CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING

City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
September 16, 2025
7:00 p.m.

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Appointment of Mayor Pro-Tempore**

5. **K-9 Zeus Memorial**

6. **Approval of Minutes – September 2, 2025 Regular Meeting**

7. **Accounts Payable**

8. **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.

9. **Mayor's Report**

10. **City Council Reports**

11. **Consent Agenda**
    a. **New National Multistate Opioid Settlement Agreement**
    b. **Home of the Sparrow, Class 20 Temporary Liquor License – Friday, October 10, 2025**
    c. **County Zoning Request - 7625 US Highway 14 - PINs 14-31-177-012 and 14-31-177-017 Unincorporated Crystal Lake, IL**

12. **Lease Agreement Assignment and Extension – Pop's Corn Crib**

13. **Amendment to the Concessionaire and Property Use Agreement with The Board House, LLC**

14. **1021 Mayhaw Drive – Variation to allow construction of a six-foot privacy fence extending 32 feet into the required 50-foot setback for a rear yard abutting a street**

15. **Waterside at Three Oaks Temporary Use Permit for a model home and marketing signage**

16. **330 N. Route 31 – Special Use Permit for a Cannabis Establishment**

17. **Bid Award – Sanitary Sewer Manhole Rehabilitation**

18. **Council Inquiries and Requests**

19. **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**

20. Reconvene to Regular Session

21. 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: 11a

City Council
Agenda Supplement

Meeting Date: September 16, 2025

Item: New National Multistate Opioid Settlement Agreement

Staff Recommendation: Motion to adopt a Resolution authorizing the City of Crystal Lake to participate in the new national opioid settlement agreements and execute the settlement participation forms noted in this agenda supplement.

Staff Contact: Nick Hammonds, Deputy City Manager
Bob Pickrell, City Special Legal Counsel

Background:

The negative public health impact of opioid addiction is widely chronicled. Thousands of lawsuits have been filed by state and local governments against opioid distributors and manufacturers requesting compensation due to the negative impact of opioid addiction. Over the last several years, negotiations occurred to reach a single nationwide settlement with state and local governments.

In 2021, the City Council approved a resolution authorizing the City of Crystal Lake to participate in the national multistate opioid settlement with the three largest pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen and the manufacturer Janssen Pharmaceuticals, Inc. and its parent company, Johnson & Johnson. Again in 2022, additional settlement agreements were announced with three pharmacy chains—CVS, Walgreens, and Walmart—and two additional manufacturers—Allergan and Teva. In January 2023, each of those pharmacy chains and manufacturers confirmed that a sufficient number of states had agreed to the settlements to move forward and the City Council approved the corresponding settlement agreement. In 2025, the City Council approved another settlement agreement with Purdue Pharma and the Sackler Family.

To date, the City has received $201,022 from these settlements. Although the final settlement amounts depend on the level of participation and are yet to be determined, the new proposed settlement reportedly requires eight opioid manufacturers to pay up to $720 million over a period of years to State and local governments.

These settlement amounts are earmarked for use by participating states and local subdivisions to remediate or abate opioid addiction from the previous settlement agreement. Since Illinois is participating in the settlement, the City could receive settlement funds. The amount the City could receive will be based on the number of communities participating and the terms of the final

settlement. Settlement funds are restricted to funding future opioid remediation efforts, including opioid user treatment and support, preventing future misuse, and training first responders to address opioid misuse.

The Illinois Attorney General encourages Illinois local governments to participate in the settlement since the settlement funds will allow local governments to make meaningful change to curb opioid addiction. Also, the level of participation will determine whether the pharmacies and the manufacturers agree to the settlement terms.

The State encouraged participation by passing PA 102-85, which requires home rule and non-home rule communities to receive permission from the Attorney General prior to filing suit against the parties in question. Receiving this approval is unlikely; therefore, the only opportunity to receive funds from pharmaceutical distributors and manufacturers would be through the settlement noted in this supplement.

Next Steps

At this stage, local governments are requested to sign the attached settlement participation forms. The City's participation in the settlement is optional. If the City were to participate, the City will need to sign the attached settlement participant forms by October 8, 2025.

If the City participates, it will not be able to bring any other opioid-related claims against the settling defendants. By entering into the settlement, the City would agree to not bring a claim or suit against the pharmaceutical distributors or manufacturers. The City's special legal counsel is not aware of any City damages that would warrant an individual lawsuit against the pharmaceutical industry (assuming that permission from the Attorney General could be secured). Since the City does not have an outstanding lawsuit against the settling defendants, it would not be negatively impacted by this requirement.

Also attached to this supplement is a summary of the settlement and the allocation agreement. City special legal counsel has reviewed the attached settlement forms and finds that they present minimal risk to the City, and they would make the City eligible to receive funds from the settlement amounts without incurring legal fees or exposing the City to litigation risks.

Votes Required to Pass:

Simple majority

Res. No. 25R-__

DRAFT

The City of Crystal Lake

RESOLUTION APPROVING
PARTICIPATION IN NATIONWIDE OPIOID SETTLEMENT
AND EXECUTION OF SETTLEMENT PARTICIPATION FORM

Resolution 25R-___

WHEREAS, the City of Crystal Lake, Illinois ("***City***") is a home rule unit of local government pursuant to the provisions of Section 6, Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the State of Illinois is engaged in investigation, prosecution, and litigation of multiple claims seeking penalties, restitution, disgorgement of revenues, costs to remediate public nuisances, damages, and injunctive relief against numerous pharmaceutical manufacturers, distributors, and other related persons and entities arising from their actions or inactions that allegedly contributed to the opioid epidemic and related public health crisis; and

WHEREAS, multiple other States and local governmental bodies are engaged in litigation of various similar claims against pharmaceutical manufacturers, distributors, and other related persons and entities relating to the opioid epidemic; and

WHEREAS, a proposed nationwide settlement has been reached that would resolve certain opioid-related litigation brought by States and local governments against Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("***Settling Defendants***"); and

WHEREAS, the State of Illinois is a "Settling State" under a proposed Settlement Agreements with the Settling Defendants (the "***Proposed Settlement***"), and the City is eligible to opt-in to participate in the Proposed Settlement as a "Participating Subdivision"; and

WHEREAS, in order to confirm the City's participation in the Proposed Settlement, the City is required to execute a certain settlement participation form by October 8, 2025, which is attached hereto as Exhibit A (the "***Settlement Participation Form***"); and

WHEREAS, the Mayor and City Council have determined that it is in the best interests of the City and its residents to approve this Resolution in order to formalize the City's participation in the Proposed Settlement and to approve execution and submission of the Settlement Participation Form on behalf of the City;

DRAFT

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, McHENRY COUNTY, ILLINOIS, AS FOLLOWS:

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

SECTION II. Approval and Authorization. The Mayor and City Council hereby formally approve the City's participation in the Proposed Settlement and the execution and submission of the Settlement Participation Form. The City Manager and/or the designees of the City Manager are hereby authorized and directed to take such further actions and execute such additional documents as may be necessary and appropriate to formalize the City's participation in the Proposed Settlement.

SECTION III. EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval in the manner provided by law.

AYES:

NAYS:

ABSENT:

PASSED this 16th day of September, 2025.

APPROVED by me this 16th day of September, 2025.

City of Crystal Lake, an

Illinois municipal corporation

_____

Haig Haleblian, MAYOR

SEAL

ATTEST:

_____

CITY CLERK

PASSED: September 16, 2025
APPROVED: September 16, 2025

EXHIBIT A

Settlement Participation Form



DRAFT

EXHIBIT K

Secondary Manufacturers' Combined Subdivision Participation and Release Form ("Combined Participation Form")

Governmental Entity: City of Crystal Lake		State: Illinois
Authorized Official:	Eric Helm, City Manager	
Address 1:	100 W. Woodstock Street	
Address 2:		
City, State, Zip:	Crystal Lake, IL 60014	
Phone:	(815) 356-3663	
Email:	ehelm@crystallake.org	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:

   a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
   b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
   c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
   d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
   e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
   f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
   g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
   h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.

2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.

3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity

authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at *https://nationalopioidsettlement.com/additional-settlements/.*

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.

5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.[1]

8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.

9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,[2] and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any

[1] *See* Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

[2] *See* Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.

way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.

11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.

13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void ***only as to*** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.

DRAFT

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: Eric Helm

Title: City Manager

Date: _____

Agenda Item No: 11b

City Council
Agenda Supplement

Meeting Date: September 16, 2025

Item: Home of the Sparrow - Class 20 Temporary Liquor License Request, Friday, October 10, 2025

Staff Recommendation: Motion to approve issuance of a Class 20 Temporary Liquor License to Home of the Sparrow, Friday, October 10, 2025.

Staff Contact: Nick Hammonds, Deputy City Manager

Background:
The City received a request from Home of the Sparrow for the issuance of a Class 20 Temporary Liquor License in order to offer bottles of alcohol, in the package only, as a raffle prize for a fundraiser on Friday, October 10. While raffle licenses are approved administratively per the City Code, the issuance of a temporary liquor license requires consideration by the City Council.

The organization will need a temporary liquor license as the awarding of alcoholic liquor as a raffle prize is considered the sale of alcohol by the State Liquor Control Act. The alcoholic raffle prizes will be awarded at the Holiday Inn, located at 800 S. Illinois Route 31, on Friday, October 10, 2025 and must be picked up by Sunday, October 12, 2025.

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

Home of the Sparrow has met all application requirements for a temporary liquor license.

Votes Required to Pass:
Simple majority

CITY OF CRYSTAL LAKE

Class 20
Temporary Liquor License

General Information:

- A Class "20" **Temporary** Liquor License authorizes the retail sale of alcoholic liquor on the premises specified in the license in packages only but not for consumption on the premises where sold.

- The license applicant must be a **not-for-profit** corporation qualified to do business in the State of Illinois.

- The license is valid for a period not to exceed three (3) days and may only be used for special events sponsored by the not-for-profit corporation requesting the license.

- Issuance of a Class "20" Temporary Liquor License must be reviewed and approved by the Mayor and City Council of the City of Crystal Lake.

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

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

City of Crystal Lake
Application for Temporary Liquor License

CLASS "20"
Alcoholic Liquor in Packages Only

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

1. Applicant's full name Home of the Sparrow Inc.
(Must be not-for-profit organization)

Address 1991 Duncan Pl, Woodstock, IL 60098 Phone Number (815) 271-5444

2. Organization Contact Information:
Name: Lindsay Daly Post
Address: 1991 Duncan Pl, Woodstock IL 60098
Email: LDalyPost@HOSparrow.org
Phone Number: [redacted]

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

4. Dates of the event (**not to exceed three (3) days**): 10/10/25

5. Hours of operation: 5-11pm

6. Describe the type of crowd and traffic control licensee will utilize. Provided by Holiday Inn

7. Describe plan for refuse pickup. Provided by Holiday Inn

8. Please list the names and addresses of the members of the organization who will be selling alcoholic liquor in packages only at the location pursuant to the license. If additional space is needed, please use reverse side.
Lindsay Daly Post, 1991 Duncan Pl, Woodstock, IL 60098
Holly Dorn, " " " "
Kristen Tenore, " " " "

9. **Please attach the following to your application:**
   a. **License fee in the amount of *$20.00*. (Make checks payable to the "*City of Crystal Lake*".)**
   b. **Proof of liquor liability insurance**
   c. **Proof of permission from owner of the premises, if different than applicant, authorizing the sale of beer in packages only on the property during the time requested.**
   d. **Site plan of area where beer in packages only will be sold.**
   e. **Letter to the Mayor and City Council requesting approval of the issuance of a Class "20" Temporary Liquor License to applicant.**

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

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

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

Name: Lindsay Daly Post
Title: Events & Fundraising Coordinator
Date: 9/9/25

CERTIFICATION

☑ Under penalty of perjury, the person(s) named above, hereby certify and/or affirm as follows: (1)That I (we) are authorized on behalf of the applicant to submit this application; 2) that the Applicant will not violate any of the ordinances of the City of Crystal Lake or the laws of the State of Illinois or the laws of the United States of America, in the conduct of the place of business described herein; (2) That the statements contained in this application are true and correct to the best of my (our) knowledge and information; 3) That the statements in this application are made for the purpose of obtaining the license applied for and are made on my (our) personal knowledge and information.

Home of the Sparrow

HOPE | OPPORTUNITY | SUPPORT

September 9, 2025

Attention: Crystal Lake City Manager's Office

Home of the Sparrow, Inc., an established 501(c)3 organization will be hosting a fundraising event which includes raffles and auctions at the Elara Ballroom in the Crystal Lake Holiday Inn on Friday, October 10, 2025. Closed bottles of alcohol not to be served at the event will be available in the auction and raffle.The online bidding will take place beginning on September 29, 2025. Winners will be chosen at the event on October 10.

All officers of the event agree that I, Lindsay Daly Post, will act as the appointed raffle manager and will act on behalf of the organization for the conduct of the raffle. Please review the enclosed documents for the raffle and liquor license. A check has been requested and will be mailed to you. Home of the Sparrow will provide the State Temporary Liquor License once it becomes available. Please feel free to reach out with any questions.

Thank you,

Lindsay Daly Post
Events & Fundraising Coordinator
(815)271-5444 ext. 262
LDalyPost@HOSparrow.org

Matthew Kostecki
Executive Director

Holiday Inn

September 9, 2025

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

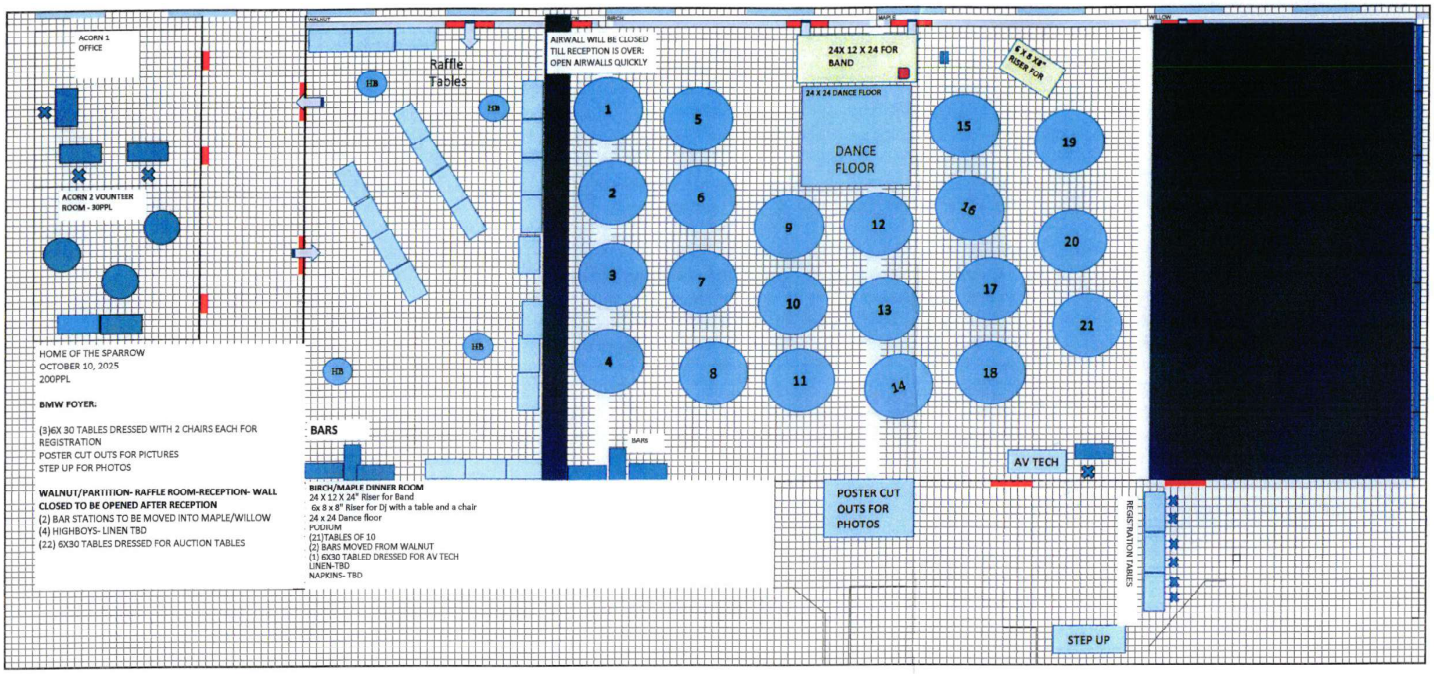
RE: Raffle License Application

Greetings,

On October 10, 2025 Home of the Sparrow Gala will host their Fundraiser at the Holiday Inn, Crystal Lake. We are aware that Home of the Sparrow Gala will conduct different raffles and some packages that may include alcohol. The Holiday Inn will not receive any proceeds from these raffles. All proceeds from the event are in support of Home of the Sparrow Gala.

Sincerely,

Fran Headrick
Director of Sales & Marketing
Holiday Inn Crystal Lake


ACORN 1
OFFICE
ACORN 2 VOUNTEER
ROOM - 30PPL
Raffle
Tables
AIRWALL WILL BE CLOSED
TILL RECEPTION IS OVER.
OPEN AIRWALLS QUICKLY
24X 12 X 24 FOR
BAND
24 X 24 DANCE FLOOR
DANCE
FLOOR
6 x 8 X8"
RISER FOR
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
BARS
BARS
AV TECH
POSTER CUT
OUTS FOR
PHOTOS
REGISTRATION TABLES
STEP UP
HOME OF THE SPARROW
OCTOBER 10, 2025
200PPL
BMW FOYER:
(3)6X 30 TABLES DRESSED WITH 2 CHAIRS EACH FOR
REGISTRATION
POSTER CUT OUTS FOR PICTURES
STEP UP FOR PHOTOS
WALNUT/PARTITION- RAFFLE ROOM-RECEPTION- WALL
CLOSED TO BE OPENED AFTER RECEPTION
(2) BAR STATIONS TO BE MOVED INTO MAPLE/WILLOW
(4) HIGHBOYS- LINEN TBD
(22) 6X30 TABLES DRESSED FOR AUCTION TABLES
BIRCH/MAPLE DINNER ROOM
24 X 12 X 24" Riser for Band
6x 8 x 8" Riser for DJ with a table and a chair
24 x 24 Dance floor
PUKUUM
(21)TABLES OF 10
(2) BARS MOVED FROM WALNUT
(1) 6X30 TABLED DRESSED FOR AV TECH
LINEN-TBD
NAPKINS- TBD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/09/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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: Eventsured Customer Service	
Foresite Sports, Inc. DBA: Eventsured 3553 West Chester Pike #418 Newtown Square, PA 19073	PHONE (A/C, No, Ext): 888-882-5902	FAX (A/C, No):
	E-MAIL ADDRESS: info@eventsured.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Houston Casualty Company	42374
INSURED Home of The Sparrow Lindsay Daly Post 1991 Duncan Place Woodstock, IL 60098	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** TM467466 **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 [X] Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	Y		H24SE00172/TM467466	10/10/2025 12:01AM	10/11/2025 2:01AM	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG DEDUCTIBLE	$ 1,000,000 $ 100,000 $ 1,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $ 0
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) N / A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

Additional Insureds must be venue managers or municipalities and are added with respect to our insured's operations only. Waiver of Subrogation (WOS) and Primary & Non-Contributory (PNC) wording applies only when coverage is purchased by the insured, required by written contract and as indicated below. This coverage is with respect to the Gala to be held on 10/10/2025 - 10/10/2025 with 200 attendees at Crystal Lake Holiday Inn 800 South IL Route 31 Crystal Lak IL 60014 . Additional Insureds include: Crystal Lake Holiday Inn 800 South IL Route 31 Crystal Lake, IL 60014; City of Crystal Lake 100 W. Woodstock Street, Crystal Lake, IL 60014.

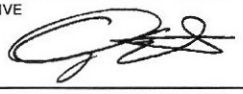
CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Agenda Item No: 11c

City Council
Agenda Supplement

Meeting Date: September 16, 2025

Item: COUNTY ZONING REQUEST

7625 US Highway 14 - PINs 14-31-177-012 and 14-31-177-017
Unincorporated Crystal Lake, IL

Recommendation: Motion to object to the proposed Reclassification from "B-1" Neighborhood Business District to "B-3" General Business District, directing staff to proceed with providing a letter to the County Hearing Officer

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

Background:

- As is customary with County Zoning requests within the City's mile and a half planning jurisdiction, the City received notice of this request.
- The subject property in question is zoned "B-1" Neighborhood Business District and consists of approximately 10.4 acres. The property was previously used for the Flowerwood Nursery, which is no longer in operation.
- The subject property is surrounded by County zoning districts "B-1" Neighborhood Business District and "B-3" General Business to the west and City of Crystal Lake W – Watershed District to the north, east and south.
- Per the County's Existing Land Use Map, agricultural uses are to the west, open space uses are to the south, commercial uses are to the east, and vacant land to the north.

Request:

- Per the petitioner's application, the reclassification is to accommodate the development of the property as a mini-warehouse facility. A **mini-warehouse facility is a permitted use in the B-3 zoning district**. This means that no further zoning action would take place to approve the storage use if the rezoning is allowed.

- A mini-warehouse facility is defined in the County's UDO as "a facility for the storage of personal property where individual renters control individual storage spaces. A mini-warehouse may include ancillary retail sales of related items, such as moving supplies".
- The County's 2030 Land Use Plan identifies the subject property as Mixed Use. Mixed use is defined as, "areas for development of retail or offices uses in combination with residential uses". **Mini-storage does not comply with the County's adopted Land Use Plan.**
- In 2024, the City's Planning and Zoning Commission reviewed a conceptual plan for a self-storage facility and senior living facility at the subject property. Ultimately, the PZC was not supportive of a self-storage facility at this location.
- B-3 allows the following uses by right, meaning no further zoning action would take place if the current request is granted. These uses do not align with the City's 2030 Comprehensive Plan designation for this area:

Auction House	Auto Repair Major & Minor	Car Wash	Club/Lodge	Gas Station
Heavy Retail Sales and Services	Laboratory	Lumber Yard	Marina	Mini-Warehouse
Off-Premise Commercial Advertising Sign	Offsite Services Business	Parking Lot	Passenger Terminal	Pawn Shop
Tower and Antenna – Class 1	Tower and Antenna – Wireless Telecommunications Carrier	Truck Wash	Warehouse	

- The property is part of a gateway into the City of Crystal Lake. It is a prime location for thoughtful redevelopment. The City previously objected to the neighboring property reclassification request due to the desire for mini-warehouse (self-storage).
- The combination of the subject property and neighboring 17 acres that was reclassified to B-3 would result in approximately 28 acres of potential mini-warehouse/self-storage. This would be the largest grouping of self-storage use in McHenry County. Such a development would be a hindrance to the future orderly development of the City by removing the opportunity for retail, office, and open space at this key intersection, as called for in the Crystal Lake 2030 Comprehensive Plan .
- The property is within the Crystal Lake Watershed.

Staff Recommendation: City staff recommends proceeding with a letter objecting the request for the following reasons:

1. Development should occur in the municipality where utilities and emergency services are available.
2. As this is a permitted use in the County, it would not require further review of the site layout, architectural design, and landscaping and screening by the County Board.
3. This is a gateway into Crystal Lake. The City's Planning and Zoning Commission recently expressed concerns with a self-storage facility at the subject property.

4. The City Council objected to the rezoning of the neighboring 17-acre property to B-3. An objection to the subject property is consistent with past actions.

5. The City's 2030 Comprehensive Plan identifies this property as Commerce, and adjacent properties are identified as combination of Commerce, Parks and Open Space and Office. Many of the uses allowed under the County's B-3 zoning district are incongruent with the City's plan.

6. The County's 2030 Land Use Plan identifies the subject property as Mixed Use. Mixed use is defined as, "includes existing and proposed areas for development of retail or offices uses in combination with residential uses". **Mini-storage does not comply with the County's adopted Land Use Plan.**

A written objection made by the highest elected official of the City would require a minimum of fourteen (14) affirmative votes of the County's eighteen (18) member County Board to pass the reclassification request. If the written objection is received prior to the Zoning Board of Appeals hearing, then it would be entered into their record and would become part of the packet presented to the County Board. If it is received after the ZBA hearing, then the objection should be filed with the County Administrator's office.

Votes Required to Pass: A simple majority.

PIQ

7625 US HIGHWAY 14



MCH
MCHENRY COUNTY · IL

McHenry County
Zoning Board of Appeals - Zoning Hearing
AGENDA

September 18, 2025, 1:30 PM
County Board Conference Room
Administration Building, 667 Ware Rd., Woodstock, IL 60098

Pages

1. CALL TO ORDER
2. ROLL CALL
3. NEW BUSINESS / PUBLIC HEARING
   - 3.1 Z25-0051 James, B1-B3, Nunda Twp 2
   - 3.2 Z25-0041 Zange, I1 - R1, Greenwood Twp 20
4. OLD BUSINESS
5. PUBLIC COMMENT
   Topics unrelated to public hearing - 3-minute time limit per speaker
6. ANNOUNCEMENTS
7. ADJOURNMENT

Staff Report for the McHenry County Zoning Board of Appeals

Application: #Z25-0051

PIN: 14-31-177-012, 14-31-177-017

Address: 7625 US HWY 14, Crystal Lake

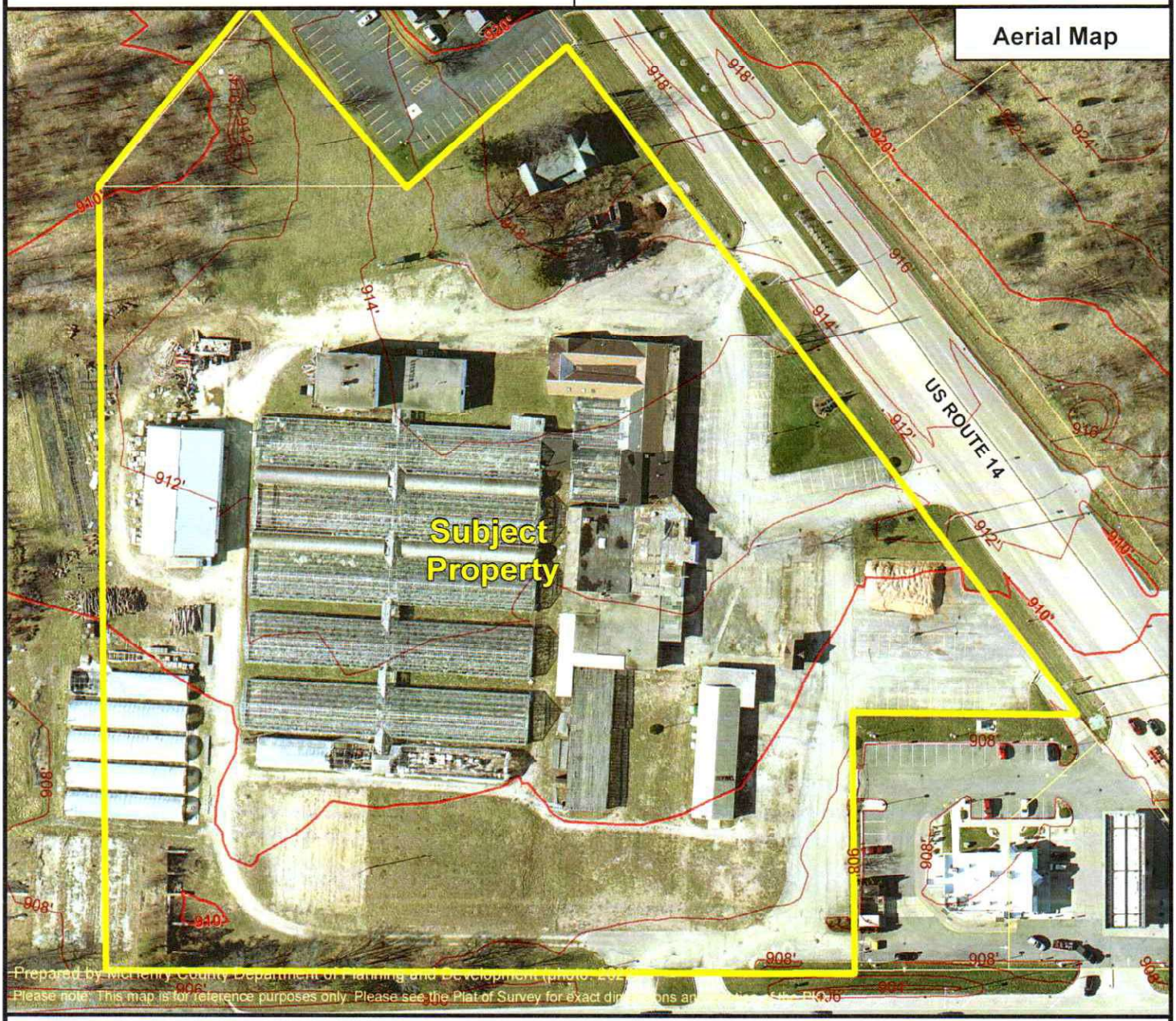
Request: Reclassification from B-1 Neighborhood Business District to B-3 General Business District.

Hearing: September 18, 2025

Applicant: Timothy James

Location: The ten point four (10.4) acre subject property is located on the North side of IL Route 176 about three hundred (300) feet West of US HWY 14 and abuts US HWY 14, approximately seven hundred (700) feet south of Ridgefield Road, in Nunda Township.

