CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING

City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
October 21, 2025
7:00 p.m.

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Approval of Minutes – October 7, 2025 Regular Meeting**

5. **Accounts Payable**

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

7. **Mayor's Report**

8. **City Council Reports**

9. **Consent Agenda**
   a. **Special Event Request and Street Closure – St. Thomas the Apostle School Trunk or Treat, October 24, 2025**
   b. **City Code Amendment to Increase the Number of Class 29 Liquor Licenses – Applicant: Lake Roots Market and Café LLC, located at 475 W. Virginia**

10. **1501 Carlemont Drive - Extension of a Preliminary Planned Unit Development, Preliminary Plat of Subdivision and Special Use Permit for a Car Wash**

11. **731 East Terra Cotta Avenue, Clover Communities Crystal Lake – Final Planned Unit Development Amendment to allow a monument sign with size and height variations**

12. **210 McHenry Avenue - Historic Landmark Designation for the Crystal Lake Academy Building and iron fence**

13. **Fire Rescue Staff Vehicle 303 Additional Emergency Lighting**

14. **Intergovernmental Grant Agreement between the Federal Emergency Management Association (FEMA) and Sourcewell Purchasing Cooperative Agreement for a Fire Prevention and Safety Demonstration Trailer**

15. **Policy Approval – Property Owner Initiated Lead Service Line Replacement Reimbursement Program Revision #2**

16. **Board and Commission Appointments: Sustainability Committee**

17. **Board and Commission Appointments: Civic Center Authority**

18. Raue Center Upkeep Agreement

19. Hotel Tax Funding Guidelines

20. Council Inquiries and Requests

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

22. Reconvene to Regular Session

23. Adjourn

If special assistance is needed in order to participate in a City of Crystal Lake public meeting, please contact Melanie Gray, Executive Assistant, at 815-459-2020, at least 24 hours prior to the meeting, if possible, to make arrangements.

Agenda Item No: 9a

City Council
Agenda Supplement

Meeting Date: October 21, 2025

Item: Special Event Request and Street Closure – St. Thomas the Apostle School Trunk or Treat, Friday, October 24, 2025

Staff Recommendation: Motion to approve the Special Event Request for St. Thomas the Apostle School's Trunk or Treat, including street closure, to be held on Friday, October 24, 2025 pursuant to the recommended conditions

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

Background:
St. Thomas the Apostle School is requesting to hold a Trunk or Treat Special Event at the Little Christopher's Shoppe parking lot at 469 Lake Street. This request includes the closure of Lake Street between Washington Street and the western portion of the St. Thomas the Apostle Church property, on Friday, October 24, 2025, from 4:30 p.m. until 6:00 p.m.

The organizers are requesting to close Lake Street to ensure the safety of children crossing from the school to parking lot.

City staff has reviewed the petitioner's request and does not have any concerns regarding the closure of Washington and Lake Streets, providing the following conditions are met:

1. The approval is valid on October 24, 2025 from 4:30 p.m. to 6:00 p.m.
2. City-owned barricades must be used to block off the street closure sections. Barricades shall be placed to allow access to existing crosswalks. In addition, a "Local Traffic Only" sign must be temporarily placed at the entrance to Lake Street from Dole Avenue. The petitioner has submitted a Barricade Borrowing Application.
3. The petitioner must send a notice to all affected property owners along Lake Street.
4. Signs indicating the road closure shall be posted a minimum of 7 days prior to the event.

5. The petitioner must contact the School Districts in the area in case there are any bus routes that may utilize Lake Street.
6. Emergency vehicle access must be maintained throughout the event. Items should not be placed on the roadway to prohibit access, and volunteers should be available to remove barricades to allow emergency vehicles on the roadway, if necessary.
7. Emergency access to the School must be maintained throughout the event.
8. An access lane of no less than 20 feet must be maintained for emergency vehicles access buildings directly off Lake St.
9. Volunteers should be available to remove barricades to allow property owners on the roadway, if necessary.
10. All debris created by the event shall be cleaned up during and after the event.
11. Pop up tents, tents, or other types of portable tents shall be properly anchored.
12. No signs for the event can be placed so they block vehicle sight lines for cars on the road or leaving the driveway.
13. Generators, if used, must be a minimum of 20 feet from any tents and/or canopies, and protected from the public by fencing, enclosure, or other approved means. *Generators shall be properly grounded as outlined by the manufacturer.*
14. All electrical connections and cords shall meet the requirements of the 2017 National Electric Code. Contact the Building Department at (815) 356-3605 if you have any questions.
15. All electrical cords shall be covered to avoid a potential trip hazard. Electrical cords shall utilize an approved, commercially available cord protector.
16. A weather monitoring person is required during the event and an emergency plan shall be in place in the event of severe weather.
17. In the case of inclement weather, an alternate date can be approved by the City Manager.

The City Council has approved this event in the past. The applicant has been made aware of these recommended conditions and advised to attend the October 21, 2025 City Council meeting to answer any questions.

Votes Required to Pass:
Simple majority vote

COPY

Office Use Only:
Application #: _____

City of Crystal Lake
Simplified Special Event Permit Application

Please submit the application at least two (2) weeks prior to event.

Name of Event: St. Thomas the Apostle School "Trunk or Treat" Event

Type of Event:

☐ Outdoor Plant Sale ☐ Holiday Greenery Sale Event

☐ Outdoor Sales Event or Promotion ☐ Other School Children

Do you have permission from the property owner to operate on this property? ☒ Yes ☐ No
(Note: Please include written permission from the property owner. An e-mail from the owner is acceptable)

Applicant: St. Thomas the Apostle School
Address: 265 King Street
Crystal Lake, IL 60014
Telephone: 815-459-0496
E-mail [redacted]

Owner: St. Thomas the Apostle Church
Address: 272 King Street
Crystal Lake, IL 60014
Telephone: 815-455-5400
E-mail: frbob@stthomascl.church

Location of Event: 469 Lake St., Crystal Lake, IL Little Christophers Shoppe Parking Lot

Date(s) of Event: Friday, October 24, 2025 Hours of Event: 4:30 pm to 6:00 pm

General Description of the Event (Attach a separate page if necessary):
Handing out candy from cars parked in the parking lot. A DJ will be present; fire truck to be present

Will you be using tents or canopies at your event? ☐ **YES** ☒ **NO**

Will you have temporary lighting or need temporary electricity outlets for this event? ☐ **YES** ☒ **NO**

Are you planning to put up signs to promote your event? ☐ **YES** ☒ **NO**
If yes, include a description of the types of signs you will use for this event and show their location on the site plan.

Applicant: Robert W. Jones Robert W. Jones PASTOR 9-29-25
(Print & Sign name) *Date*

Owner: Robert W. Jones Robert W. Jones PASTOR 9-29-25
(Print & Sign name) *Date*

Revised: August 2021

City of Crystal Lake

Barricade & Cone Borrowing/ Block Party Application

Individuals wanting to borrow barricades or cones from the City of Crystal Lake are required to provide the information requested and agree to all of the conditions stated in the following application.

Privately sponsored Events on Private Property are excluded. Organizer must provide own barricades /cones.

Name & Location of Event: St. Thomas the Apostle School "Trunk or Treat" Event

Rev. Robert W Jones
First Name Last Name

272 King St. Crystal Lake, IL 60014
Residential Address City State Zip

(815) 455-5400 [redacted] 2025frbob@stthomascl.church
Home Phone Cell Phone Email

Date of Event: 10/24/2025 Time of Event: 4:30 pm to 6:00 pm

Number of Barricades Needed *(maximum 12) at least two per intersection*: 6

Number of Cones Needed *(maximum 20)*: 6

Street(s) to be closed to non-emergency traffic:

Lake Street between Washington St. and Florence St.
Street Name Street Name Street Name

Applicant agrees to:

- Return barricades and cones in the same condition as received.
- Return barricades and cones to the City Garage on the following business day after completion of the event.
- Reimburse the City of Crystal Lake for barricades or cones which are damaged or missing at a rate of $98 per barricade and $26 per cone.

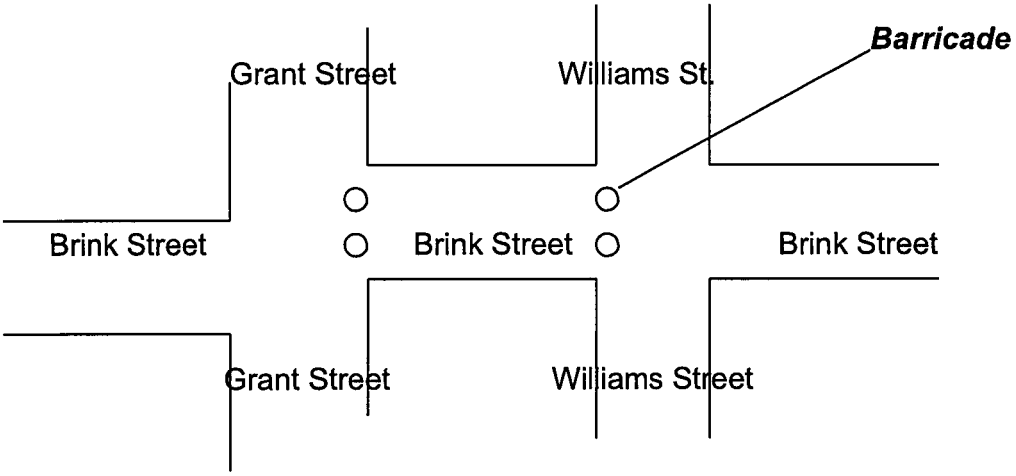
Robert W. Jones
Borrower Signature

9/25/25
Date

Please return application to the Public Works Department at: bmogan@crystallake.org or City of Crystal Lake, 100 W. Woodstock Street, Crystal Lake, IL 60014 (815) 356-3614

Prior to approval for the use of City barricades or cones, the applicant is required to identify the exact placement of the barricades and cones. In the space provided below, please draw a map indicating the location of the barricades or cones to be used for the event and provide a description of the street(s) to be closed to non-emergency traffic (see example below).

Example:



Example Description:
Access to Brink Street between Grant Street and Williams Street will be closed to non-emergency traffic.

Map showing the Location of the Barricades and Cones:

Description:

Please return application to Public Works Department at: bmogan@crystallake.org or City of Crystal Lake, 100 W. Woodstock Street, Crystal Lake, IL 60014 (815) 356-3614

City of Crystal Lake
Block Party Application Procedures

The following procedures should be followed when applying for a block party. The attached application must be completely filled out and submitted to the Public Works Department at least one week before the block party is to be held. Should you have any questions, please call the Public Works Department at 815-356-3614.

1. An application requesting approval for the block party must be submitted to the Public Works Department indicating the location, date and time of the event. The request must contain signatures from at least 50% of the residents on that particular block.

2. In the event a street or streets will be closed to thru traffic, city owned barricades must be used to block off street entrances. (Please be specific as to what streets will be closed, as many streets have similar names and are distinguished only by Lane, Drive, etc.). The City will provide the barricades and/or cones, by completing the applicable portion of the application. **It will be the responsibility of the applicant to pick up the barricades and/or cones on the business day before the event, and must be returned on the business day following the event.**

3. All litter produced, as a result of the event must be properly attended to.

4. The block party should be conducted in an orderly manner.

5. A written response will follow as soon as a determination has been made by the Public Works Department. Included in the letter will be specific instructions on when and where to pick up the barricades and/or cones.

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Agenda Item No: 9b

City Council
Agenda Supplement

Meeting Date: October 21, 2025

Item: City Code Amendment to Increase the Number of Class 29 Liquor Licenses – Applicant: Lake Roots Market and Café LLC, located at 475 W. Virginia Street

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

Staff Contact: Melanie Gray, Executive Assistant

Background:
At the July 15, 2025, City Council meeting, the City Council approved an amendment to the City Code for the creation of a Class 29 liquor license for Lake Roots Holdings LLC, d/b/a Lake Roots, located at 475 W. Virginia Street.

The business owners have since notified the City the corporation name for the business is no longer Lake Roots Holdings LLC, but instead Lake Roots Market and Café LLC. This change of corporation necessitates the creation of a new license in the name of the new corporation, as the State of Illinois did not accept the previous license and is requiring a new license be issued.

The owner will surrender the previous liquor license, and the number of allowable Class 29 liquor licenses will be automatically reduced from two to one. The number of allowable Class 29 liquor licenses will increase from one to two once the Lake Roots Market and Café LLC liquor license is issued.

There are no other changes to the license.

The attached Ordinance approves an increase in the number of Class 29 liquor licenses in order to allow the creation the issuance of a new Class 29 liquor license to Lake Roots Market and Café LLC, 475 W. Virginia Street upon surrender of the previous liquor license.

Votes Required to Pass:
Simple majority

Ord. No.
File No. 255 L

The City of Crystal Lake Illinois

AN ORDINANCE AMENDING THE CODE OF THE CITY OF CRYSTAL LAKE

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

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

Immediately upon surrendering of the Class 29 Liquor License issued to Lake Roots Holdings LLC, the number of Class 29 Liquor Licenses shall be increased from 1 to 2.

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

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

DATED at Crystal Lake, Illinois, this 21st day of October, 2025.

Draft

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: October 21, 2025
APPROVED: October 21, 2025

Agenda Item No: 10

City Council
Agenda Supplement

Meeting Date: October 21, 2025

Item: Extension of a Preliminary Planned Unit Development, Preliminary Plat of Subdivision and Special Use Permit for a Car Wash

Claudio Da Rosa, applicant

Recommendation: Motion to grant a one-year extension to the Preliminary PUD, Preliminary Plat of Subdivision, and Special Use Permit approval for 1501 Carlemont Drive.

