. Barthell; E.A. Beardsley; D.C. Bradley; Martha Josephine Buck; Ira J. Chase (later became Governor of Indiana); B.F., Laura and Oscar Crandall (children of Beman Crandall, first settler of Crystal Lake); C. and Nancy Goodspeed; Lawrence W. Halsey (nephew of James T. Pierson and later became a Judge in Wisconsin); Edward and Henry H. Hayden; C.W. Hugh; T. Ingersoll; Herman B. and Sam Jackson; W. Norton; David and Mary Salisbury; C. Shepley; M.L., S.R. and W. Shoemaker; C.W. Smith; Wm. P. St. Clair; Evaline Mary Walkup (daughter of John B. Walkup); Mary and Sarah Wallace (daughters of Hannah Beardsley); F.L. West; and Flavia Williams.

The known teacher list is even smaller: Professor Lebeus L. Smith. In 1858, D.S. Knight is listed as Principal and was most likely a teacher as well.

The eventual demise of the Crystal Lake Academy began in 1855 when The Illinois School Law established a free public school system in the state. This law established a state school tax to help fund the schools. It also allowed for local taxation in addition to the state tax. AND it provided for free schools in every district for six months of the year. This assured that students, regardless of financial position, could get a free, quality education. Many parents decided to discontinue paying tuition. Debts piled up for the Academy while income from tuition dried up.

In May 1858, a mortgage on the property was filed with the County Recorder. The Crystal Lake Academy was in debt to William Baker. The money may have been an advance for the Academy's eight-week summer term, which was advertised in the May 18, 1858 Woodstock Sentinel (below):



CRYSTAL LAKE SEMINARY.

THE Summer Term will commence on Monday, May 23d, and continue eight weeks.

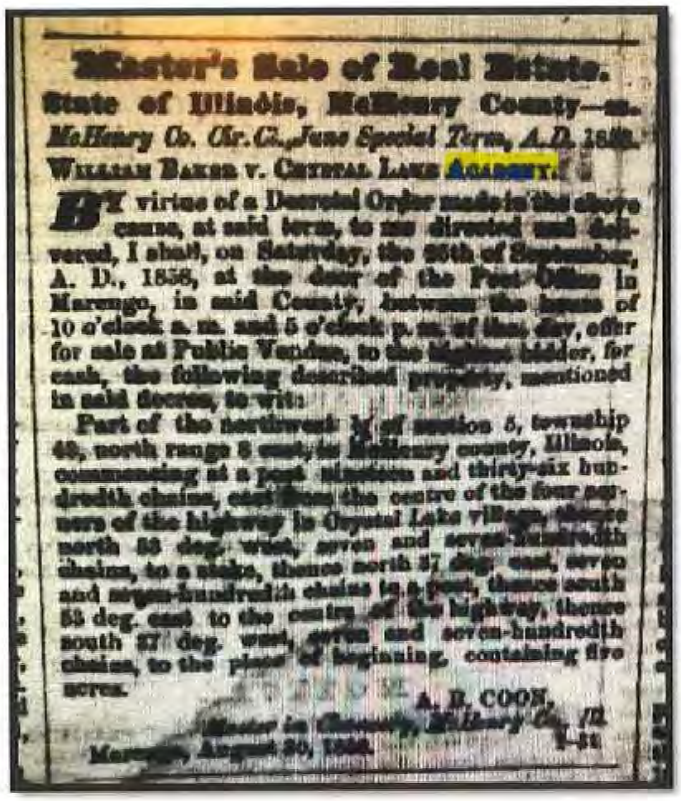
The location of the Institution is healthy, beautiful and pleasant. A liberal patronage solicited and satisfaction guaranteed. Tuition as usual.

D. S. KNIGHT, Principal.

Crystal Lake, McHenry co., Ill., May 15th, 1858.

v3n42 3t*

A September 1858 notice in the same newspaper (below) announces that William Baker demands payment from the Academy. Recourse for non-payment would be the reclamation and sale of the property. A Certificate of Sale (foreclosure) by the Crystal Lake Academy to William Baker was filed with the County Recorder in November, 1858.



Master's Sale of Real Estate.

State of Illinois, McHenry County—ss.

McHenry Co. Cir. Ct., June Special Term, A.D. 1858.

WILLIAM BAKER v. CRYSTAL LAKE ACADEMY.

BY virtue of a Decretal Order made in the above cause, at said term, to me directed and delivered, I shall, on Saturday, the 25th of September, A. D., 1858, at the door of the Post Office in Marengo, in said County, between the hours of 10 o'clock a. m. and 5 o'clock p. m. of that day, offer for sale at Public Vendue, to the highest bidder, for cash, the following described property, mentioned in said decree, to wit:

Part of the northwest ¼ of section 5, township 43, north range 8 east, in McHenry county, Illinois, commencing at a post nineteen and thirty-six hundredth chains, east from the centre of the four corners of the highway in Crystal Lake village, thence north 53 deg. west, seven and seven-hundredth chains, to a stake, thence north 37 deg. east, seven and seven-hundredth chains to a post, thence south 53 deg. east to the centre of the highway, thence south 37 deg. west, seven and seven-hundredth chains, to the place of beginning, containing five acres.

A. B. COOK,
Master in Chancery, McHenry Co., Ill.

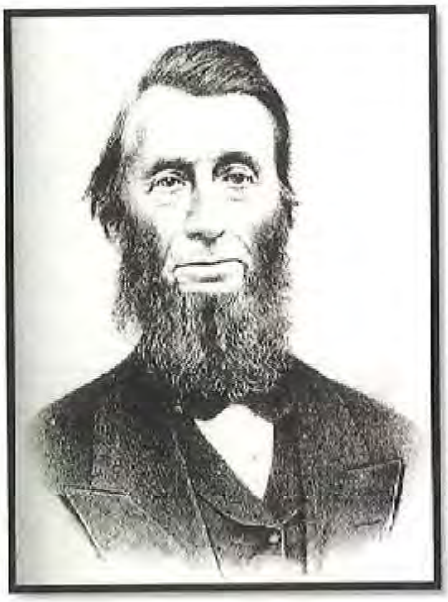
Marengo, August 30, 1858. 1-5t

Simon S. Gates Ownership

In March 1860, Simon S. Gates gained title to the former Crystal Lake Academy building and surrounding 6.5 acres of land, as evidenced by a Masters Deed filed with the McHenry County Recorder. Consideration listed is $816.

Simon S. Gates, one of ten children, was born October 1, 1799 in Stockbridge, VT. He was raised in Worcester, MA and it was there that he grew up to receive an excellent education. In the Spring of 1838, Simon visited McHenry County on a prospecting tour. He returned in the Fall, the entire journey being made on horseback. The next year, he returned to Crystal Lake and made several land investments. Simon returned to his home and was elected to the Massachusetts State Legislature.

In 1844, Simon married Miss Sylvia Day. Simon and Sylvia had three children: Sumner E, William D. and Mary. Simon also had two daughters, Sarah and Abby, from prior marriages. In 1852, the Gates family came West and lived on the farm property bought at Crystal Lake in 1841. Simon Gates steadily purchased other properties throughout the area, and soon became one of the largest landed estate owners in the county.





Above: Simon S. and Sylvia Day Gates. Images from 1885 McHenry County History Book

The 1860 census indicates Simon S. Gates, his wife Sylvia, and children Abby, Sumner, Willey (William) and Mary were living on a farm in Algonquin Township. Also listed in the household are two female servants and three male farm laborers. The census also reveals the value of Gates' real estate to be $133,785 and personal estate value of $15,000.

The family moved from the farm to the Crystal Lake Academy building and made it their home. They retained ownership of the farm and other properties.

1862 Plat Map of McHenry County, IL
Q:NW S:5 T:43 R:8



Left: *Red circle shows property belonging to S.S.G. (Simon S. Gates)*

In 1864, at age 19, Sumner Gates enlisted in Company H of the 8th Illinois Cavalry. During his time of service, Sumner was captured and held prisoner for several months in the dreaded Libby Prison at Richmond, VA. While imprisoned, his health significantly deteriorated. No

doubt, his wealthy father had some hand in arranging for the prisoner exchange which brought his son home in 1865. It is said Sumner never fully recovered from his time in prison.

Gates' other son, William Day Gates, was born in 1853. William grew up in Crystal Lake and went on to become an attorney in Chicago. After his father's death in 1876, William D. Gates moved back to the Crystal Lake area, investing in the Spring Valley Tile Works factory, which was located northeast of town. The factory was built near a dam on a former mill site. The company's primary operation was to make bricks and drain tiles from local clay. Most likely the bricks for the Academy Building/Gates House were fired at Spring Valley Tile Works factory. In 1887, fire destroyed the drain tile factory. Gates rebuilt his operation, expanding the clay works and starting the production of decorative, glazed terra cotta. It was at this time that the company name was changed to American Terra Cotta and Ceramic Co.



Left: *William Day Gates grew up in the Academy/Gates House on McHenry Avenue.*

From a plain drain tile factory, the business grew and began to turn out some of the finest architectural terra cotta known. The great architect, Louis H. Sullivan, once worked there with American Terra Cotta's own renowned modeler, Kristian Schneider. Between them, they developed the ornamental design for architectural terra cotta known as the Sullivanesque design.

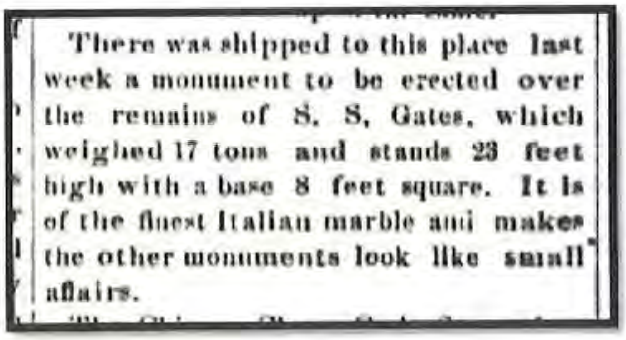
Carloads of architectural terra cotta were produced and shipped out across the nation. Samples of the ornamental works can be found on several buildings in Chicago, including the famous Wrigley Building on Michigan Avenue. The exterior of the Yerkes Observatory in Williams Bay, WI is clad in ATC&C terra cotta. Downtown Crystal Lake also has several buildings with architectural terra cotta, including the Teckler Building, Warner Building, United State Bank Building, and Raue Center for the Arts.

In addition to architectural terra cotta, the company also produced decorative pottery known as TECO pottery. Today, these ornamental pottery vases are in demand as collectible and are very valuable.

The 1870 Census shows Simon, Sylvia, Sumner and Mary living in the house on McHenry Ave.

Simon Gates died on June 24, 1876. At the time of his death, his estate was valued at over a half-million dollars, a huge amount of money for that time. It took over a dozen years for Simon S. Gates' estate to be settled.

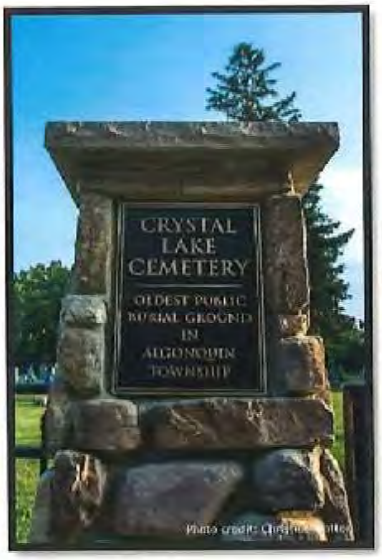
Simon, Sylvia, daughter Abby, sons William and Sumner, as well as many other Gates family members are buried in the Crystal Lake Cemetery on Lake Avenue. An impressive monument marks the Gates family site.

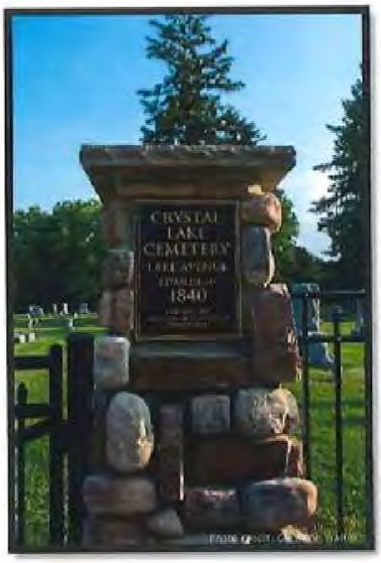


There was shipped to this place last week a monument to be erected over the remains of S. S. Gates, which weighed 17 tons and stands 23 feet high with a base 8 feet square. It is of the finest Italian marble and makes the other monuments look like small affairs.

Left: *McHenry Plaindealer May 29, 1878*

The Crystal Lake Cemetery was consecrated in 1840 and is the first public burial ground in Crystal Lake. It is landmarked under the protective Historic Preservation Ordinance of the City of Crystal Lake. Its landmark status was obtained by its age and it being the final resting ground for many of Crystal Lake's early settlers including these notable names associated with the Crystal Lake Academy property: Beardsley, Buck, Crandall, Ford, Gates, Ingersoll, Keyes, Palmer, Pierson, Shoemaker, Simons, Smith and Wallace





Above: *Landmark Plaques at Crystal Lake Cemetery*

Katie Gridley Jones Ownership

In March 1883, Katie Gridley Jones of Chicago acquired the property from the now-settled Gates estate. Consideration was $3,850.

Katie Gridley Jones was the third wife of Henry T. Jones, a successful brick manufacturer from Chicago. His firm provided the bricks to build the Palmer House (Chicago), Grand Pacific Hotel, The Tremont House, Cook County Hospital, and other prominent Chicago buildings.

It was not uncommon for businessmen to title property in their wife's name to protect the investment in the event of a business downturn. This appears to be the case with Mr. and Mrs.

Jones, as they both travelled back and forth between their home/business in Chicago and their Crystal Lake home, the former Crystal Lake Academy building.

Work on their new home began immediately after purchase. The April 6, 1883 Herald indicates, "The man who purchased the Gates place at C. Lake will put an $800 fence in front of it and fix it up nicely." Two weeks later, this mention occurs, "I. Miller has three hands to work for him. He has taken the job of painting the Jones house and barn, formerly the Gates house of C. Lake." The June 1, 1883 Herald mentions, "Mr. H. Jones' new iron fence is a beauty." It is believed the iron fence that currently runs along McHenry Avenue property line is the one built in 1883 by H.T. and Katie Jones. ***Given the age of the fence, it should be included as part of a landmark application for protection.***

In 1884, H.T. Jones paid $1,000 to expand his property west to Division Street. He now owned the whole block.

Within a few years, both Katie and Henry were active members of the Crystal Lake community. Both worked to better the village's education system. In 1888, the new Union School was built down the road from the Jones' home. Katie was especially active with the WCTU (Women's Christian Temperance Union), serving as the chapter president for many years. Henry retired from full-time business in 1888.

In 1893 and 1897 H.T. Jones was elected and served as President of the Village of Crystal Lake. Henry T. Jones died in 1898 at the age of 75. His widow, Katie Gridley Jones was 42 at the time. She continued to live in Crystal Lake for the next few years, raising Angora cats as a side business. By 1901, Katie is back in Chicago and renting out her Crystal Lake home.

Alonzo B. Lucas Ownership

Katie Gridley Jones sold the property to Alonzo B. Lucas in 1904. Consideration was $4,000.

The 1900 census lists Alonzo B. Lucas, his wife Mary, two daughters, one son and four servants (possibly farm hands) living on a farm in Algonquin Township. Four years later, Lucas gave up farming and moved to town.

Beginning in 1905, Lucas started selling off part of his Crystal Lake property along Division Street. This is the portion of the block that H.T. Jones purchased in 1884.

The Lucas family was active in the Nunda Christian Church. Like the former owner, Katie G. Jones, Alonzo B. Lucas was a strong advocate against intoxicating liquors (alcohol).

The 1910 census shows Alonzo Lucas, his wife and three grown children (all in their 20s) living in the home on McHenry Avenue. Alonzo's profession is listed as "Driver", one daughter is a "Seamstress" and the son's occupation is "Lineman for Phone Company".

In April 1911, the newspaper reports that A.B. Lucas and several others are travelling to Pharr, Texas with the intent to purchase farmland. Evidently, Lucas made an investment in Texas land but was soon disappointed when he went to visit his place in June and discovered his property was underwater and not tillable.

At the same time, his property in Crystal Lake was deeded over to Andrew Henderson (local banker) and put up for sale.

The following photographs were provided by Major F. Gates, great-grandson of Simon S. Gates. The photos show the Crystal Lake Academy property when it was for sale in 1911/1912. The real estate agent was C.L.Teckler. Despite the overgrown condition of the property, one can peek at the house to see the original porch on the McHenry Avenue side of the house. One also has a good view of the black iron fence, built in 1883 along McHenry Avenue.





William J. Nye Ownership

The Academy/Gates House and surrounding land was purchased by William J. Nye as a summer home for his family. The Nye family's main residence was in Oak Park. William J. Nye was a grain dealer and a member of the Chicago Board of Trade.

In February 1912, the Herald reported that, "G.D. Crabtree and men are remodeling the interior of the old A.B. Lucas home." Crabtree was a well-known skilled carpenter in Crystal Lake. By July 1912, it was reported, "W. Nye of Oak Park, who recently purchased the Lucas place, has made extensive improvements and alterations on his property."

For the next eight years, the Nye family alternated between their homes in Crystal Lake and Oak Park, depending on the season. Mrs. Nye, especially, became very active in the community as a member of the Women's Improvement Club and Ladies Aid Society of the First Congregational Church.

In 1916, over 100 invited guests attended a musical concert in the Nye's home on McHenry Avenue to benefit the Ladies Aid Society. Five members of the famous Paulist choir sang the Hallelujah Chorus. Other vocal musical selections as well as piano and violin performances entertained the audience. Cake and ice cream were served after the concert. The newspaper reported, "a substantial sum was added to the treasury of the Congregational Ladies' Aid Society as a result of this successful affair."

The Nye's sold their summer home in November 1920.

Frederick B. Mathis Ownership

The new owners of the Academy/Gates House were Frederick B. and Lillian O. Mathis. Although only 41 years of age, Fred had recently retired from his career as General Manager for Excelsior Motor Mfg. Co. in Chicago due to health issues. Fred and Lillian had two teenage children: Rosalind (13) and Fred Jr. (11).

With the children in school, Fred and Lillian quickly found clubs and activities to keep them busy. Lillian became a member of the Women's Improvement Club, while Fred joined the Community Club. From 1923 to 1930, Fred served as president of the Community Club. In 1924, he was elected President of the District 47 Board of Education, retaining that position until 1932. Public service was in his blood! Fred served as Alderman for the City of Crystal Lake from 1924 to 1927. In April 1927, he was elected Mayor of Crystal Lake.

During his time as Mayor, Crystal Lake was the first city in the county to adopt a zoning ordinance. An aggressive paving program, first started by Mayor Ben Raue, was continued under Mathis, and the Franklin Street well was dug while Mathis was Mayor.



Left: Fred B. Mathis, Mayor of Crystal Lake

Right: Rosalind Mathis and her friend Evelyn Allen on the steps of the Mathis home – ca1925



The Mathis children attended Crystal Lake Community High School. Rosalind graduated in 1925, Fred Jr. graduated in 1926. In October 1926, Rosalind Mathis married Major E. Gates, son of William Day Gates and grandson of Simon S. Gates (prior owner of the Academy/Gates House property). The couple moved in with Fred and Lillian, raising their two children, Major F. and Nancy in this multi-generational household.

For several years, Fred and Lillian travelled to California during the winter months. By 1941, they decided to stay in California year-round.

Rosalind Mathis Gates Ownership

The Academy/Gates House property was deeded to their daughter, Rosalind Mathis Gates in 1941 for $1 and with this additional consideration—when the parents aged and needed her help or care, Rosalind would leave Illinois and move to California to care for them.

For six years, only Rosalind, Major E., Major F. and Nancy Gates lived in the home. In 1947, Rosalind was called to California to care for her parents and the property went up for sale.

St. Mary's Episcopal Church Ownership

Prior to 1947, St. Mary's Episcopal Church (formerly known as "St. Mary's-by-the-Lake") was located in a converted 6-car garage on Oriole Trail. The Episcopal Church Diocese of Chicago, of which Bishop Conkling was in charge, made an offer on behalf of the congregation of $40,000 to purchase the property from Rosalind Mathis Gates. The offer was accepted.

According to the *Herald*, "The plan was to use the large and beautiful residence for Sunday school, church classes, junior activities and a residence for the Rev. Donald Platt, priest-in-charge."

The August 7, 1947 *Herald* includes a detailed description of the building's interior, its excellent condition and how the layout could work well for the Church. The *Herald* continues, "Members of St. Mary's-by-the-Lake look upon the acquisition of the Fred B. Mathis property as much in terms of community interest as of their own church development. They will welcome other groups in Crystal lake to take advantage of it when it becomes available for use. Property of this kind, in a sense a product of the community, deserves to be administered according to a standard of public responsibility. For this reason, too, there is a sincere hope that it will not be necessary to sub-divide it or in any way to destroy its distinctive character. St. Mary's-by-the-Lake wishes thus to serve as a custodian for one of the old landmarks of Crystal Lake."

The Crystal Lake Academy/Gates House building was then renamed, "The Mission House."

The congregation began planning for a new Church Sanctuary for the McHenry Avenue property. A groundbreaking ceremony was held in November 1957. The building was completed in September 1958. Estimated cost was $100,000. In 1961, a Rectory was built.

According to a church history, "In 1964, the Mission House was renovated at a cost of $18,000, making the house much more usable for church school classes and other church activities."

In 1972, the Mission House was renamed, "The Rev. Kenneth J. Tarpley House," in memory of the Rev. Mr. Tarpley, who served his parish well both as a layman and as a Deacon for several years. Mr. Tarpley was also a teacher at Crystal Lake Community High School for over 36 years and was head of the English Department for more than 20 years.

In 1981, Polly Crandall Questers presented a plaque in recognition of the position of Tarpley House in the history of Crystal Lake.

Another large building project began in 1984-85 with a one-story addition to the north side of Tarpley House. An education wing of the church was added, connecting the buildings.

Also in 1985, the church hired Renaissance Restoration, Inc. of Galena, IL to chemically strip off paint, dirt and grime from the brick exterior of the building. The building was then tuckpointed where needed and a sealer applied to keep out moisture. Volunteers worked to paint and redecorate the interior of Tarpley House.

The June 8, 1988 Crystal Lake/Cary-Grove Citizen newspaper includes this quote by Rev. William N. Hoelzel, "I think the parish has a real commitment to maintaining the building and also to try as best as we can to restore it to its turn-of-the-century elegance."

In 1997, Rev. Hoelzel continues to support the use of Tarpley House for the church and the community. He says, "We feel we need to be there for the community as well as provide space for community groups."

Below: Undated (circa 1980s?) photograph of Tarpley House with closeup view of cobblestone foundation.





Below: 2005 photograph of Tarpley House taken by Harry N. Dillon, long-time church member.





Left: 2015 photograph of Major F. Gates (grew up in house) and his son Phil Gates on the steps of Tarpley House.

Author's Sources:

Booth, Arlyn

Cobblestone Landmarks of New York State by Shelgren, Lattin & Frasch

Dillon, Harry N. (deceased)

Crystal Lake/Cary-Grove Citizen

Crystal Lake Historical Society

A Field Guide to American Houses by Virginia & Lee McAlester

"A Girl of the Civil War," diary written by Martha Josephine Buck

"Free School Law of 1855" written by Addison M. Shelton-University of Illinois

Gates, Major F.

Hall, Nancy Gates

The Herald newspapers (both Nunda and Crystal Lake

History Book of McHenry County (1885 & 1968)

History of the Episcopal Church in Crystal Lake (1873 to present)

Library of Congress Maps (1862 & 1872)

The McHenry Plaindealer newspaper

McHenry County Recorder Office

McHenry County Historical Society

Pearson, Kurt

Pictorial History Book of Crystal Lake, IL by Heisler, Riegler &Smith

Remembering Those Who Served

Sanborn Fire Insurance Maps (1936 & 1955)

State of Illinois General Assembly Archives.

Thennes, Mary

Woodstock Sentinel newspaper

ATTACHMENT B

LAWS

OF

Illinois Delegation in Congress

THE STATE OF ILLINOIS, 1850

PASSED BY

THE FOURTEENTH GENERAL ASSEMBLY,

AT

THEIR REGULAR SESSION,

BEGAN

And held at Springfield, December 2nd, 1844.

3 1129 00018 4622

PUBLISHED BY AUTHORITY.

7332306

SPRINGFIELD:
WALTERS & WEBER, PUBLIC PRINTERS.
1845.

...ever in the opinion of the General Assembly the public good shall require the same. ...may be altered, amended or repealed, ...have parted with his stock, ...shall continue

SEC. 21. This act shall be deemed and taken as a public act, and all copies thereof printed by or under the direction of the General Assembly of this State, shall be received in all courts and places whatsoever in said State, as sufficient evidence thereof, without further proof.

APPROVED, January 21, 1845.

In force, Feb. 25, 1845.

AN ACT to incorporate the Crystal Lake Academy in McHenry county.

Cert'n persons created a body politic.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly*, That Benjamin Douglass, J. T. Pierson, M. F. Erwin, Franklin Wallace, S. C. Brown, J. H. Johnson, Benjamin Crandall, Christopher Walkup, John W. Salisbury, Wm. M. Jackson, Peter W. Dickey, Wm. M. Holcomb, Joseph S. Blevin, be, and they are hereby constituted a body politic and corporate, to be known by the name

Name & style.

and style of "the Trustees of the Crystal Lake Academy," and by that name shall have perpetual succession, and a common seal, with power to change it at pleasure, and as such, shall be authorised to exercise all powers and privileges that are enjoyed by the trustees of any academy or university in this State, not herein limited or otherwise restricted.

First meeting.

SEC. 2. That the said trustees, or a majority of them shall hold their first stated meeting at the town of Crystal Lake in the county of McHenry, on the second Monday of March next, or as soon thereafter as may be convenient, and they, or a majority of them, shall as soon as they think proper, fix

Location.

upon a permanent location for said Academy, within one-half mile of the said town of Crystal Lake, and proceed to erect a building or buildings thereon as soon as convenient, and the interest of said institution may require.

May hold property.

SEC. 3. The said trustees or their successors by the name of the trustees of Crystal Lake Academy shall be capable in law to purchase, receive, and hold to themselves and successors, for the use and benefit of said institution, any lands, tenements not exceeding five hundred acres, or rents, goods and chattels of what kind soever, which shall be given or devised to, or purchased by them for the use of said Academy; *Pro-*

Proviso.

vided, The same shall not exceed fifty thousand dollars.

SEC. 4. The said trustees by the name aforesaid, may sue and be sued, plead and be impleaded, in any court of law or equity in this State. May sue, etc.

SEC. 5. In case a sufficient number of the members do not attend to constitute a board for the transaction of business at any meeting, those who do attend may adjourn to any day thereafter, or to the next stated meeting, and shall give ten days' previous notice thereof. May adjourn when no quorum is present.

SEC. 6. A majority of the members shall be a sufficient number to constitute a board for the transaction of all business for said Academy, except business connected with the finances of said institution, in which instance the concurrence of two-thirds of said board shall be necessary to transact business. Majority of members to constitute a board.

SEC. 7. The trustees shall have power from time to time, to establish such by-laws, rules, ordinances and regulations, not contrary to the constitution of the United States, the constitution and laws of this State, or the provisions of this charter, as they shall deem necessary for the government of said institution. Trustees to make by-laws.

SEC. 8. The trustees shall elect a president, treasurer and clerk, to their own body, and shall have power to hire the principal and such other inferior tutors as may be deemed necessary for the regulation of said institution. To elect president, etc.

SEC. 9. Upon the death, resignation, or legal disability of any of the trustees, president or other officers of the said institution, the board of trustees shall supply the vacancy by ballot. How vacancies supplied.

SEC. 10. The treasurer of said institution always and all other agents when required by the trustees, before entering upon the duties of their appointments, shall give bond for the security of the corporation in such penal sum and with such securities as the board of trustees shall approve, which bond shall run in the name of the trustees of said institution in their corporate capacity for the use of said institution; all process against said corporation shall be by summons, and service of the same shall be by leaving an attested copy with the treasurer of said institution, at least twenty days before the return day thereof. Treasurer, &c. to give bonds.

SEC. 11. No sectarian principle shall be taught by any of the professors, tutors, trustees, or any officer connected with said institution either in regard to religious or political tenets, to any of the students, and said institution shall be open to all denominations of christians, and any profession of religious or political faith, shall not be required of those who become students. Not sectarian.

SEC. 12. Any student who is idle or vicious, or whose moral character is bad, or for any other misdemeanor, may be suspended or expelled from said institution. Students may be suspended.

SEC. 13. The president and other officers of said institution, shall be subject to the direction of the board of trustees, and shall continue in office the term of four years. Term of office.

Power and duty of president

SEC. 14. The president of the board of trustees shall have power to call special meetings of said trustees, and it shall be his duty upon the request of three of them, to do the same, but upon any called meeting, ten days' notice shall be given by the president previous to the meeting.

General powers and duties of trustees defined.

SEC. 15. The trustees of the corporation shall have authority from time to time, to prescribe and regulate the course of studies to be pursued in said institution; to fix the rate of tuition, room rent, and other expenses connected thereto; to appoint instructors and such other officers and agents as shall or may be needed in managing the concerns of the institution; to define their powers, duties and employments; to fix their compensation; to displace or remove either of the instructors, officers and agents; to erect the necessary buildings; to purchase books, chemical, astronomical, philosophical and mathematical apparatus, and other suitable means for instruction; to make rules for the general management of the affairs of the institution, and the regulation of the conduct of the students; and to add, as the ability of the said corporation shall increase, and the interest of the community shall require, additional departments for the study of any or all of the liberal professions: *Provided, however*, That nothing herein contained shall authorize the establishment of a theological department in said institution.

Proviso.

When seat of a trustee deem'd vacated.

SEC. 16. If at any time a member of the board of trustees shall absent himself for three stated meetings successively, or demean himself in a disorderly manner, or for any other good cause made known to the board of trustees, his seat shall be deemed vacant, and said board shall elect another trustee in his place.

Term of trustees.

SEC. 17. The said board of trustees shall hold their office during the term of four years, and until their successors shall be duly elected.

When the term of board expires.

SEC. 18. The said board of trustees shall, in all cases when the term for which the board of trustees was elected expires, be elected by the stockholders of said institution, one share constituting a vote.

Trustees at all times accountable.

SEC. 19. The trustees of said institution shall at all times be accountable for their conduct in the management of the business aforesaid, to the Legislature of this State. This act to take effect and be in force from and after its passage.

SEC. 20. The instructors in said academy, shall in no event constitute a majority of the trustees.

SEC. 21. Nothing in this act shall be construed to prevent the Legislature repealing or modifying this charter, whenever the public good may require the same.

APPROVED, February 25, 1845.

APPENDIX A

Architect's Analysis

Landmarks Illinois

studiogwa

February 14, 2025

Brittany,

On Monday February 3, 2025, at your invitation, I had the opportunity to tour with you, the interior and exterior of the Tarpley-Gates House. I had been asked to take a tour of the structure to assess the buildings condition by Kendra Parzen of Landmarks, Illinois. The Reverend Scott Zaucha of St. Mary's Episcopal Church, the priest-in -charge of the parish, gave us access and led us throughout the interior of the building.

I am a licensed architect in Illinois and have been practicing as an architect for almost 50 years. Our firm is now known as Studio GWA. My area of expertise is evaluating historic structures and providing the knowledge and expertise to renovate, restore, and re-invent these type of structures. During my career, I have been involved in hundreds of renovation and restoration projects in 4 states. I have extensive knowledge of buildings built from the 1840's to the 1890's. We are called upon regularly to evaluate a building's structural condition and the type of construction used. Because of our knowledge of building materials from that era we can recognize problem areas from water infiltration or looking for visual issues that may indicate a structural problem of settlement or failure of a structural member.

Based upon my observations, the building appears to be in a very sound structural condition. The building is in absolutely no danger of harming anyone due to a structural failure. Any talk of its unsoundness is uninformed and only perpetuates an unfounded myth that because these buildings are old they need to be demolished. This building is structurally sound and worthy of being renovated for a new use.

The building has undergone a number of changes and additions that have altered the structure over the past 170 plus years. Those modifications reflect the changes the building has undergone in its uses. The modifications that have been made are reversable and shouldn't affect the structures eligibility for the National Register. The structure can easily be repurposed for a variety of potential uses.

From what I could see, the smaller Greek Revival structure appears to be the first structure built. The large ochre brick structure appears to have been built as an addition when the school came into being. The building's smaller and later additions on the north and east sides and the enclosed breezeway, could easily be removed and are not historic features. Since relocation appears to be the only option, it may require the two remaining structures to be moved separately. Discussion with the mover and what the final destination of the house will be, will determine if it needs to be split apart. It appears that the two remaining structures are independent of one another. The foundation material is a significant feature of the house and the material could be salvaged and repurposed in a new foundation.

It is my understanding that the Church would consider allowing the house to be moved rather than demolish it. I have been involved with the relocation of more than a dozen structures during my career. This building is definitely a candidate for relocation, if it cannot be retained in its original location. The cost of any move is determined by the selected site and the length of travel that will require tree trimming and the temporary disconnection of overhead utilities.

From our conversation, it is also my understanding that the Church has set a deadline of April 1 for taking action. Given that the building is in no danger of harming anyone, the date appears to be very arbitrary. The time needed to move a building is very time consuming and involves selecting a site, developing cost estimates, identifying potential uses, and identifying who and what the new ownership will be. This is a very significant structure that is historically important to the community of Crystal Lake. To deny a reasonable and responsible approach to repurpose this structure, given the time frame, and erroneous sense of urgency, is not a good outcome for the community.

Given the historical significance and importance of this structure and its very sound condition, the Church needs to consider the impact of such an irreversible decision of demolition. Disrespecting the architectural heritage of one's own community has consequences that can have a very negative impact on how an institution is viewed. Covid was quite the lesson on the importance of place to gather community for churches. The Tarpley-Gates House has the same importance to the whole community. The period the home was built in, its architectural style, and the impact Gates had on the community and the nation's architecture with his

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manufacturing of Terra Cotta is extremely important to preserve that legacy and connection to Crystal Lake.

As I stated to you after the tour, this structure could become eligible for the National Register. However, moving an historic structure is a very touchy subject to get listed. I spoke to Anthony Rubano with the Illinois Historic Preservation Agency. He stated that the Park Service needs to be involved early on in the discussion if you want to list the structure. Andrew Heckenkamp also needs to be involved from the State Preservation Agency. He oversees the National Register Nomination.

If a property is listed on the National Register there are significant financial incentives to assist in the renovation and restoration of the structure. These come in the form of Historic Tax Credits, 20% Federal and 25% from the State of Illinois, totaling 45% of a structures qualified rehabilitation expenses. These credits provide much needed equity to assist in the financing of any rehabilitation. Proceeds from the sale of the credits can net approximately 40% of a project's cost, that doesn't have to be raised or borrowed.

Finding a new owner for repurposing this structure can be with a private or public entity. I would like to point out the efforts made by the City of Woodstock in the revitalization of its Courthouse that we were involved in. The City created a for-profit LLC to take advantage of the Historic Tax Credits. It was a critical funding source to finance this very ambitious renovation. City leaders had a long term view of what such a project would mean to the Courthouse Square and the community. They respected its past, its historical impact, and its unique architectural structures that has defined the community's character. Our firm has an extensive knowledge of construction costs and what it takes to revitalize these structures. We have been involved with dozens of organizations, private owners, municipalities, and developers to re-purpose these structures for a sustainable future.

I would recommend that the following steps be considered in assisting your efforts to save the structure from demolition:

The April 1st deadline needs to be extended another 6 to 9 months. This would allow a reasonable time to assemble interested parties in becoming a new owner

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for the structure and finding a suitable site. I understand that some new sites are being looked into. Having driven around the surrounding neighborhoods after our tour, I became very concerned about the amount of utilities needing to be temporarily moved and number of trees needing to be trimmed that could add significant cost to a move.

The existing church property is very large with quite a bit of open space. Could the church be approached to sell a corner of their property to accommodate the relocation of the house. The move could be far less costly and it certainly would enhance the National Register nomination. Such a short move would enhance the project's financial feasibility.

It would be wise to begin developing more detailed costs the move will entail and the cost of renovating the structure. Improvements can be phased, but initial costs will include a new foundation, site improvements, and enclosing the open parts of the building that will be exposed with the removal of the small additions. Other phases would include the restoration work on the exterior and renovating the interior for a new use. Our firm could assist you in developing costs and a project proforma.

It would be essential to begin conversation with Andrew Heckenkamp, with the Illinois Preservation Agency, and the National Park Service regarding a National Register Nomination and expressing what your intent is.

I would recommend that the City be asked to get involved in assisting you with the site selection process, possible acquisition, partnering, and anything to help move the project forward.

I hope my observations can be helpful in saving and repurposing this significant historic structure. The building has great potential to be a very special place. It's a tremendous amount of work to save structures such as these for future generations to marvel at. It's worth the effort. If you have any questions, please feel free to call me on my cell at 815-985-1012.

Sincerely,

Gary W. Anderson, Architect, AIA
Founder, Studio GWA

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APPENDIX B

Engineering / Structural Analysis

Landmarks Illinois

Wiss, Janney, Elstner Associates, Inc.
10 South LaSalle Street, Suite 2600
Chicago, Illinois 60603
312.372.0555 tel
www.wje.com

April 30, 2025

Kendra Parzen
Advocacy Manager
Landmarks Illinois
30 North Michigan Avenue
Suite 2020
Chicago, Illinois 60602

Tarpley Gates House
Building Condition Assessment
WJE No. 2025.2292

Dear Ms. Parzen:

At the request of Landmarks Illinois (Landmarks), on behalf of St. Mary's Episcopal Church (St. Mary's), Wiss, Janney, Elstner Associates, Inc. (WJE) has performed a building condition assessment at the Tarpley Gates House located at 210 McHenry Avenue in Crystal Lake, Illinois. The purpose of this assessment was to evaluate the general condition of the existing structure, evaluate whether any potentially hazardous conditions exist, and provide a preliminary review of the feasibility of relocating the building.

Background

The Tarpley Gates House was originally constructed as the Crystal Lake Academy building circa 1852 by Andrew Jackson Simons. The current building consists of two masonry structures that are joined by a party wall, with smaller additions to the east and north sides of the structure. The smaller masonry structure (Figure 1) is consistent with a Greek Revival design and is likely the 1852 construction, and the larger structure that is consistent with a Federalist design (Figure 2) appears to have been constructed shortly afterwards. For the purposes of this report, the larger structure will be referred to as the 1870s addition. Both of these structures include cobblestone masonry foundations, with multi-wythe brick masonry exterior walls and wood framed roofs. Wood framed windows are set in punched openings, with limestone window sills. The Greek Revival "original" building includes wood lintels over doors and windows, while the 1870s addition includes stone lintels. The primary entrances to both buildings are located on the south facade. Both buildings have low-slope gable roofs with asphalt shingles and decorative painted wood cornices, fascia, and soffits. The north and east additions were constructed in the 1960s and are clad with a combination of painted face brick and wood siding. The north addition has a full basement and sits on a concrete masonry foundation, and the east addition appears to have an inaccessible crawlspace. Overall views of the building are included in Figure 1 through Figure 4.

St. Mary's is considering demolition due to the cost of rehabilitation of the building to a new use. St. Mary's and representatives of the City of Crystal Lake have also considered relocating the house to an off-site location. Landmarks Illinois, on behalf of the building owner, St. Mary's, requested that WJE perform a building condition assessment to evaluate whether the house is structurally stable and generally

salvageable, to determine whether any potentially hazardous conditions exist, and to provide general feedback on the feasibility of relocation.

Document Review

Landmarks provided WJE with the following documents pertaining to the Tarpley Gates House. WJE performed a cursory review of these documents to familiarize ourselves with the building's construction and maintenance history and current concerns.

- *City of Crystal Lake Landmark Designation Application*.
- *Crystal Lake Academy Building History* document, undated. The document is an attachment to the City of Crystal Lake Landmark Designation Application form, and includes a history of the Crystal Lake Academy, its unique construction methods by builder Andrew Jackson Simons, the Gates Family, and other owners of the house prior to its ownership by St. Mary's Episcopal Church.
- Letter prepared for St. Mary's Episcopal Church by the Law Offices of Zukowski, Rogers, Flood, & McArdle, dated October 30, 2024. The letter states that the building is dangerous to the public, and that there is an urgent need for demolition. The letter also states that rehabilitation of the building would divert funds from the Church's community based programming. The letter includes several exhibits, including an unsigned Assessment Report, dated September 11, 2010, and various materials testing, abatement, and air monitoring reports prepared by JMS Environmental Associates, Ltd. in 2023 and 2024.
- *Tarpley Gates House* Letter prepared by Studio GWA, dated February 14, 2025. The letter states that the building is in structurally sound condition, and that relocation of the building would present significant cost and logistical challenges.

Interviews

During our site visit on April 10, 2025, Amanda Marshall and Timothy Crowe of WJE met with Reverend Scott Zaucha of St. Mary's, and Ms. Kathryn Cowlin and Ms. Liz Maxwell of the City of Crystal Lake to discuss the maintenance history, enclosure and structural concerns, and conceptual plans for relocation of the Tarpley Gates House. Reverend Scott reported that the building was most recently used as meeting space for support groups, however use stopped in October 2023 due to concerns for public safety. The building has not been heated since October 2023.

Reverend Scott stated that St. Mary's primary mission is to serve the community, and that directing financial resources to community-based programs is their principal priority. Reverend Scott also noted that the cost to perform a comprehensive restoration project per the recommendations and cost outlined in the 2010 assessment report (and adjusted for inflation to 2025 dollars), in addition to modifications to make the building ADA accessible and compliant with fire and life safety code, is beyond St. Mary's financial capacity. The parish has considered relocation of the building to an off-site location in lieu of demolition.

Ms. Kathryn Cowlin stated that a vacant lot approximately one block north of the current site has been identified as a prospective site for relocation of the building (see Figure 5 for a site plan with the proposed location).

Observations

WJE's assessment was limited to a visual examination of the 1852 and 1870s building structures from selected accessible interior locations. Our assessment also included a visual review of the exterior facades, windows, and roofs from grade and accessible exterior spaces. Interior access was provided by Reverend Scott Zaucha. Pertinent observations from our site visit are included below.

Building Structure

1. The exterior perimeter walls of the 1852 and 1870s structures are multi-wythe load-bearing masonry walls with full header courses every seventh course. The masonry walls at the 1852 building are estimated to be 9-inches (2-wythes) thick at the first floor level, and the walls at the 1870s addition are estimated to be 13-inches (3-wythes) thick at the first floor level. Punched window and door openings at the original building include painted wood lintels, with stone lintels at the addition.
2. The historic cobblestone foundation at both the original and addition buildings is in sound condition and does not exhibit signs of significant settlement (Figure 6 through Figure 8). However, significant mortar erosion and washout was observed on the interior face of the 1852 structure (Figure 10). The area shown in Figure 10 is located near a downspout on the exterior (Figure 11).
3. A concrete bulkhead approximately 4-feet high was installed along the perimeter of the foundation wall in the basement of the 1870s addition. This appears to be a stabilization measure that had been added in the past, and was observed to be in serviceable condition (Figure 9).
4. Two small voids in the foundation wall were observed that may be vulnerable to rodents:
    a. One void in the south cobblestone wall of the addition, adjacent to the basement window.
    b. One void in the north wall, where the 1960's addition interfaces with the 1870s addition (Figure 12 and Figure 13).
5. The 1870s basement construction includes a series of 12-inch by 12-inch interior masonry columns that support the wood framed structure above, along with the perimeter foundation walls.
6. The exposed portions of the wood first floor framing for both the original building and the 1870s addition are in fair condition and no evidence of decay or insect damage was observed.
7. The 1870s addition attic was accessible during our assessment. The roof framing consists of 2x6 framing with plywood sheathing over the original plank roof deck. The framing members were observed to be performing well where exposed, and the ridge lines are in proper alignment with no recognizable sag observed (Figure 14).
8. Evidence of prior structural remediation work was visually apparent within the attic and second floor level of the 1870s addition (Figure 15). Steel beams observed within the attic floor level provide support for steel tie-rods that extend through the partitions below and appear to provide support for the second-floor framing below. One of the rods is exposed in a room at the second-floor level on the east side of the 1870s addition. The steel reinforcing appeared to be in serviceable condition but may require a more detailed examination as part of a renovation effort.

Interior

9. The interior plaster wall and ceiling finishes are generally intact throughout a majority of the building (Figure 16 and Figure 17). Isolated areas of plaster deterioration, including water staining, cracking, and missing areas of plaster were observed, particularly on the second floor of the original building and 1870s addition (Figure 18). No significant evidence of active water infiltration was observed.
10. The floor finishes throughout the building consist of a combination of wood, carpet, and tile. Numerous portions of the flooring have been covered with plywood, and the floor finish has been removed in several rooms. Small holes in the subfloor were noted in portions of the first floor of the original building, which may present a tripping hazard if left uncovered (Figure 19).

Roof

11. Both the original and 1870s addition buildings have asphalt shingle roofs with painted wood cornice, fascia and soffits, and sheet metal gutters and downspouts. The asphalt shingle roofing was reportedly installed approximately 25 years ago on both portions of the building.
    a. The shingles are in fair condition throughout the field of the roof (Figure 20).
    b. Flashing deficiencies and areas of apparent maintenance needs were observed at the chimney apron flashing on the west side of the addition roof (Figure 21). This location corresponds to the water staining and plaster damage observed on the second floor of the 1870s addition and should be repaired.
    c. The painted wood elements at the cornice, fascia, and soffit exhibit peeling paint and isolated areas of separation between sections of wood (Figure 22). Wood deterioration was noted at certain locations, including the north side of the original building roof, and the south and west sides of the 1870s addition roof (Figure 23). The majority of the wood trim elements are in good condition and can be salvaged with proper repairs.

Building Facades

12. The multi-wythe masonry exterior walls at both the 1852 and 1870s buildings are in overall good condition with the exception of isolated locations as noted below.
    a. Cracked and eroded mortar joints were noted at isolated locations (Figure 24). There is no immediate need for repointing.
    b. Eroded brick and mortar was noted below the chimney on the west facade of the 1870s addition, where suspected flashing problems may have contributed to staining of the interior plaster (see Figure 21). Spot masonry repairs would be appropriate to address this deterioration.
13. The double-hung, casement, and awning windows throughout the 1852 and 1870s construction are typically wood-framed with wood sash and single-pane glazing. The 1852 construction includes some wood-framed storm windows which are in fair condition and can likely be restored. The 1870s construction has been retrofitted with aluminum storm windows over the wood framed double hung windows. The storms are in fair to poor condition. The wood windows are in serviceable condition, but are in need of restoration and painting work. Typical window conditions include:

a. Peeling paint on the sash and frame components and deteriorated glazing putty were noted at a majority of the windows, and cracked glass lites were noted at select window locations (Figure 25).
b. One south facade sash on the second floor of the 1870s addition is displaced from the frame (Figure 26). The window has an exterior storm window.
c. The attic window on the north facade of the 1870s addition is missing one glazing lite, and the sash is out of square (Figure 27).

1960s Additions

14. The north addition includes a concrete masonry unit (CMU) foundation with CMU exterior walls and painted brick veneer and includes a full basement that is separate from the basement at the remainder of the building. A large wall opening was created on the north wall of the 1870s construction to accommodate the north addition. This addition expands the first floor space within the main ground floor room.
15. Damp and musty conditions were apparent within the basement level of the north addition. Isolated areas of dark staining, or apparent biological growth was also present. Reverend Scott reported that the basement does not get water every year, but that it has experienced moisture seepage after periods of heavy rain (Figure 28).
16. The east addition includes a concrete foundation and appears to have an inaccessible crawlspace, and the exterior walls are clad with painted wood siding. The east addition transitions to the enclosed breezeway that joins the Tarpley Gates House with the neighboring St. Mary's building (Figure 29). The east addition is generally in serviceable condition. Peeling paint was observed at the exterior wood elements, and one wood framed storm window is displaced.
17. The 1960s additions include an asphalt shingle roof on the north addition, and a single-ply membrane on the low-slope east addition roof. Both roofs over the 1960s additions appear to be in serviceable condition.

Relocation Considerations

We understand that St. Mary's has considered relocation of the Tarpley Gates House to an off-site location, and that the City of Crystal Lake has identified a prospective location approximately one block north of the current site (see Figure 5). During our walkthrough, Reverend Scott pointed out that the area immediately northeast of St. Mary's and the Tarpley Gates House is a cemetery and cannot be disturbed as part of a potential relocation effort. Additional site conditions include the paved parking area immediately northwest of the building, as well as numerous powerlines and mature trees on both McHenry Avenue and Church Street. This tight configuration creates significant obstacles for underpinning, lifting, and relocation of the structure. Upon completion of any relocation effort, extensive damage to the site should be anticipated, and the disposition of the damaged and abandoned foundation system will also result in an impairment to the site for any future development unless it is fully removed.