Aerial Map



Elevation
(feet above sea level)
10-foot contours
2-foot contours

ADID Wetland Map 2005
High Functional Value Wetland (hfvw)
High Quality Wetland (hqw)
Wetland (w)
Farmed Wetland (fw)

FEMA Flood Hazard Areas
0.2 % Annual Chance of Flood
1% Annual Chance of Flood
Floodway

Feet
60 30 0 60 120
1 inch equals 121.9 feet

STAFF COMMENTS

The following comments and conclusions are based upon staff analysis and review prior to this hearing and are to be considered viable unless evidence is established to the contrary. Staff may have additional comments based upon the testimony presented during the public hearing.

BACKGROUND & REQUEST SUMMARY

According to the plat of survey, the 0.4-acre parcel is currently vacant, while the 10-acre parcel contains a two-story, brick-framed house and a non-operational garden retail center, including several greenhouses, some of which have already been demolished, located on the western portion of the site. A demolition permit was recently issued for both the greenhouse structures and the single-family residence. Additionally, the County's Historic Preservation Commission has been notified regarding the potential landmark designation of the house, which was originally constructed in the early 20th century.

MCHENRY COUNTY UNIFIED DEVELOPMENT ORDINANCE

- The Applicant must meet the Approval Standards for Map Amendment, listed in §16.20.010.E.1 of the *McHenry County Unified Development Ordinance*.

STAFF ANALYSIS

Current Land Use & Zoning

The subject properties are located adjacent to the City of Crystal Lake. Although their current land use is designated agriculture and single-family residential, both parcels are zoned B-1 Neighborhood Business District and were most recently used as a garden retail center. To the north, the adjacent property is also zoned B-1. To the west, the neighboring property is zoned B-3 General Business District. Properties to the east and south are incorporated into the City of Crystal Lake.

2030 Comprehensive Plan Future Land Use *map*

The proposed reclassification of these two (2) parcels is consistent with the future land use designation of **Mixed Use.**

2030 Comprehensive Plan & 2030 and Beyond Analysis

The 2030 Comprehensive Plan and 2030 and Beyond Plan support the reclassification to the B-3 General Business District. There is minimal impact to the agricultural, natural, and water resources on the site *(See comments below).*

McHenry County 2030 and Beyond, Adopted October 18, 2016—

Big Idea #1 Let's make our communities healthy, active, and green

"We can make it happen by promoting development that is compact, contiguous to, or located within municipalities in order to preserve rural landscapes while providing greater mobility choices for all residents." (p.12)

- The subject properties are located within an established, developed area, bordered by Crystal Lake on all three (3) sides. They are located within approximately one and a half (1.5) miles of both the municipalities of Crystal Lake and Lakewood. The immediate area within a quarter (0.25) mile radius. Features a mix of commercial and residential land uses.

Big Idea #2 Let's build on our strengths

"We can make it happen by preserving our wide array of housing choices and lot sizes – from rural to urban." (p. 14)

- The proposed reclassification will not alter the density of the two (2) parcels in question.

Big Idea #3 Let's grow smarter

"We can make it happen by focusing development that is compact, contiguous to, or located within municipalities, and away from areas designated for agriculture and lacking infrastructure and services. (p. 16)

- As noted above, the subject properties are located within an established, developed area within one and a half (1.5) miles of two (2) municipalities and the areas within one-quarter (0.25) miles have developed with commercial and residential uses.

Big Idea #4 Let's expand our economy

"We can make it happen by facilitating new business and the expansion of existing businesses." (p. 21)

- The proposed reclassification to B-3 General Business District, if granted, could help promote the establishment and future growth of new businesses in the area by encouraging redevelopment opportunities, and supporting a more integrated commercial development pattern.

McHenry County 2030 Comprehensive Plan, Adopted April 20, 2010—

Community Character & Housing

Objective: *"Promote increased density and compact contiguous development." (p. 15)*

- As noted above, the subject properties are in an already established, relatively dense area located adjacent to the City of Crystal Lake.
- The proposed reclassification of these parcels has the potential to promote future business growth in the area and support a more cohesive and integrated pattern of commercial development.

Agricultural Resources

No applicable text.

Greenways, Open Space & Natural Resources

Objective: "*Promote land uses that minimize the impact on land, water, energy, and other natural resources*"... (p. 43)

- The McHenry-Lake County Soil and Water Conservation District *Natural Resources Inventory* was received. The letter indicates that a full report isn't necessary due to previously disturbed soils. No wetlands or floodplains were identified as being located on this parcel. Please refer to attached NRI Letter #L25-030-4691 for more details.

Water Resources

Objective: "*Preserve, improve, and replenish the quality and quantity of existing groundwater resources.*" (p. 63)

- The proposed reclassification does not include any new improvements that would increase impervious surface area.
- The subject property is located within the Sensitive Aquifer Recharge Area (SARA).

Economic Development

Objective: *"Commercial centers and large-format retailers should be encouraged to locate in areas where services can be readily provided and where goods and services these centers offer can be readily consumed by a local population. These areas would typically be located within the County's municipalities or in areas within close proximity to areas of dense population and rooftops."* (p. 94)

- As noted above, the subject properties are in an already established, relatively dense area located adjacent to the City of Crystal Lake.

Infrastructure

No applicable text.

Land Use

Objective: "E*ncourage future development in the County to locate adjacent to existing infrastructure and maximize use and efficiency of existing facilities."* (p. 125)

- As previously stated, the subject properties are adjacent to the City of Crystal Lake and their proposed reclassification has the potential to promote future business growth in the area and support a more integrated pattern of commercial development.

STAFF ASSESSMENT

The applicant is requesting a map amendment to rezone two (2) adjacent parcels totaling approximately ten point four (10.4) acres from the B-1 Neighborhood Business District to the B-3 General Business District. The request is consistent with the existing commercial and residential land uses in the surrounding area, as well as the adjacent B-3 zoning to the west. Additionally, the proposed reclassification aligns with the land use recommendations outlined in both the 2030 and Beyond Plan and the 2030 Comprehensive Plan text. The reclassification is consistent with the future land use map designations of **Mixed Use** which supports the integration of commercial and residential uses.
It is noted that the subject property is located within a Sensitive Aquifer Recharge Area (SARA). However, staff finds no objection to the applicant's request for reclassification

Report prepared the July 24, 2025, by Melody Jacobson, Planner - McHenry County Department of Planning & Development.

Section 16.20.010.E.1 of the McHenry County Unified Development Ordinance

Approval Standards for Zoning Amendments. The Zoning Board of Appeals recommendation and the County Board decision shall consider the following standards. However, the Zoning **Board of Appeals' recommendation and the County Board's** decision on any zoning text or map amendment is not controlled by any one factor under the following standards, but rather the approval of amendments is based on a balancing of the factors under each standard.

1. *Approval Standards for Map Amendments.*

    a. The compatibility of the proposed zoning with the existing use and zoning of nearby property.

    b. The extent to which property values of the subject property are diminished by the existing zoning.

    c. The extent to which the public health, safety, and welfare of the public are promoted by the existing zoning.

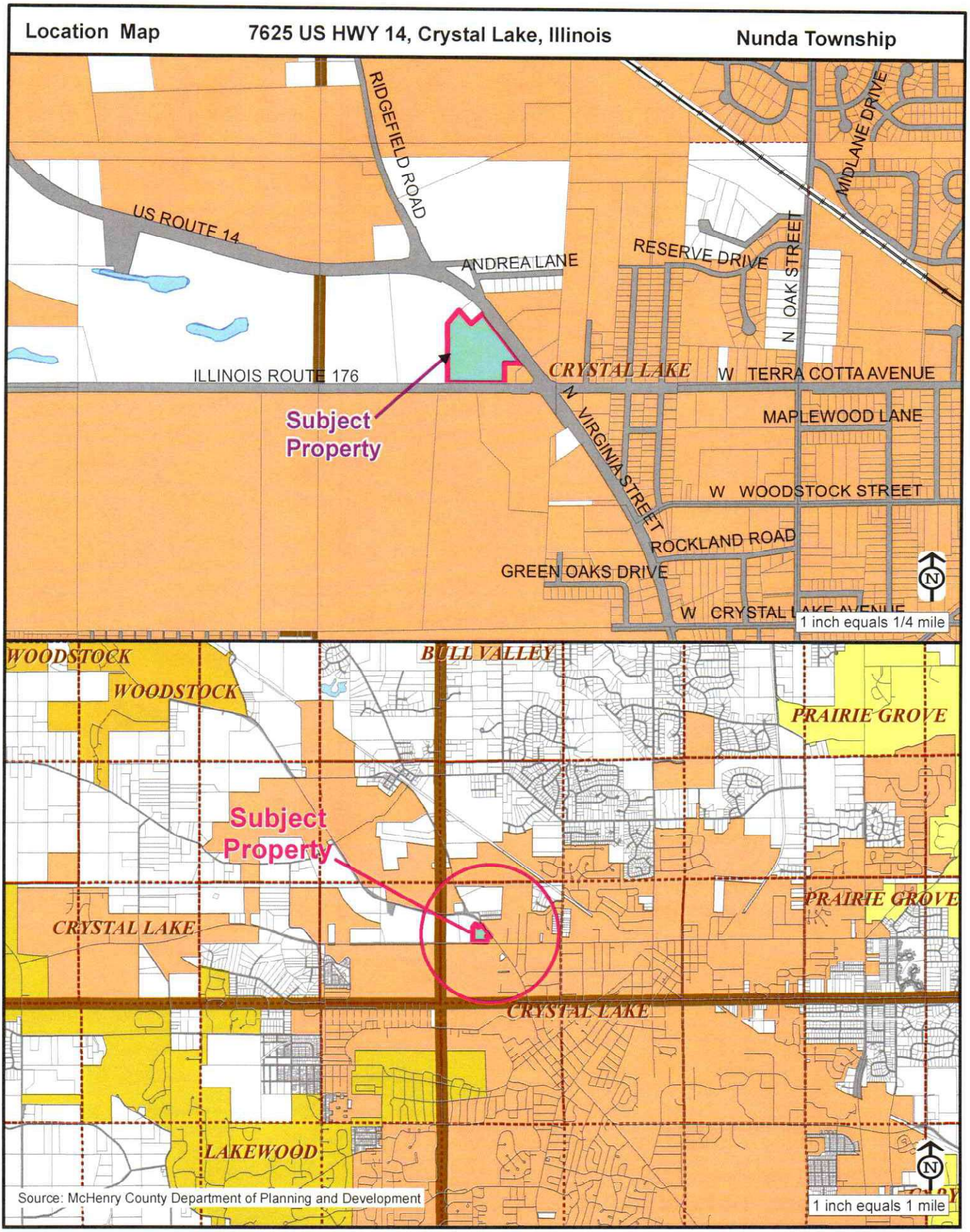
    d. The relative gain to the public, as compared to the hardship imposed upon the applicant, if the proposed zoning is denied.

    e. The suitability of the property for the purposes for which it is presently zoned.

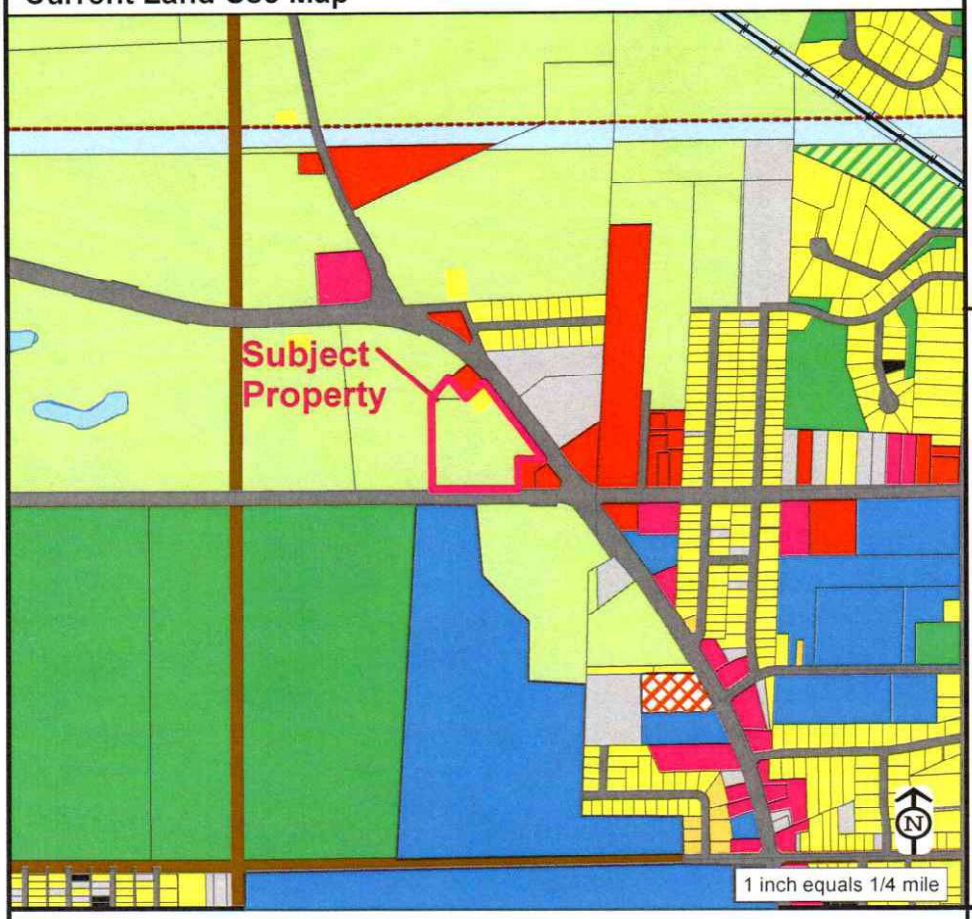
    f. The length of time the property has been vacant as zoned considered in the context of land development in the vicinity of the subject property.

    g. The community need for the proposed use.

    h. The consistency of the proposed amendment with the adopted comprehensive plan and the appropriateness of the comprehensive plan to the subject property.


Location Map
7625 US HWY 14, Crystal Lake, Illinois
Nunda Township
RIDGEFIELD ROAD
US ROUTE 14
ANDREA LANE
RESERVE DRIVE
MIDLANE DRIVE
N OAK STREET
ILLINOIS ROUTE 176
CRYSTAL LAKE
W TERRA COTTA AVENUE
Subject Property
N VIRGINIA STREET
MAPLEWOOD LANE
W WOODSTOCK STREET
ROCKLAND ROAD
GREEN OAKS DRIVE
W CRYSTAL LAKE AVENUE
1 inch equals 1/4 mile
WOODSTOCK
WOODSTOCK
BULL VALLEY
PRAIRIE GROVE
Subject Property
CRYSTAL LAKE
PRAIRIE GROVE
CRYSTAL LAKE
LAKEWOOD
Source: McHenry County Department of Planning and Development
1 inch equals 1 mile

Current Land Use Map



Current Land Use

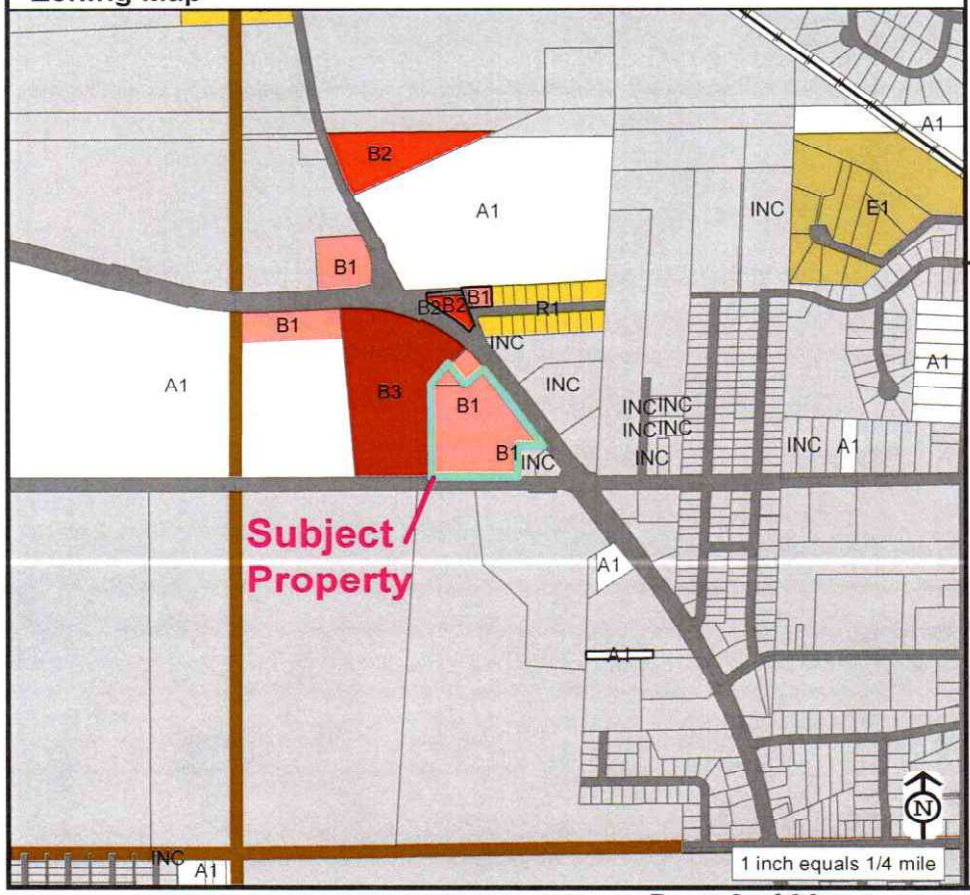
Agriculture / Single-Family Residential

Adjacent Land Use(s)

North: *Agriculture/ Commercial*
South: *Government/ Institutional/ Agriculture*
East: *Vacant/ Commercial*
West: *Agriculture*

- Agriculture
- MCCD Agriculture
- Single-Family Residential
- Multi-Family Residential
- Open Space
- Golf Course
- Commercial
- Office
- Industrial
- Mixed Use
- Earth Extraction
- Vacant
- Government / Institutional
- Transportation, Communication, Utilities
- Under Review

Zoning Map



Current Zoning

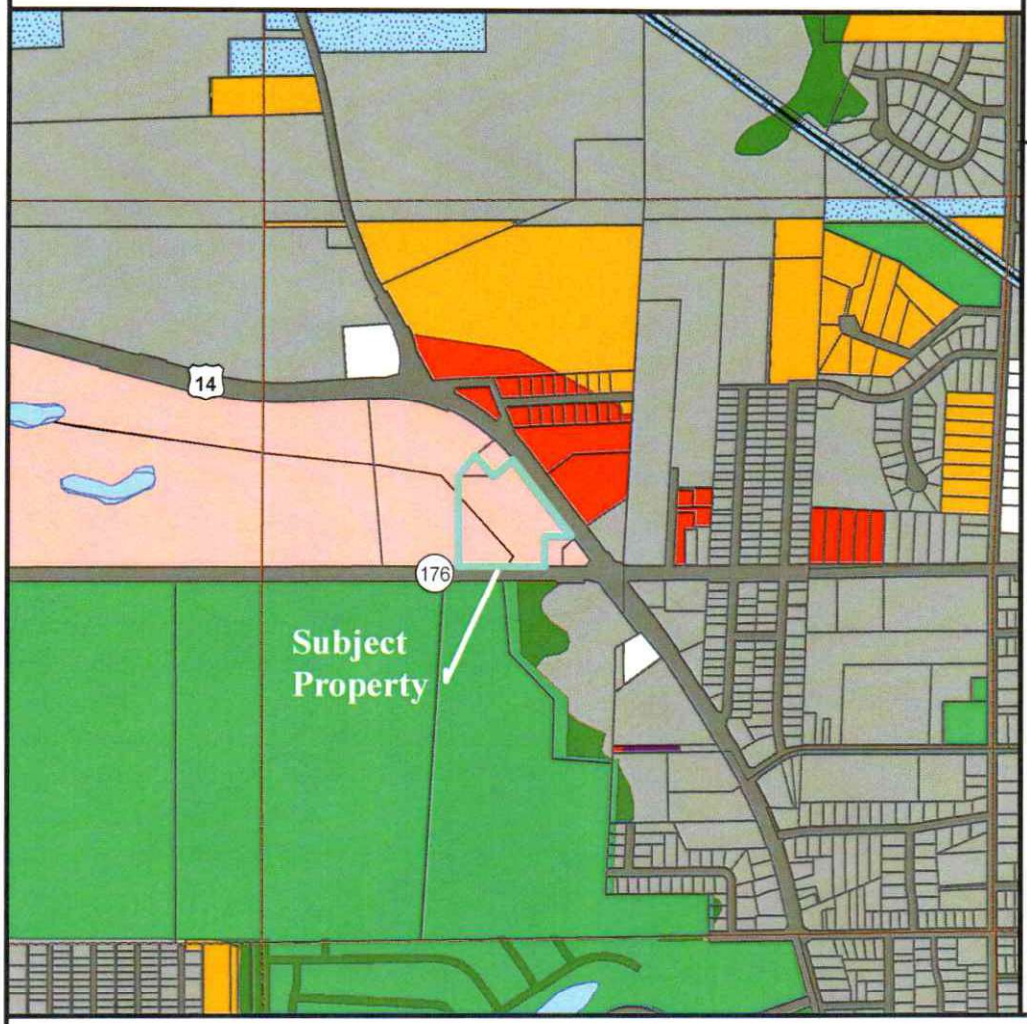
B-1 Neighborhood Business

Adjacent Zoning

North: Neighborhood Business/ Incorporated
South: Incorporated
East: Incorporated
West: General Business

- A-1 Agriculture
- A-2 Agriculture
- E-5 Estate
- E-3 Estate
- E-2 Estate
- E-1 Estate
- R-1 Single-Family Residential
- R-2 Two-Family Residential
- R-3 Multiple-Family Residential
- B-1 Neighborhood Business
- B-2 Neighborhood Business
- B-3 General Business
- O Office / Research
- I-1 Light Industrial
- I-2 Heavy Industrial
- PD Planned Development
- C Conditional Use
- V Variation
- Incorporated

McHenry County 2030 Comprehensive Plan Future Land Use Map



Future Land Use Map Designation

Mixed Use

- Agricultural
- Open Space
- Environmentally Sensitive Area
- Estate
- Isolated Estate
- Residential
- Isolated Residential
- Retail
- Mixed Use
- Office, Research, Industrial
- Gov't, Institutional, Utilities
- TOD Existing Rail Station
- TOD Future Rail Station
- Active Earth Extraction Site
- Municipality

Scale: 1 inch = 1/4 mile

Municipal / Township Plan Designations

Nunda Township:	Existing Development
Crystal Lake:	Commerce
Lakewood:	N/A

McHenry County 2030 Comprehensive Plan — Text Analysis

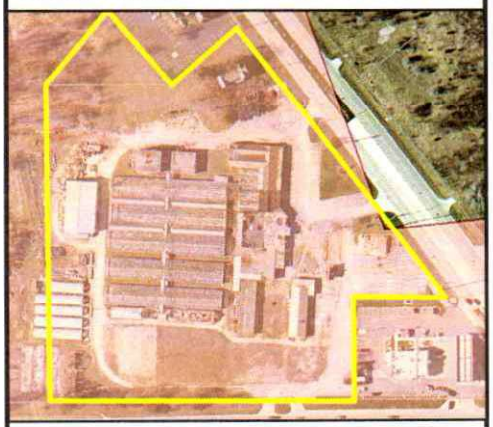
Land Use

MIXED USE - includes existing and proposed areas for development of retail or office uses in combination with residential uses. Mixed Use is primarily designated near existing community centers and near existing or potential future Metra stations. In additional to being designated as a primary future land use, mixed use development is also appropriate within the Transit-Oriented Development Overlay district.

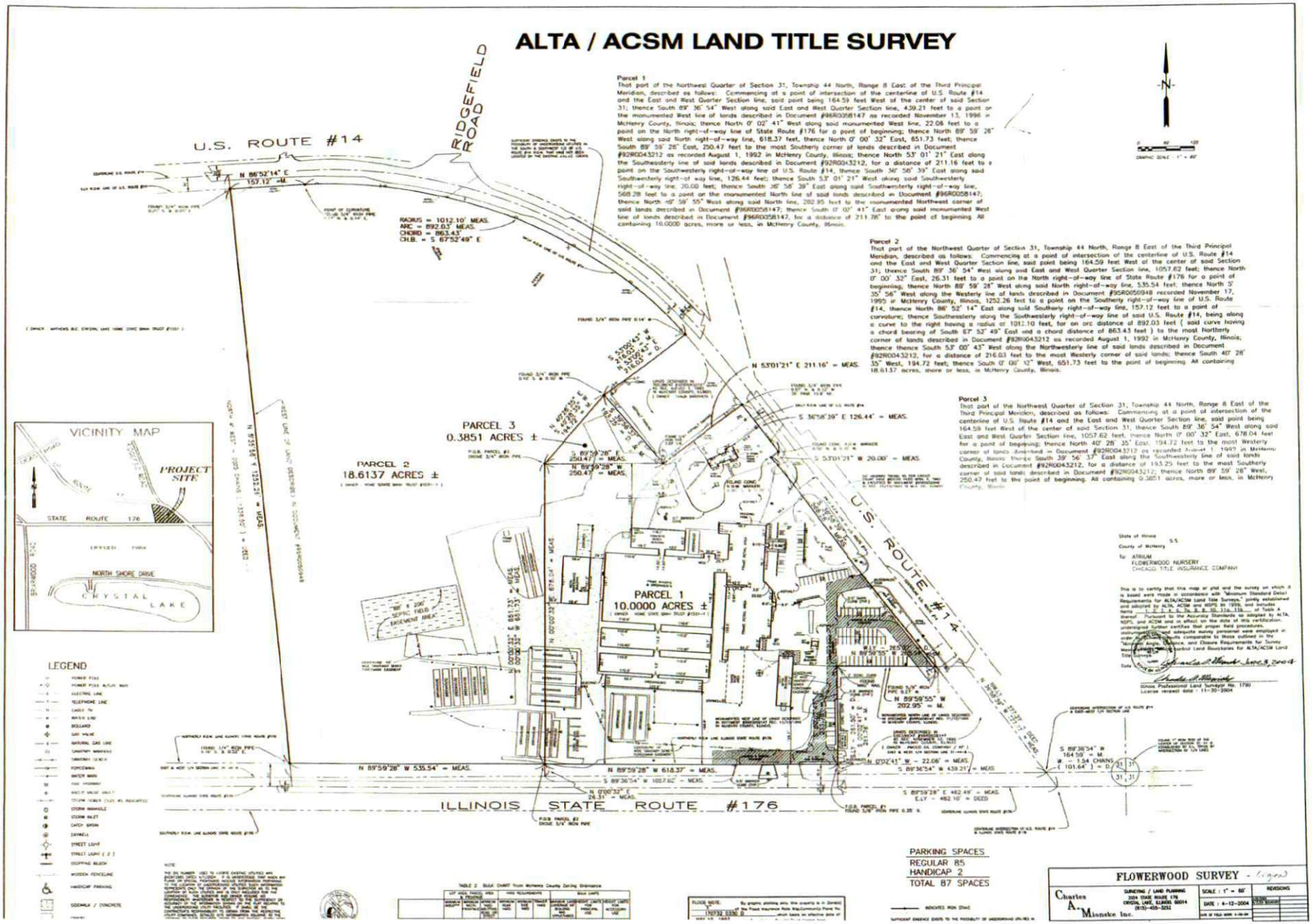
Sensitive Aquifer Recharge Areas

The site is located in a zone with elevated contamination potential.