Contact: Kathryn Cowlin, Director of Community Development

Background:

- History: The City's Unified Development Ordinance sets expiration time periods for certain approvals. A Preliminary Planned Unit Development (PUD) approval and Special Use Permit (SUP) approval are valid for two years, unless extended by the City Council.
- Current Approval from November 7, 2023:
  - The property is zoned B-2 PUD. It was rezoned from R-2 PUD.
  - Preliminary PUD for a four-lot commercial development and car wash.
  - Preliminary Plat of Subdivision to create four lots.
  - Special Use Permit for a Car Wash.
- Options:
  - Approval of the extension preserving the ability to request a Final PUD/Final Plat and maintain the Special Use Permit to construct the Car Wash.
  - Deny the requested extension and the PUD, Plat, and SUP would expire and the property would be one B-2 PUD zoned property. New zoning approvals would be required for future development.

Key Factors:

- In 2023, the petitioner noted the rezoning was needed to secure leads for the other retail uses and was determined to bring the Final PUD through the process soon.
- There are no other retail uses secured for the property at this time.

- The Planning and Zoning Commission recently reviewed a conceptual PUD for a car wash at Sands and Route 14. The PZC was not favorable of the request due to the current supply of car washes (12 car washes), no sales tax generated and utilization of a substantial amount of water. They did not feel a car wash was appropriate as the "entrance" to the City at that location.

Votes Required to Pass: A simple majority vote.

PIQ Map

1501 Carlemont Drive



Dear Crystal Lake City Council,

Re: 1501 Carlemont Dr, Crystal Lake, IL

10/1/25

We would like to take an opportunity to provide an update on our development. We are excited that we continue to capture interest in our property. For example, a nationally recognized savory concept with locations across the U.S. demonstrated significant interest; however, we could not agree on a price and concessions requested. As you may have been aware, Starbucks was also interested in our site, but ultimately decided on a site one mile north on Randall and Ackman. While we continue to garner interest, we do not want to rush the process in attracting the best candidates for your city and our development. To that end, we are requesting a one-year extension to the preliminary PUD.

Below are the reasons for our request and general feedback from interested parties:

- "In between" site - several well-known users/operators indicated that our site is in close proximity to existing locations on Randall Rd. in either Algonquin and/or Crystal Lake on NW Highway
- Interest rates remain high - while promising that feds cut rates recently, continued rate cuts are desired until end users have sub 5% mortgage rates to encourage development and mitigate risk
- Construction costs have risen 44% over the past several years* - steel and other building labor/material costs have a significant impact on new development. Given we own vacant land with no pre-existing buildings, it is currently more cost effective for developers and franchisors to re-develop existing buildings vs initiate new construction
- Alternate users - there may be other users outside of the preliminary PUD who may be interested in our development. As such, there may be other uses the city may consider

We are excited and eager to progress in developing the site and thank you for your time.

Sincerely,

CLRD

* https://morrisgarritano.com/resource/rising-material-costs-in-the-construction-industry-and-how-it-affects-insurance-rates/

The City of Crystal Lake
PROCEEDINGS OF THE CITY COUNCIL
Aaron T. Shepley City Hall, 100 W. Woodstock Street, Crystal Lake, IL 60014
Regular Meeting
November 7, 2023

Call to Order
Mayor Haleblian called the meeting to order at 7:00 p.m.

Roll Call
Mayor Haleblian and Councilmembers Ellen Brady, Brett Hopkins, Cameron Hubbard, Ian Philpot, Mandy Montford and Denise Smith were present. City Clerk Nick Kachiroubas was absent.

City Manager Eric Helm, Assistant City Manager Nick Hammonds, Director of Public Works and Engineering Michael Magnuson, Director of Community Development Kathryn Cowlin, Finance Director Jodie Hartman, Assistant Finance Director Adam Orton, Police Chief James Black, Fire Rescue Chief Craig Snyder, Information Technology Director Steve Weishaar, and City Attorney John Cowlin were also present. Special Legal Counsel Victor Filippini was also present telephonically.

Pledge of Allegiance
Mayor Haleblian welcomed the family of Air Force Reserves Major Stephen Pfaff, including his mother, Sharon Pfaff, and his grandmothers June Pupich and Jo Ann Pfaff.

Major Pfaff attended the Air Force Academy in Colorado Springs and received a Masters from American Military University in Intelligence Studies. He is currently stationed at Langley Air Force Base in Virginia where he is developing training and policy for future information warfare professionals.

Approval of Minutes
Councilman Hopkins moved to approve the minutes of the October 17, 2023 Regular City Council Meeting. Councilwoman Montford seconded the motion. On roll call, all present voted yes. Motion passed.

Accounts Payable
Councilman Hopkins moved to approve the November 7, 2023 Accounts Payable in the amount of $2,473.315.89. Councilwoman Smith seconded the motion. On roll call, all present voted yes. Motion passed.

authorizing the City Manager to execute the Grant Agreement with Today's Uniform Store. Councilman Philpot seconded the motion. On roll call, all present voted yes. Motion passed.

14. **771 Oak Court - Variations to allow construction of a new garage with a two-foot encroachment into the required five-foot yard abutting a street setback, creating a three-foot setback, a two-foot encroachment into the required five-foot side yard setback, creating a three-foot setback, and a single dormer on each side exceeding the maximum 20% allowed per side, to allow 80% per side, a variation of 14 feet 3 inches in length**

Community Development Director Kathryn Cowlin provided a summary of the petitioner's request. She indicated several variations for dormers have recently been approved on the same street. The Planning and Zoning (PZC) made a positive recommendation for the request, with the hardship being the narrow width of the lot.

Mayor Haleblian asked if anyone in the public wished to speak on the request. No one wished to speak.

Councilwoman Montford asked Ms. Cowlin about amending the Unified Development Ordinance (UDO) to address dormer variations. Ms Cowlin said this could be looked at for a future UDO amendment.

Councilwoman Brady moved to approve the Planning and Zoning Commission (PZC) recommendation and adopt an Ordinance granting the variations for 771 Oak Court. Councilman Hopkins seconded the motion. On roll call, all present voted yes. Motion passed.

15. **1501 Carlemont Drive - Rezoning from R-2 PUD Single-Family Residential to B-2 PUD General Commercial, Preliminary Planned Development for a four-lot commercial development and car wash, Preliminary Plat of Subdivision and a Special Use Permit for a car wash**

Community Development Director Kathryn Cowlin provided a summary of the petitioner's request, including the location of the property and the need to rezone the property from residential to commercial. She reviewed the site plan, access points, potential uses such as quick service restaurants and a carwash. An update to the traffic study needs to be completed for final Planned Unit Development approval.

Ms. Cowlin also reviewed the variations requested as part of the approval, including setbacks and signage. She reviewed the PZC recommendations, and clarified the petitioner's questions on the acknowledgement sheet.

Claudio De Rosa thanked City staff and was happy to answer any questions.

Mayor Haleblian asked if anyone in the public wished to speak on the request. No one wished to speak.

Councilwoman Brady asked the petitioner how long it would take before the Final Planned Unit Development (PUD) would be brought for review and approval.

Mr. De Rosa said there are obstacles to marketing the property as it was zoned residential, but he is determined to make it happen.

Councilwoman Brady said although she would like to see all four users at Final PUD, but does not want to hold up the car wash approval. She said hopefully this would help market the location as well.

Councilman Philpot said he appreciated the site design and use of brick on the buildings to match the surrounding area. He agreed with Councilwoman Brady in requiring two users, not all four, understanding it might be difficult at this time.

Councilwoman Smith said she likes the plan, but is hoping that a different restaurant use will be included not another fast food drive through. She asked for clarification regarding the blue color on the building. Ms. Cowlin said there is no longer blue on the façade, but red brick and stone colors that fits with the area.

Councilman Hopkins said he is in favor of the development; he supports preliminary approval with the carwash use only. He asked the petitioner about other concerns that had been expressed. Signage will be a question at Final Planned Unit Development approval.

Mr. De Rosa said his questions and concerns had been addressed.

Councilman Hubbard said he did not have additional questions, and would support the carwash approval without other businesses at this time. He said a carwash is a good use for the location.

Councilwoman Montford said she is in agreement with her fellow Councilmembers.

Mayor Haleblian said he was originally concerned with approving a carwash only at the site, but no longer feels this is a concern.

Councilwoman Brady moved to approve the Planning & Zoning Commission (PZC) recommendation and adopt an Ordinance granting a Rezoning to B-2 PUD, Preliminary Planned Unit Development, Preliminary Plat of Subdivision and Special Use Permit for a four-lot commercial development and car wash at 1501 Carlemont Drive. Councilman Philpot seconded the motion. On roll call, all present voted yes. Motion passed.

20. Depot Park Public Place Project Concept Discussion – For Discussion Only

Community Development Director Kathryn Cowlin provided a brief summary of the project and introduced consultant representatives for a presentation and get City Council feedback.

Janet Cherbak of Gewalt Hamilton, introduced team members and provided an overview of the project design so far including a band shell, water feature, a space for public art and to hold winter activities. She said that the design keeps Crystal Lake's history in mind, while incorporating feedback received so far from the public. Additional feedback from the Mayor and City Council is needed to move forward with additional design and next steps in the project.

Jodie Mariano, of Teska Associates, reviewed work completed so far, three design concepts and priorities highlighted in past public surveys (event space/band shell flexible seating, pergola, ice skating/holiday activities, a water feature and nature-based play) for depot park improvements, infrastructure and cost analysis. She said an ice skating has been tabled for now due to cost restraints, instead focusing on more cost-effective activities.

2023-163 – 1501 CARLEMONT DRIVE - CARWASH – REZONING, PRELIMINARY PLANNED UNIT DEVELOPMENT, PRELIMINARY PLAT OF SUBDIVISION, SPECIAL USE PERMIT – PUBLIC HEARING

Rezoning from R-2 PUD Single Family Residential to B-2 PUD General Commercial, Preliminary Planned Unit Development and Preliminary Plat of Subdivision for a four-lot commercial development, and Special Use Permit for a car wash.

Claudio Da Rosa, agent for the petitioner, and Terry Adams, were present to represent the petition. Mr. Da Rosa explained the site plan, changes from the conceptual plan, lot sizes and variations.

Ms. Rivard spoke to the request for Rezoning, Preliminary PUD, Preliminary Plat of Subdivision and Special Use Permit for a car wash. Ms. Rivard explained the changes from the March 2023 conceptual plans to the proposed plans. Ms. Rivard noted the proposed McHenry County Department of Transportation's plans for Randall Road and how it affected the property. Ms. Rivard explained the variation requests specifically the signage variation. Ms. Rivard explained that staff considered the blue panels to be signage resulting in a significant variation request. Ms. Rivard noted that most of the required street trees were in existence, and that the petitioner was proposing perimeter and interior parking lot landscaping. Ms. Rivard noted that staff would like to see more landscaping along Carlemont Drive.

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

Mr. Skluzacek asked if there were other uses. Mr. Da Rosa stated he has spoken with regional and national chains, but the holdup is the zoning. He mentioned an ice cream shop. Mr. Skluzacek asked about the multi-tenant users. Mr. Da Rosa noted it is an 18,000 square foot building. He has talked with several users in Crystal Lake who are interested in moving, but cannot make commitments yet. Mr. Skluzacek stated he would like to see more than just the car wash.

Mr. Gronow asked why the elevations changed. Mr. Da Rosa explained the elevations were more contemporary. Mr. Adams explained they are commonly used materials and have a contemporary look and feel. Mr. Gronow stated he is not a fan of the blue and white, and would prefer to see the original elevations.

Ms. Teetsov noted she was not at the first meeting. She is not a fan of the fake looking elevations.

Ms. Mason noted she was not at the first meeting. She asked about a noise control study. Mr. Da Rosa explained the central vacuum system where sound would come from. Mr. Adams noted the setbacks. Ms. Mason asked about the County's Randall Road improvements and when they are anticipated to be complete. Ms. Wilgreen stated the County anticipates the improvements being complete in Spring 2024.

Mr. Smith asked about the drive-throughs. He asked if the access points could be consolidated. He noted he is concerned with the traffic flow. Mr. Adams stated the car wash does not allow for access. Ms. Wilgreen spoke to the storm water. She noted it was platted with the subdivision and the site was factored in. Mr. Smith stated he has no problems with the variations.

Mr. Greenman sated he likes the layout. He noted most members do not like the blue. Mr. Greenman stated the small outlots around have flavor and the elevations need to compliment them. Mr. Da Rosa likes the proposed design but it is not a deal breaker. Mr. Greenman asked about the topography differences as he was very concerned with the view on Randall Road. Mr. Da Rosa explained the northeast corner is the highest point. Mr. Adams also spoke to the topography. Mr. Greenman stated he want to be conscious of sight lines. Mr. Smith stated there appears to be a 9-10' elevation difference. He would like them to make the retaining wall look nice. Mr. Greenman asked that petitioners to be very cautious as this is an important piece of land. He does not want to see a lot of variations. Mr. Da Rosa noted he wants conversations up front about the architecture. Mr. Adams stated the blue/white elevation was for the car wash only. Mr. Greenman noted there are two bars in the area and spoke to the on-street parking in the area. Mr. Da Rosa stated it is not a deal breaker if one lot was not a quick-service restaurant. He would like to see something other than a McDonald's. Mr. Da Rosa spoke to his car wash in Aurora and the surrounding development. He also spoke to the location of the proposed car wash. He noted Route 31 is three miles away and that this is a challenging area. He believes it will spark interest in the area.