The building geometry and footprint are likely too large to allow the building to be relocated in one piece. The phased construction of the structure has created natural points where the house could be separated into sections that may be more practical to relocate. However, prior structural alterations to the building,

including the steel support system added in the attic and the large opening created at the north exterior wall of the 1870s addition may complicate these efforts. It will be necessary to provide stabilization, temporary bracing, and/or structural reinforcing of the building components to enable the building sections to be separated and relocated. As part of this work, it also is anticipated that portions of the historic masonry walls will need to be carefully rebuilt to separate and then rejoin the building sections on a new site and foundation.

The cobblestone foundation systems would not be practical for relocation; however, portions of the foundations may be considered for salvage and reconstruction. Assuming that only the two older portions (1852 and 1870s) of the Tarpley Gates House would be considered for a move, substantial portions of the north and east facades of the 1870s addition will require reconstruction where the 1960s additions had been constructed.

Conclusions and Recommendations

Based on review, the Tarpley Gates House is in structurally sound condition, and can be rehabilitated with a prioritized, phased repair approach that can be performed over a number of years to minimize the burden of up-front costs. Repairing the isolated voids in the 1870s addition foundation wall and repointing the areas of mortar erosion on the interior side of the 1852 building foundation wall should be considered to mitigate potential water infiltration or rodent issues, however these conditions do not otherwise present an imminent structural problem. Consider installing downspout extensions to direct water away from the building at grade to mitigate further erosion of the mortar joints between cobblestones. General damp conditions in the basement can be improved by introducing a ventilation system to allow air flow in a space that is otherwise inclined to incidental moisture.

Interior plaster and floors throughout the building can generally be repaired on an as-needed basis as space-specific needs are identified for future use. In the interim, holes in the subfloor should be covered to reduce tripping hazards. Introduction of conditioned air would extend the service life of the existing intact plaster and wood finishes by reducing exposure to ambient moisture and extreme temperatures.

Although the roof is reportedly 25 years old, it is generally in fair condition. We did not observe any indication of failure, widespread water leakage, or sagging of the roof or roof framing. Compromised flashing at the chimney on the west side of the 1870s roof appears to be contributing to prior water infiltration at the second floor classroom space and to the deterioration of the cornice and fascia near the adjacent gutter. Repairs to address the chimney flashing and other potential roof deficiencies in the near term are warranted to mitigate further deterioration of the interior finishes and of the adjacent masonry and exterior wood components. A full roof replacement should be anticipated within the next ten years and should include proper underlayment, flashings, and replacement of gutters and downspouts with proper leaf guards and adequate downspout extensions to direct water away from the foundation. The cornice, fascia and soffits can be repainted as part of a larger restoration project, during which areas of deteriorated wood can be repaired or replaced. In the near term, areas with wide separation or more significant deterioration should be prioritized for repair to reduce the likelihood of water infiltration.

The building facades are in fair condition. Isolated cracked mortar joints and eroded brick can be repaired as part of a future facade maintenance program. Comprehensive restoration of the windows to address peeling

paint, deteriorated glazing putty, and cracked glazing lites, as well as the potential introduction of weather stripping to improve thermal performance, may be included in a future facade repair program but are not immediate needs. In the near term, securing the displaced second floor sash and installing temporary glazing in the attic window would be prudent to mitigate water infiltration and possible animal entry.

As previously noted, the building is structurally stable and in overall good condition for its age. Relocating the building would be very disruptive to the structure and to the property. A relocation effort would likely necessitate that the structures be separated into two or more portions, which would be expected to further increase the risk of damage. Based on our cursory review of the site restrictions, selected tree removal and relocation of powerlines would be anticipated; the parking area to the west of the building and adjacent lawn areas would also likely be disrupted; and extensive landscape and pavement restoration services will be needed after the house and foundation have been removed. A relocation effort would also need to address the exterior facade and egress passages of the adjacent St. Mary's building where it joins the Tarpley Gates House via the breezeway.

The most practical path forward regarding the Tarpley Gates House would be to restore it in place. The extent of disruption to the building and associated stabilization and strengthening efforts that are needed to complete a relocation effort would likely be quite costly, result in greater repair needs for the relocated structure, and result in significant loss of historic fabric in the process.

Closing

The existing building serves as an outstanding opportunity for St. Mary's to promote community outreach and support for retaining part of the Crystal Lake community's heritage. The building is in good condition, which serves as a testament to the builders that constructed it. With proper restoration and minimal exterior enhancements, the charm and character of this important building's value will be even more recognizable.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Sarah Van Domelen
Associate Principal and Project Manager



Timothy Crowe
Associate Principal, SE, RA, FAPT



Amanda Marshall
Associate III

Figures



Figure 1. Overall view of the south facade of the original (1852) building



Figure 2. Overall view of the south facade of the addition (1870s) building



Figure 3. Overall view of the north and west facades, note the north 1960s addition at far left



Figure 4. Overall view of the north and east facades, note the two one-story 1960s additions

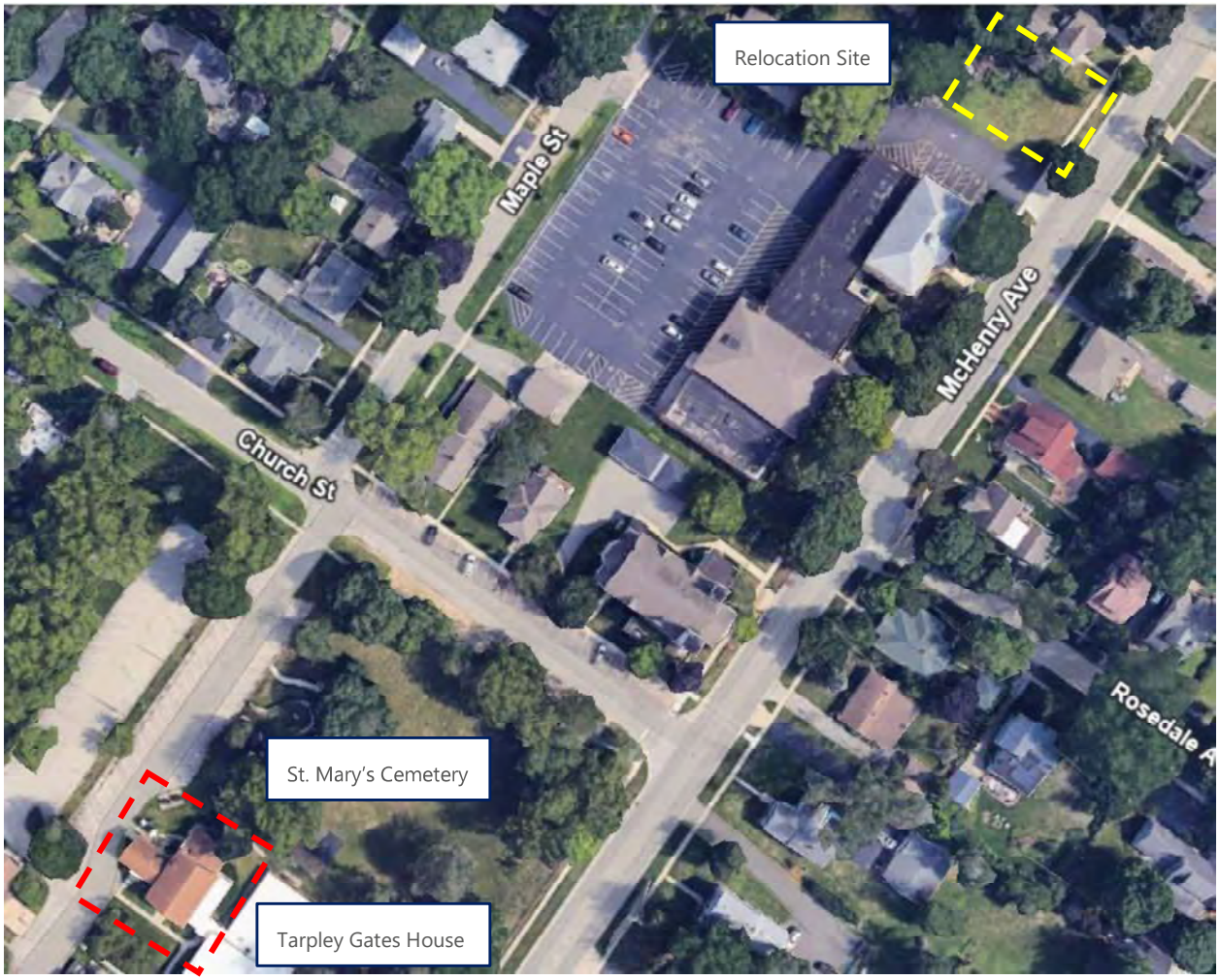


Figure 5. Aerial view (courtesy of Google Earth); north is to the top of the image. The current Tarpley Gates House site is dashed in red at the lower left of the image, and the proposed relocation site is dashed in yellow at the upper right. Note the location of the St. Mary's Cemetery immediately northeast of the current site, as well as the paved parking lot to the northwest



Figure 6. Cobblestone foundation at 1852 building



Figure 7. Cobblestone foundation at 1870s building



Figure 8. Partial view of foundation wall and floor framing in 1852 building basement



Figure 9. Partial view of foundation wall, bulkhead, and floor framing in 1870s building basement



Figure 10. Eroded mortar on interior face of 1852 building cobblestone foundation



Figure 11. Downspouts and grade adjacent to 1852 and 1870s buildings



Figure 12. Void foundation wall at 1870s addition



Figure 13. View of void from the exterior

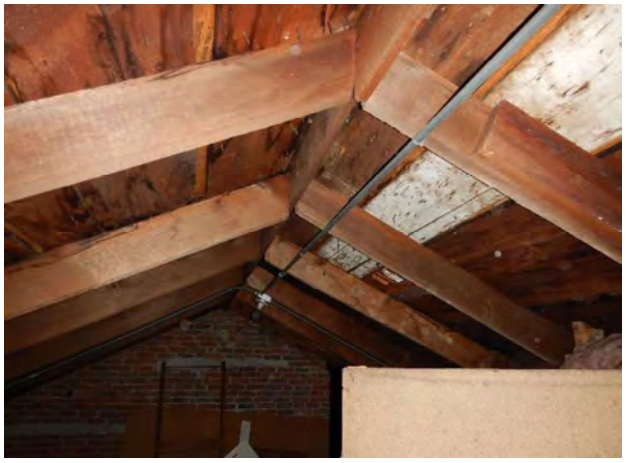


Figure 14. Partial view of 1870s addition roof framing



Figure 15. Steel beam in 1870s addition attic



Figure 16. Typical interior finishes



Figure 17. Typical interior finishes



Figure 18. Deteriorated plaster at older water leak near 1870s addition chimney



Figure 19. Hole in subfloor in 1852 construction



Figure 20. Overall view of shingle roof



Figure 21. Deterioration below 1870s chimney flashing



Figure 22. Typical peeling paint at exterior wood elements



Figure 23. Deteriorated wood at cornice

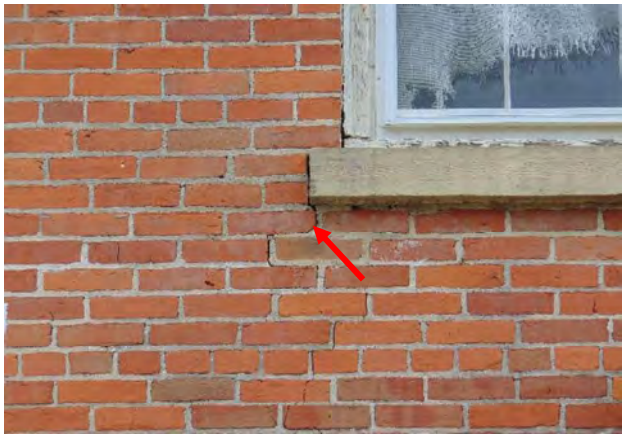


Figure 24. Cracked mortar joints



Figure 25. Typical peeling paint and glazing putty deterioration. Note the cracked lite



Figure 26. Displaced sash in 1870s addition



Figure 27. Missing lite and out of square sash at 1870s addition attic window



Figure 28. Basement of the north 1960s addition



Figure 29. East 1960s addition and breezeway

APPENDIX C

Support Letters

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People Saving Places for People

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Stacy Grundy, PhD
Evan Jahn, LEED AP
Cheryl Johnson
Jayne Lourash
Zeb McLaurin
Jackie Montesdeoca
Brad Mulay
Jeffrey Pezza
Sara Phalen
Steve Schneider
Diana Shott
Martin C. Tangora*
Judy Tighe

**Life Director*

CHAIRMAN EMERITUS
Richard A. Miller

30 N. Michigan Ave.
Suite 2020
Chicago, IL 60602
www.Landmarks.org

July 10, 2025 (VIA EMAIL)

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

RE: 210 McHenry Avenue (Crystal Lake Academy Building)

Councilmembers:

On behalf of Landmark Illinois, I am writing to express our strong support for the preservation of the Crystal Lake Academy Building, also referred to as the Tarpley-Gates House, at 210 McHenry Avenue. Founded in 1971, Landmarks Illinois is a statewide nonprofit organization helping people advocate for the historic places that define their communities.

We entirely support the Crystal Lake Historic Preservation Commission's finding that the Crystal Lake Academy Building is deserving of landmark status. Early settlement buildings like the Crystal Lake Academy are increasingly rare resources. Among the oldest remaining buildings in Crystal Lake, the building's first life was as the Crystal Lake Academy, educating the children of early Crystal Lake families. It was then converted to the private home of prominent Crystal Lake citizens including William D. Gates, whose American Terra Cotta Tile and Ceramic Company was essential to the Prairie School design movement. It later served St. Mary's Episcopal Church as a Sunday School and venue for other church activities. In its many years of service, this building has demonstrated endurance and adaptability that deserve to be recognized and protected through formal landmark designation.

On February 3, 2025, Landmarks Illinois arranged for architect Gary Anderson of Studio GWA to visit the Crystal Lake Academy Building. On April 10, we arranged an additional assessment by WJE, whose team included a structural engineer. Both assessments determined that the Tarpley-Gates House is in sound condition. We extend our thanks to Scott Zaucha of St. Mary's Episcopal Church for granting us access to the building for these assessments.

We urge the City Council to confirm landmark status for this building and to commit Crystal Lake to work with St. Mary's Episcopal Church and other interested local parties to find a solution that both preserves this important piece of Crystal Lake's history and puts it back into active use. Landmarks Illinois has already placed the resources of our organization behind the preservation of this building through the two assessments that I described above, and we stand ready to continue providing expertise and resources to this effort. Thank you for considering our comments.

Sincerely,

Kendra Parzen
Advocacy Manager

CRYSTAL LAKE
HISTORICAL SOCIETY

October 23, 2024

City of Crystal Lake
Historic Preservation Commission
c/o Elizabeth Maxwell
100 W. Woodstock Street
Crystal Lake, IL 60014

Dear Members of the Historic Preservation Commission,

The Crystal Lake Historical Society wishes to thank you for your ongoing efforts to preserve historic structures throughout our community. Through your educational trolley tours and landmark protection program, our community continues to appreciate and preserve its historic properties. The partnership of our organizations has benefited the quality of life for residents of Crystal Lake.

The Crystal Lake Academy Building (also known as Tarpley House) is a significant historic property which the Crystal Lake Historical Society feels must be saved! The builder was Andrew Jackson Simons, who brought his cobblestone trade from New York State to Crystal Lake. This rare method of construction is showcased on the foundation of the Crystal Lake Academy Building. Before retiring from the Crystal Lake Park District, I was deeply involved in restoration efforts at the Colonel Palmer House for more than twenty years and I understand the irreplaceable nature of the construction materials used by Simons. Like the Colonel Palmer House, which is the home of the Society, the walls of the Academy were constructed with red bricks believed to have been made of local clay at a factory north of town. The bricks and cobblestone foundation of the Crystal Lake Academy Building cannot be duplicated by modern masonry manufacturers.

P.O. Box 1151 • Crystal Lake, IL 60039-1151 • Phone: (815) 455-1151
Website: www.cl-hs.org • Email: info@cl-hs.org

In addition to its rare building style, the Crystal Lake Academy Building is closely associated with many significant historic events and people. Its original purpose was to educate young people of our community. Graduates of the Academy went on to become doctors, lawyers, judges and even a governor! As a private residence, the building is closely associated with the Gates family. One of Crystal Lake's most famous citizens, William Day Gates, grew up in the house. Gates later started the American Terra Cotta and Ceramic Co. which manufactured architectural terra cotta and Teco pottery. Building examples with American Terra Cotta are found across the country including the Wrigley Building in Chicago and the Yerkes Observatory in Williams Bay, WI. Teco pottery is highly collectable, commanding an impressive price for even a small vase.

Maintaining and restoring an historic building requires a commitment of time and treasure. The current owner of the property, St. Mary's Episcopal Church is a small congregation that is unable to do this on their own. The Academy building must be saved and the community must step-up to assist. Cooperative partnerships for raising funds and finding a good use of the building could be developed, creating a win-win situation for the church and the community.

Future use for the Crystal Lake Academy Building can only happen if it is landmarked and preserved. Crystal Lake has precious few buildings that are 170+ years old and those that remain must be protected for future generations.

Sincerely,

Ann Viger, Vice President
Crystal Lake Historical Society

P: 815-923-2257 F:815-923-2271

• McHenry • County • Historical • Society •

An Illinois, Not For Profit Corporation

6422 Main Street P.O. Box 434, Union, Illinois 60180

October 9, 2024

Historic Preservation Commission
c/o Elizabeth Maxwell
City of Crystal Lake
100 W. Woodstock St.
Crystal Lake, Illinois 60014.

Dear Ms. Maxwell and the Crystal Lake Preservation Commission,

As members of the McHenry County Historical Society's Historic Sites Committee we would like to support the land mark application for the historic Gates House on McHenry Avenue.

All effort must be made to save and keep this architecturally distinguished Greek Revival building. It has survived intact, for nearly 175 years and has seen many generations come and go. It has had guests, the likes of The Crystal Lake Academy, The Simon Gates family, (whose son founded American Tera Cotta), and today, St. Mary's Church.

This proud building has done its work steadfastly all these years. Now we, the community, must work to save it. It has been said about old buildings that they "*are not ours. They belong, partly to those who built them, and partly to the generations of mankind who are to follow us. . . . That which they labored for . . . we have no right to obliterate . . . what other men gave their strength and wealth, and life to accomplish, their right over it does not pass away . . .*" John Ruskin, 1849.

In 1941, as bombs rained down on London, Winston Churchill thought of the many historical buildings randomly being destroyed and the power these buildings had in shaping his people. He said; "*We shape our buildings; thereafter they shape us*". Mr. Churchill did not have a choice in the demolition of his country's structures.

We are lucky, we have a choice.

Respectfully submitted,

Paula Rieghns,
As representative of the
McHenry County Historical Society's
Historic Sites Committee

[redacted]
Crystal Lake, Il.
October 9, 2024

To The Commissioners of the Preservation Commission:

On behalf of the Board of Directors of the McHenry County Historical Society I am writing in support of the application co-sponsored by Jim Heisler and Diana Kenney to grant landmark status to the building currently known as Tarpley House. This ca. 1850 Greek Revival structure is without question one of the most historic buildings in McHenry County. Originally the home of the Crystal Lake Academy, it later became the residence of the Gates family, founders of the renowned American Terra Cotta Company.

As the author of *Historic County Schools of McHenry County, Illinois,* I can also testify to the significance of the Academy which pre-dated Illinois' first public education law of 1855. This may be one of the last remaining such structures in the state.

Tarpley House has stood as a silent witness to generations of change in Crystal Lake and the surrounding area. It was prominently pictured in the 1872 McHenry County Atlas when it was already 20 years old. While we almost always respect the rights of the property owner, we must not allow this historic structure to be lost to our city. It can continue to inspire, and remind us, of a different time and pace of life in our area's past. Tarpley House is deserving of landmark status.

Sincerely,

Robert W. Frenz

Robert W. Frenz
President, MCHS
[redacted]

Elizabeth Maxwell AICP

From: Sarah J Gates [redacted]
Sent: Wednesday, October 30, 2024 7:50 PM
To: Elizabeth Maxwell AICP
Subject: Re Gates family home aka CL Academy Building/Tarpley House

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

Dear Elizabeth Maxwell,

I believe you are the liaison between the Crystal Lake City Planning Dept and the local Historic Preservation Commission and historical societies. I am writing in regard to my paternal family home, now called the Tarpley House. As you know it was purchased in 1860 by Simon Sumner Gates (my great great grandfather) and amazingly enough, later owned by paternal grandmother's parents, Frederick B. and Lilian O. Mathis (1920).

I have recently retired from the Fine Arts Museums of San Francisco where I've been employed for almost 40 years as an art conservator. In addition, I am a California native and consequently am familiar with environments that are unlucky to not have historic architecture. These facts, combined with my family's connection to Teco, make me very familiar with the importance of historic preservation for the cultural enrichment of our country and of the American people. I can think of no quicker way for a person to grasp the passing of time, and of different lifestyles, than to see remnants from past centuries. If one cannot travel to older cultures, then preserving out historic structures is the surest way of providing this education.

I'd like to add my voice to the others that have protested the proposed destruction of the house - it has so much to offer the community and indeed, visitors to the mid-west.

Yours sincerely,

Sarah Gates
[redacted]
Pacifica, CA 94044
[redacted]

Dear Historic Preservation Commission and Crystal Lake City Council,

We, the undersigned residents of Crystal Lake, are writing to express our strong support for the preservation of the CL Academy Building / Tarpley House. This historic building, with its distinctive cobblestone and brick construction, along with its Greek Revival components and Federalist characteristics is a significant landmark in our community and a testament to the architectural heritage of Crystal Lake.

Andrew Jackson Simons, built this cobblestone house as well as the National Registered Colonial Palmer house, demonstrating his exceptional craftsmanship. These buildings stand as a symbol of our town's history and reflect the architectural trends of its time.

We understand that St. Mary's Episcopal Church may face challenges in maintaining this historic property. However, we believe that the preservation of such a significant landmark is a collective responsibility. We urge the city and the community to explore various options, such as fundraising campaigns, grants, or partnerships with historical preservation organizations, to secure the necessary resources for its restoration and upkeep.

By preserving the CL Academy Building / Tarpley House, we can not only honor our past but also enrich our community's future. This building has the potential to become a cultural hub, hosting educational programs, exhibitions, and community events.

We implore you to consider the historical and cultural value of the CL Academy Building / Tarpley House and take the necessary steps to ensure its preservation for generations to come.

Sincerely,
Becky and Jim Long
[redacted]Crystal Lake
[redacted]

Subject: Designation of Crystal Lake Academy as a Historic Landmark

To Whom It May Concern,

I support the application to designate the Crystal Lake Academy, located at 210 McHenry Avenue, as a historic landmark. This historic building, constructed circa 1853, is a significant part of Crystal Lake's heritage and a testament to the architectural and historical significance of the area.

Key Features and Historical Significance:

1. **Architectural Significance:**
    - **Unique Construction:** The Academy building showcases the rare and skillful use of cobblestone construction, a technique brought to the region by Andrew Jackson Simons.
    - **Preservation of Original Features:** Many original elements, including the exterior brick, windows, limestone sills and lintels, and foundation, remain intact.
    - **Historic Iron Fence:** The property's eastern boundary is marked by an historic iron fence dating back to 1883.

2. **Historical Significance:**
    - **Educational Institution:** The Academy served as an important educational institution for the community's early settlers, including prominent families like the Crandalls, Beardsleys, Piersons, and Walkups.
    - **Community Hub:** The building has been a vital part of the community for over a century, hosting various activities such as debating societies, literary societies, and church functions.
    - **Notable Owners:** The property has been owned by significant figures in the community, including Simon S. Gates, H.T. Jones, and Frederick B. Mathis.

Preservation and Future Use:

The designation of the Crystal Lake Academy as a historic landmark will ensure the preservation of this significant building and its continued contribution to the community. By recognizing its historical and architectural importance, we can work together to restore and repurpose the building for future generations.

I respectfully request that you consider the application presented and designate the Crystal Lake Academy as a historic landmark.

Sincerely,

Lisa Solak

To the Crystal Lake City Council Members,

I urge you to respect the recent unanimous decision of the HPC by granting landmark status to the CL Academy building.

I am grateful that Diana Kenney and Jim Heisler applied for landmark status for the CL Academy Building. Without this move the building may have been demolished without the average Crystal Lake citizen (like me) knowing about it.

I believe communities are increasingly valuing the historic feature and buildings in their communities. I have been in Crystal Lake since 1978 and was involved with the Polly Crandall Questers in its herculean efforts to protect the Dole Mansion for its future. Our 25-member organization stripped woodwork, held cookie sales, staged tours, and raised funds for major improvements. We kept the lights on until CL Legacy came in as a White Knight. The building, property, and history are now proudly touted by the city.

The Colonel Palmer House has a similar rough history. It was women with a zeal for historic preservation who worked on the building and also the application for inclusion on the National Register of Historic Places. At a certain point the Crystal Lake Park District took over the property and Colonel Palmer House is playing an important role in the cultural life of Crystal Lake.

Do you know which house walks are most popular? Not McMansions but older "historic" homes!

I was a a long-time member of Polly Crandall Questers. This organization plaqued a dozen houses from the 1980's until 1995 when the Crystal Lake Historic Preservation Commission was formed. I was on the committee that wrote the HP Commission Ordinance and served as its first chair for 5 years.

The Questers' plaqueing was honorary, without teeth, which is why the HPC is a valuable asset in actually protecting historic properties. The Historic Register has prestige; the local ordinance has power.

About the CL Academy Building—

It was plaqued in 1993 by the Polly Crandall Questers for the reasons that Diana Kenney explained most adequately in her research on the history of the building. Andrew Jackson Simons' story is certainly worth preserving though the physical presence of his buildings. The means of acquiring the cobblestones is part of the interesting saga of early home construction in our community.

(The house Simons built for himself after serving for four years in the Civil War has been demolished. I learned about this when I recently drove to its former sight on Rte 14. The story we had gleaned was that he had accumulated bricks for his future home but they had been pilfered during his absence. Still, he built his simple home with his signature cobblestone foundation. The last time I paid attention to the building it had been purchased and restored by an architect. I thought it was safe! I was living in Chicago for 20 years and missed this demolition.)

Sincerely,

Mary Thennes, [redacted]

Elizabeth Maxwell AICP

From: Julie Vollbrecht [redacted]
Sent: Thursday, November 7, 2024 4:34 PM
To: Elizabeth Maxwell AICP
Subject: Crystal Lake Academy Building

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

Hello Elizabeth,

My name is Julie Vollbrecht, I am the vice president at Ela Historical Society and Museum in Lake Zurich, Illinois. I have been with our museum since the early 1980's. Everyday I work on saving history so its not forgotten and can be shared with others. I want to give my support to save the Crystal Lake Academy building for all the rich history it brings and a structure that can be brought back to life for future generations to see. It takes a community and people that care to make things work, if they are given a chance. We are here to provide support, help restore what has been lost and give back to our communities. Please keep an open mind, Forget-Me-Not....Julie

Elizabeth Maxwell AICP

From: Jackie Harrington <[redacted]
Sent: Wednesday, November 13, 2024 1:26 PM
To: Elizabeth Maxwell AICP
Subject: Historic Building

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

Sent from my iPhone
As a resident of over 46 years….I feel this building is a precious reminder of the history of our perfect little town (not so little anymore). It needs to be saved for the children growing up in our community to see that real history can be found in their own town. It is important. It is the foundation and roots of Crystal Lake. What dreams the residents before us had in mind to make our town unique and a wonderful home for generations past, present and future. We want it to live up to our motto…. Crystal Lake A Great Place to live". SAVE THE BUILDING and Recognize our history. We are nothing without our history.

Jackie Harrington
[redacted]
Crystal Lake

Elizabeth Maxwell AICP

From: Jennifer Cherry <[redacted]>
Sent: Wednesday, November 13, 2024 2:05 PM
To: Elizabeth Maxwell AICP
Subject: Proposed Demolition of Tarpley House

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

Hello & Good Afternoon,

It has come to my attention that there is a proposed demolition of a rich piece of Crystal Lake history. I fer to the history compiled by Diana Kenney detailing the many notable early Crystal Lake residents and their extensive contributions to our community's history. This structure is a critical example of our beginnings and as such should be a protected landmark.

My concern is what appears to be a refusal by the current church members to partner with the historic community to even consider options to preserve this building. I wish to join other interested citizens in their efforts to preserve this piece of history. It is unlikely I will be able to attend the upcoming meeting, but I thought it was important, as a resident of Crystal Lake, my voice in opposition of demolition be heard.

Respectfully,
Jennifer Cherry

Elizabeth Maxwell AICP

From: Natalie Tryon <[redacted]
Sent: Wednesday, November 13, 2024 7:36 PM
To: Elizabeth Maxwell AICP
Subject: Crystal Lake Academy/Gates House

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

Hello,

My name is Natalie Tryon and I'm writing in support of a move to Landmark the Crystal Lake Academy/Gates House immediately. As a historic home owner I feel strongly about preserving the historic buildings we have left in Crystal Lake so that our children and grandchildren will know the story of our town's first residents and the blood, sweat, and tears they poured into the craftsmanship of their homes. This home not only provides character and beauty for neighbors and walkers but is a beautiful backdrop for Arts on the Green in the summer. As a child I attended enrichment preschool here and vividly remember the stone wall and masonry work, the materials we use for construction today just don't stick in your memory like that- that's worth something. Please do not take this piece of history away from our town- do not support the demolition of the Gates house and Landmark this precious piece of Crystal Lake history today!

Sincerely,
Natalie and Jared Tryon
[redacted]

Elizabeth Maxwell AICP

From: Shannon Hanson [redacted]
Sent: Wednesday, November 13, 2024 7:26 PM
To: Elizabeth Maxwell AICP
Subject: Support for Landmark Status of the Crystal Lake Academy/Gates House

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

Shannon Hanson
[redacted]
Crystal Lake, IL 60014
Wednesday, November 13, 2024

Elizabeth Maxwell
Crystal Lake City Hall
100 W. Woodstock Street
Crystal Lake, IL 60014
Email: emaxwell@crystallake.org

Subject: Support for Landmark Status of the Crystal Lake Academy/Gates House

Dear Ms. Maxwell,

I am writing to express my strong support for granting landmark status to the Crystal Lake Academy/Gates House, Crystal Lake's second-oldest structure. This historic building, with its rich history as the first school in the area and later the Gates family home, is a cornerstone of our community's heritage and a vital link to our past.

Built in 1853 by Andrew Jackson Simons, a renowned stonemason who introduced cobblestone architecture to the region, this building represents both architectural and cultural significance. Its contributions to education, community leadership, and Crystal Lake's development over the last 170 years cannot be overstated.

While I understand the financial constraints facing the current owners, I believe our community can and should rally together to preserve this treasure, as we did with the Dole Mansion 20 years ago. Once it is gone, this irreplaceable piece of history will be lost forever.

I urge the City Council to recognize the importance of the Crystal Lake Academy/Gates House and grant it the landmark status it so richly deserves. I also hope the City will work with local preservation groups to ensure the building is saved for future generations, with the burden of its preservation shared collectively by the community.

Thank you for considering my perspective, and I hope the Council will make the decision to protect this vital piece of our shared history.

Sincerely,

Shannon Hanson

Elizabeth Maxwell AICP

From: Nancy Embach [redacted]
Sent: Wednesday, November 13, 2024 6:50 PM
To: Elizabeth Maxwell AICP
Subject: We support Landmarking the Crystal Lake Academy/Gates house building

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

As lifelong residents, we are writing in support of Landmarking of the Crystal Lake Academy/Gates house building. It is our town's second oldest remaining structure. We need to preserve the historic character of our town to share with coming generations. This can be accomplished by working together with the Crystal Lake Historic Preservation Commission.

Sincerely,

Richard and Nancy Embach

Elizabeth Maxwell AICP

From: Jackie Di Cecco [redacted]
Sent: Wednesday, November 13, 2024 7:30 PM
To: Elizabeth Maxwell AICP
Subject: Landmarking the Crystal Lake Academy/ Gates House

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

Dear Ms. Maxwell,

My husband and I have lived in Crystal Lake almost 30 years. We love learning the history of our beautiful town. We live in close prominity to the Colonel Palmer House, which we enjoy. We request that you support the historical landmark designation of this building on the St. Mary's property.

Respectfully,
John & Jackie Di Cecco

Elizabeth Maxwell AICP

From: Meghan Butterfield <[redacted]>
Sent: Thursday, November 14, 2024 7:33 AM
To: Elizabeth Maxwell AICP
Subject: Save the old School House

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

Hi Elizabeth!

I want to show my support for SAVING the old school house/Gates house in Crystal Lake. I fear demolishing it will cause us to lose part of our town's history and charm.

Thank you!
Meghan Butterfield, BS, RDCS

Elizabeth Maxwell AICP

From: Mary Bodner [redacted]
Sent: Wednesday, November 13, 2024 6:51 PM
To: Elizabeth Maxwell AICP
Subject: House

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

I lived in the Walkup house over 30 years. It would be a shame to see the Gates house destroyed. These houses represent our past. Mary Bodner Sent from Bodner iPhone

Elizabeth Maxwell AICP

From: nancy hall [redacted]
Sent: Tuesday, October 29, 2024 5:17 PM
To: Elizabeth Maxwell AICP
Subject: St Mary's Episcopal Church

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

I an Nancy Gates Hall and I spent my early formative years living in the Mathis/Gates house and went to school from kindergarten through high school. I could ask you, please save my ancestral home, but that is selfish.
The real reason is of its historical nature. As you know it was founded by my ancestor Simon Gates to provide an education for the local young people and served its purpose well, until free education was enacted.
It is historically important by architecture, architect and builder. I believe history matters and the removal of historical buildings diminish our knowledge and appreciation of our past.

Please save St Mary's Church.

Respectively,
Nancy Hall

Elizabeth Maxwell AICP

From: Sandra Price [redacted]
Sent: Saturday, November 2, 2024 7:16 AM
To: Elizabeth Maxwell AICP
Subject: The demolition of the Tarpley House

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

RE: Proposed demolition of Tarpley House

Hi, Elizabeth,

I am Sandy Price, former member of CLHPC, retired Colonel Palmer House facilitator and CLHS board member. I just wanted to add some thoughts to the efforts to save the Tarpley House and preserve its rich history for the future. I refer to the history compiled by Diana Kenney detailing the many notable early Crystal Lake residents and their extensive contributions to our community's history, making this structure one of the most important examples of our early beginnings.

St. Mary's stewardship has been a three-quarter century enterprise. The past membership has valued and respected the importance of the structure, which is not the case at present. My concern is what appears to be a refusal by the current church members to partner with the historic community to even consider options to preserve the building. A critical question to consider, what is the memberships long-range plan for this important property in the heart of our historic downtown.

I wish to join other interested citizens in their efforts to preserve this building. I will attend the CLHPC hearing and support the Landmark process that is under consideration. See you on the 7th.

Thank you,
Sandy Price

November 2, 2024

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

Dear Elizabeth,

This letter is in support of the landmark application submitted on Monday, September 16, 2024, to halt demolition of the c.1853 Crystal Lake Academy "Tarpley House" owned by St. Mary's Episcopal Church 210 McHenry Avenue.

The Crystal Lake Academy is a rare example of cobblestone and brick construction and is one of the few remaining structures built by Andrew Jackson Simons. The Crystal Lake Academy building is an example of Simons' skill in building a brick structure with a cobblestone foundation, like the Colonel Palmer House, which is landmarked by the City of Crystal Lake and is listed on the National Register of Historic Places.

Along with the structures unique construction, the history of the building also has significance to the growth of the Crystal Lake community. As a school (original use of property) the Crystal Lake Academy educated students from early settlers and prominent Crystal Lake families. The second owner of the property was Simon S. Gates. Gates owned a substantial amount of land in and around Crystal Lake. His son, William Day Gates, who grew up in the house, started the American Terra Cotta & Ceramic Co., producing world renowned architectural terra cotta and Teco pottery.

As the past president of the McHenry County Historical Society and Museum, life member of the Crystal Lake Historical Society and former manager of Colonel Palmer House (2013-2017), I implore the Crystal Lake City Council to approve the landmark application for the Crystal Lake Academy "Tarpley House." The approved landmark application will halt demolition of the structure and allow all parties to come to the table with the goal of finding a solution towards preservation. The City of Crystal Lake is uniquely positioned lead this development, collaborate with the community and preserve a 170-year-old Andrew Jackson Simons structure within close proximity to downtown.

I am happy to speak with you directly and look forward to supporting the preservation of the Crystal Lake Academy for the benefit of the community, past and present.

Respectfully submitted,

Mary K. Ott

From: Heather Rohde
Sent: Tuesday, June 3, 2025 11:26 AM
To: CityCouncil <CityCouncil@crystallake.org>
Subject: RE: Very Important Notice

Hi,

I have some words for every member of the Crystal Lake City Council. Could you please make sure to forward this email to every single member. And please send it directly to the Mayor as well. This involves the upcoming vote concerning the Gates House and its fate.

I was dismayed to learn of the proposed destruction of the Crystal Lake Academy, also known as the Gates House, on McHenry Avenue. Built in 1855 and deemed to be in good structural condition, the idea of demolishing it should not even be on the table. Its proposed destruction is not only short-sighted but borders on irresponsible.

Structures like the Gates House are the very essence of a town's uniqueness. History isn't just about dates; it's about the tangible links to our past that give a place its soul and character. Simon S. Gates was no random individual; he was a pioneer and one of Crystal Lake's most prominent early citizens, with a street in town bearing his name. His residence is a link to his pivotal role in our city's founding and growth.

he house itself is a historical gem, boasting a beautiful cobblestone foundation crafted by Andrew Jackson Simons, another notable Crystal Lake figure. What's more, the original black iron fence still stands, framing a property that once featured extensive landscaping, an orchard, and outbuildings, as seen in an old engraving I have depicting a horse-drawn carriage trotting up McHenry Avenue right in front of it.

Every time I pass that property, I imagine life in the 19th century, envisioning a carriage traversing the same path my car now takes. It's a connection to the past that brings unique joy. Imagine robbing future generations of that experience, depriving citizens of appreciating their town's heritage, and stripping Crystal Lake of a sight found nowhere else. Parents could use this very building to teach their children about local history and life long ago.

Too often, towns sacrifice their unique architectural heritage, becoming forgettable, cookie-cutter suburbs devoid of identity. We must not let this happen to the Gates House and, by extension, to Crystal Lake.

Even dismantling and moving the building is a completely unacceptable compromise. Such actions inevitably strip historical structures of their magic and significance, almost certainly damaging the fantastic original foundation.

The fact that this historical building has fallen into disrepair is reprehensible and inexcusable. The time is long overdue for the city to officially designate the Gates House as a historic landmark, SECURE its protection, and begin the much-needed task of restoring it and finding a use that honors its legacy. How many other 170-year-old buildings, still on their original property and once owned by such prominent citizens, do we have left in Crystal Lake? Let's act now to save this irreplaceable piece of our townl. No excuses!

Heather Rohde

From: Chris Zatek
Sent: Saturday, May 31, 2025 9:29 PM
To: CityCouncil <CityCouncil@crystallake.org>
Subject: Please Landmark and Save the Historic Gates/Academy House

Dear Crystal Lake City Council,

I'm writing not just as a resident, but as someone who grew up in this town and deeply values what makes it special. My family moved to Crystal Lake in 1999 when I was five. I went to South Elementary, Bernotas Middle, and graduated from Crystal Lake Central. This community helped shape who I am, and I care about preserving the legacy that shaped so many others before me.

That's why I'm urging you to grant landmark status to the Gates House at 210 S. McHenry Avenue. This building is one of the oldest in McHenry County and has served many roles—from schoolhouse to residence to preschool. Its history is part of Crystal Lake's roots, and losing it would mean losing a tangible connection to our past.

While I understand the property belongs to St. Mary's Episcopal Church, this decision has broader implications for our community. Landmarking the building doesn't force the church to keep it long-term, but it gives us time to rally local support, explore relocation, and protect a piece of our shared history—just as we once did for the Dole Mansion.

People move here and stay here because Crystal Lake has character, not because it's filled with the newest developments. Preserving buildings like the Gates House isn't about nostalgia—it's about honoring the people and stories that built this town.

Please don't let this piece of history be quietly erased. Give the community a chance to act by landmarking the Gates House.

Best,

Chris Zatek

Crystal Lake, IL 60014

From: Becky Zaleski < >
Sent: Saturday, May 31, 2025 9:55 PM
To: CityCouncil <CityCouncil@crystallake.org>
Subject: Fwd: Saving the historic Gates House

Dear City Council Members,

I'm writing as a resident who cares deeply about Crystal Lake's history and character. I urge you to move to landmark the historic Gates House (also known as the Academy Building or Tarpley House) at 210 S. McHenry Ave and give the community time to preserve it.

This building has so much rich history and is one of the oldest structures in McHenry County. It has served as a school, a home, and a preschool -- and it's still structurally sound.

The Episcopal Church has every intention to demolish and bury this irreplaceable piece of our history. While they own the land, their leadership is not part of our community, and yet their decision would permanently erase something precious to us all. I feel having an outsider community change the cherished history would be a disservice to the residents of Crystal lake. This history is part of what keeps Crystal lake special.

What we are asking is clear and reasonable: landmark the building to delay demolition, so we can rally the community, fundraise, and relocate it. We are not asking the Church to keep it on their property and incur the cost, we are asking for a little more time so that we may rally the community. Something we once did to save another historical structure in this town -- The Dole Mansion.

Crystal Lake is beloved for its charm and character. People don't move here for uniform subdivisions or forgettable strip malls, they come for authenticity, and for the community that fights for its history. Frankly, it seems more and more commercial type buildings and fast food restaurants are taking over. We need to preserve that character and charm that makes this city special.

I believe we can have both and that the marriage of the old and the new is what makes Crystal Lake a good place to live.

Please don't mistake public quiet for consent, many residents simply don't know this is happening. Once this building is gone, it's gone forever. We have the chance to save it. **Please,**
landmark the Gates House and give us that chance.

Sincerely,

Becky Zaleski

Crystal lake, IL

60014

From: Mikayla Collins < >
Sent: Thursday, June 5, 2025 7:15 PM
To: CityCouncil <CityCouncil@crystallake.org>
Subject: Please Landmark and Save the Historic Gates/Academy House

Dear City Council Members,

I'm writing as a resident who cares deeply about Crystal Lake's history and character. I urge you to **landmark the historic Gates House (also known as the Academy Building or Tarpley House) at 210 S. McHenry Ave** and give the community time to preserve it.

This building which was constructed in the early 1850s from rare Algonquin brick, locally sourced brick and Andrew Jackson Cobblestone, is one of the oldest structures in McHenry County. It has served as our city's first academy, a home, and a preschool. It is solid, structurally sound, and rich in history. The cost to move it, $189,000, is attainable if we are simply given time and a clear path forward.

The Episcopal Church plans to demolish and bury this irreplaceable piece of our history. While they own the land, their leadership is not part of this community, and yet their decision would permanently erase something precious to us all.

Our tax dollars are funding public art for roundabouts, yet this living, breathing piece of local culture is being ignored. Crystal Lake doesn't need more soulless development, it needs art, culture, and preservation of the identity that makes our town unique.

Please don't mistake public quiet for consent, many residents simply don't know this is happening. Once this building is gone, it's gone forever. We have the chance to save it. Please, landmark the Gates House and give us that chance.

Sincerely,
Mikayla Collins

APPENDIX D

St. Mary’s Resolution

RESOLUTION OF THE VESTRY

OF TRINITY EPISCOPAL PARISH, MCHENRY COUNTY

WHEREAS, in 2022 "Tarpley House", located on the grounds of St. Mary's Episcopal Church, 210 S. McHenry Avenue, Crystal Lake, IL was closed to the public for reasons of health and safety;

AND WHEREAS, In June 2024 the Vestry of St. Mary's voted to pursue demolition of Tarpley House, having been unable to identify a feasible adaptive reuse of the building, and based on a previous review of costs for restoration, having deemed restoration of the building an unwise use of parish funds;

AND WHEREAS, In August 2024 St. Mary's then applied for a demolition permit from the City of Crystal Lake;

AND WHEREAS, In September 2024 representatives of St. Mary's met with the City of Crystal Lake's Historic Preservation Commission to discuss the future of Tarpley House as there was a movement by certain members of the public ("Applicants") to "landmark" Tarpley House;

AND WHEREAS, In November 2024, the Crystal Lake Historic Preservation Commission voted to recommend landmarking of Tarpley House.

AND WHEREAS Following discussions and meeting with representatives of the City of Crystal Lake, St. Mary's agreed to delay its request for the demolition of Tarpley House until March 31, 2025, with the understanding that prior to such date the Applicants would secure an evaluation of the building and develop a strategy for preservation of the building, including fund-raising for the expense of restoration or relocation;

AND WHEREAS, In January of 2025, St. Mary's real estate became the property of TRINITY EPISCOPAL PARISH, MCHENRY COUNTY due to the consolidation of St. Mary's (Crystal Lake), St. Ann's (Woodstock), and St. Paul's (McHenry);

AND WHEREAS, From November 2024 to March 2025, no steps were taken towards a plan for the preservation or relocation of Tarpley House by the Applicants except for a building evaluation;

AND WHEREAS, In April 2025, at a meeting with the Applicants and representatives of the City, TRINITY EPISCOPAL PARISH agreed to further delay the vote on the recommendation of landmarking and St. Mary's application for a demolition permit.

The purpose of this extension was to allow additional time for the Applicants to provide a proposal for fundraising for the relocation of Tarpley House, based on aforementioned building evaluation, which was to be presented at TRINITY EPISCOPAL PARISH'S May 19, 2025 Vestry meeting. As of May 19, 2025 no proposal had been provided, nor has a response been given to the request for such a proposal.

AND WHEREAS, In May of 2025, access to Tarpley House was allowed for the purposes of a quote for its relocation to a site identified by City staff; such quote has been received and presented to TRINITY EPISCOPAL PARISH which notes the cost of relocation is not less than $185,000 plus undetermined additional expenses;

AND WHEREAS, to date it appears that the Applicants for Landmarking of Tarpley House have failed to raise sufficient funds and have failed to engage a General Contractor for the purpose of relocating Tarpley House.

NOW THEREFORE, on Motion duly made, seconded, and unanimously carried by the Vestry of TRINITY EPISCOPAL PARISH, it is:

RESOLVED: The Wardens and Vestry of TRINITY EPISCOPAL PARISH hereby request that unless, prior to July 15, 2025, Applicants raise the necessary funds (*estimated at a total of $300,000*) and have retained a general contractor for the proposed relocation of Tarpley House, that the City of Crystal Lake deny the pending Tarpley House landmark request, and approve a permit for the demolition of Tarpley House at its July 15, 2025 City Council meeting.

Dated this 2ND day of June, 2025.

TRINITY EPISCOPAL PARISH, MCHENRY COUNTY

By: Peter F Carroll

Peter F. Carroll, Clerk of the Vestry

APPENDIX E

Demolition Minutes

Historic Preservation Commission

MINUTES
Historic Preservation Commission
September 5, 2024
City Hall, 100 W. Woodstock Street, Crystal Lake, IL

1) Call to Order
B. Niequist called the meeting to order at 3:02 p.m.

2) Roll Call/Attendance
The following Commission members were present: Zach Benkert, Judi Halter, Nancy Haskins, Bob Kosin, Brittany Niequist, and Madison Sommerfield. Ana Freund and Bob Wyman were absent. City Planner, Elizabeth Maxwell, was present for staff.

3) Public Comment
Jim Heisler and Joy Neal, Executive Director of Main Street were in the audience.

4) Approval of Minutes of the August 1, 2024 Regular Meeting
B. Kosin made a motion to approve the minutes of the August 1, 2024 meeting. J. Halter seconded the motion. On voice vote all voted aye. Motion passed.

5) 210 McHenry Avenue – St. Mary Episcopal Church Demolition
B. Niequist said that everyone is familiar with the Gates House. Although the building is not landmarked the City has established a process where demolition permits can be reviewed by the Historic Preservation Commission. She noted that alarm bells went off seeing the demolition of this structure. She stated about half of all the previous trolley tours featured this structure as it is so significant to Crystal Lake's history. She was hoping the church could have a conversation about the structural assessment of the structure.

Reverend Scott Zaucha and Cate Williams, treasure, were present to represent the request. Mr. Zaucha said he just started with the church in 2022. He noted they have had difficult conversations about the Tarpley House. They used it recently for recovery meetings. They found mold, wiring and water issues. They closed it in October of 2023. They have can continue their mission without the building. They do not have the resources to upgrade or protect the building.

Ms. Williams said the church did a building exploration. The Tarpley House is not good for Sunday school. She noted there is extensive damage to the building from neglect. They have already spent $28,000 to remediate the asbestos. They would need to spend another $35,000-40,000 in remediation to repair the building as safety and finances are concerns.

Mr. Zaucha said they have made many attempts to have someone buy it. In 1982 when they did the wing addition they contemplated knocking this building down. There are only 53 families as part of the church. They want to focus on their mission.

B. Niequist said she understands the costs and she has personally worked to secure grants for other buildings. She wants the church to pause and work with them on securing funding and fundraising to help save the building. She explained the Crystal Lake Park District barn project

and their current feasibility study. She said the people in the community will give. She asked what will go there.

Mr. Zaucha said they just want to clear the space and make it grass. The cost of insurance on the abandoned building is expensive. There is a big difference in cost on renovation and demolition. They are looking to spend over 1 million dollars in renovation to save the building.

Mr. Jim Heisler asked about the square footage. Mr. Zaucha said it is about 2500 square feet.