Sensitive Aquifer Recharge Areas (SARA)



Sensitive Recharge Area


ALTA / ACSM LAND TITLE SURVEY
U.S. ROUTE #14
RIDGEFIELD ROAD
Parcel 1
That part of the Northwest Quarter of Section 31, Township 44 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at a point of intersection of the centerline of U.S. Route #14 and the East and West Quarter Section line, said point being 164.59 feet West of the center of said Section 31; thence South 89° 36' 54" West along said East and West Quarter Section line, 439.21 feet to a point on the monumented West line of lands described in Document #96R0058147 as recorded November 13, 1996 in McHenry County, Illinois; thence North 0° 02' 41" West along said monumented West line, 22.06 feet to a point on the North right-of-way line of State Route #176 for a point of beginning; thence North 89° 59' 28" West along said North right-of-way line, 618.37 feet, thence North 0° 00' 32" East, 851.73 feet; thence South 89° 59' 28" East, 250.47 feet to the most Southerly corner of lands described in Document #92R0043212 as recorded August 1, 1992 in McHenry County, Illinois; thence North 53° 01' 21" East along the Southeasterly line of said lands described in Document #92R0043212, for a distance of 211.16 feet to a point on the Southwesterly right-of-way line of U.S. Route #14, thence South 36° 58' 39" East along said Southwesterly right-of-way line, 126.44 feet; thence South 53° 01' 21" West along said Southwesterly right-of-way line, 20.00 feet; thence South 36° 58' 39" East along said Southwesterly right-of-way line, 568.28 feet to a point on the monumented North line of said lands described in Document #96R0058147; thence North 89° 59' 55" West along said North line, 202.95 feet to the monumented Northwest corner of said lands described in Document #96R0058147; thence South 0° 02' 41" East along said monumented West line of lands described in Document #96R0058147, for a distance of 211.78' to the point of beginning. All containing 10.0000 acres, more or less, in McHenry County, Illinois.
Parcel 2
That part of the Northwest Quarter of Section 31, Township 44 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at a point of intersection of the centerline of U.S. Route #14 and the East and West Quarter Section line, said point being 164.59 feet West of the center of said Section 31; thence South 89° 36' 54" West along said East and West Quarter Section line, 1057.62 feet; thence North 0° 00' 32" East, 26.31 feet to a point on the North right-of-way line of State Route #176 for a point of beginning; thence North 89° 59' 28" West along said North right-of-way line, 535.54 feet; thence North 5° 35' 56" West along the Westerly line of lands described in Document #95R0050948 recorded November 17, 1995 in McHenry County, Illinois, 1252.26 feet to a point on the Southerly right-of-way line of U.S. Route #14, thence North 86° 52' 14" East along said Southerly right-of-way line, 157.12 feet to a point of curvature; thence Southeasterly along the Southwesterly right-of-way line of said U.S. Route #14, being along a curve to the right having a radius of 1012.10 feet, for an arc distance of 892.03 feet (said curve having a chord bearing of South 67° 52' 49" East and a chord distance of 863.43 feet) to the most Northerly corner of lands described in Document #92R0043212 as recorded August 1, 1992 in McHenry County, Illinois; thence South 53° 00' 43" West along the Northwesterly line of said lands described in Document #92R0043212, for a distance of 216.03 feet to the most Westerly corner of said lands; thence South 40° 28' 35" West, 194.72 feet; thence South 0° 00' 32" West, 651.73 feet to the point of beginning. All containing 18.6137 acres, more or less, in McHenry County, Illinois.
Parcel 3
That part of the Northwest Quarter of Section 31, Township 44 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at a point of intersection of the centerline of U.S. Route #14 and the East and West Quarter Section line, said point being 164.59 feet West of the center of said Section 31; thence South 89° 36' 54" West along said East and West Quarter Section line, 1057.62 feet; thence North 0° 00' 32" East, 678.04 feet for a point of beginning; thence North 40° 28' 35" East, 194.72 feet to the most Westerly corner of lands described in Document #92R0043212 as recorded August 1, 1992 in McHenry County, Illinois; thence South 39° 56' 37" East along the Southwesterly line of said lands described in Document #92R0043212, for a distance of 193.25 feet to the most Southerly corner of said lands described in Document #92R0043212; thence North 89° 59' 28" West, 250.47 feet to the point of beginning. All containing 0.3851 acres, more or less, in McHenry County, Illinois.
PARCEL 3
0.3851 ACRES ±
PARCEL 2
18.6137 ACRES ±
PARCEL 1
10.0000 ACRES ±
VICINITY MAP
PROJECT SITE
STATE ROUTE 176
NORTH SHORE DRIVE
CRYSTAL LAKE
LEGEND
ILLINOIS STATE ROUTE #176
U.S. ROUTE #14
PARKING SPACES
REGULAR 85
HANDICAP 2
TOTAL 87 SPACES
FLOWERWOOD SURVEY - Legal
Charles A. Manske Inc.
SURVEYING / LAND PLANNING
2204 STATE ROUTE 176
CRYSTAL LAKE, ILLINOIS 60014
(815)-459-3252
SCALE : 1" = 60'
DATE : 4-12-2004
REVISIONS

McHENRY-LAKE COUNTY SOIL & WATER CONSERVATION DISTRICT

1648 S. Eastwood Dr. Woodstock, Illinois 60098 (815) 338-0444 ext. 3 www.mchenryswcd.org

May 7, 2025

Timothy James
7625 U.S. Hwy 14
Crystal Lake, IL 60012

Re: Parcel # 14-31-177-012 and 14-31-177-017
Common Location: 7625 U.S. Highway 14, Crystal Lake, IL
NRI# L25-030-4691
Zoning Change: B-1 to B-3

Dear Mr. James:

The McHenry-Lake County Soil and Water Conservation District has carefully reviewed your application for Natural Resource Information Report on the Timothy James property as applied for in Report #25-030-4691. Due to the amount of previously disturbed soils on the site, the SWCD finds that impact to natural resources from the proposed use is minimal for the purposes of the NRI report. A full Natural Resource Information Report will not be necessary.

No floodplain or wetlands were found on the site from office maps. Our wetland inventory is for informational and planning purposes only. Any proposed drainage work, in wet areas, requires a certified wetland delineation. If drainage work is to occur, please contact the Army Corps of Engineers and McHenry County Department of Planning & Development for permit information.

This letter fulfills your requirement to notify the SWCD of land use changes as per the Illinois Compiled State Statutes, Chapter 70, Par. 405/1 et seq. Illinois Revised Statutes, Ch. 5, Par 106 et seq. and the McHenry County Stormwater Ordinance. If you have any questions concerning this letter, feel free to call our office.

Sincerely,

Spring M. Duffey
Executive Director

cc. McHenry County Department of Planning and Development

Z25-0051

Project Name: Store More 365

Project Description: Request to have the property rezoned from B-1 to B-3.

Permit Type: MAP AMENDMENT

Site Address (Parcel) Owner Name: 7625 U.S. Hwy 14

Parcel Identification Number: 14-31-177-017

Site (Parcel) Address: 7625 US HWY 14 CRYSTAL LAKE, IL 60012

Number of Acres: 10.36

Site Address (Parcel) Owner Phone Number:

Site Address (Parcel) Owner Email Address:

Applicant Name (if other than owner): James, Timothy

Primary Contact: James, Timothy

Applicant Address: 7625 U.S. Hwy 14

Applicant Phone Number: [redacted]

Applicant Email Address: flowerwoodcl@gmail.com

May 16, 2025

McHenry County Dept. of Planning and Zoning
667 Ware Rd.
Woodstock, IL 60098

RE: Proposed Map Amendment
7625 U.S. Hwy 14
Crystal Lake IL 60012

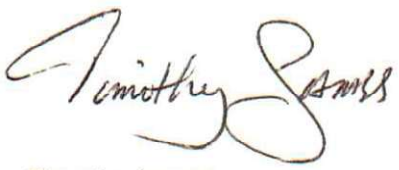
Pin# 14-31-177-012 and 14-31-177-017

To Whom It May Concern,

Please accept this letter as the Narrative portion of the Map Amendment Application for the above-listed parcel(s).

The property widely recognized as "Flowerwood" originally encompassed 27 acres located at the intersection of Route 14 and Route 176. In 2004, this land was divided, resulting in the sale of 10 acres at the southeast corner. The 10-acre plot continued to operate as a garden center, while the remaining 17 acres were left vacant. Both the 10 acres and the 17 acres were zoned B-1 until recently, when McHenry County approved a request to rezone the 17-acre parcel to B-3. We believe that since these two properties were initially part of a single parcel and are situated in the same area of unincorporated McHenry County, it makes sense for them to share the same zoning classification for consistency and continuity at that corner.

We are seeking a zoning change from B-1 to B-3 to align with the 17-acre property situated to the northwest. This adjustment aims to create uniformity, ensuring that the corner is maximally beneficial for all property owners. We aim to transform the old Flowerwood property into a more user-friendly space consistent with the previously mentioned 17 acres. We are exploring several options, all of which align with the B-3 zoning regulations, including self-storage.



Timothy James

[redacted]

Flowerwoodcl@gmail.com

Approval Standards for Map Amendments

(McHenry County Unified Development Ordinance §16.20.010E.1)

This form must be completed for requests for map amendment(s). Yes and No answers are insufficient, please provide a minimum of one (1) or two (2) sentence explanation. If there is insufficient room (650 character limit), please provide a separate response page.

1. Is the **proposed zoning designation** compatible with the existing uses and zoning designations of nearby properties?

   Yes the proposed zoning designation is compatible; the adjoining property (17-acres, Pin # 14-31-151-004) was recently changed to B-3 zoning.

2. To what extent is the value of the subject property diminished by the **existing zoning designation**?

   The existing zoning B-1 will not allow us to develop the property into a self-storage facility, A change to B-3 is needed to allow self-storage.

3. Is there a benefit to the health, safety, and welfare of the public under the **current zoning designation**?

   No, there is not a health, safety and welfare benefit of the public with the current zoning. The property buildings are currently being razed so the property will be vacant.

4. Is the property suitable for uses allowed under the **current zoning designation**?

   Yes, the property was suitable for the former garden center use, however, that business was closed down in 2020 and has remained non-operational for approximately 5 years.

5. How long has the property been vacant under the **current zoning designation**?

   Buildings are currently being removed so it will be vacant soon.

6. Is there a public need for the **proposed use** of the property?

   Absolutely there is a public need for the proposed use, self-storage continues to grow year after year with 11% of households now using self-storage. Also boat and RV parking is prohibited per most HOA's so storage is needed for those reasons as well.

7. Is the proposed use consistent with the McHenry County 2030 and Beyond Comprehensive Plan? If not, please explain how the plan designation is inappropriate for this property?

   Yes, we feel it is consistent and obviously McHenry County must feel the same way because the adjoining property, Pin # 14-31-151-004 was approved to change to B-3 zoning.

If the requested zoning classification is A-2 Agriculture District, then address the following (From McHenry County Unified Development Ordinance §16.36.020)

1. What is the current zoning of the subject property (note: only properties which are currently zoned A-1 Agriculture may be considered for A-2 Agriculture zoning)?

   A-1 Agriculture District

2. Excluding mobile homes, agricultural trailers, and agriculture employee housing, is there a residence on the property?

   ☐ Yes ☐ No

3. Is the area being reclassified part of more than one parcel?

   ☐ Yes ☐ No

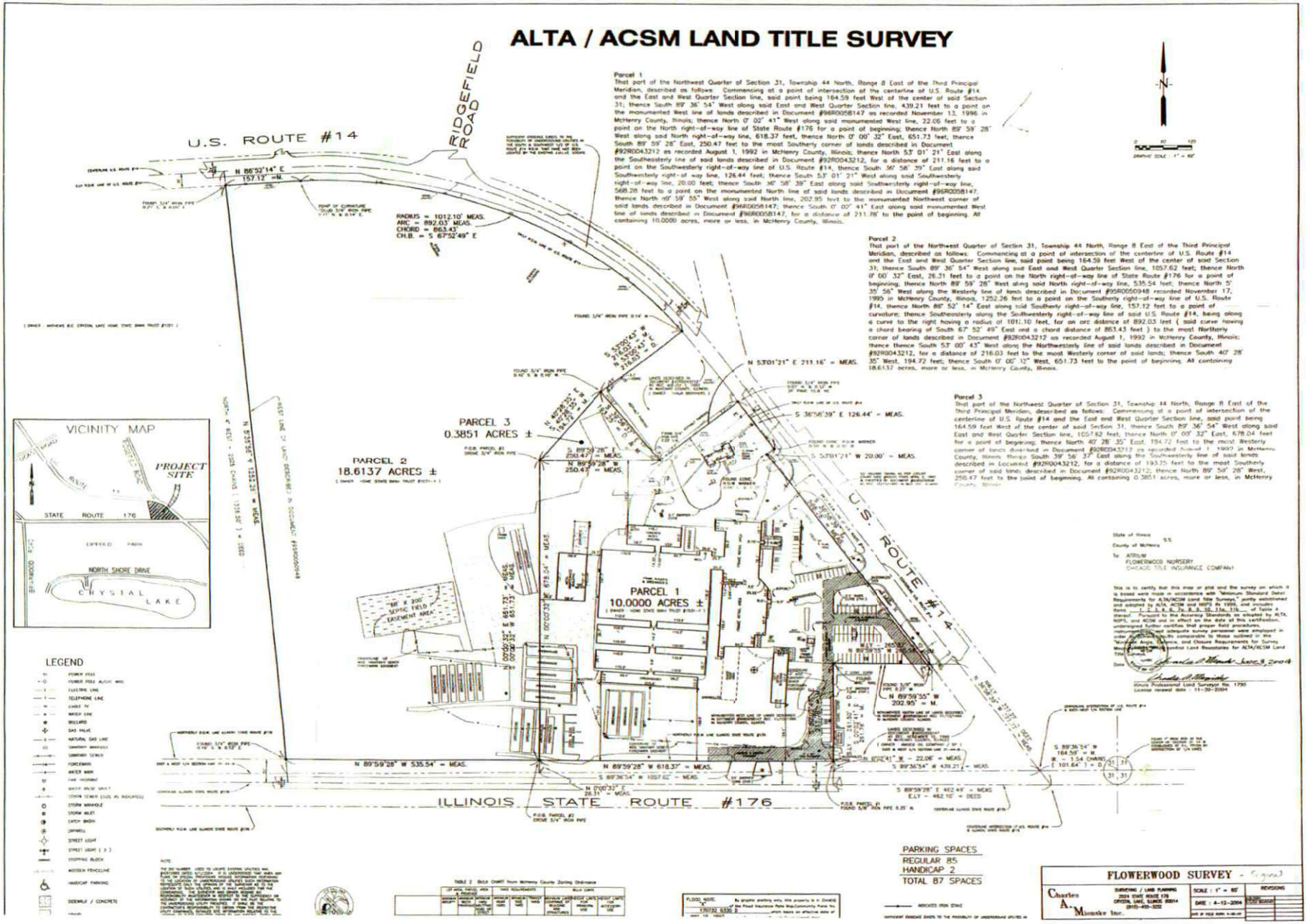
4. Which exemption from the Illinois Plat Act (765 ILCS 205/ et seq.) applies to this request?

   ☐ a. The division or subdivision of land into parcels or tracts of five (5) acres or more in size which does not involve any new streets or easements of access?

   ☐ b. The sale or exchange of parcels or tracts of land following the division into no more than two (2) parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access?

   ☐ c. The sale of a single lot of less than five (5) acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor, provided that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of property?

ALTA / ACSM LAND TITLE SURVEY



Parcel 1
That part of the Northwest Quarter of Section 31, Township 44 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at a point of intersection of the centerline of U.S. Route #14 and the East and West Quarter Section line, said point being 164.59 feet West of the center of said Section 31; thence South 89° 36' 54" West along said East and West Quarter Section line, 439.21 feet to a point on the monumented West line of lands described in Document #96R0058147 as recorded November 13, 1996 in McHenry County, Illinois; thence North 0° 00' 41" West along said monumented West line, 22.06 feet to a point on the North right-of-way line of State Route #176 for a point of beginning; thence North 89° 59' 28" West along said North right-of-way line, 618.37 feet, thence North 0° 00' 32" East, 651.73 feet, thence South 89° 59' 28" East, 250.47 feet to the most Southerly corner of lands described in Document #92R0043212 as recorded August 1, 1992 in McHenry County, Illinois; thence North 53° 01' 21" East along the Southeasterly line of said lands described in Document #92R0043212, for a distance of 211.16 feet to a point on the Southwesterly right-of-way line of U.S. Route #14, thence South 36° 58' 39" East along said Southwesterly right-of-way line, 126.44 feet; thence South 53° 01' 21" West along said Southwesterly right-of-way line, 20.00 feet; thence South 36° 58' 39" East along said Southwesterly right-of-way line, 568.28 feet to a point on the monumented North line of said lands described in Document #96R0058147; thence North 89° 59' 55" West along said North line, 202.95 feet to the monumented Northwest corner of said lands described in Document #96R0058147; thence South 0° 00' 41" East along said monumented West line of lands described in Document #96R0058147, for a distance of 211.78' to the point of beginning. All containing 10.0000 acres, more or less, in McHenry County, Illinois.

Parcel 2
That part of the Northwest Quarter of Section 31, Township 44 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at a point of intersection of the centerline of U.S. Route #14 and the East and West Quarter Section line, said point being 164.59 feet West of the center of said Section 31; thence South 89° 36' 54" West along said East and West Quarter Section line, 1057.62 feet; thence North 0° 00' 32" East, 26.31 feet to a point on the North right-of-way line of State Route #176 for a point of beginning; thence North 89° 59' 28" West along said North right-of-way line, 535.54 feet; thence North 5° 35' 56" West along the Westerly line of lands described in Document #95R0050948 recorded November 17, 1995 in McHenry County, Illinois, 1252.26 feet to a point on the Southerly right-of-way line of U.S. Route #14; thence North 86° 52' 14" East along said Southerly right-of-way line, 157.12 feet to a point of curvature; thence Southeasterly along the Southwesterly right-of-way line of said U.S. Route #14, being along a curve to the right having a radius of 1012.10 feet, for an arc distance of 892.03 feet (said curve having a chord bearing of South 67° 52' 49" East and a chord distance of 863.43 feet) to the most Northerly corner of lands described in Document #92R0043212 as recorded August 1, 1992 in McHenry County, Illinois; thence thence South 53° 01' 43" West along the Northwesterly line of said lands described in Document #92R0043212, for a distance of 216.03 feet to the most Westerly corner of said lands; thence South 40° 28' 35" West, 194.72 feet; thence South 0° 00' 32" West, 651.73 feet to the point of beginning. All containing 18.6137 acres, more or less, in McHenry County, Illinois.

Parcel 3
That part of the Northwest Quarter of Section 31, Township 44 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at a point of intersection of the centerline of U.S. Route #14 and the East and West Quarter Section line, said point being 164.59 feet West of the center of said Section 31; thence South 89° 36' 54" West along said East and West Quarter Section line, 1057.62 feet; thence North 0° 00' 32" East, 678.04 feet for a point of begening; thence North 40° 28' 35" East, 194.72 feet to the most Westerly corner of lands described in Document #92R0043212 as recorded August 1, 1992 in McHenry County, Illinois; thence South 39° 56' 37" East along the Southwesterly line of said lands described in Document #92R0043212, for a distance of 193.75 feet to the most Southerly corner of said lands described in Document #92R0043212; thence North 89° 59' 28" West, 256.47 feet to the point of beginning. All containing 0.3851 acres, more or less, in McHenry County, Illinois.

State of Illinois
County of McHenry } ss

To: ATRIUM
FLOWERWOOD NURSERY
CHICAGO TITLE INSURANCE COMPANY

This is to certify that this map or plat and the survey on which it is based were made in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPS in 1999, and includes Items 1, 2, 3, 4, 6, 7a, 8, 9, 10, 11a, 11b, ___ of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA, NSPS, and ACSM and in effect on the date of this certification, undersigned further certifies that proper field procedures, instruments, and adequate survey personnel were employed in order to achieve results comparable to those outlined in the "Minimum Angle, Distance, and Closure Requirements for Survey Monuments Controlling the Boundaries of Land Subdivisions for ALTA/ACSM Land Title Surveys."

Dated: June 9, 2004

Illinois Professional Land Surveyor No. 1790
License renewal date : 11-30-2004

McHENRY-LAKE COUNTY SOIL & WATER CONSERVATION DISTRICT

1648 S. Eastwood Dr. Woodstock, Illinois 60098 (815) 338-0444 ext. 3 www.mchenryswcd.org

May 7, 2025

Timothy James
7625 U.S. Hwy 14
Crystal Lake, IL 60012

Re: Parcel # 14-31-177-012 and 14-31-177-017
Common Location: 7625 U.S. Highway 14, Crystal Lake, IL
NRI# L25-030-4691
Zoning Change: B-1 to B-3

Dear Mr. James:

The McHenry-Lake County Soil and Water Conservation District has carefully reviewed your application for Natural Resource Information Report on the Timothy James property as applied for in Report #25-030-4691. Due to the amount of previously disturbed soils on the site, the SWCD finds that impact to natural resources from the proposed use is minimal for the purposes of the NRI report. A full Natural Resource Information Report will not be necessary.

No floodplain or wetlands were found on the site from office maps. Our wetland inventory is for informational and planning purposes only. Any proposed drainage work, in wet areas, requires a certified wetland delineation. If drainage work is to occur, please contact the Army Corps of Engineers and McHenry County Department of Planning & Development for permit information.

This letter fulfills your requirement to notify the SWCD of land use changes as per the Illinois Compiled State Statutes, Chapter 70, Par. 405/1 et seq. Illinois Revised Statutes, Ch. 5, Par 106 et seq. and the McHenry County Stormwater Ordinance. If you have any questions concerning this letter, feel free to call our office.

Sincerely,

Spring M. Duffey
Executive Director

cc. McHenry County Department of Planning and Development

Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: September 16, 2025

Item: Ground Lease Agreement – Pop's Corn Crib

City Council Discretion: A motion to adopt a Resolution authorizing the City Manager to execute a Ground Lease Agreement between the City of Crystal Lake and Noel Garcia d/b/a Pop's Corn Crib.

Staff Contact: Kathryn Cowlin, Director of Community Development
Nick Hammonds, Deputy City Manager

Background:

Pop's Corn Crib has operated in Downtown Crystal Lake since the 1960s serving popcorn, snacks and soft drinks. Pop's is privately owned and the ground space is leased from the City. The original letter of agreement between the City and Pop's was executed in 1980 for the current location. Ownership of the business has changed since the original agreement was executed, however, the agreement has not been assigned to the new owners. Each new owner has honored the terms of the original lease agreement.

New Lease Agreement:

The current owner of Pop's Corn Crib passed away in early 2025. Her husband has worked with City staff while searching for a new owner to purchase the business. Noel Garcia, owner and operator of Limonadaz, has submitted his intent to purchase the business and enter into a new ground lease agreement with the City. Limonadaz is a Chicagoland-based business serving handcrafted lemonades and limeades at festivals and music events. Mr. Garcia intends to operate Pop's Corn Crib in the same fashion as has been previously operated for decades, serving popcorn, soft drinks and snacks. Mr. Garcia has reviewed the proposed lease terms and has agreed to the terms as written.

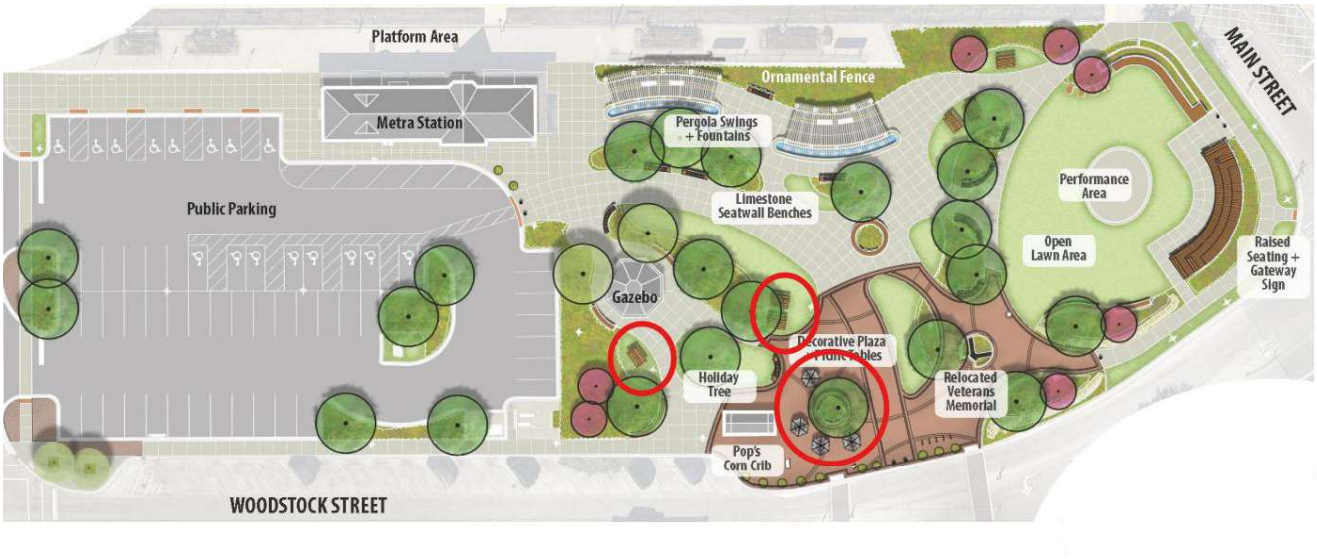
The original agreement in 1980 did not have an established term or renewal terms. The proposed lease uses standard legal language found in the City's lease agreements, which includes an initial term, optional renewal terms, monthly rent, and terms and conditions. The following table compares the proposed lease to the original lease.

	Original Lease	*Proposed New Lease*
Monthly Rent	$50	$50
Initial Term	None	Ten years
Renewal Terms	None	Optional five-year terms
Insurance Required	Yes	Yes

In order to have up-to-date terms, a new lease agreement is proposed that includes certain provisions from the original agreement and establishes the standard legal language used by the City. The City has executed a similar lease agreement with Breaking Bread at the Depot Train Station.

The new lease will include provisions for the City to enforce terms and conditions, including:

-Aesthetic standards for the building.
-Maintenance standards.
-Terms stipulating conditions for assignment of the lease agreement.
-Conditions for the City and lessee to execute an optional extension.
-Lessee required to perform litter clean up and clean off tables in the new Depot Park.
-Requirement that at the termination of the lease, the lessee shall remove the building and cap off utilities or, at the election of the City, execute all documents necessary to turn over ownership of the building to the City.
-The term of the lease will be for ten (10) years with the option of four (4) successive five-year extension terms unless either party given notice of non-renewal 6 months prior to the expiration of the current term.



Mr. Garcia has indicated his availability to attend the City Council meeting to discuss his background and intended use of the space.

Recommendation:

It is staff's recommendation to approve a ground lease agreement with Noel Garcia d/b/a Pop's Corn Crib for ten years, with four optional five-year extensions. The lease agreement includes the City's standard language for leases on City property. City legal counsel has reviewed and approved of the agreement language.

Votes Required to Pass:

Simple majority vote of the City Council.

DRAFT

Res. 25R-___

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE entered into an Agreement with Harold Hughes d/b/a Pop's Corn Crib on September 10, 1980 to allow the operation of a popcorn, snack, and soft drink stand on City property; and

WHEREAS ownership of Pop's Corn Crib has changed over time; and

WHEREAS the terms of the 1980 Agreement have been honored by subsequent owners; and

WHEREAS the current owners of Pop's Corn Crib desire to sell ownership of the business to Noel Garcia d/b/a Pop's Corn Crib; and

WHEREAS the City and Noel Garcia d/b/a Pop's Corn Crib desire to enter into a Lease Agreement allowing the continued operation of Pop's Corn Crib on the City's Property.

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

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute a Lease Agreement with Noel Garcia d/b/a Pop's Corn through October 1, 2035, with four optional five-year extensions.

DATED this 16th day of September, 2025.

CITY OF CRYSTAL LAKE,
an Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL:
ATTEST:

_____
CITY CLERK

PASSED: September 16, 2025
APPROVED: September 16, 2025

City of Crystal Lake

August 27, 1980

Mr. Harold Hughes
Pop's Corn Crib, Inc.
54 Railroad Street
Crystal Lake, Il 60014

Dear Mr. Hughes:

Per our conversation, I have discussed with the City Attorney the use of the property on Williams Street at Woodstock Street for the Corn Crib. He suggested the easiest procedure would be merely a Letter of Agreement regarding the rental. I would offer this letter as the Letter of Agreement. The terms of the Agreement would be as follows:

In that you are paid up with the former owner of the property to September 1, 1980, we would suggest that beginning September 1st, and every month thereafter in which you use the property, the $50.00 per month be paid to the City each month that you occupy the property. As I have indicated, eventually Woodstock Street would be extended through to Main Street. However, we will attempt to provide space for your facility in the vicinity, if at all possible, subject to our arriving at mutually agreeable terms. If you agree to this arrangement for the month-to-month lease at $50.00 per month, please indicate by signing the bottom of this letter, keeping one copy for your files, and returning the original to me.

We would also require as part of this agreement that you indicate that you have insurance coverage that would hold the City, as the owner of the property, harmless for any damages or problems that might occur as the result of the operation of your business.

Should you have any questions concerning this matter, please feel free to contact me.

Thank you for your assistance in this regard.

Very truly yours,

Joseph J. Misurelli
City Manager

ACCEPTED BY:

Joseph J. Misurelli 9-3-80
City of Crystal Lake Date

JJM/sg

Harold Hughes 9/10/80
Harold Hughes Date
Pop's Corn Crib

Noel Garcia

60 W Terra Cotta Ave #283

Crystal Lake, IL 60014

[redacted]

City of Crystal Lake

100 W. Woodstock Street

Crystal Lake, IL 60014

Re: Letter of Intent to Purchase Pops Corn Crib

Dear Members of the City Council,

My name is Noel Garcia, and I am writing to formally express my intent to purchase Pops Corn Crib, located at 88 E. Woodstock Street. I am deeply committed to preserving the unique charm and nostalgic presence that Pops Corn Crib has brought to Crystal Lake over the years.

It is my intent not only to carry on the established Pops Corn Crib name, but also to maintain the iconic look and feel that residents and visitors alike have come to love. I recognize the important place this establishment holds in the community and am dedicated to ensuring that its traditions continue while also investing in its future.

I respectfully seek the City's support and cooperation in moving forward with this purchase, including the continuation of the land lease and any necessary approvals. I look forward to working together to preserve this local treasure while continuing to make it a welcoming part of Crystal Lake's downtown experience.

Thank you for your time and consideration. I would be honored to discuss this further at your convenience.

Sincerely,

Noel Garcia

DRAFT

GROUND LEASE AGREEMENT BEWTWEEN
THE CITY OF CRYSTAL LAKE
AND POP'S CORN CRIB, LLC

DATE OF LEASE _____	TERM OF LEASE Begin on the date of Lessee receipt of the Lessor Approvals (the **"Commencement Date")** which will end on the tenth anniversary of said Commencement Date, which term shall automatically be extended for up to four successive five 5 year periods, unless at least six (6) months prior to the end of the then applicable term, Lessee or Lessor delivers written notice of nonrenewal to the other party Lessor, in which case this Lease shall not be so extended and shall expire at the end of said otherwise applicable term.
MONTHLY RENT: $50.00	
LOCATION OF PREMISES	
88 E. Woodstock Street, Crystal Lake, IL 60014.	
PURPOSE	
Food Shop, Non-Alcoholic Beverages, Newspaper Stand, and General Merchandise.	