Mr. Gronow made a motion to approve 2023-163 with the removal of condition 2.a. Ms. Teetsov stated she would like to see more users prior to Final PUD. Mr. Smith also stated he would prefer to see it together and would support the motion. Discussion ensued on whether or not to add a condition that requires the user to secure another tenant/user prior to Final PUD. Mr. Gronow stated that would not be fair to the petitioner. Mr. Greenman stated the motion stands. Mr. Da Rosa spoke to the options for ground lease or build-to-suit options. Mr. Smith asked about the utilities for the site. Ms. Wilgreen stated he lot will have independent utilities (water and sewer). Mr. Smith seconded the motion with the amended conditions. On roll call, Members Greenman, Gronow, Mason, Skluzacek, and Smith voted yes. Ms. Teetsov voted no. Motion passed 5-1.

REPORT FROM PLANNING

Staff noted the items that were recently approved by the City Council.

COMMENTS FROM THE COMMISSION

None.

ADJOURNMENT

Mr. Smith made a motion to adjourn the meeting. Mr. Skluzacek seconded the motion. On voice vote, all members voted aye. The meeting was adjourned at 10:56 p.m.

These documents in this form, electronic media, are being provided at your request. The information contained is proprietary in nature and may only be utilized for the current project. All document information contained herein including but not limited to, printed literature, bids, details, etc. may not be reproduced, sold, distributed or utilized in any form or in other projects without the express written permission of Adams Design Group, Ltd. Due to the unsecured nature of these documents (electronic media) and the inability of the originator to maintain control over the use thereof, Adams Design Group, Ltd. assumes no responsibility for any consequences arising out of the use of the data. It is the sole responsibility of the user to check the validity of all information contained herein. The user shall at all times refer to the signed and sealed construction drawings for the project during all phases of the project. The user shall assume all risks and liabilities resulting from the use of the data. By accessing and/or extracting the information from the attached file, the recipient acknowledges and agrees to the above terms regarding the use of the information contained within the attached file.

PROPOSED PLANNED UNIT DEVELOPMENT
1501 CARLEMONT DRIVE
CRYSTAL LAKE, ILLINOIS 60014



ABBREVIATIONS LEGEND

AB	ANCHOR BOLT	HB	HOSE BIBB	R	RISER
ABV	ABOVE	HC	HOLLOW CORE	RAD	RADIUS
A/C	AIR CONDITIONING	HD	HEAT DETECTOR	RD	ROOF DRAIN
ACT	ACOUSTICAL CEILING TILE	HDR	HEADER	REF	REFERENCE
ADH	ADHESIVE	HDW	HARDWARE	REFR	REFRIGERATOR
AFF	ABOVE FINISH FLOOR	HORIZ	HORIZONTAL	REG	REGISTER
ALT	ALTERNATE	HP	HIGH POINT	REINF	REINFORCE / REINFORCING
ALUM	ALUMINUM	HR	HOUR	REQD	REQUIRED
ANOD	ANODIZED	HT	HEIGHT	RET	RETURN
APPROX	APPROXIMATE	HTG	HEATING	REV	REVISION
ARCH	ARCHITECTURAL	HVAC	HEATING, VENTILATION, A/C	RH	RIGHT HAND
BD	BOARD	HWD	HARDWOOD	RM	ROOM
BLDG	BUILDING	HW	HOT WATER	RO	ROUGH OPENING
BLKG	BLOCKING	HWH	HOT WATER HEATER	ROW	RIGHT OF WAY
BM	BEAM	ID	INSIDE DIAMETER	RWB	RUBBER WALL BASE
BRG	BEARING	IN	INCH	SC	SOLID CORE
BSMT	BASEMENT	INCL	INCLUDED / INCLUDING	SCH	SCHEDULE
BTM	BOTTOM	INSUL	INSULATION / INSULATING	SF	STOREFRONT WINDOW SYSTEM
BW	BOTH WAYS	INT	INTERIOR	SHWR	SHOWER
CF	CUBIC FOOT	INV	INVERT	SH	SPRINKLER HEAD
CI	CONTINUOUS INSULATION	JAN	JANITOR	SHT	SHEET
CIP	CAST IN PLACE	JC	JANITOR'S CLOSET	SIM	SIMILAR
CJ	CONTROL JOINT	JST	JOIST	SD	SMOKE DETECTOR
CLG	CEILING	JT	JOINT	SPEC	SPECIFICATION
CLR	CLEAR / CLEARANCE	LAB	LABORATORY	SPL	SPECIAL
CM	CENTIMETER	LAM	LAMINATE	SQ	SQUARE
CMU	CONCRETE MASONRY UNIT	LAV	LAVATORY	SS	STAINLESS STEEL
COL	COLUMN	LB	POUND	STD	STANDARD
CONC	CONCRETE	LBL	LABEL	STL	STEEL
CONST	CONSTRUCTION	LGTH	LENGTH	STOR	STORAGE
CONT	CONTINUOUS	LH	LEFT HAND	STRUCT	STRUCTURAL
CONTR	CONTRACTOR	LL	LIVE LOAD	SUSP	SUSPENDED
CORR	CORRIDOR	LS	LIMESTONE	SVF	SHEET VINYL FLOORING
CPT	CARPET	LP	LOW POINT	SYN	SYNTHETIC
CT	CERAMIC TILE	LT	LIGHT	SYS	SYSTEM
CTR	CENTER	LTL	LINTEL	T	TOP
CW	COLD WATER	LVL	LOUVER	T+B	TOP AND BOTTOM
CY	CUBIC YARD	MAX	MAXIMUM	T+G	TONGUE AND GROOVE
DBL	DOUBLE	MB	MOP BASIN	TELE	TELEPHONE
DEMO	DEMOLISH / DEMOLITION	MECH	MECHANICAL	THK	THICK / THICKNESS
DTL	DETAIL	MED	MEDIUM	TLT	TOILET
DF	DRINKING FOUNTAIN	MFR	MANUFACTURER	TR	TREAD
DH	DOUBLE HUNG	MH	MANHOLE	TV	TELEVISION
DIA	DIAMETER	MIN	MINIMUM	TYP	TYPICAL
DIM	DIMENSION	MIR	MIRROR	UNF	UNFINISHED
DISP	DISPENSER	MISC	MISCELLANEOUS	UNO	UNLESS NOTED OTHERWISE
DIV	DIVISION	MM	MILLIMETER	UR	URINAL
DN	DOWN	MO	MASONRY OPENING	VCT	VINYL COMPOSITION TILE
DS	DOWNSPOUT	MTD	MOUNT / MOUNTED	VERT	VERTICAL
DW	DOMESTIC WATER	MTL	METAL	VEST	VESTIBULE
DWG	DRAWING	MULL	MULLION	VIF	VERIFY IN FIELD
EA	EACH	MWK	MILLWORK	VWB	VINYL WALL BASE
EJ	EXPANSION JOINT	NIC	NOT IN CONTRACT	W/	WITH
EL	ELEVATION	NO	NUMBER	W/O	WITHOUT
ELEC	ELECTRIC / ELECTRICAL	NOM	NOMINAL	WC	WATER CLOSET
ELEV	ELEVATOR	NRC	NOISE REDUCTION COEFFICIENT	WD	WOOD
EM	EMERGENCY	NTS	NOT TO SCALE	WH	WALL HUNG
EQ	EQUAL	OA	OVERALL	WIN	WINDOW
EQUIP	EQUIPMENT	OD	OUTSIDE DIAMETER	WP	WATER PROOFING
EST	ESTIMATE	OFF	OFFICE	WS	WATER STOP
EWC	ELECTRIC WATER COOLER	OH	OVERHEAD	WTW	WALL TO WALL
EXH	EXHAUST	OPNG	OPENING	WWF	WELDED WIRE FABRIC
EXIST	EXISTING	OPP	OPPOSITE	YD	YARD
FB	FLOOR BEAM	OPP HD	OPPOSITE HAND		
FBO	FURNISH BY OTHERS	PAR	PARALLEL	°	DEGREE
FD	FLOOR DRAIN	PC	PRECAST CONCRETE	Ø	DIAMETER
FDN	FOUNDATION	PCF	POUNDS PER CUBIC FOOT	±	PLUS OR MINUS
FE	FIRE EXTINGUISHER	PERF	PERFORATED	∠	ANGLE
FEC	FIRE EXTINGUISHER CABINET	PL	PLATE	℄	CENTERLINE
FF	FINISHED FLOOR	PLAM	PLASTIC LAMINATE		
FIN	FINISH	PLAS	PLASTER		
FJ	FLOOR JOIST	PLF	POUNDS PER LINEAL FOOT		
FLR	FLOOR	PLYWD	PLYWOOD		
FP	FIREPLACE	PNL	PANEL		
FS	FLOOR SINK	PNT	PAINT		
FT	FOOT / FEET	PR	PAIR		
FTG	FOOTING	PREFAB	PREFABRICATED		
G+N	GLUED AND NAILED	PSF	POUNDS PER SQUARE FOOT		
GA	GAUGE	PSI	POUNDS PER SQUARE INCH		
GALV	GALVANIZED	PT	PORCELAIN TILE		
GB	GRAB BAR	PVC	POLYVINYL CHLORIDE		
GC	GENERAL CONTRACOR	PVMT	PAVEMENT		
GL	GLAZING	QT	QUARRY TILE		
GLB	GLASS BLOCK				
GND	GROUND				
GR	GRADE				
GYP	GYPSUM				

SYMBOLS LEGEND

EXISTING WALL/DOOR/WINDOW

DEMO WALL/DOOR/WINDOW

NEW WALL/DOOR/WINDOW

ROOM NAME
101
(100 SF)
ROOM IDENTIFICATION INDICATOR

1
DRAWING REVISION INDICATOR

CLG
WALL
BASE
FLOOR
ROOM FINISHES INDICATOR

N
DIRECTIONAL INDICATOR (NORTH)

TOP FDN
0'-0"
ELEVATION INDICATOR

1 / A1
SECTION INDICATOR

1 / A1
DETAIL INDICATOR

1 / A1
EXTERIOR ELEVATION INDICATOR

1 / 2 / 3 / 4 / A1
INTERIOR ELEVATION INDICATOR

001 / W1
DOOR / WINDOW TAG

A
INTERIOR PARTITION TAG

K1
EQUIPMENT TAG

NOTES
DRAWING NOTE

1
DRAWING KEYNOTE

MATERIALS LEGEND

PLAN / SECTION	PLAN / SECTION	ELEVATION
EARTH (UNDISTURBED)	ROUGH LUMBER	SHINGLES
EARTH (BACKFILL)	FINISH WOOD TRIM	STANDING SEAM
GRAVEL	PLYWOOD	HORIZ SIDING
CONCRETE	RIGID INSULATION	GYPSUM BOARD / PLASTER / EIFS
ASPHALT	RIGID INSULATION (TAPERED)	CONCRETE MASONRY UNIT
CONCRETE MASONRY UNIT	BATT INSULATION	BRICK
BRICK	GYPSUM BOARD / PLASTER / EIFS	STONE
STONE	STEEL	GLAZING
SAND / GROUT / MORTAR		

CODE INFORMATION

DRAWING INDEX

A0 COVER SHEET
A1 OVERALL ARCHITECTURAL SITE PLAN
A2 CAR WASH SITE PLAN
A3 CAR WASH FLOOR PLAN
A4 CAR WASH ROOF PLAN
A5 CAR WASH EXTERIOR ELEVATIONS

CONSTRUCTION NOT FOR

SITE LOCATION MAP



ADAMS DESIGN GROUP, LTD
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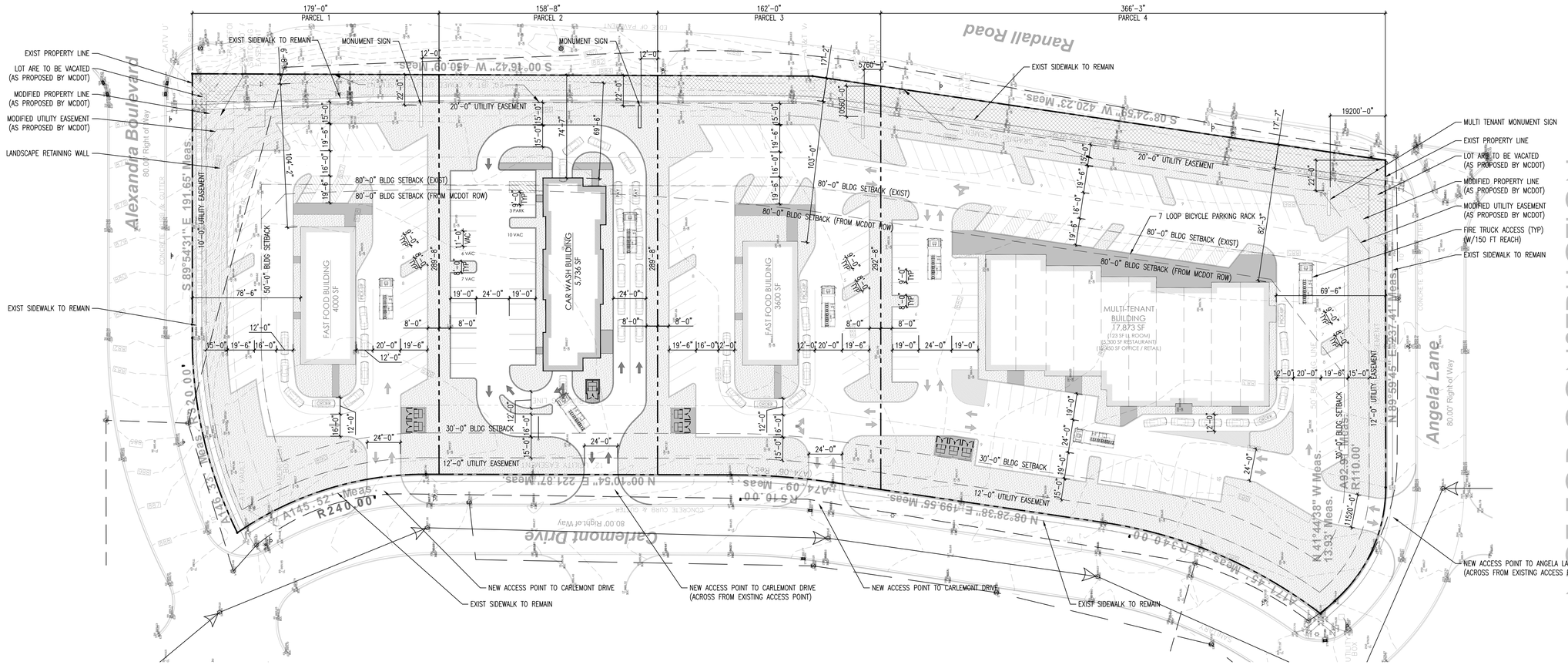
COVER SHEET