Mr. Kosin asked about the timeline. He wondered what the urgency was if nothing is planned but grass. He wanted to reach out to people to help save the building. Mr. Zaucha said they have done a lot of behind the scenes discussions. Ms. Williams said they were unaware that the Historic Preservation Commission wanted a detailed presentation.

B. Niequist said this is what the commission does. She said Landmark Illinois can do a free top to bottom assessment. Ms. Williams said they do not have the resources to do the renovation nor upkeep the building even if the 1 million dollars came to them. B. Niequist asked if they ever thought about selling the building. On the adjacent property the owner was able to save the historic buildings and put apartments into them. Mr. Zaucha said they reached out to Sacred Hearts, but the building is hard to reuse since it is in the middle of the site.

M. Sommerfield asked if the commission can partner with the church on finding resources to save, renovate and reuse the space.

B. Niequist said this is the oldest structure by this well known architect. There are only a handful of cobblestones buildings left. If they plan to demo the building is there any ability to salvage these bricks and stone. Ms. Williams said they plan to fill in the hole of the foundation with the building materials.

Mr. Zaucha said the Bishop is planning to come out September 29th to pray at the building and release it from its service. Mr. Kosin said the Bishop just came out to rechristen the St. Thomas restoration. Mr. Zaucha said for them to put something in writing to him that he can take back to the board.

B. Niequist thanked them for coming and said they would be moving on to the next item.

6) Trolley Tour 2024 Recap

B. Kosin asked Ms. Neal about marketing ideas. She said everyone loves the QR code about the building history walk around Downtown.

B. Niequist said she has talked to a company about a walking tour app. They can sell the app for download and get sponsors to help off-set the cost. They could do a Downtown walking tour. Ms. Neal suggested partnering with Naturally McHenry County as they have an app for similar events.

B. Niequist said they also need to do a traditional trolley tour. She suggested pre 1900 buildings. She feels like lots of these will start popping up on demo requests so to highlight and research them know would be beneficial. They can raise awareness as education is part of their mission.

She wanted to have a post celebration too, not just get off the trolley and leave. Ms. Neal said the Raue House could be used for the gathering. B. Niequist said to think about some buildings for the tour.

7) Other Business

a) America's 250th anniversary in 2026

B. Niequist said the country is celebrating 250 years and it would be great if they could plan a simple recognition for this event. She said everyone's homework is to think of a nice simple way to recognize this history.

b) Hill Park Barn update

Mr. Heisler said the feasibility study for the barn was not completed, so it was moved to the September 19th meeting of the Park District board. He asked everyone to come and speak in support of keeping the barn.

c) Landmark process and hot to help property owners

B. Niequist said they can discuss this at the next meeting, as this meeting is running long.

d) Crystal Lake Train Depot update

B. Kosin said the application is still down state with the State for review. He found that the southeast corner of the waiting room is all original as it existing 110 years ago when Calvin Coolidge walked through the station.

12) Member Inquiries and Reports

Mr. Kosin asked about the e bond from the time capsule.

13) Adjournment

There being no further business, B. Kosin made a motion to adjourn the meeting. M. Sommerfield seconded the motion. On voice vote, all members voted aye. The meeting adjourned at 4:12 p.m.

APPENDIX F

St. Mary's Analysis

LAW OFFICES
ZUKOWSKI, ROGERS, FLOOD & MCARDLE
50 VIRGINIA STREET
CRYSTAL LAKE, ILLINOIS 60014

(815) 459-2050
JEFFREY E. HYMEN FAX (815) 459-9057
jhymen@zrfmlaw.com www.zrfmlaw.com

October 31, 2024

Crystal Lake Historic Preservation Commission
100 West Woodstock St.
Crystal Lake, IL 60014

Attn: Brittany Niequist, Chair

RE: St. Mary's Episcopal Church – Tarpley/Gates House

Ms. Niequist,

Our office has been retained by St. Mary's Episcopal Church ("St. Mary's" or "the Church") in regard to its property located at 210 McHenry Avenue, Crystal Lake, IL 60014 (the "Property"). This letter is written to the Crystal Lake Historical Preservation Commission ("HPC") in advance of the HPC's upcoming November 7, 2024 meeting regarding the application for landmark designation as has been propounded. The HPC initially discussed the Property and St. Mary's plan for demolition of the Tarpley/Gates House (the "Building") at its September 5, 2024 meeting.

Following that meeting an application for landmark designation (the "Application") was filed with the HPC in an effort to landmark the Building, which would essentially prohibit St. Mary's from proceeding with its planned demolition. For the reasons that follow, it is the position of St. Mary's that the Building constitutes a hazard to visitors on the Property, and unfortunately, the cost of maintaining/restoring it is cost prohibitive as well as a significant liability to the church.

The Building has had significant issues and problems for several years, which St. Mary's has not been able to afford to remediate. The cost and time involved would've required St. Mary's to substantially divert from its primary mission, which is to worship God and serve all God's people, especially those on the margins of society. St. Mary's officially closed the Building in October of 2023 due to the presence of mold and asbestos on the 2nd floor, which left the Building unusable.

In further regard, it should be noted that St. Mary's performed an assessment of the Building in September 2010, attached hereto as Exhibit A (the "Assessment") which identified many significant issues with the Building as follows:

- Roof is 25 years old and contains leaks/ Water damage on ceiling
- Exterior access not ADA-compliant

- Noticeable smell of mold on the first floor and other rooms
- Bathrooms not ADA-complaint and do not meet code
- Areas of foundation showing deterioration
- Plumbing outdated
- Faulty electrical system

According to the Assessment, the estimated cost of rehabilitation (in 2010) would likely range between $500,000 and $625,000, and that's assuming that the rehabilitation would only be a preservation and adaptive re-use of the interiors rather than a full historic restoration. This amount constitutes three times the current operating budget of St. Mary's. Many of the conditions discussed above have worsened, and the cost of materials required to restore the building has likely increased these costs significantly over the past 14 years.

Further, St. Mary's engaged JMS Environmental Associates, Ltd. to perform an Asbestos Bulk Building Inspection in October 2023, and an Asbestos Abatement Completion Report in February 2024 (the "Reports"). The Reports each confirm the substantial presence of mold and asbestos in the Building. This remediation would be required in order to rehabilitate the Building. Pictures from each of the Reports displaying the interior of the Building are included as Exhibit B for reference. As noted, there are significant asbestos, mold, and other issues in this Building.

St. Mary's serves a vital purpose in the Crystal Lake community by providing a place of worship and community for Episcopalians in McHenry County. St. Mary's also serves the community by: providing support to local nonprofits like the Crystal Lake Food Pantry; providing space for recovery groups (7 recovery groups meet on the St. Mary's campus weekly); partnering with local nonprofits like the Raue Center (Raue Center School for the Arts runs programs on the St. Mary's campus); providing welcoming space for the LGBTQIA community (St. Mary's is one of only a few affirming churches in Crystal Lake); partnering with locals schools to support students in need; and most recently launching a program with other churches to house and support refugee/migrant families in McHenry County.

Worship and service are at the heart of St. Mary's mission. Landmarking and requiring St. Mary's to restore the Building would detrimentally and significantly impact the Church, its 53 member families, and those we serve. In order to preserve the Building, St. Mary's would require the Church to secure substantial resources and effort to undertake the restoration project. This would divert financial and human resources away from serving the community. If St. Mary's is forced to cut back on certain programs and initiatives which serve to benefit the members and the broader Crystal Lake community, then as a consequence, the church may fail to survive.

Currently, churches across the United States are struggling to stay afloat for a multitude of reasons, including but not limited to changing financial realities and society's everchanging perspective on religion. The Episcopal Church is a minority Christian denomination in McHenry County and the congregation at St. Mary's has always been small, as there are currently just over 50 members. There are only three Episcopal churches in McHenry County. These three churches are undergoing a strategic reorganization, working together in partnership to ensure their long-term vitality.

Accordingly, it is unreasonable to impose substantial restoration obligations on a small congregation such as St. Mary's, because the cost will ultimately be borne directly by church members. Despite the historical significance of the Building, requiring the church and its members to bear the cost of restoration will result in more widespread and immediate consequences which are harmful to the community.

Pursuant to the Minutes of the HPC meeting on September 5, 2024, the HPC requested St. Mary's explore whether they could attempt to:

- "Parcel-off" and sell the building, or
- Obtain grants or other public support

St. Mary's has investigated each of these options and has made the determination that neither solution is feasible. In determining the feasibility of grant funding and adaptive reuse, St. Mary's worked with Partners for Sacred Places, a national leader in restoring and preserving sacred spaces.

It is imperative that the Building be demolished as soon as possible. St. Mary's regularly invites individuals, including children, to participate in programs and events on the Property. The Building, which sits at the center of the Property, constitutes a hazard, and is dangerous to the Church as well as the surrounding public. The faulty electrical systems or wiring could potentially start a fire, the mold and asbestos are toxic to individuals, and the integrity of the roof is compromised, which could result in flooding and additional damage. There is an urgent need to demolition the Building.

Landmarking and requiring St. Mary's to restore the Building will harm the Church's ability to serve the public, which is their primary mission. As a small, local church with only 53 members, St. Mary's does not have the resources, finances, or administrative capacity to facilitate a full-scale restoration effort. While the Building may have historical value, the Building currently is a hazard to the community, and St. Mary's is not in a position to abandon its primary mission in order to restore the non-essential, dilapidated Building.

Finally, St. Mary's hereby invites any HPC member to visit and tour the Building ahead of the November 7 meeting. This opportunity will allow the HPC to become more familiar with the condition and current state of the Building's interior prior to casting a vote. If interested, please contact Catherine Williams at: catewilliams12@gmail.com to schedule an appointment. Only one HPC member may visit at any given time. A member of St. Mary's will be present to provide the tour.

If you have any questions, please feel free to contact me at (815) 459-2050.

Very truly yours,

Jeffrey E. Hymen

EXHIBIT A

September 11, 2010

The Reverend Chip Graves, Rector
St. Mary's Episcopal Church
290 Grove Street
Crystal Lake, Illinois 60014

Subject: Assessment of Tarpley House
St. Mary's Crystal Lake

Dear Reverend Graves:

At your request, I performed an assessment of Tarpley House at the St. Mary's complex on September 11, 2010. The purpose of the assessment is to provide members of the St. Mary's Building Committee with an assessment of the current condition and potential costs for either replacement or rehabilitation. Participating in the inspection were Reverend Graves and Ms. Cate Williams, a long time member of the parish who has extensive knowledge of the building.

BACKGROUND

Tarpley House is a Federalist style two story brick home built in 1852. To the west of the main part of the house is a one and a half story brick building which appears to be older. Tarpley House is attached to the rest of the Parish complex via a frame connection located to the east. A single story cinderblock addition was added to the north side of the house. It was reported that the building is not considered historic based on an assessment made many years ago by the City of Crystal Lake. A review of the City of Crystal Lake's Historic Preservation Commission web site notes that a similarly styled building, the Colonel Parker House, which was built in 1858. The Colonel Parker House bears a strong resemblance in construction to Tarpley House. Tarpley House is not currently listed on the Historic Preservation Commission's list of landmarked properties. Only one property in Crystal Lake, the Columbus Wallace House built in 1851, is older than Tarpley House.

The building is currently used by the Parish for a variety of functions including teen programs, meetings space for the Vestry, Alcoholic Anonymous and other groups. The building also serves as offices for an independently run pre-school which rents space from the Parish. The pre-school does not hold classes in the building but does store an extensive amount of materials in the building. There are no existing plans for the building. The building appears to be between 2,000 and 2,500 square feet in size.

The Parish does not currently have a vision for any particular re-use of the existing building nor has it articulated a vision for what space needs that the Parish might have beyond the current use of the building. The purpose of this assessment is to provide the Parish with a status of the building's condition, potential code issues that would need to addressed if the building were to be retained and "order of magnitude" estimates of the costs to bring the building up to current codes or replace the building. This assessment is not meant to be a

detailed inspection of the property, its compliance with all aspects of City of Crystal Lake's Building Code, or a substitution for a detailed design and cost estimate that would be provided as part of any contract document preparation.

FINDINGS

Exterior. The exterior of the building is in generally fair condition. The roof was reported to be over 25 years old and that there are numerous leaks in the roofing membrane. There is evidence of cupping of the roofing shingles and loss of roofing membrane throughout the building. The eave fascias in many areas were noted to be very deteriorated and possibly rotted. The roof's eaves typically have gutters with downspout leaders that drain close to the foundation. The gutters and downspouts are in fair condition. The brick exterior of the building appears to be in generally good condition. The mortar does not exhibit signs of deterioration or the need for tuckpointing. The larger windows are double hung. The age of the windows is not known but from the condition and details of the windows, the windows appear to be very old although not necessarily original to the construction of the house. Some windows have storm windows but some of the first floor windows do not have storms. Many of the window sills and other exposed wood areas are in need of painting.

The concrete stairway and porch for the main entrance are in poor condition. The timber framed addition to the north of the main part of the house is in fair condition but needs painting. The exterior access to the building does not comply with the requirements of the Americans with Disability Act since there are no ramps to access the building.

Interior. The interior of the building is in generally fair to poor condition.

There is a noticeable smell of mold in the main room of the first floor. Since the presence of mold is considered a health hazard, it is strongly recommended that an environmental assessment of the building be completed as soon as possible to determine whether or not the mold represents a health hazard to people occupying the building. Use of the space should be limited until the results of the assessment are completed.

The first floor consists of a large room which was presumably created by removing interior partition walls and opening the north wall of the original building to the cinderblock addition built on the north side of the house. There are three small meeting rooms along the east side of the building. These rooms are located in the frame addition of the east of the main building. There is a small office/sitting area located immediately to the west of the main entrance of the building. Lighting in the large room is provided by dual fixture florescent lamps affixed to the ceiling. There are carpet tiles attached to a portion of the floor in the main room. There were several areas of water damage to the ceiling. One area was located at the junction between the cinderblock addition and the main building and the other was at the northeast corner of the junction between the main building and the addition located to the east.

There is a kitchen area to the west of the main room which has been converted to storage for the pre-school. The floor of the kitchen appears to have old nine inch square asbestos based

tile squares. Since the tile is non-friable, there is no immediate hazard posed by the tiles. To the west of the kitchen area is an office space which is utilized by the pre-school.

The second floor consists of a series of five small rooms used for classrooms and two small bathrooms. The rooms are in general fair condition. Most rooms have suspended ceilings which hang below much higher ceilings that are original to the building. Where the existing ceiling is exposed, it is in generally good condition except for the storage area at the north end of the north addition to the main building. There is one main exit from the second the floor to the first floor and an additional stairway that exits to the kitchen. There is also an exit that exits directly to the outside and grade via wood stairs. The bathrooms are in generally poor condition, not ADA compliant and probably do not meet code for the number of lavatories and sinks required based on use of the building. There are no bathroom facilities located on the first floor.

The attic space is accessible from the second floor. The attic was in generally good condition with no obvious signs of deterioration. The attic is used for the storage of a variety of items.

There are two basements for the house. The main basement is located directly below the main house and west addition. The foundation consists of field stone walls mortared into place. The basement area under the west addition to the house was damp. There are areas of the foundation walls that show signs of deterioration and loss of mortar. The exposed timber beams and joists were found to be in generally good condition with the exception of some evidence of wetting of the joists in the southwest corner of the main building's basement. There is also a deteriorated timber stub column that supports one of the beams to the foundation that appears to be rotted due to damp or insect infestation.

The second basement is located under the north cinderblock addition. It was reported that this space has had past problems with mold and remains very damp. The walls of the basement are formed with cinderblocks and have lightwells. The floor of this basement has nine inch square asbestos based tile squares. There was a very noticeable mold smell in the room. There is a lot of the pre-school's materials stored in this space.

Given the age of the building, it is suspected that much of the paint in the building is lead based. While the lead paint is "encapsulated" with newer, non-lead based paint products, the original lead paint is still in place and would probably have to be remediated if the space were to continue to be used.

Electrical, Mechanical and Plumbing Systems. It was reported that the electrical wiring is cloth wrapped. It is suspected that the wiring may be spool and insulator type wiring where the wires run exposed along the studs and are affixed using ceramic insulators. This would be a very common type of wiring used in a house of this age which does not have upgraded electrical service. There are a variety of switch types found throughout the building including traditional on/off switches, push buttons and rotating switches. Newer wiring is found in exposed wire mold and conduit. There are two electrical panels in the basement.

One panel utilizes four cartridge type fuses and one panel uses circuit breakers. It appears that the total service to the building is on the order of 120 amps.

Heat is provided through a boiler with a combination of baseboard and radiator type heating. The tag on the boiler indicates that it was installed in 1991 meaning that the boiler is nearly 30 years old. The heat piping in the basement is wrapped with asbestos insulation which appears to be reasonably sound. The baseboard heating units on the first floor are in poor condition with the covers loose or fallen off. There is a hot water tank that provides hot water to the building.

The plumbing and waste piping system appears to be adequate although old. The sink in the bathroom on the second floor is very old.

Life Safety. Generally, the building does not comply with current life safety codes. There are only a limited number of fire extinguishers present. Exits are denoted with paper exit signs. Most doors do not have panic hardware. Rooms did not appear to have either smoke or carbon monoxide detectors. None of the spaces are sprinkled.

DISCUSSION

Tarpley House is a unique building, much modified, which nevertheless represents a connection of the very earliest settlement of the Crystal Lake area. Simply by virtue of the house's age and that it represents perhaps one of the earliest surviving buildings in the area, it is likely that any decisions regarding rehabilitation or replacement will come under closer scrutiny by the City of Crystal Lake. Although churches are general found exempt from the requirements for landmark status, serious consideration must be given to the perception that any actions taken with respect of the building would have in the community. Having a vision for either the current building's adaptive reuse or a vision for a replacement building which significantly increases the Parish's visibility in the community through outreach and other works will help to reduce the impact of whatever decision is made with respect to the building.

With this as a background for any decisions made with respect to the existing building, it can be said that Tarpley House appears to be structurally sound and could be rehabilitated. For a building that may be in excess of 150 years of age, the building does exhibit significant problems beyond those that would be expected from a building of this age. The following summarize the work that would need to be accomplished if a decision were made to retain the building:

- Replace the roof, repair all fascia and eaves, install new gutters and downspouts. The downspouts should extend well beyond the edges of the building to reduce the possibility of water infiltration through the foundation.
- Replace or repair all windows to make them more energy efficient.
- Strip, repair and paint all exterior wood surfaces.
- Replace the main entrance stairway and develop accessible ramping to allow access to the building.

- Remove all interior walls to the studs and replace with new drywall materials. Insulate the exterior walls. Consider moving walls as necessary to create spaces that meet the needs of the Parish.
- Install new electrical, heating and plumbing systems throughout the building.
- Expose all foundations, install new drain tile and dampproof all foundations. Patch the interior of the existing field stone footings. Consider removing the cinderblock building to the north of the historic buildings since the cinderblock block building appears to be susceptible to mold and water infiltration.
- Develop new access between the first and second floors with a suitable second means of egress from the second floor.
- Removal all existing asbestos based tiles and mastics.

Note that any rehabilitation of the existing building or the construction of a new building will require full compliance with both ADA and life safety provision of the local building code. For ADA, this will mean wider doors, ramps to the exterior and to the other portions of the Parish complex and compliant bathrooms. For life safety, this will in all likelihood mean the installation of sprinkers throughout the building, smoke and carbon monoxide detectors, code compliant exit signs and strobe lights, panic hardware on doors and pull stations. Depending on the jurisdiction and interpretation of the building code, any rehabilitation or replacement may trigger life safety upgrades for the remainder of the Parish Buildings as well. This fact should be discussed with the City's Building Code administrator but still should not be taken as a guarantee of any review of the plans.

COSTS

Recent construction of new facilities by the Diocese of Chicago show that the cost for a new Parish Meeting/Education space is on the order of $250 to $350 per square foot. This would be exclusive of any costs associated with the demolition of the existing building. The estimated cost to replace the existing building with building of similar 2,500 square foot size would be between $625,000 and $875,000. It should be noted, however, that the construction of a new facility should be based on the needs of the congregation with allowance for growth. For a Parish of the size of St. Mary's, the total space required to support Parish activities, exclusive of worship, should be on the order of 15,000 square feet. As such, any new spaces should be sized with this in mind. It is not practical to look at the replacement of Tarpley House on a size for size basis.

The cost to demolish Tarpley House is probably on the order of $50,000 including the partial removal of the foundations and backfill of the foundations. It should be noted that many communities have significantly increased the cost of their demolition permits to make the removal of existing housing stock less economically beneficial. In Evanston, Bishop and Trustees moved to demolish two apartment buildings that were part of a mission congregation. The cost of the demolition permit was $10,000 per building. Fortunately, B&T was able to have the fees waived but this fact must be investigated when determining the cost of any demolition.

One possible alternative to demolition would be to sell the building to allow it to be moved. This might be a good compromise to preserve a potential historic building and shifting the problem of rehabilitation to a new owner.

Assuming that the Parish could develop a reuse for Tarpley House, the estimated cost of rehabilitation would be on the order of $200 to $250 per square foot or a $500,000 to $625,000 project. This assumes that the rehabilitation would not be a full historic restoration but rather preservation and adaptive reuse of the interiors.

EXHIBIT B

ASBESTOS ABATEMENT COMPLETION REPORT

of the

Tarpley House
Crystal Lake, McHenry County, Illinois

PREPARED FOR:

St. Mary's Episcopal Church, Crystal Lake
210 McHenry Avenue
Crystal Lake, IL 60014

JMS PROJECT: J-25910



PREPARED BY:

JMS Environmental Associates, Ltd.
816 Burr Oak Drive
Westmont, Illinois 60559

February 16, 2024

JMS Environmental Associates, Ltd.

816 Burr Oak Drive ● Westmont, IL. 60559 ● Tel: (630) 655-8500 ● Fax: (630) 655-8500

February 16, 2024

St. Mary's Episcopal Church, Crystal Lake
210 McHenry Avenue
Crystal Lake, IL 60014

ATTN: Catherine Williams

RE: Asbestos Abatement Project Completion Report;
Tarpley House Asbestos Abatement;
Crystal Lake, McHenry County, Illinois

JMS Project: J-25910

Dear Ms. Williams:

The following report covers the results of the Asbestos Abatement Project that was performed for St. Mary's Episcopal Church at the Tarpley House from February 5, 2024 to February 13, 2024. JMS Environmental Associates Ltd. (JMS) was retained to provide on-site asbestos removal activities involving the removal of asbestos containing insulation from the west basement; asbestos flooring from the east basement, connecting hallway, areas throughout the 1st floor, and 2nd floor bathrooms; and asbestos containing 2' by 4' ceiling tile with red backing in 3 rooms on the 2nd floor. The asbestos work was performed by the licensed asbestos abatement subcontractor, Vortex Environmental, Inc. The asbestos abatement work activities were performed in accordance with existing Illinois EPA, Illinois Department of Public Health (IPDH) and OSHA rules and regulations.

Removal was completed in the two basement areas on February 8th and on the 1st and 2nd floors on February 9th. Basement air clearances were collected by JMS on February 9th and air clearances for the 1st and 2nd floor were performed on February 12th. The abatement work area passed a visual inspection and the clearance air testing criteria of < 0.01 fibers per cubic centimeter. Based upon the visual inspection and analytical data results, the subject area was reopened after teardown on February 13th to church personnel.

This final asbestos project report also includes the original laboratory and field data sheets and project submittals including project field documentation along with the final asbestos waste manifests and other asbestos abatement contractor work submittals.

If you have any questions regarding the project analytical results, please do not hesitate to contact us at JMS.

Respectfully submitted,

JMS ENVIRONMENTAL ASSOCIATES, LTD.

Christopher J. Waddell
Project Manager
(IDPH Asbestos License Number 100-20447)

Reviewed by,

JMS ENVIRONMENTAL ASSOCIATES, LTD.

Joseph M. Sterner, MS
Environmental Director/President
(IDPH Asbestos License Number 100-0209)

JMS ANALYTICAL DATA RESULTS & FIELD SHEETS

JMS ENVIRONMENTAL ASSOCIATES, LTD.

816 Burr Oak Drive * Westmont, Illinois 60559 * (630) 655-8500 * Fax (630) 655-8724

February 09, 2024

St. Mary's Episcopal Church, Crystal Lake
210 McHenry Avenue
Crystal Lake, IL 60014

ATTN: Catherine Williams

RE: Airborne Fiber Monitoring Results of samples submitted 02/07/2024
Project : Tarpley House Removal
JMS Project: 25910
JMS Batch: 36435

Dear Ms. Williams:

The following report concerns the air monitoring samples submitted to JMS Environmental Associates, Ltd for analysis of total airborne fibers. Sample(s) have been analyzed in accordance with the NIOSH Analytical Method 7400, issue 3, dated 14 June 2019 as titled "Asbestos and Other Fibers by PCM". An area of each filter is scanned using a phase contrast microscope at 400X magnification; fibers present are sized and counted. All fibers larger than or equal to 5 microns are counted.

Concentration of airborne fibers is calculated using the sample volumes provided. The results are summarized on the attached sheet.

Sample(s) will be discarded after 3 (three) months unless instructed otherwise by the client.

Thank you for consulting JMS Environmental Associates in this matter. If you have any questions concerning this report or the results, please feel free to contact us at (630) 655-8500.

Respectfully submitted,

JMS ENVIRONMENTAL ASSOCIATES, LTD.

Robert J. Dal Santo
Manager
Analytical Services

Enclosure

JMS Environmental Associates, LTD.

Total Airborne Fiber Report

Batch #:	36435
Project #:	25910

Client: St. Mary's Episcopal Church, Crystal Lake
Client Project: Tarpley House Removal
Client Project #:
Date of Analysis: Friday, February 9, 2024

Method:	NIOSH 7400 Rev. 6/14//2019
Microscope Model:	Nikon Alphaphot 2 (#144548)
Field Area:	0.00817 mm^2
Filter Area:	385 mm^2
Interlab CV:	0.098
MDL:	0.055 Fibers/field

Blanks: **Mean of Field Blanks:** 0 Fibers/Fields

Log number	Sample ID	Fibers	Fields
380780	25910-02-0509	0	100
380781	25910-02-0510	0	100

Results: (Blank Corrected)

Sample Log #	Sample ID	Fibers	Fields	Fibers/Field	Vol(L)	Fibers/CC	Comments
380772	25910-02-0501	76	100	0.760	1200	0.030	
380773	25910-02-0502	52	100	0.520	1200	0.020	
380774	25910-02-0503	101	40	2.525	1200	0.099	
380775	25910-02-0504	86	100	0.860	1200	0.034	
380776	25910-02-0505	100	88	1.136	1200	0.045	
380777	25910-02-0506	20	100	0.200	1200	0.008	
380778	25910-02-0507	100	76	1.316	1200	0.052	
380779	25910-02-0508	32	100	0.320	1200	0.013	

Batch Comments:

Analyzed by Robert Dal Santo

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Results relate only to the items tested.

JMS Environmental Associates, Ltd.

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JMS PROJECT No.: J-25910

P.O. No.:

Page ___ of ___

CLIENT: St Mary's Episcopal Church CONTACT: Cate Williams REPORT TO:

PROJECT: 20 McHenry Ave PHONE: ( ) -

TAT: ____ HR. ____ DAY FAX: ( ) -

Results Needed by: STD EMAIL:

	Date Collected	Time Collected	Grab	Composite	Matrix*	Preservation Yes	Preservation No	# of Containers	Analysis Requested: RCRA	Comments on Sample: Volume (L)
25910-02-0501	2/5/24	14:00			S		X	1	X	1200
25910-02-0510	↓	↓			↓		↓	↓	↓	↓

Collected By: [illegible]	Date: 2/5/24	Time: 14:00
Relinquished By: [illegible]	Date: 2/7/24	Time: 16:40
Received By: [illegible]	Date: 2/8/24	Time: 11:40
Relinquished By:	Date:	Time:
Received By:	Date:	Time:
Relinquished By:	Date:	Time:
Received By:	Date:	Time:
Lab Submitted to:	Phone:	

Lab Use Only

Seals intact upon Receipt	☐ Yes	☐ No	☐ N/A
Broken Container(s)	☐ Yes	☐ No	
All Containers labeled	☐ Yes	☐ No	
Received in Ice	☐ Yes	☐ No	☐ N/A
All Samples Accounted for	☐ Yes	☐ No	
Suspected Contamination	☐ Yes	☐ No	

Comments:

* 1: Soil, 2:Water, 3:Sludge, 4: Bulk Building Material, 5: Air, 6: Dust, 7:Other

FIELD DATA AND SUMMARY OF AIR QUALITY RESULTS

JMS Environmental Associates, Ltd. JMS
816 Burr Oak Drive Westmont, Illinois 60559 (630) 655-8500 Fax: (630) 655-8724

CLIENT: St Mary's Episcopal Church
LOCATION: 210 McHenry Ave
JMS PROJECT #: J25910J
SAMPLING DATE: 5 February 2025
TECHNICIAN: C. Waddell

JMS SAMPLE ID	ACTIVITY	SAMPLE TYPE	SAMPLE LOCATION	TIME START	TIME STOP	TOTAL TIME (MIN.)	FLOW START STOP (L/MIN.)	VOLUME (L)	TOTAL FIBERS	TOTAL FIELDS	FIBERS PER CC
25910-0501	Prep	BK	1st Floor East	8:00	10:00	120	10.0	1200	76	100	0.030
0502	Prep	BK	1st Floor West	8:00	10:00	120	10.0	1200	52	100	0.020
0503	Prep	BK	BSMT East	8:00	10:00	120	10.0	1200	101	40	0.099
0504	Prep	BK	2nd Floor East	8:00	10:00	120	10.0	1200	86	100	0.034
0505	Prep	BK	BSMT West	10:00	12:00	120	10.0	1200	100	88	0.045
0506	Prep	IC	BSMT West	12:00	14:00	120	10.0	1200	20	100	0.008
0507	Prep	IC	1st Floor East	10:00	12:00	120	10.0	1200	100	76	0.052
0508	Prep	IC	BSMT East	10:00	12:00	120	10.0	1200	32	100	0.013
0509	Field	Blank #1							0	100	-
0510	Field	Blank #2							0	100	-

Key to Abbreviations

ACTIVITY:
PREP - site prep
REM - gross removal
GLBG - glovebag
CLN - clean-up
BGLO - bag loadout
CL - clearance

SAMPLE TYPE:
BK - background
PER - periodic air monitoring
PRS - personal
EX - excursion

OC - outside containment
IC - inside containment

Minimum Detection Limit: 5.5 Fibers per 100 Fields

"<" Indicates Less Than Detection Limit of Analytical Method

JMS ENVIRONMENTAL ASSOCIATES, LTD.

816 Burr Oak Drive * Westmont, Illinois 60559 * (630) 655-8500 * Fax (630) 655-8724

February 09, 2024

St. Mary's Episcopal Church, Crystal Lake
210 McHenry Avenue
Crystal Lake, IL 60014

ATTN: Catherine Williams

RE: Airborne Fiber Monitoring Results of samples submitted 02/07/2024
Project : Tarpley House Removal
JMS Project: 25910
JMS Batch: 36437

Dear Ms. Williams:

The following report concerns the air monitoring samples submitted to JMS Environmental Associates, Ltd for analysis of total airborne fibers. Sample(s) have been analyzed in accordance with the NIOSH Analytical Method 7400, issue 3, dated 14 June 2019 as titled "Asbestos and Other Fibers by PCM". An area of each filter is scanned using a phase contrast microscope at 400X magnification; fibers present are sized and counted. All fibers larger than or equal to 5 microns are counted.

Concentration of airborne fibers is calculated using the sample volumes provided. The results are summarized on the attached sheet.

Sample(s) will be discarded after 3 (three) months unless instructed otherwise by the client.

Thank you for consulting JMS Environmental Associates in this matter. If you have any questions concerning this report or the results, please feel free to contact us at (630) 655-8500.

Respectfully submitted,

JMS ENVIRONMENTAL ASSOCIATES, LTD.

Robert J. Dal Santo
Manager
Analytical Services

Enclosure

JMS Environmental Associates, LTD.

Total Airborne Fiber Report

Batch #:	36437
Project #:	25910

Client: St. Mary's Episcopal Church, Crystal Lake
Client Project: Tarpley House Removal
Client Project #:
Date of Analysis: Friday, February 9, 2024

Method: NIOSH 7400 Rev. 6/14//2019
Microscope Model: Nikon Alphaphot 2 (#144548)
Field Area: 0.00817 mm^2
Filter Area: 385 mm^2
Interlab CV: 0.098
MDL: 0.055 Fibers/field

Blanks:

Mean of Field Blanks: 0 Fibers/Fields

Log number	Sample ID	Fibers	Fields
380791	25910-02-0605	0	100
380792	25910-02-0606	0	100

Results: (Blank Corrected)

Sample Log #	Sample ID	Fibers	Fields	Fibers/Field	Vol(L)	Fibers/CC	Comments
380787	25910-02-0601	28	100	0.280	480	0.027	
380788	25910-02-0602	6	100	0.060	480	0.006	
380789	25910-02-0603	100	86	1.163	480	0.114	
380790	25910-02-0604	72	100	0.720	360	0.094	

Batch Comments:

Analyzed by Robert Dal Santo

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Results relate only to the items tested.

JMS Environmental Associates, Ltd.

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JMS PROJECT No.: J- 25910

P.O. No.:

CLIENT: St Mary's Episcopal Church CONTACT: Cate Williams REPORT TO:

PROJECT: 210 McHenry Ave PHONE: ( ) -

TAT: STD HR. 0 DAY FAX: ( ) -

Results Needed by: EMAIL:

	Date Collected	Time Collected	Grab	Composite	Matrix*	Preservation Yes	Preservation No	# of Containers	Analysis Requested: PCB	Comments on Sample: Volume (L)
25910-02-0601	2/6/24	14:00			5		X	1	X	480
	↓	↓			↓		↓	↓	↓	480
										480
										360
25910-02-0606	↓	↓			↓		↓	↓	↓	0
										0

Collected By: [signature]	Date: 2/6/24	Time: 14:00
Relinquished By: [signature]	Date: 2/7/24	Time: 16:40
Received By:	Date:	Time:
Relinquished By:	Date:	Time:
Received By:	Date:	Time:
Relinquished By:	Date:	Time:
Received By:	Date:	Time:
Lab Submitted to:	Phone:	

Lab Use Only

Seals intact upon Receipt	☐ Yes	☐ No	☐ N/A
Broken Container(s)	☐ Yes	☐ No	
All Containers labeled	☐ Yes	☐ No	
Received in Ice	☐ Yes	☐ No	☐ N/A
All Samples Accounted for	☐ Yes	☐ No	
Suspected Contamination	☐ Yes	☐ No	

Comments:

* 1: Soil, 2:Water, 3:Sludge, 4: Bulk Building Material, 5: Air, 6: Dust, 7:Other

FIELD DATA AND SUMMARY OF AIR QUALITY RESULTS

JMS Environmental Associates, Ltd. JMS
816 Burr Oak Drive Westmont, Illinois 60559 (630) 655-8500 Fax: (630) 655-8724

CLIENT: St Mary's Episcopal Church
LOCATION: 20 McHenry Ave
JMS PROJECT #: J2516

SAMPLING DATE: 6 February 2021 Tuesday
TECHNICIAN: C. Waddell

JMS SAMPLE ID	ACTIVITY	SAMPLE TYPE	SAMPLE LOCATION	TIME START	TIME STOP	TOTAL TIME (MIN.)	FLOW START STOP (L/MIN.)	VOLUME (L)	TOTAL FIBERS	TOTAL FIELDS	FIBERS PER CC
25916-02 0601	REM	IC	1st Floor East	9:00	13:00	240	2.0	480	28	100	0.027
0602	↓	↓	1st Floor West	9:00	13:00	240	2.0	480	6	100	0.006
0603	↓	↓	BSMT West	9:00	13:00	240	2.0	480	100	86	0.114
0604	↓	↓	BSMT East	11:00	14:00	180	2.0	360	72	100	0.094
0605	Field Blank #1			—	—	—	—	—	0	100	—
0606	Field Blank #2			—	—	—	—	—	0	100	—

Key to Abbreviations

ACTIVITY:
PREP - site prep
REM - gross removal
GLBG - glovebag
CLN - clean-up
BGLO - bag loadout
CL - clearance

SAMPLE TYPE:
BK - background
PER - periodic air monitoring
PRS - personal
EX - excursion
OC - outside containment
IC - inside containment

Minimum Detection Limit: 5.5 Fibers per 100 Fields

"<" Indicates Less Than Detection Limit of Analytical Method

JMS ENVIRONMENTAL ASSOCIATES, LTD.

816 Burr Oak Drive * Westmont, Illinois 60559 * (630) 655-8500 * Fax (630) 655-8724

February 09, 2024

St. Mary's Episcopal Church, Crystal Lake
210 McHenry Avenue
Crystal Lake, IL 60014

ATTN: Catherine Williams

RE: Airborne Fiber Monitoring Results of samples submitted 02/07/2024
Project : Tarpley House Removal
JMS Project: 25910
JMS Batch: 36436

Dear Ms. Williams:

The following report concerns the air monitoring samples submitted to JMS Environmental Associates, Ltd for analysis of total airborne fibers. Sample(s) have been analyzed in accordance with the NIOSH Analytical Method 7400, issue 3, dated 14 June 2019 as titled "Asbestos and Other Fibers by PCM". An area of each filter is scanned using a phase contrast microscope at 400X magnification; fibers present are sized and counted. All fibers larger than or equal to 5 microns are counted.

Concentration of airborne fibers is calculated using the sample volumes provided. The results are summarized on the attached sheet.

Sample(s) will be discarded after 3 (three) months unless instructed otherwise by the client.

Thank you for consulting JMS Environmental Associates in this matter. If you have any questions concerning this report or the results, please feel free to contact us at (630) 655-8500.

Respectfully submitted,

JMS ENVIRONMENTAL ASSOCIATES, LTD.

Robert J. Dal Santo
Manager
Analytical Services

Enclosure

JMS Environmental Associates, LTD.

Total Airborne Fiber Report

Batch #: 36436
Project #: 25910

Client: St. Mary's Episcopal Church, Crystal Lake
Client Project: Tarpley House Removal
Client Project #:
Date of Analysis: Friday, February 9, 2024

Method: NIOSH 7400 Rev. 6/14//2019
Microscope Model: Nikon Alphaphot 2 (#144548)
Field Area: 0.00817 mm^2
Filter Area: 385 mm^2
Interlab CV: 0.098
MDL: 0.055 Fibers/field

Blanks:

Mean of Field Blanks: 0 Fibers/Fields

Log number	Sample ID	Fibers	Fields
380785	25910-02-0704	0	100
380786	25910-02-0705	0	100

Results: (Blank Corrected)

Sample Log #	Sample ID	Fibers	Fields	Fibers/Field	Vol(L)	Fibers/CC	Comments
380782	25910-02-0701	100	68	1.471	480	0.144	
380783	25910-02-0702	100	56	1.786	480	0.175	
380784	25910-02-0703	56	100	0.560	480	0.055	

Batch Comments:

Analyzed by Robert Dal Santo

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JMS Environmental Associates, Ltd.

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JMS PROJECT No.: J- 25910

P.O. No.:

Page 1 of 1

CLIENT: St Marys Church CONTACT: Cate Williams REPORT TO:

PROJECT: 2nd McHenry PHONE: ( ) -

TAT: _____ HR. _____ DAY FAX: ( ) -

Results Needed by: STD EMAIL:

	Date Collected	Time Collected	Grab	Composite	Matrix*	Preservation Yes	Preservation No	# of Containers	Analysis Requested: PCM	Comments on Sample: Volume (L)
25910-02-0701	2/7/24	13:00			S		X	1	X	480
25910-02-0702	〃	〃			〃		〃	〃	〃	480
25910-02-0703	〃	〃			〃		〃	〃	〃	480
25910-02-0704	〃	〃			〃		〃	〃	〃	0
25910-02-0705	〃	〃			〃		〃	〃	〃	0

Collected By: Chad Cook	Date: 2/7/24	Time: 13:00
Relinquished By: Chad Cook	Date: 2/7/24	Time: 16:40
Received By:	Date: 2/8/24	Time: 1145
Relinquished By:	Date:	Time:
Received By:	Date:	Time:
Relinquished By:	Date:	Time:
Received By:	Date:	Time:
Lab Submitted to:	Phone:	

Lab Use Only

Seals intact upon Receipt	☐ Yes	☐ No	☐ N/A
Broken Container(s)	☐ Yes	☐ No	
All Containers labeled	☐ Yes	☐ No	
Received in Ice	☐ Yes	☐ No	☐ N/A
All Samples Accounted for	☐ Yes	☐ No	
Suspected Contamination	☐ Yes	☐ No	

Comments:

* 1: Soil, 2:Water, 3:Sludge, 4: Bulk Building Material, 5: Air, 6: Dust, 7:Other

FIELD DATA AND SUMMARY OF AIR QUALITY RESULTS

JMS Environmental Associates, Ltd. JMS
816 Burr Oak Drive Westmont, Illinois 60559 (630) 655-8500 Fax: (630) 655-8724

CLIENT: St Mary's Episcopal Church
LOCATION: ~~8220 Grove St~~ 210 McHenry Ave SAMPLING DATE: 7 February 2024 Wednesday
JMS PROJECT #: J25910 TECHNICIAN: Co Waddell

JMS SAMPLE ID	ACTIVITY	SAMPLE TYPE	SAMPLE LOCATION	TIME START	TIME STOP	TOTAL TIME (MIN.)	FLOW START STOP (L/MIN.)	VOLUME (L)	TOTAL FIBERS	TOTAL FIELDS	FIBERS PER CC
25910-02 0701	REM	IC	1st Flr East	9:00	13:00	240	2.0	480	100	68	0.144
0702	↓	↓	1st Flr West	9:00	13:00	240	2.0	480	100	56	0.175
0703	↓	↓	BSMT East	9:00	13:00	240	2.0	480	56	100	0.055
0704	Field Blank #1			—	—	—	—	—	0	100	—
0705	Field Blank #2			—	—	—	—	—	0	100	—
~~0706~~											

Key to Abbreviations
ACTIVITY:
PREP - site prep
REM - gross removal
GLBG - glovebag
CLN - clean-up
BGLO - bag loadout
CL - clearance

SAMPLE TYPE:
BK - background
PER - periodic air monitoring
PRS - personal
EX - excursion
OC - outside containment
IC - inside containment

Minimum Detection Limit: 5.5 Fibers per 100 Fields

"<" Indicates Less Than Detection Limit of Analytical Method

JMS ENVIRONMENTAL ASSOCIATES, LTD.

816 Burr Oak Drive * Westmont, Illinois 60559 * (630) 655-8500 * Fax (630) 655-8724

February 13, 2024

St. Mary's Episcopal Church, Crystal Lake
210 McHenry Avenue
Crystal Lake, IL 60014

ATTN: Catherine Williams

RE: Airborne Fiber Monitoring Results of samples submitted 02/08/2024
Project : Tarpley House Removal
JMS Project: 25910
JMS Batch: 36449

Dear Ms. Williams:

The following report concerns the air monitoring samples submitted to JMS Environmental Associates, Ltd for analysis of total airborne fibers. Sample(s) have been analyzed in accordance with the NIOSH Analytical Method 7400, issue 3, dated 14 June 2019 as titled "Asbestos and Other Fibers by PCM". An area of each filter is scanned using a phase contrast microscope at 400X magnification; fibers present are sized and counted. All fibers larger than or equal to 5 microns are counted.

Concentration of airborne fibers is calculated using the sample volumes provided. The results are summarized on the attached sheet.

Sample(s) will be discarded after 3 (three) months unless instructed otherwise by the client.

Thank you for consulting JMS Environmental Associates in this matter. If you have any questions concerning this report or the results, please feel free to contact us at (630) 655-8500.

Respectfully submitted,

JMS ENVIRONMENTAL ASSOCIATES, LTD.

Robert J. Dal Santo
Manager
Analytical Services

Enclosure

JMS Environmental Associates, LTD.

Total Airborne Fiber Report

Batch #: 36449
Project #: 25910

Client: St. Mary's Episcopal Church, Crystal Lake
Client Project: Tarpley House Removal
Client Project #:
Date of Analysis: Tuesday, February 13, 2024

Method: NIOSH 7400 Rev. 6/14//2019
Microscope Model: Nikon Alphaphot 2 (#144548)
Field Area: 0.00817 mm^2
Filter Area: 385 mm^2
Interlab CV: 0.098
MDL: 0.055 Fibers/field

Blanks:

Mean of Field Blanks: 0.005 Fibers/Fields

Log number	Sample ID	Fibers	Fields
380939	25910-02-0803	0	100
380940	25910-02-0804	1	100

Results: (Blank Corrected)

Sample Log #	Sample ID	Fibers	Fields	Fibers/Field	Vol(L)	Fibers/CC	Comments
380937	25910-02-0801	68	100	0.675	360	0.088	
380938	25910-02-0802	40	100	0.395	360	0.052	

Batch Comments:

Analyzed by Robert Dal Santo

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Results relate only to the items tested.

JMS Environmental Associates, Ltd.

816 Burr Oak Drive • Westmont, IL 60559 • (630) 655-8500 • Fax (630) 655-8724

JMS PROJECT No.: J- 25910

P.O. No.:

CLIENT: St Mary's Episcopal Church CONTACT: Cate Williams REPORT TO:

PROJECT: 218 McHenry Ave PHONE: ( ) -

TAT: _____ HR. _____ DAY FAX: ( ) -

Results Needed by: STD EMAIL:

	Date Collected	Time Collected	Grab	Composite	Matrix*	Preservation Yes	Preservation No	# of Containers	Analysis Requested: PCB	Comments on Sample: Volume (L)
25910-02-0801	2/8/24	12:00			5		X	1	X	360
⋮	↓	↓			↓		↓	↓	↓	360
25910-02-0804	↓	↓			↓		↓	↓	↓	0
										0

Collected By: [signature]	Date: 2/8/24	Time: 12:00
Relinquished By: [signature]	Date: 2/9/24	Time: 17:40
Received By: [signature]	Date: 2/12/24	Time: 1100
Relinquished By:	Date:	Time:
Received By:	Date:	Time:
Relinquished By:	Date:	Time:
Received By:	Date:	Time:
Lab Submitted to:	Phone:	

Lab Use Only

Seals intact upon Receipt	☐ Yes	☐ No	☐ N/A
Broken Container(s)	☐ Yes	☐ No	
All Containers labeled	☐ Yes	☐ No	
Received in Ice	☐ Yes	☐ No	☐ N/A
All Samples Accounted for	☐ Yes	☐ No	
Suspected Contamination	☐ Yes	☐ No	

Comments:

* 1: Soil, 2:Water, 3:Sludge, 4: Bulk Building Material, 5: Air, 6: Dust, 7:Other

FIELD DATA AND SUMMARY OF AIR QUALITY RESULTS

JMS Environmental Associates, Ltd. JMS
816 Burr Oak Drive Westmont, Illinois 60559 (630) 655-8500 Fax: (630) 655-8724

CLIENT: St Mary's Episcopal Church
LOCATION: 210 McHenry Ave
JMS PROJECT #: J25910
SAMPLING DATE: 8 February 2024 Thursday
TECHNICIAN: Co Waddell

JMS SAMPLE ID	ACTIVITY	SAMPLE TYPE	SAMPLE LOCATION	TIME START	TIME STOP	TOTAL TIME (MIN.)	FLOW START STOP (L/MIN.)	VOLUME (L)	TOTAL FIBERS	TOTAL FIELDS	FIBERS PER CC
25910-02-0801	REM	IC	1st Flr Kitchen	9:00	12:00	180	20	360	68	100	0.088
0802	↓	IC	1st Flr East	9:00	12:00	180	2.0	360	40	100	0.052
0803	Field Blank #1			—					0	100	—
0804	Field Blank #2			—					1	100	—

Key to Abbreviations
ACTIVITY:
PREP - site prep
REM - gross removal
GLBG - glovebag
CLN - clean-up
BGLO - bag loadout
CL - clearance

SAMPLE TYPE:
BK - background
PER - periodic air monitoring
PRS - personal
EX - excursion
OC - outside containment
IC - inside containment

Minimum Detection Limit: 5.5 Fibers per 100 Fields

"<" Indicates Less Than Detection Limit of Analytical Method

JMS ENVIRONMENTAL ASSOCIATES, LTD.

816 Burr Oak Drive * Westmont, Illinois 60559 * (630) 655-8500 * Fax (630) 655-8724

February 13, 2024

St. Mary's Episcopal Church, Crystal Lake
210 McHenry Avenue
Crystal Lake, IL 60014

ATTN: Catherine Williams

RE: Airborne Fiber Monitoring Results of samples submitted 02/09/2024
Project : Tarpley House Removal
JMS Project: 25910
JMS Batch: 36450

Dear Ms. Williams:

The following report concerns the air monitoring samples submitted to JMS Environmental Associates, Ltd for analysis of total airborne fibers. Sample(s) have been analyzed in accordance with the NIOSH Analytical Method 7400, issue 3, dated 14 June 2019 as titled "Asbestos and Other Fibers by PCM". An area of each filter is scanned using a phase contrast microscope at 400X magnification; fibers present are sized and counted. All fibers larger than or equal to 5 microns are counted.

Concentration of airborne fibers is calculated using the sample volumes provided. The results are summarized on the attached sheet.