LESSEE

Name: Pop's Corn Crib

Address: 88 E. Woodstock Street

City: Crystal Lake, IL 60014

LESSOR

Name: City of Crystal Lake

Address: 100 W. Woodstock Street

City: Crystal Lake, IL 60014

Premises: The parcel of land upon which is currently situated the Pop's Corn Crib Building (the "Building") , said parcel measuring approximately 15' by 20' and commonly known as 88 E. Woodstock Avenue, Crystal Lake, Illinois and further depicted in Exhibit A , attached hereto. Premises may also be described as the "Leased Property"

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the Premises described designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

LEASE COVENANTS AND AGREEMENTS

1. RENT. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this Lease, at Lessor's address stated above or such other address as Lessor may designate in writing.

2. COMPLIANCE WITH LEASE AGREEMENT. Lessee acknowledges and shall comply with the terms of the lease agreement between the Lessee and the City of Crystal Lake.

3. WATER, GAS, AND ELECTRIC CHARGES. Lessee will pay, in addition to the rent above specified for the Building , all water rents, gas, phone and electric light and power bills taxed, levied or charged on the entire Building, for and during the time for which this Lease is granted, and in case said water rents and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the entire Building in a clean and healthy condition, as herein specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

4. SUBLETTING; ASSIGNMENT. The Premises shall not be sublet in whole or in part to any person other than Lessee, and Lessee shall not assign this Lease without, in each case, the consent in writing of Lessor first had and obtained; nor permit to take place by any act or default of himself or any person within their control any transfer by operation of law of Lessee's interest created hereby; nor offer for lease or Lease the Premises, nor any portion thereof, by placing notices or signs of "To Let," or any other similar sign or notice in any place, nor by advertising the same in any newspaper or place or manner whatsoever without, in each case, the consent in writing of Lessor first had and obtained. If Lessee, or anyone or more of the Lessees, if there be more than one, shall make an assignment for the benefit of creditors, or shall be adjudged as bankrupt, Lessor may terminate this Lease, and in such event Lessee shall at once pay Lessor a sum of money equal to the entire amount of rent reserved by this Lease for the then unexpired portion of the term hereby created, as liquidated damages.

5. LESSEE NOT TO MISUSE. Lessee will not permit any unlawful or immoral practice, with their knowledge or consent, to be committed or carried on in the Premises by themself or by any other person. Lessee will not allow the Premises to be used for any purpose that will significantly increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Lessor first had and obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are apart. Lessee agrees to conform with all applicable ordinances, codes or other laws of the City, County or other governmental entity.

6. CONDITION ON POSSESSION. Lessee has examined and knows the condition of the Premises Building and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Building, have been made by Lessor or their agent prior to or at the execution of this Lease that are not herein expressed. Lessee shall be responsible for any additional design or construction beyond what is provided. Any construction will require the approval of Lessor.

7. REPAIRS AND MAINTENANCE Lessee, as owner of the Building shall be solely responsible for all maintenance, repair and/or replacement of the Building and appurtenances thereto and shall provide all custodial services and keep the Building and appurtenances thereto in a clean, slightly, healthy condition, and in good repair, all at their own expense, including but not limited to the interior and exterior of the building, and all plumbing, electrical lighting serving the Building. In the event that the Lessor shall elect to retain the Building at the termination of the Lease pursuant to Section 16 of this Lease, Lessee, shall tender the Building back to Lessor upon the termination of this Lease, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness, repair, and sightliness as at the date of the execution hereof, reasonable wear and tear excepted. If, however, the Building shall not thus be kept in good repair and in a clean, slightly, and healthy condition by Lessee, as aforesaid, Lessor may enter the same, itself or by its agents, servants or employees, without such entering causing or constituting a termination of this Lease or an interference with the possession of the Building by Lessee, and Lessor may replace the same in the same condition of repair, sightliness, healthiness and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus repairing the Building in that condition; Lessee shall not cause or permit any waste, misuse or neglect of the water, gas or electric fixtures.

8. ACCESS TO PREMISES. Lessee shall allow Lessor or any person authorized by Lessor free access to the Premises, including the Building situated thereon for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Lessor may see fit to make, and Lessee will not interfere with the same.

9. INDEMNITY. To the fullest extent permitted by law, Lessee agrees to protect, indemnify, defend and forever hold harmless the Lessor and their directors, employees, agents, licensees, successors and assigns against and from, and to assume all liability and expense, including court costs and attorneys' fees, for death or injury to any person or persons and all loss, damage or destruction to any property caused by, attributable to or resulting from Lessee's management, operation and maintenance of the Premises or use of the Premises; Lessee's negligence or failure of Lessee to comply with the provisions of this Agreement.

10. INSURANCE. Lessee shall maintain insurance in amounts and forms satisfactory to Lessor and according to the terms of the Lease Agreement throughout the Use Term covering the Premises, including the Building, through the purchase of conventional insurance policies. Such policies of insurance or self-insurance shall include comprehensive general public liability, fire insurance, automobile, property damage and worker's compensation coverage covering the Premises, including the Building thereon. To the extent permitted by law, said insurance shall show the Lessor as additional insured and shall be endorsed to assume the contractual obligations as set forth in this Agreement. A duplicate copy of such insurance policy or a certificate of insurance and signed copy of a report showing established insurable value shall be furnished to Lessor and must show on the insurance policy or the certificate of insurance

that Lessor will be properly notified in writing at least thirty (30) days prior to any modification or cancellation of such policy.

11. COOPERATION IN PROVIDING FOR ORDERLY HANDLING OF TAX STATUS OF LEASED PROPERTY. Lessee acknowledges that Lessor, as the record owner of the Premises has and will continue to have the obligation to submit such necessary forms and materials on an annual basis, as are required by law, to the Assessor of McHenry County concerning the tax-exempt status of the Premises and may, from time to time, be obligated to submit materials, applications and other forms or submissions to the Illinois Department of Revenue, the Assessor of McHenry County, the Treasurer of McHenry County, the Board of Tax Appeals of McHenry County, or such other or successor agencies or offices as may be created by law, in order to provide for the maintenance of the tax-exempt status of the Leased Property or, upon the termination of the tax-exempt status of all or a portion of the Leased Property, the orderly assessment and payment of taxes. Lessee agrees to reasonably cooperate, to execute and properly file any and all supplementary documents on a timely basis, and to take all additional reasonable actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Section, following Lessor's written request therefor.

12. RESPONSIBILITY FOR TAXES. Lessee shall be solely responsible for and shall timely pay all personal property taxes levied and assessed, if any, against it or its personal property. Unless otherwise segregated Lessor shall be solely responsible for and shall timely pay all real estate, special assessments or similar taxes relating to the Premises, including any improvements made by Lessee; provided, however, that if Lessor loses its current real estate tax exemption for the Premises and/or the Building thereon on account of this Lease, then Lessee shall reimburse Lessor for real estate taxes which are payable during the term of this Lease solely with respect to the Leased Property Lessee shall timely pay all taxes levied and assessed, if any, against Lessee's leasehold interest under this Lease pursuant to law, including but not limited to35 ILCS 200/9-195. Such payment shall not negate Lessee's obligation to reimburse the Lessor for any real estate taxes assessed against Lessor in the event Lessor loses its tax exempt status for the Premises, including but not limited to the Building. At the request of either party, the other shall provide evidence of payment of taxes. Lessee shall bear the sole cost attributable to application(s) for tax division(s) or such other applications and appeals as may be occasioned by its use of the Leased Property. Lessee shall have the right to contest all taxes, assessments, charges, and impositions, and Lessor agrees to join in such contest, if required by law, and to permit the Lessee to proceed with the contest in Lessor's name, provided that the expense of the contest is borne by Lessee. If the Lessor initiates an action to contest taxes or other items the Lessee may join in such action provided that Lessee pays its own expenses of so· participating. Lessor shall, within fourteen (14) days of receipt of notice of any increase in taxes, assessments or other charges, send a copy of such notice by certified mail, return receipt requested, to Lessee. If Lessor fails to give Lessee such notice asset' forth above, Lessor shall incur no financial liability to Lessee by reason of such failure.

13. NON-LIABILITY OF LESSOR. Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any damage or injury to him or his property occasioned by the failure of Lessor to keep the Building in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Building of which they are a part, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the Building, or otherwise, nor for any such damage or injury done or occasioned by

the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission or negligence of co-Lessees or of other persons, occupants of the same Building of Lessor's agents or Lessor itself, all claims for any such damage or injury being hereby expressly waived by Lessee.

14. RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES). Lessee shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, except by Lessor or its agent, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the Premises or Building, or upon any of the appurtenances thereto, without in each case the written consent of Lessor first had and obtained; and shall not commit or suffer any waste in or about said premises; and shall make no changes or alterations in, on, or around the Premises or Building without the consent in writing of Lessor; and in case Lessee shall affix additional locks or bolts on doors or windows, or shall place in the Premises or Building lighting fixtures or any fixtures of any kind, without the consent of Lessor first had and obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, and without expense of removal or maintenance to Lessor. Lessor shall have the privilege of retaining the same if it desires. If it does not desire to retain the same, it may remove and store the same, and Lessee agrees to pay the expense of removal and storage thereof. The provisions of this paragraph shall not however apply to Lessee's trade fixtures, equipment and movable furniture.

15. FURNISHINGS. All personal property, furnishings, machinery, trade fixtures, and equipment which Lessee installs in the Building shall remain the property of the Lessee. Upon the termination or expiration of the Term, Lessee shall remove Lessee's property from the Building no later than the termination or expiration date. Any of Lessee's property not removed from the Building on the date the lease terminates or expires shall be deemed abandoned and shall become the property of Lessor. Lessor may possess and dispose of such property as it deems fit.

16. TERMINATION; HOLDING OVER. At the termination of this Lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefor to Lessor at the place of payment of rent. If Lessee retains possession of the Premises or any part thereof after the termination of this Lease by lapse of time or otherwise, then Lessor may at its option within thirty days after termination of the term serve written notice upon Lessee that such holding over constitutes either (a) renewal of this lease for one year, and from year to year thereafter, at double the rental (computed on an annual basis) specified in Section 1, or (b) creation of a month to month tenancy, upon the terms of this lease except at double the monthly rental specified in Section 1, or (c) creation of a tenancy at sufferance, at a rental of dollars per day, for the time Lessee remains in possession. If no such written notice is served then a tenancy at sufferance with rental as stated at (c) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmance of tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the covenants herein.

Further, upon termination of the Term by lapse of time or otherwise, Lessee shall remove the Building from the Premises and shall cap off all utilities, including but not limited to water and sewer connections, in accordance with applicable codes. unless the Lessor elects to retain the Building. The Lessor shall make this election, by sending written notice of such election to the Lessee no later than thirty (30) days

following the date of the termination of the Lease. In the event that the Lessor makes such an election, the Lessee shall execute all documents necessary to transfer ownership of the Building to the Lessor and turn over the Building to the Lessor in the condition required under the terms of this lease, ordinary wear and tear excepted. Such documents shall be tendered to the Lessor within thirty (30) days of mailing of the Lessor's notice of election to retain the Building.

17. LESSOR'S REMEDIES. If Lessee shall vacate or abandon the Premises or permit the same to remain vacant or unoccupied for a period of ten days, or in case of the non-payment of the rent reserved hereby, or any part thereof, or of the breach of any covenant in this Lease contained Lessee's right to the possession of the Premises thereupon shall terminate with or (to the extent permitted by law) without any notice or demand whatsoever, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the Premises; and if the Lessor so elects, but not otherwise, and with or without notice of such election or any notice or demand whatsoever, this Lease shall thereupon terminate, and upon the termination of Lessee's right of possession, as aforesaid, whether this Lease be terminated or not, Lessee agrees to surrender possession of the Premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever, and hereby grants to Lessor full and free license to enter into and upon the Premises or any part thereof, to take possession thereof with or (to the extent permitted by law) without process of law, and to expel and to remove Lessee or any other person who may be occupying the Premises or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and other persons as may reasonably be necessary, and Lessor may re-possess itself of the Premises as of his former estate, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this Lease contained, to be performed by Lessee. Lessee hereby waives all notice of any election made by Lessor hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demand whatsoever, of any and every nature, which may or shall be required by any statute of this state relating to forcible entry and detainer, or to Lessor and Lessee, or any other statute, or by the common law, during the term of this Lease or any extension thereof. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of Lessor's rights to act without notice or demand or of any other right hereby given Lessor, or as an election not to proceed under the provisions of this Lease.

18. RIGHT TO RELET. If Lessee's right to the possession of the Premises shall be terminated in any way, the Premises, or any part thereof, may, but need not (except as provided by Illinois statute), be relet by Lessor, for the account and benefit of Lessee, for such rent and upon such terms and to such person or persons and for such period or periods as may seem fit to the Lessor, but Lessor shall not be required to accept or receive any Lessee offered by Lessee, nor to do any act whatsoever or exercise any diligence whatsoever, in or about the procuring of any care or diligence by Lessor in the reletting thereof; and if a sufficient sum shall not be received from such reletting to satisfy the rent hereby reserved, after paying the expenses of reletting and collection, including commissions to agents, and including also expenses of redecorating. Lessee agrees to pay and satisfy all deficiency; but the acceptance of a Lessee by Lessor, in place of Lessee, shall not operate as a cancellation hereof, nor to release Lessee from the performance of any covenant, promise or agreement herein contained, and performance by any substituted Lessee by the payment of rent, or otherwise, shall constitute only satisfaction pro tanto of the obligations of Lessee arising hereunder. Upon termination, the Lessee shall be allowed to remove any possessions or equipment placed by Lessee.

19. COSTS AND FEES. Lessee shall pay upon demand all Lessor's costs, charges and expenses, including fees of attorneys, agents and others retained by Lessor, incurred in enforcing any of the obligations of Lessee under this Lease or in any litigation, negotiation or transaction in which Lessor shall, without Lessor's fault, become involved through or on account of this Lease.

20. LESSOR'S LIEN. Lessor shall have a first lien upon the interest of Lessee under this Lease, to secure the payment of all moneys due under this Lease, which lien may be foreclosed in equity at any time when money is overdue under this Lease; and the Lessor shall be entitled to name a receiver of said leasehold interest, to be appointed in any such foreclosure proceeding, who shall take possession of said premises and who may relet the same under the orders of the court appointing him.

21. REMOVAL OF OTHER LIENS. In event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove said lien within ten days after Lessor's notice to do so, Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.

22. REMEDIES NOT EXCLUSIVE. The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the Premises. The Lessor may collect and receive any rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

23. NOTICES. Notices may be served on either party, at the respective addresses given at the beginning of this Lease, either (a) by delivering or causing to be delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses in which event the notice shall be deemed, to have been served at the time the copy is mailed.

24. PARKING. Lessor shall reserve one parking space for Lessee within the commuter lot for exclusive use of Lessee. Lessor shall procure and place signage in an appropriate location for the exclusive use of Lessee.

25. MISCELLANEOUS.

(a) Provisions typed on this Lease and all riders attached to this Lease and signed by Lessor and Lessee are hereby made a part of this Lease.

(b) Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor, which may be necessary for the proper and orderly care of the building of which the Premises are a part.

(c) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

(d) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.
(e) The words "Lessor" and "Lessee" wherever used in this Lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed.
(f) Lessee shall be responsible for the payment of all real estate or other taxes assessed by reason of their use of the Premises.
(g) Lessee shall maintain insurance in amounts and forms satisfactory to Lessor as outlined in Exhibit B for proposal throughout the term of the lease including compensation, general public liability, property damage and workers' compensation coverage.
(h) Lessee shall perform daily litter clean-up in the vicinity of the Pop's Corn Crib structure and hand clean any chairs and table tops in the vicinity.

26. SEVERABILITY. If any clause, phrase, provision or portion of this Lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

LESSEE: Pop's Corn Crib, LLC

By: _____

Date: _____

LESSOR: City of Crystal Lake

By: _____
Eric T. Helm, City Manager

Date: _____

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AGREEMENT OF PERSONAL GUARANTY
ATTACHED TO AND MADE PART OF THE LEASE AGREEMENT
DATED _____ BETWEEN
CITY OF CRYSTAL LAKE AND
POP'S CORN CRIB ("CONCESSIONAIRE")

The undersigned "Guarantor," in consideration of the making of the foregoing Lease Agreement between CONCESSIONAIRE and CITY, does hereby unconditionally guarantee the payment of the rent by the CONCESSIONAIRE and the performance by CONCESSIONAIRE of all the financial duties and obligations under the Lease Agreement.

It is recognized and agreed that this Agreement of Guaranty by Guarantor is a substantial part of the consideration for the signing of the Lease Agreement by CITY and that the Lease Agreement would not have been signed by CITY without the agreement of Guarantor to sign this Guaranty Agreement.

Guarantor also agrees that CITY is not first required to enforce against CONCESSIONAIRE or any other person any liability, obligation or duty guaranteed by this Agreement before seeking enforcement thereof against Guarantor. A lawsuit may be brought and maintained against the Guarantor by CITY to enforce any liability, obligation or duty guaranteed by this Agreement without the necessity of joining the CONCESSIONAIRE or any other person in the lawsuit.

It is expressly agreed and understood that Guarantor additionally and unconditionally guarantees the performance under the Lease of Pop's Corn Crib at the Depot Park Property.

EXECUTED to be effective as of the ____ day of _____, 2025.

GUARANTOR:

_____

_____, Individually

ADDRESS: _____

_____

PHONE #:_____

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Exhibit B: Insurance

***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 EA ACC	$
						AUTO ONLY: 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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ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:
Name of Insured:
Policy Number:
Policy Period:
Endors. 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.

DRAFT

Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: September 16, 2025

Item: Amendment to the Concessionaire and Property Use Agreement with The Board House, LLC

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute an amendment to the Concessionaire and Property Use Agreement with The Board House LLC.

Staff Contacts: Nick Hammonds, Deputy City Manager
Ryan Oates, Assistant to the City Manager

Background:

The City entered into a Concessionaire and Use Agreement with the Alpine Accessories in 2015 for the operation of a Standup Paddleboard facility on the south lake at Three Oaks. The agreement allowed for an initial ten-year term expiring on March 31, 2025, and two additional extensions of five-years each through March 2035. On November 1, 2024, the City Council authorized the assignment of the agreement to The Board House, LLC and authorized the first five-year extension period through March 31, 2030. The Board House currently has one remaining five-extension through March 31, 2035. The Board House submitted a letter requesting an extension of the agreement for an additional twenty-years through March 31, 2055. The Board House has stated their interest in securing a long-term commitment with the City to provide financial stability for the operation.

In March of 2025, the City authorized a similar twenty-year extension with the Quarry Cable Park through 2055. The following sections summarize the proposed amendments and clarifications to the agreement.

Notable Agreement Terms:

Section 2.03 Renewal Term

The initial ten-year term expired on March 31, 2025. The original agreement allows for two extensions of five years through March 2035. On November 1, 2024, the City Council authorized the first five-year extension through March 31, 2030. The Board House is requesting that in addition to the remaining five-year extension (through March, 2035) that they be allowed an additional four five-year extension options through 2055. Under the terms of Section 2.03. The City may reject any renewal term request for the following reasons:

(i) Concessionaire's failure to meet the agreement requirements, **including noncompliance with the renewal procedures provided in this Section**; or
(ii) **Concessionaire's** failure to correct identified public safety concerns; or
(iii) City's need to utilize the Designated Premises for a substantial public purpose, and for which no alternative location is available to the City to satisfy the identified public purpose.

Section 3.01 Rent
The City proposes to maintain the current fee structure of 20% of gross revenues from lesson fees and 5% of merchandise sold. As a comparison, the City currently receives 9.5% of gross revenues from the Cottage on the Beach and 5% rent from the Quarry Cable Park. The Quarry Cable Park has a minimum rent of $35,000 that increases with each additional renewal term according to a schedule.

Additional Renewal Term 1: May 1, 2025 – April 30, 2030
Additional Renewal Term 2: May 1, 2030 – April 30, 2035
Additional Renewal Term 3: May 1, 2035 – April 30, 2040
Additional Renewal Term 4: May 1, 2040 – April 30, 2045
Additional Renewal Term 5: May 1, 2045 – April 30, 2050
Additional Renewal Term 6: May 1, 2050 – April 30, 2055

Yearly Gross Revenues from 2022 to 2025:

Year	Board House	Quarry Cable Park**	Cottage on the Beach
2022	$16,064.38	$45,268.52	$7,683.19
2023	$21,339.90	$48,014.38	$6,174.77
2024	$17,442.67	$43,906.11	$6,787.30
2025*	$16,860.49	-	$7,951.26

*as of September 6, 2025.
** 2025 Quarry Revenues will be received in February of 2026.

Recommendation
It is staff's recommendation to approve the second agreement amendment with The Board House, LLC. City Special Legal Counsel has reviewed and approved the second agreement amendment.

Votes Required to Pass:
Simple majority

Ord. No. ____
File No. ____

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The City of Crystal Lake Illinois

AN ORDINANCE APPROVING SECOND AMENDMENT TO THE CONCESSIONAIRE AND PROPERTY USE AGREEMENT (THE BOARD HOUSE LLC)

WHEREAS, the City of Crystal Lake ("***City***") is a home rule unit of government and, pursuant to the provisions of Article VII, Section 6(a) of the Illinois Constitution may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City and Alpine Accessories, Inc. ("***Alpine Accessories***") previously entered into that certain Concessionaire and Property Use Agreement dated March 18, 2015, (the agreement, as amended, is hereinafter referred to as the "***Agreement***") relating to the installation and operation of a standup paddleboard facility in the Three Oaks Recreation Area; and

WHEREAS, On October 16, 2024 Alpine Accessories assigned the Agreement to The Board House LLC ("***The Board House***"); and

WHEREAS, On November 1, 2024 the City Council approved a five-year extension to The Board House expiring on March 31, 2030; and

WHEREAS, the Concessionaire and City desire to amend the Agreement to provide the option to extend the term of the Agreement by four additional five-year terms, ("***Second Amendment***"); and

WHEREAS, the Mayor and City Council have found and determined that it is in the best interest of the City and its residents to approve the Second Amendment as hereinafter set forth;

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

Section One: Recitals. The foregoing recitals are incorporated herein as findings of the Mayor and City Council.

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Section Two: Approval and Authorization of the Second Amendment. Pursuant to the City's home rule powers; and other applicable law, the Mayor and City Council hereby approves the Second Amendment in substantially the form attached hereto as **Exhibit A**, and the City Manager is hereby authorized and directed to execute such Second Amendment on behalf of the City, subject to such modifications as the City Manager finds (in consultation with the City Attorney) to be consistent with the intent and purposes of Exhibit A hereto.

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

AYES:

NAYS:

ABSENT:

PASSED this ___ day of _____, 2025.

APPROVED by me this ____ day of _____, 2025.

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
CITY CLERK

Exhibit A
Second Amendment



DRAFT

SECOND AMENDMENT TO THE CONCESSIONAIRE AND USE AGREEMENT BETWEEN THE BOARD HOUSE, LLC AND THE CITY OF CRYSTAL LAKE

This Second Amendment to the Concessionaire and Use Agreement for Three Oaks Recreation Area standup paddleboard operations, between the City of Crystal Lake and Alpine Accessories, Inc., dated March 17, 2015 and assigned to The Board House, LLC on October 15, 2024 and Amended on November 1, 2025 is made and entered into this _____ day of _____, 2025 between the City of Crystal Lake, 100 W. Woodstock Street, Crystal Lake, IL 60014, an Illinois municipal corporation, (hereinafter referred to as the "City"), and The Board House, LLC, an Illinois Limited Liability Company, hereinafter referred to as "The Board House").

WHEREAS, the CITY OF CRYSTAL LAKE entered into a Concessionaire and Use Agreement with Alpine Accessories ("Alpine") on March 17, 2015 for the operation of a standup paddleboard facility on the South Lake of the Three Oaks Recreation Area (the "Agreement"); and

WHERAS, Section 2.03 of the Agreement allowed Alpine to extend the initial ten-year term of the agreement for up to two Renewal Terms of five years each.

WHEREAS, on October 15, 2024, the City Council authorized the assignment of the Agreement from Alpine Accessories to The Board House LLC (the "Assignment Agreement"); and

WHEREAS, the initial ten-year term of the Agreement expired on March 31, 2025 (the "Initial Term"); and

WHEREAS, on November 1, 2024, the City Council authorized an amendment to the Agreement (the "Amendment") approving the exercise of the first five-year Renewal Term in order to extend the Initial Term of the Agreement for an additional five-year period through March 31, 2030, the "Initial Extension"); and

WHEREAS, following the expiration of the Initial Extension, The Board House will still have the option for one additional five-year extension, through March 31, 2035 (the "Second Extension"); and

WHEREAS, the City and The Board House desire to amend the Agreement in order to allow The Board House to extend the Current Term for up to four (4) additional periods of five (5) years each following the expiration of the Second Extension (each additional term being called a "Renewal Term"), in accordance with and subject to the terms and conditions of Section 2.03 of the Agreement.

NOW THEREFORE, it is hereby agreed between the City of Crystal Lake and the Board House, that the Agreement is amended as follows:

1. The Board House may extend the Current Term for up to four (4) additional Renewal Terms, following the expiration of the Second Extension in accordance with and subject to the terms and conditions of Section 2.03 of the Agreement.
2. Except as otherwise modified herein, the Agreement dated March 17, 2015, the Assignment Agreement dated October 15, 2024, and the Amendment dated November 1,

DRAFT

2024, including all exhibits incorporated and adopted by reference therein, shall remain in full force and effect. To the extent that a conflict exists between the aforementioned documents and this Second Amendment, the terms of this Second Amendment shall control.

IN WITNESS WHEREOF, the parties' authorized representatives have executed this Agreement as of the dates set forth below.

CITY OF CRYSTAL LAKE

By: _____

Printed Name: Eric T. Helm

Title: City Manager

Date: _____

THE BOARD HOUSE, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: September 16, 2025

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Request: Variation to allow construction of a six-foot privacy fence extending 32 feet into the required 50-foot setback for a rear yard abutting a street

Applicant: Bryan Bellah, Owner
1021 Mayhaw Drive

PZC Recommendation: To approve the Planning and Zoning Commission (PZC) recommendation and adopt an Ordinance granting a Variation at 1021 Mayhaw Drive

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

Background:

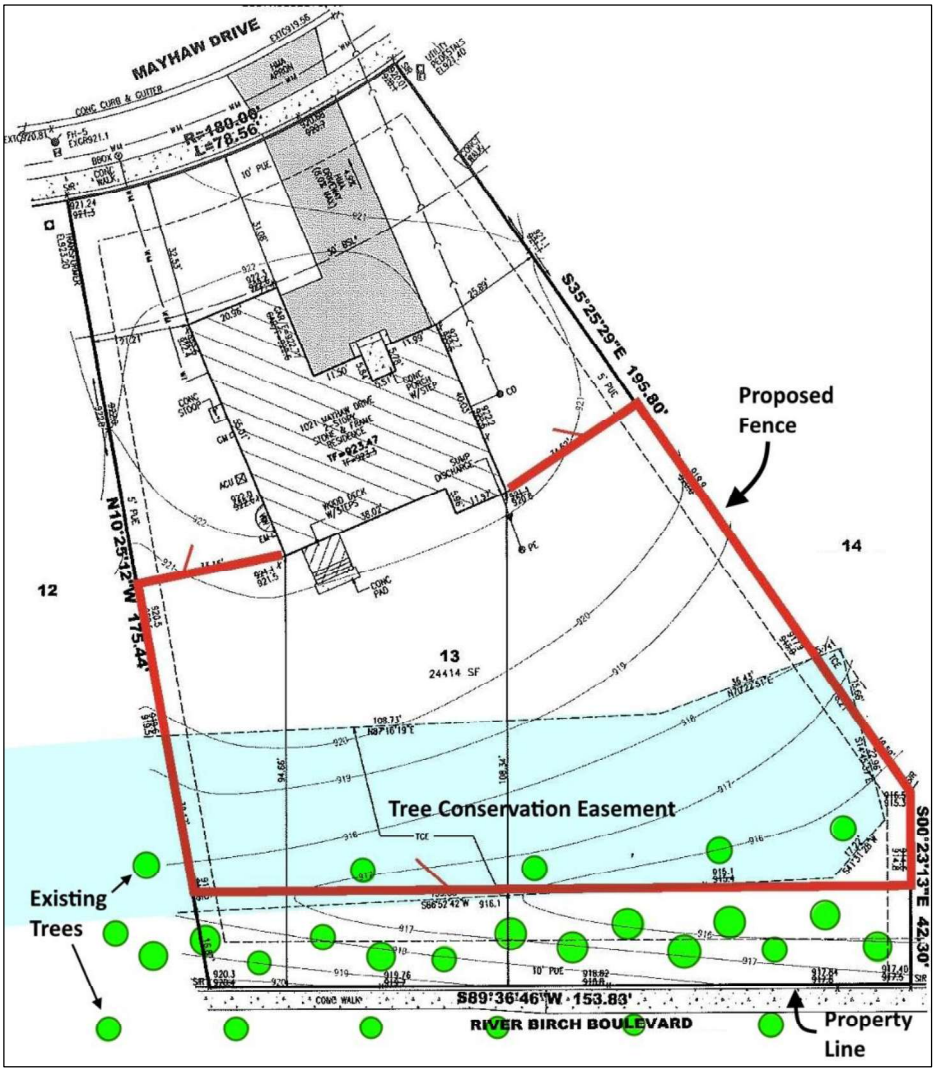
- Request: The petitioner is requesting a variation to allow construction of a six-foot privacy fence extending 32 feet into the required 50-foot setback for a rear yard abutting a street.
- Tree Conservation Easement: The property contains a recorded tree conservation easement, within which all trees must be preserved. Some of the fence is proposed within this easement, but no trees are to be removed.
- Land Use: The land use map shows the area as Estate Residential. This is an appropriate land use designation for the current use of the property.
- Zoning: The site is zoned "R-E PUD" Single-Family Residential. This is the appropriate zoning for the current uses on the property.