A0

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PARCEL 1 VARIANCE REQUESTS	PARCEL 2 VARIANCE REQUESTS	PARCEL 3 VARIANCE REQUESTS	PARCEL 3 VARIANCE REQUESTS
NONE	RANDALL RD BLDG SETBACK 74'-4" FROM EXIST PROPERTY LINE 69'-6" FROM NEW MCDOT PROPERTY LINE BUILDING SIGNAGE (SEE DWG A5) COLORED SIDING AREA 404 TOTAL AREA (EAST FACADE) 1034 TOTAL AREA (NORTH FACADE) 404 TOTAL AREA (WEST FACADE) 512 TOTAL AREA (SOUTH FACADE) WALL SIGNS ONE 75 SF SIGN (EAST FACADE) TWO 75 SF SIGNS (NORTH FACADE) ONE 75 SF SIGN (WEST FACADE) ONE 75 SF SIGN (SOUTH FACADE)	IMPERVIOUS COVERAGE 65.4% (USING NEW MCDOT PROPERTY LINE)	IMPERVIOUS COVERAGE 68.5% (USING NEW MCDOT PROPERTY LINE)



1 OVERALL ARCHITECTURAL SITE PLAN
1"=40'-0"

SITE DATA

PUD DESIGN DATA (** ITEM REQUIRES A VARIANCE)

	B-2 REQUIREMENTS	PROPOSED PUD
MIN LOT AREA	20,000 SF	20,000 SF
MIN LOT WIDTH	100'-0"	100'-0"
MAX BLDG COVER	50%	50%
MAX IMPRV COVER	65%	65%
MAX FAR	1.5	1.5
BLDG HEIGHT	28'-0" - 2 STORIES	28'-0" - 2 STORIES
ACSY BLDG HEIGHT	25'-0" - 2 STORIES	25'-0" - 2 STORIES
BLDG SETBACKS	80'-0" (RANDALL RD)	80'-0" (RANDALL RD) (EXCL PARCEL 2) **
	50'-0" (ALEXANDRIA BLVD)	50'-0" (ALEXANDRIA BLVD)
	30'-0" (CARLEMONT DR)	30'-0" CARLEMONT DR)
	30'-0" (ANGELA LN)	30'-0" (ANGELA LN)
	0'-0" (INTERIOR)	0'-0" (INTERIOR)
LANDSCAPE SETBACKS (+ UTILITY EASEMENT)	15'-0" (RANDALL RD)	15'-0" (RANDALL RD)
	15'-0" (ALEXANDRIA BLVD)	15'-0" (ALEXANDRIA BLVD)
	15'-0" (CARLEMONT DR)	15'-0" CARLEMONT DR)
	15'-0" (ANGELA LN)	15'-0" (ANGELA LN)
	8'-0" (INTERIOR)	8'-0" (INTERIOR)
LANDSCAPE @ BLDG	5'-0" MIN	5'-0" MIN
PARKING PER PARCEL	1 PER 100 GSF (FAST FOOD)	1 PER 100 GSF (FAST FOOD)
	1 PER 250 GSF (OFFICE/RETAIL)	1 PER 250 GSF (OFFICE/RETAIL)
	1 PER EMPLOYEE (CAR WASH)	1 PER EMPLOYEE (CAR WASH)
PARKING STALL	9'-0" X 19'-0" (90°)	9'-0" X 19'-0"(90°)
	9'-0" X 19'-6" (60°)	9'-0" X 19'-6"(60°)
DRIVE AISLE	24'-0" (TWO WAY TRAFFIC)	24'-0" (TWO WAY TRAFFIC)
	16'-0" (ONE WAY TRAFFIC)	16'-0" (ONE WAY TRAFFIC)
	12'-0" (DRIVE THRU LANE)	12'-0" (DRIVE THRU LANE)
DRIVE THRU STACKING	5 + 4 (FOOD SERVICE)	5 + 4 (FOOD SERVICE)
	5 (AUTOMATIC CAR WASH)	5 (AUTOMATIC CAR WASH)

LOT AREA USAGE (EXIST)

PARCEL 1 - FUTURE FAST FOOD	
LOT AREA	53,697 SF
BLDG AREA	4,000 SF (7.4%)
PAVED AREA	26,570 SF
LANDSCAPE AREA	23,127 SF
IMPERVIOUS AREA	30,570 SF (56.9%)
PARKING COUNT	40

PARCEL 2 - CAR WASH	
LOT AREA	45,977 SF
BLDG AREA	5,736 SF (12.5%)
PAVED AREA	21,669 SF
LANDSCAPE AREA	18,572 SF
IMPERVIOUS AREA	27,405 SF (59.6%)
PARKING COUNT	3 PARKING STALLS 23 VACUUM STALLS

PARCEL 3 - FUTURE FAST FOOD	
LOT AREA	47,131 SF
BLDG AREA	3,600 SF (7.6%)
PAVED AREA	25,963 SF
LANDSCAPE AREA	17,568 SF
IMPERVIOUS AREA	29,563 SF (62.7%)
PARKING COUNT	36

PARCEL 4 - FUTURE MULTI-TENANT	
LOT AREA	159,977 SF
BLDG AREA	17,873 SF (16.3%)
PAVED AREA	53,592 SF
LANDSCAPE AREA	38,512 SF
IMPERVIOUS AREA	71,465 SF (65.0%)
PARKING COUNT	103

LOT AREA USAGE (AFTER MCDOT R.O.W.)

PARCEL 1 - FUTURE FAST FOOD	
LOT AREA	52,080 SF
BLDG AREA	4,000 SF (7.7%)
PAVED AREA	26,459 SF
LANDSCAPE AREA	21,623 SF
IMPERVIOUS AREA	30,458 SF (58.5%)
PARKING COUNT	40

PARCEL 2 - CAR WASH	
LOT AREA	45,236 SF
BLDG AREA	5,736 SF (12.7%)
PAVED AREA	21,669 SF
LANDSCAPE AREA	17,831 SF
IMPERVIOUS AREA	27,405 SF (60.6%)
PARKING COUNT	3 PARKING STALLS 23 VACUUM STALLS

PARCEL 3 - FUTURE FAST FOOD	
LOT AREA	44,916 SF
BLDG AREA	3,600 SF (8.0%)
PAVED AREA	25,759 SF
LANDSCAPE AREA	15,557 SF
IMPERVIOUS AREA	29,359 SF (65.4%) **
PARKING COUNT	36

PARCEL 4 - FUTURE MULTI-TENANT	
LOT AREA	159,654 SF
BLDG AREA	17,873 SF (17.4%)
PAVED AREA	52,446 SF
LANDSCAPE AREA	32,335 SF
IMPERVIOUS AREA	70,319 SF (68.5%) **
PARKING COUNT	103

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PROPOSED PUD DEVELOPMENT

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Crystal Lake, Illinois 60014

DATE	
07SEP23	OWNER PUD REVIEW
30SEP23	OWNER PUD REVIEW
04OCT23	OWNER PUD REVIEW

PROJECT NO. 23-010

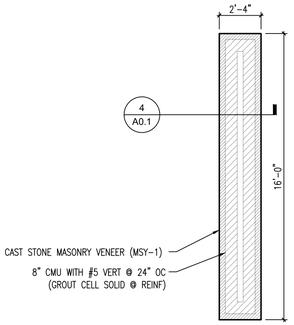
OVERALL ARCHITECTURAL SITE PLAN

A1

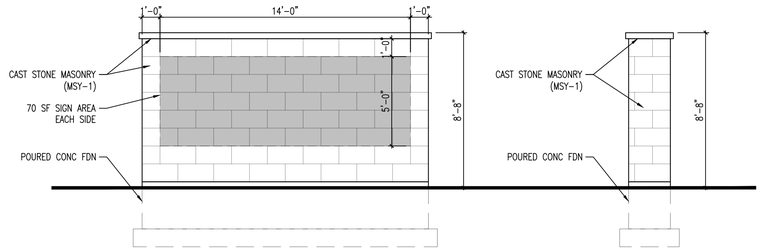
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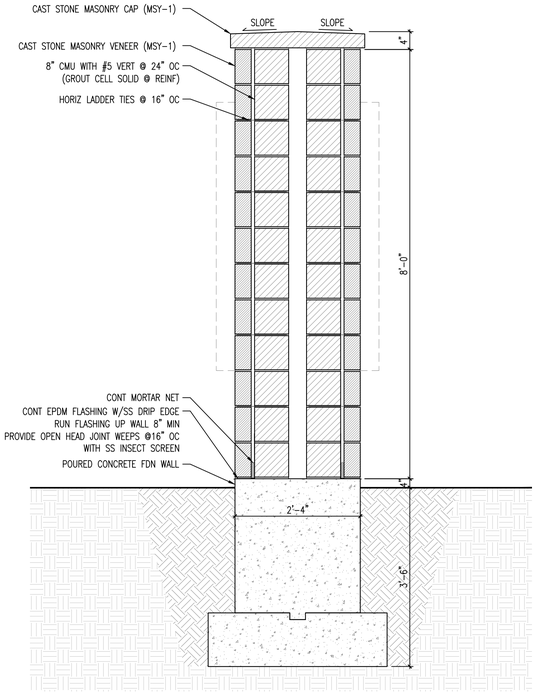
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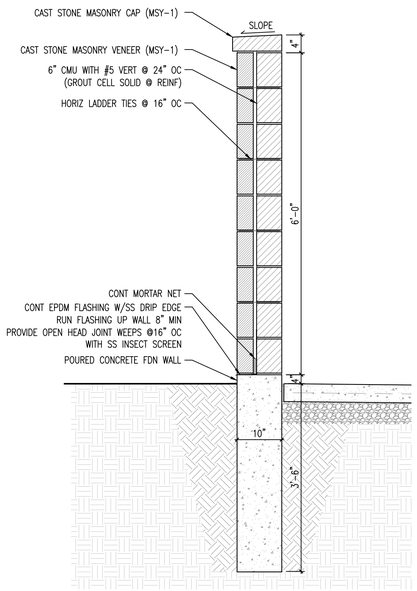
6 MONUMENT SIGN PLAN
1/4"=1'-0"



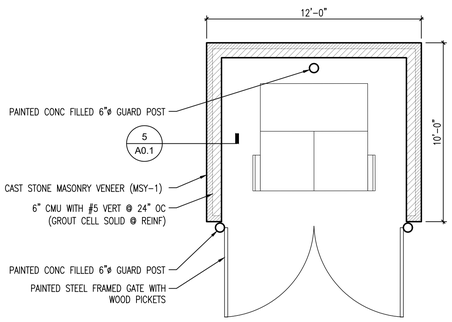
7 MONUMENT SIGN PLAN
1/4"=1'-0"



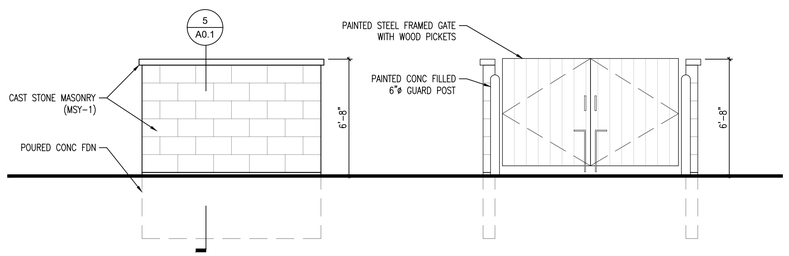
4 MONUMENT SIGN SECTION
3/4"=1'-0"