Sample(s) will be discarded after 3 (three) months unless instructed otherwise by the client.

Thank you for consulting JMS Environmental Associates in this matter. If you have any questions concerning this report or the results, please feel free to contact us at (630) 655-8500.

Respectfully submitted,

JMS ENVIRONMENTAL ASSOCIATES, LTD.

Robert J. Dal Santo
Manager
Analytical Services

Enclosure

JMS Environmental Associates, LTD.

Total Airborne Fiber Report

Batch #: 36450
Project #: 25910

Client: St. Mary's Episcopal Church, Crystal Lake
Client Project: Tarpley House Removal
Client Project #:
Date of Analysis: Tuesday, February 13, 2024

Method: NIOSH 7400 Rev. 6/14//2019
Microscope Model: Nikon Alphaphot 2 (#144548)
Field Area: 0.00817 mm^2
Filter Area: 385 mm^2
Interlab CV: 0.098
MDL: 0.055 Fibers/field

Blanks:

Mean of Field Blanks: 0 Fibers/Fields

Log number	Sample ID	Fibers	Fields
380944	25910-02-0904	0	100
380945	25910-02-0905	0	100

Results: (Blank Corrected)

Sample Log #	Sample ID	Fibers	Fields	Fibers/Field	Vol(L)	Fibers/CC	Comments
380941	25910-02-0901	16	100	0.160	360	0.021	
380942	25910-02-0902	36	100	0.360	360	0.047	
380943	25910-02-0903	14	100	0.140	360	0.018	

Batch Comments:

Analyzed by Robert Dal Santo

This report shall not be reproduced except in full, without the express written approval of the laboratory.
This report must not be used to claim endorsement by an accrediting organization or any other agency of the U.S. Government.
Results relate only to the items tested.

JMS Environmental Associates, Ltd.

816 Burr Oak Drive • Westmont, IL 60559 • (630) 655-8500 • Fax (630) 655-8724

JMS PROJECT No.: J- 25910

P.O. No.:

CLIENT: St Mary's Episcopal Church CONTACT: Cate Williams REPORT TO:

PROJECT: 210 McHenry Ave PHONE: ( ) -

TAT: _____ HR. _____ DAY FAX: ( ) -

Results Needed by: STD EMAIL:

	Date Collected	Time Collected	Grab	Composite	Matrix*	Preservation Yes	Preservation No	# of Containers	Analysis Requested: PCM	Comments on Sample: Volume
25910-02-0901	2/9/24	12:02			S		X	2	X	360
⋮	↓	↓			↓		↓	↓	↓	360
25910-02-0905	↓	↓			↓		↓	↓	↓	360
										0
										0

Collected By: CT Woodall	Date: 2/9/24	Time: 12:02
Relinquished By: CT Woodall	Date: 2/9/24	Time: 17:40
Received By:	Date:	Time:
Relinquished By:	Date:	Time:
Received By:	Date:	Time:
Relinquished By:	Date:	Time:
Received By:	Date:	Time:
Lab Submitted to:	Phone:	

Lab Use Only

Seals intact upon Receipt	☐ Yes	☐ No	☐ N/A
Broken Container(s)	☐ Yes	☐ No	
All Containers labeled	☐ Yes	☐ No	
Received in Ice	☐ Yes	☐ No	☐ N/A
All Samples Accounted for	☐ Yes	☐ No	
Suspected Contamination	☐ Yes	☐ No	

Comments:

* 1: Soil, 2:Water, 3:Sludge, 4: Bulk Building Material, 5: Air, 6: Dust, 7:Other

FIELD DATA AND SUMMARY OF AIR QUALITY RESULTS

JMS Environmental Associates, Ltd. JMS
816 Burr Oak Drive Westmont, Illinois 60559 (630) 655-8500 Fax: (630) 655-8724

CLIENT: St Marys Episcopal Church
LOCATION: 210 McHenry Ave
JMS PROJECT #: J25910
SAMPLING DATE: 9 February 2024 Friday
TECHNICIAN: Co Waddell

JMS SAMPLE ID	ACTIVITY	SAMPLE TYPE	SAMPLE LOCATION	TIME START	TIME STOP	TOTAL TIME (MIN.)	FLOW START STOP (L/MIN.)	VOLUME (L)	TOTAL FIBERS	TOTAL FIELDS	FIBERS PER CC
25910-02-0901	REM	IC	East RM 1st Flr	9:00	12:00	180	2.0	360	16	100	0.021
0902	"	"	2nd Flr NW	9:00	12:00	180	2.0	360	36	100	0.047
0903	"	"	Connecting HW	9:00	12:00	180	2.0	360	14	100	0.018
0904	Field Blank #1			—	—	—	—	—	0	100	—
0905	Field Blank #2			"	"	"	"	"	0	100	—

Key to Abbreviations
ACTIVITY:
PREP - site prep
REM - gross removal
GLBG - glovebag
CLN - clean-up
BGLO - bag loadout
CL - clearance

SAMPLE TYPE:
BK - background
PER - periodic air monitoring
PRS - personal
EX - excursion

OC - outside containment
IC - inside containment

Minimum Detection Limit: 5.5 Fibers per 100 Fields

"<" Indicates Less Than Detection Limit of Analytical Method

JMS ENVIRONMENTAL ASSOCIATES, LTD.

816 Burr Oak Drive * Westmont, Illinois 60559 * (630) 655-8500 * Fax (630) 655-8724

February 12, 2024

St. Mary's Episcopal Church, Crystal Lake
210 McHenry Avenue
Crystal Lake, IL 60014

ATTN: Catherine Williams

RE: Airborne Fiber Monitoring Results of samples submitted 02/12/2024
Project : Tarpley House Removal
JMS Project: 25910
JMS Batch: 36446

Dear Ms. Williams:

The following report concerns the air monitoring samples submitted to JMS Environmental Associates, Ltd for analysis of total airborne fibers. Sample(s) have been analyzed in accordance with the NIOSH Analytical Method 7400, issue 3, dated 14 June 2019 as titled "Asbestos and Other Fibers by PCM". An area of each filter is scanned using a phase contrast microscope at 400X magnification; fibers present are sized and counted. All fibers larger than or equal to 5 microns are counted.

Concentration of airborne fibers is calculated using the sample volumes provided. The results are summarized on the attached sheet.

Sample(s) will be discarded after 3 (three) months unless instructed otherwise by the client.

Thank you for consulting JMS Environmental Associates in this matter. If you have any questions concerning this report or the results, please feel free to contact us at (630) 655-8500.

Respectfully submitted,

JMS ENVIRONMENTAL ASSOCIATES, LTD.

Robert J. Dal Santo
Manager
Analytical Services

Enclosure

JMS Environmental Associates, LTD.

Total Airborne Fiber Report

Batch #: 36446
Project #: 25910

Client: St. Mary's Episcopal Church, Crystal Lake
Client Project: Tarpley House Removal
Client Project #:
Date of Analysis: Monday, February 12, 2024

Method: NIOSH 7400 Rev. 6/14//2019
Microscope Model: Nikon Alphaphot 2 (#144548)
Field Area: 0.00817 mm^2
Filter Area: 385 mm^2
Interlab CV: 0.098
MDL: 0.055 Fibers/field

Blanks:

Mean of Field Blanks: 0 Fibers/Fields

Log number	Sample ID	Fibers	Fields
380926	25910-02-09104	0	100
380927	25910-02-09105	0	100

Results: (Blank Corrected)

Sample Log #	Sample ID	Fibers	Fields	Fibers/Field	Vol(L)	Fibers/CC	Comments
380923	25910-02-09101	12	100	0.120	1200	0.005	
380924	25910-02-09102	12	100	0.120	1200	0.005	
380925	25910-02-09103	6	100	0.060	1200	0.002	

Batch Comments:

Analyzed by Robert Dal Santo

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This report must not be used to claim endorsement by an accrediting organization or any other agency of the U.S. Government.
Results relate only to the items tested.

JMS Environmental Associates, Ltd.

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JMS PROJECT No.: J-25910

P.O. No.:

CLIENT: St Mary's Episcopal Church CONTACT: Cate Williams REPORT TO:

PROJECT: 210 McHenry Ave PHONE: ( ) -

TAT: 4 HR. DAY FAX: ( ) -

Results Needed by: 11 AM on 2/12 EMAIL:

	Date Collected	Time Collected	Grab	Composite	Matrix*	Preservation Yes	Preservation No	# of Containers	Analysis Requested: PCB	Comments on Sample: Volume (L)
25910-02-09101	2/9/24	15:00			S		X	1	X	1200
↓	↓	↓			↓		↓	↓	↓	1200
↓	↓	↓			↓		↓	↓	↓	1200
25910-02-09105	↓	↓			↓		↓	↓	↓	0
										0

Collected By:		Date: 2/9/24	Time: 15:00
Relinquished By:		Date: 2/9/24	Time: 17:40
Received By:		Date: 2/12/24	Time: 8:50am
Relinquished By:		Date:	Time:
Received By:		Date:	Time:
Relinquished By:		Date:	Time:
Received By:		Date:	Time:
Lab Submitted to:		Phone:	

Lab Use Only

Seals intact upon Receipt	☐ Yes	☐ No	☐ N/A
Broken Container(s)	☐ Yes	☐ No	
All Containers labeled	☐ Yes	☐ No	
Received in Ice	☐ Yes	☐ No	☐ N/A
All Samples Accounted for	☐ Yes	☐ No	
Suspected Contamination	☐ Yes	☐ No	

Comments:

* 1: Soil, 2:Water, 3:Sludge, 4: Bulk Building Material, 5: Air, 6: Dust, 7:Other

FIELD DATA AND SUMMARY OF AIR QUALITY RESULTS

JMS Environmental Associates, Ltd. JMS
816 Burr Oak Drive Westmont, Illinois 60559 (630) 655-8500 Fax: (630) 655-8724

CLIENT: St Mary's Episcopal Church
LOCATION: 210 McHenry Ave
JMS PROJECT #: J25910 J
SAMPLING DATE: 9 February 2004 Friday
TECHNICIAN: Co Waddell

JMS SAMPLE ID	ACTIVITY	SAMPLE TYPE	SAMPLE LOCATION	TIME START	TIME STOP	TOTAL TIME (MIN.)	FLOW START STOP (L/MIN.)	VOLUME (L)	TOTAL FIBERS	TOTAL FIELDS	FIBERS PER CC
25910-02-09101	CL	IC	East BSMT	1:00	3:00	120	10.0	1200	12	100	0.005
09102	↓	↓	West BSMT (Tent West)	1:00	3:00	120	10.0	1200	12	100	0.005
09103	↓	↓	West BSMT (Tent East)	1:00	3:00	120	10.0	1200	6	100	0.002
09104	Field Blank #1			—	—	—	—	—	0	100	—
09105	Field Blank #2			—	—	—	—	—	0	100	—

Key to Abbreviations

ACTIVITY:
PREP - site prep
REM - gross removal
GLBG - glovebag
CLN - clean-up
BGLO - bag loadout
CL - clearance

SAMPLE TYPE:
BK - background
PER - periodic air monitoring
PRS - personal
EX - excursion
OC - outside containment
IC - inside containment

Minimum Detection Limit: 5.5 Fibers per 100 Fields

"<" Indicates Less Than Detection Limit of Analytical Method

JMS ENVIRONMENTAL ASSOCIATES, LTD.

816 Burr Oak Drive * Westmont, Illinois 60559 * (630) 655-8500 * Fax (630) 655-8724

February 13, 2024

St. Mary's Episcopal Church, Crystal Lake
210 McHenry Avenue
Crystal Lake, IL 60014

ATTN: Catherine Williams

RE: Airborne Fiber Monitoring Results of samples submitted 02/12/2024
Project : Tarpley House Removal
JMS Project: 25910
JMS Batch: 36455

Dear Ms. Williams:

The following report concerns the air monitoring samples submitted to JMS Environmental Associates, Ltd for analysis of total airborne fibers. Sample(s) have been analyzed in accordance with the NIOSH Analytical Method 7400, issue 3, dated 14 June 2019 as titled "Asbestos and Other Fibers by PCM". An area of each filter is scanned using a phase contrast microscope at 400X magnification; fibers present are sized and counted. All fibers larger than or equal to 5 microns are counted.

Concentration of airborne fibers is calculated using the sample volumes provided. The results are summarized on the attached sheet.

Sample(s) will be discarded after 3 (three) months unless instructed otherwise by the client.

Thank you for consulting JMS Environmental Associates in this matter. If you have any questions concerning this report or the results, please feel free to contact us at (630) 655-8500.

Respectfully submitted,

JMS ENVIRONMENTAL ASSOCIATES, LTD.

Robert J. Dal Santo
Manager
Analytical Services

Enclosure

JMS Environmental Associates, LTD.

Total Airborne Fiber Report

Batch #: 36455
Project #: 25910

Client: St. Mary's Episcopal Church, Crystal Lake
Client Project: Tarpley House Removal
Client Project #:
Date of Analysis: Tuesday, February 13, 2024

Method: NIOSH 7400 Rev. 6/14//2019
Microscope Model: Nikon Alphaphot 2 (#144548)
Field Area: 0.00817 mm^2
Filter Area: 385 mm^2
Interlab CV: 0.098
MDL: 0.055 Fibers/field

Blanks:

Mean of Field Blanks: 0 Fibers/Fields

Log number	Sample ID	Fibers	Fields
380968	25910-02-1207	0	100
380969	25910-02-1208	0	100

Results: (Blank Corrected)

Sample Log #	Sample ID	Fibers	Fields	Fibers/Field	Vol(L)	Fibers/CC	Comments
380962	25910-02-1201	3	100	< 0.055*	1200	< 0.002	
380963	25910-02-1202	4	100	< 0.055*	1200	< 0.002	
380964	25910-02-1203	5.5	100	0.055	1200	0.002	
380965	25910-02-1204	7	100	0.070	1200	0.003	
380966	25910-02-1205	8	100	0.080	1200	0.003	
380967	25910-02-1206	6	100	0.060	1200	0.002	

Batch Comments:

Analyzed by Robert Dal Santo 

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Results relate only to the items tested.

JMS Environmental Associates, Ltd.

816 Burr Oak Drive • Westmont, IL 60559 • (630) 655-8500 • Fax (630) 655-8724

JMS PROJECT No.: J- 25910

P.O. No.:

CLIENT: St Mary's Episcopal Church CONTACT: _____ REPORT TO: _____

PROJECT: 210 McHenry Ave PHONE: ( ) - _____

TAT: 4 HR. _____ DAY FAX: ( ) - _____

Results Needed by: _____ EMAIL: _____

	Date Collected	Time Collected	Grab	Composite	Matrix*	Preservation Yes	Preservation No	# of Containers	Analysis Requested: TCM	Comments on Sample: Volume
25910-02-1801	2-12-24	13:15			S		X	1	X	1200
25910-02-1208										

Collected By:	Date: 2-12-24	Time: 13:15
Relinquished By:	Date: 2-12-24	Time: 14:15
Received By:	Date: 2/12/24	Time: 2:15 pm
Relinquished By:	Date:	Time:
Received By:	Date:	Time:
Relinquished By:	Date:	Time:
Received By:	Date:	Time:
Lab Submitted to:	Phone:	

Lab Use Only

Seals intact upon Receipt	☐ Yes	☐ No	☐ N/A
Broken Container(s)	☐ Yes	☐ No	
All Containers labeled	☐ Yes	☐ No	
Received in Ice	☐ Yes	☐ No	☐ N/A
All Samples Accounted for	☐ Yes	☐ No	
Suspected Contamination	☐ Yes	☐ No	

Comments:

* 1: Soil, 2:Water, 3:Sludge, 4: Bulk Building Material, 5: Air, 6: Dust, 7:Other

FIELD DATA AND SUMMARY OF AIR QUALITY RESULTS

JMS Environmental Associates, Ltd. JMS
816 Burr Oak Drive Westmont, Illinois 60559 (630) 655-8500 Fax: (630) 655-8724

CLIENT: St Mary's Episcopal Church
LOCATION: 210 McHenry Ave
JMS PROJECT #: J25910

SAMPLING DATE: 12 February 2024 Monday
TECHNICIAN: J. Sterner

JMS SAMPLE ID	ACTIVITY	SAMPLE TYPE	SAMPLE LOCATION	TIME START	TIME STOP	TOTAL TIME (MIN.)	FLOW START STOP (L/MIN.)	VOLUME (L)	TOTAL FIBERS	TOTAL FIELDS	FIBERS PER CC
J25910-02-1201	CL	IC	1st East Room	10:59	12:59	120	10.0	1200	3	100	<0.002
1202	"	"	1st Kitchen	11:01	13:01	120	10.0	1200	4	100	<0.002
1203	"	"	1st West Room	11:02	13:02	120	10.0	1200	5.5	100	0.002
1204	"	"	2nd East Room	11:04	13:04	120	10.0	1200	7	100	0.003
1205	"	"	2nd NW Room	11:06	13:06	120	10.0	1200	8	100	0.003
1206	↓	↓	2nd SW Room	11:06	13:06	120	10.0	1200	6	100	0.002
1207	Field Blank #1										
1208	Field Blank #2										

Key to Abbreviations
ACTIVITY:
PREP - site prep
REM - gross removal
GLBG - glovebag
CLN - clean-up
BGLO - bag loadout
CL - clearance

SAMPLE TYPE:
BK - background
PER - periodic air monitoring
PRS - personal
EX - excursion
OC - outside containment
IC - inside containment

Minimum Detection Limit: 5.5 Fibers per 100 Fields

"<" Indicates Less Than Detection Limit of Analytical Method

JMS
Environmental Associates, Ltd.
816 Burr Oak Drive • Westmont, Illinois 60559
(630) 655-8500 • FAX (630) 655-8724

JMS Project: J25910
St Mary's Episcopal Church
Tarpley House Abatement

Location: 210 McHenry Ave
Crystal Lake, Illinois

Date: 5 February 2024 Monday

Observer (s): C. Waddell

Time	Description
7:00 Am	JMS onsite with church contact and 3 Vortex workers and 1 Vortex superintendent. Access given to building. Kitchen, east room, 2nd floor rooms have alot of furniture/supplies. JMS and Church crew move furniture/supplies to be saved into east old office where no asbestos removal will occur. Vortex begins prep for tile and mastic removal in east basement.
8:00 Am	Mastic on 1st floor is under carpet squares on thin underlayment layer in east and west areas. In kitchen tile appears to go under island. Vortex demos island. Site has power throughout. Water will be brought from Church.
9:00 Am	Church staff sort through areas, non ACM garbage to be thrown out for garbage pickup later in the day.
10:00 Am	Vortex continues prep work. Garbage pickup scheduled for 1:00 PM
11:00 Am	Vortex breaks for lunch.
11:30 Am	Vortex resumes prep work. Wood shelf in kitchen demoed to access 9" tile and mastic below. 2 Workers prep west basement for TSI wrap removal.
12:30 PM	Non-ACM waste placed outside for garbage pickup.

JMS Technician Signature: C. Waddell Reviewed by: C. Waddell

WHITE - Office CANARY - Technician

JMS
Environmental Associates, Ltd.
816 Burr Oak Drive • Westmont, Illinois 60559
(630) 655-8500 • FAX (630) 655-8724

JMS Project: J25910
St Mary's Episcopal Church
Tarpley House Abatement

Location: 210 McHenry Ave
Crystal Lake, Illinois

Date: 5 February 2024 Monday

Observer (s): C. Waddell

Time	Description
	all Vortex crew are in west basement working on prep.
1:30PM	Garbage pickup delayed. Will occur after JMS/Vortex finish for the days.
2:45 AM	Basement prep finished. Crew carry demoed kitchen island outside for garbage pickup.
3:00PM	Work concludes. JMS / Vortex secure site and depart.

JMS Technician Signature: C. Waddell Reviewed by: C. Waddell

JMS
Environmental Associates, Ltd.
816 Burr Oak Drive • Westmont, Illinois 60559
(630) 655-8500 • FAX (630) 655-8724

JMS Project: J25910
St Mary's Episcopal Church
Tarpley House Abatement

Location: 210 McHenry Ave
Crystal Lake, Illinois

Date: 6 February 2024 Tuesday

Observer (s): C. Waddell

Time	Description
7:00 AM	JMS onsite with 3 man Vortex Crew to continue abatement work. Church contact opens up site.
8:00 AM	Crew remove carpet squares in east ½ large room. Carpet has residual mastic and is treated as ACM. Air scrubber started in basement west and crew begin wet glovebag ACM pipe wrap removal.
10:00AM	Crew continue exposing mastic under carpet in east room. ACM runs/elbows are cut wet within glovebags. Water pulled from hose from main church.
11:00AM	Crew breaks for lunch.
11:30 AM	Work resumes. 1 Worker continues TSI removal. 2 Workers start non friable mastic on underlayment in the east area.
12:30 PM	Removal continues. JMS reminds Vortex to adequately wet ACM waste.
2:00 PM	Glovebag TSI removal complete all waste loaded out to truck.
2:30 PM	Underlayment removal stops for the day. Crew load out ACM waste.
3:00 PM	Loadout complete, site secured JMS/Vortex depart.

JMS Technician Signature: C. Waddell Reviewed by: C. Waddell

WHITE - Office CANARY - Technician

JMS
Environmental Associates, Ltd.
816 Burr Oak Drive • Westmont, Illinois 60559
(630) 655-8500 • FAX (630) 655-8724

JMS Project: J25910
St Mary's Episcopal Church
Tarpey House

Location: 910 McHenry Ave
Crystal Lake, Illinois

Date: 7 February 2024 Wednesday

Observer (s): C. Waddell

Time	Description
7:00 AM	JMS onsite with Church contact to open up site. Vortex crew 2 workers and 1 supervisor onsite to continue abatement. 1 Worker removes mastic/tile from concrete in east basement. 2nd Worker and sup start underlayment with black mastic and tile remnant removal in West room and kitchen
8:00 AM	Plywood underlayment in kitchen is nailed and glued. Vortex will scrap mastic off. No truck due to mechanical issues.
9:00 AM	Solvent mastic removal continues in east basement. JMS surveys basement and tells Vortex where to cut flooring in kitchen. JMS starts air sampling.
10:00 AM	Vortex opens area in kitchen for pipe removal. Area will be sealed after removal. Glovebags and water used for removal.
11:30 AM	TSI removal complete. Crew break for lunch.
12:00 PM	Work resumes 2 crew focus on mastic removal in kitchen and 1 worker on mastic removal in east basement.
1:00 PM	Removal continues, all waste double bagged and sealed. Waste placed in east room, will be removed when truck is back onsite.
3:00 PM	Work concludes, east basement removal complete. Crew depart.

JMS Technician Signature: C. Waddell Reviewed by: C. Waddell

WHITE - Office CANARY - Technician

JMS
Environmental Associates, Ltd.
816 Burr Oak Drive · Westmont, Illinois 60559
(630) 655-8500 · FAX (630) 655-8724

JMS Project: J5910
St Mary's Episcopal Church
Tarpley House Abatement

Location: 210 McHenry Ave
Crystal Lake, Illinois

Date: 8 February 2024 Thursday

Observer (s): C. Waddell

Time	Description
7:00 AM	Church contact opens up site. JMS onsite with 3 workers to continue abatement activities. 2 workers focus on mastic removal in kitchen and 1 cleans west basement after TSI removal. All pipes will be wet wiped.
8:00 AM	Cleaning in basement complete. All workers focus on mastic removal in kitchen.
9:00 AM	Black paint noted in western edge of kitchen and west room. Additional mastic found under linoleum layer on landing going to east basement. Continues in kitchen Mastic removal ^.
10:00 AM	2 workers resume underlayment removal in east 1st floor. 1 worker remains in kitchen to finish mastic.
11:00 AM	Vortex breaks for lunch.
11:30 AM	Crew resume abatement. Kitchen mastic removal complete. 1 worker preps 2nd floor SE room for ceiling tile removal.
12:30 PM	All waste loaded into west part of east room.
1:30 PM	Crew encapsulate basement. Vortex run out of encapsulant will have to finish 2/9.
2:30 PM	Removal complete for the day. 1 2nd floor room prep. Site cleaned ^
3:00 PM	Cleaning finished for the day. Site secured and JMS/Vortex departs.

JSM Technician Signature: C. Waddell Reviewed by: C. Waddell

WHITE - Office CANARY - Technician

JMS
Environmental Associates, Ltd.
816 Burr Oak Drive • Westmont, Illinois 60559
(630) 655-8500 • FAX (630) 655-8724

JMS Project: J25910
St Mary's Episcopal Church
Tearpley Abatement

Location: 210 McHenry Ave
Crystal Lake, McHenry County, Illinois

Date: 9 February 2024 Friday

Observer (s): C. Waddell

Time	Description
7:00 AM	JMS onsite at 210 McHenry Ave in Crystal Lake, Illinois. Church contact opens up site. 3 Vortex workers onsite to continue abatement. Truck back onsite crew load out waste from 2/7 and 2/8.
8:00 AM	Waste loaded to truck crew prep 2nd floor rooms for ceiling tile removal and start removing remaining underlayment with mastic on 1st floor.
9:00 AM	2nd floor rooms ready for ceiling tile removal. Vortex begins removal. All underlayment removed from 1st floor.
11:00 AM	Ceiling tile removal continues. 1 worker preps connecting hallway for whole floor tile removal.
12:00 PM	HW tile removed worker starts mastic remover with solvent.
1:00 PM	JMS starts air clearances in basement. Vortex loads out ACM ceiling tile.
2:30 PM	final cleanup around site. 2nd floor rooms sprayed with encap.
3:00 PM	Crew paint east stairs and kitchen. Clearances pulled. Waste loaded into truck.
4:15 PM	Painting concludes, site sealed and crew departs.

JMS Technician Signature: C. Waddell **Reviewed by:** C. Waddell

WHITE - Office CANARY - Technician

JMS
Environmental Associates, Ltd.
816 Burr Oak Drive • Westmont, Illinois 60559
(630) 655-8500 • FAX (630) 655-8724

JMS Project: J-25910
St. Mary's Episcopal Church
Tapley House Abatement

Location: 210 McHenry Ave
Crystal Lake, IL

Date: 12 February, 2024-Monday

Observer (s): J. Stemer

Time	Description
11:00	JMS arrives onsite at 210 McHenry Ave in Crystal Lake, IL to perform clearance PCM air samples in Six (6) locations around the abated areas in the Tapley House on the first & second floors.
11:10	All clearance samples have started.
13:15	All samples collected. Equipment left onsite until tomorrow. JMS leaves site.

JMS Technician Signature:

Reviewed by:

JMS
Environmental Associates, Ltd.
816 Burr Oak Drive • Westmont, Illinois 60559
(630) 655-8500 • FAX (630) 655-8724

JMS Project: J25910
St Mary's Episcopal Church
Tarpley House Abatement

Location: 210 McHenry Ave
Crystal Lake, IL

Date: 13 February 2024 - Tuesday

Observer (s): C. Waddell

Time	Description
1:35 pm	1 Vortex worker onsite for teardown.
3:30 pm	JMS onsite. Vortex has finished with 2nd Flr and working on 1st floor teardown.
4:00 pm	JMS and Church contact walkthrough site.
5:15 pm	Teardown complete. Crew depart with site secured.

JMS Technician Signature: C. Waddell Reviewed by: C. Waddell

WHITE - Office CANARY - Technician

JMS Environmental Associates, Ltd.

CONTRACTOR'S PROJECT SUBMITTALS

STATE OF ILLINOIS DEMOLITION/RENOVATION/ASBESTOS PROJECT NOTIFICATION FORM

Environmental Protection Agency (IEPA): Projects of at least 160 sq./ft or 260 linear ft., or 1 cubic meter and all demolition projects shall be submitted to IEPA. This form shall be submitted for all original notifications and revisions to IEPA **($150)** Attach Illinois E-Pay receipt if paid electronically.

Illinois Department of Public Health (IDPH): Abatement projects greater than 3 sq./ft and or 3 linear ft. up to 160 sq.ft or 260 linear feet and all school projects shall be submitted to IDPH. This form shall be submitted for all original notifications and revisions to IDPH (no fee).

Cook County (excluding the City of Chicago): The Department of Environment and Sustainability no longer accepts paper notifications. Visit: www.cookcountyil.gov/agency/environmental-control for electronic submission of notifications.

City of Chicago: All projects in the City of Chicago, except residential renovations in buildings with fewer than two dwelling units, must notify the City & IEPA if applicable. This form and appropriate fee shall be submitted for all notifications to the City of Chicago (see bottom pg 2 for fee amount).

Copies of this form may be found at: www.ildceo.net/enviro

Date: Jan. 19 2024 — Illinois E-Pay Authorization Code:

TYPE OF NOTIFICATION: ☒ original ☐ demolition ☐ renovation ☐ cancellation ☐ revision ☐ ordered demolition ☐ annual

Check Type of Project Below: *(Check all that apply.)*

☒ Friable School Project ☐ Non-Friable School Floor Tile Project ☐ Commercial Public Building (Friable & Non-Friable)

Revised by: ☐ Contractor ☐ Owner ☐ Project Designer #of times revised: List Section #'s being revised:

1. FACILITY INFORMATION:

Facility name: Tarpley House — School Bldg ID: n/a

Location of Asbestos Containing Material (ACM) in Structure: 1st. and 2nd. floor, floor tiles , TSI basement

Bldg Size: Sq.Ft.: 4000 #Flrs: 2 Age: 50+ Present Use: no

Prior Use: Church — Future Use (demo): tbd

Address: 210 McHenry Ave. City: Crystal Lake County: ~~DuPage~~ McHenry Zip: 60014

Contact: Cate Williams Phone: 815/354-4313

2. FACILITY OWNER OR SCHOOL DISTRICT: *(Tip: Complete for all projects Commercial/Public or Schools)*

Facility Owner Name: St. Mary Episcopal Church

Address: 210 McHenry Ave. City: Crystal Lake State: IL Zip: 60014

Contact: as above Email: Phone: as above

Copies of abatement permission and written verification certification to all building occupants and users from the building owner or school board shall be submitted for IDPH public and private school facilities as required by Section 855.350 of the IDPH Asbestos Code.

3. ASBESTOS CONTRACTOR NAME: Vortex Environmental Inc ID#: 0769

Address: PO Box 398 City: Northbrook State: IL Zip: 60062

Contact: Wojtek Email: wojtek66@msn.com Phone: 8473445409

4. DEMOLITION CONTRACTOR NAME: n/a

Address: City: State: Zip:

Contact: Email: Phone:

5. ABATEMENT INFORMATION: Is Asbestos Present? ☒ Yes ☐ No

Description of Planned Demolition or Renovation Work and Methods to be Employed Including Demolition or Renovation Techniques:

Insolate work area with plastic, place warning signs. Material will be removed using wet method.

Description of Work Practice(s) and Engineering Controls used to Prevent Emissions at the Demolition or Renovation Site:

Water will be used to keep material wet.

6. QUANTITIES:

	Regulated Asbestos Containing Material to be removed (RACM)	Non-friable asbestos not to be removed (demolition) CAT I	CAT II	Non-friable asbestos to be removed CAT I	CAT II	TOTAL ASBESTOS TO BE REMOVED
Pipes (Ln. Ft.):	150					150
Surface Area (Sq. Ft.):	2500					2500
Volume (Cu. Ft.):						

Tip: CAT I non-friable ACM are asbestos-containing resilient floor coverings (vinyl asbestos tile (VAT), asphalt roofing products, packing and gaskets. All other non-friable ACM are considered CAT II non-friable ACM. (RACM) is (a) friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

7. ABATEMENT START DATE: 02/05/24 Finish Date: 02/10/24 Work hours: 7:00 AM ☒ PM ☐ 5:00 AM ☐ PM ☒

AND/OR DEMOLITION START DATE: Finish Date: Work hours: AM ☐ PM ☐ AM ☐ PM ☐

Working Weekends? ☐ Yes ☒ No Working Evenings? ☐ Yes ☒ No

Tip: Ten day notification requires at minimum, ten (10) working days (Monday-Friday including holidays) prior to the commencement date. Ten days begin with the US postmark date or date received in office by commercial services or hand delivery. IEPA and City of Chicago cannot accept faxed copies, however, IDPH will accept faxed submissions. Phased projects will not be accepted.

8. PROJECT DESIGNER ID#: 100- 100- Name: n/a

Complete Project Designer Name and License ID# if this project was designed by a Designer.

9. INSPECTOR ID#: 100- 0209 Name: Joe Sterner

Tip: If procedure utilized is visual inspection, the inspector ID# must be provided.

10. PROCEDURE, INCLUDING ANALYTICAL METHOD, USED TO DETECT THE PRESENCE OF ASBESTOS

Bulk samples taken and analyzed by PLM

Name of Analytical Testing Laboratory: JMS

11. ASBESTOS PROJECT MANAGER ID#: 100- 00209 Name: Joe Sterner

12. AIR SAMPLING PROFESSIONAL ID#: 100- 00209 Name: Joe Sterner

13. DISPOSAL SITE/LANDFILL NAME: Countryside RDF

Address: 31725 N. Rt. 83 Contact: Peter Borgia

City: Grayslake State: IL Zip: 60030 Phone: 847/223-2722

14. WASTE TRANSPORTER/NAME: Enwaste

Address: 6360 Emerald Pkwy Contact: Nancy

City: Monee State: IL Zip: 60447 Phone: 708/534-5100

15. IS DEMOLITION ORDERED BY A GOVERNMENT AGENCY? ☐ Yes ☒ No

(If yes, a signed copy of Order must be attached.)

Government representative ordering the activity:

Title: Date of Order: Order Demolition Date:

16. FOR EMERGENCY RENOVATION:

Date and hour of emergency (mm/dd/yy): AM ☐ PM ☐

Describe sudden unplanned event. (example: boiler explosion) Explain how the event caused unsafe conditions or would cause equipment failure or an unreasonable financial burden.

n/a

17. Description of procedures to be followed in the event that unexpected asbestos is found or previously non-friable asbestos material becomes crumbled, pulverized or reduced to powder.

Stop Work. Seal contaminated area.place warning signs. Notify all govermental agencies.

I certify that at least one representative trained in the provisions of 40 CFR Part 61, Subpart M, shall be on site during demolition or renovation, having in his or her possession for inspection, evidence that the requisite training has been accomplished.

CERTIFICATE # CASR2020101807 **NAME OF TRAINING COURSE** All 1st. Around Jan. 19 2024

I certify the above information is correct.

[redacted] wner Date

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h)).

Tip: All notification forms must be hand signed and dated. Hand stamps are not acceptable. IEPA and Cook County require original signatures on their notification forms. IDPH will accept photocopies. ***All notifications submitted to IEPA and City of Chicago must be accompanied by the appropriate fee. There is no fee for notification to IDPH.***

For Cook County Departmental Use Only.

Date Received CCDES: Post Mark Date: Input Into Computer:

Inspection Fee Received: Inspection Priority: Top ☐ High ☐ Low ☐ Must be Inspected:

Date(s) of Inspections:

Inspection Report Attached: Yes ☐ No ☐ Violation Copies Attached: Yes ☐ No ☐

The Illinois EPA is authorized to require, and you shall disclose, the information requested on this Agency form utilizing this form pursuant to the Illinois Environmental Protection Act (Act), 415 ILCS 5. Failure to disclose the requisite information on this Agency form may result in your notification being denied, and/or penalties being imposed as provided for in the Act, 415 ILCS 5/42-45.

IL Environmental Protection Agency
P.O. Box 19276 MC 41
1021 N. Grand Ave East
Springfield, IL 62794-9276
$150 fee (Attach payment or Illinois E-Pay receipt if paid electronically.)

ILLINOIS Small Business Environmental Assistance Program
www.ildceo.net/enviro

Submit this form to the appropriate agencies:

IDPH
IL Department of Public Health
525 W. Jefferson St.
Springfield, IL 62761
(FAX: 217-785-5897)
Email: DPH.Asbestos@illinois.gov

Cook County Department of Environment & Sustainability no longer accepts the combined form and all notifications must be filed with the Department at the web address below.

www.cookcountyil.gov/agency/environmental-control

Chicago Department of Public Health
Permitting and Inspections
333 S. State St., Room 200
Chicago, IL 60604

Fees apply as follows:
Residential Unit with less than 4 units . . . $300.00**
Residential Units with 4 units or more . . . $450.00
Commercial/Industrial facilities $800.00
** except that asbestos abatement in residential buildings with fewer than two dwelling units are not subject to the notice and fee requirements.

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ENVIRONMENTAL WASTE DISPOSAL SERVICE, INC.

6360 W. Emerald Parkway • Unit 100 • Monee, Illinois 60449
(708) 534-5100 • Fax (708) 534-3640

MANIFEST 36233

WASTE SHIPMENT RECORD

PROFILE NO. 105895 IL

GENERATOR

1. WORK SITE NAME & MAILING ADDRESS: St. Mary Church - Tawney House, 210 McHenry Ave. Crystal Lake IL
OWNER'S NAME: St. Mary Episcopal Church
PHONE NO.: 815/354 4313

2. OPERATOR'S NAME & ADDRESS: Vortex Environmental, Inc., 2141 Techny Road, Northbrook, Illinois 60062
JOB NO.:
PHONE NO.: (847) 344-5409

*** IN CASE OF EMERGENCY DURING SHIPMENT, CONTACT THE HAZARD COMMUNICATIONS COORDINATOR ***
(708) 534-5100

3. WASTE DISPOSAL SITE (WDS) NAME, MAILING ADDRESS & PHYSICAL SITE LOCATION: Countryside RDF, 31725 North Route 83, Grayslake, Illinois 60030
CONTACT: Peter Borgia
PHONE NO.: 847-223-2722

4. NAME & ADDRESS OF RESPONSIBLE AGENCY: **ILLINOIS EPA, P.O. BOX 19276, SPRINGFIELD, IL 62794-9276**
CONTACT: **DIVISION OF AIR POLLUTION CONTROL**

5. DESCRIPTION OF MATERIALS	6. CONTAINERS NO. TYPE	7. TOTAL QUANTITY M^3 (YD^3)
Asbestos	Bags. 150	4 yards

8. SPECIAL HANDLING INSTRUCTIONS & ADDITIONAL INFORMATION
In accordance with 40CFR61, NESHAPS

9. OPERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and government regulations.

UN 3077, ENVIRONMENTALLY HAZARDOUS SUBSTANCE, SOLID, N.O.S. (ASBESTOS) 9, PG III

NAME & TITLE	SIGNATURE	MO. DAY YEAR
W. Dziewonski sup-		2.13.24

TRANSPORTER

10. TRANSPORTER 1 (ACKNOWLEDGEMENT OF RECEIPT OF MATERIALS)
ENWASTE / Waste Management

NAME & TITLE - Driver	SIGNATURE	MO. DAY YEAR
ADDRESS & PHONE NO.		

11. TRANSPORTER 2 (ACKNOWLEDGEMENT OF RECEIPT OF MATERIALS)

NAME & TITLE	SIGNATURE	MO. DAY YEAR
ADDRESS & PHONE NO.		

DISPOSAL SITE

12. DISCREPANCY INDICATION SPACE

13. WASTE DISPOSAL SITE OWNER OR OPERATOR:
CERTIFICATION OF RECEIPT OF ASBESTOS MATERIALS COVERED BY THIS MANIFEST EXCEPT AS NOTED IN ITEM 12.

NAME & TITLE	SIGNATURE	MO. DAY YEAR

WHITE - **ENWASTE** GREEN - **CONTRACTOR** YELLOW - **ENWASTE** PINK - **LANDFILL** GOLD - **TRANSPORTER**

EH0182953

Illinois Department of PUBLIC HEALTH

DISPLAY THIS PART IN A CONSPICUOUS PLACE

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

The person, firm or corporation whose name appears on this certificate complies with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated.

DIVISION OF ENVIRONMENTAL HEALTH
ASBESTOS PROGRAM

Issued with the approval of the Illinois Department of Public Health

5/15/2024	500	500-0769

VORTEX ENVIRONMENTAL INC
ASBESTOS CONTRACTOR LICENSE
THIS LICENSE IS INVALID IF YOUR
INSURANCE CERTIFICATE IS NOT CURRENT

03/10/2023
VORTEX ENVIRONMENTAL INC
PO BOX 398
NORTHBROOK, IL 60062

The face of this license has a colored background. Printed by Authority of the State of Illinois • PO #EH 21-033

VORTEX ENVIRONMENTAL INC

PO BOX 398
NORTHBROOK, IL 60062

FEE RECEIPT NO.

LiUNA!

Chicagoland

LABORERS

District Council Training & Apprentice Fund

CERTIFICATE OF TRAINING

This is to certify that

GRZEGORZ PIWKO

has successfully completed an

ASBESTOS ABATEMENT SUPERVISOR
REFRESHER TRAINING

Training Course held

June 13, 2023 - June 13, 2023

and successfully passed the examination with a minimum score of at least 70% on

June 13, 2023

Training was in accordance with EPA 40CFR 763 & TSCA Title II.

This course is EPA, Illinois Dept. of Public Health and Indiana Dept. of Environmental Management accredited.

To remain valid, this certificate must be renewed by 6/13/2024 12:00:00 AM

Certificate # S6952R

Executive Director

IAS INTERNATIONAL ACCREDITATION SERVICE

Training Director

1200 OLD GARY AVENUE
CAROL STREAM IL 60188
630-653-0006

IDPH ASBESTOS PROFESSIONAL LICENSE

ID NUMBER	ISSUED	EXPIRES
100 - 09401	2/3/2023	05/15/2024

GRZEGORZ PIWKO
405 W OLIVE ST
ARLINGTON HEIGHTS, IL 6000



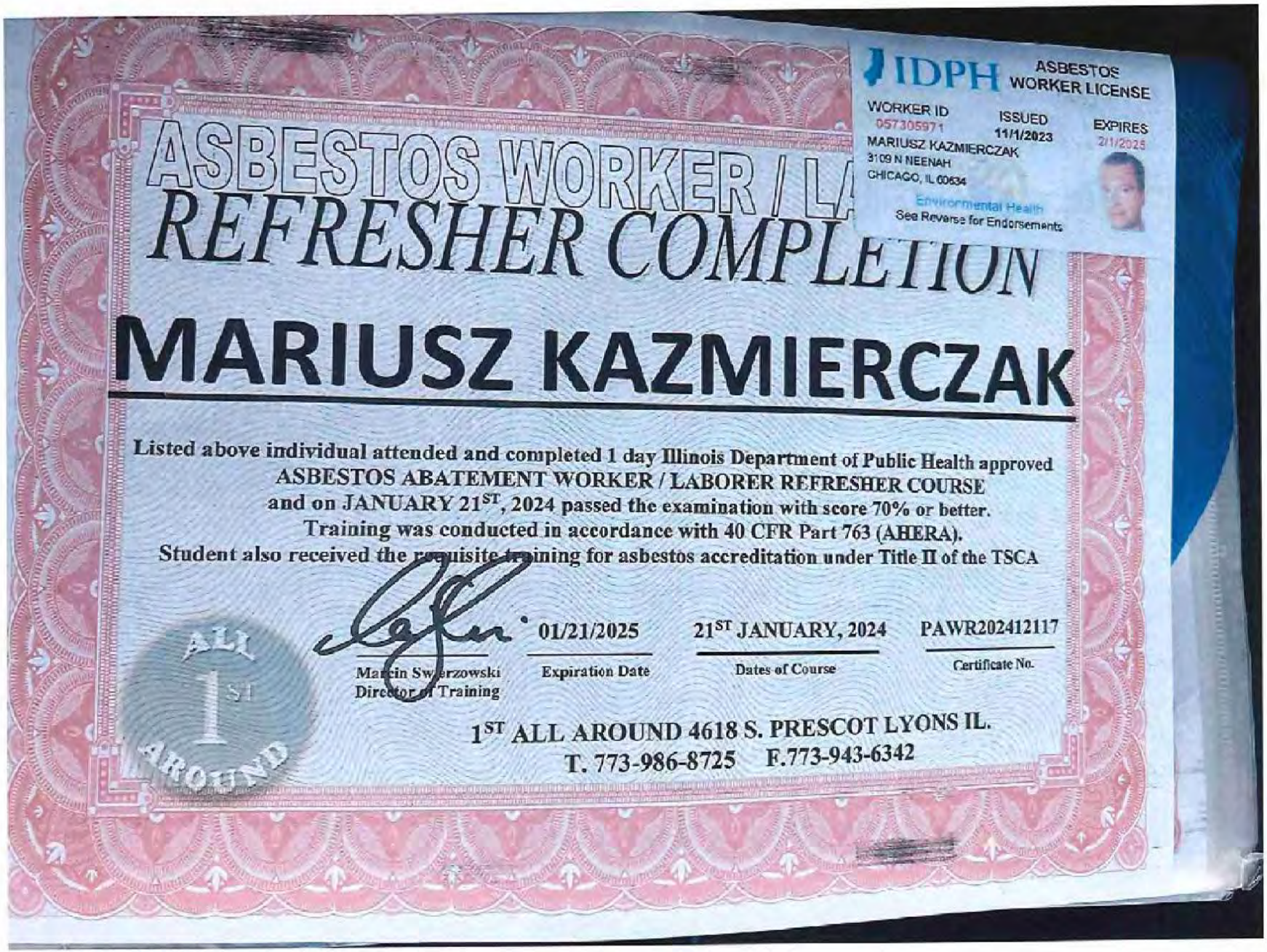
ASBESTOS WORKER / LABORER
REFRESHER COMPLETION

STEPAN SEMENYUK

Listed above individual attended and completed 1 day Illinois Department of Public Health approved ASBESTOS ABATEMENT WORKER / LABORER REFRESHER COURSE and on OCTOBER 7TH , 2023 passed the examinFation with score 70% or better. Training was conducted in accordance with 40 CFR Part 763 (AHERA). Student also received the requisite training for asbestos accreditation under Title II of the TSCA

Maciej Swierzowski Director of Training	10/07/2024 Expiration Date	7TH OCTOBER, 2023 Dates of Course	PAWR20231077 Certificate No.

1ST ALL AROUND 4618 S. PRESCOT LYONS IL.
T. 773-986-8725 F.773-943-6342



IDPH ASBESTOS WORKER LICENSE

WORKER ID 057305971 ISSUED 11/1/2023 EXPIRES 2/1/2025

MARIUSZ KAZMIERCZAK
3109 N NEENAH
CHICAGO, IL 60634

Environmental Health
See Reverse for Endorsements

ASBESTOS WORKER / LA
REFRESHER COMPLETION

MARIUSZ KAZMIERCZAK

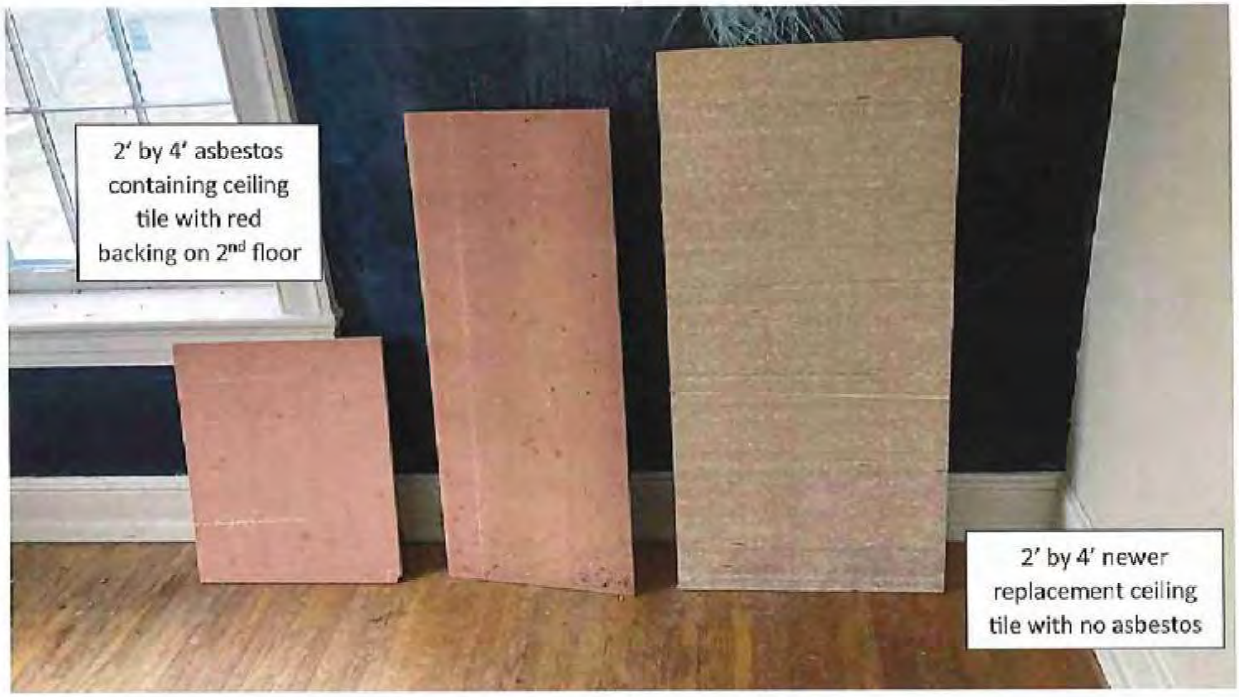
Listed above individual attended and completed 1 day Illinois Department of Public Health approved ASBESTOS ABATEMENT WORKER / LABORER REFRESHER COURSE and on JANUARY 21ST, 2024 passed the examination with score 70% or better. Training was conducted in accordance with 40 CFR Part 763 (AHERA). Student also received the requisite training for asbestos accreditation under Title II of the TSCA

01/21/2025	21ST JANUARY, 2024	PAWR202412117
Expiration Date	Dates of Course	Certificate No.