PZC Highlights:

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

- The petitioner presented to the commission the request to construct a six-foot privacy fence in a rear yard abutting a street. He stated that the requested fence was necessary to provide safety and privacy for his small children and dog in a rear yard that fronts a street. He added that drainage on the property would not be affected and existing trees would remain.

- The commission asked the petitioner about what he would do if the variation was not approved, or if the commission conditioned approval on staying out of the recorded tree conservation easement on the property. The petitioner stated that, in that instance, he would likely not install any fence.
- One neighbor had questions about the tree conservation easement and whether it was relevant given the City's Tree Preservation Ordinance. Ms. Maxwell responded that single-family lots under three acres are exempt from the ordinance.
- The commissioners were split on their support for the petition. A majority found that it met the Findings of Fact, but some believed that it did not—citing a negative impact to neighborhood character and encroachment into the tree conservation easement.



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

1. Fence application and installation shall be consistent with the information and testimony provided by the petitioner in the hearing and the following provided documents:
    A. Application (Bellah, 5/20/25)

B. Site Plan (Bellah, 8/1925)
C. Work Estimate (Aronson Fence, 5/20/25)

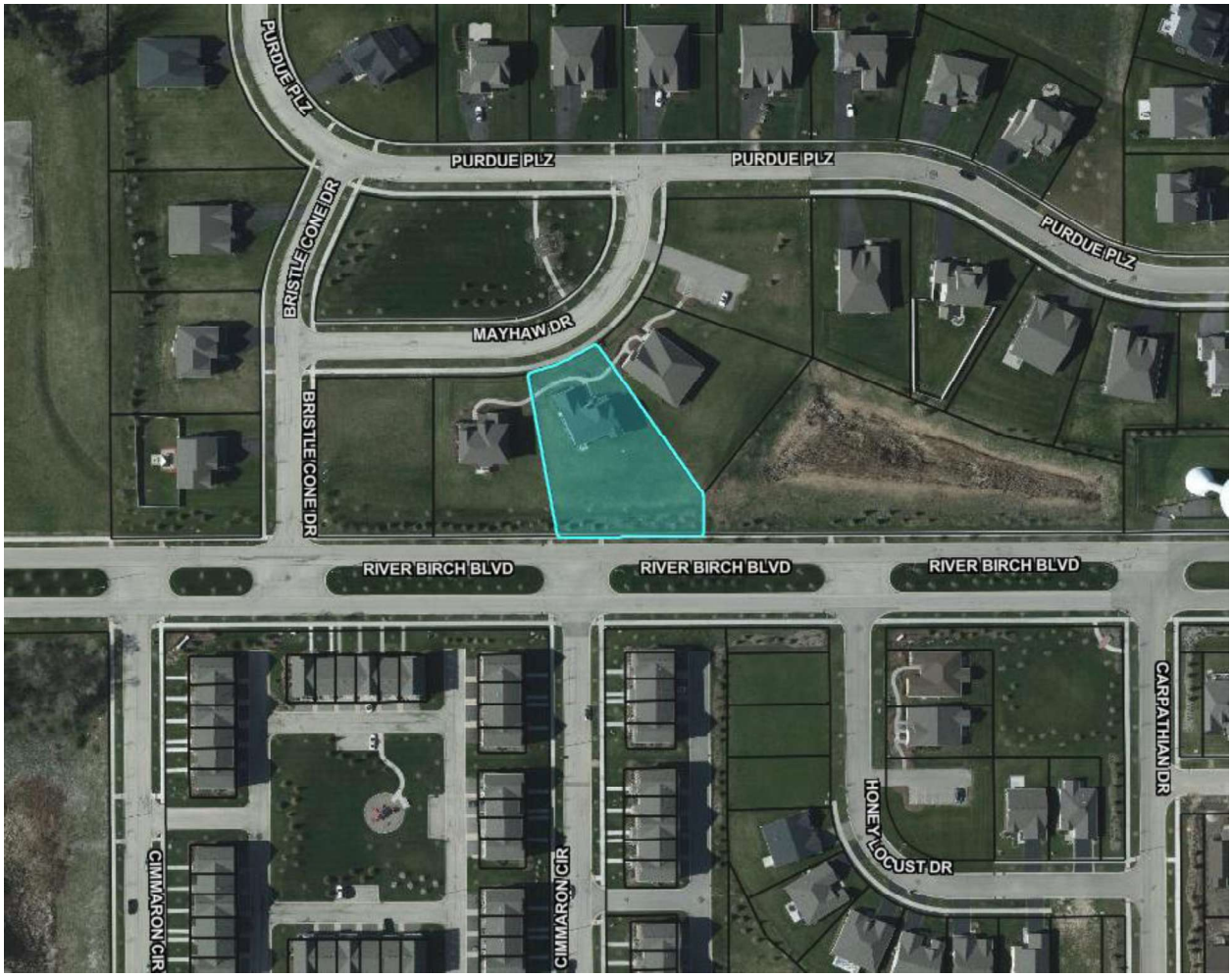
2. Comply with the requirements of Section 4-700B (Fences, walls and screening), except as provided for under this variation.

3. The petitioner shall address all review comments and requirements of the departments of Community Development and Public Works & Engineering.

Votes Required to Pass: A simple majority vote

Parcel in Question

1021 Mayhaw Drive



DRAFT

Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A SIMPLIFIED RESIDENTIAL ZONING VARIATION TO ALLOW A SIX-FOOT PRIVACY FENCE TO ENCROACH THIRTY-TWO FEET INTO THE REQUIRED FIFTY-FOOT SETBACK FOR A REAR YARD ABUTTING A STREET AT 1021 MAYHAW DRIVE

WHEREAS, Bryan Bellah has filed a Petition (File #PLN-2025-133) to allow construction of a six-foot privacy fence extending 32 feet into the required 50-foot setback for a rear yard abutting a street at 1021 Mayhaw Drive, Crystal Lake, Illinois; and

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

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to all required noticing, including notice duly published on August 15, 2025 in the Northwest Herald, held a public hearing at 7:00 p.m., on September 3, 2025 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Petition; and

WHEREAS, on September 3, 2025, the Planning and Zoning Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as required by law and recommended to the Mayor and City Council of the City of Crystal Lake that the proposed Variation be approved, as documented in the minutes; and

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

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

Section I: That a Variation to allow construction of a six-foot privacy fence extending 32 feet into the required 50-foot setback for a rear yard abutting a street at 1021 Mayhaw Drive, Crystal Lake, Illinois is hereby approved, with the following conditions:

1. Fence application and installation shall be consistent with the information and testimony provided by the petitioner in the hearing and the following provided documents:
    A. Application (Bellah, 5/20/25)
    B. Site Plan (Bellah, 8/1925)
    C. Work Estimate (Aronson Fence, 5/20/25)

DRAFT

Ord. No.
File No.

2. Comply with the requirements of Section 4-700B (Fences, walls and screening), except as provided for under this variation.

3. The petitioner shall address all review comments and requirements of the departments of Community Development and Public Works & Engineering.

Section III: That the City Clerk be and is hereby directed to amend all pertinent records of the City of Crystal Lake to show the issuance of a 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 16th day of September, 2025.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
CITY CLERK

Passed: September 16, 2025
Approved: September 16, 2025

#2025-133
1021 Mayhaw Drive – Simplified Residential Zoning Variation
Project Review for Planning and Zoning Commission

Meeting Date: September 3, 2025

Requests: A variation to allow construction of a six-foot privacy fence extending 32 feet into the required 50-foot setback for a rear yard abutting a street.

Location: 1021 Mayhaw Drive

Acreage: 24,414 square feet

Existing Zoning: R-E PUD Single Family Residential

Surrounding Properties:

North:	R-E PUD Single Family Residential
South:	R-3B PUD Multifamily Residential
East:	R-E PUD Single Family Residential
West:	R-E PUD Single Family Residential

Staff Contact: Darrell Moore (815) 356-3612

Background:

- The property is a through lot containing a single-family residence that fronts Mayhaw Drive and backs up to River Birch Boulevard.
- Previous Approvals:
    - Preston Pines Subdivision: Approved in 2004, a single-family and townhome subdivision. The subdivision included an easement for tree conservation on various lots. The subject property has the tree conservation easement within the rear yard. The easement is approximately 30 feet in width. The original trees were removed due to poor quality and health and replanted, mostly south of the easement, with a mix of overstory and evergreen trees.
    - Woodlore Estates PUD: A resubdivision of the Preston Pines subdivision in 2018. The resubdivision changed the lot dimensions and layout for the majority of the subdivision. The subject property has the same dimensions from the Preston Pines approval.
    - The petitioner is the first owner of the property after it was used as a model home.

Development Analysis:

General

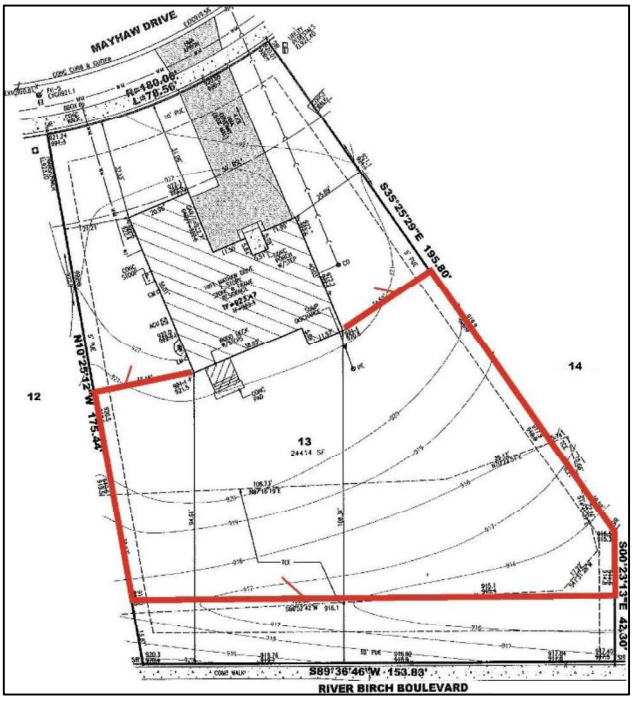
- Request: To allow construction of a six-foot privacy fence extending 32 feet into the required 50-foot setback for a rear yard abutting a street.

- The proposed fence is identified as Digger Specialties, Inc. Tri-Max II six-foot white vinyl privacy fencing.

- Zoning: The site is zoned R-E PUD Single Family Residential.
- Land Use: The land use map shows the area as Estate Residential.
- The petitioner states the basis for the variation stems from the lot having two frontages and that the rear 50-foot setback creates "an unusually shallow functional yard." The petitioner further states he is seeking "privacy comparable to neighboring Residential Estate zoned lots" and "the reasonable use of typical backyard amenities," which "preserves the drainage swale" and the row of trees along the rear of the property.
- An approximately 37-foot-wide tree conservation easement runs east-west through the middle of the property. The trees on the property cannot be removed.







Top: Property in question, one-foot contours, aerial 2022

Middle: Sample image of proposed fence type

Bottom: Site Plan (provided)

Next Page: Views of the property from the sidewalk and from the PIQ backyard, dashed line shows the approximate fence location





Findings of Fact:

ZONING ORDINANCE VARIATION
The petitioner is requesting a simplified residential zoning variation to allow construction of a six-foot privacy fence extending 32 feet into the required 50-foot setback for a rear yard abutting a street.

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

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

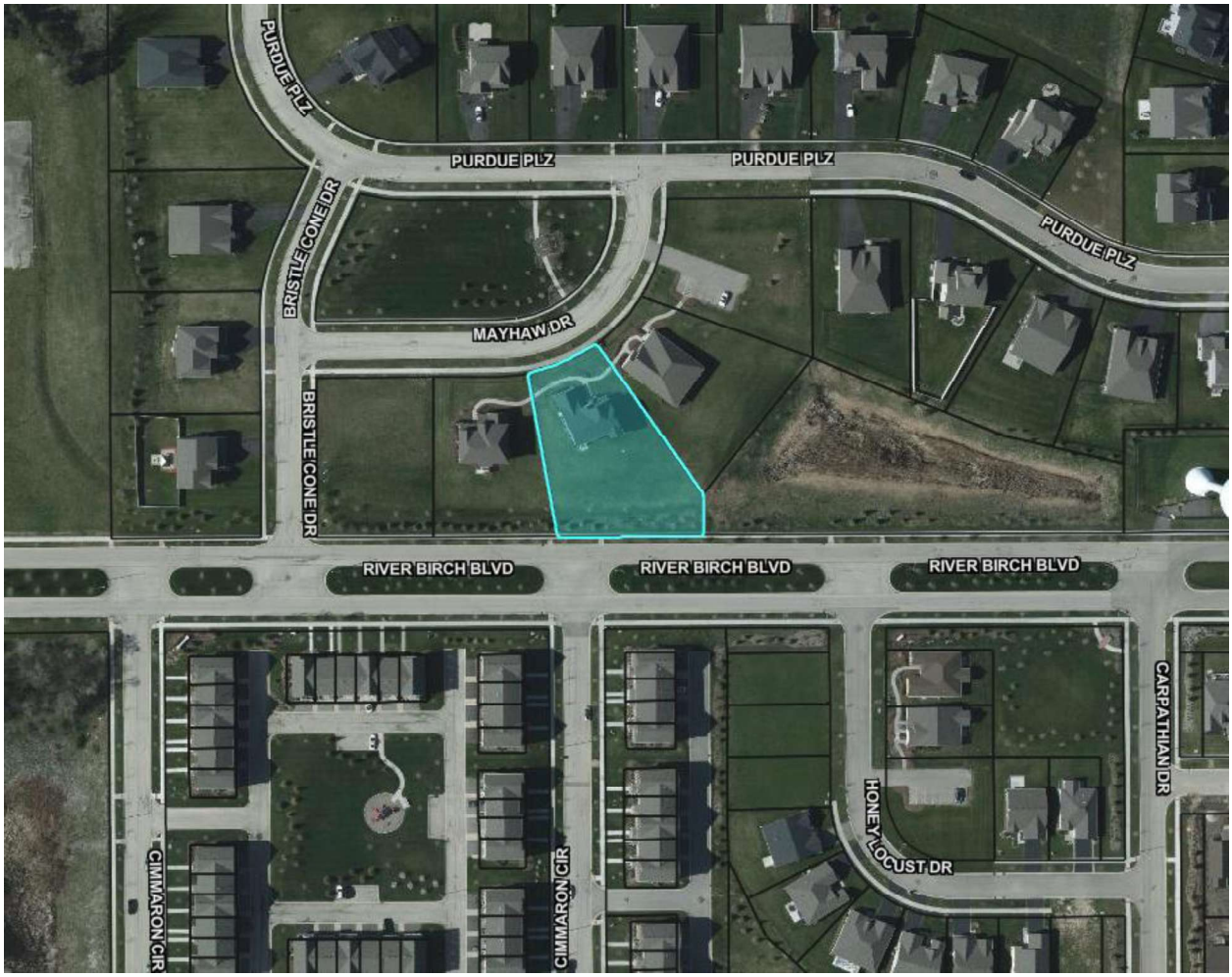
1. Fence application and installation shall be consistent with the information and testimony provided by the petitioner in the hearing and the following provided documents:
    A. Application (Bellah, 5/20/25)
    B. Site Plan (Bellah, 8/1925)
    C. Work Estimate (Aronson Fence, 5/20/25)

2. Comply with the requirements of Section 4-700B (Fences, walls and screening), except as provided for under this variation.

3. The petitioner shall address all review comments and requirements of the departments of Community Development and Public Works & Engineering.

Parcel in Question

1021 Mayhaw Drive



Application for Simplified Residential Variation

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

Project Name: _____

Date of Submission: _____

I. Applicant

Bryan Bellah

Name

1021 Mayhaw Dr

Street

Crystal Lake, IL 60012

City State Zip Code

[redacted] [redacted]

Telephone Number Fax Number E-mail address

II. Owner of Property (if different)

Name

Address Telephone Number

III. Project Data

1. a. Location/Address: 1021 Mayhaw Dr, Crystal Lake, IL 60014

   b. PIN #: 14-27-455-003

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:

Rear lot line abuts a street (River Birch Blvd), creating a rear street-yard condition uncommon for interior lots. A recorded tree-preservation/drainage easement and an existing swale further constrain the rear portion of the lot.

IS THE HARDSHIP SELF-CREATED?

No. The conditions arise from the lot's relationship to the public right-of-way and recorded easements, not from actions of the owner.

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

No. Most RE lots do not have double-frontage/rear-street conditions combined with a tree preservation easement and drainage swale.

WILL THE VARIATION ALTER THE ESSENTIAL CHARACTER OF THE LOCALITY?

No. A 6-ft vinyl privacy fence is a common residential accessory; the location respects drainage and easements and will be consistent in material and color with neighborhood fencing.

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

No. The fence maintains access/clearance for drainage maintenance, does not impede visibility for motorists on River Birch Blvd, and provides typical residential privacy and safety benefits.

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. The fence is a standard 6-ft residential installation with no impact on light/air to adjacent homes, no traffic or fire-safety implications, and no adverse effect on property values.

3. List any previous variations that are approved for this property: None known

IV. Signatures

Bryan Bellah 08/12/2025

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.

Bryan Bellah 08/12/2025

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.

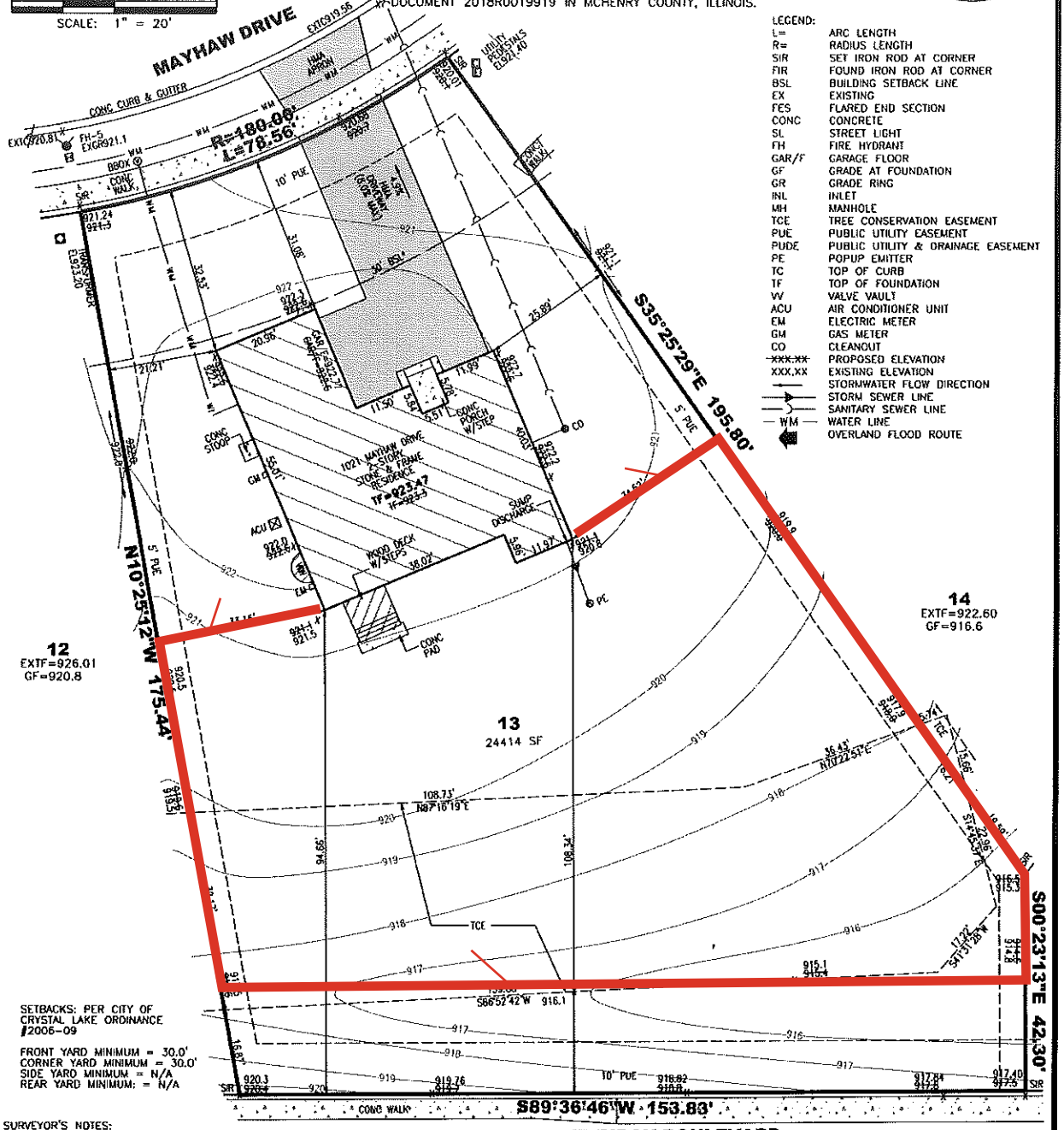
PLAT OF SURVEY

"RECORD GRADING PLAN"

LOT 13, IN PRESTON PINES – UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 44 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 22, 2007 AS DOCUMENT 2007R0035876, AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED JUNE 15, 2018 AS DOCUMENT 2018R0019919 IN MCHENRY COUNTY, ILLINOIS.

PROFESSIONAL LAND SURVEYOR
DALE A. GRAY
035-003057
ROSEMONT ILLINOIS
STATE OF ILLINOIS

20 10 0 20
SCALE: 1" = 20'



LEGEND:

L=	ARC LENGTH
R=	RADIUS LENGTH
SIR	SET IRON ROD AT CORNER
FIR	FOUND IRON ROD AT CORNER
BSL	BUILDING SETBACK LINE
EX	EXISTING
FES	FLARED END SECTION
CONC	CONCRETE
SL	STREET LIGHT
FH	FIRE HYDRANT
GAR/F	GARAGE FLOOR
GF	GRADE AT FOUNDATION
GR	GRADE RING
INL	INLET
MH	MANHOLE
TCE	TREE CONSERVATION EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PUDE	PUBLIC UTILITY & DRAINAGE EASEMENT
PE	POPUP EMITTER
TC	TOP OF CURB
TF	TOP OF FOUNDATION
VV	VALVE VAULT
ACU	AIR CONDITIONER UNIT
EM	ELECTRIC METER
GM	GAS METER
CO	CLEANOUT
XXX.XX	PROPOSED ELEVATION
XXX.XX	EXISTING ELEVATION
	STORMWATER FLOW DIRECTION
	STORM SEWER LINE
	SANITARY SEWER LINE
WM	WATER LINE
	OVERLAND FLOOD ROUTE

SETBACKS: PER CITY OF CRYSTAL LAKE ORDINANCE #2006-09

FRONT YARD MINIMUM = 30.0'
CORNER YARD MINIMUM = 30.0'
SIDE YARD MINIMUM = N/A
REAR YARD MINIMUM: = N/A

SURVEYOR'S NOTES:
1. THIS SURVEY IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
2. BUILDING DIMENSIONS AND TIES SHOWN HEREON ARE MEASURED FROM THE OUTSIDE FACE OF CONCRETE FOUNDATION.
3. SURVEY IS BASED ON FIELD WORK COMPLETED ON 04-03-25.
4. BEARINGS BASED ON ILLINOIS EAST STATE PLANE COORDINATE SYSTEM AND ARE IN THE SAME ANGULAR RELATIONSHIP AS THE RECORDED PLAT OF SUBDIVISION.

GENERAL NOTES:
1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. ONLY THOSE BUILDING LINE SETBACKS AND EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISIONS ARE SHOWN HERE ON. REFER TO THE DEED, TITLE INSURANCE POLICY AND LOCAL ORDINANCES FOR OTHER RESTRICTIONS.
3. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAT AND REPORT AND DISCREPANCIES TO THE SURVEYOR AT ONCE.
4. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENTS.
5. CERTIFIED COPIES OF THIS SURVEY BEAR AN IMPRESSED SEAL.

DEVELOPER:
CHRISTA BERISTAIN
LENNAR
1141 EAST MAIN STREET, SUITE 108
EAST DUNDEE, ILLINOIS 60118
P: 224-293-3100 F: 224-293-3101
EMAIL: CHRISTA.BERISTAIN@LENNAR.COM

SOURCE BENCHMARK NUNDA RM2:
BRASS DISC SET IN CONCRETE, 0.40 MILES SOUTH OF GRAY ROAD IN TREE GAP ALONG ABANDONED FENCE LINE.
ELEVATION = 852.47 (NAVD 88 DATUM)

SOURCE BENCHMARK #2: NUNDA NO 2 1954
BRASS DISK IN CONCRETE ABOUT 0.75 MILES EAST ALONG EDGE WOOD ROAD, TRENCH 0.1 NORTH ALONG RT. 31 39.5 FEET WEST OF CENTERLINE.
ELEVATION = 852.53 (NAVD 88 DATUM)

STATE OF ILLINOIS)SS
COUNTY OF COOK)

WE, MACKIE CONSULTANTS LLC, AN ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-002694, HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS PLAT REPRESENTS THE CONDITIONS FOUND AT THE TIME OF SAID SURVEY.

GIVEN UNDER MY HAND AND SEAL THIS 15TH DAY OF APRIL, 2025 IN ROSEMONT, ILLINOIS.

MACKIE CONSULTANTS LLC

DALE A. GRAY
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003057
LICENSE EXPIRES: NOVEMBER 30, 2026

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

DATE	DESCRIPTION	BY
07-09-18	REVISED GRADING	JJA
07-16-18	FOUNDATION LOCATION	AC
11-01-18	RECORD GRADING PLAN	JJA
05-23-18	REVISED PER COMMENTS	KMF
04-15-25	REVISED RECORD GRADING PLAN	AC

WOODLORE ESTATES
1021 MAYHAW DRIVE
CRYSTAL LAKE, ILLINOIS

DATE: 04-17-18 | DR BY: JJA | PROJ NO: 3144 | LOT NO: 13

4/15/2025 4:31:04 PM N:\3144\Surveys\Woodlore\3144-01.dgn

COPY

WARRANTY DEED
ILLINOIS STATUTORY
LIMITED LIABILITY COMPANY

Preparer File: AF1052024
FATIC No.: AF1052024

THE GRANTOR, **Slate Non-NC/Non-WA Property Owner, LLC A Delaware Limited Liability Company**, a limited liability company created and existing under and by virtue of the laws of the State of DE and duly authorized to transact business in the state of IL, for and in consideration of Ten and 00/100 Dollars, and other good and valuable consideration, in hand paid, and pursuant to authority given by the Managers of said limited liability company,
CONVEY(S) and WARRANT(S) to **Bryan Bellah and Kathrina Bellah**, husband and wife, , of 8110 Carriage Lane Spring Grove, IL 60081 of the County of McHenry, Not as Joint Tenants or Tenants in Common but as Tenants by the Entirety, the following described Real Estate situated in the County of McHenry in the State of Illinois, to wit:

Lot 13, in PRESTON PINES UNIT 1, being a subdivision in part of the Southeast Quarter of Section 27, Township 44 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded May 22, 2007 as Document 2007R0035876, in the office of the recorded of McHenry County Illinois

SUBJECT TO: Covenants, conditions and restrictions of record; General taxes for the year 2024 and subsequent years

Permanent Real Estate Index Number(s): 14-27-455-003

Address(es) of Real Estate: 1021 Mayhaw Drive
Crystal Lake, Illinois 60012

In Witness Whereof, said party of the first part has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by its Authorized Signatory, this:

13 day of May, 2025.