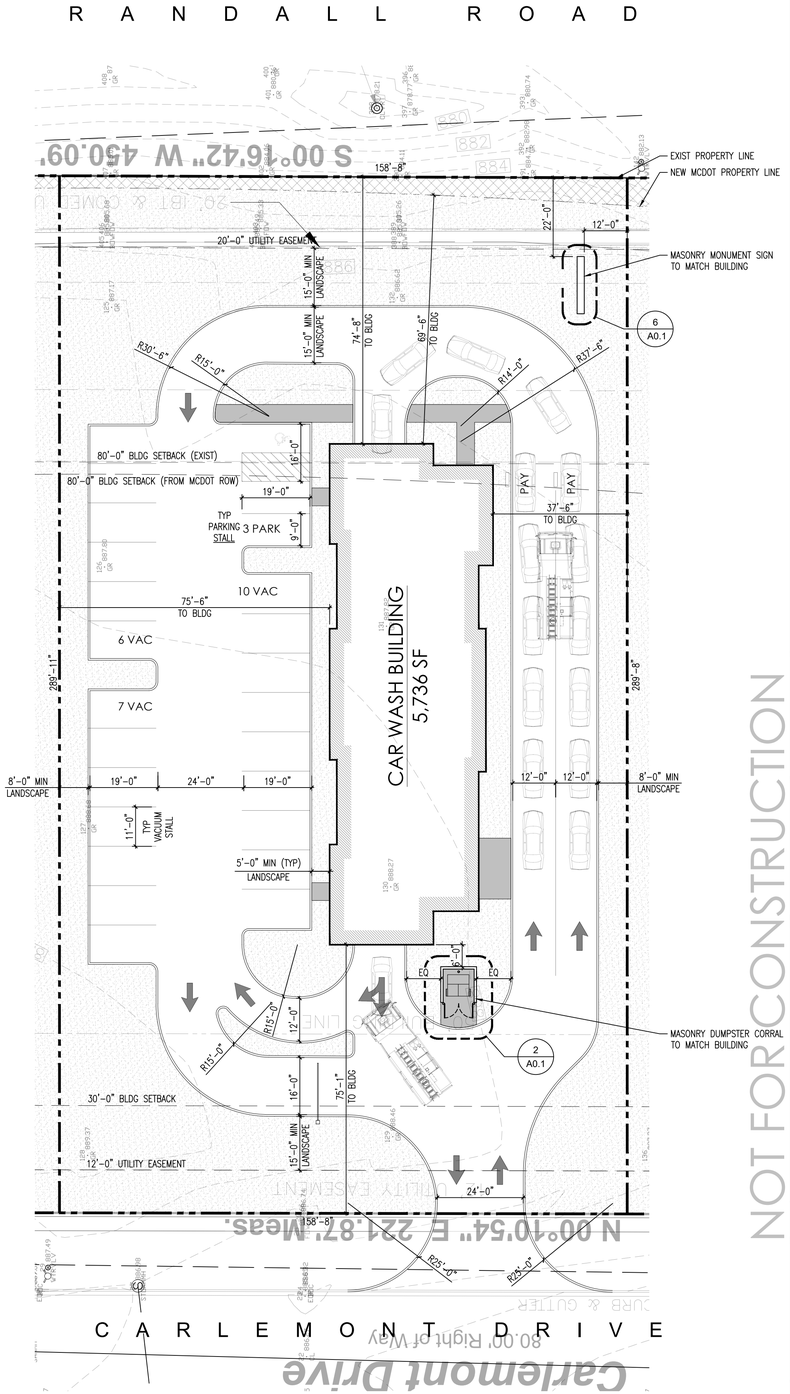
5 DUMPSTER ENCLOSURE SECTION
3/4"=1'-0"



2 DUMPSTER ENCLOSURE PLAN
1/4"=1'-0"



3 DUMPSTER ENCLOSURE ELEVATIONS
1/4"=1'-0"



1 SITE PLAN
1"=20'-0"

NOTES

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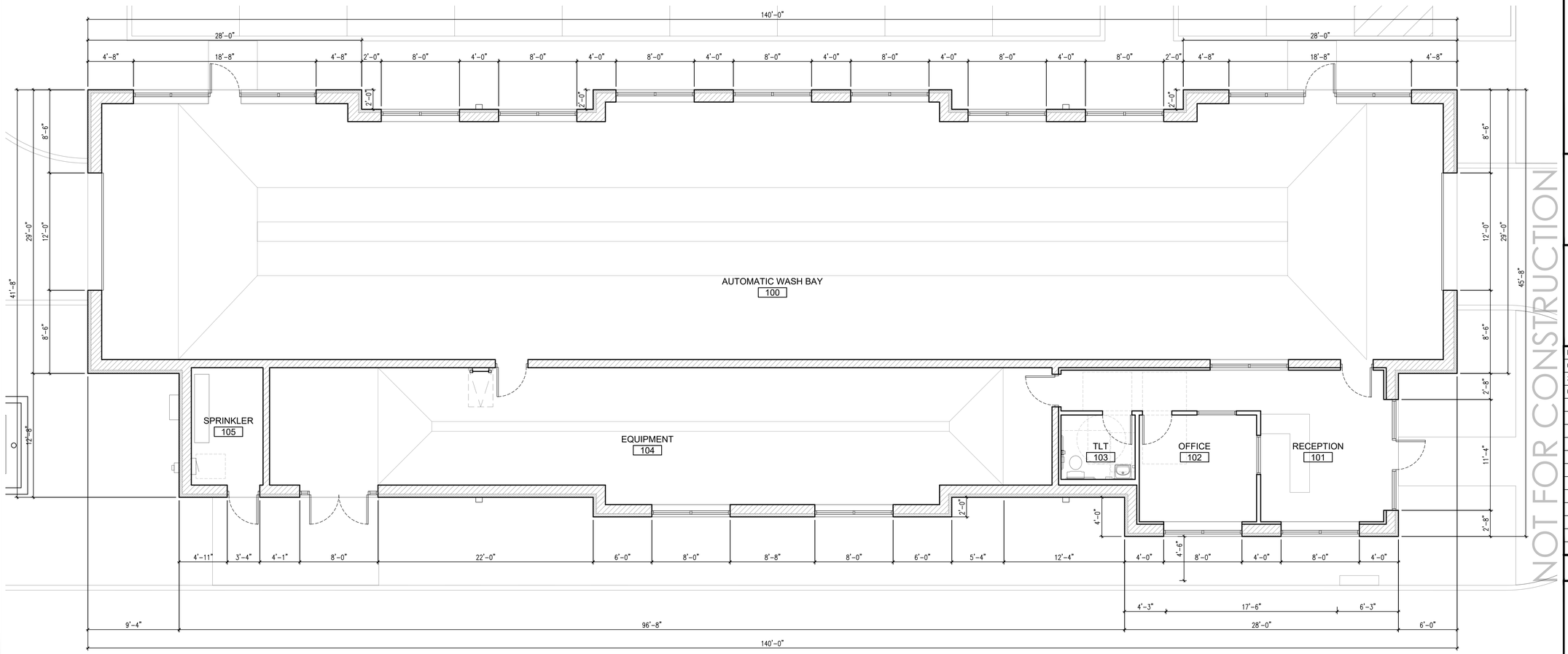
CAR WASH SITE PLAN

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A2

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1 FIRST FLOOR PLAN
3/16"=1'-0"

NOTES

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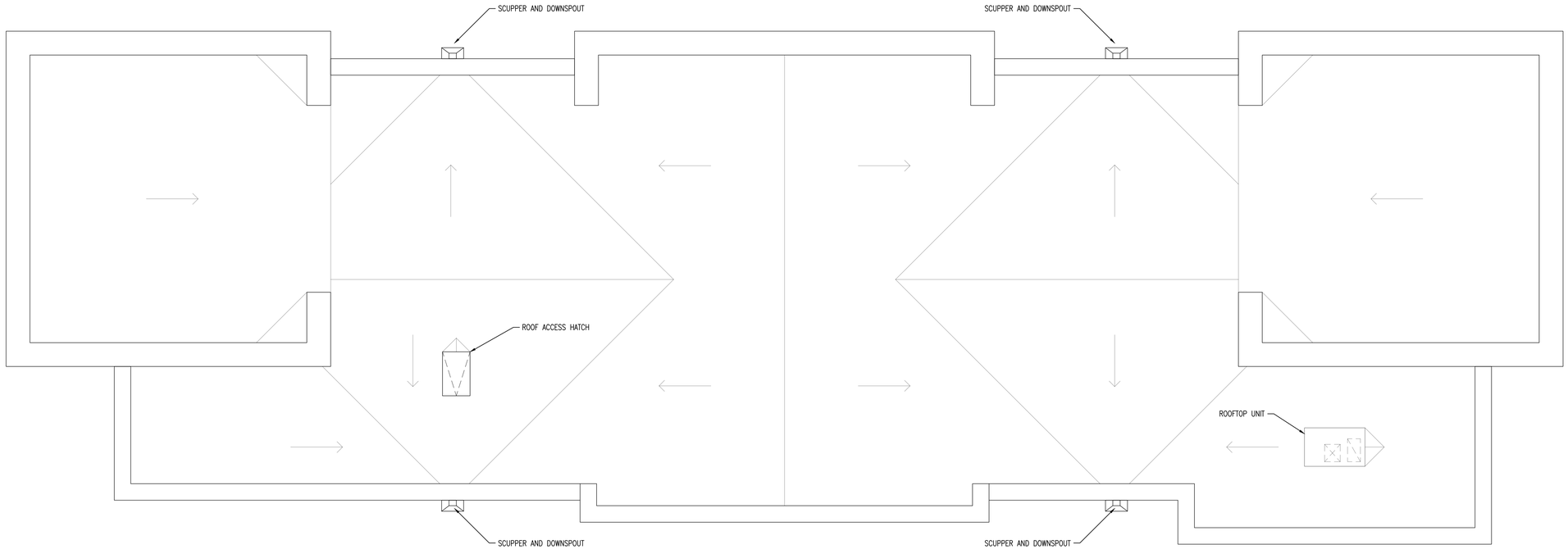
CAR WASH FLOOR PLAN

A3

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1 ROOF PLAN
3/16"=1'-0"

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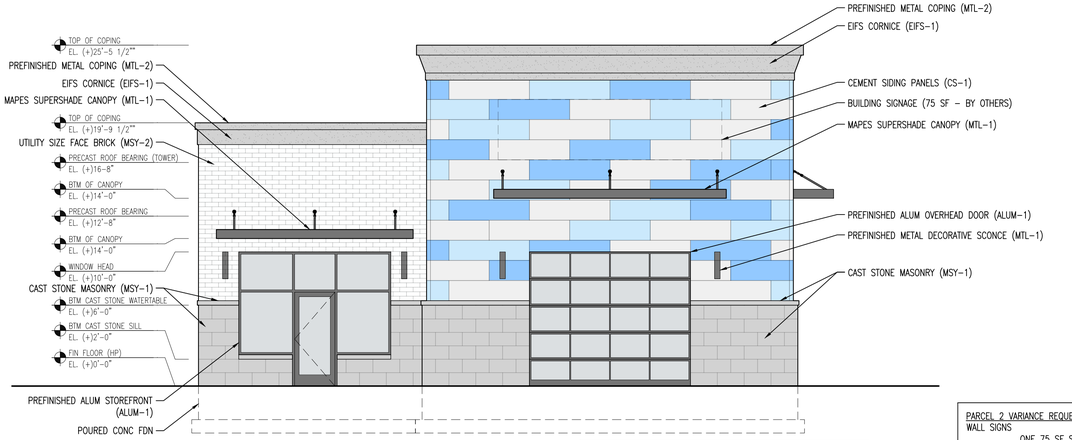
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CAR WASH ROOF PLAN

A4

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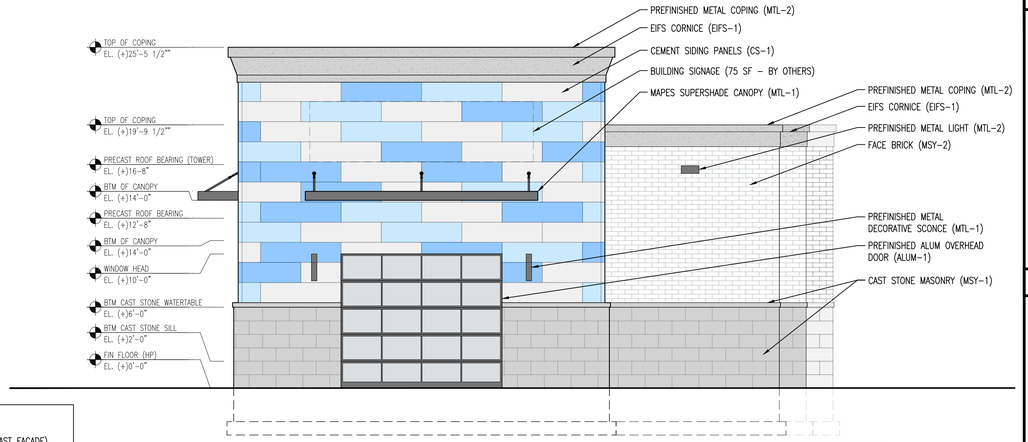


3 EXTERIOR ELEVATION - EAST (OPTION A)
3/16"=1'-0"

PARCEL 2 VARIANCE REQUEST

BUILDING FACADE CEMENT SIDING AREA
404 TOTAL AREA (EAST FACADE)
(40% WHITE / 30% LT BLUE / 30% MED BLUE)