Marcin Swierzowski
Director of Training

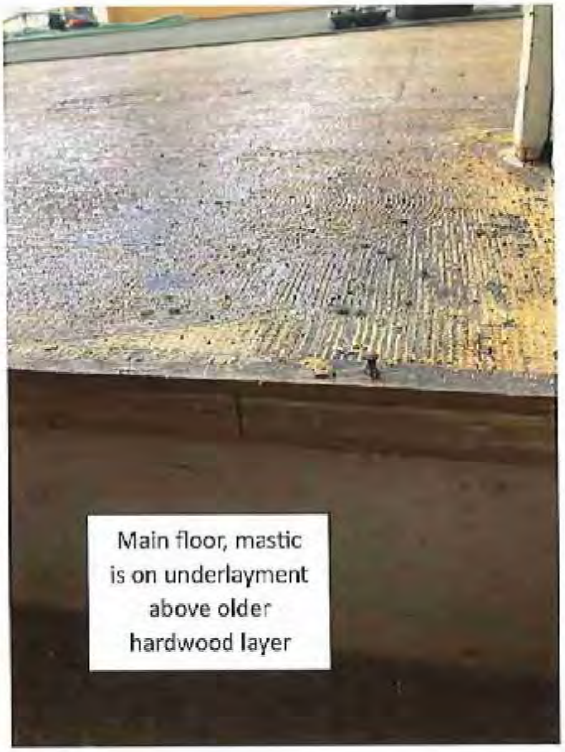
1ST ALL AROUND 4618 S. PRESCOT LYONS IL.
T. 773-986-8725 F.773-943-6342

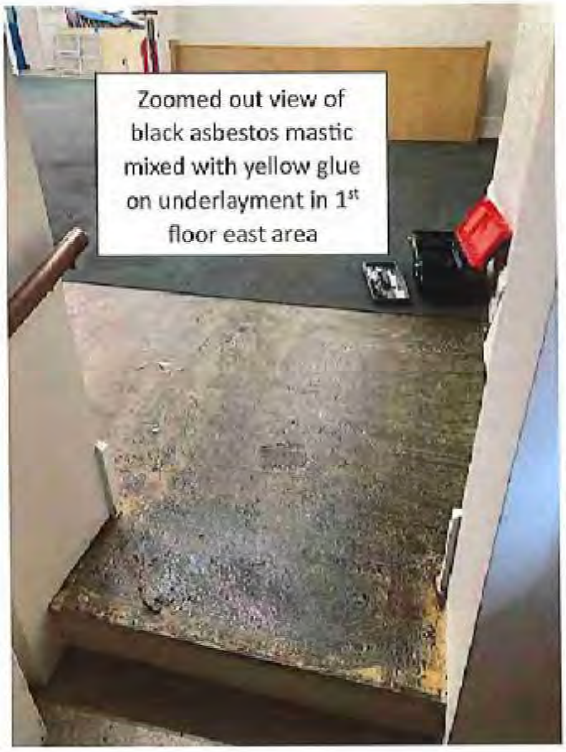
PROJECT PHOTOGRAPHIC DOCUMENTATION


2' by 4' asbestos containing ceiling tile with red backing on 2nd floor
2' by 4' newer replacement ceiling tile with no asbestos


View from below of 2' by 4' asbestos containing ceiling tile with red backing on 2nd floor, located in 3 rooms


Prep work underway in basement for 9" floor tile removal

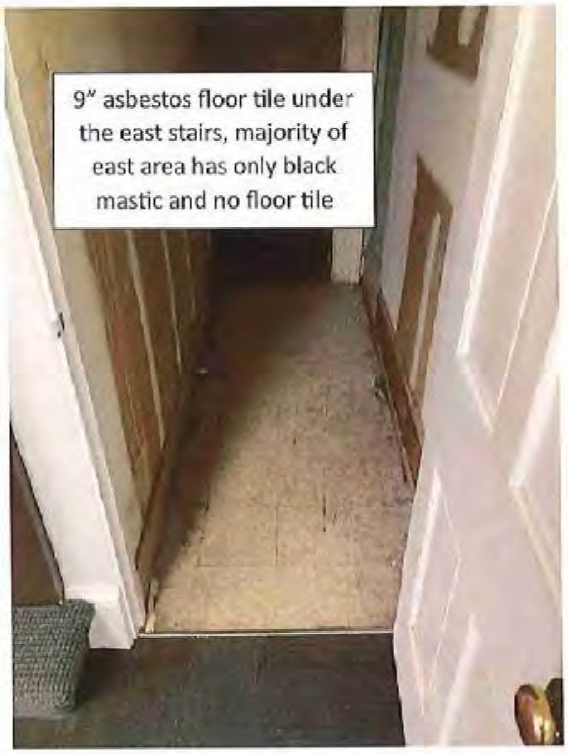

Main floor, mastic is on underlayment above older hardwood layer


Zoomed out view of black asbestos mastic mixed with yellow glue on underlayment in 1st floor east area


1st floor kitchen floor has asbestos containing 9" and black mastic


Asbestos containing 9" in the northwest storage closet of the large east room


Black asbestos mastic in the east office on underlayment that was beneath carpet


9" asbestos floor tile under the east stairs, majority of east area has only black mastic and no floor tile


Kitchen island demoed to give access to remove 9" asbestos tile below


Asbestos black mastic and 9" remnants are present on the south ½ of the westernmost room


Underlayment removed and will be treated as asbestos waste


Small access hole cut into kitchen subfloor to give vortex worker access to remove asbestos containing TSI wrap within crawl space


9" removed from basement, black mastic removed using solvent method

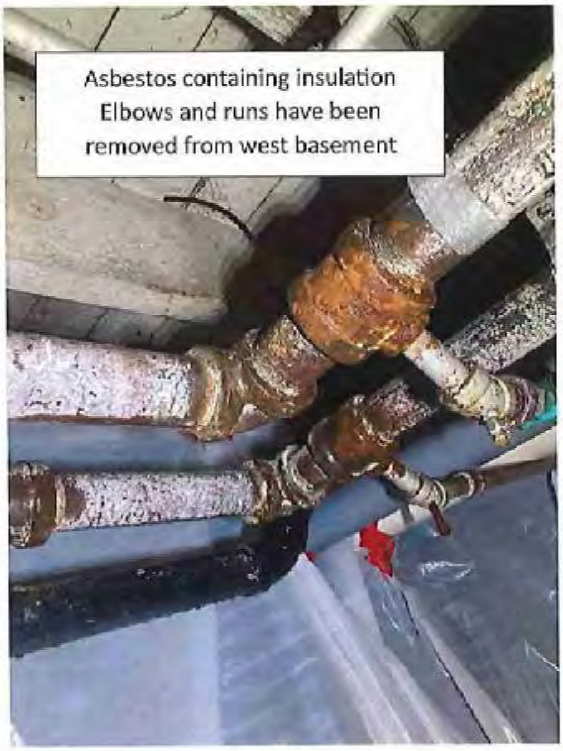

Asbestos tile and mastic removed from east basement, area thoroughly cleaned before clearance samples will be collected



Black paint found under plywood in western room, no tile or suspect mastic present



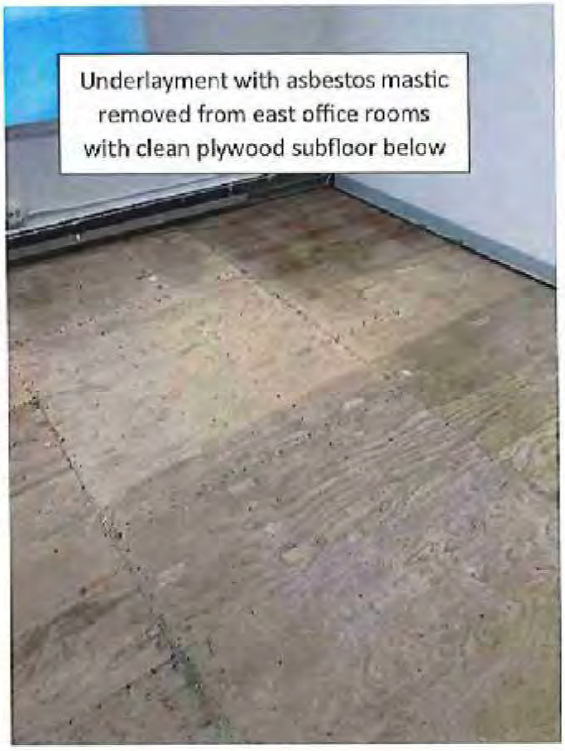
View of west basement pipes following asbestos TSI wrap removal using wet methods within glove bags by Vortex



Asbestos containing insulation Elbows and runs have been removed from west basement



Post clearance view of the east basement floor, all waste and poly removed



Underlayment with asbestos mastic removed from east office rooms with clean plywood subfloor below



Underlayment removed from large east room, subfloor below is not contaminated with asbestos, floor is wet mopped and HEPA vacuumed



Asbestos tile and mastic removed from kitchen area, underlayment glued, screwed, and nailed and left in place after mastic scrapped off



Small section of 12" and asbestos mastic removed from hallway connecting to main church campus using wet methods and solvent



Post mastic removal view of the concrete subfloor in the connecting hallway



View of the large eastern room following removal of the underlayment with the asbestos containing mastic layer



Underlayment removed from sub-stairway storage closet in the southwest of the large east room



Kitchen floor sealed with encapsulating paint following the scraping and thorough HEPA vacuuming



View of post removal and teardown following Asbestos containing 2' by 4' ceiling tile removal from the 2nd floor east area northwest room



Underlayment with asbestos 9" and black mastic removed from 2nd floor bathroom



View post removal and teardown following Asbestos containing 2' by 4' ceiling tile removal from the 2nd floor east area southeast room



View post removal and teardown following Asbestos containing 2' by 4' ceiling tile removal from the 2nd floor east area southwest room



Post teardown view of the basement following successful air clearances, connecting hallway



View of the north of the basement post poly teardown



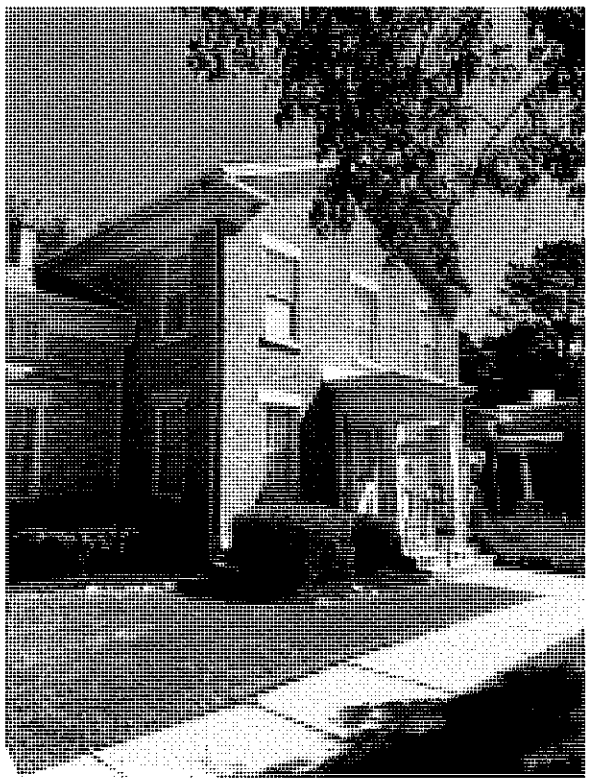
View of the south of the basement post poly teardown

ASBESTOS BULK BUILIDNG INSPECTION

Tarpley House
210 McHenry Ave
Crystal Lake, Illinois

Performed for:

St Mary's Episcopal Church
210 McHenry Ave
Crystal Lake, Illinois 60014



Prepared By:

JMS Environmental Associates, Ltd.
816 Burr Oak Drive
Westmont, Illinois 60559
630-655-8500

October 5, 2023

JMS Environmental Associates, Ltd.

JMS

816 Burr Oak Drive ● Westmont, IL. 60559 ● Tel: (630) 655-8500 ● Fax: (630) 655-8500

October 5, 2023

St Mary's Episcopal Church
210 McHenry Ave
Crystal Lake, Illinois 60014

Attn: Catherine Williams

JMS Project: J-25710

RE: Asbestos Inspection
Tarpley House
210 McHenry Ave
Crystal Lake, IL

Dear Ms. Williams,

This report covers the results of the assumed asbestos inspection and analysis that JMS Environmental Associates, Ltd. (JMS) performed for you on September 15, 2023, at 210 McHenry Ave, Crystal Lake, Illinois. Thirty-eight (38) samples were analyzed for asbestos content.

The U.S. E.P.A. defines a material as asbestos containing if the concentration of asbestos fibers is greater than 1% by weight. If the quantity of asbestos is determined to be <10% by visual estimate, the owner or operator may (1) elect to assume the amount of asbestos to be greater than 1% and treat the material as asbestos containing material or (2) request verification by point counting technique. If a result obtained by point count is different from a result obtained by visual estimation, the point count result will be used.

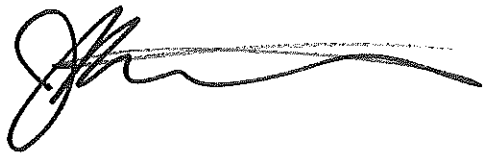
Thirteen (13) samples were found to contain asbestos in quantities exceeding 1%, while an additional two (2) samples contained asbestos at less than 1%. All samples found to contain asbestos exceeding 1% are highlighted yellow in the first table below. The two samples that contained asbestos at less than 1% are highlighted pink in the first table and were also analyzed by point counting. Please see the attached tables for the sample identification, material, location, condition, friability, accessibility, potential for disturbance, amount of material, and percentage of asbestos. A copy of the laboratory analytical results is also included for review.

The two materials that tested for trace asbestos at <1% included the texture on the kitchen walls and a 2' by 4' drop ceiling tile in the 2nd floor south room. For confirmation these materials were reanalyzed using point counting. The point count results showed that the wall kitchen texture had chrysotile asbestos events present but below the detection level by point count and the 2' by 4' ceiling tile was confirmed to contain asbestos at .7%. While these materials would not be classified as asbestos containing according to the U.S. E.P.A. definition their removal by a licensed asbestos abatement contractor before renovation is recommended to avoid potential asbestos exposure to workers who perform the renovation work per OSHA guidelines. If demolition is to occur JMS would recommend the 2' by 4' friable ceiling tile be removed along with the 13 confirmed asbestos materials by a licensed asbestos abatement contractor.

If you have any further questions, do not hesitate to contact me at JMS.

Respectfully submitted,

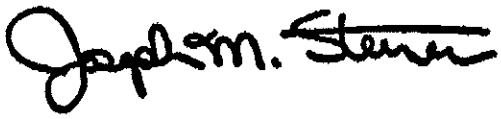
JMS ENVIRONMENTAL ASSOCIATES, LTD.



Joseph R. Sterner
Project Manager
(IDPH Asbestos License Number 100-19790)

Reviewed by,

JMS ENVIRONMENTAL ASSOCIATES, LTD.



Joseph M. Sterner
Environmental Director/ President
(IDPH Asbestos License Number 100-00209)

Asbestos Sampling PLM Results

SAMPLE NUMBER	MATERIAL /LOCATION	CONDITION	FRIABLE	ACCESSABILITY	POTENIAL FOR DISTRUBANCE	AMOUNT OF MATERIAL	% ASBESTOS
25710-09-1501	Pink Fiberglass Insulation/ Central House Attic	Good	No	High	Low	-	-
25710-09-1502	White Fiberglass Insulation/ Central House Attic	Good	No	High	Low	-	-
25710-09-1503	Paper Backing under 1503/ Central House Attic	Good	No	Moderate	Low	-	-
25710-09-1504	Brown Press Sound Board/ Central House Attic Stairwell	Good	Yes	High	Low	-	-
25710-09-1505	White Wavy 2' by 4' Ceiling Tile/ Central House 2nd Floor	Good	Yes	High	High	200 ft²	<1% Chrys. ***
25710-09-1506	Newer 2' by 4' White Ceiling Tile/ Central House 2nd Floor	Good	Yes	High	High	-	-
25710-09-1507	Alternate Wavy 2' by 4' Ceiling Tile/ Central House 2nd Floor	Good	Yes	High	Low	-	-
25710-09-1508	Tan 9" Floor Tile/ 2nd Floor Bathroom Closet	Good	No	High	Low	20 ft²	5% Chrys. *
25710-09-1509	White 9" Floor Tile/ 2nd Floor Bathroom	Good	No	High	Low	10 ft²	2% Chrys. *
25710-09-1510	Ceiling Plaster/ 2nd Floor West Area	Good	No	Moderate	Low	-	-
25710-09-1511	Wall Plaster/ 2nd Floor East Area	Good	No	High	Low	-	-
25710-09-1512	Yellow Attic Insulation/ 2nd Floor West Area	Good	No	Moderate	Low	-	-
25710-09-1513	Grey 9" Floor Tile/ Kitchen First Floor	Poor	No	High	Low	300 ft²	5% Chrys. **
25710-09-1514	Cream 9" Floor Tile/ Kitchen Entry and West Side Room First Floor	Poor	No	High	Low	20 ft²	3% Chrys. *
25710-09-1515	Paint Texture/ 1st Floor Kitchen	Good	No	Moderate	Low	2000 ft²	<1% Chrys. ***
25710-09-1516	Black Baseboard/ 1st Floor Kitchen	Good	No	High	Low	-	-
25710-09-1517	9" Floor Tile and Black Mastic/ 1st Floor Large Closet East Area	Good	No	High	Low	40 ft²	3% Chrys.*
25710-09-1518	Black Mastic and Brown Glue/ 1st Floor East area under Carpet squares	Good	No	High	Low	1250 ft²	3% Chrys.
25710-09-1519	Brown Flooring Sheeting Material/ 1st Floor East Area	Good	No	High	Low	-	-
25710-09-1520	Black Mastic/ 1st Floor East Side Room	Good	No	High	Low	300 ft²	2% Chrys.
25710-09-1521	Orange 12" Floor Tile/1st Floor East Entry	Good	No	High	Low	16 ft²	<1% Chrys. ***
25710-09-1522	Thick Wall Texture/ 1st Floor East Area West Walls	Good	No	Moderate	Low	-	-

SAMPLE NUMBER	MATERIAL /LOCATION	CONDITION	FRIABLE	ACCESSABILITY	POTENIAL FOR DISTRUBANCE	AMOUNT OF MATERIAL	% ASBESTOS
25710-09-1523	Thin Wall Texture/ 1st Floor East Area East Wall	Good	No	Moderate	Low	-	-
25710-09-1524	Tan 9" Floor Tile/ East Side Basement	Good	No	High	Low	160 ft^2	2% Chrys. **
25710-09-1525	Brown 9" Floor Tile/ East Side Basement	Good	No	High	Low	160 ft	3% Chrys.*
25710-09-1526	Window Caulking/ East Side Basement Interior	Good	No	High	Low	-	-
25710-09-1527	Thick TSI Run/ Old Basement East Side	Poor	Yes	High	High	70 ft	50 Chrys.
25710-09-1528	TSI Elbow/ Old Basement East Side	Poor	Yes	High	High	14 elbows	55 Chrys.
25710-09-1529	Thin TSI Run/ Old Basement West Side	Poor	Yes	High	Low	40 ft	10% Chrys.
25710-09-1530	Window Caulk/ West Portion Exterior	Good	No	High	Low	-	-
25710-09-1531	White Awning Cross Section/ West Portion Exterior	Good	No	Moderate	Low	-	-
25710-09-1532	Door Caulking/ West Portion Exterior	Good	No	High	Low	-	-
25710-09-1533	Tar Paper/ Central Building Roof	Good	No	Moderate	Low	-	-
25710-09-1534	Middle Layer Shingles/ Central Building Roof	Good	No	Moderate	Low	-	-
25710-09-1535	Top Layer Shingles/ Central Building Roof	Good	No	Moderate	Low	-	-
25710-09-1536	Window Caulking/ Central Building exterior	Good	No	Moderate	Low	-	-
25710-09-1537	Black Vapor Barrier/ East Addition behind wood siding	Good	No	Moderate	Low	-	-
25710-09-1538	Black Fiberboard behind 1537/ East Addition behind wood siding	Good	Yes	Moderate	Low	-	-

* Chrysotile was detected in the tile and mastic layers
** Chrysotile was detected in the tile layer
*** Chrysotile was detected in the black mastic layer with a local concentration greater than 1%
**** No local concentrations greater than 1% detected

Asbestos Sampling Point Count Results

SAMPLE NUMBER	MATERIAL /LOCATION	CONDITION	FRIABLE	ACCESSABILITY	POTENIAL FOR DISTRUBANCE	AMOUNT OF MATERIAL	% ASBESTOS
25710-09-1505	White Wavy 2' by 4' Ceiling Tile/ Central House 2nd Floor	Good	Yes	High	High	200 ft^2	0.7% Chrys.
25710-09-1515	Paint Texture/ 1st Floor Kitchen	Good	No	Moderate	Low	2000 ft^2	---*****

***** Chrysotile asbestos events observed but not detected by point count

LABORATORY RESULTS

JMS Environmental Associates, Ltd.

816 Burr Oak Drive ● Westmont, Illinois 60559 ● Tel: (630) 655-8500 ● Fax: (630) 655-8724

JMS

September 21, 2023

St. Mary's Episcopal Church, Crystal Lake
210 McHenry Avenue
Crystal Lake, IL 60014

Attn: Catherine Williams

JMS Project: 25710
JMS Batch: 36148

Re: Bulk Asbestos Analyses of sample(s) received 9/15/2023
Tarpley House 210 McHenry Ave. Crystal Lake

Dear Ms. Williams,

This report[1,2] summarizes the results[3] of the analysis of bulk material for asbestos performed by JMS Environmental Associates, Ltd. for St. Mary's Episcopal Church, Crystal Lake. A detailed analysis report has been included for your review.

The U.S.E.P.A defines a material as asbestos containing if the concentration of asbestos fibers is greater than 1% by weight. If the quantity of asbestos is determined to be <10% by visual estimate, the owner or operator may (1) elect to assume the amount of asbestos to be greater than 1% and treat the material as asbestos containing material or (2) request verification by point counting technique. If a result obtained by point count is different from a result obtained by visual estimation, the point count result will be used.

These sample(s) will be discarded after 3 months of their receipt unless instructed otherwise.

Should you require further assistance regarding this matter, the staff at JMS Environmental Associates, Ltd. is experienced and licensed in all aspects of asbestos consulting. If you have any questions regarding this report, please do not hesitate to contact us at JMS Environmental Associates, Ltd.

Respectfully submitted,

JMS ENVIRONMENTAL ASSOCIATES, LTD.

Robert J. Dal Santo
Analytical Services Manager

[1] This report shall not be reproduced except in full, without the written approval of the laboratory.
[2] This report must not be used to claim product endorsement by an accrediting organization or any other agency of the U.S. Government.
[3] Results relate only to the items tested.

ASBESTOS BULK MATERIAL ANALYSES:

This part of the report covers the results of bulk material analyses that JMS Environmental Associates, Ltd. conducted for St. Mary's Episcopal Church, Crystal Lake. The information that is presented in this report is representative of the sample(s) submitted to JMS Environmental Associates, Ltd.

The attached information tabulates the quantities of fibrous material found in each sample. The numbers will not necessarily add up to 100%, with the balance being filler and binder materials. The symbol (--) indicates not detected. A sample labeled heterogeneous indicates the possibility of significantly higher local concentrations than the averaged value reported. If the average asbestos content of a heterogeneous (multi-layered) sample is less than or equal to 1%, but greater than none detected (--), additional analysis by separate layers will be necessary to ensure that no layer in the sample contains greater than one percent asbestos.

Vinyl floor tiles may contain thin fibers <0.25 μm in diameter that are below the resolution of the polarized light microscope (PLM). The U.S.E.P.A. recommends that vinyl floor tiles analyzed by PLM in which asbestos is not detected or detected in quantities less than or equal to 1% be verified by transmission electron microscopy (TEM). Fed. Reg. Vol. 59, No. 146, 8/1/94, p. 38970-38971.

Sample analysis has been performed in accordance with the United States Environmental Protection Agency's 40 CFR Appendix E to Subpart E of part 763, "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" and supplemented by EPA/600/R-93/116, July 1993 – "Method for the Determination of Asbestos in Bulk Building Materials." Analysis was initiated by a stereoscopic examination of the sample as received. Any obvious fractions were noted and samples of each fraction were mounted for polarized light microscopy in a 1.515 index liquid. When mounting samples, any fibrous material is thoroughly separated for optical measurements. Classification of suspected asbestos fibers is achieved by determining the morphology, isotropy, pleochroism, extinction angle, sign of elongation, birefringence and refractive indices. Concurrently, the relative abundance of any asbestos material, other fibers, fillers and binders is determined. Identification of non-asbestos material is not as rigorous as these are not the species of interest.

Quantities measured by calibrated visual estimates are determined by comparing areal coverage and thickness of various species present to reference material standards of known weight percent. The quantity "<1" is reported when asbestos events are observed but determined by calibrated visual estimate to be less than 1%.

Point count percentages are obtained by calculating the ratio of asbestos events counted to total number of particles counted. A minimum of 400 total points is counted over 8 or more preparations to establish statistical significance. The quantity of "<1" is reported when 1

ASBESTOS BULK MATERIAL ANALYSES: (continued)

to 3 asbestos events are detected within a minimum 400-point count or when asbestos events are observed but none are counted within a minimum 400-point count.

The overall uncertainty of asbestos analysis is determined in part by analyzing in-house reference material. Quantity measurements from in-house reference material can be used to determine the accuracy of asbestos quantifying methods. The following JMS accuracy values for critical asbestos quantities have been calculated:

Method	Quantity of Asbestos	Accuracy of Measurement
Point Count	1.0% - 10.0%	±2.0%
CVES	1% – 10%	±3%

When suspected asbestos fibers are observed, they are classified by measuring the following optical properties: refractive index, birefringence, extinction angle, pleochroism, isotropy, sign of elongation, and color. Fibers having optical properties consistent with predefined values are classified as asbestos.

The optical properties of the various forms of asbestos are as follows:

Amosite:	Straight thin single fibers and bundles of such fibers usually with cleanly broken ends on individual fibers; refractive indices of 1.664-1.686 and 1.687-1.729, birefringence 0.020-0.033 and parallel extinction.
Chrysotile:	Thin fibers and fiber bundles with both straight and wavy sections. The ends of bundles tend to be frayed. Indices are 1.529-1.559 and 1.537-1.576, birefringence of 0.004-0.016 and the fibers exhibit parallel extinction.
Anthophyllite:	Similar in morphology to amosite but refractive indices of 1.606-1.648 and 1.626-1.670, birefringence of 0.013-0.025 and extinction is parallel.
Crocidolite:	Similar in morphology to amosite but is distinguished by blue to blue-green pleochroic coloration and indices of 1.680-1.698 and 1.685-1.706. It is commonly referred to as blue asbestos.
Tremolite-Actinolite Series:	Transparent, elongated furrowed prisms, usually with uneven jagged ends and smooth sides, with oblique extinction and positive elongation; indices are 1.559-1.612 and 1.625-1.637. The two minerals are very similar chemically and grade into each other.

Attached with this section of the report are the analytical results of the bulk material samples.

JMS Environmental Associates, Ltd.
Westmont, Illinois

Bulk Sample Analysis for Asbestos Content

Client: St. Mary's Episcopal Church, Crystal Lake
Project Name: Tarpley House 210 McHenry Ave. Crystal Lake
Client Project Ref:

Project Number: J-25710
Work Order: 36043
Batch Number: 36148

				Asbestos Fibers (%)			Non-asbestos-Fibers (%)		
				% By Visual Estimate					
Log Number	Layer I.D.	Sample Identification	Sample Description	Chrys.	Amos.	Other	Cellulose	Fibrous Glass	Other
378688	--	25710-09-1501	Homogeneous Pink Friable Insulation	--	--	--	2	90	<1/Hair
378689	--	25710-09-1502	Homogeneous Grey Friable Insulation	--	--	--	<1	90+	--
378690	--	25710-09-1503	Heterogeneous Black/Tan Sheeting	--	--	--	85	3	--
378691	--	25710-09-1504	Homogeneous Brown Friable Insulation	--	--	--	90+	--	--
378692	--	25710-09-1505	Heterogeneous White/Grey/Tan Ceiling Tile	<1*	--	--	<1	75	--

Abbreviations:					
	Croc.	Crocidolite	Trem.	Tremolite	Synth.	Synthetic Fibers
	Anth.	Anthophyllite	Actin.	Actinolite	CaSil.	Calcium Silicates

Explanation: Percentages will not necessarily add up to 100%, with the balance being nonfibrous filler and binder materials.
Comments: * No local concentrations greater than 1% detected.

Analyst: Kirsten Bolda

Kirsten Bolda

Date: September 21, 2023

JMS Environmental Associates, Ltd.
Westmont, Illinois

Bulk Sample Analysis for Asbestos Content

Client: St. Mary's Episcopal Church, Crystal Lake
Project Name: Tarpley House 210 McHenry Ave. Crystal Lake
Client Project Ref:

Project Number: J-25710
Work Order: 36043
Batch Number: 36148

				Asbestos Fibers (%)			Nonasbestos-Fibers (%)		
				% By Visual Estimate					
Log Number	Layer I.D.	Sample Identification	Sample Description	Chrys.	Amos.	Other	Cellulose	Fibrous Glass	Other
378693	--	25710-09-1506	Heterogeneous White/Tan Ceiling Tile	--	--	--	90+	--	--
378694	--	25710-09-1507	Heterogeneous White/Grey/Tan Ceiling Tile	--	--	--	65	2	--
378695	--	25710-09-1508	Heterogeneous Black/Grey Vinyl Tile/Mastic	5*	--	--	<1	--	--
378696	--	25710-09-1509	Heterogeneous Black/White Vinyl Tile/Mastic	2*	--	--	<1	<1	--
378697	--	25710-09-1510	Heterogeneous White/Grey Plaster	--	--	--	<1	--	<1/Hair

Abbreviations:

Croc.	Crocidolite	Trem.	Tremolite	Synth.	Synthetic Fibers
Anth.	Anthophyllite	Actin.	Actinolite	CaSil.	Calcium Silicates

Explanation: Percentages will not necessarily add up to 100%, with the balance being nonfibrous filler and binder materials.
Comments:* Chrysotile was detected in the tile and mastic layers.

Analyst: Kirsten Bolda

Date: September 21, 2023

JMS Environmental Associates, Ltd.
Westmont, Illinois

Bulk Sample Analysis for Asbestos Content

Client: St. Mary's Episcopal Church, Crystal Lake
Project Name: Tarpley House 210 McHenry Ave. Crystal Lake
Client Project Ref:

Project Number: J-25710
Work Order: 36043
Batch Number: 36148

				Asbestos Fibers (%)			Nonasbestos-Fibers (%)		
				% By Visual Estimate					
Log Number	Layer I.D.	Sample Identification	Sample Description	Chrys.	Amos.	Other	Cellulose	Fibrous Glass	Other
378698	--	25710-09-1511	Heterogeneous White/Grey Plaster	--	--	--	2	--	--
378699	--	25710-09-1512	Homogeneous Yellow Friable Insulation	--	--	--	2	90	<1/Hair <1/Synth.
378700	--	25710-09-1513	Heterogeneous Black/Grey Vinyl Tile/Mastic	5*	--	--	2	--	--
378701	--	25710-09-1514	Heterogeneous Black/Beige Vinyl Tile/Mastic	3**	--	--	--	--	--
378702	--	25710-09-1515	Heterogeneous White Paint/Plaster	<1***	--	--	--	--	--

Abbreviations:

Croc.	Crocidolite	Trem.	Tremolite	Synth.	Synthetic Fibers
Anth.	Anthophyllite	Actin.	Actinolite	CaSil.	Calcium Silicates

Explanation: Percentages will not necessarily add up to 100%, with the balance being nonfibrous filler and binder materials.
Comments: * Chrysotile was detected in the tile layer. ** Chrysotile was detected in the tile and mastic layers. *** No local concentrations greater than 1% detected.

Analyst: Kirsten Bolda

Date: September 21, 2023

JMS Environmental Associates, Ltd.
Westmont, Illinois

Bulk Sample Analysis for Asbestos Content

Client: St. Mary's Episcopal Church, Crystal Lake
Project Name: Tarpley House 210 McHenry Ave. Crystal Lake
Client Project Ref:

Project Number: J-25710
Work Order: 36043
Batch Number: 36148

				Asbestos Fibers (%)			Nonasbestos-Fibers (%)		
				% By Visual Estimate					
Log Number	Layer I.D.	Sample Identification	Sample Description	Chrys.	Amos.	Other	Cellulose	Fibrous Glass	Other
378703	--	25710-09-1516	Heterogeneous Light Blue/Black/White Sheeting	--	--	--	2	--	--
378704	--	25710-09-1517	Heterogeneous Black/Beige Vinyl Tile/Mastic	3*	--	--	<1	--	--
378705	--	25710-09-1518	Homogeneous Black Petroleum Based	3	--	--	--	--	2/Synth.
378706	--	25710-09-1519	Heterogeneous Tan/Grey Sheeting	--	--	--	20	3	10/Synth.
378707	--	25710-09-1520	Heterogeneous Black/Tan Friable Insulation	2	--	--	90+	--	--

Abbreviations:					
	Croc.	Crocidolite	Trem.	Tremolite	Synth.	Synthetic Fibers
	Anth.	Anthophyllite	Actin.	Actinolite	CaSil.	Calcium Silicates

Explanation: Percentages will not necessarily add up to 100%, with the balance being nonfibrous filler and binder materials.
Comments: * Chrysotile was detected in the tile and mastic layers.

Analyst: Kirsten Bolda

Date: September 21, 2023

JMS Environmental Associates, Ltd.
Westmont, Illinois

Bulk Sample Analysis for Asbestos Content

Client: St. Mary's Episcopal Church, Crystal Lake
Project Name: Tarpley House 210 McHenry Ave. Crystal Lake
Client Project Ref:

Project Number: J-25710
Work Order: 36043
Batch Number: 36148

				Asbestos Fibers (%)			Nonasbestos-Fibers (%)		
				% By Visual Estimate					
Log Number	Layer I.D.	Sample Identification	Sample Description	Chrys.	Amos.	Other	Cellulose	Fibrous Glass	Other
378708	--	25710-09-1521	Heterogeneous Black/Brown Vinyl Tile/Mastic	<1*	--	--	<1	--	--
378709	--	25710-09-1522	Heterogeneous White/Tan Paint	--	--	--	<1	--	--
378710	--	25710-09-1523	Heterogeneous White/Tan Paint	---NON-FIBROUS---					
378711	--	25710-09-1524	Heterogeneous Black/Tan Vinyl Tile/Mastic	2**	--	--	--	--	--
378712	--	25710-09-1525	Heterogeneous Black/Grey Vinyl Tile/Mastic	3***	--	--	<1	--	--

Abbreviations:

Croc.	Crocidolite	Trem.	Tremolite	Synth.	Synthetic Fibers
Anth.	Anthophyllite	Actin.	Actinolite	CaSil.	Calcium Silicates

Explanation: Percentages will not necessarily add up to 100%, with the balance being nonfibrous filler and binder materials.
Comments: *Chrysotile was detected in the black mastic layer with a local concentration greater than 1%. **Chrysotile was detected in the tile layer.
***Chrysotile was detected in the tile and mastic layers.

Analyst: Kirsten Bolda

Kirsten Bolda

Date: September 21, 2023

JMS Environmental Associates, Ltd.
Westmont, Illinois

Bulk Sample Analysis For Asbestos Content

Client: St. Mary's Episcopal Church, Crystal Lake
Project Name: Tarpley House 210 McHenry Ave. Crystal Lake
Client Project Ref:

Project Number: J-25710
Work Order: 36043
Batch Number: 36148

				Asbestos Fibers (%)			Nonasbestos-Fibers (%)		
				% By Visual Estimate					
Log Number	Layer I.D.	Sample Identification	Sample Description	Chrys.	Amos.	Other	Cellulose	Fibrous Glass	Other
378713	--	25710-09-1526	Heterogeneous White/Grey Plaster	--	--	--	--	--	5/CaSil.
378714	--	25710-09-1527	Heterogeneous Grey Friable Insulation	50	--	--	3	--	--
378715	--	25710-09-1528	Heterogeneous Grey Friable Insulation	55	--	--	3	--	--
378716	--	25710-09-1529	Heterogeneous White/Grey Friable Insulation	10	1.5	--	--	<1	--
378717	--	25710-09-1530	Heterogeneous White Caulk	--	--	--	2	--	--

Abbreviations:

Croc.	Crocidolite	Trem.	Tremolite	Synth.	Synthetic Fibers
Anth.	Anthophyllite	Actin.	Actinolite	CaSil.	Calcium Silicates

Explanation: Percentages will not necessarily add up to 100%, with the balance being nonfibrous filler and binder materials.
Comments:

Analyst: Kirsten Bolda

Date: September 21, 2023

JMS Environmental Associates, Ltd.
Westmont, Illinois

Bulk Sample Analysis For Asbestos Content

Client: St. Mary's Episcopal Church, Crystal Lake
Project Name: Tarpley House 210 McHenry Ave. Crystal Lake
Client Project Ref:

Project Number: J-25710
Work Order: 36043
Batch Number: 36148

				Asbestos Fibers (%)			Nonasbestos-Fibers (%)		
				% By Visual Estimate					
Log Number	Layer I.D.	Sample Identification	Sample Description	Chrys.	Amos.	Other	Cellulose	Fibrous Glass	Other
378718	--	25710-09-1531	Heterogeneous White/Black Petroleum Based	--	--	--	--	3	15/Synth.
378719	--	25710-09-1532	Heterogeneous White/Grey Caulk	---NON-FIBROUS---					
378720	--	25710-09-1533	Homogeneous Black Petroleum Based	--	--	--	2	5	--
378721	--	25710-09-1534	Heterogeneous Black/Grey Petroleum Based	--	--	--	--	10	--
378722	--	25710-09-1535	Heterogeneous Black/Brown Petroleum Based	--	--	--	--	5	--

Abbreviations:

Croc.	Crocidolite	Trem.	Tremolite	Synth.	Synthetic Fibers
Anth.	Anthophyllite	Actin.	Actinolite	CaSil.	Calcium Silicates

Explanation: Percentages will not necessarily add up to 100%, with the balance being nonfibrous filler and binder materials.
Comments:

Analyst: Kirsten Bolda

Date: September 21, 2023

JMS Environmental Associates, Ltd.
Westmont, Illinois

Bulk Sample Analysis For Asbestos Content

Client: St. Mary's Episcopal Church, Crystal Lake
Project Name: Tarpley House 210 McHenry Ave. Crystal Lake
Client Project Ref:

Project Number: J-25710
Work Order: 36043
Batch Number: 36148

				Asbestos Fibers (%)			Nonasbestos-Fibers (%)		
				% By Visual Estimate					
Log Number	Layer I.D.	Sample Identification	Sample Description	Chrys.	Amos.	Other	Cellulose	Fibrous Glass	Other
378723	--	25710-09-1536	Heterogeneous White Caulk	---NON-FIBROUS---					
378724	--	25710-09-1537	Homogeneous Black Sheeting	--	--	--	5	<1	--
378725	--	25710-09-1538	Heterogeneous Black/Tan Sheeting	--	--	--	90+	--	--

Abbreviations:					
	Croc.	Crocidolite	Trem.	Tremolite	Synth.	Synthetic Fibers
	Anth.	Anthophyllite	Actin.	Actinolite	CaSil.	Calcium Silicates

Explanation: Percentages will not necessarily add up to 100%, with the balance being nonfibrous filler and binder materials.
Comments:

Analyst: Kirsten Bolda

Date: September 21, 2023

JMS Environmental Associates, Ltd.

816 Burr Oak Drive ● Westmont, Illinois 60559 ● Tel: (630) 655-8500 ● Fax: (630) 655-8724

JMS

October 4, 2023

St. Mary's Episcopal Church, Crystal Lake
210 McHenry Avenue
Crystal Lake, IL 60014

Attn: Catherine Williams

JMS Project: 25710
JMS Batch: 36148

Re: Bulk Asbestos Analyses of sample(s) received 9/15/2023
Tarpley House 210 McHenry Ave., Crystal Lake

Dear Ms. Williams,

This report[1,2] summarizes the results[3] of the analysis of bulk material for asbestos performed by JMS Environmental Associates, Ltd. for St. Mary's Episcopal Church, Crystal Lake. A detailed analysis report has been included for your review.

The U.S.E.P.A defines a material as asbestos containing if the concentration of asbestos fibers is greater than 1% by weight. If the quantity of asbestos is determined to be <10% by visual estimate, the owner or operator may (1) elect to assume the amount of asbestos to be greater than 1% and treat the material as asbestos containing material or (2) request verification by point counting technique. If a result obtained by point count is different from a result obtained by visual estimation, the point count result will be used.

These sample(s) will be discarded after 3 months of their receipt unless instructed otherwise.

Should you require further assistance regarding this matter, the staff at JMS Environmental Associates, Ltd. is experienced and licensed in all aspects of asbestos consulting. If you have any questions regarding this report, please do not hesitate to contact us at JMS Environmental Associates, Ltd.

Respectfully submitted,

JMS ENVIRONMENTAL ASSOCIATES, LTD.

Robert J. Dal Santo
Analytical Services Manager

[1] This report shall not be reproduced except in full, without the written approval of the laboratory.
[2] This report must not be used to claim product endorsement by an accrediting organization or any other agency of the U.S. Government.
[3] Results relate only to the items tested.

ASBESTOS BULK MATERIAL ANALYSES:

This part of the report covers the results of bulk material analyses that JMS Environmental Associates, Ltd. conducted for St. Mary's Episcopal Church, Crystal Lake. The information that is presented in this report is representative of the sample(s) submitted to JMS Environmental Associates, Ltd.

The attached information tabulates the quantities of fibrous material found in each sample. The numbers will not necessarily add up to 100%, with the balance being filler and binder materials. The symbol (--) indicates not detected. A sample labeled heterogeneous indicates the possibility of significantly higher local concentrations than the averaged value reported. If the average asbestos content of a heterogeneous (multi-layered) sample is less than or equal to 1%, but greater than none detected (--), additional analysis by separate layers will be necessary to ensure that no layer in the sample contains greater than one percent asbestos.

Vinyl floor tiles may contain thin fibers <0.25 μm in diameter that are below the resolution of the polarized light microscope (PLM). The U.S.E.P.A. recommends that vinyl floor tiles analyzed by PLM in which asbestos is not detected or detected in quantities less than or equal to 1% be verified by transmission electron microscopy (TEM). Fed. Reg. Vol. 59, No. 146, 8/1/94, p. 38970-38971.

Sample analysis has been performed in accordance with the United States Environmental Protection Agency's 40 CFR Appendix E to Subpart E of part 763, "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" and supplemented by EPA/600/R-93/116, July 1993 – "Method for the Determination of Asbestos in Bulk Building Materials." Analysis was initiated by a stereoscopic examination of the sample as received. Any obvious fractions were noted and samples of each fraction were mounted for polarized light microscopy in a 1.515 index liquid. When mounting samples, any fibrous material is thoroughly separated for optical measurements. Classification of suspected asbestos fibers is achieved by determining the morphology, isotropy, pleochroism, extinction angle, sign of elongation, birefringence and refractive indices. Concurrently, the relative abundance of any asbestos material, other fibers, fillers and binders is determined. Identification of non-asbestos material is not as rigorous as these are not the species of interest.

Quantities measured by calibrated visual estimates are determined by comparing areal coverage and thickness of various species present to reference material standards of known weight percent. The quantity "<1" is reported when asbestos events are observed but determined by calibrated visual estimate to be less than 1%.

Point count percentages are obtained by calculating the ratio of asbestos events counted to total number of particles counted. A minimum of 400 total points is counted over 8 or more preparations to establish statistical significance. The quantity of "<1" is reported when 1

ASBESTOS BULK MATERIAL ANALYSES: (continued)

to 3 asbestos events are detected within a minimum 400-point count or when asbestos events are observed but none are counted within a minimum 400-point count.

The overall uncertainty of asbestos analysis is determined in part by analyzing in-house reference material. Quantity measurements from in-house reference material can be used to determine the accuracy of asbestos quantifying methods. The following JMS accuracy values for critical asbestos quantities have been calculated:

Method	Quantity of Asbestos	Accuracy of Measurement
Point Count	1.0% - 10.0%	±2.0%
CVES	1% – 10%	±3%

When suspected asbestos fibers are observed, they are classified by measuring the following optical properties: refractive index, birefringence, extinction angle, pleochroism, isotropy, sign of elongation, and color. Fibers having optical properties consistent with predefined values are classified as asbestos.

The optical properties of the various forms of asbestos are as follows:

Amosite:	Straight thin single fibers and bundles of such fibers usually with cleanly broken ends on individual fibers; refractive indices of 1.664-1.686 and 1.687-1.729, birefringence 0.020-0.033 and parallel extinction.
Chrysotile:	Thin fibers and fiber bundles with both straight and wavy sections. The ends of bundles tend to be frayed. Indices are 1.529-1.559 and 1.537-1.576, birefringence of 0.004-0.016 and the fibers exhibit parallel extinction.
Anthophyllite:	Similar in morphology to amosite but refractive indices of 1.606-1.648 and 1.626-1.670, birefringence of 0.013-0.025 and extinction is parallel.
Crocidolite:	Similar in morphology to amosite but is distinguished by blue to blue-green pleochroic coloration and indices of 1.680-1.698 and 1.685-1.706. It is commonly referred to as blue asbestos.
Tremolite-Actinolite Series:	Transparent, elongated furrowed prisms, usually with uneven jagged ends and smooth sides, with oblique extinction and positive elongation; indices are 1.559-1.612 and 1.625-1.637. The two minerals are very similar chemically and grade into each other.

Attached with this section of the report are the analytical results of the bulk material samples.

JMS Environmental Associates, Ltd.
Westmont, Illinois
Quantitation By Point Count For Bulk Asbestos Content

Client: St. Mary's Episcopal Church, Crystal Lake
Project Name: Tarpley House 210 McHenry Ave. Crystal Lake
Client Project Ref:

Project Number: J-25710
Work Order: 36043
Batch Number: 36148

				Asbestos Fibers (%)			Nonasbestos-Fibers (%)		
				% By Point Count					
Log Number	Layer I.D.	Sample Identification	Sample Description	Chrys.	Amos.	Other	Cellulose	Fibrous Glass	Other
378692	--	25710-09-1505	Heterogeneous* White/Grey/Tan Ceiling Tile	0.7	--	--	<1	75	--
378702	--	25710-09-1515	Heterogeneous* White Paint/Plaster	--**	--	--	--	--	--

Abbreviations:

Croc.	Crocidolite	Trem.	Tremolite	Synth.	Synthetic Fibers
Anth.	Anthophyllite	Actin.	Actinolite	CaSil.	Calcium Silicates

Explanation: Percentages will not necessarily add up to 100%, with the balance being nonfibrous filler and binder materials.
Comments: *Sample was homogenized prior to point count per client request. ** Chrysotile asbestos events observed but not detected by point count.

Analyst: Kirsten Bolda

Date: October 4, 2023

LABORATORY ACCREDITATION

United States Department of Commerce
National Institute of Standards and Technology

Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 102012-0

JMS Environmental Associates, Ltd.

Westmont, IL

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).

2023-04-01 through 2024-03-31

Effective Dates

For the National Voluntary Laboratory Accreditation Program

National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

JMS Environmental Associates, Ltd.
816 Burr Oak Drive
Westmont, IL 60559
Mr. John Aschbacher
Phone: 630-655-8500 Fax: 630-655-8724
Email: jaschbacher@jmsenviro.com
http://www.jmsenviro.com

ASBESTOS FIBER ANALYSIS **NVLAP LAB CODE 102012-0**

Bulk Asbestos Analysis

Code	*Description*
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

For the National Voluntary Laboratory Accreditation Program

UNITED STATES DEPARTMENT OF COMMERCE
National Institute of Standards and Technology
Gaithersburg, Maryland 20899

March 24, 2023

John Aschbacher
JMS Environmental Associates, Ltd.
816 Burr Oak Drive
Westmont, IL 60559

NVLAP Lab Code: 102012-0

Dear Mr. Aschbacher,

Thank you for continuing your accreditation for Asbestos Fiber Analysis under the National Voluntary Laboratory Accreditation Program (NVLAP). This accreditation is effective until March 31, 2024, provided that your laboratory continues to comply with the accreditation requirements contained in the NVLAP Procedures.

Your updated accreditation documents are enclosed. You may reproduce these documents in their entirety and use the NVLAP symbol and/or term to reference your accredited status in accordance with the requirements published in NIST Handbook 150, 1.8. Accreditation does not relieve your laboratory from observing and complying with any applicable existing laws and/or regulations.

We are pleased to have you participate in NVLAP and look forward to your continued association with this program. If you have any questions concerning your NVLAP accreditation, please direct them to Shelby Conyers, Program Manager, Laboratory Accreditation Program, National Institute of Standards and Technology, 100 Bureau Dr. Stop 2140, Gaithersburg, MD 20899-2140; .