Northwest Herald

NORTHWEST HERALD

Publication Name:
Northwest Herald

Publication URL:
www.nwherald.com

Publication City and State:
Crystal Lake, IL

Publication County:
McHenry

Notice Popular Keyword Category:

Notice Keywords:
planning and zoning

Notice Authentication Number:
202508280913486995828
213731298

Notice URL:

Back

Notice Publish Date:
Friday, August 15, 2025

Notice Content

PUBLIC NOTICE BEFORE THE PLANNING AND ZONING COMMISSION OF THE CITY OF CRYSTAL LAKE, MCHENRY COUNTY, ILLINOIS IN THE MATTER OF THE APPLICATION OF Bryan Bellah LEGAL NOTICE Notice is hereby given in compliance with the Unified Development Ordinance (UDO) of the City of Crystal Lake, Illinois, that a public hearing will be held before the Planning and Zoning Commission upon the application by Bryan Bellah for approval of a Variation at the following real estate known as 1021 Mayhaw Drive, Crystal Lake, Illinois 60014, PIN: 14-27-455-003. This application is filed for the purpose of seeking a Simplified Residential Zoning Variation to construct a six-foot privacy fence extending 32 feet into the required 50-foot setback for a rear yard abutting a street in the RE Residential Estate district, as well as any other variations as presented at the public hearing pursuant to Unified Development Ordinance pursuant to Article 3, Article 4, and Article 9. Plans for this project can be viewed at the City of Crystal Lake Planning and Economic Development Department at City Hall. A public hearing before the Planning and Zoning Commission on the request will be held at 7:00 p.m. on Wednesday, September 3, 2025, at the Crystal Lake City Hall, 100 West Woodstock Street, at which time and place any person determining to be heard may be present. Jeff Greenman, Chairperson Planning and Zoning Commission City of Crystal Lake (Published Northwest Herald Aug. 15, 2025) 2265943

Back

STATE OF ILLINOIS

COUNTY OF MCHENRY

IN THE MATTER OF THE APPLICATION OF

Bryan Bellah ;
(Petitioner)

As represented by _____
(If different than petitioner)

AFFIDAVIT

Bryan Bellah, being first duly sworn on oath deposes and states as follows:
(Name)

A. That a copy of the legal notice, concerning the hearing date for the above mentioned Petitioner, was sent to each of the persons named on the attached list by regular mail notifying them of the hearing before the Planning and Zoning Commission on September 3rd, 2025, at 7:00 PM, at the City of Crystal Lake City Hall, 100 West Woodstock Street in Crystal Lake, Illinois. Said notice was mailed to each of the persons named by regular mail on August 13th, 2025.

B. That the posting requirements of the Zoning Ordnance have been complied with by placing the customary public notice sign on the subject property on August 15th, 2025.

(Signature)

Subscribed and Sworn to me before
This 22 day of August, 2025

Notary Public

BRIAN C COYLE
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
February 08, 2027

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, SEMPTEMBER 3, 2025
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

2025-133 – 1021 MAYHAW DRIVE – VARIATION

Variation to allow construction of a six-foot privacy fence extending 32 feet into the required 50-foot setback for a rear yard abutting a street.

The petitioner and property owner, Bryan Bellah, stated he was requesting the variation for safety and privacy concerns. He explained his property is a double frontage lot and that he has small children and a dog. He indicated a 4-foot fence would not provide the necessary security. He also noted drainage would not be impacted as water could flow under the fence and the existing trees would remain.

Mr. Greenman opened up the public comment portion of the hearing. No one noted they wanted to speak and he closed the public comment portion of the hearing. Mr. Greenman asked staff for a presentation.

Ms. Maxwell presented the staff report, she explained how the subject property includes an easement for tree conservation within the rear yard. The Tree Conservation Easement language states no principle or accessory structures are allowed within that easement unless approved by the City, and a fence would be considered an accessory structure. She stated that there is a 50-foot rear setback and the petitioner is asking for the variation to encroach into setback for a six-foot fence.

Mr. Greenman turned it over to the Commission.

Ms. Repholz asked for clarification on the Tree Conservation Easement. Staff responded that the easement prohibits structures within said easement. Ms. Repholz also questioned if the request was only due to fence height and if changing to a 4-foot fence would allow for no variation needed. Ms. Maxwell indicated that if the fence were 4-feet, the setback variation would not apply, but the Tree Conservation Easement (TCE) still would.

Ms. Repholz asked if the petitioner was aware of the Tree Conservation easement when purchasing the home. Mr. Bellah responded that he was not. Ms. Repholz also asked what the petitioner would do if the fence was kept outside of the easement or the variation request were to be denied. Mr. Bellah stated he likely would not install a fence at all. She would like to see it outside of the easement.

Ms. Mason asked if there were any alternative solutions that the petitioner has been considering. Mr. Bellah stated forestry or wire fencing would not provide adequate security and aesthetics that he and his family are looking for. Ms. Mason was looking at any impact to the neighbors, she felt the fence would not fit in. She understands he has small kids and asked how the request is tied to hardship standards. Mr. Bellah stated the hardship was safety, privacy and the double frontage lot.

Ms. Dzielski asked if other fences back up to River Birch Boulevard. Mr. Bellah stated he did not believe so.

Mr. Skluzacek said he had no problem with the request and if the owner was ok with the conditions of approval. He noted he was.

Mr. Greenman clarified the setbacks and noted the hardship lies in the double-frontage lot combined with the Tree Conservation Easement. He asked if wrought iron fencing was considered. Mr. Bellah said no, they prefer vinyl for privacy reasons. They need a hardship identified in the 6 standards.

Mr. Greenman asked staff if there were more comments. Ms. Maxwell noted the public hearing was not opened. He replied that he had. A man from the audience stated he did not know that they could ask questions. Mr. Greenman reopened the public comment portion of the hearing.

Mr. Steve Coleman, 1015 Mayhaw, asked why the easement was necessary given tree ordinances. He was under the impression that you could not remove trees. Ms. Maxwell responded that single family lots under three acres are exempt from the Tree Preservation Ordinance. The Tree Conservation Easement (TCE) was created by the developer to protect and preserve trees in this area to act as a buffer from the road to the homes.

With no one else wishing to speak, Mr. Greenman closed the public comment portion of the hearing and asked for more comments from the Commission or a motion.

Ms. Repholz stated the Tree Conservation Easement exists to preserve neighborhood character and she could not support the request. Mr. Greenman agreed with this statement, and said that the Tree Conservation Easement serves a specific purpose.

Mr. Skluzacek made a motion to approve the requested fence variation to allow a 6-foot fence to encroach 32 feet into the required 50-foot yard abutting a street setback and in the Tree Conservation Easement with the following conditions:

1. Fence application and installation shall be consistent with the information and testimony provided by the petitioner in the hearing and the following provided documents:
   A. Application (Bellah, 5/20/25)
   B. Site Plan (Bellah, 8/1925)
   C. Work Estimate (Aronson Fence, 5/20/25)

2. Comply with the requirements of Section 4-700B (Fences, walls and screening), except as provided for under this variation.

3. The petitioner shall address all review comments and requirements of the departments of Community Development and Public Works & Engineering.

Ms. Mason seconded the motion. On voice vote members Dzielski, Mason, and Skluzacek voted yes, Members Repholz and Greenman voted no. Motion passed 3-2.

Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date: September 16, 2025

Item: Waterside at Three Oaks Temporary Use Permit for a model home and marketing signage

Recommendation: Motion to approve the Temporary Use Permit for Waterside at Three Oaks a model home and marketing signage

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

Background:

- Waterside at Three Oaks subdivision was granted Planned Unit Development and Final Plat of Subdivision approval on February 4, 2025. The subdivision consists of 107 townhomes.
- Lennar is requesting a Temporary Use Permit for a model home and marketing signage. Model homes are common for new development, but still require a Temporary Use Permit (TUP), per the Unified Development Ordinance.

Model Home

- Four townhome units are proposed to be constructed on Lot 10 at the southern entrance to the development, with the easternmost unit serving as a model home.
- A parking lot is proposed across a private drive to the north of the model home on Lot 9.

Marketing Signage

- The proposed signage is similar to the approved TUP sign plan for Woodlore Estates.
- A primary sign location is proposed at the development's southern entrance off of South Main Street. Initially, a 4-ft. wide by 8-ft. tall (32 sq ft) freestanding sign is proposed at this location, later to be replaced by an 8-ft. tall by 12-ft. wide (96 sq ft) freestanding sign.
- The primary sign will be accompanied by a 4-ft by 6-ft (24 sq ft) flag atop a 20-foot tall flagpole. Three additional flags on flagpoles are proposed away from South Main Street on the east side of the model home.
- One 15-ft. tall feather banner flag sign and one 4-ft. wide by 8-ft. tall (32 sq ft) is proposed near the entrance to the model home.
- A series of five 16 sq ft (4-ft. by 4-ft) freestanding signs are proposed along the north side of the entrance road leading to the model home.

- Various smaller parking and directional signs are also proposed.

Proposed Sign	Quantity	Size	Height	Image
VISIBLE FROM MAIN STREET				
Freestanding Sign	(1) at a time	32 sq ft	8 feet	
		96 sq ft	8 feet	
Corporate Flag	(1)	24 sq ft	20-ft flag poles	
INTERNAL SIGNAGE				
Freestanding Signs	(5)	16 sq ft	5 feet	
Parking Sign	(4)	2.25 sq ft	5 feet 6 inches	

Freestanding Sign	One at model entrance	32 sq ft	8 feet	
Feather Flag	One at model entrance	35 sq ft	15 feet	
Model Court Sales Sign	One at model entrance	13.3 sq ft	4 feet	
Model Name Sign	(1)	2.75 sq ft	4 feet	
Private Residence	(3)	2.25 sq ft	4 feet	
Parking Lot Sign	(1)	13.33 sq ft	4 feet	

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

1. The Temporary Use Permit is valid from September 16, 2025 through September 16, 2026. After the first year, the permit may be administratively renewed on a yearly basis, if no changes are proposed.

2. All building materials, tools, and hardware must be kept inside of the home or accessory building at all times. No items may be kept outside of the structures for any period of time.

3. The temporary parking lot must be paved with an approved surface and meet parking lot dimensional standards outlined in the UDO Section 4-200 and removed when the model home is sold.

4. All lighting must meet the exterior lighting standards of the UDO Section 4-800.

5. Provide landscaping plans for the temporary sales parking lot, to be reviewed and approved by the Planning Division. Parking lot landscaping must include large shrubs, small shrubs and perennials along the perimeter of the parking lot to shield neighboring lots from car headlights.

6. Permits must be obtained for all signs. Permits for all temporary signs would run concurrently with the temporary use permit.

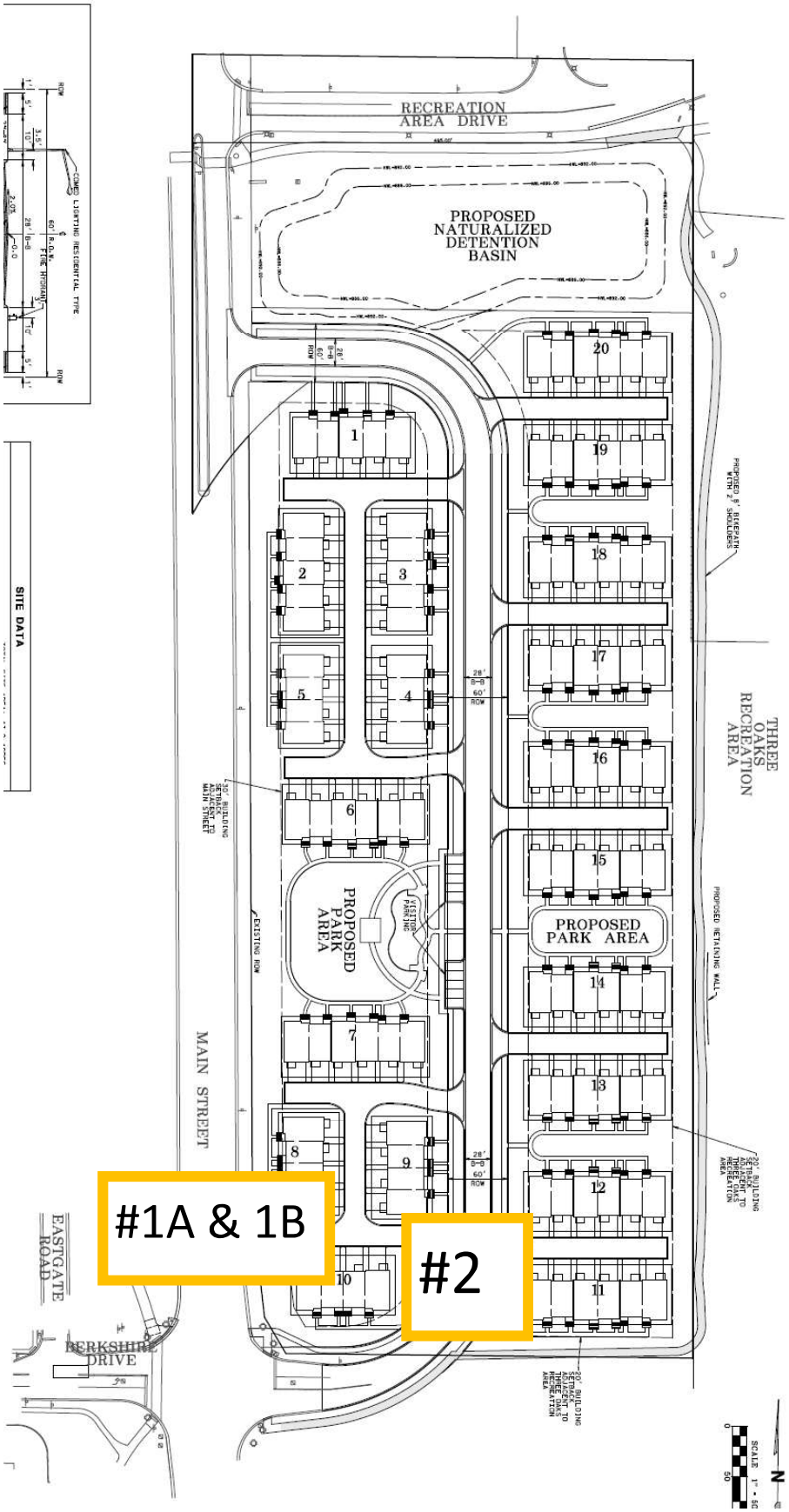
7. Signs may not be erected on easements. A plan showing all easements should be submitted for review.

The applicant has been made aware of these recommended conditions and advised to attend the September 16, 2025, City Council meeting to answer any questions.

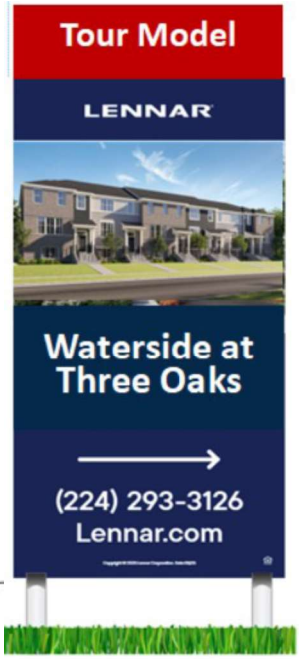
Votes Required to Pass: A simple majority vote.

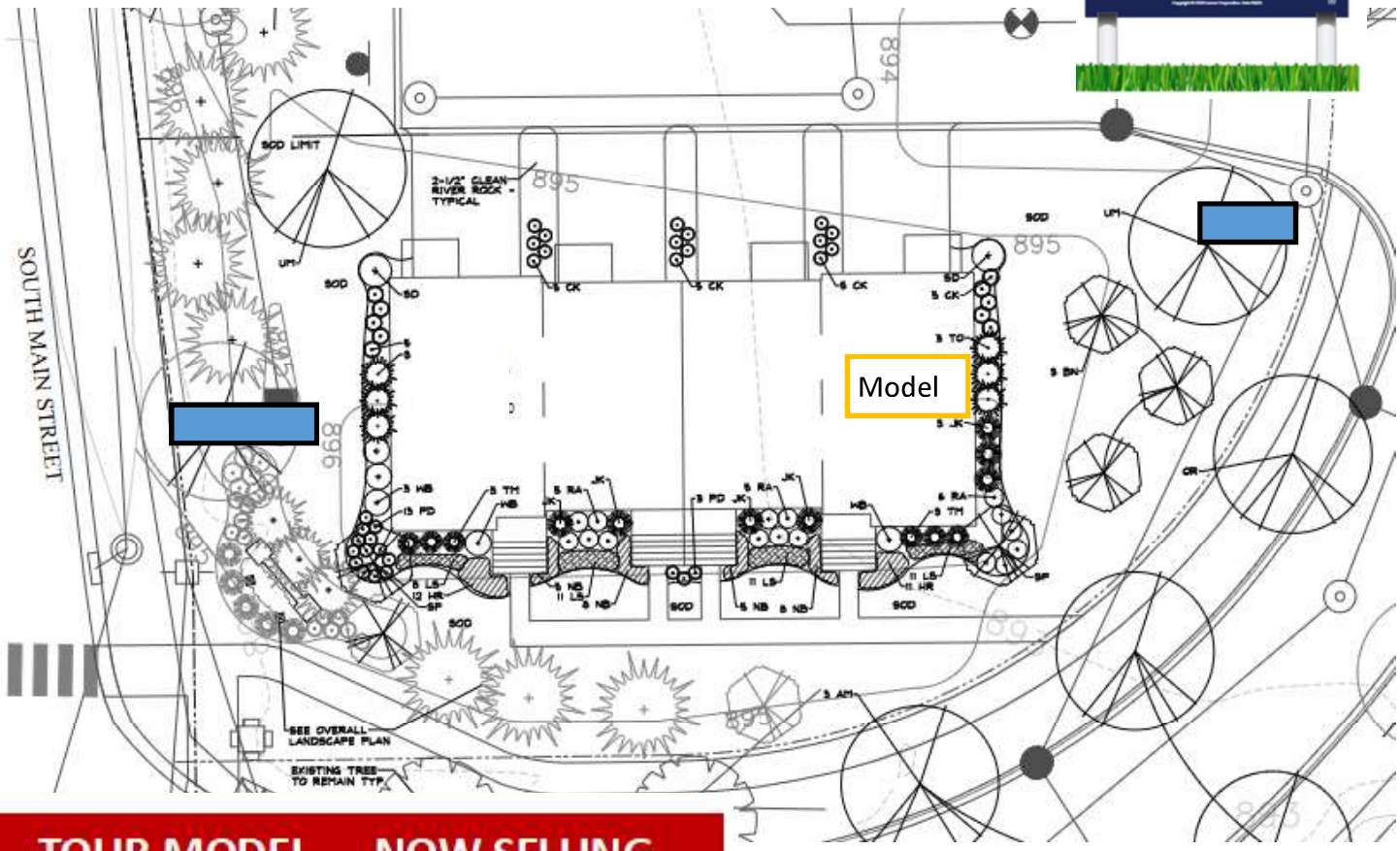
Waterside at Three Oaks - Crystal Lake, IL

September 4, 2025



#2


Tour Model
LENNAR
Waterside at Three Oaks
(224) 293-3126
Lennar.com


SOUTH MAIN STREET
Model
SOD LIMIT
SEE OVERALL LANDSCAPE PLAN
EXISTING TREE TO REMAIN TYP.


TOUR MODEL — NOW SELLING
LENNAR
Waterside at Three Oaks
New Townhomes
224-293-3126 | Lennar.com

#1B

Sign #1A Temporary Sign - Coming Soon Sign — 4'W x 8'H—double sided

Temporary Location: Northwest corner of Main Street at south community entrance

- Art is sample only and will be finalized

#1A



Sign #1B —8'H x 12'W– Double sided sign—add once product art is ready

Location: Northwest corner of Main Street at south community entrance

Replaces Sign #1A temporary 4x8 sign

#1B

- Art is sample only and will be finalized





#2 Model Court signage — Information Sign 4’W x 8’H—double sided

Location: in front of model (Building #10) - preselling message

- Art is sample only and will be finalized

#2

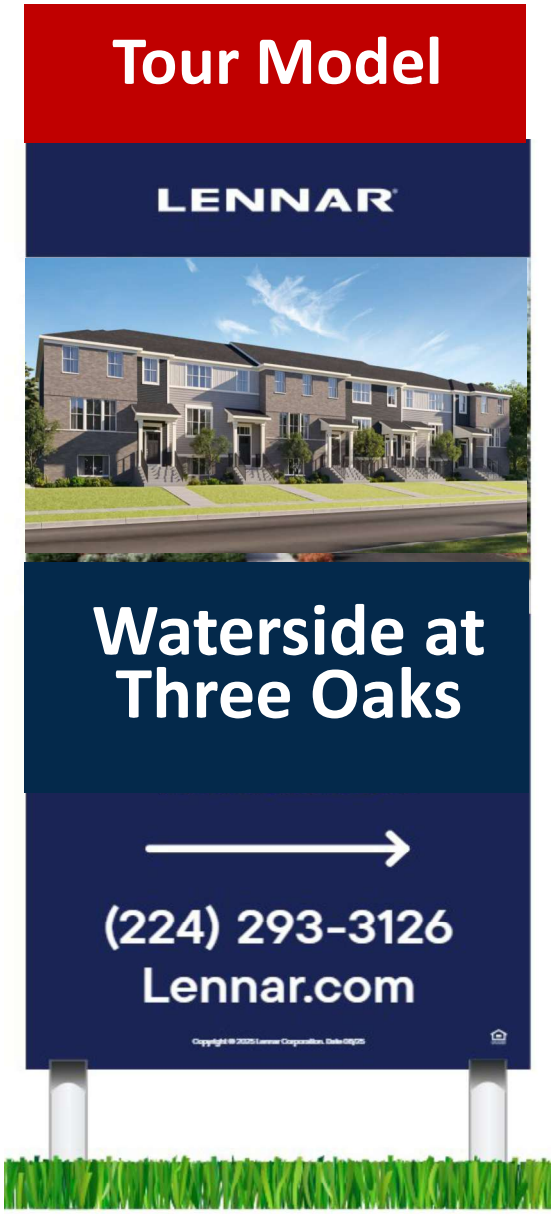


#2 Model Court signage — Information Sign 4’W x 8’H—double sided

Location: in front of model Building #10) - art for when model opens

- Art is sample only and will be finalized

#2



5 Berma Shave signs 4’ x4’ double sided

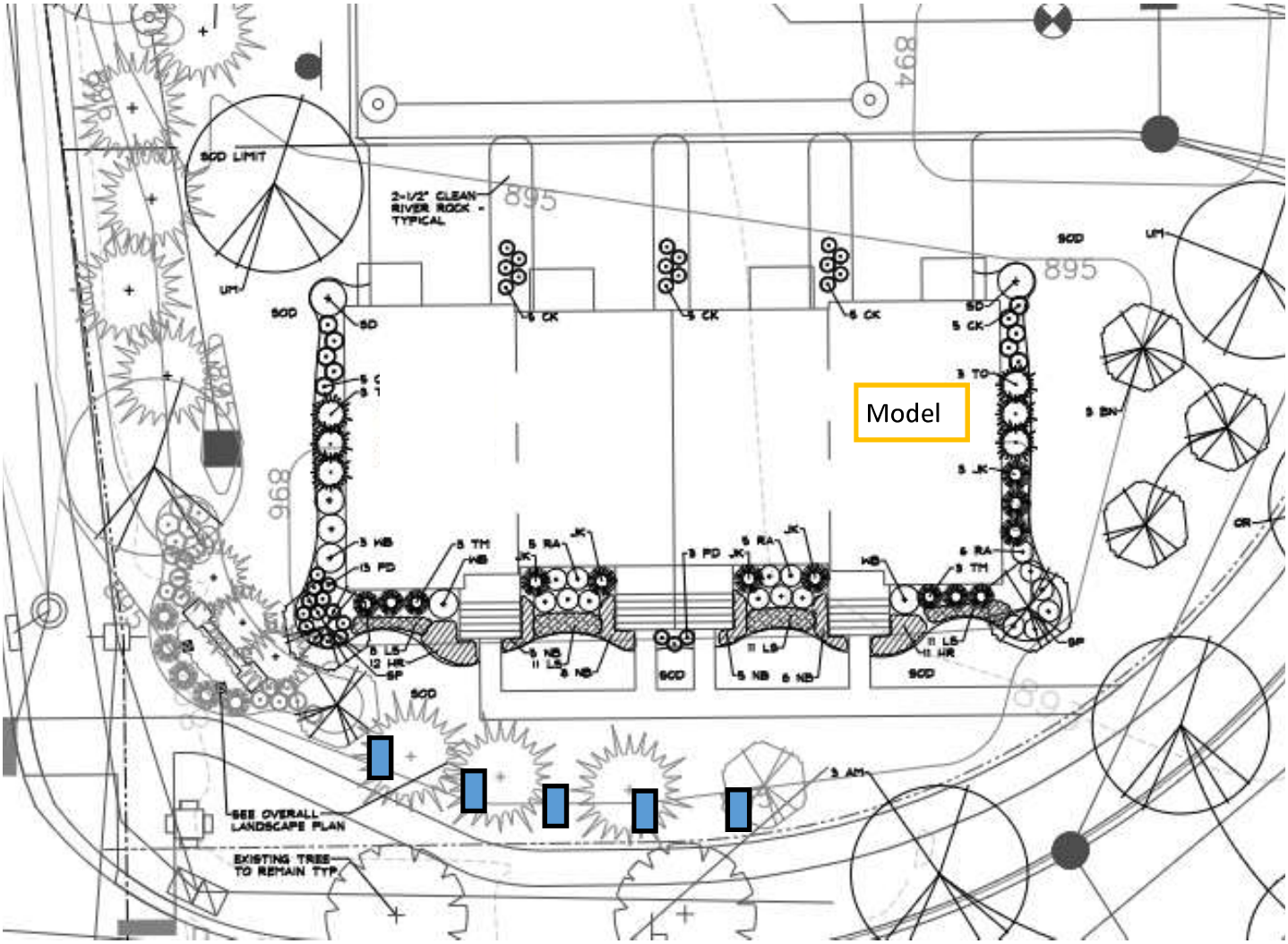
Location: along Berkshire Drive near community entrance

Double sided with the same art on both sides

Art is a sample








LENNAR
Future Homeowner Parking
LENNAR.COM
LENNAR
Guest Parking
Waterside at Three Oaks
LENNAR
Welcome Home
Waterside at Three Oaks
Scan to tour now or call (224) 293-3126.
8
9
10
28'
B–B
60'
ROW
LOT
#2
Tour Model
LENNAR
Waterside at Three Oaks
(224) 293-3126
Lennar.com
Townsend C
2,536 sq ft | 4 beds | 2.5 baths
Scan to tour now
(224) 293-3126
LENNAR
Private Residence

Model Court—Sales Center Information Sign 48”W x 40”H

- 1 in front of model
- Print double sided
- Community: Waterside at Three Oaks
- Art is sample only and will be finalized



Front



Back

Model Court ID with QR code 22”H x 18”W

- 1 sign—1 model
- Double sided sign—dark blue—build a dark blue box for sign—sides are dark blue– white post (post is taller than current model ID sign posts).
- Install in front of model: Homesite 1
- Model—Homesite 1
- Art is sample only and will be finalized



Private Residence 18”H x 18”W

- 3 signs—1 per home in model building that is not the model
- Double sided sign—dark blue—build a dark blue box for sign—sides are dark blue– white post (post is taller than current model ID sign posts).
- In front of remaining units in the model building
- Design art for sign





Information Sign—Parking—48”W x 40”H

- Location: By parking lot
- Double sided sign—dark blue—build a dark blue box for sign—sides are dark blue
- Text: Reckless Regular Font
- Art is sample only and will be finalized





Future Homeowner Parking Signs 18”W x 18”H

- 1 sign per parking spot
- Single sided



Flag locations



Flag pole

Feather flag

Onsite flags

Flag poles - up to 20 feet - flags up to 4’ x 6’

1 at entrance

3 by model court

Feather flags - up to 15 ft - 1 at model





Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date: September 16, 2025

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Request: Special Use Permit for a Cannabis Establishment

Omar Fakhouri, applicant
330 N. Route 31

PZC Recommendation: To approve the Planning and Zoning Commission (PZC) recommendation and adopt an Ordinance granting the Special Use Permit for a Cannabis Establishment at 330 N. Route 31

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

Background:

- Request: The request is for a Cannabis Dispensary.
- Land Use: The land use map shows the area as Commerce. This land use designation is appropriate for this use.
- Zoning: The site is zoned B-2. The use of the property as a Cannabis Dispensary, which is allowed as a Special Use in the B-2 zoning district, is appropriate.
- Site: The site will remain the same with some minor exterior modifications and signage.

PZC Highlights:

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

- One adjacent property owner spoke about previous violations at the site. The Commission discussed the new management and contacting the appropriate authorities if violations are observed.
- The PZC stated that the original location met all the Findings of Fact so this location also complies with all buffers and criteria.

The Planning and Zoning Commission recommended **approval (5-0)** of the petitioner's request. The recommendations are with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Silver Jade LLC, received 08/11/25)
   B. Narrative (330N LLC and Silver Jade, LLC, undated, received 08/11/25)
   C. Site Plan (Architects 127, dated 12/17/21, received 08/11/25)
   D. Floor Plan (Steep Architecture Studio, dated 12/16/21, received 08/11/25)
   E. Elevations (Architects 127, dated 12/17/21, received 08/11/25)

2. Significant modifications to the business operation shall require a Special Use Permit Amendment.

3. Work with staff to provide landscape on the site along the building and around the sign if there is any dead or missing landscape.

4. The windows must be covered with an opaque film frosted, or solid grey or white.

5. No Authorization of Work. This Ordinance does not authorize commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the City, no work of any kind shall be commenced on the Subject Property pursuant to the approvals granted in this Ordinance except only after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

6. Compliance with Laws. Except as otherwise expressly provided in this Ordinance, the UDO and City Code and all other applicable ordinances and regulations of the City shall continue to apply to the Proposed Use and the Subject Property. The development and use of the Subject Property shall be in compliance with the Act and all laws and regulations of all other state and local governments and agencies having jurisdiction.

7. No On-Site Consumption. No cannabis or products that include cannabis (including cannabis-infused products) may be consumed on the Subject Property. The Applicant shall be required to patrol the Subject Property to ensure compliance with this provision.