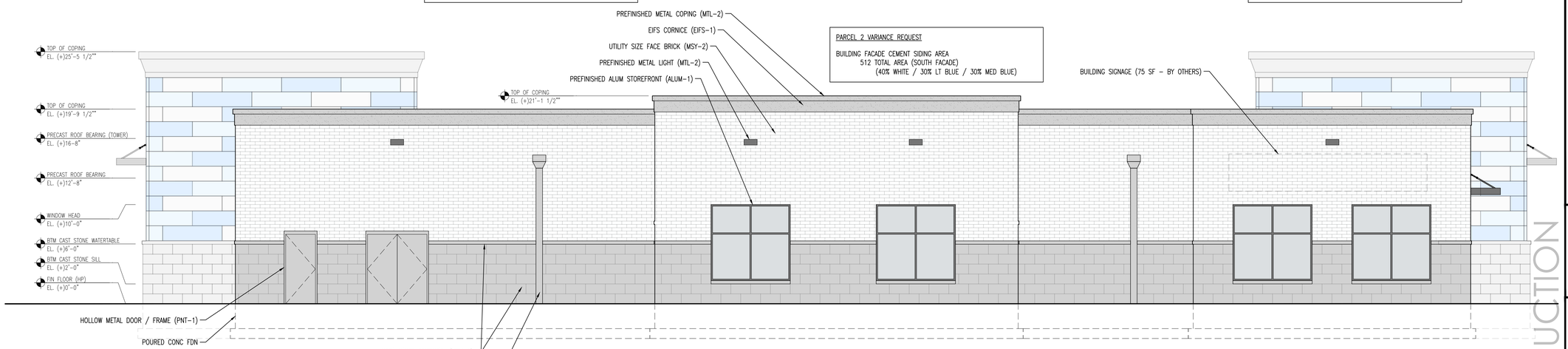
PARCEL 2 VARIANCE REQUEST
WALL SIGNS
ONE 75 SF SIGN (EAST FACADE)
TWO 75 SF SIGNS (NORTH FACADE)
ONE 75 SF SIGN (WEST FACADE)
ONE 75 SF SIGN (SOUTH FACADE)



4 EXTERIOR ELEVATION - WEST (OPTION A)
3/16"=1'-0"

PARCEL 2 VARIANCE REQUEST

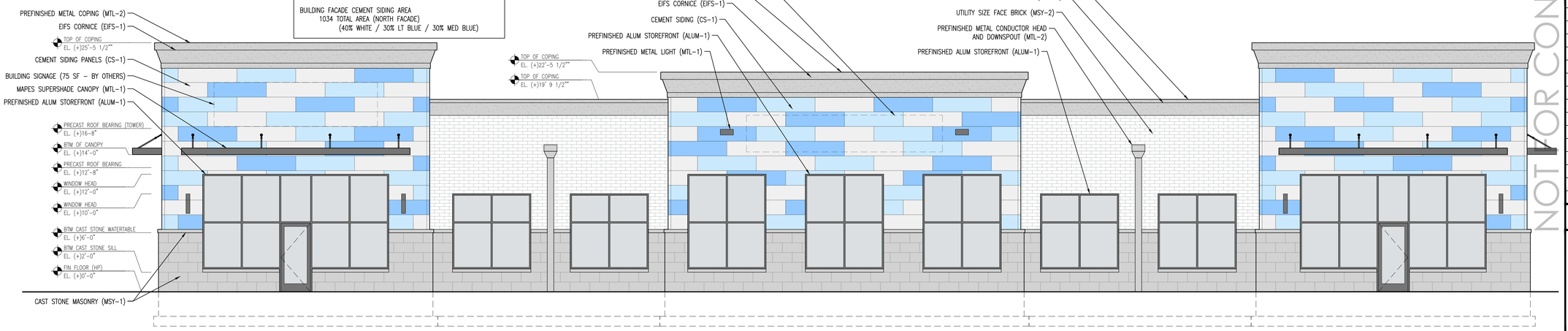
BUILDING FACADE CEMENT SIDING AREA
404 TOTAL AREA (WEST FACADE)
(40% WHITE / 30% LT BLUE / 30% MED BLUE)



PARCEL 2 VARIANCE REQUEST

BUILDING FACADE CEMENT SIDING AREA
512 TOTAL AREA (SOUTH FACADE)
(40% WHITE / 30% LT BLUE / 30% MED BLUE)

2 EXTERIOR ELEVATION - SOUTH (OPTION A)
3/16"=1'-0"



PARCEL 2 VARIANCE REQUEST

BUILDING FACADE CEMENT SIDING AREA
1034 TOTAL AREA (NORTH FACADE)
(40% WHITE / 30% LT BLUE / 30% MED BLUE)

1 EXTERIOR ELEVATION - NORTH (OPTION A)
3/16"=1'-0"

EXTERIOR FINISH LEGEND

ALUM-1	SLATE GREY
EIFS-1	SLATE GREY
MTL-1	SLATE GREY
MTL-2	LIGHT GREY
MSY-1	INDIANA CAST STONE, LIGHT GREY, S SMOOTH (12X24)WITH BACH-3625 (WATERTABLE)
MSY-2	UTILITY FACE BRICK, WHITE, WIRECUT
CS-1	NICHIHA, ILLUMINATION, CUSTOM COLOR MIX 40% WHITE, 30% MED BLUE, 30% LIGHT BLUE (18W X 72L PANELS)
PNT-1	LIGHT GREY

EXTERIOR NOTES

1. ALL JOINTS BETWEEN DISSIMILAR MATERIALS (EXCLUDING OPEN JOINTS INTENDED INTENDED FOR DRAINAGE) TO HAVE CONTINUOUS SEALANT. PROVIDE BACKER ROD FOR ANY GAPS LARGER THAN $\frac{1}{2}$" IN WIDTH.
2. PROVIDE PREFINISHED FLASHING WITH DRIP EDGE AT ALL HORIZONTAL INTERRUPTIONS ON VERTICAL SURFACES.
3. PAINT ALL EXPOSED SURFACES OF NEW STEEL LINTELS. PROVIDE FLASHING WITH WEEP HOLES IN NEW MASONRY FOR GRAVITY DRAINAGE.
4. BUILDING SIGNAGE WILL BE SUBMITTED SEPARATELY BY INDIVIDUAL TENANTS
5. PROVIDE PT FT $\frac{5}{8}$" PLYWOOD SHEATHING IN LIEU OF GLASS MAT GYP BD SHEATHING AT ALL SIGNAGE LOCATIONS WITH JUNCTION BOX CENTERED WITHIN SIGN BOARD AREAS SHOWN.
6. ALL NEW CONSTRUCTION ASSEMBLIES THAT MAKE UP THE THERMAL ENVELOPE OF THE STRUCTURE SHALL MEET THE FOLLOWING ENERGY CODE ZONE 5 MINIMUM REQUIREMENTS:

ROOF DECK	R-30 CI
MASS WALL	R-11.4 CI
CONC SLAB ON GRADE	R-10 (2FT DEPTH)

7. EIFS SYSTEM SHALL BE DRAINAGE TYPE SYSTEM WITH VERTICAL CHANNELS IN FRONT OF A FLUID APPLIED WATERPROOFING MEMBRANE WITH A CONTINUOUS WEEP CHANNEL AT BOTTOM OF EIFS. SEE WALL SECTIONS AND PROJECT MANUAL SPECIFICATIONS FOR ADDITIONAL INFORMATION.
8. PROVIDE KNOX BOX LOCATION(S) AS REQUIRED BY LOCAL FIRE OFFICIAL.

ADAMS DESIGN GROUP, LTD
2243 Pepper Valley Drive
Geneva, Illinois 60134
adamsdesigngroup.net
630 . 244 . 7294

PROPOSED PUD DEVELOPMENT

1501 Carlemont Drive
Crystal Lake, Illinois 60014

DATE	
07SEP23	OWNER PUD REVIEW
30SEP23	OWNER PUD REVIEW
04OCT23	OWNER PUD REVIEW

PROJECT NO. 23-010

CAR WASH EXTERIOR ELEVATIONS

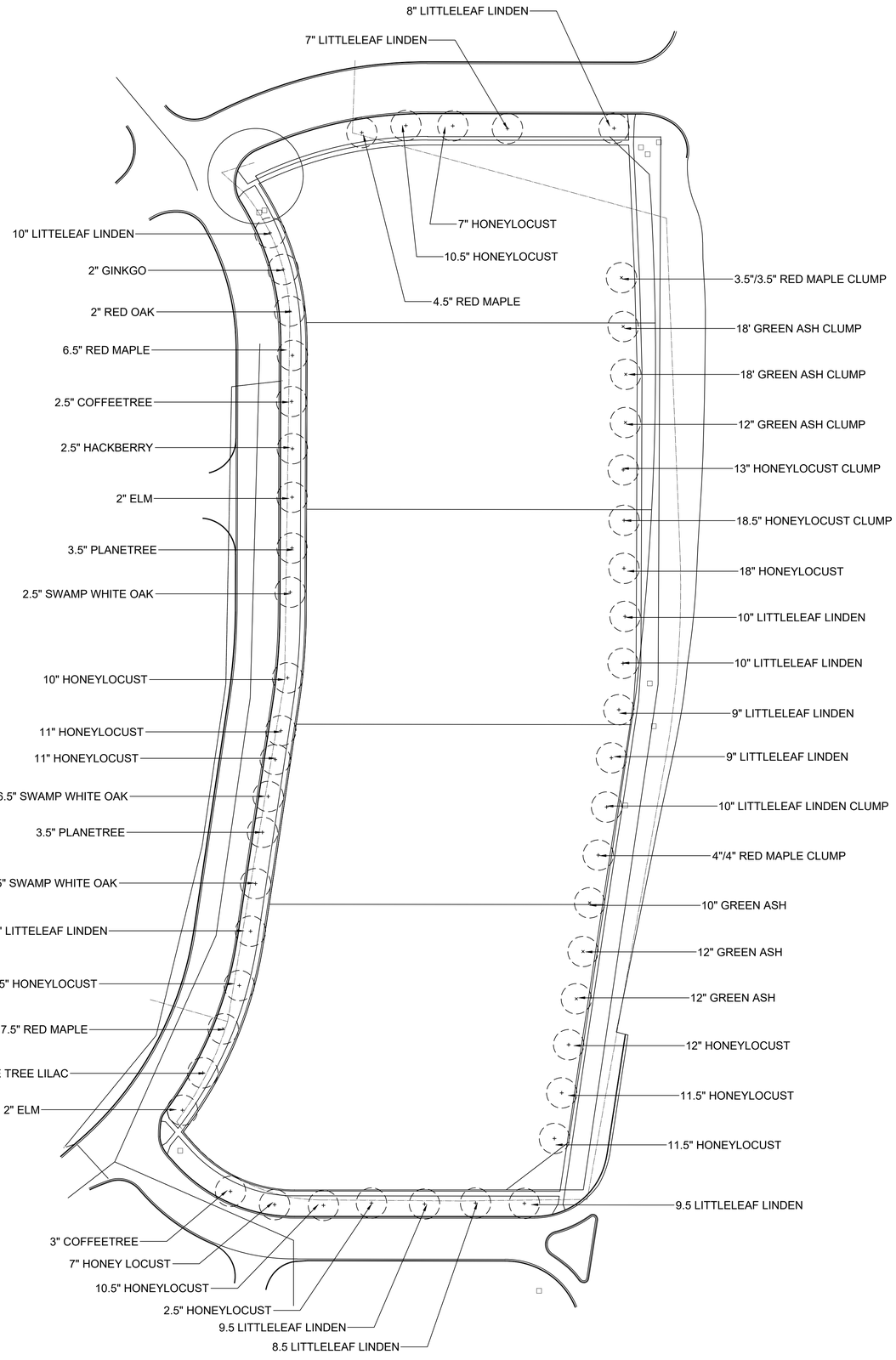
A5

NOT FOR CONSTRUCTION

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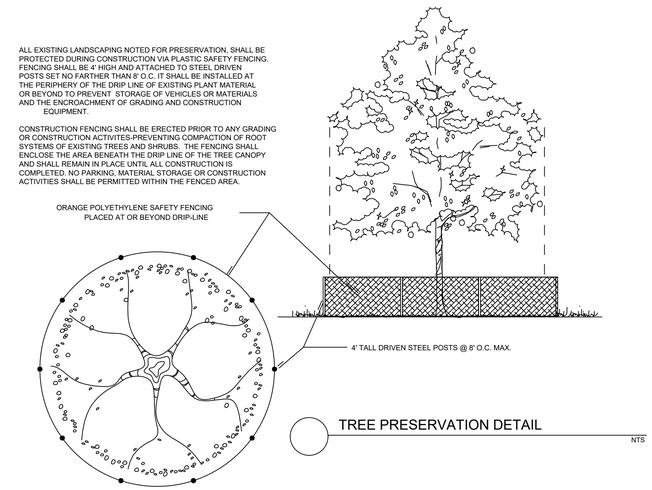
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ALL EXISTING LANDSCAPING NOTED FOR PRESERVATION, SHALL BE PROTECTED DURING CONSTRUCTION VIA PLASTIC SAFETY FENCING. FENCING SHALL BE 4' HIGH AND ATTACHED TO STEEL DRIVEN POSTS SET NO FARTHER THAN 8' O.C. IT SHALL BE INSTALLED AT THE PERIPHERY OF THE DRIP LINE OF EXISTING PLANT MATERIAL OR BEYOND TO PREVENT STORAGE OF VEHICLES OR MATERIALS AND THE ENCROACHMENT OF GRADING AND CONSTRUCTION EQUIPMENT.

CONSTRUCTION FENCING SHALL BE ERECTED PRIOR TO ANY GRADING OR CONSTRUCTION ACTIVITES-PREVENTING COMPACTION OF ROOT SYSTEMS OF EXISTING TREES AND SHRUBS. THE FENCING SHALL ENCLOSE THE AREA BENEATH THE DRIP LINE OF THE TREE CANOPY AND SHALL REMAIN IN PLACE UNTIL ALL CONSTRUCTION IS COMPLETED. NO PARKING, MATERIAL STORAGE OR CONSTRUCTION ACTIVITIES SHALL BE PERMITTED WITHIN THE FENCED AREA.