Sincerely,

Dana S. Leaman, Chief
National Voluntary Laboratory Accreditation Program

INSPECTOR LICENSING

IDPH
ILLINOIS DEPARTMENT OF PUBLIC HEALTH

525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • www.dph.illinois.gov

JOSEPH R STERNER
1319 W DOWNER PLACE
AURORA, IL 60506

2/10/2023

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 19790

Enclosed is your Asbestos Professional License. Please note the expiration date on the card and in the image depicted below.

COPY OF THE ASBESTOS PROFESSIONAL LICENSE

Front of License

IDPH

ASBESTOS PROFESSIONAL LICENSE

ID NUMBER	ISSUED	EXPIRES
100 - 19790	**2/10/2023**	**05/15/2024**

JOSEPH R STERNER
1319 W DOWNER PLACE
AURORA, IL 60506
Environmental Health



Back of License

ENDORSEMENTS	TC EXPIRES
INSPECTOR	11/11/2023
PROJECT MANAGER	8/11/2023
AIR SAMPLING PROFESSIONAL	

Alteration of this license shall result in legal action
This license issued under authority of the State of Illinois Department of Public Health
This license is valid only when accompanied by a valid training course certificate.

If you have any questions or need further assistance, contact the Asbestos Program at (217)782-3517 or fax (217)785-5897.

Our WEB address is: dph.illinois.gov/topics-services/environmental-health-protection/asbestos
EMAIL Address: dph.asbestos@illinois.gov

7233 S. Adams Street | Willowbrook, IL 60527
(630) 655-3900 | www.otssafety.com

2022

OCCUPATIONAL TRAINING & SUPPLY, INC.

Asbestos Building Inspector Refresher

Occupational Training & Supply, Inc. certifies that

Joseph Richard Sterner

has successfully completed the Asbestos Building Inspector Refresher course and has passed the competency exam with a minimum score of 70%. The course is accredited by the Illinois Department of Public Health and Indiana Department of Environmental Management for purposes of accreditation in accordance with EPA 40 CFR 763, Asbestos Hazard Emergency response Act (AHERA) and TSCA Title II.

Course Date: 11/11/2022

Exam Date: 11/11/2022

Expiration Date: 11/11/2023

Certificate Number: BIR2211113656

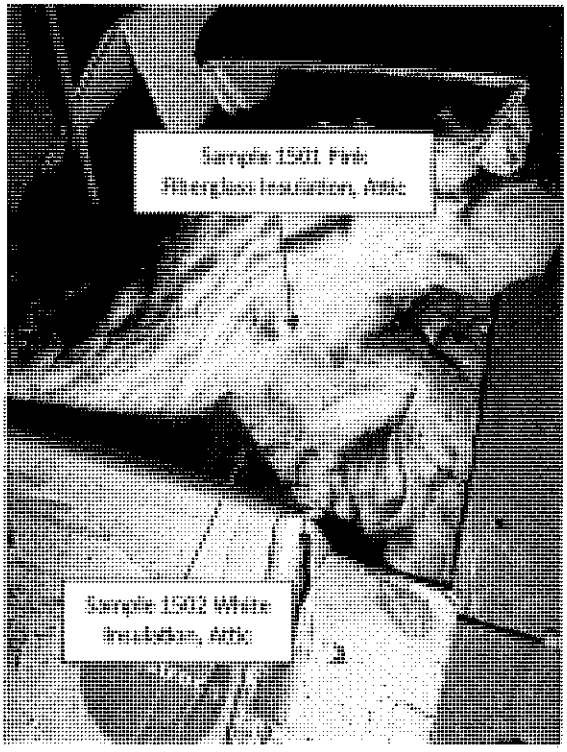
Kathy DeSalvo

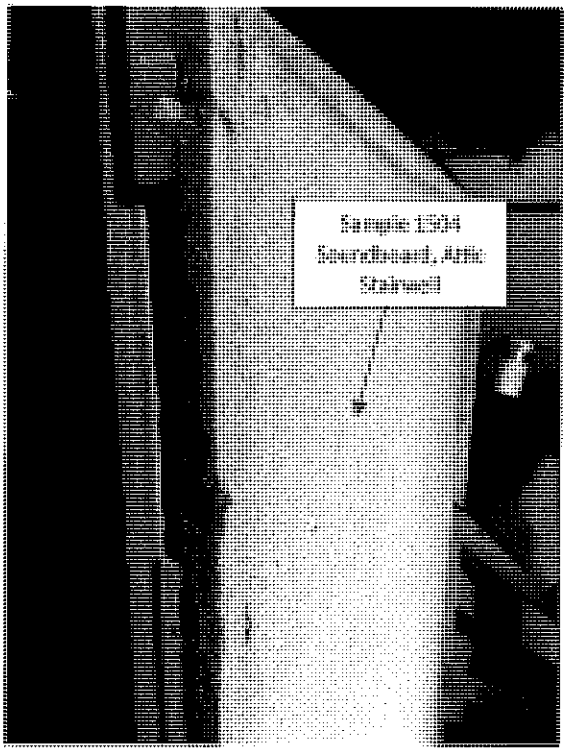
Kathy DeSalvo, Director

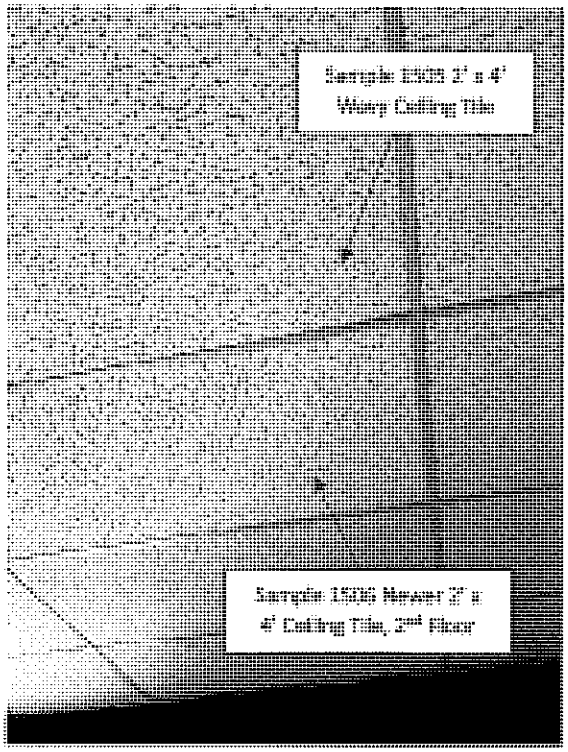
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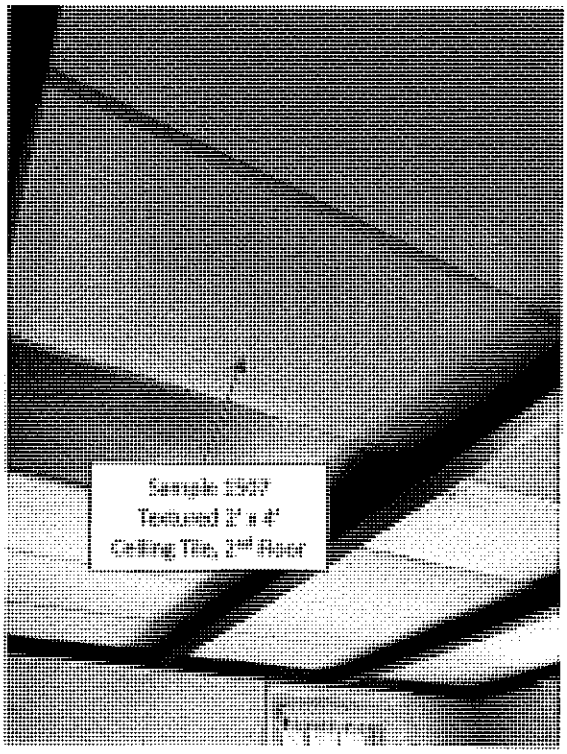
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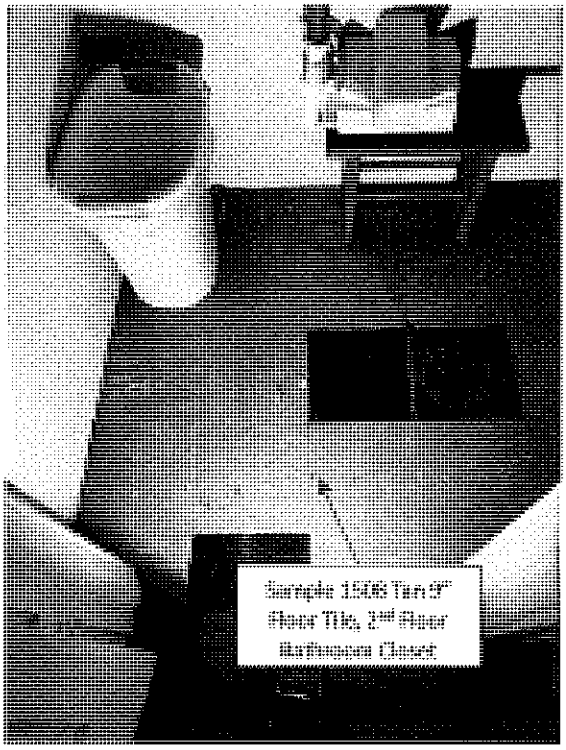
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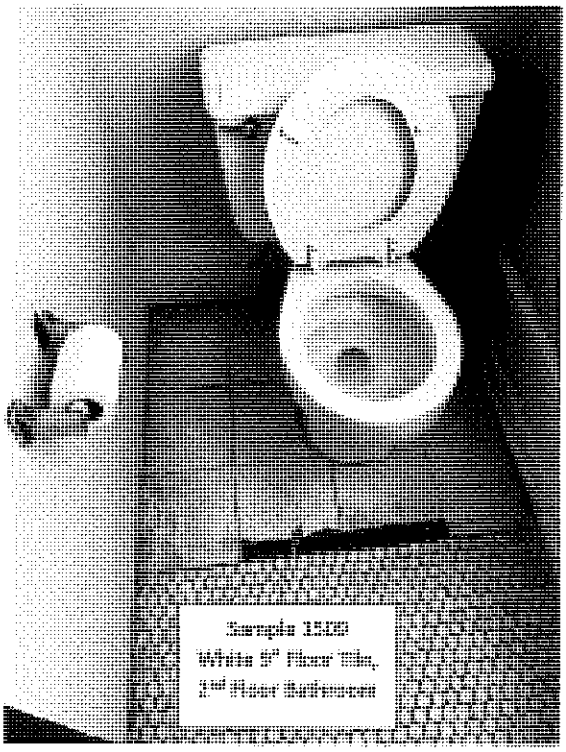


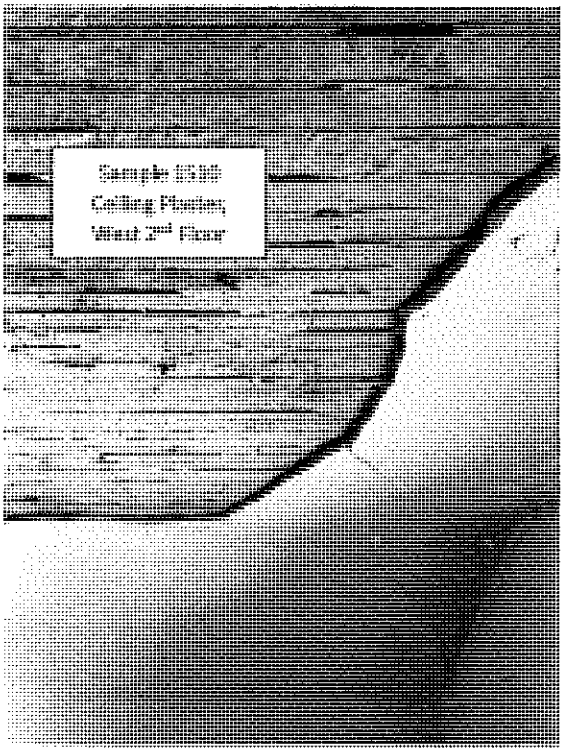


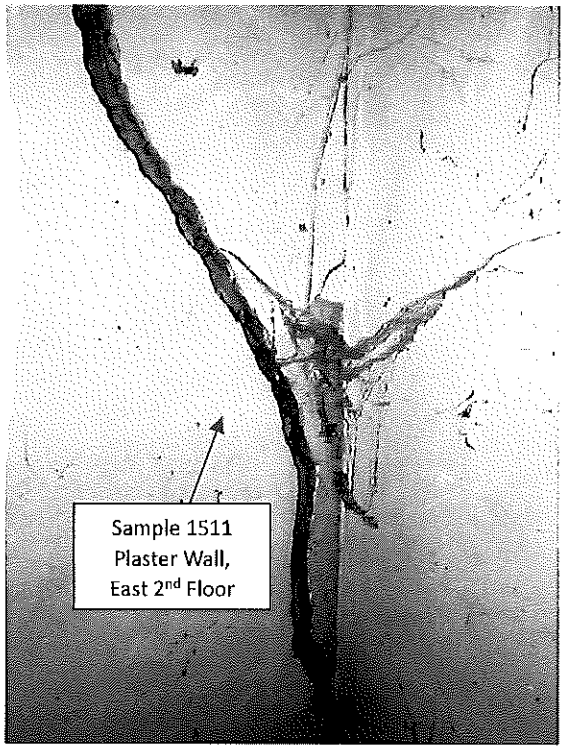


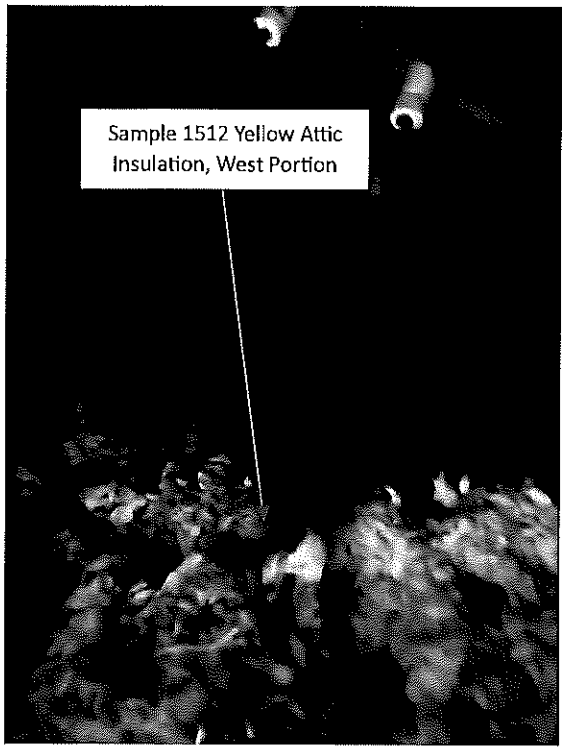


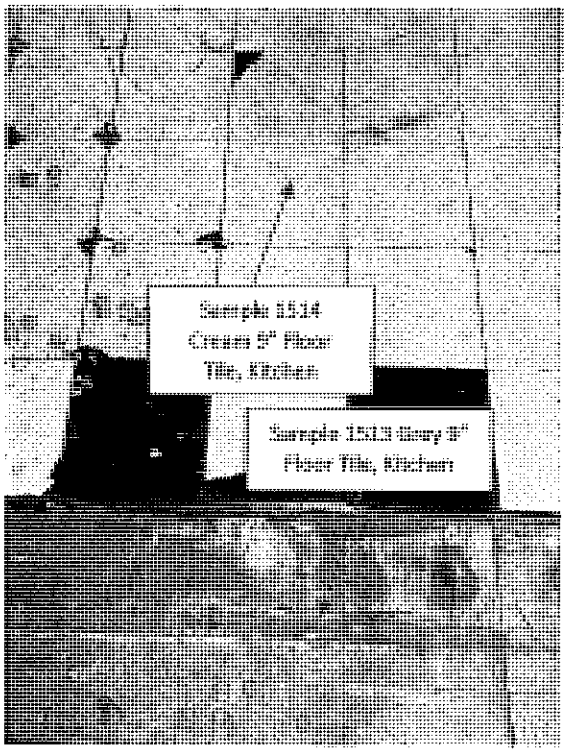

Sample 1508 Tan 9"
Floor Tile, 2nd Floor
Bathroom Closet

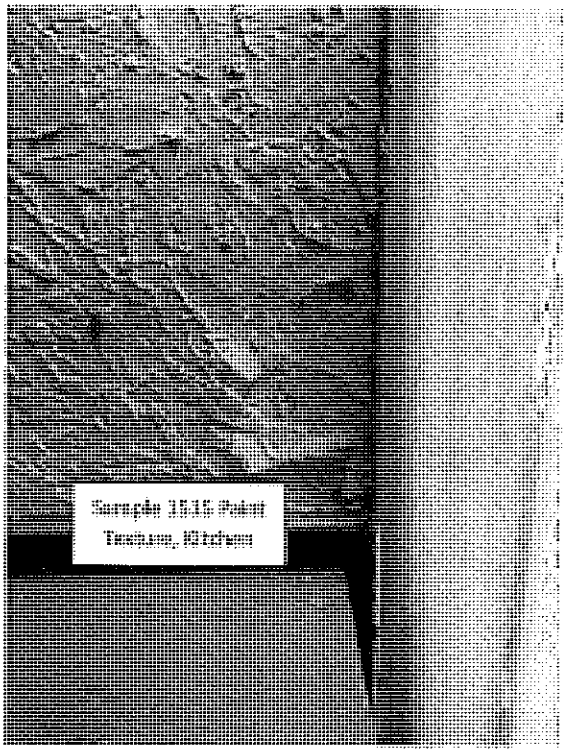

Sample 1509
White 9" Floor Tile,
1st Floor Bathroom

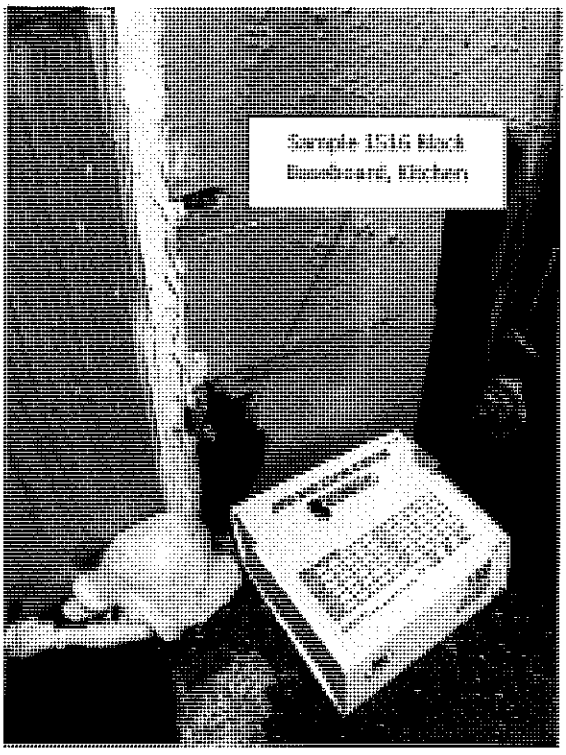

Sample 1510
Ceiling Plaster,
West 2nd Floor

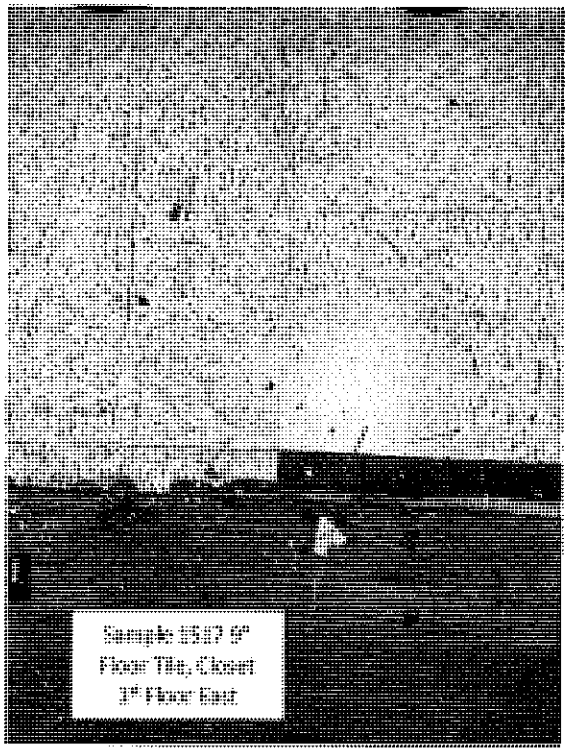

Sample 1511
Plaster Wall,
East 2nd Floor

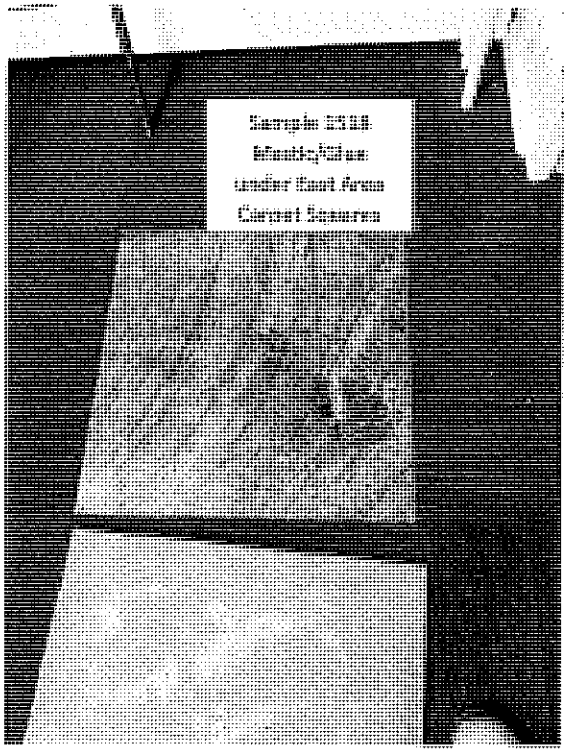

Sample 1512 Yellow Attic
Insulation, West Portion

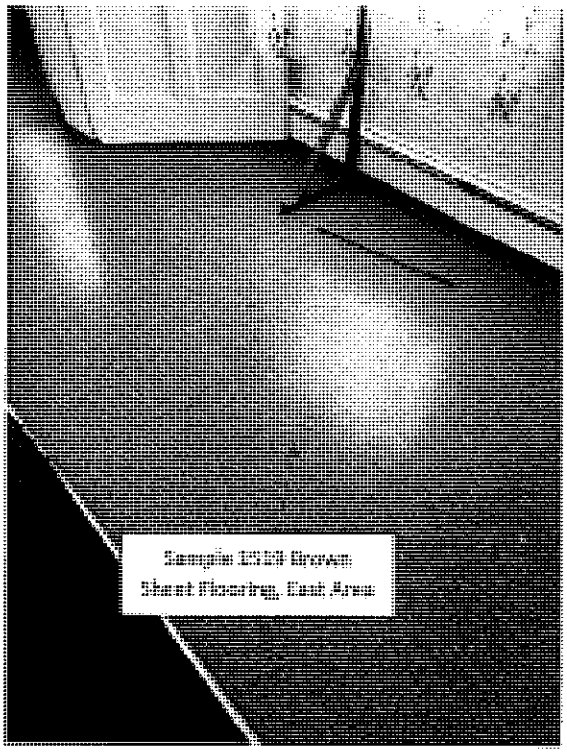

Sample 1514
Cream 9" Floor
Tile, Kitchen
Sample 1513 Grey 9"
Floor Tile, Kitchen

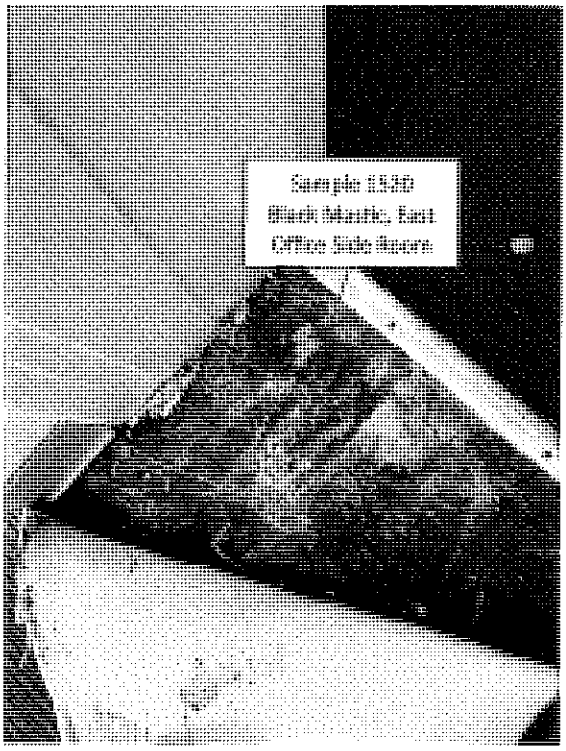

Sample 1515 Paint
Texture, Kitchen

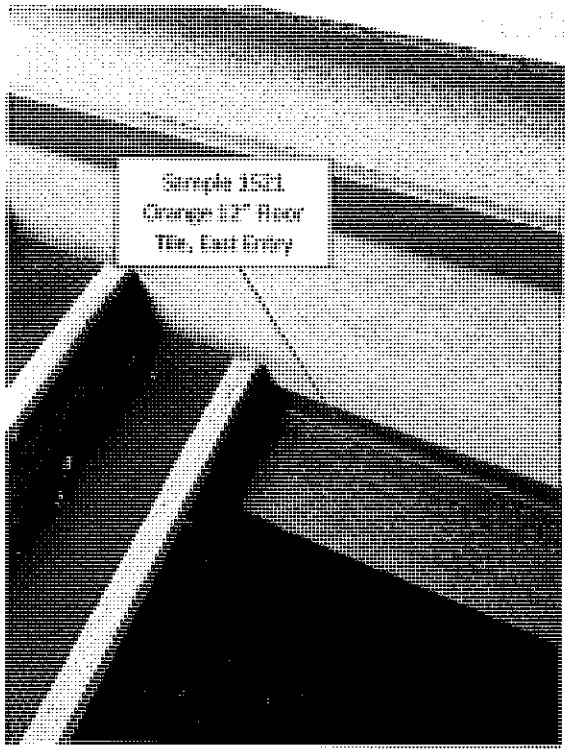

Sample 1516 Black
Baseboard, Kitchen

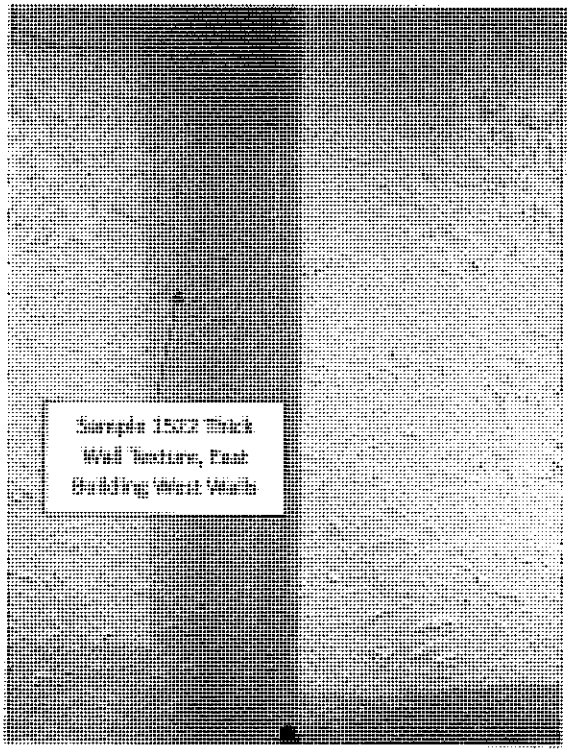

Sample 1537 9"
Floor Tile, Closet
1st Floor East

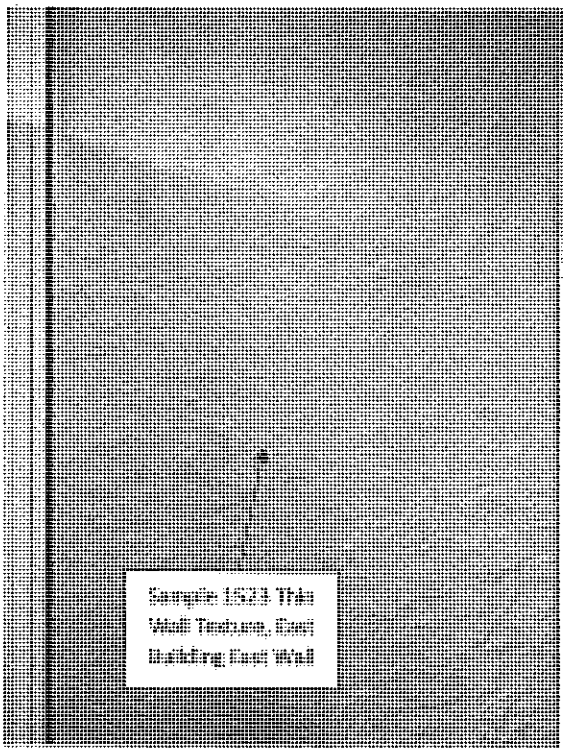

Sample 1538
Mastic/Glue
under East Area
Carpet Squares

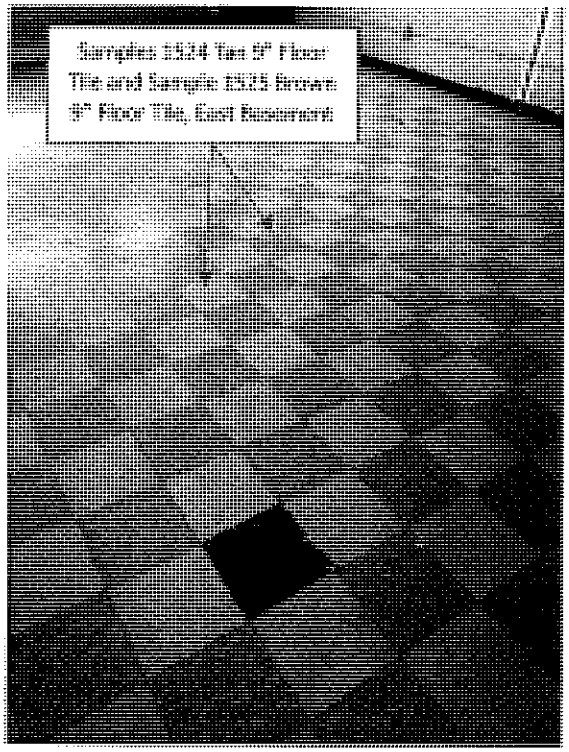

Sample 1539 Brown
Sheet Flooring, East Area

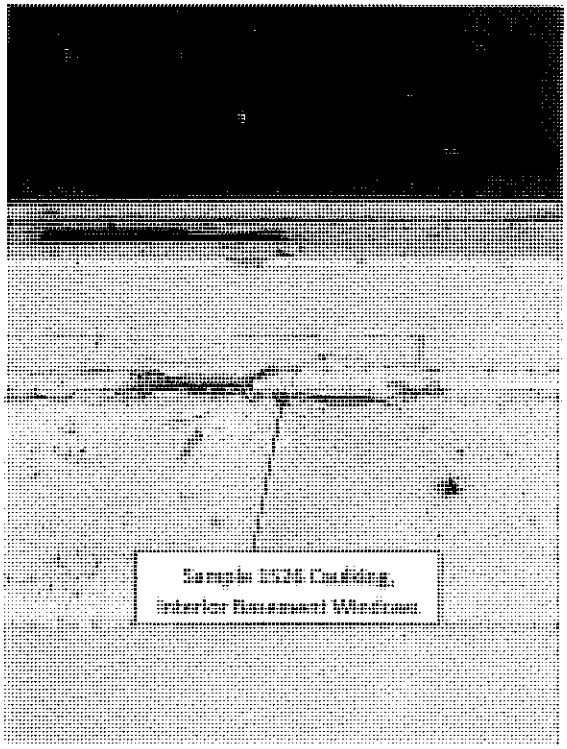

Sample 1540
Black Mastic, East
Office Side Room

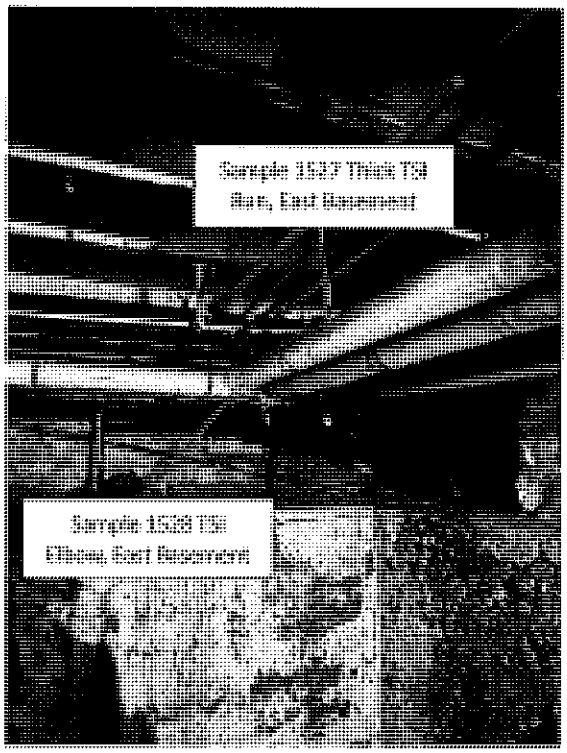

Sample 1521
Orange 12" Floor
Tile, East Entry

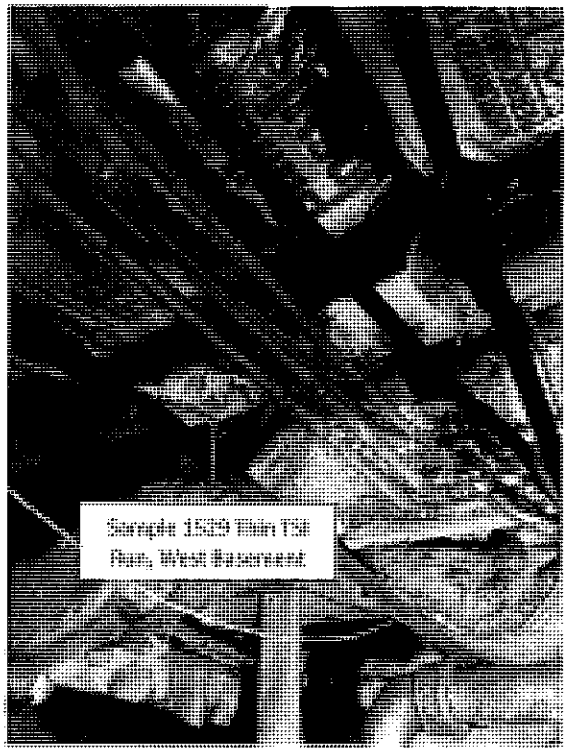

Sample 1522 Thick
Wall Texture, East
Building West Walls

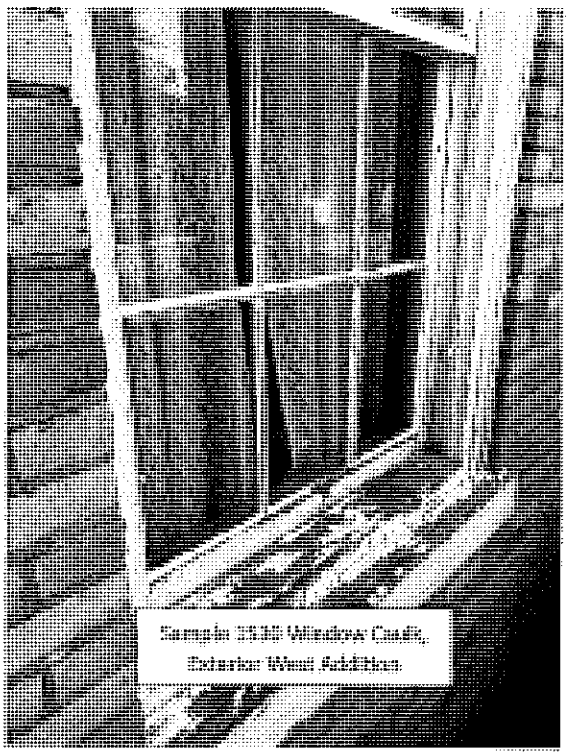

Sample 1523 Thin
Wall Texture, East
Building East Wall

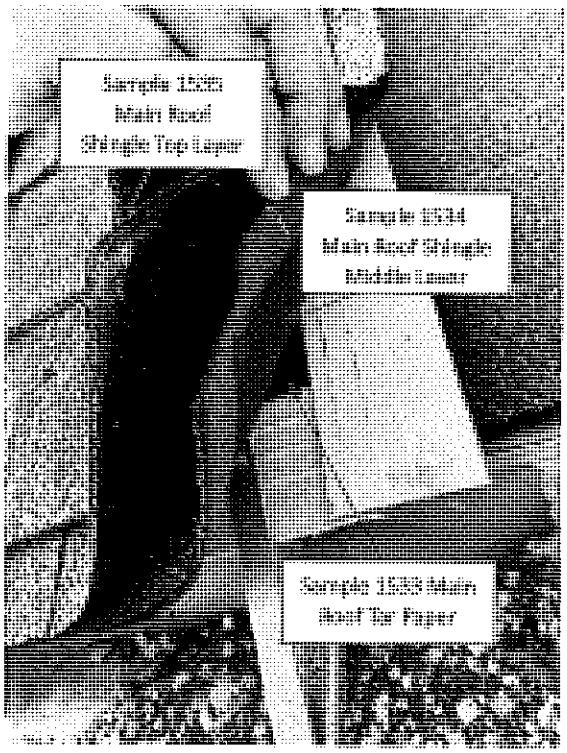

Samples 1524 Tan 9" Floor
Tile and Sample 1525 Brown
9" Floor Tile, East Basement

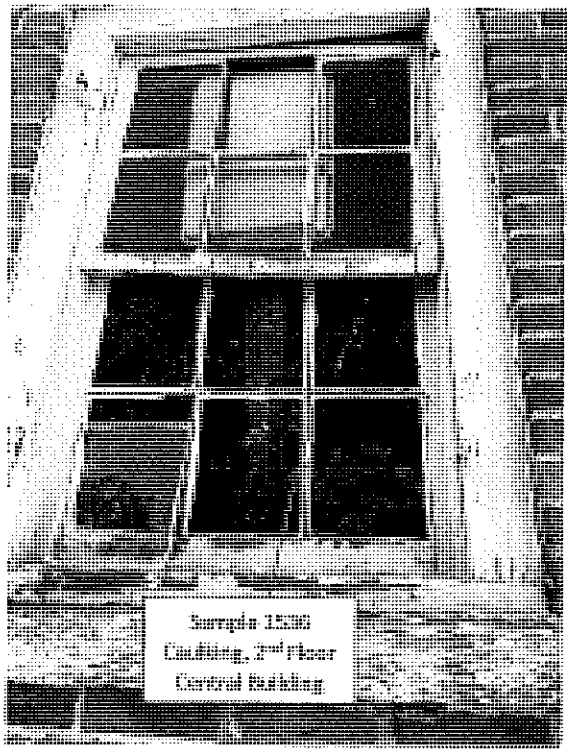

Sample 1536 Caulking,
Interior Basement Windows

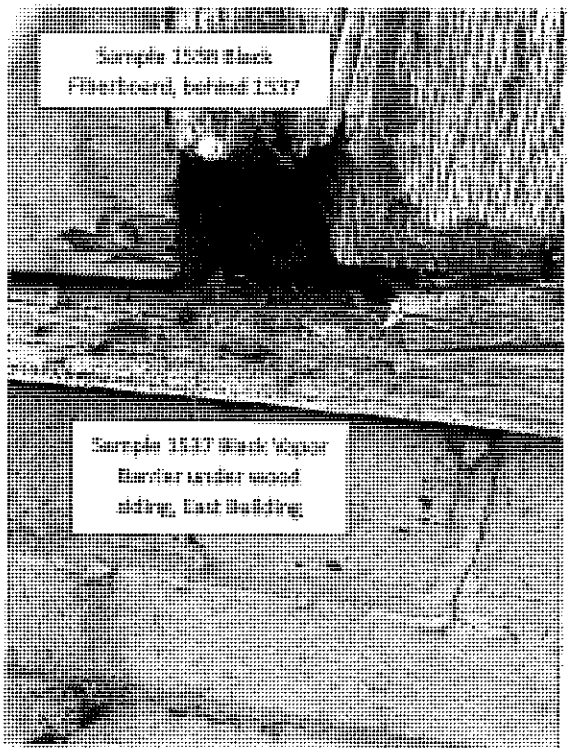

Sample 1537 Thick TSI
Run, East Basement
Sample 1538 TSI
Elbow, East Basement


Sample 1539 Thin TSI
Run, West Basement


Sample 1540 Window Caulk,
Exterior West Addition


Sample 1535
Main Roof
Shingle Top Layer
Sample 1534
Main Roof Shingle
Middle Layer
Sample 1533 Main
Roof Tar Paper


Sample 1536
Cladding, 2nd Floor
Central Building


Sample 1538 Black
Fiberboard, behind 1537
Sample 1537 Black Vapor
Barrier under wood
siding, East Building

Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date: July 15, 2025

Item: Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and approving the consultant contract with Teska Associates for Fiscal Year 2025

Staff Recommendation: Motion to approve an Ordinance waiving competitive bidding, approving contracts with Teska Associates for planning assistance professional services in the not-to-exceed amount of $30,000 and authorizing execution of the contract by the City Manager.

Staff Contact: Kathryn Cowlin, Director of Community Development

---

Background:
The City is seeking to enter into contract for professional planning assistance in reviewing and analyzing proposed developments within the City. Teska Associates, Inc. has been a long-time consultant for the City, particularly for projects within our Downtown District and TIF Districts, and offers a historical perspective coupled with a breadth of understanding of the planning profession and current market conditions that remains unparalleled in the industry.

The City seeks to engage Teska, on an as-needed basis, to provide review and analysis services in connection with development and planning matters and to complete several projects that the City previously initiated with Teska. The City would enter into a contract for each project and will not exceed the total service amount of $30,000.

Projects include:

- Assistance with the Ellsworth parking lot RFP.
- Depot Park construction oversight.
- Review of Downtown streetscape features for future maintenance and repairs.

Recommendation
It is staff's recommendation to move forward with the contract amount of up to $30,000 for the FY 2025 Budget. The proposed contracts has been reviewed and approved by the City's legal counsel.

Votes Required to Pass:

A vote of two-thirds of the Council members holding office is required to waive competitive bidding. Consequently, four affirmative votes of Council members are required for adoption of the attached ordinance.

Ordinance No.
File No.

ORDINANCE APPROVING THE WAIVER OF COMPETITIVE BIDDING FOR TESKA ASSOCIATES PLANNING AND TIF CONSULTANT CONTRACT

WHEREAS, the City has utilized Teska Associates for various planning and TIF consultant work since the 1980s; and

WHEREAS, the City entered into a contract with Teska Associates for planning and TIF consultant work relating to the Ellsworth Parking Lot RFP in 2024; and

WHEREAS, the City continues to work with a development group relating to the Ellsworth Parking Lot; and

WHEREAS, the City requires assistance with construction oversight for the Depot Park renovations which Teska Associates assisted with previously as a subcontractor; and

WHEREAS, the City desires to utilize professional planning consultant services to assist with reviewing development plans within corporate limits; and

WHEREAS, it is in the best interest of the City to waive competitive bidding and continue the agreement with Teska Associates in a not-to exceed amount of $30,000 in the Fiscal Year 2025.

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

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

SECTION TWO. Waiver of Competitive Bidding and authorization to enter into Agreements with Teska Associates. The City Manager is hereby authorized to enter into agreements, in such form as may be approved by the City Manager, for the Teska Associates

DRAFT

contract in the not-to-exceed amount of $30,000, without the necessity of seeking competitive bids.

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

DATED this 15th day of July, 2025

APPROVED:

_____
Haig H[illegible]ebjian, MAYOR

ATTEST:

_____
, CITY CLERK

PASSED: July 15, 2025
APPROVED: July 15, 2025

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

DRAFT

Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date: July 15, 2025

Item: Bid Award - Police Directed Towing Services

Staff Recommendation: Motion to award contracts for police directed towing services to the lowest responsive, responsible bidders: Herrick Auto Rebuilders, Inc.; Ormsby Motors, Inc.; Whitey's Towing, Inc.; and First Class Towing and Recovery, and adopt a Resolution authorizing the City Manager to execute two-year agreements for police directed towing services with Herrick Auto Rebuilders, Inc.; Ormsby Motors, Inc.; Whitey's Towing Inc.; and First Class Towing and Recovery in the amount bid

Staff Contact: James Black, Chief of Police

Background:

In 2015, the City initiated a competitive bidding process for Police Directed Towing Services. The City Code allows the City to designate up to four towing firms to provide police directed towing services. The Police Department utilizes towing services during such events as crash investigations when vehicles are immovable, when operators are arrested and the vehicles are unable to be released to another party, for disabled vehicles on the roadway, during seizures or impoundments, when requested by the owner or operator, for abandoned vehicles from private property at the request of the landowner, and certain parking violations that conform to the Illinois Vehicle Code.

During subsequent contract years in 2017, 2019, 2021 and 2023, only responsive and responsible bidders were awarded the bid and were contracted to perform police directed towing services for two years. The current contracts with the four towing agencies are set to expire on July 31, 2025. The City reinitiated the competitive bidding process, and on June 6, 2025 a set of bidding documents, including comprehensive specifications and a model towing services contract developed by staff, was issued to potential bidders on the City's QuestCDN online bidding program. Four tow companies offered a proposal.

On Monday, June 23, 2025, the City publicly opened and read aloud four bids received for police directed towing services. The four bidders were First Class Towing and Recovery, Herrick Auto

Rebuilders, Inc., Ormsby Motors, Inc., and Whitey's Towing, Inc. All four of these towing firms are currently under contract.

The bid process resulted in all four bidders submitting the required documentation. The bidders provided rates for different services, as described below. Staff determined that the most equitable method for evaluating the bids was to determine the lowest bid for each service and to award contracts to all of the bidders that would be agreeable to providing each service at the lower bid amount. Staff identified the lowest bids and then met with each bidder to review the results and discuss any issues discovered during the bid process. The following chart sets out the key bid result details:

Service	Ormsby	Whiteys	Herricks	First Class	Lowest Bid	2023 Price
BHs Tow TC, Arrest, Impound >12,000lbs	$250.00	$275.00	$225.00	$275.00	$225.00	$200.00
AHs Tow TC, Arrest, Impound >12,000lbs	$250.00	$300.00	$225.00	$300.00	$225.00	$200.00
BHs Tow Disabled >12,000lbs	$200.00	$250.00	$225.00	$275.00	$200.00	$175.00
AHs Tow Disabled >12,000lbs	$200.00	$300.00	$225.00	$300.00	$200.00	$200.00
BHs Tow TC, Arrest, Impound <12,000lbs	$225.00	$225.00	$225.00	$225.00	$225.00	$170.00
AHs Tow TC, Arrest, Impound <12,000lbs	$225.00	$225.00	$225.00	$225.00	$225.00	$170.00
BHs Tow Disabled <12,000lbs	$125.00	$125.00	$125.00	$170.00	$125.00	$90.00
AHs Tow Disabled <12,000lbs	$125.00	$150.00	$125.00	$195.00	$125.00	$100.00
All Out of Town Not to Exceed per mile	$5.00	$5.00	$5.00	$6.00	$5.00	$5.00
BHs Service Call no tow	$125.00	$100.00	$125.00	$125.00	$100.00	$75.00
AHs Service Call no tow	$125.00	$125.00	$125.00	$150.00	$125.00	$85.00
BHs Recovery Fee >26,000lbs	$450.00	$225.00	$200.00	$325.00	$200.00	$150.00
AHs Recovery Fee >26,000lbs	$450.00	$250.00	$200.00	$350.00	$200.00	$200.00
BHs Under-Reach per hour	$450.00	$450.00	$450.00	$350.00	$350.00	$350.00
AHs Under-Reach per hour	$450.00	$475.00	$450.00	$375.00	$375.00	$350.00
Cage Brakes/Drive Shaft Additional Charges	$100.00	-	$95.00	$125.00	-	-
Special Handling Fees per hour	$100.00	$160.00	$95.00	$125.00	$95.00	$95.00
Debris Clean-Up per Vehicle	$50.00	$50.00	$50.00	$75.00	$50.00	$45.00
Police Vehicle Tows	$95.00	$75.00	$95.00	$75.00	$75.00	$50.00
Standby Time per hour	$100.00	$90.00	$100.00	$90.00	$90.00	$60.00
Outside City Retrieval per hour	$95.00	$75.00	$100.00	$90.00	$75.00	$60.00
Outside City Retrieval per mile	$5.00	$5.00	$5.00	$6.00	$5.00	$4.00
Oil Clean-Up	$25.00	$40.00	$25.00	$25.00	$25.00	$25.00
Outside Storage >12,000lbs	$70.00	$75.00	$70.00	$75.00	$70.00	$60.00
Inside Storage >12,000lbs	$80.00	$100.00	$80.00	$100.00	$80.00	$75.00
Outside Storage <12,000lbs	$60.00	$60.00	$60.00	$50.00	$50.00	$45.00
Inside Storage <12,000lbs	$70.00	$75.00	$70.00	$75.00	$70.00	$55.00

The pricing for the majority of specific towing services either increased slightly or remained the same from the 2023 level. The accumulative pricing for all services increased by $496.00 during this latest bidding process.