8. Staffing; Coordination with Police Department. The Proposed Use shall prohibit loitering on or around the premises. Staffing and security procedures shall be consistent with the Application Plans. In addition, the Applicant or Applicant's agents shall meet semi-annually with the Crystal Lake Police Department to review security plans and procedures for the Proposed Use, which plans and procedures may be modified or supplemented by written order of the Police Chief in conjunction with such semi-annual meeting, provided that any such written orders are not inconsistent with this Ordinance, the Act, or applicable State regulations or licensing requirements.

9. Hours of Operation. The Proposed Use may be open for business operations only between the hours of 6:00 a.m. and 10:00 p.m.

10. No Drive-Through Operations. Unless approved by further ordinance of the City Council, no drive-through operations shall be permitted on the Subject Property.

11. Transferees. The rights and obligations set forth in this Ordinance are binding on Applicant and upon any and all of their heirs, successors, and assigns, and upon any and all successor legal or beneficial owners of all or any portion of the Subject Property.

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

Votes Required to Pass: A simple majority vote

Acknowledgement Form

Regarding the Special Use Permit for a Cannabis Establishment at 330 N Rt 31, 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: Omar Fakhouri on behalf of Silver Jade, LLC Date: 9/9/2025
Signature

Recommended Conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Silver Jade LLC, received 08/11/25)
   B. Narrative (330N LLC and Silver Jade, LLC, undated, received 08/11/25)
   C. Site Plan (Architects 127, dated 12/17/21, received 08/11/25)
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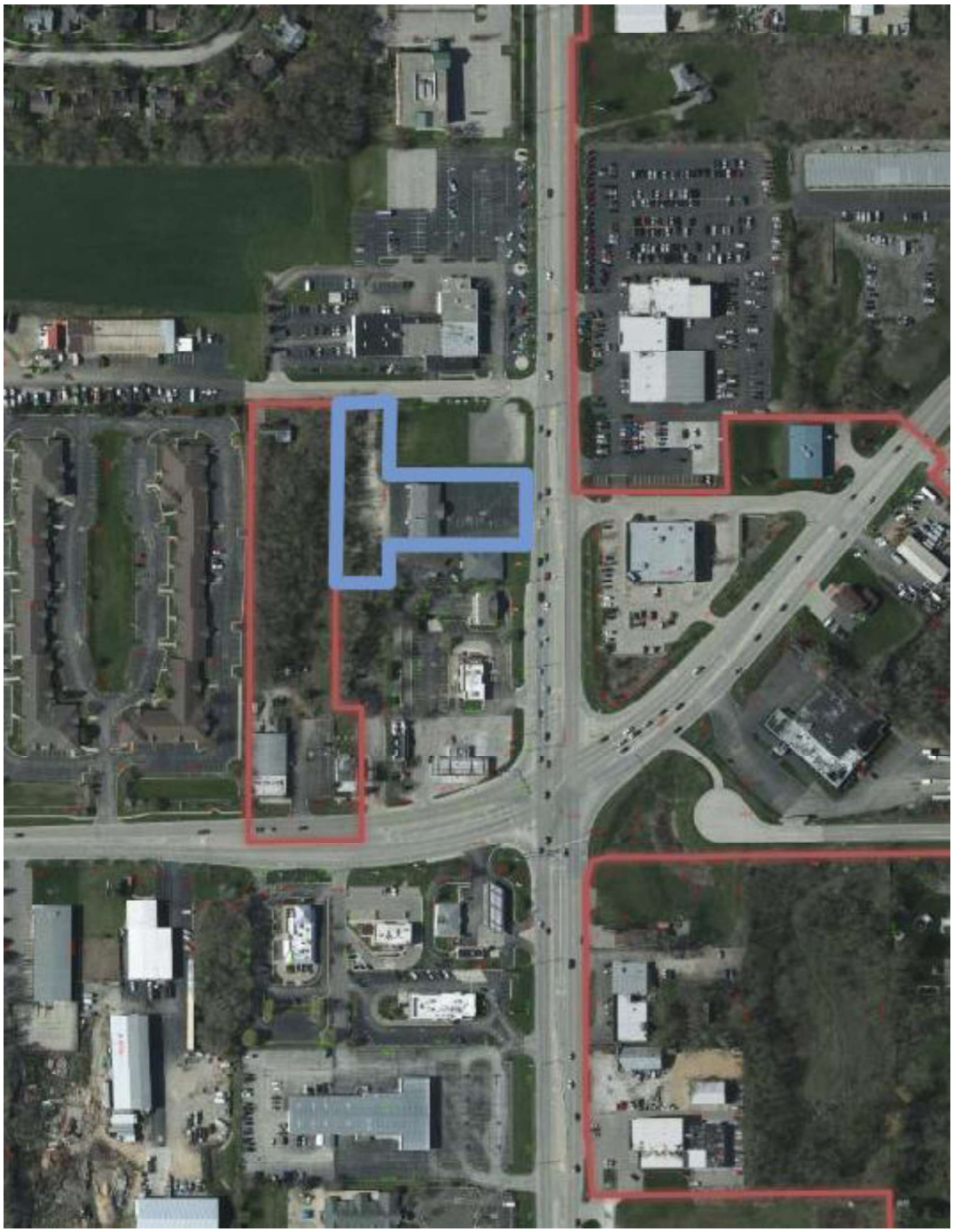
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10. No Drive-Through Operations. Unless approved by further ordinance of the City Council, no drive-through operations shall be permitted on the Subject Property.

11. Transferees. The rights and obligations set forth in this Ordinance are binding on Applicant and upon any and all of their heirs, successors, and assigns, and upon any and all successor legal or beneficial owners of all or any portion of the Subject Property.

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

PIQ Map
330 N. Route 31



DRAFT

ORDINANCE NO.
FILE NO. 440

CITY OF CRYSTAL LAKE

AN ORDINANCE GRANTING A SPECIAL USE PERMIT
FOR A CANNABIS DISPENSARY
(330 N. Route 31)

WHEREAS, 330N LLC, represented by Tony Bellion (the "***Current Owner***") is the record owner of the real property commonly known as 330 North Route 31, Crystal Lake, Illinois 60014, PIN: 14-34-177-033, and legally described in Exhibit A attached hereto and made a part hereof (the "***Subject Property***"); and

WHEREAS, the Silver Jade LLC (the "***Applicant***") has applied to the City of Crystal Lake (the "***City***") for a Special Use Permit to establish a recreational cannabis dispensary (the "***Proposed Use***") upon the Subject Property; and

WHEREAS, the Subject Property is located in the City's B-2 zoning district under the Unified Development Ordinance (the "***UDO***"), which authorizes Cannabis Dispensaries as a special use; and

WHEREAS, in particular, the Applicant seeks a special use permit for the Proposed Use as a cannabis dispensary as authorized under Table 650-2-300 in Section 650-2-200 of the City's Unified Development Ordinance, for the Subject Property consistent with the Application Plans (as hereinafter defined) and subject to the terms and conditions of this Ordinance (the "***SUP Relief***"); and

DRAFT

WHEREAS, pursuant to notice duly published on August 16, 2025 and given, the City's Planning and Zoning Commission (the "***PZC***") conducted a public hearing on September 3, 2025, regarding the SUP Relief for the Proposed Use on the Subject Property; and

WHEREAS, during the public hearing, the Applicant offered oral testimony regarding the plans for the development and use of the Proposed Use and the operations and security to be provided in connection with the Proposed Use, and Applicant has filed an application, narrative, and supporting plans, including the following:

A. Application (Silver Jade LLC, received 08/11/25)
B. Narrative (330N LLC and Silver Jade, LLC, undated, received 08/11/25)
C. Site Plan (Architects 127, dated 12/17/21, received 08/11/25)
D. Floor Plan (Steep Architecture Studio, dated 12/16/21, received 08/11/25)
E. Elevations (Architects 127, dated 12/17/21, received 08/11/25)

copies of which are attached hereto as Exhibit B and shall hereinafter be referred to collectively as the "***Application Plans***";

WHEREAS, as noted on the Application Plans, the Proposed Use will occupy the existing building located on the Subject Property; and

WHEREAS, during the public hearing, the Applicant testified that the building is currently not contributing to the economy as it has been vacant for 8 months; and

WHEREAS, the Applicant further testified that the Proposed Use will be licensed by the State of Illinois as provided in the Cannabis Regulation and Tax Act, 410 ILCS 705/1 *et seq.* (the "***Act***"), and regulations promulgated pursuant to the Act; and

WHEREAS, following the close of the public hearing, the PZC found that, subject to the terms and conditions of this Ordinance, the Proposed Use:

a. is desirable, at the proposed location, to provide a service or facility that will further the public convenience and general welfare;

b. will not be detrimental to area property values;

DRAFT

c. will comply with the zoning districts regulations;

d. will not negatively impact traffic circulation;

e. will not negatively impact public utilities or municipal service delivery systems;

f. will not negatively impact the environment or be unsightly;

g. will, to the extent practicable, preserve existing mature vegetation, and provide landscaping and architecture, which is aesthetically pleasing, compatible or complementary to surrounding properties and acceptable by community standard;

h. will meet requirements of all regulating governmental agencies;

i. will be subject to and required to conform to the conditions of this Ordinance; and

j. will be subject to and required to conform to the specific regulations for Cannabis Dispensaries under the UDO and City Code, including that the Proposed Use:

i) will meet the minimum required buffers from protected uses,

ii) will not sell food for consumption on premises,

iii) will only conduct sales as authorized by the Act,

iv) will be operated and maintained such that cannabis, cannabis products, cannabis paraphernalia, or similar products shall not be publicly viewable from outside the building, including from any public or private sidewalk or right-of-way,

v) will only be open to the public between the hours of 6:00 a.m. and 10:00 p.m.,

vi) will control dust, fumes, vapors, and odors so they do not impact neighboring properties,

vii) will not have any cannabis leaf or bud image or an electronic message center sign,

viii) will comply with the Act, and

ix) will dispose of all hazardous waste and cannabis waste in accordance with all applicable laws,

and based on such findings the PZC recommended approval of the SUP Relief; and

DRAFT

WHEREAS, the City Council, having considered the public hearing record and recommendations of the PZC and having further considered the Application Plans for the Proposed Use and other pertinent matters relating to the SUP Relief, hereby accepts the findings of the PZC regarding the SUP Relief and further finds and determines that, subject to the terms and conditions of this Ordinance, the SUP Relief satisfies the standards and conditions for approval under the UDO; and

WHEREAS, pursuant to the terms of the UDO and the City's home rule authority, the Mayor and City Council, having considered all the relevant facts and circumstances relating to the SUP Relief, the evidence and testimony presented, the findings and recommendations of the PZC, and the other relevant evidence and information available, have determined that it is in the best interests of the City and its residents to grant the SUP Relief, subject to the terms and conditions of this Ordinance;

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

SECTION 1: Incorporation of Recitals. The foregoing recitals are hereby incorporated into and made a part of this Ordinance as if fully set forth.

SECTION 2: Granting of SUP Relief. Subject to the limitations and the conditions set forth in Section 3 of this Ordinance, the City Council hereby grants the SUP Relief to authorize operation of a cannabis dispensary on the Property consistent with the Application Plans and the terms of this Ordinance.

SECTION 3: Conditions on Approval. The SUP Relief granted pursuant to this Ordinance shall be, and is hereby, conditioned upon and limited by the following conditions, the violation of any of which shall be deemed a violation of the UDO. Further, any violation of the terms of the

following conditions or any other provision of this Ordinance shall authorize the City Council, without further public notice or hearing, to terminate the approvals granted in this Ordinance by adopting an ordinance terminating such approvals:

1. Significant modifications to the business operation shall require a Special Use Permit Amendment.

2. Work with staff to provide landscape on the site along the building and around the sign if there is any dead or missing landscape.

3. The windows must be covered with an opaque film frosted, or solid grey or white.

4. No Authorization of Work. This Ordinance does not authorize commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the City, no work of any kind shall be commenced on the Subject Property pursuant to the approvals granted in this Ordinance except only after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

5. Compliance with Laws. Except as otherwise expressly provided in this Ordinance, the UDO and City Code and all other applicable ordinances and regulations of the City shall continue to apply to the Proposed Use and the Subject Property. The development and use of the Subject Property shall be in compliance with the Act and all laws and regulations of all other state and local governments and agencies having jurisdiction.

6. No On-Site Consumption. No cannabis or products that include cannabis (including cannabis-infused products) may be consumed on the Subject Property. The Applicant shall be required to patrol the Subject Property to ensure compliance with this provision.

7. Staffing; Coordination with Police Department. The Proposed Use shall prohibit loitering on or around the premises. Staffing and security procedures shall be consistent with the Application Plans. In addition, the Applicant or Applicant's agents shall meet semi-annually with the Crystal Lake Police Department to review security plans and procedures for the Proposed Use, which plans and procedures may be modified or supplemented by written order of the Police Chief in conjunction with such semi-annual meeting, provided that any such written orders are not inconsistent with this Ordinance, the Act, or applicable State regulations or licensing requirements.

8. Hours of Operation. The Proposed Use may be open for business operations only between the hours of 6:00 a.m. and 10:00 p.m.

9. No Drive-Through Operations. Unless approved by further ordinance of the City Council, no drive-through operations shall be permitted on the Subject Property.

10. Transferees. The rights and obligations set forth in this Ordinance are binding on Applicant and upon any and all of their heirs, successors, and assigns, and upon any and all successor legal or beneficial owners of all or any portion of the Subject Property.

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

SECTION 4: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that this Ordinance shall be of no force or effect unless and until the Applicant has caused a duly authorized person to execute and thereafter file with the City its unconditional agreement and consent, in the form attached hereto as Exhibit C, and by this reference incorporated herein and made a part hereof; provided further that, if the Applicant does not so file the unconditional agreement and consent within 30 days following the passage of this Ordinance, the City Council may, in its discretion and without public notice or hearing, repeal this Ordinance and thereby revoke all approvals granted in this Ordinance. Upon this Ordinance having full force and effect, the City Clerk shall cause it to be recorded in the Office of the McHenry County, Illinois Recorder of Deeds.

PASSED THIS 16th DAY OF SEPTEMBER, 2025.

AYES:

NAYS:

ABSTAIN:

ABSENT:

DRAFT

APPROVED at Crystal Lake, Illinois, this 16th day of September, 2025.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, Mayor

SEAL

ATTEST:

_____
, City Clerk

EXHIBIT A

DRAFT

Legal Description of the Property

LT 11 /EX CIR CT 12ED01/ ELMWOOD HEIGHTS

DRAFT

EXHIBIT B

Application Plans

DRAFT

EXHIBIT C

Unconditional Agreement and Consent

Pursuant to Section 4 of Crystal Lake Ordinance No. _____ and to induce the City of Crystal Lake to grant the approvals provided for in such Ordinance, the undersigneds acknowledge for the Applicant and their respective successors and assigns in title to the Subject Property that Applicant:

1. Has read and understands all of the terms and provisions of said Ordinance No. _____;

2. hereby unconditionally agrees to accept, consent to, and abide by all of the terms, conditions, restrictions, and provisions of Ordinance No. _____ and any amendments thereto; the UDO; and all other applicable codes, ordinances, rules, and regulations;

3. acknowledges and agrees that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's issuance of any approvals or permits for the use of the Subject Property, and that the City's issuance of any approval or permit does not, and shall not, in any way, be deemed to insure the Applicant against damage or injury of any kind and at any time;

4. acknowledges that all public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any revocation on the grounds of any procedural infirmity or any denial of any procedural right;

5. agrees to and does hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of these parties in connection with the Subject Property or any City action respecting the Proposed Use of the Subject Property or the Requested Relief, including without limitation the adoption of this Ordinance or granting the approvals to the Applicant pursuant to the Ordinance (or claims relating to any ordinance or code provision pursuant to which the Requested Relief is otherwise authorized), except as may arise from the City's gross negligence or willful misconduct, and provided that the City shall assert its available immunities in connection with such claims. In the event that the City elects to retain separate counsel in defense of any such claims, the Applicant hereby agrees to reimburse the City for its attorneys' fees and costs incurred in connection of such defense of claims; and

6. represents and acknowledges that the persons signing this Unconditional Agreement and Consent are duly authorized to do so on behalf of the Applicant.

330N, LLC

BY_____
ITS_____

Silver Jade LLC

BY_____
ITS_____

#2025-145
330 N. Route 31 – Special Use Permit
Project Review for Planning and Zoning Commission

Meeting Date:	September 3, 2025
Requests:	Special Use Permit for a Cannabis Dispensary.
Location:	330 N. Route 31
Acreage:	Approximately 0.8 acres
Existing Zoning:	B-2 General Commercial
Surrounding Properties:	North: B-2 General Commercial South: B-2 General Commercial East: B-2 PUD General Commercial West: B-2 PUD General Commercial
Staff Contact:	Elizabeth Maxwell (815.356.3615)

Background:

- Existing Use: The site was the Spark'd Cannabis Dispensary, which was approved in 2022. The facility closed in December of 2024. Since the Special Use was not in use for over 6 months, the Unified Development Ordinance requires that the applicant apply for a new Special Use Permit.
- UDO Requirements: The Unified Development Ordinance (UDO) allows adult-use cannabis dispensaries as a Special Use Permit (SUP) in B-2 zoning districts.
- UDO Requirements: The SUP criteria establishes a 250-foot buffer from other uses including religious establishments, schools, recovery homes, libraries, childcare, parks, and residentially zoned properties. This site meets all the buffer requirements.
- The State of Illinois also requires a 1,500 foot spacing from another cannabis dispensary. This site meets the State buffer requirements.

Development Analysis:

General

- Request: The request is for a Cannabis Dispensary.
- Land Use: The land use map shows the area as Commerce. This land use designation is appropriate for this use.
- Zoning: The site is zoned B-2. The use of the property as a Cannabis Dispensary, which is allowed as a Special Use in the B-2 zoning district, is appropriate.

- Site: The site will remain the same with some minor exterior modifications and changes to the architecture and signage.
- As a Cannabis Dispensary was previously operating at the location, similar recommended conditions of approval are listed.

Comprehensive Land Use Plan 2030 Plan Review:

The Comprehensive Plan designates the subject property as Commerce, which allows for existing and future commercial, service and office uses. The following goals are applicable to this request:

Land Use - Commerce

Goal: Maintain a dynamic and sustainable base of commercial uses that provides a solid tax base, goods, services and jobs to the City, as well as the surrounding region through coordination in the Unified Development Ordinance, Comprehensive Land Use Plan and Economic Development Strategic Plan.

This can be accomplished with the following supporting action:

Supporting Action: Promote, retain, and attract businesses that provide a diverse tax base.

Economic Development – Revitalize and Enhance Key Commercial Corridors

Goal: Establish funding sources and work with property owners to assist with and encourage the redevelopment of commercial areas.

Economic Development – Attract and Retain Businesses

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

This can be accomplished with the following supporting action:

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

Success Indicator: The number of retail businesses – grocery, restaurants, coffee/juice shops, apparel, electronics, and comparison goods – contacted, started and/or relocated.

Findings of Fact:

SPECIAL USE PERMIT

The petitioner has requested a Special Use Permit to allow a Cannabis Dispensary. Special Uses require a separate review because of their potential to impact surrounding properties and the orderly development of the City. Section 2-400 B of the Unified Development Ordinance establishes standard for all Special Uses in Crystal Lake. The criteria are as follows:

1. The use is necessary or desirable, at the proposed location, to provide a service or facility which will further the public convenience and general welfare.

   ☒ *Meets* ☐ *Does not meet*

2. The use will not be detrimental to area property values.

   ☒ *Meets* ☐ *Does not meet*

3. The use will comply with the zoning districts regulations.

   ☒ *Meets* ☐ *Does not meet*

4. The use will not negatively impact traffic circulation.

   ☒ *Meets* ☐ *Does not meet*

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

   ☒ *Meets* ☐ *Does not meet*

6. The use will not negatively impact the environment or be unsightly.

   ☒ *Meets* ☐ *Does not meet*

7. The use, where possible will preserve existing mature vegetation, and provide landscaping and architecture, which is aesthetically pleasing, compatible or complementary to surrounding properties and acceptable by community standards.

   ☒ *Meets* ☐ *Does not meet*

8. The use will meet requirements of all regulating governmental agencies.

   ☒ *Meets* ☐ *Does not meet*

9. The use will conform to any conditions approved as part of the issued Special Use Permit.

   ☒ *Meets* ☐ *Does not meet*

10. The use will conform to the regulations established for specific special uses, where applicable.

    ☒ *Meets* ☐ *Does not meet*

Cannabis dispensary. All cannabis dispensaries must comply with the following standards:

1. Minimum required buffer from protected uses:
   a. A cannabis dispensary may not be located within 250 feet of the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day-care center, or residential care home. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this section.

      ☒ *Meets* ☐ *Does not meet*

b. A cannabis dispensary may not be located within 250 feet of the property line of an existing religious establishment, parks and open space, library, or recovery home.

☒ *Meets* ☐ *Does not meet*

c. A cannabis dispensary may not be located within 250 feet of residentially zoned property.

☒ *Meets* ☐ *Does not meet*

d. For the purposes of this section, distances shall be measured in a straight line, without regard to intervening structures or objects, from the nearest point on the property of the lot on which an applicable cannabis dispensary is located to the nearest point on a property line of any protected use. For occupancy purposes, if a portion of the buffer touches the property, it does not exclude the entire property. If a portion of the building is in the buffer, the entire building would be considered in the buffer and not eligible.

☒ *Meets* ☐ *Does not meet*

e. Summary of buffer requirements:

USE	REQUIRED BUFFER (feet)
Schools	250
Childcare	250
Religious Establishment	250
Residentially Zoned Property	250
Parks and Open Space	250
Library	250
Recovery Home	250

2. Sale of food for on-premises consumption shall not be allowed as an accessory use or activity to a cannabis dispensary.

☒ *Meets* ☐ *Does not meet*

3. A cannabis dispensary may not conduct any sales or distribution of cannabis other than as authorized by the Act.

☒ *Meets* ☐ *Does not meet*

4. Exterior display: A cannabis dispensary shall be maintained or operated in a manner so that the public viewing of cannabis, cannabis products, cannabis paraphernalia or similar products from any sidewalk, public or private right-of-way or from outside of the cannabis dispensing organization is not allowed.

☒ *Meets* ☐ *Does not meet*

5. Hours of operation: Hours of operation are limited to between 6:00 a.m. and 10:00 p.m.

☒ *Meets* ☐ *Does not meet*

6. Environmental: Emission of dust, fumes, vapors, or odors in a manner that impacts neighboring premises or properties or any public property or right-of-way shall be prohibited.

   ☒ *Meets* ☐ *Does not meet*

7. Signage: Electronic message center signs are not permitted for a cannabis dispensary. No cannabis leaf or bud image may be used in promotional signage for the dispensary.

   ☒ *Meets* ☐ *Does not meet*

8. State requirements: The cannabis dispensary must comply with all applicable provisions of the Cannabis Regulation and Tax Act, 410 ILCS 705/1 et seq., as may be revised or amended from time to time.

   ☒ *Meets* ☐ *Does not meet*

9. All hazardous waste and cannabis waste shall be disposed of in accordance with the provisions of the statutes of the State of Illinois and ordinances of the City of Crystal Lake.

   ☒ *Meets* ☐ *Does not meet*

10. On-premises consumption: It shall be prohibited to consume cannabis products in a cannabis dispensary or anywhere on the site occupied by a dispensary.

    ☒ *Meets* ☐ *Does not meet*

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 (Silver Jade LLC, received 08/11/25)
   B. Narrative (330N LLC and Silver Jade, LLC, undated, received 08/11/25)
   C. Site Plan (Architects 127, dated 12/17/21, received 08/11/25)
   D. Floor Plan (Steep Architecture Studio, dated 12/16/21, received 08/11/25)
   E. Elevations (Architects 127, dated 12/17/21, received 08/11/25)

2. Significant modifications to the business operation shall require a Special Use Permit Amendment.

3. Work with staff to provide landscape on the site along the building and around the sign if there is any dead or missing landscape.

4. The windows must be covered with an opaque film frosted, or solid grey or white.

5. No Authorization of Work. This Ordinance does not authorize commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the City, no work of any kind shall be commenced on the Subject Property pursuant to the approvals granted in this Ordinance except only after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

6. Compliance with Laws. Except as otherwise expressly provided in this Ordinance, the UDO and City Code and all other applicable ordinances and regulations of the City shall continue to apply to the Proposed Use and the Subject Property. The development and use of the Subject Property shall be in compliance with the Act and all laws and regulations of all other state and local governments and agencies having jurisdiction.

7. No On-Site Consumption. No cannabis or products that include cannabis (including cannabis-infused products) may be consumed on the Subject Property. The Applicant shall be required to patrol the Subject Property to ensure compliance with this provision.

8. Staffing; Coordination with Police Department. The Proposed Use shall prohibit loitering on or around the premises. Staffing and security procedures shall be consistent with the Application Plans. In addition, the Applicant or Applicant's agents shall meet semi-annually with the Crystal Lake Police Department to review security plans and procedures for the Proposed Use, which plans and procedures may be modified or supplemented by written order of the Police Chief in conjunction with such semi-annual meeting, provided that any such written orders are not inconsistent with this Ordinance, the Act, or applicable State regulations or licensing requirements.

9. Hours of Operation. The Proposed Use may be open for business operations only between the hours of 6:00 a.m. and 10:00 p.m.

10. No Drive-Through Operations. Unless approved by further ordinance of the City Council, no drive-through operations shall be permitted on the Subject Property.

11. Transferees. The rights and obligations set forth in this Ordinance are binding on Applicant and upon any and all of their heirs, successors, and assigns, and upon any and all successor legal or beneficial owners of all or any portion of the Subject Property.

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

City of Crystal Lake
Development Application

Office Use Only
File # _____

Project Title: Silver Jade, LLC. Retail Cannabis Dispensary SUP

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**
X **Special Use Permit**
__ **Variation**
__ **Other**

Petitioner Information

Name: Andy King - Silver Jade, LLC
Address: 330 N. IL. RT. 31
CRYSTAL LAKE, IL 60012
Phone: 321-507-9036
Fax:
E-mail: andy@brightroot.com

Owner Information (if different)

Name: 330N, LLC
Address: 444 N IL RT 31
CRYSTAL LAKE, IL 60012
Phone:
Fax:
E-mail: tbellino1@aol.com

Property Information

Project Description: Special Use Application - More of a provisional application for a Special Use Permit -SUP at 330 N Il. Rt. 31. We are trying to see if the current SUP for retail cannabis will be transferred to us, Silver Jade, the new tenant. If it is not than this is our application for retail cannabis SUP.

Project Address/Location: 330 N. IL. RT. 31,CRYSTAL LAKE, IL 60012

PIN Number(s): 14-34-177-042

Development Team

Please include address, phone, fax and e-mail

Developer: Silver Jade Omar Fakhouri 312-285-9122 Andy King 321-507-9036

Architect: N/A No changes to site, use, or building

Attorney: N/A No changes to site, use, or building

Engineer: N/A No changes to site, use, or building

Landscape Architect: N/A No changes to site, use, or building

Planner: N/A No changes to site, use, or building

Surveyor: N/A No changes to site, use, or building

Other: N/A No changes to site, use, or building

Signatures

Andy King 08/11/2025

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.

08/11/2025

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, SEMPTEMBER 3, 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, Jeff Greenman, Laura Dzielski, Stacy Mason, Kathy Repholz, and Al Skluzacek were present. Bill Gronow and Scott Smith were absent. Mr. Greenman confirmed that a quorum was 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 website. He led the group in the Pledge of Allegiance.

APPROVE 2026 MEETING SCHEDULE

Mr. Greenman took item number four (4). The Commission reviewed the dates for the 2026 meetings.

Ms. Repholz made a motion to approve the 2026 Planning & Zoning Commission Meeting Schedule. Ms. Mason seconded the motion. On voice vote, all members vote aye. Motion passed.

APPROVE MINUTES OF THE AUGUST 6, 2025 PLANNING AND ZONING COMMISSION MEETING

Mr. Greenman moved back to item number three (3). He asked if everyone reviewed the minutes and asked for a motion.

Ms. Mason made a motion to approve the minutes from the August 6, 2025 Planning and Zoning Commission meeting. Ms. Dzielski seconded the motion. On voice vote, all members voted aye. Motion passed.

2025-133 – 1021 MAYHAW DRIVE – VARIATION

Variation to allow construction of a six-foot privacy fence extending 32 feet into the required 50-foot setback for a rear yard abutting a street.

The petitioner and property owner, Bryan Bellah, stated he was requesting the variation for safety and privacy concerns. He explained his property is a double frontage lot and that he has small children and a dog. He indicated a 4-foot fence would not provide the necessary security. He also noted drainage would not be impacted as water could flow under the fence and the existing trees would remain.

Mr. Greenman opened up the public comment portion of the hearing. No one noted they wanted to speak and he closed the public comment portion of the hearing.

Mr. Greenman asked staff for a presentation.

Ms. Maxwell presented the staff report, she explained how the subject property includes an easement for tree conservation within the rear yard. The Tree Conservation Easement language states no principle or accessory structures are allowed within that easement unless approved by the City, and a fence would be considered an accessory structure. She stated that there is a 50-foot rear setback and the petitioner is asking for the variation to encroach into setback for a six-foot fence.

Mr. Greenman turned it over to the Commission.

Ms. Repholz asked for clarification on the Tree Conservation Easement. Staff responded that the easement prohibits structures within said easement. Ms. Repholz also questioned if the request was only due to fence height and if changing to a 4-foot fence would allow for no variation needed. Ms. Maxwell indicated that if the fence were 4-feet, the setback variation would not apply, but the Tree Conservation Easement (TCE) still would.