TREE PRESERVATION DETAIL
NTS

LEGEND

EXISTING TREE

NOTE: Trees to be preserved or removed may vary pending final site layout, individual lot layout, final grading, final utility layout, etc.

Know what's below. Call before you dig.

SCALE 1" = 50'
0 50 100

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REVISIONS

1 Rev. Per CL Review 9-14-23

MULTI-USE DEVELOPMENT

1501 Carlemont Drive
Crystal Lake, IL

IRG Ives/Ryan Group, Inc.
1741 S. WIESBROOK ROAD
WHEATON, IL 60189
PHONE: 630.738.0726

Landscape Architecture
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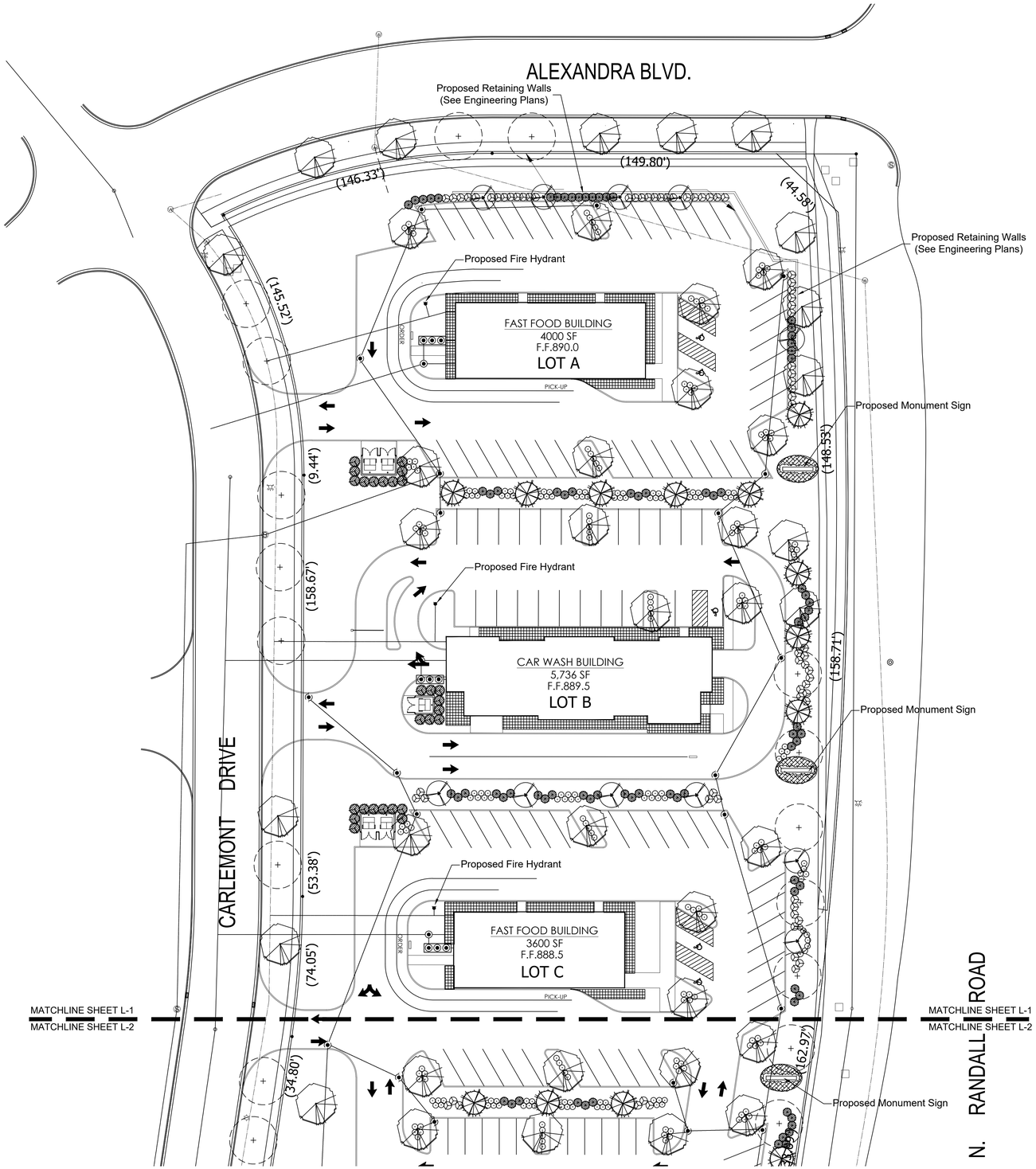
PRELIMINARY
TREE
SURVEY

PROJECT NO.: L1523
JOB NO.: 9393

DATE: 2023-08-15
SCALE: 1"=50'
PLANNER: RP
DRAWN BY: RP
CHECKED:

SHEET
TP-1

CAUTION: IF THIS SHEET IS NOT 24"x36", THEN IT IS NOT AT THE SCALE INDICATED.



LEGEND

- EXISTING TREE
- DECIDUOUS SHADE TREE - 2.5"
- ORNAMENTAL TREE - 2.5"/6' cl.
- EVERGREEN TREE - 6'
- LARGE DECIDUOUS SHRUB - 36/42"
- DWARF DECIDUOUS SHRUB - 24"
- EVERGREEN SHRUB - 24"
- FOUNDATION PLANTING BEDS (Deciduous shrubs, Evergreen Shrubs, Perennials, Ornamental Grasses & Groundcovers)
- UPRIGHT EVERGREEN SHRUB - 5'
- MONUMENT SIGN PLANTING BEDS

NOTE: This landscape plan is Preliminary in nature and may vary pending final site layout, individual lot layout, final grading, final utility layout, etc.

NOTE: Street trees must be planted at least 25' fromany lightpoles, 8' from drives, 5' from manholes and B-boxes and 15' from stop signs. Exceptions may be made for existing trees pending final utility layout and existing conditions.

LANDSCAPE CALCULATIONS:

Alexandra Blvd. Street Trees.: 296 LF

Requirement: 1- Tree/40 LF
Calculation: 7.4- Trees
Provided: 7- Trees
Note: 2- Existing Trees + 5- Proposed Trees

Randall Road Street Trees.: 800 LF

Requirement: 1- Tree/40 LF
Calculation: 20- Trees
Provided: 20- Trees
Note: 11- Existing Trees + 9- Proposed Trees

Angela Lane Street Trees.: 281 LF

Requirement: 1- Tree/40 LF
Calculation: 7- Trees
Provided: 7- Trees
Note: 5- Existing Trees + 2- Proposed Trees

Carlemont Drive Street Trees.: 813 LF

Requirement: 1- Tree/40 LF
Calculation: 20- Trees
Provided: 7- Trees
Note: 15- Existing Trees + 5- Proposed Trees
(1- Proposed Tree On Lot Side Of Building Lot D)

Building Lot A Parking Screening Alexandra Blvd.: 167 LF

Requirement: 1- Tree & 10- Shrubs/40 LF
Calculation: 4- Trees & 41- Shrubs
Provided: 4- Trees & 42- Shrubs

Building Lot A Parking Screening Randall Road: 73 LF

Requirement: 1- Tree & 10- Shrubs/40 LF
Calculation: 2- Trees & 18- Shrubs
Provided: 2- Trees & 18- Shrubs

Building Lot B Car Wash Exit Screening Randall Road: 123 LF

Requirement: 1- Tree & 10- Shrubs/40 LF
Calculation: 3- Trees & 33- Shrubs
Provided: *3- Trees & 31- Shrubs

Building Lot C Parking Screening Randall Road: 84 LF

Requirement: 1- Tree & 10- Shrubs/40 LF
Calculation: 2- Trees & 21- Shrubs
Provided: *2- Trees & 26- Shrubs

*Denotes Evergreen Trees And/Or Ornamental Trees

GENERAL NOTES:

Plant material shall be nursery grown and be either balled and bur-lapped or container grown. Sizes and spreads on plant list represent minimum requirements.

The requirements for measurement, branching and ball size shall conform to the latest addition of ANSI Z60.1, AMERICAN STANDARD OF NURSERY STOCK by the American Nursery & Landscape Association.

Any materials with damaged or crooked/disfigured leaders, bark abrasion, sun scald, insect damage, etc. are not acceptable and will be rejected. Trees with multiple leaders will be rejected unless called for in the plant list as multi-stem or clump (cl.).

If any mistakes, omissions, or discrepancies are found to exist with the work product, the Landscape Architect shall be promptly notified so that they have the opportunity to take any steps necessary to resolve the issue. Failure to promptly notify the Landscape Architect and the Owner of such conditions shall absolve them from any responsibility for the consequences of such failure.

Under no circumstances should these plans be used for construction purposes without examining actual locations of utilities on site, and reviewing all related documents mentioned herein, including related documents prepared by the project Civil Engineer and Architect.

Civil Engineering or Architectural base information has been provided by others. The location of various site improvements on this set of drawings is only illustrative and should not be relied upon for construction purposes.

Quantity lists are supplied as a convenience. However, Bidders and the Installing Contractor should verify all quantities. The drawings shall take precedence over the lists. Any discrepancies shall be reported to the Landscape Architect.

Actions taken without the knowledge and consent of the Owner and the Landscape Architect or in contradiction to the Owner and the Landscape Architect's work product or recommendations, shall become the responsibility not of the Owner and the Landscape Architect, but for the parties responsible for the taking of such action.

Refer to Civil Engineering documents for detailed information regarding size, location, depth and type of utilities, as well as locations of other site improvements, other than landscape improvements,

Plant symbols illustrated on this plan are a graphic representation of proposed plant material types and are intended to provide for visual clarity. However, the symbols do not necessarily represent actual plant spread at the time of installation.

All plant species specified are subject to availability. Material shortages in the landscape industry may require substitutions. All substitutions must be approved by the Village, Landscape Architect and Owner.

The Landscape Contractor shall verify location of all underground utilities prior to digging by calling "J.U.L.I.E." (Joint Utility Location for Excavators) 1-800-892-0123 and any other public or private agency necessary for utility location.

All bed lines and tree saucers shall require a hand spaded edge between lawn and mulched areas.

Grading shall provide slopes which are smooth and continuous. Positive drainage shall be provided in all areas.

Sod shall be mineral base only.

Seed mixes shall be applied mechanically so that the seed is incorporated into the top one-half inch (1/2") of the seed bed. The seed shall then be covered with the specified blanket (installed per manufacturer's. specs) or Hydro-mulch.

All plant material shall be guaranteed for one (1) year from the date of acceptance.

All completed planting beds and tree saucers, except for groundcover beds, shall be mulched with three (3) inches of un-dyed shredded hardwood bark. All groundcover beds shall be mulched with three (3) inches of pine bark fines.

Know what's below. Call before you dig.

SCALE 1" = 30'
0 30 60

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REVISIONS

1 Rev. Per CL Review 9-14-23

MULTI-USE DEVELOPMENT

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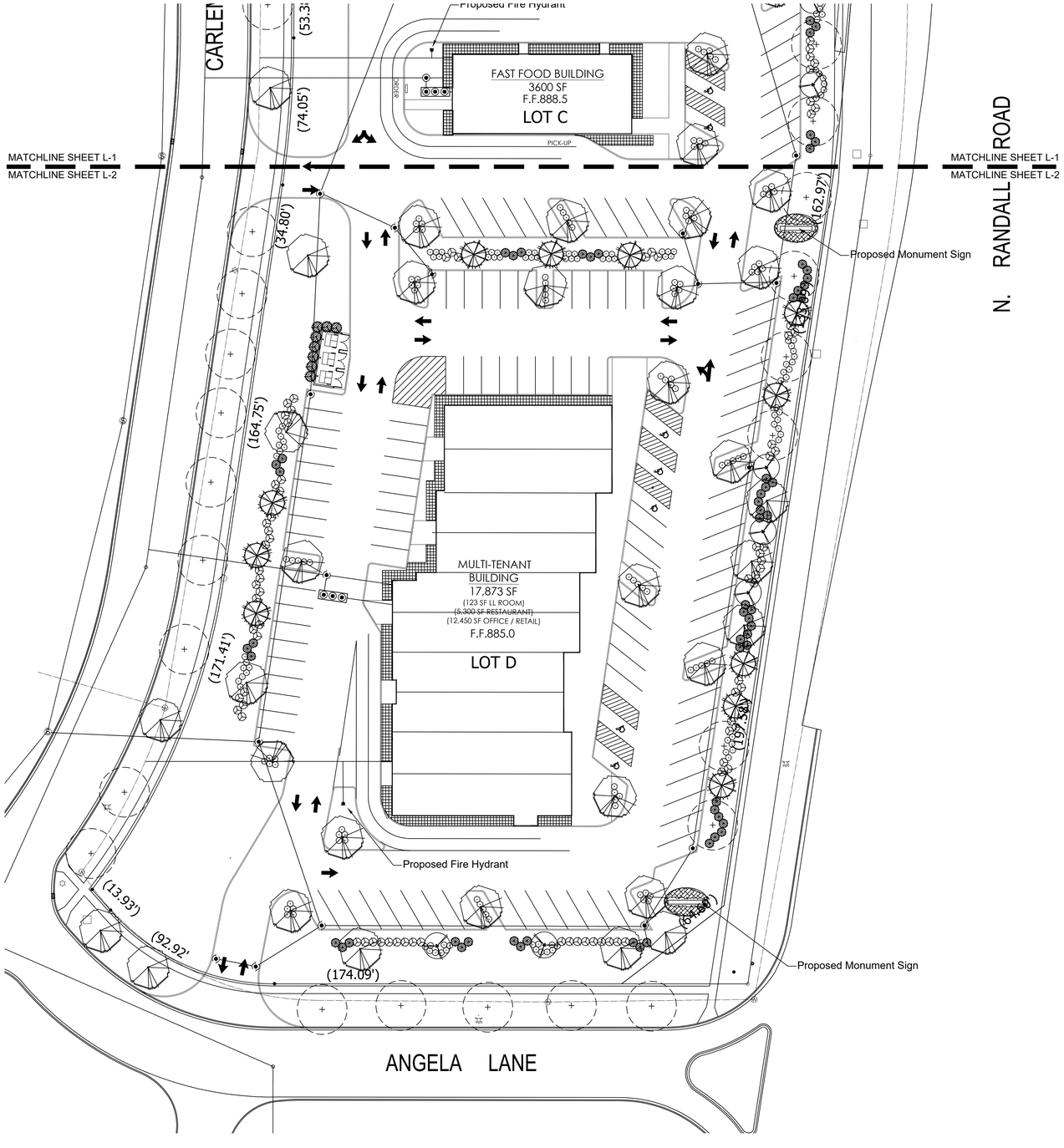
NORTH HALF PRELIMINARY LANDSCAPE PLAN

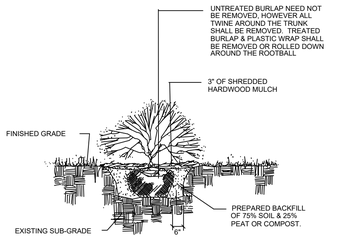
PROJECT NO.: L1523 JOB NO.: 9393

DATE: 2023-08-15
SCALE: 1"=30'
PLANNER: RP
DRAWN BY: RP
CHECKED: _____

SHEET L-1

CAUTION: IF THIS SHEET IS NOT 24"x36", THEN IT IS NOT AT THE SCALE INDICATED.