The City's towing ordinance and the bid specifications allow the selection of up to four tow companies for police directed towing services. The tow companies that are awarded the bid are put into a rotation for services by incident. The four bidders have agreed to provide each service at the lowest bid for that service. First Class Towing & Recovery is located in Lake in the Hills, and is currently one of the City's tow companies. The City did not receive a fourth bid from any other towing service within the City.

Legal staff has reviewed and approved the towing contract.

Recommendation:

The City Manager's Office and the Police Department have reviewed all bids received for completeness and accuracy in accordance with bid requirements. Staff recommends that all four bidders, First Class Towing and Recovery, Herrick Auto Rebuilders, Inc., Ormsby Motors, Inc., and Whitey's Towing, Inc. be awarded a contract for police directed towing services.

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 the City Manager be and he is hereby authorized and directed to execute towing services contracts between the City of Crystal Lake and Herrick Auto Rebuilders, Inc.; Ormsby Motors, Inc.; Whitey's Towing, Inc.; and First Class Towing and Recovery for Police Department directed towing for two years beginning on August 1, 2025.

DATED this 15th day of July 2025.

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, MAYOR

SEAL:

ATTEST:

_____
City Clerk

PASSED: July 15, 2025
APPROVED: July 15, 2025

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MODEL CONTRACT AND SCOPE OF SERVICES

CITY OF CRYSTAL LAKE

CONTRACT FOR TOWING SERVICES

In consideration of the provisions of this document, the City of Crystal Lake, an Illinois municipal corporation (the "*City*"), and _____ (the "*Towing Firm*"), agree on August 1st, 2025, as follows:

Section 1. Services

The Towing Firm will provide all of the services described in the "Specifications For Towing Services" attached to this Contract as Attachment A (the "*Services*"). The Towing Firm will provide the Services in strict compliance with this Contract and the Crystal Lake City Code (the "*City Code*") and in accordance with industry standards for performing similar services.

Section 2. Commencement Date; Term

The Towing Firm will commence the Services immediately after execution of this Contract and perform the Services until this Contract expires or is terminated. This Contract is for a term ending on July 31, 2027.

Section 3. Review And Incorporation Of Contract Provisions

The Towing Firm represents and warrants that it has carefully reviewed, and fully understood, this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract, including the Invitation and Instructions For Bidders attached hereto as Exhibit A.

Section 4. Financial And Technical Ability to Perform

The Towing Firm represents and warrants that it is financially solvent and that it has the financial resources, experience, competency, capital, facilities, plant, organization, and employees necessary to perform the Services in full compliance with this Contract.

Section 5. Disclosures

The Towing Firm, prior to the commencement of Services and at least every six months during the term of this Contract, must provide to the City: (1) a list of the tow truck operators it employs or otherwise engages, including each operator's name; date of birth; home address; driver's license number, state, and classification; and years employed by the Towing Firm, and (2) a list of every tow truck the Towing Firm may use to provide services to the City, including the year, make, model, type, serial number, registration number, and towing capacity of each truck.

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Section 6. Personnel and Subcontractors

A. Personnel. The Towing Firm is responsible for providing all personnel necessary to complete the Services.

B. Approval and Use of Subcontractors. The Towing Firm must perform all Services itself, using its own personnel and equipment, unless otherwise approved by the City in advance in writing. The Towing Firm may not utilize subcontractors to perform any of the Services and the utilization of subcontractors will not be approved by the City.

Section 7. Contract Not Exclusive

This Contract is not exclusive. The City will select and use other towing firms to provide Towing Services.

Section 8. Risk of Loss

The Services and everything pertaining to them are provided, performed, and completed at the sole risk and cost of the Towing Firm. The Towing Firm is responsible for any and all damages to property or persons resulting from the Towing Firm's performance of the Services, regardless of the availability or unavailability of any insurance.

Section 9. Insurance

Contemporaneous with the Towing Firm's execution of this Contract, the Towing Firm must provide certificates of insurance evidencing at least the minimum insurance coverage and limits set forth in Attachment A and must maintain such coverage and limits at all times during the term of this Contract. Such policies must be in a form acceptable to the City and from companies with a general rating of A, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise acceptable to the City. Each insurance policy must name the City as an additional insured and must provide that no change, modification in, or cancellation of any insurance will become effective until the expiration of 30 days after written notice of the change, modification or cancellation has been given by the insurance company to the City.

Section 10. Indemnification

The Towing Firm must, without regard to the availability or unavailability of any insurance either of the City or the Towing Firm, indemnify and defend the City against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the Towing Firm's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Towing Firm, except to the extent caused by the negligence of, or the intentional, willful, or wanton act of, the City or its employees.

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Section 11. Payments

The Towing Firm will charge vehicle owners for Services only as specifically set forth in the pricing scheduled attached as Attachment B. Under no circumstances will the City be liable for, or responsible to make or collect, any charge or payment to or on behalf of the Towing Firm, except charges for Services performed on City-owned vehicles.

Section 12. City's Right To Terminate

A. If the City determines at any time that the Towing Firm has failed to perform the Services in compliance with this Contract or the City Code, then the City may terminate or suspend this Contract as provided in Sections 476-25 and 476-26 of the City Code.

B. If the City determines at any time during the term of the Contract that it is appropriate to issue a request for bids from towing firms to provide towing services to the Police Department (a "Request for Bids") under Section 476-7 of the City Code, then the City may terminate this Contract on 30 days notice to the Towing Firm. The Towing Firm may submit a bid in response to the Request for Bids.

Section 13. Towing Firm's Right To Terminate

The Towing Firm may terminate this Contract at any time by 30-day written notice to the City. Termination of this Contract by the Towing Firm will not relieve the Towing Firm of any liability to the City existing as of the date of the termination or accruing at any time as the result of, or related to, any act or failure to act on the part of the Towing Firm prior to the termination.

Section 14. No Collusion

The Towing Firm hereby represents and certifies that the Towing Firm is not barred from contracting with a unit of state or local government as a result of a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Towing Firm hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the City prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation if at any time it is found that the Towing Firm has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Towing Firm will be liable to the City for all loss or damage that the City may suffer thereby, and this Contract, at the City's option, will be null and void.

Section 15. Notices

All notices required or permitted to be given under this Contract must be in writing and will be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at

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the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested. Notices and communications must be addressed and delivered as follows:

If to City:	If to Towing Firm;
City Manager	_____
City of Crystal Lake	_____
100 West Woodstock Street	_____
Crystal Lake, Illinois 60014	_____

with a copy to:

Chief of Police
City of Crystal Lake
100 West Woodstock Street
Crystal Lake, Illinois 60014

By notice complying with the requirements of this Paragraph 15, the City or the Towing Firm may change the addressee for future notices to it.

Section 16. Governing Laws

This Contract and the rights of the City and the Towing Firm under this Contract must be interpreted according to the laws, but not the conflict of laws rules, of the State of Illinois.

Section 17. Compliance With Laws

The Towing Firm must ensure that the Services are performed in accordance with all required governmental permits, licenses, or other approvals and authorizations and in compliance with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act, any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.

The Towing Firm is solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Towing Firm's performance of the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract is deemed to be inserted herein.

Section 18. Entire Agreement

This Contract and the applicable provisions of the City Code set forth the entire agreement of the City and the Towing Firm with respect to the Services.

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IN WITNESS WHEREOF, the City and the Towing Firm have caused this Contract to be executed by their duly authorized representatives as of the date first written above.

CITY OF CRYSTAL LAKE	_____
By: _____	By: _____
Attest:	Attest:
By: _____	By: _____

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ATTACHMENT A

SPECIFICATIONS FOR TOWING SERVICES

Definitions.

"Proper Request For Release." A request for release of a vehicle from storage, made by the vehicle owner or authorized insurance representative in person, by telephone, or by facsimile, that includes payment or proper assurance of payment of applicable fees.

"Rotation." A system established by the City for designating multiple Towing Firms to provide Towing Services on a rotating basis.

"Steering." Any practice, relationship, procedure, or method by which a Towing Firm refers any person to, or recommends in any way to any person, a particular repair service, body shop, or other vehicle services vendor.

"Storage Lot." A secure vehicle storage lot or facility owned and controlled by the Towing Firm and approved in advance by the City to which the Towing Firm tows, and at which the Towing Firm stores vehicles towed by the Towing Firm pursuant to this Contract.

"Towing Firm." Each towing company providing Towing Services to the City pursuant to the terms of a Towing Contract.

"Tow Operator." Any person who operates a tow truck on behalf of the Towing Firm.

"Services." The services provided to the City by the Towing Firm under this Contract.

"City." The City of Crystal Lake, Illinois.

General Scope of Services.

The Towing Firm must provide all equipment, personnel, and appropriate protective clothing and equipment (including reflective vests or similar clothing for tow operators) needed to complete the Services in accordance with this Contract and the City Code. Unless excused from service by the City, the Towing Firm must be available to provide the Services every day, 24 hours each day.

The Towing firm must perform the following services as directed by the City:

A. Provide towing services for:

1. Vehicles involved in traffic crashes;

2. Disabled vehicles;

3. Abandoned or unclaimed vehicles in the roadway or on private property;

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4. Vehicles involved in crimes or seized or impounded as evidence;

5. Recovered stolen vehicles;

6. Disabled or damaged squad cars and other Department vehicles;

7. Vehicles that must be relocated during a City emergency; and

8. Other vehicles as requested by the Department.

B. Transport all towed vehicles to a Storage Lot and store towed vehicles in the Storage Lot, unless otherwise directed by the City.

C. Perform minor emergency repairs on disabled vehicles as listed by the Police Department, which may include such things as providing fuel, changing a tire, providing jump starts, and dislodging joined vehicles.

3. Required Facilities.

The Towing Firm must maintain the following facilities at all times during the term of the Contract:

A. At least one facility, which does not have to be located within the City, with equipment and labor force adequate to supply demand for police-directed towing services, on a full 24-hour-per-day basis every day of the year;

B. At least one secure parking lot used for short-term vehicle storage after a vehicle is towed that is open during business hours and is equipped with security features as required by the Crystal Lake Police Department, and;

C. A dispatch center that can communicate directly with the Department and with all tow operators.

4. Hours of Operation and Staffing Requirements.

The Towing Firm must maintain adequate staff to perform the Services on a 24-hour-per-day basis every day of the year and meet the following minimum requirements:

A. Each office and Storage Lot maintained by the Towing Firm in the City must be open to the public and adequately staffed to allow citizens to make inquiries and obtain vehicles including the following minimum hours:

1. Monday through Friday: not fewer than eight hours each day; and
2. Saturday: not fewer than four hours.

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B. At least one agent must be available at all other hours to allow police access to all stored vehicles and to release vehicles under emergency situations.

5. Tow Operator Qualifications.

The Towing Firm must use only competent, courteous, trustworthy, sober, and properly licensed Tow Operators who have adequate experience and training to perform the Services. All Towing Firm drivers must have and maintain all required federal and Illinois driver's licenses. The Towing Firm may not employ or engage any Tow Operator who has been convicted during the five years preceding the application of a criminal offense involving one or more of the following:

A. Bodily injury or attempt to inflict bodily injury to another person;

B. Theft of property or attempted theft of property; or

C. Sexual assault or attempted sexual assault of any kind.

6. Required Equipment.

The Towing Firm must have and maintain the following minimum equipment at all times:

A. One medium-duty tow truck having a gross vehicle weight of 15,001 to 26,000 pounds with a 10,000-pound boom capacity and wheel lift capabilities; and

B. One light-duty flatbed-type tow truck having a gross vehicle weight of 10,000 to 15,000 pounds with an 8,000-pound boom capacity and wheel lift capabilities, with capacity to tow a vehicle unable to be towed on its own tires/wheels.

All vehicles must be properly licensed, regularly inspected, and maintained in good and safe operating condition at all times. Each tow truck must be equipped with brooms, shovels, oil-dry, and other equipment sufficient to perform required clean-up services and with a mobile telephone, the telephone number for each which shall be provided to the City.

7. Rotation and Emergency Job Assignments.

The City, in the exercise of its sole discretion, may establish and revise from time-to-time a Rotation for assigning jobs among the towing firms under contract with the City. The Rotation will be designed to allocate jobs in a generally equitable manner among the towing firms. The Towing Firm agrees to receive job assignments in accordance with the Rotation established by the City.

In the case of an emergency determined by the Chief of Police or other authorized police officer, the Police Department may assign a job to a towing company outside of the regular rotation procedure. After the emergency circumstances have

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been addressed, the Police Department will return to the regular rotation procedure in a manner provided by the City's Rotation policy, as may be revised from time to time, or, if the Rotation does not provide specific procedures, in a manner that reasonably attempts to mitigate any unequal assignment of jobs created by the emergency.

8. Steering Prohibited.

Steering is prohibited at all times and in any form.

9. Insurance.

The Towing Firm must maintain at all times during the term of this Contract, all of the insurance coverage and limits listed in this section. The Towing Company must provide a copy of each policy to the City along with a certificate naming the City as an additional insured. Required coverage includes:

A. Comprehensive General Liability and Bodily Injury, minimum $1,000,000.

B. Motor Vehicle with minimum coverage, $1,000,000 per person, $3,000,000 per accident, and $300,000 property damage.

C. Garage Keeper's Liability, minimum $1,000,000.

D. Workers' Compensation, not less than minimum statutory limits.

10. Required Response Time to Accident.

The Towing Firm shall respond to request for Services within 20 minutes after the call is received during the Towing Firm's regular business hours, or within 30 minutes after the call is received at all other times.

11. Site Clean-Up.

When the Towing Firm is called to the site of a traffic crash and there is debris, shattered glass, liquid spills, or other material from wreckage at the site, the towing firm must remove such material from the site, in accordance with the Illinois Vehicle Code, 625 ILCS 5/12-606(c).

12. Fluid Drained from Vehicles.

All appropriate vehicle fluids must be drained prior to entering the storage facility of the Towing Firm shall have a system for proper fluid disposal that is not harmful to the environment. The City has the right to inspect and approve such system.

13. Vehicles Subject to a Police Hold.

The Towing Firm may not release, service, inspect, repair, or remove personal property from a vehicle if the City's Police Department informed the Towing Firm that the vehicle is either (1) impounded or seized for evidentiary purposes or (2) subject to a Police Department "hold."

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14. Storage Lot.

The Towing Firm is solely responsible for properly keeping and maintaining its Storage Lot in compliance with the terms of this Contract and the City Code. All vehicles towed by the Towing Firm pursuant to this Contract must be taken and stored except only as otherwise specifically directed by the City. The Storage Lot must be operated and maintained in accordance with the following minimum requirements:

A. The Storage Lot must have space for not fewer than 15 vehicles, including at least 5 indoor spaces.

B. Stacking of vehicles in the Storage Lot is prohibited.

C. The Storage Lot must be kept clean and free of rodents and vermin.

D. The Storage Lot must be fully enclosed by a protective fence or similar barrier and securely closed and locked at all times when the Storage Lot is unattended.

E. A sign must be posted at the main entrance to the Storage Lot regarding how the vehicle can be claimed, and the Tow Operator must have an informational handout regarding how to claim the vehicle.

F. The Towing Firm must provide for 24-hour access to the Storage Lot to the Crystal Lake Police Department and City inspectors.

15. Responsibility For Personal Property.

The Towing Firm is solely responsible for the care, safekeeping, and security of all vehicles towed by it and of all personal property in such vehicles, until the vehicle is released. The Towing Firm must comply with all applicable requirements of the Illinois Vehicle Code and other applicable laws or regulations governing the storage and handling of personal property including 625 ILCS 5.0/4-203-G-4, as may be amended from time to time.

16. City Inspections.

The City may, at all reasonable times, enter any Storage Lot for inspection to determine compliance with the terms of this Attachment A.

17. Release of Vehicles.

Except as otherwise provided in the next sentence of this Paragraph, the Towing Firm must release a vehicle immediately upon a Proper Request For Release. The Towing Firm must not release any vehicle that the City has directed it not to release.

18. Records and Reports.

The Towing Firm must keep, and maintain for at least 2 years, records of all City-directed tows and service requests that includes the following information:

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A. Time, date, and location of tow or service, hold information if applicable, the name of the officer authorizing the tow or service, and the police report number;

B. The name of the tow operator(s) who performed the tow or service;

C. The color, year, make, model, registration number, and vehicle identification number of the towed or serviced vehicle;

D. The date and time the owner of a towed vehicle was notified of the tow;

E. A list of any parts, accessories, or other items removed from the vehicle;

F. Itemized billing of all tow, service, and storage charges;

G. The date the vehicle was released;

H. A copy of the signed invoice, documenting the person claiming the vehicle, including a copy of the person's valid driver's license and proof of current valid insurance for the vehicle.

The Towing Firm must make these records available to the City promptly upon the City's request during regular business hours and at any other reasonable time. The Towing Firm must provide a report monthly or as requested by the City, of all Services rendered during the previous month.

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ATTACHMENT B

SCHEDULE OF PRICES

The Towing Firm may not charge any fee to a vehicle owner for a City-directed tow or service in excess of the charges listed in this Pricing Schedule. The City has no duty or responsibility to pay for, or to seek or secure from anyone at any time payment for, any Services, except Services performed on City-owned vehicles. The City must pay for Services on City-owned vehicles in accordance with this Schedule of Prices.

A. Tow fee:

1. Tow of a vehicle with a gross vehicle weight rating (GVWR) up to 12,000 pounds involved in a traffic crash, arrest, or other police impoundment, a flat rate of:

    a. During regular business hours: $225.00

    b. After-hours: $225.00

2. Tow of a disabled vehicle with a GVWR up to 12,000 pounds, a flat rate of:

    a. During regular business hours: $125.00

    b. After-hours: $125.00

3. Tow of a vehicle with a GVWR between 12,001 pounds and 26,000 pounds involved in a traffic crash, arrest or other police impoundment, a flat rate of:

    a. During regular business hours: $225.00

    b. After-hours: $225.00

4. Tow of a disabled vehicle with a GVWR between 12,001 pounds and 26,000 pounds, a flat rate of:

    a. During regular business hours: $200.00

    b. After-hours: $200.00

5. All out-of-town mileage charges shall not exceed $5.00 per mile.

B. Service call fee:

1. For any service call where no tow is involved:

    a. During regular business hours: $100.00

    b. After-hours: $125.00

2. Actual retail cost for fuel or parts may be charged in addition to the service call fee.

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C. Recovery fee:

1. For vehicles with a combined GVWR weight of less than 26,000 pounds, the per-hour fee shall be no more than:

    a. During regular business hours: $200.00

    b. After-hours: $200.00

2. When it is determined that, due to a vehicle's condition, a heavy-duty under-reach is required, the per-hour fee shall not exceed:

    a. During regular business hours: $350.00

    b. After-hours: $375.00

3. Additional charges of $0.00 may be charged to cage brakes and/or remove the drive shaft, if necessary, for the removal of the recovered vehicle.

4. Special handling charges shall be a rate not to exceed $95.00 per hour, measured in fifteen-minute increments. Special handling may include, but is not necessarily limited to:

    a. Vehicle roll-over.

    b. Vehicle impacted into a building or other structure.

    c. Vehicle immersed in a body of water.

    d. Vehicle that is on the roadway requiring a power winch for retrieval.

    e. Motorcycle or other vehicle requiring special handling considerations.

D. Miscellaneous rates:

1. Debris clean-up, per vehicle: $50.00

2. Police vehicles for the City of Crystal Lake will be towed at a fee of $75.00 per vehicle.

3. Standby time may be billed at a rate of $90.00 per hour.

4. Any time a firm is required to respond outside the corporate limits of the City to recover a vehicle for the Department, time shall be charged at a rate not to exceed $75.00 per hour, plus mileage at the rate of $4.00 per mile.

5. Oil clean-up: $25.00

E. Storage charges.

1. The towing firm will provide storage at no charge for vehicles stored for evidentiary, impound or seizure purposes. The owner of record for a vehicle impounded pursuant to statutory requirement is be liable for storage fees commencing from the date the vehicle was available for release.

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2. No storage charge may be imposed for the first 24 hours.

3. For any vehicle with a GVWR of 12,000 pounds or less:

    a. For outside storage: $50.00 per day.

    b. For inside storage: $70.00 per day.

4. For a vehicle with a GVWR of 12,001 pounds or greater:

    a. For outside storage: $70.00 per day.

    b. For inside storage: $80.00 per day.

F. For the purposes of establishing fees, regular business hours are considered to be 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding observed City holidays. All other times are considered after hours.

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EXHIBIT C

SAMPLE FORM OF CERTIFICATE OF INSURANCE

EXHIBIT A (EXAMPLE)

*ACORD*TM **CERTIFICATE OF LIABILITY INSURANCE**		**DATE** (MM/DD/YYYY) Completed
PRODUCER Fully Completed	**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**	
	INSURERS AFFORDING COVERAGE	**NAIC #**
INSURED Fully Completed	INSURER A: Name of Insurance Company	Completed
	INSURER B: Name of Insurance Company	Completed
	INSURER C: Name of Insurance Company	Completed
	INSURER D: Name of Insurance Company	Completed
	INSURER E: Name of Insurance Company	Completed

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	**GENERAL LIABILITY** CG001 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ OWNERS & CONT PROT ((IF REQUIRED) ☐ _____ GEN'L AGGREGATE LIMIT APPLIER PER: ☐ POLICY ☐PROJECT ☐ LOC	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea. Occur.)	$ 50,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS-COMP/OP AGG	$ 1,000,000
A		**AUTOMOBILE LIABILITY** CA001 ☒ ANY AUTO CA001 ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ _____	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ea. Accident)	$ 1,000,000
						BODILY INJURY (PER PERSON)	$
						BODILY INJURY (PER ACCIDENT)	$
						PROPERTY DAMAGE (PER ACCIDENT)	$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
B	X	**EXCESS UMBRELLA LIABILITY** ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	$ per request
						AGGREGATE	$ per request
C		**WORKES COMPENSATION AND EMPLOYERS' LIABIITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	☒ WC STATU- ☐ OTHER TORY LIMITS	
						E.L. EACH ACCIDENT	$ 500,000
						E.L. DISEASE-EA EMPLOYEE	$ 500,000
						E.L. DIESEASE-POLICY LIMIT	$ 500,000
		OTHER Professional Liability (If requested)	Policy Number	Policy Start Date	Policy End Date		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

List project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary.

CERTIFICATE HOLDER	**CANCELLATION**
Additional Insured: Member, its officials, employees, agents and volunteers.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
	SIGNATURE OF AUTHORIZED AGENT

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EXHIBIT D

SAMPLE FORM OF ADDITIONAL INSURED ENDORSEMENT

II. ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:
Name of Insured:
Policy Number:
Policy Period:
Vendors Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your ongoing operations".

For purposes of this endorsement, "arising out of your ongoing operations" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

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Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date: July 15, 2025

Item: Proposal Award - Agreement for Crossing Guard Services

Staff Recommendation: Motion to award contract for Crossing Guard Services to the lowest responsive, responsible proposer, Andy Frain Services, Inc. and to adopt a Resolution authorizing the City Manager to execute a five-year agreement with Andy Frain Services, Inc. in the submitted proposal amount.

Staff Contact: James Black, Chief of Police

Background:
In 2015, the City contracted with a private company to provide crossing guard services. School District 47 participates in the City's Crossing Guard Program by paying for approximately half of the costs associated with the program. The benefits of contracting with a private company include a reduction in costs and reduced liability. Costs are reduced as City employees are not being utilized to work crossing locations. The risk of liability is lower as a result of the contracted company be required to maintain adequate insurance including liability insurance and worker's compensation. The contract for crossing guard services from 2015 to 2020 was awarded to Andy Frain Services, Inc. In 2020, Andy Frain Services, Inc. was again the lowest responsive bidder and was awarded the crossing guard contract from 2020 to 2025.

The City issued a Request for Proposals for crossing guard services. The request included costs for staffing one guard per seventeen (17) locations and one supervisor. The guards will be on location for two hours per day. School District 47 provided that for the 2024/2025 school year there were 174 days of school (79 in the fall and 95 in the spring). Those numbers were used to calculate the total approximate cost of the purposed contracts. Below are the results of the proposals received on January 31, 2025:

√ **Andy Frain Services, Inc.** **Aurora, IL**			
Rate	Hourly Rate-Crossing Guard	Hourly Rate-Supervisor	Annual Cost based on 174 School Days
2025	$23.52	$23.52	$66,917.74
2026	$24.23	$24.23	$151,776.72
2027	$24.96	$24.96	$156,349.44
2028	$25.71	$25.71	$161,047.44
2029	$26.48	$26.48	$90,561.60
Total Approximate Contract Cost			$626,652.94

√ Indicates the lowest responsive and responsible bidder.

All City Management Services **Santa Fe Springs, CA**			
Rate	Hourly Rate-Crossing Guard	Hourly Rate-Supervisor	Annual Cost based on 174 School Days
2025	$25.57	$25.57	$72,721.08
2026	$26.64	$26.64	$166,872.96
2027	$27.78	$27.78	$174,013.92
2028	$29.33	$29.33	$183,723.12
2029	$31.14	$31.14	$106,498.80
Total Approximate Contract Cost			$703,829.88

Crossing Guard Services, LLC **Stamford, CT**			
Rate	Hourly Rate-Crossing Guard	Hourly Rate-Supervisor	Annual Cost based on 174 School Days
2025	$23.93	$30.00	$69,015.98
2026	$25.52	$31.50	$161,938.32
2027	$27.12	$33.00	$171,925.92
2028	$28.71	$34.50	$181,854.36
2029	$30.31	$36.00	$104,741.30
Total Approximate Contract Cost			$689,475.88

Recommendation:

City staff have reviewed all proposals received for completeness and accuracy in accordance with the request for proposals document. In collaboration with School District 47 officials, it is staff's recommendation to award the proposal for crossing guard services to the lowest responsive, responsible proposer, Andy Frain Services, Inc., and to adopt a resolution authorizing the City Manager to execute an agreement with Andy Frain Services, Inc. in the submitted proposal amount. This service will be implemented for the upcoming school year.

City legal counsel has reviewed the contract and agrees with the Department's recommendation.

Votes Required to Pass:

Simple majority

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is hereby authorized and directed to execute a five-year agreement with Andy Frain Services, Inc., for crossing guard services in the submitted proposal amount.

DATED this 15th day of July, 2025.

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By: _____
MAYOR

SEAL
ATTEST

_____
CITY CLERK

PASSED: July 15, 2025
APPROVED: July 15, 2025

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CITY OF CRYSTAL LAKE
PROFESSIONAL SERVICES AGREEMENT
CROSSING GUARD SERVICES

THIS AGREEMENT (the "***Agreement***") is dated as of the 21st day of July, 2025 ("***Effective Date***") and is by and between the **CITY OF CRYSTAL LAKE**, an Illinois home rule municipality (***"City"***) and Andy Frain Services, Inc. (***"Consultant"***).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the City's home rule and statutory powers and other applicable authority, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The City desires to engage the Consultant to provide all necessary professional services and to perform the work described herein in connection with the project identified below:

The City of Crystal Lake is requesting proposals from qualified consultants for CROSSING GUARD SERVICES. (the "***Project***").

B. Project Description. The Consultant will provide Crossing Guard Services to the City in connection with the Project, as more fully set forth in the Scope of Services attached hereto as Exhibit A (the "***Services***").

C. Representations of Consultant. The Consultant has submitted to the City a description of the Services and represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the Services in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature. The Consultant further represents that it has the necessary professional training, experience and qualifications to produce all work product and deliverables required to complete the Services. The representations expressed in this section shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved to the City.

D. Agreement Amount. The Consultant's fees for performance of the Services under this Agreement shall be as outlined in Exhibit B unless a change order or amendment to the Fee Proposal is approved in writing by both Parties in the manner provided by Subsection 8.A of this Agreement (the "***Fee Proposal***").

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The City retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement; Time of Performance. The Consultant shall commence the Services immediately upon August 18, 2025. After commencing the Services as provided herein, the

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Consultant shall diligently and continuously prosecute the Services throughout the Term of this Agreement (***"Time of Performance"***).

D. **Reporting.** Upon request of the City Manager or the Manager's designee, the Consultant will promptly report to the City regarding the status or progress of any of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. **Invoices and Payment.** The Consultant shall be paid as provided in the Fee Proposal. The Consultant shall submit invoices to the City in an approved format for those portions of the Services performed and completed by the Consultant. The amount billed in any such invoice shall be based on the method of payment set forth in the Fee Proposal. The City shall pay to the Consultant the amount billed within 60 days after its receipt and approval of such an invoice.

B. **Records.** The Consultant shall maintain records showing actual time devoted and costs incurred and shall permit the authorized representative of the City to inspect and audit all data and records of the Consultant for work done under the Agreement. The records shall be made available to the City at reasonable times during the Term of the Agreement and for three years after the termination of the Agreement.

C. **Claim In Addition To Agreement Amount.** If the Consultant wishes to make a claim for additional compensation as a result of action taken by the City, then the Consultant shall submit a written change order request to the City within _____ days after the occurrence of such action. No claim for additional compensation shall be valid unless made in accordance with this Subsection. The City shall promptly review a submitted change order request, but no change to the Fee Proposal or to the amount of compensation due to the Consultant for the Services ("***Agreement Amount***") shall be valid unless and until the change is approved in writing by both Parties in the manner provided by Subsection 3.A of this Agreement. Regardless of the City's decision relative to any change order request submitted by the Consultant, the Consultant shall proceed with all work required to complete the Services in accordance with this Agreement and without interruption.

D. **Reduction in Compensation Due to Failure to Provide Crossing Guard.** Consultant acknowledges that timely and complete performance is essential. For each scheduled school day on which a guard is not posted as required by this Agreement the City may deduct $200 from the amount payable for that billing period. A separate $200 deduction shall be made for each occasion and location during such billing period that a guard is not posted. This reduction in compensation shall not be construed as a waiver of any other remedies available to the City under law or equity.

E. **Taxes, Benefits, and Royalties.** The Fee Proposal and Agreement Amount include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. Any claim for additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

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A. Key Project Personnel. Susan Grimm is hereby designated as key project personnel for the Services (the "***Key Project Personnel***") and shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the City's prior written approval.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the City as soon as practicable prior to termination, reassignment, resignation, or retirement of any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the City for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone, or for any delay or extension of the Time of Performance, as a result of any such termination, reassignment, retirement, or resignation.

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City, the Consultant shall immediately upon notice from the City remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages for compensation in excess of the Agreement Amount, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term ***"Confidential Information"*** shall mean information in the possession or under the control of the City relating to the technical, business or corporate affairs of the City; City property; user information, including, without limitation, any information pertaining to usage of the City's computer systems, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. City Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Consultant from a source other than the City prior to the time of disclosure of said information to the Consultant under this Agreement (***"Time of Disclosure"***); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the City; or (iv) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

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B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the City under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the City. The Consultant shall use reasonable measures to protect the confidentiality of Confidential Information that are at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a confidentiality and non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE; LIABILITY.

A. Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized Crossing Guard companies in performing services of a similar nature in existence at the time of performance. The warranty expressed shall be in addition to any other warranties expressed in this Agreement or expressed or implied by law, which are hereby reserved unto the City.

B. Indemnification. The Consultant shall, to the fullest extent permitted by law and without regard to the availability or unavailability of any insurance either of the City or the Consultant, indemnify, save, hold harmless, and defend the City, and its officials, officers, employees, agents, attorneys, and representatives against any and all injuries, lawsuits, claims, suits, demands, damages, liabilities, judgments, losses, costs, and expenses, arising or alleged to have arisen out of, as a consequence of, or in relation to the Consultant's performance of, or failure to perform, the Services, or any part thereof, or any other obligation of Consultant under this Agreement (including without limitation, review of plans and other technical documents, construction inspection services, and/or failure to meet representations, warranties, or certifications of Consultant set forth in this Agreement), including attorneys' fees, litigation or defense costs, and expenses, except to the extent caused by the City's sole negligence.

C. Insurance. Contemporaneous with the Consultant's execution of this Agreement, the Consultant shall provide certificates of insurance (and, if requested by the City, copies of insurance policies), all with coverages and limits acceptable to the City and evidencing at least the minimum insurance coverages and limits, restrictions on modification or cancellation, and additional insured endorsements as set forth in Exhibit C to this Agreement. For good cause shown, the City Manager may extend the time for submission of the required certificates or policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the City Manager may impose in the exercise of his or her sole discretion. Such certificates and policies shall be in a form acceptable to the City and from companies satisfactory to the City that meet the minimum standards for acceptability as set forth in Exhibit C. The Consultant shall, at all times during the Term of this Agreement (including, without limitation, at all times while correcting any failure to meet representations, warranties, or certifications of the Consultant under this Agreement), maintain and keep in force, at the Consultant's expense, the insurance coverages provided herein.

D. Subcontractor Insurance. Unless otherwise provided in Exhibit C, Consultant shall include any and all subcontractors as insureds under its policies or shall furnish separate

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insurance certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements applicable to the Consultant's insurance as stated herein.

E. Assumption of Liability. Consultant assumes liability for any and all injury to or death of any person or persons, including without limitation any employees of the Consultant, any subcontractor, any supplier, or any other person and assumes liability for all damage to property sustained by any person, persons, or entity occasioned by or in any way arising out of Consultant's performance of the Services.

F. No Personal Liability. No elected or appointed official, officer, or employee of the City shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (i) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and Consultant; or (ii) to create any relationship between the City and any agent, employee, or subcontractor of the Consultant.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no City official, employee, or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed by or associated with the Consultant has any interest that would conflict in any manner or degree with the Consultant's performance of its obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the Consultant's performance of its obligations under this Agreement.

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

D. Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

E. Patriot Act Compliance. The Consultant represents and warrants to the City that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person

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or entity named as a specially designated national and blocked person (as defined in Presidential Executive Order 13224, as amended) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants to the City that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify, and hold harmless the City, its corporate authorities, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

F. Term; Termination.

1. Term. This Agreement shall be in full force and effect for a term beginning on the Effective Date and continuing until the completion of the Services or the termination of this Agreement as provided herein (the "***Term***").

2. Termination for Convenience. The City may terminate this Agreement during the Term without cause by providing 15 days' prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid in accordance with the Fee Proposal (but not in excess of the Agreement Amount) for Services actually performed and authorized reimbursable expenses actually incurred, if any, prior to the effective date of termination.

3. Default; Termination. If it should appear at any time that the Consultant has failed or refused to provide the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("***Event of Default***"), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the City, then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

a. Cure by Consultant. The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

b. Termination of Agreement by City. The City may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except that the City shall pay Consultant for the Services rendered and accepted, and authorized expenses incurred up to the date of termination.

c. Withholding of Payment by City. The City may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

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G. Compliance with Laws and Grants. Consultant shall perform all work related to the Services, the Project, and this Agreement in compliance with all applicable federal, State, and local statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; the Occupational Safety & Health Act; and any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, sexual orientation, disability, or other protected classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*., and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq*. Additionally, Consultant shall obtain, and shall ensure that the Services are provided, performed, and completed in accordance with, all required governmental permits, licenses, or other approvals and authorizations. Consultant shall be solely responsible to submit all applications, reports, data, and information; give all notices; pay all fees; and take all other actions that may be necessary to ensure Consultant's compliance with this paragraph. Consultant shall also comply with all conditions of any federal, state, or local grant received by the City or Consultant with respect to this Agreement or the Services, provided that Consultant has been given reasonable notice of such grant conditions.

To the extent that the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, (the "***PWA***") applies to the Services or any portion thereof, it is the Consultant's obligation to pay (and require any subcontractor to pay) prevailing wages as established by the Illinois Department of Labor and in accordance with the PWA for each craft or type of work needed to complete the Services. The prevailing wage rates are established, and are revised from time to time, by the Illinois Department of Labor and are available on the Department's official website at: https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx. If the Consultant determines the PWA is applicable to the Services or any portion thereof, the Consultant shall post or provide notice of the prevailing wage rates in accordance with the PWA. Any increases in costs to the Consultant due to changes in the prevailing rate of wages during the Term of this Agreement shall be at the expense of the Consultant and not at the expense of the City. Any change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Consultant shall be solely responsible to maintain and file accurate payroll and other records in the manner set forth in, and as required by the PWA.

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof. In addition, with respect to any violations or alleged violations of the PWA, Consultant shall be solely liable and required to (i) pay the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Services; and (ii) defend and indemnify the City against any and all claims arising under or related to the PWA, including any damages, attorneys' fees, and penalties or fines.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

H. No Additional Obligation. The Parties acknowledge and agree that the City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

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I. **City Council Authority.** Notwithstanding any provision of this Agreement, the Consultant shall not be authorized to purchase (nor to engage in negotiations, make representations, or enter into agreements relating to the purchase of) any goods, materials, supplies, or services from a vendor or other third party on behalf of the City except with the express prior written approval of the City and authorization of the City Council. The City shall not be liable to any vendor or other third party for any purchases, representation, or agreements made by the Consultant, purportedly on behalf of the City, without the City's knowledge and express written approval.

J. **Mutual Cooperation.** The City agrees to cooperate with the Consultant in the performance of the Services, including meeting and communicating with the Consultant and providing the Consultant with such non-confidential information as the City may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the City and with any other consultants or vendors engaged by the City in relation to performing and completing the Services.

K. **News Releases.** The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the City Manager.

L. **Records; Ownership; Intellectual Property.** Consultant agrees to maintain records, documents, and project files relating to the Services, including as applicable and without limitation any and all designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and other documents, data, or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services (***"Documents"***). All Documents shall be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the City.

M. **Freedom of Information Act Compliance.** Upon request by the City, Consultant shall cooperate with the City in responding to any request received under the Freedom of Information Act, 5 ILCS 140/1 et seq., ("***FOIA***") relating to this Agreement, the Services, or the Documents, including by providing to the City any and all Documents that are, or may be, public records responsive to such FOIA request so that the City may review and produce them to the FOIA requester within the time frames required by law. If additional time is necessary to compile Documents in response to a FOIA request, then Consultant shall so notify the City and, if permitted by applicable law, the City shall request an extension in accordance with the Act. In the event that the City is found to have not complied with FOIA as a result of: (i) Consultant's failure to timely produce Documents or otherwise appropriately respond to a FOIA request; or (ii) Consultant's request that the City assert an exemption to disclosure or otherwise deny a FOIA request for Documents, then Consultant shall indemnify and hold the City harmless and shall pay all amounts determined to be due as a result of the FOIA violation including but not limited to fines, penalties, defense costs, and attorneys' fees.

SECTION 8. GENERAL PROVISIONS.

A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is set forth in writing, properly approved by both Parties in accordance with applicable laws and procedures, and executed. City approval of any such amendment or modification shall require express approval by the City Council or by the City Council's authorized representative.

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B. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any Party, or of a Party's duly authorized officer, employee, agent, or representative, is required, then the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

C. Assignment. This Agreement may not be assigned by the City or by the Consultant without the prior written consent of the other Party.

D. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

E. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by e-mail. Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

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

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

With a copy to:
Email: rneumann@crystallake.org

F. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Consultant shall be made or be valid against the City.

G. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

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H. Time is of the Essence. Time is of the essence in the performance of this Agreement.

I. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice or the performance of any obligation hereunder falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

J. Governing Laws. This Agreement shall be governed by, interpreted, and enforced according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

K. Interpretation. This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties participated equally in their drafting. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

L. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the Services and the matters set forth herein and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the City and the Consultant with respect to such matters.

M. Waiver. No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

N. Exhibit. Exhibits A, B, C and D are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

O. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

P. Authority to Execute.

1. The City. The City hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. The Consultant. The Consultant hereby warrants and represents to the City that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

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Q. **Electronic and Counterpart Execution.** This Agreement may be executed electronically and/or in counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ATTEST: **CITY OF CRYSTAL LAKE**

By: _____ By: _____
City Manager

ATTEST: **Andy Frain Services, Inc.**

By: _____ By: _____

Title: _____ Title: _____

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EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide Crossing Guard Services pursuant to this Agreement and in accordance with the RFP dated January 24, 2025 and the Proposal dated January 31, 2025, which are attached to this Agreement and incorporated herein as Exhibit D.

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EXHIBIT B

FEE PROPOSAL

Item:	**Year 1 Price: 2025**	**Year 2 Price: 2026**	**Year 3 Price: 2027**	**Year 4 Price: 2028**	**Year 5 Price: 2029**
Crossing Guard Per Hour Rate	$_____23.52_____	$_____24.23_____	$____24.96_____	$____25.71_____	$_____26.48_____
Crossing Guard Supervisor Per Hour Rate	$_____23.52_____	$_____24.23_____	$_____24.96_____	$___25.71_____	$_____26.48_____

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EXHIBIT C

INSURANCE COVERAGES

INSURANCE REQUIREMENTS

Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

A. Insurance Services Office (ISO) Commercial General Liability occurrence form CG 0001 with the City of Crystal Lake named as additional insured on a primary and noncontributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: Additional Insured Endorsements CG 20 10 – Additional Insured: Owners, Lessees or Contractors - Scheduled Person or Organization (Exhibit C.1) or CG 20 26 Additional Insured – Designated Person or Organization (Exhibit C.2) and CG 20 01 (Exhibit C.3) – Primary and Non-Contributory, and **CG 20 37 – Completed Operations – (Exhibit C.4)**; and

B. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

C. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

D. Professional Liability

MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than the following:

A. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury and property damage and $1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000 or a project/contract specific aggregate of $1,000,000.

B. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of $500,000 per accident.

C. Professional liability insurance with limits not less than $1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional

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services to be provided under the contract, with a deductible not-to-exceed $50,000 without prior written approval.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City of Crystal Lake. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

1. The City of Crystal Lake, its officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Crystal Lake, its officials, agents, employees and volunteers.

2. The Consultant's insurance coverage shall be primary and non-contributory as respects the City of Crystal Lake, its officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Crystal Lake, its officials, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Crystal Lake, its officials, employees, agents and volunteers.

4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form" or provide the same coverage and the underlying policy, then the Consultant shall be required to name the City of Crystal Lake, its officials, employees, agents and volunteers as additional insureds.

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6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by City of Crystal Lake. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding,* 146 Ill. 2d 155 (1991).

B. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City of Crystal Lake, its officials, employees, agents and volunteers for losses arising from work performed by Consultant for the municipality.

NCCI Alternate Employer Endorsement (WC 00 03 01) in place to ensure that workers' compensation coverage applies under consultant's coverage rather than the City's, if the City is borrowing, leasing or in day to day control of Consultant's employee.

C. Professional Liability

1. Professional liability insurance with limits not less than $1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to exceed $50,000 without prior written approval.

2. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

3. Provide a certified copy of actual policy for review.

4. Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:

   a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;

   b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them if that is the primary cause of injury or damage.

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D. All Coverages

1. No Waiver. Under no circumstances shall the City of Crystal Lake be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

    a. Allowing work by Consultant or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.

    b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

2. Each insurance policy required shall have the City of Crystal Lake expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A.M. Best rating of no less than A-, VII and licensed to do business in the State of Illinois.

VERIFICATION OF COVERAGE

Consultant shall furnish the City of Crystal Lake with certificates of insurance naming the City of Crystal Lake, its officials, employees, agents and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause (Exhibit C-5). The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before any work commences. The following additional insured endorsements should be utilized: ISO Additional Insured Endorsements CG 20 10 – Additional Insured: Owners, Lessees or Contractors - Scheduled Person or Organization (Exhibit C-1) or CG 20 26 Additional Insured –
Designated Person or Organization (Exhibit C-2) and CG 20 01 (Exhibit C-3) – Primary and Noncontributory, and CG 20 37 (Exhibit C-4) – Completed Operations, where required. The City reserves the right to request full certified copies of the insurance policies and endorsements.

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EXHIBIT C-1

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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© ISO Properties, Inc., 2004

EXHIBIT C-2

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

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EXHIBIT C-3

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

SAMPLE DRAFT

© Insurance Services Office, Inc., 2012

EXHIBIT C-4

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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EXHIBIT C-5

(Example)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME: Producer/Ins. Broker Contact Info.
Name of Insurance Broker	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Name of Insurance Company — Completed
INSURED	INSURER B : Name of Insurance Company — Completed
Name of Contractor	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	Y	Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			Policy Number Inserted	Policy Start Date	Policy Start Date	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE AGGREGATE	$ Per Request $ Per Request
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Policy Number Inserted	Policy Start Date	Policy Start Date	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
	Professional Liability (other specialty coverages as requested.			Policy Number Inserted	Policy Start Date	Policy Start Date	$1,000,000 per occurrence or as requested.	

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

List project number, location and description.
No additional endorsements limit coverage to additional insured beyond terms of actual additional insured endorsement (CG 2010 or CG 2026).
Coverage to additional insured is primary and non-contributory. Additional Insured: Member, its officials, employees, agents and volunteers.
Member named as cancellation notice recipient.

CERTIFICATE HOLDER	CANCELLATION
Name of Member	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 Signature of authorized insurance company representative

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Exhibit D
RFP

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Agenda Item No: 18

City Council
Agenda Supplement

Meeting Date: July 15, 2025

Item: Ordinance waiving the procurement requirements under City Code Section 102-3 and authorizing the purchase of two minivans from Aurora-Naperville Enterprises, Inc. DBA Valley Honda

Staff Recommendation: Motion to adopt an Ordinance waiving procurement requirements under City Code Section 102-3 and authorize the City Manager to execute an agreement with Aurora-Naperville Enterprises, Inc. doing business as Valley Honda, Gurnee Motors, Inc. doing business as Muller Honda of Gurnee, or Auto Dealership III, LLC doing business as Autonation Honda O'Hare for the purchase of two minivans in a not-to-exceed total amount of $86,248.91

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

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Background:

The 2025 fiscal year budget includes funds for the purchase of two minivans for the Police Department. Based on the functionality of the current fleet, the department has determined that supplementing it with minivans would support staff transportation and other departmental operations.

The procurement methods authorized by the City Code require that, due to their cost, vehicles be purchased either through an agreement awarded by an authorized cooperative or through a sealed bidding process. The Public Works Department pursued both procurement methods; however, no cooperative contracts are currently available for purchasing minivans, and the sealed bidding process did not yield any bids. During the bidding process, City staff reached out directly to multiple dealerships in an effort to solicit bids. However, none of the vendors that responded were willing to submit a bid due to several factors, including current supply and demand conditions, their inability to guarantee vehicle availability after the bid closing, and uncertainty regarding their ability to honor bid pricing due to potential tariff increases.

In an effort to procure vehicles that best meet the needs of the Police Department, the Public Works Department requested quotations for minivans from local and regional dealerships and received formal responses from three. The Department is requesting that the City Council adopt an ordinance waiving the procurement requirements under the City Code and authorize the City Manager to execute an agreement for the purchase of up to two minivans from either Aurora-Naperville Enterprises, Inc., doing business as Valley Honda; and if they are unable to provide said minivans, then Gurnee Motors, Inc., doing business as Muller Honda of Gurnee; and if they are also unable to provide said minivans Auto Dealership III, LLC, doing business as Autonation Honda O'Hare—or any combination thereof—depending on vehicle availability at the time of authorization. The not-to-exceed amount for this purchase is $86,248.91, which reflects the maximum cost based on the responsive quotes. The quoted prices for the minivans are listed in the table below:

√ Valley Honda			Muller Honda			Autonation Honda		
Model	Color	Price	Model	Color	Price	Model	Color	Price
Honda Odyessy EX-L	Modern Steel Metallic	$40,942.70	Honda Odyessy EX-L	Modern Steel Metallic	$41,388.70	Honda Odyessy EX-L	Modern Steel Metallic	$43,036.06
Honda Odyessy EX-L	Solar Silver	$40,577.70	Honda Odyessy EX-L	White	$41,843.70	Honda Odyessy EX-L	White	$43,212.85
Total Quote		**$81,520.40**	**Total Quote**		**$83,232.40**	**Total Quote**		**$86,248.91**

√ Indicates recommended pricing quotation

City staff, after reviewing the pricing quotations from the responsive vendors and market pricing, have determined that the proposed pricing provided by the vendors is appropriate under current market conditions. The manufacturer suggested retail price (MSRP) for these vehicles is between $43,670 and $44,125.

Recommendation:

The quotations for pricing of two minivans are presented with a request to waive the procurement process outlined in Section 102-3 of the City Code. The current Code does not permit the procurement of commodities valued over $25,000 based solely upon solicited quotes. However, despite pursuing the options allowed under the Code, the Public Works Department has not been able to procure the specified vehicles necessary to meet the needs of the Police Department. Based on the factors discussed above, City staff believes that entering into an agreement with either Aurora-Naperville Enterprises, Inc., doing business as Valley Honda; Gurnee Motors, Inc., doing business as Muller Honda of Gurnee; or Auto Dealership III, LLC, doing business as Autonation Honda O'Hare, or any combination thereof depending on vehicle availability, would be 'the most advantageous to the City,' and recommends waiving the procurement requirements outlined in Section 102-3. Staff would select a combination of available vehicles that provides the lowest cost, based on the availability of specific models and colors.

Votes Required to Pass:

Two-thirds of the City Council members holding office (four votes) excluding the mayor.