Ms. Repholz asked if the petitioner was aware of the Tree Conservation easement when purchasing the home. Mr. Bellah responded that he was not. Ms. Repholz also asked what the petitioner would do if the fence was kept outside of the easement or the variation request were to be denied. Mr. Bellah stated he likely would not install a fence at all. She would like to see it outside of the easement.

Ms. Mason asked if there were any alternative solutions that the petitioner has been considering. Mr. Bellah stated forestry or wire fencing would not provide adequate security and aesthetics that him and his family are looking for. Ms. Mason was looking at any impact to the neighbors, she felt the fence would not fit in. She understands he has small kids and asked how the request is tied to hardship standards. Mr. Bellah stated the hardship was safety, privacy and the double frontage lot.

Ms. Dzielski asked if other fences back up to River Birch Boulevard. Mr. Bellah stated he did not believe so.

Mr. Skluzacek said he had no problem with the request and if the owner was ok with the conditions of approval. He noted he was.

Mr. Greenman clarified the setbacks and noted the hardship lies in the double-frontage lot combined with the Tree Conservation Easement. He asked if wrought iron fencing was considered. Mr. Bellah said no, they prefer vinyl for privacy reasons. They need a hardship identified in the 6 standards.

Mr. Greenman asked staff if there were more comments. Ms. Maxwell noted the public hearing was not opened. He replied that he had. A man from the audience stated he did not know that they could ask questions.

Mr. Greenman reopened the public comment portion of the hearing.

Mr. Steve Coleman, 1015 Mayhaw, asked why the easement was necessary given tree ordinances. He was under the impression that you could not remove trees. Ms. Maxwell responded that single family lots under three acres are exempt from the Tree Preservation Ordinance. The Tree Conservation Easement (TCE) was created by the developer to protect and preserve trees in this area to act as a buffer from the road to the homes.

With no one else wishing to speak, Mr. Greenman closed the public comment portion of the hearing and asked for more comments from the Commission or a motion.

Ms. Repholz stated the Tree Conservation Easement exists to preserve neighborhood character and she could not support the request. Mr. Greenman agreed with this statement, and said that the Tree Conservation Easement serves a specific purpose.

Mr. Skluzacek made a motion to approve the requested fence variation to allow a 6-foot fence to encroach 32 feet into the required 50-foot yard abutting a street setback and in the Tree Conservation Easement with the following conditions:

1. Fence application and installation shall be consistent with the information and testimony provided by the petitioner in the hearing and the following provided documents:
   A. Application (Bellah, 5/20/25)
   B. Site Plan (Bellah, 8/1925)
   C. Work Estimate (Aronson Fence, 5/20/25)

2. Comply with the requirements of Section 4-700B (Fences, walls and screening), except as provided for under this variation.

3. The petitioner shall address all review comments and requirements of the departments of Community Development and Public Works & Engineering.

Ms. Mason seconded the motion. On voice vote members Dzielski, Mason, and Skluzacek voted yes, Members Repholz and Greenman voted no. Motion passed 3-2.

2025-145 – 330 N. ROUTE 31 – SILVER JADE CANNABIS DISPENSARY – SPECIAL USE PERMIT

Special Use Permit to allow a Cannabis Dispensary.

The petitioner, Omar Fakhouri of Silver Jade LLC, presented the request for a Special Use Permit to open the dispensary under the Mint Cannabis Brand. He stated that the site meets is away from sensitive usesall buffer requirements, that his group operates in multiple states, and that he accepts all conditions listed by staff. The previous dispensary at this location closed.

Mr. Greenman asked about his dispensary experience. Mr. Fakhouri said Mint Cannabis operates in multiple states including Illinois, they have a good track record and their goal is to extend their growth to Crystal Lake.

Mr. Greenman asked if the petitioner had any concerns about the conditions. Mr. Fakhouri had no concerns and stated their hours are 8 am to 10 pm.

Mr. Greenman opened the public comment portion of the public hearing.

Ms. Deborah Parquette, owner of Purrfect Cat Rescue, raised concerns about prior management allowing consumption of cannabis on site. She said they would buy the product and smoke outside. Her car would smell of cannabis. She asked what would be different under new management.

Mr. Greenman asked if she reported it. Ms. Parquette said she had not.

With no other public wishing to speak, Mr. Greenman closed the public comment portion of the hearing.

Mr. Greenman asked staff if they were aware of any police reports that were filed on prior management. Ms. Maxwell responded that she was not aware of any formal reports, but noted that violations had been issued. A formal letter of violation was sent regarding special event that they had on the property noting they are in violation of their Special Use Permit. Ms. Maxwell also confirmed that consumption of cannabis in public outside is prohibited under state law. She also noted that this is new management.

Mr. Greenman asked the petitioner about smoking outside or on site consumption. Mr. Fakhouri confirmed a zero-tolerance approach and detailed security, which includes guards, cameras, and alarms. Mr. Greenman also asked if the petitioner would be open to engaging with residents, and neighboring businesses near the property. Mr. Fakhouri responded that he wants to maintain positive relationships with neighbors.

Ms. Mason asked about semi-annual meetings with police, number 8 on the conditions recommended by staff. Ms. Maxwell stated they would confirm with the police chief, Mr. Fakhouri had no concerns.

Ms. Dzielski had no questions.

Mr. Skluzacek asked if the conditions were acceptable to the petitioner. Mr. Fakhouri responded he was okay with and accepts the conditions.

Ms. Repholz asked about his relationship to the business. Mr. Fahkouri stated that he is a consultant with experience in the cannabis industry and owner of store in Willowbrook, Illinois. Ms. Repholz asked who owns the subject property. Mr. Fahkouri explained that 330 N LLC owns the property and Silver Jade LLC would be lease for three years. Ms. Repholz asked staff if a security plan was submitted. Ms. Maxwell said yes, that it was included in the narrative. Ms. Repholz inquired why the prior dispensary closed. Ms. Maxwell stated there was an abrupt closed due to management issues.

Mr. Greenman expressed how he had no issues with the request, noting conditions will ensure compliance. He said that the previous cannabis dispensary met all the standards so this business also meets all those standards. He encouraged outreach to neighbors.

Ms. Repholz made a motion to approve the Special Use Permit to allow a Cannabis Establishment with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Silver Jade LLC, received 08/11/25)
   B. Narrative (330N LLC and Silver Jade, LLC, undated, received 08/11/25)
   C. Site Plan (Architects 127, dated 12/17/21, received 08/11/25)
   D. Floor Plan (Steep Architecture Studio, dated 12/16/21, received 08/11/25)
   E. Elevations (Architects 127, dated 12/17/21, received 08/11/25)

2. Significant modifications to the business operation shall require a Special Use Permit Amendment.

3. Work with staff to provide landscape on the site along the building and around the sign if there is any dead or missing landscape.

4. The windows must be covered with an opaque film frosted, or solid grey or white

5. No Authorization of Work. This Ordinance does not authorize commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the City, no work of any kind shall be commenced on the Subject Property pursuant to the approvals granted in this Ordinance except only after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

6. Compliance with Laws. Except as otherwise expressly provided in this Ordinance, the UDO and City Code and all other applicable ordinances and regulations of the City shall continue to apply to the Proposed Use and the Subject Property. The development and use of the Subject Property shall be in compliance with the Act and all laws and regulations of all other state and local governments and agencies having jurisdiction.

7. No On-Site Consumption. No cannabis or products that include cannabis (including cannabisinfused products) may be consumed on the Subject Property. The Applicant shall be required to patrol the Subject Property to ensure compliance with this provision.

8. Staffing; Coordination with Police Department. The Proposed Use shall prohibit loitering on or around the premises. Staffing and security procedures shall be consistent with the Application Plans. In addition, the Applicant or Applicant's agents shall meet semi-annually with the Crystal Lake Police Department to review security plans and procedures for the Proposed Use, which plans and procedures may be modified or supplemented by written order of the Police Chief in conjunction with such semi-annual meeting, provided that any such written orders are not inconsistent with this Ordinance, the Act, or applicable State regulations or licensing requirements.

9. Hours of Operation. The Proposed Use may be open for business operations only between the hours of 6:00 a.m. and 10:00 p.m.

10. No Drive-Through Operations. Unless approved by further ordinance of the City Council, no drive-through operations shall be permitted on the Subject Property.

11. Transferees. The rights and obligations set forth in this Ordinance are binding on Applicant and upon any and all of their heirs, successors, and assigns, and upon any and all successor legal or beneficial owners of all or any portion of the Subject Property.

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

Ms. Mason seconded the motion. On voice vote members Dzielski, Mason, Repholz, Skluzacek, Greenman voted yes. Motion passed 5-0.

REPORT FROM PLANNING

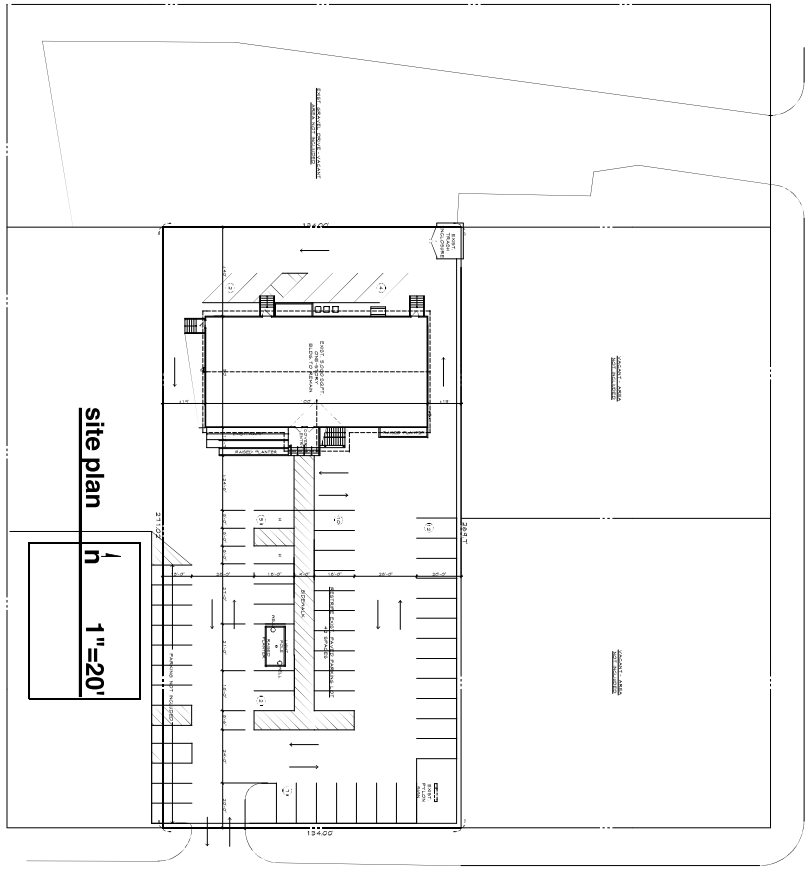
Staff noted the recent City Council approvals and announced that there are no agenda items for the September 17, 2025 meeting, and it will be cancelled. Mr. Greenman asked about the joint workshop. The working session will include discussion on housing, signage, and a neighborhood pattern book.

COMMENTS FROM THE COMMISSION

No comments.

ADJOURNMENT

Mr. Skluzacek made a motion to adjourn the meeting. Ms. Mason seconded the motion. On voice vote, all members voted aye. The meeting was adjourned at 7:44 p.m.



A1.1

PROJECT NO:	2144	REVISION:	DATE:	DESCRIPTION:
DATE:	17 DEC 21		17 DEC 21	PRELIMINARY
DRAWN:	JMF/LAF			

CONTENTS: EXIST. SITE PLAN

EXISTING ONE-STORY MASONRY & PRECAST BUILDING

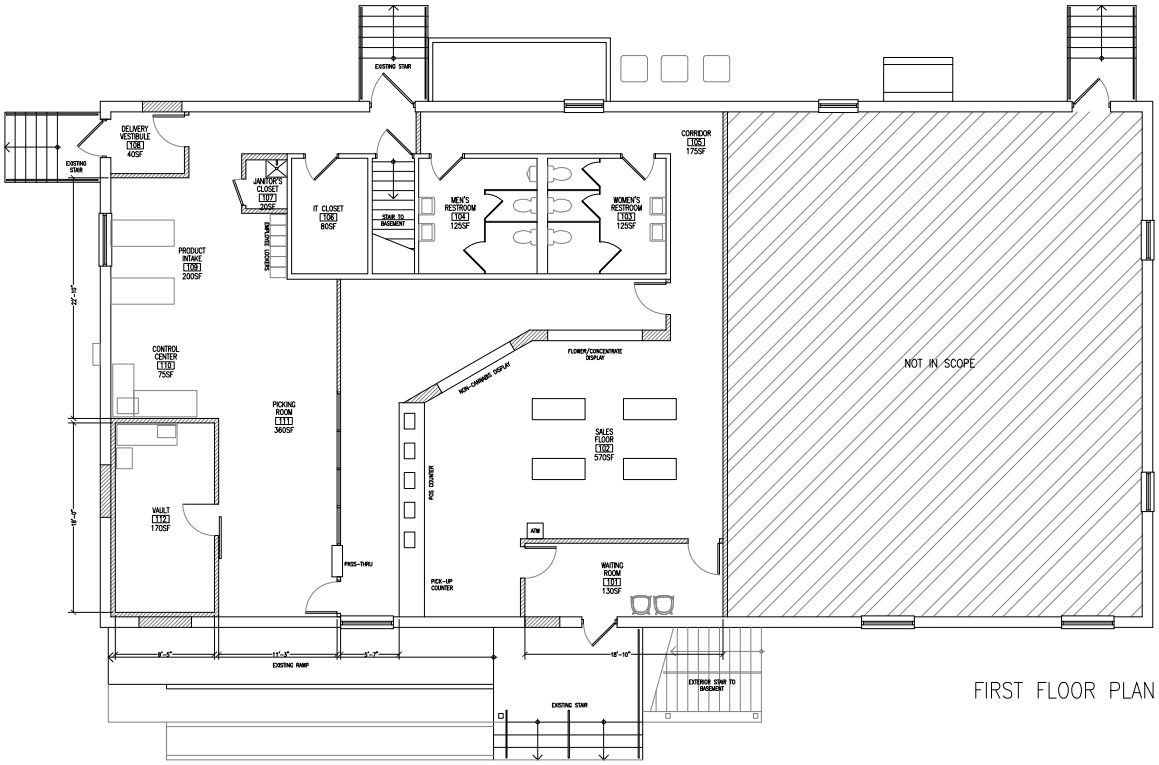
interior tenant finish for SPEC MERCANTILE/OFFICE

330 NORTH ROUTE 31 CRYSTAL LAKE, ILLINOIS

Design Firm License No.: 184 - 002195

Architects 127 + Associates, Inc.

5625 Chesapeake Drive Tel (847) 452-4125
McHenry, IL 60050 architects127@gmail.com



FIRST FLOOR PLAN

steep

steep architecture studio

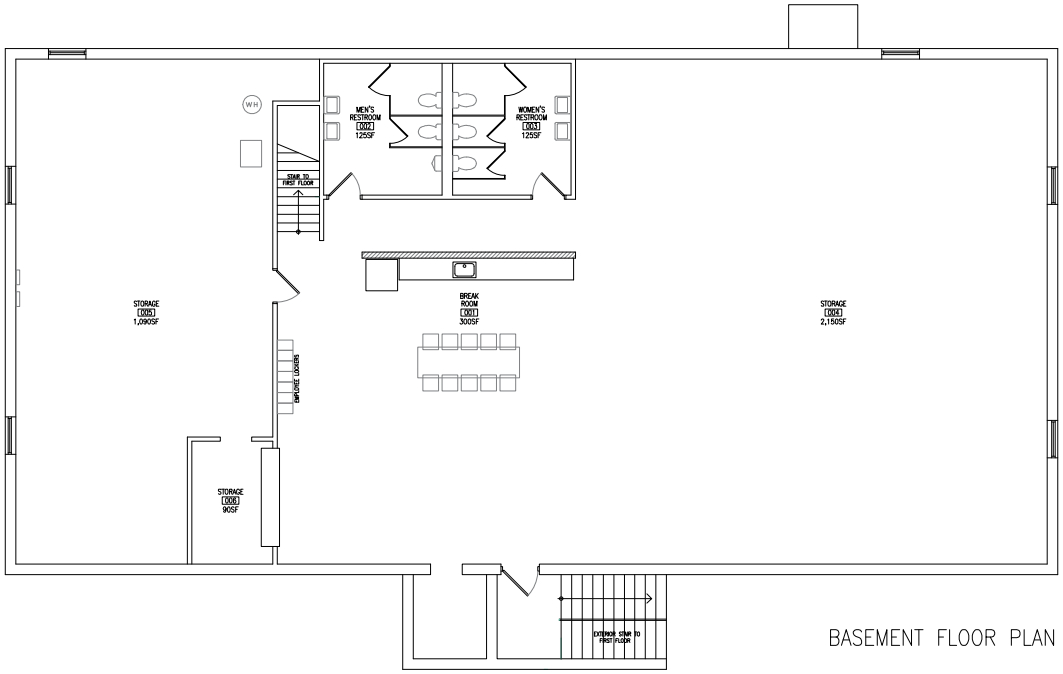
330 north route 31
crystal lake, il
60014

issue : **date :**

issue for zoning 12/16/2021

first floor plan **N**

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



BASEMENT FLOOR PLAN

steep

steep architecture studio

330 north route 31
crystal lake, il
60014

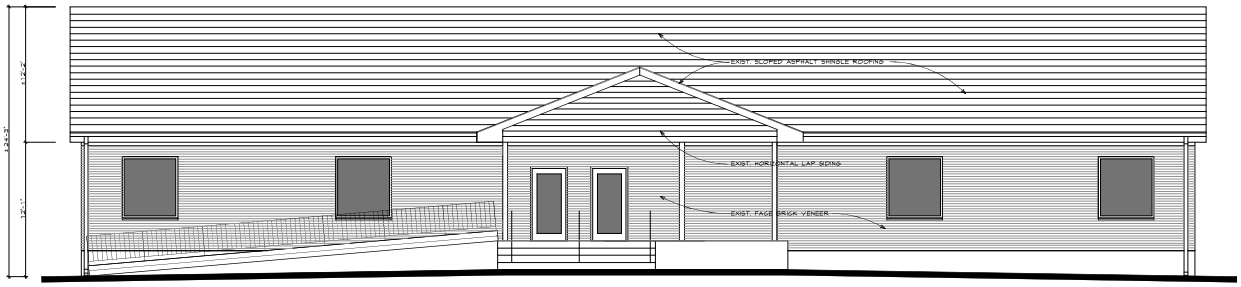
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issue for zoning 12/16/2021

basement floor plan

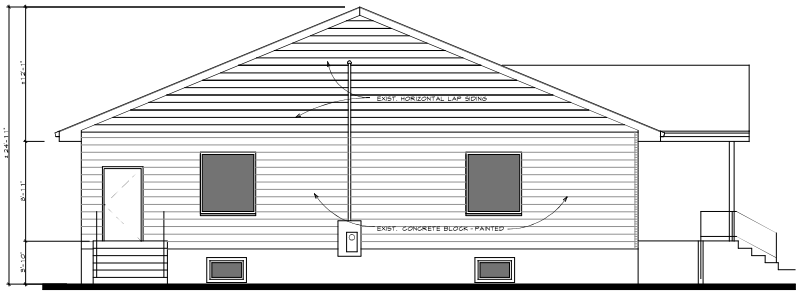
scale : 1/8" = 1'-0"

N

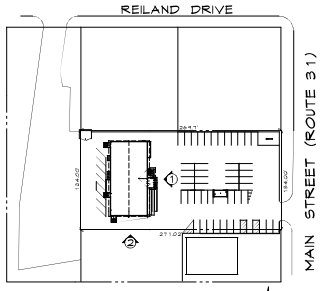


exist. elevations - east (1) 1/4"=1'-0"

- FRONT ELEVATION FACING STATE ROUTE 31



south (2)



key plan

- NO SCALE

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Hanover, Illinois 60106 architects127@gmail.com

EXISTING ONE-STORY MASONRY & PRECAST BUILDING

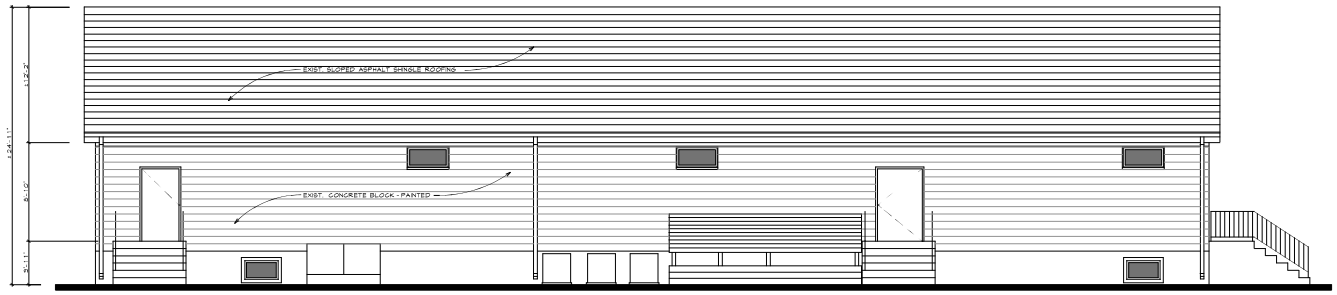
interior tenant finish for SPEC MERCANTILE/OFFICE

330 NORTH ROUTE 31 CRYSTAL LAKE, ILLINOIS

PROJECT NO.:	2144	REVISION:	DATE: DESCRIPTION:
DATE:	17 DEC 21		17 DEC 21 PRELIMINARY
DRAWN:	JHP/LAP		

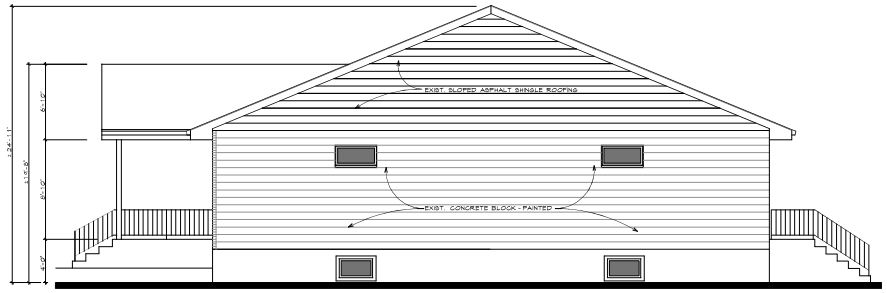
CONTENTS: EXIST. BUILDING ELEVATIONS - EAST & SOUTH
SITE KEY PLAN

A2.1

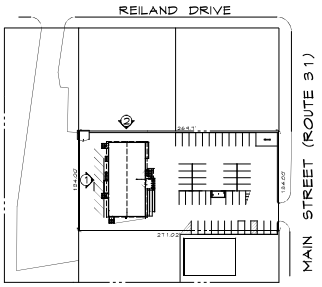


exist. elevations - west ① 1/4"=1'-0"

- PAINT ALL MECHANICAL & ELECTRICAL ITEMS ON EXTERIOR WALL TO MATCH WALL BEHIND AND AROUND MOUNTED ITEM



north ②



key plan

- NO SCALE

Design Firm License No.: 184.002195

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McHenry, Illinois architects127.com

EXISTING ONE-STORY MASONRY & PRECAST BUILDING

interior tenant finish for SPEC MERCANTILE/OFFICE

330 NORTH ROUTE 31 CRYSTAL LAKE, ILLINOIS

PROJECT NO.:	2144	REVISION:	DATE: DESCRIPTION:
DATE:	17 DEC 21		17 DEC 21 PRELIMINARY
DRAWN:	JHP/LAP		

CONTENTS: EXIST BUILDING ELEVATIONS - WEST & NORTH
SITE KEY PLAN

A2.2

Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date: September 16, 2025

Item: Bid Award – Sanitary Sewer Manhole Rehabilitation

Staff Recommendation: Motion to award the contract for Sanitary Sewer Manhole Rehabilitation to the lowest responsive and responsible bidder, Hoerr Construction, Inc., and to adopt a Resolution authorizing the City Manager to execute a contract with Hoerr Construction, Inc. in the amount of $182,984.00 with a 10% contingency for unforeseen expenses and to approve warranted completion date extensions

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

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Background:
Sanitary sewer manhole rehabilitation is now included as an annual program under the City's Capital Improvement Program (CIP), with this year marking the programs first implementation. The City has been lining sanitary sewer lines for many years and is now moving to implement lining technology in manholes. Managed by the Public Works Department, the program targets structural deficiencies identified during routine manhole inspections conducted by City crews. These deficiencies include deteriorated benching (the sloped surface at the base of the manhole that connects the channel to the manhole walls), cracked or leaking walls, and groundwater infiltration.

Infiltration is the unwanted flow of groundwater into the sanitary sewer system through joints, cracks, or porous concrete. This condition is typically caused by aging infrastructure, tree root intrusion, or surface loading. If left unaddressed, infiltration can overwhelm the sewer network, leading to backups and operational challenges at the City's wastewater treatment facilities.

As part of the City's manhole condition assessment and maintenance program, staff have systematically evaluated manholes and compiled a prioritized list of those recommended for rehabilitation. Rehabilitation will include patching and repairing the below-grade structure, followed by the application of a spray-applied liner to reduce infiltration and enhance structural stability, thereby extending the service life of the manhole. Lining is a cost-effective and minimally disruptive alternative to full manhole reconstruction.

Staff followed the City's procurement policies and advertised for bids in the newspaper and on QuestCDN, a web-based bid solicitation service that attracts local and national vendors and contractors. On September 3, 2025, the City of Crystal Lake publicly opened and read aloud the bids received for the lining of manholes at various locations throughout the City. The following is a breakdown of the base bids received:

Description of Work	Unit	Est. Qty.	√ Hoerr Construction, Inc. Goodfield, IL		National Power Rodding Corporation, Chicago, IL	
			Price per Unit	Extension	Price per Unit	Extension
Cementitious Manhole Coating - Spray Applied 48" Manhole	Vertical Foot	497	$324.00	$161,028.00	$495.00	$246,015.00
Cementitious Manhole Coating - Spray Applied 72" Manhole	Vertical Foot	23	$492.00	$11,316.00	$950.00	$21,850.00
Repair Bench and Trough	ea.	6	$1,440.00	$8,640.00	$4,000.00	$24,000.00
Access beyond 100' from road (MH #56 - Zone 4)	ea.	1	$2,000.00	$2,000.00	$2,000.00	$2,000.00
			TOTAL:	**$182,984.00**	**TOTAL:**	**$293,865.00**

√ Indicates recommended lowest responsive and responsible bidder

Recommendation

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

The Public Works Department has reviewed bids received for completeness and accuracy in accordance with the invitation to bid document. City staff has previously worked with Hoerr Construction, Inc. with satisfactory results. Therefore, the Public Works Department recommends that the contract for Sewer Televising and Lining be awarded to the lowest responsive and responsible bidder Hoerr Construction, Inc., in the amount of $182,984.00.

Votes Required to Pass:

Simple majority

DRAFT

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE has identified the need for sanitary sewer manhole rehabilitation to address structural deficiencies and infiltration; and

WHEREAS the CITY received and publicly opened bids for rehabilitation of various sanitary sewer manholes in the City on September 3, 2025; and

WHEREAS the lowest responsive and responsible bidder is Hoerr Construction, Inc.;

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

BE IT FURTHER RESOLVED the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Hoerr Construction, Inc. for the rehabilitation of sanitary sewer manholes in various locations in the amount of $182,984.00; 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 16th day of September, 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

DRAFT

ATTEST

_____

CITY CLERK

PASSED: September 16, 2025
APPROVED: September 16, 2025

THE CITY OF CRYSTAL LAKE

CONTRACT FOR

SANITARY SEWER MANHOLE REHABILITATION

BIDDER'S PROPOSAL

Full Name of Bidder Hoefer Construction, Inc. ("Bidder")

Principal Office Address 1416 County Road 200 N, PO Box 65, Goodfield, IL 61742

Local Office Address 1416 County Road 200 N, PO Box 65, Goodfield, IL 61742

Contact Person Max P. Hoefer II Telephone 309-691-6653

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

Attention: ***Michael Wisinski – Public Works Manager***
SEALED BID: SANITARY SEWER MANHOLE REHABILITATION

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

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

1. **Work Proposal**

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

SCHEDULE OF PRICES

A. UNIT PRICE CONTRACT

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

COMPLETE TABLE AS INDICATED

Description of Work	Unit	Price per Unit	Est. Qty.	Extension
Cementitious Manhole Coating - Spray Applied 48" Manhole	Vertical Foot	$ 324.00	497	$ 161,028.00
Cementitious Manhole Coating - Spray Applied 72" Manhole	Vertical Foot	$ 492.00	23	$ 11,316.00
Repair Bench and Trough	ea.	$ 1,440.00	6	$ 8,640.00
Access beyond 100' from road (MH #56 - Zone 4)	ea.	$ 2,000.00	1	$ 2,000.00

TOTAL CONTRACT PRICE:

One hundred eighty-two thousand, nine hundred eighty-four Dollars and zero Cents
(in writing) (in writing)

182,984 Dollars and 0 Cents
(in figures) (in figures)

D. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

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