Ordinance #:

ORDINANCE APPROVING THE WAIVER OF PROCUREMENT PROCEDURES OF THE CITY CODE SECTION 102-3

WHEREAS, it has been determined by Police Department staff that the purchase of two minivans would be beneficial to departmental needs and operations; and

WHEREAS, despite pursuing the procurement options allowed under the Code, the Public Works Department has not been able to procure the specified vehicles necessary to meet the needs of the Police Department; and

WHEREAS, formal quotes for minivans have been provided by Aurora-Naperville Enterprises, Inc. doing business as Valley Honda, Gurnee Motors, Inc. doing business as Muller Honda of Gurnee, and Auto Dealership III, LLC doing business as Autonation Honda O'Hare; and

WHEREAS, that due to the variable nature of the availability of these vehicles it has been determined to be most advantageous to the CITY to authorize the City Manager to enter into up to two agreements for the purchase of up to two minivans in the formally quotes prices; and

WHEREAS, the Mayor and City Council have found and determined that waiver of the formal procurement procedures under 102-3 of the City Code would be in the best interest of the City and its residents.

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

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

DRAFT

SECTION TWO. Waiver of Procurement Requirements for Purchase of Minivans. The waiver of the formal procurement requirements under Section 102-3 of the Code is approved, and the City Manager is hereby authorized to enter into an agreement for the purchase of up to two minivans, for a total not-to-exceed amount of $86,248.91, with either Aurora-Naperville Enterprises, Inc., doing business as Valley Honda; Gurnee Motors, Inc., doing business as Muller Honda of Gurnee; or Auto Dealership III, LLC, doing business as Autonation Honda O'Hare, or any combination thereof depending on vehicle availability selecting a combination of vehicles that provides the lowest cost, based on the availability of the quoted models and colors.

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

DATED this 15th day of July 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: July 15, 2025
APPROVED: July 15, 2025

DRAFT

Jun 25, 2025 09:26 AM

VALLEY Honda
An Employee-Owned Company

Kevin Hill
Crystal Lake, IL
C: (815) 353-8927
khill@crystallake.org



Stock # 88814

2025 Honda Odyssey, Body Type: EX-L Auto
Color: Solar Silver Metallic, 5 Miles VIN:5FNRL6H68SB069551

Cash

	Balance Due
$0	**$40,578**

MSRP	**$43,670.00**
Selling Price	**$39,859.00**
Document & ERT Fees	*$402.70*
License & Title	*$316.00*
Total	**$40,577.70**
Balance Due	$40,577.70

DRAFT

Customer Signature **Date** **Manager Signature** **Date**

****With approved credit. Payment and rates are subject to final terms approved by lender. Credit/debit card down payment maximum is $2,500. Any itemized vehicle service contracts, voluntary protection products, or dealer installed options on this proposal are completely optional and are not required to purchase/lease a vehicle. All HFS leases have a $350 disposition fee.*

Jun 25, 2025 09:28 AM

VALLEY Honda
An Employee-Owned Company

Kevin Hill
Crystal Lake, IL
C: (815) 353-8927
khill@crystallake.org



Stock # 89121

2025 Honda Odyssey, Body Type: EX-L Auto
Color: Modern Steel Metallic, 10 Miles VIN:5FNRL6H63SB070462

Cash

	Balance Due
$0	**$40,943**

MSRP	**$44,035.00**
Selling Price	**$40,224.00**
Document & ERT Fees	*$402.70*
License & Title	*$316.00*
Total	**$40,942.70**
Balance Due	$40,942.70

DRAFT

Customer Signature **Date** **Manager Signature** **Date**

****With approved credit. Payment and rates are subject to final terms approved by lender. Credit/debit card down payment maximum is $2,500. Any itemized vehicle service contracts, voluntary protection products, or dealer installed options on this proposal are completely optional and are not required to purchase/lease a vehicle. All HFS leases have a $350 disposition fee.*

HONDA

MULLER Honda
HIGHLAND PARK

You will **NOT** be disappointed.

Date/Time: Jun 25, 2025 02:20 PM
Buyer: Crystal Lake Police Departme
Phone: C: (815) 353-8927
Phone:
Address:
Crystal Lake, IL 60014

Salesperson: Tony Twall

2025 Honda Odyssey, Body Type: Mini-van, Passenger H51221

Color: MODERN STEEL METALLIC, 7 Miles VIN:5FNRL6H61SB069939

Cash	Balance Due
$ Down	
$0	**$41,389**

MSRP/Retail	**$43,670.00**
Discount	**$3,000.00**
Selling Price	**$40,670.00**
Trade Difference	**$40,670.00**
Government Fees	**$316.00**
DOCUMENT FEE	**$367.70**
EVR	**$35.00**
Subtotal (Selling Price +	**$41,388.70**
Total Balance Due	**$41,388.70**

DRAFT

X _____
Customer Signature

_____
Date

X _____
Manager Signature

_____
Date

With approved credit.

HONDA

MULLER Honda
HIGHLAND PARK

You will **NOT** be disappointed.

Date/Time: Jun 25, 2025 02:31 PM
Buyer: Crystal Lake Police Departme
Phone: C: (815) 353-8927
Phone:
Address:
Crystal Lake, IL 60014

Salesperson: Tony Twall

2025 Honda Odyssey, Body Type: Mini-van, Passenger H51305

Color: PLATINUM WHITE PEARL, 7 Miles VIN:5FNRL6H68SB075401

Cash	Balance Due
$ Down	
$0	**$41,844**

MSRP/Retail	**$44,125.00**
Discount	**$3,000.00**
Selling Price	**$41,125.00**
Trade Difference	**$41,125.00**
Government Fees	**$316.00**
DOCUMENT FEE	**$367.70**
EVR	**$35.00**
Subtotal (Selling Price +	**$41,843.70**
Total Balance Due	**$41,843.70**

DRAFT

X _____
Customer Signature

_____
Date

X _____
Manager Signature

_____
Date

With approved credit.

AutoNation Honda O'Hare

Date: 06/25/2025 4:10 PM **Manager:** Dillon Pizzino
ID: 69704812 **Associate:** Joshua Gonzalez

Customer: City Of Crystal Lake Kevin **Phone:** (815) 353-8927
Address: , **Email:** KHILL@CRYSTALLAKE.ORG

VEHICLE



2025 Honda Odyssey RL6H6SJNW EX-L
Stock #: SB072572
Mileage: 5
VIN: 5FNRL6H69SB072572
Warranty: Manufacturer Warranty

BRAND PROMISE

AutoNation Pricing

You'll see a low price, upfront, on every car, truck, and sport utility, so you'll save time and money.

PURCHASE OPTION

MSRP		**$44,125.00**
AutoNation Savings	-	$1,645.85
AutoNation Price		**$42,479.15**
Sales Tax (estimate):	+	
DOCUMENTATION FEE	+	$367.70
TITLE FEE	+	$165.00
LICENSE/REG FEE	+	$151.00
ELEC FILING FEE	+	$35.00
COOK COUNTY FLAT TAX	+	$15.00
Balance Due (estimate):		**$43,212.85**

TRADE

We'll Buy Your Car

We provide a Guaranteed Trade-In Offer honored for 7 days or 500 miles at any of our locations.

Notes:

By signing below, you agree that AutoNation and its partner AutoComplete may contact you by text message, using an automated telephone dialing system, to the mobile number you provided to offer insurance and other related services and products. Your consent is not a condition of the purchase of any good or service and you may opt out at any time. **Appearance, Windshield, Theft and Dent Protection coverages are optional. Amounts above are ESTIMATES ONLY and may vary based on approved credit, applicable taxes, vehicle selection, trade value(s), estimated payoff, etc. Final payments and terms may vary.

X _____ 6/25/2025
Buyer: Kevin City Of Crystal Lake Date

X 06/25/2025
Sales Manager Date

DRAFT

AutoNation Honda O'Hare

HONDA

Date: 06/25/2025 4:08 PM **Manager:** Dillon Pizzino
ID: 69704812 **Associate:** Joshua Gonzalez

Customer: City Of Crystal Lake Kevin **Phone:** (815) 353-8927
Address: , **Email:** KHILL@CRYSTALLAKE.ORG

VEHICLE



2025 Honda Odyssey RL6H6SJNW EX-L

Stock #: SB075130
Mileage: 6
VIN: 5FNRL6H63SB075130
Warranty: Manufacturer Warranty

BRAND PROMISE

AutoNation Pricing

You'll see a low price, upfront, on every car, truck, and sport utility, so you'll save time and money.

PURCHASE OPTION

MSRP		**$43,670.00**
AutoNation Savings	-	$1,367.64
AutoNation Price		**$42,302.36**
Sales Tax (estimate):	+	
DOCUMENTATION FEE	+	$367.70
TITLE FEE	+	$165.00
LICENSE/REG FEE	+	$151.00
ELEC FILING FEE	+	$35.00
COOK COUNTY FLAT TAX	+	$15.00
Balance Due (estimate):		**$43,036.06**

TRADE

We'll Buy Your Car

We provide a Guaranteed Trade-In Offer honored for 7 days or 500 miles at any of our locations.

Notes:

By signing below, you agree that AutoNation and its partner AutoComplete may conta[illegible] text message, using an automated telephone dialing system, to the mobile number you provided to offer insurance and other related services and products. Your consent is not [illegible]dition of the purchase of any good or service and you may opt out at any time. **Appearance, Windshield, Theft and Dent Protection coverages are optional. Amounts above [illegible]TES ONLY and may vary based on approved credit, applicable taxes, vehicle selection, trade value(s), estimated payoff, etc. Final payments and terms may var[illegible]

X _____ 06/25/20[illegible]5
Buyer: Kevin City Of Crystal Lake D[illegible]

X _____ 06/25/2025
Sales Manager Date

DRAFT

Agenda Item No: 19

City Council
Agenda Supplement

Meeting Date: July 15, 2025

Item: Bid Award – Fire Station 4 Window Replacement Project

Staff Recommendation: Motion to award the bid for the Fire Station 4 Window Replacement Project to the lowest responsive and responsible bidder, All American Exterior Solutions, Inc., and adopt a Resolution authorizing the City Manager to execute a contract with All American Exterior Solutions, Inc. in the amount of $56,700.00, execute change orders for up to 10% of the contract amount, and approve warranted completion date change orders relating to the contract

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

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Background:
The windows at Fire Station No. 4 on Bard Road have reached the end of their service life and require replacement. Many of the internal components have failed, preventing proper window operation. To restore full functionality, the windows must be replaced.

On July 1, 2025, staff publicly opened and read aloud bids received for Fire Station 4 Window Replacement. The breakdown of bids is as follows:

Bidder	√ All American Exterior Solutions, Inc. Lake Zurich, IL	Patrick McCann, Inc. DBA McCann Window & Door Geneva, IL	Peter's Home Renovation, Inc. DBA LZ Design Build Group Roselle, IL
Bid Total	$56,700.00	$58,000.00	$69,700.00

√ Indicates recommended lowest responsive and responsible bidder

Recommendation:
The Public Works and Engineering Department has reviewed all bids received for completeness and accuracy in accordance with the Invitation to Bid document. Based on this review, City staff

recommends awarding the Fire Station 4 Window Replacement contract to the lowest responsive and responsible bidder, All American Exterior Solutions, Inc., in the amount of $56,700.00. Staff, along with the City's consultant, Wold Architects and Engineers, has reviewed the project scope and bid documents with All American Exterior Solutions, Inc., and determined that they meet all of the City's requirements.

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

The 2025 budget allocated $77,000 for this work.

Votes Required to Pass:
Simple Majority

RESOLUTION

WHEREAS the CITY has determined that the windows at Fire Station 4 require replacement; and

WHEREAS the CITY received and publicly opened bids for the Fire Station 4 Window Replacement Project on July 11, 2025; and

WHEREAS the lowest responsive and responsible bidder All American Exterior Solutions, Inc., Lake Zurich, Illinois.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and All American Exterior Solutions, Inc. for Fire Station 4 Window Replacement Project in the bid amount of $56,700.00; and

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

DATED this 15th day of July, 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL
ATTEST

_____
CITY CLERK

PASSED: July 15, 2025
APPROVED: July 15, 2025

DRAFT

July 8, 2025

Tim Spencer, Superintendent, Public Works
City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, Illinois 60014

Re: City of Crystal Lake
Fire Station No. 4 Window Replacement
Commission No. 253013

Dear Tim:

We recommend the following be presented to the City Council.

On Tuesday, July 1, 2025, at 10:30 a.m., bids were received from three contractors for the Fire Station No. 4 Window Replacement project. A bid tabulation is attached for reference.

For the total scope of work, All American Exterior Solutions from Lake Zurich, Illinois submitted the low bid in the amount of $56,700.00.

We conducted a scope review meeting with All American Exterior Solutions on Tuesday, July 8, 2025 and have concluded that they accounted for all the requirements for the project in their bid.

We are recommending award of bid to All American Exterior Solutions the amount of $56,700.00.

Please feel free to contact me with any questions.

Sincerely,

Wold Architects and Engineers

Kirsta Ehmke

Kirsta Ehmke | AIA
Associate

Attachment

cc: Michael Maguson, City of Crystal Lake
Matt Farmer, City of Crystal Lake
Matt Bickel, Wold

KH/GOV-IL-City-Crystal Lake/Fire Station #4/253013/Admin/Letters/2025.07.08 Letter to Time Spencer

DRAFT

FS #4 Window Replacement

Bid Opening 7/1/25, 10:30am

Bidder	√ All American Exterior Solutions Lake Zurich, IL	McCann Window & Door Geneva, IL	LZ Design Build Group Roselle, IL
Base Bid	$41,700.00	$43,000.00	$54,700.00
Allowance #1	$15,000.00	$15,000.00	$15,000.00
Total Bid	**$56,700.00**	**$58,000.00**	**$69,700.00**

DRAFT

Agenda Item No: 20

City Council
Agenda Supplement

Meeting Date: July 15, 2025

Item: Professional Engineering and Architectural Services Contract Award – Final design and bidding services for the Police Department Administration Remodel and Information Technology Department Relocation Project

Staff Recommendation: Motion to waive the requirements for a Request for Proposals in accordance with Article 1, Section 102-8 A. (1) of the City Code and award a contract for professional engineering and architectural services for the Police Department Administration Remodel and Information Technology (IT) Department Relocation Project to Wold Architects and Engineers (Wold AE), and adopt a Resolution authorizing the City Manager to execute an agreement with Wold AE in the amount of $143,308 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 2004 expansion of City Hall identified the need for future office space and constructed an unfinished second floor above the current Police Department and Information Technology Department. In 2023 the City began a project to replace the aging heating, ventilation and air conditioning (HVAC) system that serves the Police Department. That project, design by Wold Architects and Engineers (Wold AE), was designed to provide capacity to heat and condition the air on the second floor for future offices. In 2022 Wold AE was selected through a Request for Proposal (RFP) process, to provide various architectural and engineering services to the City. In 2024 Wold AE was retained by the City to develop schematic alternative designs to remodel and reconfigure the 2004 building areas to accommodate the increase in Police Department staff. The results of this study was a master plan to relocate the IT Department to the second floor, expand the police department into the existing IT space, and remodel and reconfigure other areas of the Police Department and the City Hall basement to accommodate the future needs of the Police Department. The first phase of this project, remodeling and expanding the Police Department's women's locker room and reconfiguring evidence storage has been designed by Wold AE and will be advertised for bid in the coming months.

The next phase of the project involves professional architectural and engineering design services to conduct the necessary design studies, develop plans, specifications and estimates and provide bidding services for the relocation of the IT Department to the second floor, remodeling of the

existing IT space for the expansion of the Police Department and additional remodeling of the City Hall basement.

Wold AE's previous experience on the prior phases of this project and their prior experience designing the HVAC system to accommodate offices on the second floor makes them uniquely suited to provide the professional architectural and engineering services required for the next phase of this project. Wold AE's proposed fee for this project is $143,308, which is within the budget developed by Public Works and Engineering staff and is included in the Fiscal Year 2025 budget.

Recommendation:

This contract is being presented pursuant to the requirements of the City Code's regulations for hiring architectural, engineering or land surveying services which states "If there is a satisfactory relationship between the City and one or more firms from a previous phase(s) of a project then the City Council may waive requirements for an RFP and retain the firm(s) for additional phases of the same project." This project meets the above criteria.

Based on the prior experience and qualifications, it is the recommendation of the Public Works and Engineering staff to select Wold Architects and Engineers to perform professional architectural and engineering services.

As noted above, funding for these architectural and engineering services has been included in the 2025 budget.

Votes Required to Pass:

Simple Majority

RESOLUTION

WHEREAS, the City has identified the need to expand Police Department staffing; and

WHEREAS, said increase in staffing necessitates the remodeling of existing spaces within City Hall, which includes the relocation of the Information Technology Department to the unfinished second floor; and

WHEREAS, Wold Architects and Engineers (Wold AE) has been involved in previous architectural planning studies for said remodeling and relocation.

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 in accordance with City Code Article 1, section 102-8, the CITY COUNCIL waives the requirements for a Request for Proposal (RFP) because of the satisfactory relationship between the City and Wold AE on previous phases of this project; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute an agreement between the CITY OF CRYSTAL LAKE and Wold Architects and Engineers for professional architectural and engineering services for the Police Department Administration Remodel and Information Technology (IT) Department Relocation Project in the amount of $143,308; 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 15th day of July, 2025.

DRAFT

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL:

ATTEST:

_____
CITY CLERK

PASSED: July 15, 2025
APPROVED: July 15, 2025

DRAFT

June 30, 2025

Michael Magnuson P.E., Director of Public Works
City of Crystal Lake
100 West Woodstock Street
Crystal Lake, Illinois 60014

Re: City of Crystal Lake
Police Department Administration Remodel & I.T. Department Relocation
Commission No. 9999

Dear Mike:

On behalf of Wold Architects and Engineers, we are pleased to present this proposal for architectural services related to the Police Department Administration Remodel & I.T. Department Relocation project.

DRAFT

SCOPE OF WORK

In 2024, Wold worked with the City to develop a master plan for reallocation of existing space within the Police Department. Ultimately, the master plan would relocate current Information Technology office space to shelled space on the building's upper level to create more space within the Police Department area for expanded administrative functions. Wold is currently working with the City on the initial phase of the project which includes expansion of the women's locker room within the current Police Department through displacement and relocation of a portion of evidence storage to the facility's lower level.

The City has asked Wold for a proposal to complete the remaining work of the master plan. The scope of work and identified construction/project costs associated with each component is as follows:

	Estimated Construction Cost (2025 Dollars)	Estimated Project Cost (2025 Dollars)
Relocation of the I.T. Department	$ 850,500	$1,105,650
Police Administration Expansion	$ 273,000	$ 354,900
I.T. Server Room Modifications	$ 15,750	$ 18,900
Police Records Relocation	$ 31,500	$ 58,800
Police Training/Classroom Area Upgrades	$ 141,750	$ 191,363
Upper Level Toilet Rooms	$ 252,000	$ 302,400
Lower Level Toilet Room	$ 89,250	$ 107,100
Total	**$1,653,750**	**$2,139,113**

Wold proposes to provide full design, contract documents, bidding, and construction administration services for this project.

FEE PROPOSAL

Based on the Wold Architects and Engineers' professional services agreement with the City, our total fixed fee for this project is $16,064 based on the estimate of anticipated labor hours associated with the project shown below.

	Hours	Hourly Rate	Extension
Design Phase			
A. Existing Conditions Verification			
Project Manager	8	$208	$ 1,664
Architectural Staff	[illegible]	$185	$ 1,480
Mechanical Engineering Staff		$185	$ 740
Electrical Engineering Staff	4	$185	$ 740
B. Design Development			
Project Manager	40	$208	$ 8,320
Architectural Staff	72	$185	$ 13,320
Lead Mechanical Engineer	16	$208	$ 3,328
Lead Electrical Engineers	16	$208	$ 3,328
Mechanical Engineering Staff	32	$185	$ 5,920
Electrical Engineering Staff	32	$185	$ 5,920
Contract Documents Phase			
C. Prepare Drawings and Specifications			
Project Manager	40	$208	$ 8,320
Architectural Staff	112	$185	$ 20,720
Lead Mechanical Engineer	8	$208	$ 1,664
Lead Electrical Engineers	8	$208	$ 1,664
Mechanical Engineering Staff	32	$185	$ 5,920
Electrical Engineering Staff	32	$185	$ 5,920
Bidding Phase			
D. Pre-Bid Meeting / RFIs			
Project Manager	8	$208	$ 1,664
Architectural Staff	24	$185	$ 4,440
Mechanical Engineering Staff	4	$185	$ 740
Electrical Engineering Staff	4	$185	$ 740
E. Bid Opening / Recommendation			
Project Manager	2	$208	$ 416
Construction Administration			
F. Shop Drawings/Administrative			
Project Manager	8	$208	$ 1,664
Architectural Staff	56	$185	$ 10,360

DRAFT

Lead Mechanical Engineer	8	$208	$ 1,664
Lead Electrical Engineers	8	$208	$ 1,664
Mechanical Engineering Staff	24	$185	$ 4,440
Electrical Engineering Staff	24	$185	$ 4,440
G. Site Meetings/Punch List			
Project Manager	16	$208	$ 3,328
Architectural Staff	40	$185	$ 7,400
Lead Mechanical Engineer	4	$208	$ 832
Lead Electrical Engineers	4	$208	$ 832
Mechanical Engineering Staff	24	$185	$ 4,440
Electrical Engineering Staff	24	$185	$ 4,440
H. Fixed Reimbursable Expenses			
Fixed Reimbursable Expenses			$ 2,500
TOTAL FIXED FEE			**$143,308**

PROPOSED SCHEDULE

With authorization prior to July 18, 2025, we are available to begin work as early as August 2025. We anticipate the following schedule for the project:

Design Phase	10-12 weeks
Contract Documents Phase	10-12 weeks
Bidding/Award	4-8 weeks
Construction	24-32 weeks

We appreciate the opportunity to present this proposal and look forward to working with you on this project.

Sincerely,

Wold Architects and Engineers

Matt Bickel | AIA, CID, LEED AP
Partner

Authorized by:

City of Crystal Lake

_____
Signature

_____
Name, Title Date

cc: Kirsta Ehmke, Wold
Becca Rymsza, Wold
Brad Johannsen, Wold
Thomas Schweiger, Wold

DRAFT

Agenda Item No: 21

City Council
Agenda Supplement

Meeting Date: July 15, 2025

Item: Salary Ordinance Amendment – IT Network Administrator

Staff Recommendation: Motion to Amend the Salary Ordinance adding the IT Network Administrator Position for the 2025 Fiscal Year.

Staff Contact: Nick Hammonds, Deputy City Manager
Julie Meyer, Director of Human Resources

Background:

The City's Information Technology (IT) Department consists of one full-time position, IT Director, and three contracted staff members overseen by the IT Director. The IT Department consisted of in-house City employees until 2014 when the City transitioned to contracted staff. In spring 2024, the City Council approved a new IT Managed Services agreement for the contracted staff. However, per the contract, the City is not obligated to utilize the service for staff and can hire in-house staff at any time.

Since March 2023, there have been numerous contracted staff members rotating through the three positions. City staff is recommending a re-evaluation of the contracted IT model due to instability and turnover of contracted staff, recent hiring challenges, and the need for long-term succession planning.

Staffing Challenges:

The contracted staff originally provided the City with flexibility in securing IT professionals as needed by providing candidates with the requisite knowledge and experience for the role. However, in recent years the Department has experienced high turnover, which requires considerable time from the IT Director to train new staff and also does not allow the IT Director to complete project management or strategic planning responsibilities.

The contract pricing is based on the rate per hour for each of the contracted staff members, and the margin is the amount of profit that the proposing company receives from that hourly rate. The City included a question with the 2024 Request for Proposals for IT Managed Services asking prospective proposers to include the margin they receive from the contract. The City did not receive the profit margin from any proposers due to claims of proprietary information, however, staff learned the profit margin of the existing contract after the IT Managed Services contract was in place:

Contracted Staff Positions	City Pays Contracted Company	Contracted Staff Receives	Profit Margin to Company
Level 1: Help Desk	$55 Per Hour	$25 Per Hour	55%
Level 2: Support Technician	$73 Per Hour	$35 Per Hour	52%
Level 3: Network Administrator	$88 Per Hour	$45 Per Hour	49%

Staff has reviewed comparable communities and determined that the rate of pay the contracted staff is receiving from their employer is inadequate. The discrepancy between the rate of pay to the contracted company compared to the pay received by contracted staff results in the City not having full control to align the pay for a position commensurate with the knowledge and experience required for the role. This is the likely cause of high turnover in the Department.

Cost Estimates:

Staff surveyed comparable communities to determine staffing levels in the IT Department, number and type of positions, and the salary range for each position. The City calculated the salary, pension, and insurance costs for each position. The following table depicts the cost comparison if the City transitioned the three contracted staff to three in-house salaried staff:

	2024-25	2025-26	2026-27	2027-28	2028-29	Five-Year Total
Contracted Staff	$449,280	$449,280	$455,520	$461,760	$468,000	$2,283,840
In-House Staff	$354,640	$366,570	$374,873	$383,425	$392,233	$1,871,741
Annual Savings	**$94,640**	**$82,710**	**$80,647**	**$78,335**	**$75,767**	**$412,099**

Justification:

The City's security systems must be robust to prevent scams and cyber-attacks. The IT Department conducts regular training for City staff to prevent cyber-attacks and hacking attempts. Government agencies are frequently targets of such attacks, resulting in potential exposure of sensitive information, system downtime, and potentially being held ransom for large sums of money. In addition, the high turnover with contracted staff results in frequent new staff members who need to gain access to the City's sensitive IT infrastructure to perform their work. This creates another potential liability exposure for the City without long-term accountability with tenured staff.

The City's Police Department has potential concerns if there are disruptions to the IT Department operations. There are specific legal requirements for officers' body-worn cameras that could give rise to potential liability for officers if the cameras are not functioning properly. In addition, squad cars are essentially traveling offices for the Department, and Officers rely on IT to quickly diagnose and resolve any IT issues with squad vehicle equipment.

The City's Public Works Department operates critical water and sewer infrastructure, including the supervisory control and data acquisition (SCADA) system. The IT Department assists with ensuring the functionality and security of the SCADA system. SCADA systems have been a target by hackers in recent years.

The City relies on technology for daily operations and critical infrastructure. The City's future IT needs will continue to increase as technology will remain a critical component of local government operations. Hiring full-time IT staff will likely reduce turnover and ensure that the City's critical IT infrastructure is protected and maintained to the highest professional standards. The high turnover in the department results in a loss of institutional knowledge of the City's IT systems. The IT Director is the only full-time City employee for IT, leaving no back-up staff with IT experience to fill duties when the position is vacated. Hiring in-house staff will ensure continuity of operations and provide succession planning for the IT Department.

IT Operations and Staffing Study:

Similar to the Police and Fire Rescue Departments, the City secured a contractor to perform an operations and staffing study for the IT Department. The contractor supplied various improvements for the City to consider for the Department, including the need to hire an additional staff member in the IT Department. The Police Department and Fire Rescue Department studies recommended each Department needed to hire additional sworn personnel to meet the demands of the City, and the City has since budgeted for additional staff. The IT Department received a similar recommendation to meet the City's IT needs. City staff is evaluating the IT Department's staffing needs and will be prepared to propose adding an additional IT position in FY 2027 if warranted.

Recommendation:

Staff has attached a revised Compensation Plan for City Council consideration to transition one IT contracted staff position to an in-house position in FY 2025. With the anticipated overall savings of this option and savings from vacant positions, no budget amendment is necessary at this time. Staff recommends approval of an amendment to the salary ordinance to transition one IT contracted position to an in-house position, effective immediately, by adding the Network Administrator position to the Compensation Plan. The remaining two IT contracted staff positions will become full-time in-house positions in FY 2026. The following table details the IT Department organizational chart with the proposed structural changes.

Position	Approved FY 2025	Revised FY 2025	Proposed FY 2026
IT Director	1.00	1.00	1.00
Network Administrator	0.00	**1.00**	**1.00**
Level 2 Support Technician	0.00	0.00	**1.00**
Level 1 Help Desk Technician	0.00	0.00	**1.00**

Votes Required to Pass:

Simple majority

Ord. No. ____
File No. ___

AN ORDINANCE AMENDING CERTAIN ANNUAL, DAILY OR HOURLY PAY RATES AND PAY RANGES AND THE SALARY ADMINISTRATION SCHEDULE FOR THE CITY OF CRYSTAL LAKE EMPLOYEES

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, ILLINOIS;

SECTION I: ANNUAL, DAILY OR HOURLY RATES

That the ranges of annual, daily or hourly rates for the employees of the City are hereby amended to read as follows on attached chart.

SECTION II: SALARY ADMINISTRATION PROCEDURES

A. The City Manager shall develop procedures and direct the administration of those procedures to ensure that individual employee's wages are determined and allocated in an equitable manner in keeping with the goals and requirements of this policy.

B. New employees and newly promoted employees shall be paid a salary within their new salary range that is not less than the minimum of the range and does not exceed the maximum of their new pay range. Salary increases for individual employees will be timed and salary increase amounts will be determined following the specific criteria below:
   1. Quality of performance since the employee's last salary adjustment.
   2. Comparison of current salary to pay of other employees of like duties, responsibilities and performance.
   3. Position of an employee's current salary within the pay range in terms of overall ability and overall performance since the employee first entered the range.

C. The City Manager shall annually direct the review and survey of certain positions and their salary ranges in comparison with other communities in proximity to the City of Crystal Lake or of like size and comparable composition.

D. The City Manager shall annually approve salary rates and their effective dates for all employees.

E. The City Manager may initiate exceptions to this policy when, in his judgment, such action is for the good of the organization.

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SECTION III: JOB CLASSIFICATION:

That all positions of the City shall be separated into classifications and each classification shall have a pay range and the designation of an annual, daily, or hourly rate of pay. The classifications of positions may be modified as deemed appropriate by the City Manager.

All employees, including department directors, part-time and seasonal employees, shall receive such compensation as shall be determined from time to time by the City Manager provided, however, no expenditure shall be made on account of or pursuant to appointment or employment by the City Manager unless sufficient funds have been appropriated in the annual budget.

SECTION IV: REPEALER

That all ordinances or parts of ordinances, rules and regulations in conflict with this ordinance shall be and are hereby repealed.

SECTION V: EFFECTIVE DATE

That this Ordinance shall be in full force and effect from and after July 15, 2025.

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

APPROVED:

_____

Haig Haleblian, MAYOR

ATTEST:

_____

CITY CLERK

PASSED: July 15, 2025
APPROVED: July 15, 2025

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

DRAFT

Compensation Plan - Full-Time Non-Represented Employees
Effective 07.15.2025 to 12.31.2025

		Annual		Hourly	
	Grade	Minimum	Maximum	Minimum	Maximum
Office Assistant	1	47,135	70,707	22.66	33.99
Police Records Assistant	3	51,967	77,970	24.98	37.49
Accounts Payable Coordinator	4	55,584	83,396	26.72	40.09
Administrative Assistant	4	55,584	83,396	26.72	40.09
Community Service Officer	4	55,584	83,396	26.72	40.09
Development Services Representative	4	55,584	83,396	26.72	40.09
Management Assistant	4	55,584	83,396	26.72	40.09
Development Services Specialist	5	59,499	89,239	28.61	42.90
Payroll Coordinator	5	59,499	89,239	28.61	42.90
Property Control Officer	5	59,499	89,239	28.61	42.90
Utility Billing Coordinator	5	59,499	89,239	28.61	42.90
Human Resources Assistant	6	63,683	95,528	30.62	45.93
Executive Assistant	7	68,758	103,125	33.06	49.58
Accountant	8	72,889	109,303	35.04	52.55
Building Inspector	8	72,889	109,303	35.04	52.55
Community Development Analyst	8	72,889	109,303	35.04	52.55
Engineering Inspector	8	72,889	109,303	35.04	52.55
Fire Inspector	8	72,889	109,303	35.04	52.55
Finance Analyst	8	72,889	109,303	35.04	52.55
Management Analyst	8	72,889	109,303	35.04	52.55
Planner	8	72,889	109,303	35.04	52.55
Public Works Analyst	8	72,889	109,303	35.04	52.55
Support Services Coordinator	8	72,889	109,303	35.04	52.55
Accounting Manager	9	77,200	119,153	37.12	57.29
Lab Supervisor	9	77,200	119,153	37.12	57.29
Plans Examiner	9	77,200	119,153	37.12	57.29
Plumbing Inspector		77,200	119,153	37.12	57.29
Police Records Supervisor	10	88,677	128,558	42.63	61.81
Public Works Manager	10	88,677	128,558	42.63	61.81
Public Works Supervisor	10	88,677	128,558	42.63	61.81
Assistant City Planner	11	92,236	133,678	44.34	64.27
Assistant to the City Manager	11	92,236	133,678	44.34	64.27
Civil Engineer	12	95,924	139,021	46.12	66.84
Network Administrator	**12**	**95,924**	**139,021**	**46.12**	**66.84**
Police Sergeant		122,491	139,194	58.89	66.92
Assistant Finance Director	14	107,285	151,849	51.58	73.00
Public Works Superintendant	14	107,285	151,849	51.58	73.00
Assistant City Manager	15	112,639	160,298	54.15	77.07
Building Commissioner	15	112,639	160,298	54.15	77.07
Capital Engineering Manager	15	112,639	160,298	54.15	77.07
City Engineer	15	112,639	160,298	54.15	77.07
City Planner	15	112,639	160,298	54.15	77.07
Economic Development Manager	15	112,639	160,298	54.15	77.07
Police Commander	15	112,639	160,298	54.15	77.07
Deputy Fire Chief	17	123,040	182,875	59.15	87.92
Deputy Police Chief	17	123,040	182,875	59.15	87.92
Deputy Director of Public Works & Engineering	17	123,040	182,875	59.15	87.92
Director of Human Resources	18	129,212	192,824	62.12	92.70
Director of Information Technology	18	129,212	192,824	62.12	92.70
Deputy City Manager	19	134,384	208,249	64.61	100.12
Director of Community Development	19	134,384	208,249	64.61	100.12
Director of Finance	19	134,384	208,249	64.61	100.12
Director of Public Works & Engineering	20	139,750	216,596	67.19	104.13
Fire Rescue Chief	20	139,750	216,596	67.19	104.13
Police Chief	20	139,750	216,596	67.19	104.13

DRAFT

Compensation Plan - Regular & Temporary Part-Time Non-Represented Employees

Effective 01.01.2025 to 12.31.2025

	Grade	Hourly Minimum	Hourly Maximum
Temporary/Seasonal Positions			
Seasonal Laborer			
Public Works Fleet		15.00	18.00
Public Works Streets Summer		15.00	18.00
Public Works Water		15.00	18.00
Public Works Wastewater		15.00	18.00
Three Oaks Attendant		15.00	17.00
Three Oaks Lifeguard		15.00	19.00
Three Oaks Assistant Marina Manager		15.50	20.00
Three Oaks Assistant Lifeguard Manager		17.00	21.00
Public Works Streets Winter		25.00	30.00
Interns			
Administrative Intern		15.00	31.50
Engineering Intern		15.00	20.00
GIS Intern		15.00	20.00
Management Intern		15.00	20.00
Planning Intern		15.00	20.00
Finance Intern		15.00	20.00
Regular Part-Time Positions			
Police Records Assistant	3	24.98	37.49
Administrative Assistant	4	26.72	40.09
Three Oaks Assistant Operations Manager		17.50	25.00
Three Oaks Maintenance Manager		17.50	30.00
Three Oaks Operations Manager		17.50	34.00

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Agenda Item No: 22

City Council
Agenda Supplement

Meeting Date: July 15, 2025

Item: Presentation – Pedestrian Network Gap Analysis

Staff Recommendation: Discussion Only

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

Background:
City staff is conducting a Pedestrian Network Gap Analysis, which identifies missing connections in the City's sidewalk and path networks. The analysis prioritizes these gaps and outlines a plan for completing them. Staff will provide a presentation to Council of the work done to date.

Sidewalk Network
Pedestrian network gap locations were identified and ranked. Categories were weighted differently to reflect the greater importance of certain factors. This will provide a framework to prioritize capital investment. Challenges at each location were also identified including right-of-way, parkway slopes, mature landscaping, and impacts to existing public and private infrastructure such as ComEd poles, street lights, parking lots and lighting, private signs, etc.

Network gaps were evaluated based on the following factors:

Demand Criteria

- *Proximity to Key Destinations*: Evaluates the distance from the gap to existing schools, transit stops, medical centers, and commercial areas.
- *Public Input:* Takes into account how many pedestrian-related requests or complaints have been made.
- *Connectivity Impact*: How much does the missing segment break up the pedestrian network.
- *Population Density:* Estimates how many pedestrians might use the gap based on nearby homes, jobs or commercial businesses.

Prioritization Factors

- *Safety Risk:* Considers if the gap is adjacent to a high volume or high-speed roadway
- *Urgency of Need*: Considers time-sensitive factors, such as coordination with upcoming developments or capital improvement projects.
- *Benefit-Cost*: Weighs the benefits against the cost and construction difficulty.

The results of the Pedestrian Gap Analysis are summarized in the attached spreadsheet. Staff will be working to create a heat map of the findings for the Fiscal Year 2026 budget.

Path Network

Multi-use paths often serve as key components of larger regional trail networks. The City has several path systems throughout the community. As part of this presentation, staff will highlight the existing path connections, including the Prairie Trail through the downtown, and identify opportunities for improvement to enhance connectivity. For path projects, public input is vital and will play a key role as the City moves forward with planning and implementation efforts.

Votes Required to Pass:

Discussion Only

MAIN ROUTE	CORRIDOR SIDE	TERMINI (South or West)	TERMINI (North or East)	DEMAND				PRIORITY			SCORE			CHALLENGES	NOTES	LENGTH (feet)
				Proximity to Key Dest.	Public Input	Connect Impact	Pop. Density	Safety Risk	Urgency of Need	Benefit-Cost	DEMAND	PRIORITY	TOTAL			
				1-5	1-3	1-3	1-5	1-5	1-3	1-5	0-18	0-13	0-31			
Brink Street	North	Walkup Avenue	Minnie Street	5	1	3	5	3	1	5	14	9	23			130
Route 176	SWC	@ Terra Cotta Road		4	2	3	3	5	2	4	12	11	23	IDOT ROW/Easement		50
Route 176	NWC	@ Terra Cotta Road		4	2	3	3	5	2	4	12	11	23	IDOT ROW/Easement		200
Pingree Road	East	Grandview Drive	Crystal Lake Ave	5	2	3	3	5	2	3	13	10	23	Township Portion - lack of funding	Applied for grant spring 2025	2,300
Route 14	South	6319 Route 14	6315 Route 14	5	1	3	2	5	1	5	11	11	22	IDOT ROW		200
Route 14	South	6221 Route 14	6207 Route 14	5	1	3	2	5	1	5	11	11	22	IDOT ROW; Planters to be removed		185
Route 14	South	6115 Route 14	SWC Rte 14 @ Main St	5	1	3	2	5	1	4	11	10	21	IDOT ROW, parking lot, street lights		560
Route 14	South	4811 Route 14	Manor Road	5	1	3	2	5	1	4	11	10	21	Easement		725
McCullom Street	North	At Nature Center		5	1	3	3	1	1	5	12	7	19		Potentially add section on McCullom to the east	75
Terra Cotta Road	West	155' s/o Silver Berry Dr	Silver Berry Dr	3	1	1	3	5	1	5	8	11	19			420
N Main Street	West	Route 176	McCullom Street	4	2	3	4	1	1	4	13	6	19			685
Oak St/Lochwood Dr	East & North	@ Oak St & Lochwood (NEC)		2	1	3	4	4	1	4	10	9	19			215
Oak Street	East	Crystal Ridge	S/O Lockwood Dr	2	1	3	4	4	1	4	10	9	19	Fence		30
Route 14	South	4911 Route 14	4817 Route 14	5	1	1	2	5	1	4	9	10	19	IDOT ROW/easement/street lights/parking lot		320
Butternut Drive	South	Briarwood Circle	Park Entrance	4	1	3	4	3	1	3	12	7	19	Ditch, parkway slope		250
Route 14	South	Water's Edge Blvd	Three Oaks Entrance	5	1	1	3	5	1	3	10	9	19	IDOT ROW/Easement/power poles	Parallel internal roadway - Water's Edge Blvd	500
Main Street	East	SEC Rte 14 @ Main St	Heritage Drive	5	1	2	3	5	1	2	11	8	19	Mature trees	Wait for development	900
Terra Cotta Road	East	Route 176	Seybrooke Lane	4	2	2	4	4	1	2	12	7	19	Mature trees; parkway slopes	Provides connectivity for residential area with commercial	1,500
Woodstock Street	South	Woodstock Street	120 Minnie Street	5	1	2	4	4	1	2	12	7	19	Pkwy slope, easement	Wait for development	500
Route 14	South	550 Route 14	Liberty Road	5	1	3	3	5	1	1	12	7	19	IDOT ROW/steep pkwy/easement		300
Bard Road	South	DW to Walnut Glen	Huntley Road	2	1	1	3	5	1	5	7	11	18		Wait for development	275
Terra Cotta Road	East	N/o Blackthorn Dr	S/o Silk Oak Lane	3	1	1	3	5	1	4	8	10	18	Scrub landscaping, slopes?		390
Terra Cotta Road	West	N/o Silver Berry Dr	Route 176	3	1	1	3	5	1	4	8	10	18	Mature landscaping		1,140
Route 14	South	Water's Edge Blvd	5501 Route 14	5	1	1	2	5	1	3	9	9	18	IDOT ROW/ComEd poles	Parallel internal sidewalk with Water's Edge	350
Main Street	East	Route 14	Commons Drive	5	2	1	2	5	1	2	10	8	18	Utilities (private and public)		155
Butternut Drive	South	In front 1499 Butternut		4	1	3	4	4	1	1	12	6	18		Mature landscaping and ditch section	150
Barlina Road	North	Golf Course Road	McHenry Avenue	3	1	1	3	4	1	4	8	9	17	ComEd Poles		2,900
Congress Pkwy	South	525 Congress Pkwy	Pingree Road	3	1	2	2	4	1	4	8	9	17		Wait for development	775
Route 14	North	Federal Drive	Exchange Drive	5	1	1	2	5	1	2	9	8	17	IDOT ROW/easement/street lights	Parallel internal shopping center (Bohl Farm/Target)	850
Route 14	North	Exchange Drive	Pingree Road	5	1	1	2	5	1	2	9	8	17	IDOT ROW/street lights/ditch		1,300
Route 14	South	NEC Rte 14 @ Pingree	5005 Route 14	5	1	1	2	5	1	2	9	8	17	IDOT ROW/parking lot/easement		275
Route 14	North	4818 Route 14	Cog Circle	5	1	2	2	5	1	1	10	7	17	IDOT ROW/pkwy/ComEd poles/parking lot	Sidewalk on Cog Circle	450
Route 176	South	Third Street	244 Second St	4	1	2	3	5	1	1	10	7	17	IDOT ROW/pkwy		170
Esther Street	South	Williams Street	Prairie Trail	4	1	2	3	1	1	4	10	6	16			550
Skyridge Drive	East	Alexandra Blvd	Ackman Road	2	1	2	4	3	1	3	9	7	16	Mature landscaping; parkway slopes		1,275
Route 14	North	NWC Rte 14 @ Main St	Crystal Point Dr	5	1	1	2	5	1	1	9	7	16	IDOT ROW/Pkwy/drive thru/ComEd poles/street lights, etc	Parallel internal shopping center (Crystal Point)	1,000
Route 14	North	Crystal Point Drive	Sam's Club Ent	5	1	1	2	5	1	1	9	7	16	IDOT ROW/Pkwy/street lights	Parallel internal shopping center (Crystal Point/Sams Club)	1,000

MAIN ROUTE	CORRIDOR SIDE	TERMINI (South or West)	TERMINI (North or East)	DEMAND				PRIORITY			SCORE			CHALLENGES	NOTES	LENGTH (feet)
				Proximity to Key Dest.	Public Input	Connect Impact	Pop. Density	Safety Risk	Urgency of Need	Benefit-Cost	DEMAND	PRIORITY	TOTAL			
				1-5	1-3	1-3	1-5	1-5	1-3	1-5	0-18	0-13	0-31			
Route 14	North	Sam's Club Entrance	Federal Drive	5	1	1	2	5	1	1	9	7	16	IDOT ROW/parking lot/easement	Parallel internal shopping center (Sams Club)	800
Route 14	South	5333 Route 14	Pingree Road	5	1	1	2	5	1	1	9	7	16	IDOT ROW/ComEd poles/street lights/easement/parking lot		1,800
Route 14	North	Keith Avenue	CL Plaza East Ent	5	1	1	2	5	1	1	9	7	16	IDOT ROW; street lights; easement	Parallel internal shopping center (Crystal Lake Plaza)	1,600
Walkup Avenue	West	N/o Crystal Ridge Drive	Parkview Ct	3	2	2	2	5	1	1	9	7	16	County road, parkway slopes		285
Exchange Drive	North	West End	1,100 feet east	5	1	1	1	1	1	5	8	7	15		Wait for development	1,100
Exchange Drive	East or West	Shopping Center Entrance	Route 14	5	1	1	1	4	1	2	8	7	15	Pkwy slopes; ext parking lots		1,300
North Avenue	North	Briarwood Road	Edgewater Drive	3	1	2	3	3	1	2	9	6	15	Ditch, mature landscaping, fence		1,200
Center Street	North	126 Center Street		3	1	3	4	2	1	1	11	4	15	Steep parkway slopes		90
McCullom Street	North	Rebecca St	Illinois St	2	1	2	3	1	1	4	8	6	14			350
Sherman Street	North	Main Street	Ellsworth St	3	1	1	3	1	1	4	8	6	14	Pkwy slope, landscaping		300
East Street	East or West	Crystal Lake Ave	Prairie Street	3	1	2	2	2	1	3	8	6	14	ComEd poles, commercial parking area, pkwy slopes		1,250
Glen Street	East or West	Prairie St	Sherman St	3	1	1	4	1	1	3	9	5	14	Pkwy slope, mature trees		360
Illinois Street	East or West	Beardsley Street	Prairie Street	3	1	1	4	1	1	3	9	5	14	Pkwy slope, mature trees		400
Swanson Road	East	Hunters Trail	Alexandra Blvd	1	1	1	3	4	1	3	6	8	14	Mature landscaping; parkway slopes		1,020
Prairie Street	North	Illinois Street	Glen Avenue	3	2	2	4	1	1	1	11	3	14	Pkwy slopes, mature trees		380
First Street	East	300 ft s/o Route 176	Route 176	2	1	1	2	1	1	5	6	7	13			300
Illinois Street	East	Route 176	McCullom Street	2	1	1	2	1	1	4	6	6	12	Pkwy slopes		635
Lutter Drive	East	1030 Lutter Drive	Central Park Drive	2	1	2	1	1	1	4	6	6	12	Pkwy slopes, ditch section		1,050
Pingree Road	East	Three Oaks Road	Rakow Road	1	1	1	1	5	1	2	4	8	12	Pkwy slopes (berm); mature trees, ComEd poles	Path at Three Oaks Recreation Area	2,500
Raymond Drive	North	Mercy Entrance	Lutter Drive	2	1	1	2	3	1	2	6	6	12	Ditch/Corned Poles		500
Sands Road	East or West	Route 14	City limits	1	2	1	1	5	1	1	5	7	12	Ditch section		1,900
Sands Road	East or West	Three Oaks Road	Route 14	1	2	1	1	5	1	1	5	7	12	Ditch section		2,200
Oriole Trail	West	Crystal Lake Ave	Dole Ave	1	1	1	3	1	1	3	6	5	11	Mature landscaping		1,120
Prairie Street	North or South	Glen Avenue	Erick Street	2	1	1	2	2	1	2	6	5	11	Railroad crossing		1,700
Hastings Avenue	East or West	Hilkert Court	Dole Avenue	1	1	1	2	1	1	3	5	5	10	Pkwy slopes		550
Hilkert Court	North or South	Oak Street	Dole Avenue	1	1	1	2	1	1	3	5	5	10	Mature landscaping		800
Lake Street	Either	Linn Avenue	150 feet east	1	1	1	2	1	1	3	5	5	10	Potential Mature Tree Impacts		150
Park Blvd	East or West	Route 176	View St	1	1	1	2	1	1	3	5	5	10	Mature landscaping; ComEd poles		885
Poplar Street	North	East Street	Morgan Street	1	1	1	2	1	1	3	5	5	10	Few mature trees		250
Tek Drive	South	Pingree Road	Gas Station	1	1	1	1	2	1	3	4	6	10	Mature landscaping; parkway slopes		2,300
View St	South	Lorraine Drive	Park Blvd	1	1	1	2	1	1	3	5	5	10	Pkwy slopes		230
Ridge Avenue	East	630 ft s/o Reserve Dr	Reserve Dr	1	1	1	3	1	1	2	6	4	10	Mature landscaping		630
Second Street	East	Railroad Street	Gates Street	3	1	1	2	1	1	1	7	3	10	Mature trees, parking, power poles		300
Pine Court	East or West	Woodstock Street	Dole Avenue	1	1	1	1	1	1	3	4	5	9	Mature trees; ComEd poles		1,100
Pine Street	Either	Route 14	Oriole Trail	1	1	1	1	1	1	3	4	5	9	Private utility facilites; pkwy slope		450
Rebecca Street	Either	Main Street	McCullom Street	2	1	1	1	1	1	2	5	4	9	Mature landscaping		710