SHRUBS
NTS

LEGEND

- EXISTING TREE
- DECIDUOUS SHADE TREE - 2.5"
- ORNAMENTAL TREE - 2.5"/6' cl.
- EVERGREEN TREE - 6'
- LARGE DECIDUOUS SHRUB - 36/42"
- DWARF DECIDUOUS SHRUB - 24"
- EVERGREEN SHRUB - 24"
- FOUNDATION PLANTING BEDS (Deciduous shrubs, Evergreen Shrubs, Perennials, Ornamental Grasses & Groundcovers)
- UPRIGHT EVERGREEN SHRUB - 5'
- MONUMENT SIGN PLANTING BEDS

NOTE: This landscape plan is Preliminary in nature and may vary pending final site layout, individual lot layout, final grading, final utility layout, etc.

NOTE: Street trees must be planted at least 25' fromany lightpoles, 8' from drives, 5' from manholes and B-boxes and 15' from stop signs. Exceptions may be made for existing trees pending final utility layout and existing conditions.

LANDSCAPE CALCULATIONS:

Building Lot D Parking Screening Randall Road: 302 LF

Requirement: 1- Tree & 10- Shrubs/40 LF
Calculation: 8- Trees & 76- Shrubs
Provided: *8- Trees & 79- Shrubs

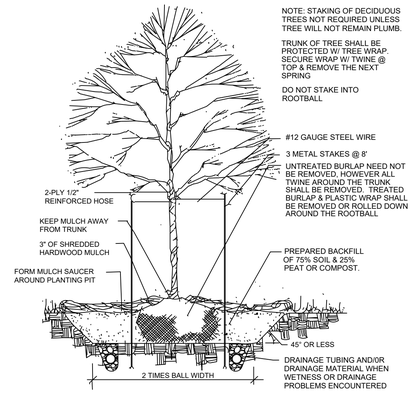
Building Lot D Parking Screening Angela Drive: 167 LF

Requirement: 1- Tree & 10- Shrubs/40 LF
Calculation: 4- Trees & 42- Shrubs
Provided: *4- Trees & 46- Shrubs

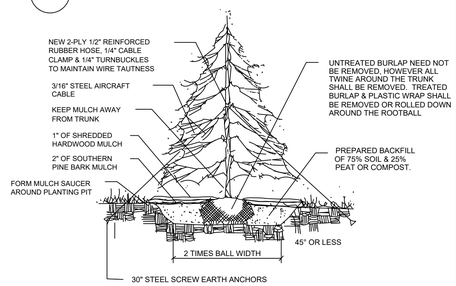
Building Lot D : Parking Screening Carlemont Drive: 180 LF

Requirement: 1- Tree & 10- Shrubs/40 LF
Calculation: 5- Trees & 45- Shrubs
Provided: *5- Trees & 48- Shrubs

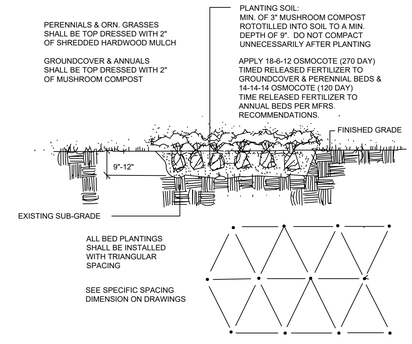
* Denotes Evergreen Trees & Ornamental Trees



DECIDUOUS TREE
NTS



EVERGREEN TREE
NTS



BED PLANTING DETAIL
(PERENNIALS, ORNAMENTAL GRASSES VINES, GROUNDCOVER & ANNUALS)
NTS

Know what's below. Call before you dig.

SCALE 1" = 30'
0 30 60

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REVISIONS

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MULTI-USE DEVELOPMENT

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SOUTH HALF PRELIMINARY LANDSCAPE PLAN

PROJECT NO.: L1523
JOB NO.: 9393

DATE: 2023-08-15
SCALE: 1"=30'
PLANNER: RP
DRAWN BY: RP
CHECKED:

SHEET L-2

CAUTION: IF THIS SHEET IS NOT 24"x36", THEN IT IS NOT AT THE SCALE INDICATED.

PLANT MATERIAL

PART 1 - GENERAL

1.1 SCOPE OF WORK

The work includes furnishing of all materials, and the performance of all operation in connection with the planting of deciduous & evergreen trees, deciduous & evergreen shrubs, shrub roses, perennials, ornamental grasses, groundcover, bulbs (if any) and annual flowers (if any) in strict conformance with the project specifications and applicable drawings which are subject to the terms and conditions of the Contract.

1.2 GENERAL REQUIREMENTS

All plant material shall comply with the State of ILLINOIS and FEDERAL laws with respect to inspection for plant diseases and insect infestation. An inspection certificate required by law to this effect shall accompany each shipment. The Landscape Architect reserves the right to inspect the plant material at the place of growth but such inspection shall not preclude the right of rejection at the site.

1.3 APPLICABLE STANDARDS

A. *American National Standards for Tree Care Operations*, ANSI A300, American National Standards Institute, 11 West 42nd Street, New York, N.Y. 10036.
B. *American Standard for Nursery Stock*, ANSI Z60.1, American Nursery & Landscape Association, 1000 Vermont Avenue NW, Suite 300, Washington, D.C. 20005.
C. *Hortus Third*, The Staff of the L.J. Bailey Hortorium, 1976, MacMillan Publishing Co., New York.
D. All standards shall include the latest additions and amendments as of the dated of advertisement for bids.

PART 2 - MATERIALS

2.1 GENERAL
The Landscape Architect reserves the right to tag or inspect plants at the nursery but such inspection shall not preclude the right of rejection at the site. Contractor shall furnish and install all plants as shown on the drawing and in the quantities as actually designated on the drawings. The quantities shown on the plant list are included for convenience purposes only.

2.2 NOMENCLATURE
The names of the plants indicated on the drawings conform generally with those accepted in the nursery trade.

2.3 QUALITY AND SIZE
Plants shall have a habit of growth that is normal for the species and shall be sound, healthy, vigorous, and free from insect pests, their eggs or larvae, plant diseases, and injuries. All plants shall be nursery grown under climatic conditions similar to those which exist in the locality of the site for at least two (2) years and equal or exceed the measurements specified in the plant list. They shall be measured before pruning with branches in formal position. All necessary pruning shall be performed only at the time of planting. Trees will not be accepted which have their leaders cut or which have their leaders damaged so that cutting is necessary. Plants larger in size than specified may be used with the approval of the Landscape Architect but the use of larger plants will make no change in the contract price. Requirements for the measurement, branching, quality, balling, and burlapping of plants on the plant list shall follow the Code of Standards (Z60.1-most current edition) by the AMERICAN NURSERY & LANDSCAPE ASSOCIATION, formerly known as the AMERICAN ASSOCIATION OF NURSERYMEN, INC. All plant material with shriveled dry roots or which does not comply with the specifications will be rejected. All shrubs shall be at least twice transplanted and must have a fully developed fibrous root system typical of the stated species. All shrubs must be freshly dug immediately before shipping unless they are containerized. Pre-dug, healed-in plants may be considered only in special cases involving planting during the hot months between the spring and fall planting seasons. Use of such material will be allowed only upon the approval of the Landscape Architect and is subject to his inspection prior to said approval.

2.4 DELIVERIES
The Contractor shall take all precautions that are demanded by good trade practice to insure arrival of the plant material at the stated delivery point in good condition and without injury of any nature. Plants shall be covered properly to prevent drying, transit disease, or injury.

2.5 TEMPORARY STORAGE
Insofar as it is possible, plant material shall be planted on the day of delivery. In the event this is not possible, the Contractor shall protect the unplanted stock from sun and drying winds at all times. All balled and burlapped plants shall be shaded from the sun, have their ball set off the ground and healed in with sawdust, peat, soil or other moisture-holding material and shall be kept moist. Plants should not remain unplanted for longer than three (3) days if in leaf. On-site storage shall be only in area(s) designated by the Owner.

2.6 SUBSTITUTIONS
Substitutions may be permitted only upon submission of written proof that the specified plant is not obtainable locally. Such substitution may be made only upon authorization by the Landscape Architect.

2.7 SELECTION
All plants shall be obtained from nurseries licensed by the State of Illinois and approved by the Landscape Architect. The Landscape Architect reserves the right to accompany the Contractor to the nurseries for the purpose of selecting (tagging) material. Plant sources located outside the State of Illinois must be approved by the Landscape Architect.

2.8 TOPSOIL
Topsoil if needed shall be imported. All imported topsoil, used for any portion of the work, shall be fertile, friable, natural loam containing a liberal amount of humus. It shall be relatively free from weeds, large roots, plants, sticks, stones larger than one (1) inch, waste, debris or other extraneous matter. The installing Contractor shall be responsible for rock picking and/or debris removal as needed to meet this specification.

The soil, to be acceptable topsoil, shall meet the following criteria:
A. ORGANIC MATTER: Not less than 1.5 percent no more than 10.0 percent.
B. pH: No lower than 5.0 nor higher than 8.0.
C. TEXTURE: No more than 25 percent clay.
D. SOLUBLE SALT: No more than 1000 ppm
E. CHEMICAL ACTIVITY: The topsoil (on-site & imported) shall be free from any toxins or chemical residue which could result in any form of plant growth damage.

The Contractor shall provide a soil analysis report submittal containing test results and soil scientist recommendations based on a minimum of one (1) sample taken from each proposed imported topsoil stock pile. The testing shall cover macro nutrients and pH, soluble salts, organic content/mechanical analysis and Bio assay.

2.9 MULCH
Mulch shall consist of the following:

A. MUSHROOM COMPOST
Mushroom compost shall be composed of well-rotted cattle or stable manure with an admixture of 15-30% topsoil and shall have been used for the commercial growing of at least one (1) crop of mushrooms.
B. SHREDDED HARDWOOD BARK (general mulching)
Shredded hardwood bark shall consist of finely shredded hardwood bark, free of sticks and leaves.

2.10 FERTILIZER & NUTRIENTS

Fertilizer shall be commercial fertilizer which shall be a complete fertilizer with the following approximate analysis:

A. Shrubs
Woodace (14-3-3) slow-release briquettes or acceptable equivalent approved by Landscape Architect.
B. Roses
1. Woodace (14-3-3) slow-release briquettes
2. Superthrive liquid or acceptable equivalent approved by Landscape Architect.
C. Perennials, Groundcover, Ornamental Grasses & Vines
Osmocote (18-6-12) 8-9 month controlled release, or acceptable equivalent approved by the Landscape Architect.
D. Annual Flowers
Osmocote (14-14-14) 3-4 month controlled release or acceptable equivalent approved by the Landscape Architect.
E. Bulbs
Holland Bulb Booster (9-9-6) or acceptable equivalent approved by the Landscape Architect.
F. Deciduous & Evergreen Trees
No fertilizer required

2.11 TREE WRAPPING MATERIAL

A. Wrap shall be - Breathable synthetic fabric tree wrap. White in color, delivered in 75 mm (3 in.) wide rolls. Specifically manufactured for tree wrapping. Tree wrap shall be "Breathable Fabric Tree Wrap" as manufactured by the Dewitt Company, Inc., Sikeston, MO, or approved equal. Submit manufacture literature for approval.
B. Tape for securing the wrap shall be bio-degradable tape suitable for nursery use and which is expected to degrade in sunlight in less than two (2) years after installation.

2.12 WATER

Potable water shall be supplied by the Owner at no cost to the Contractor by way of an irrigation system, quick coupler system, hose bibs, hydrant meter or a designated fill-up source on site.

PART 3 - EXECUTION

Planting operations shall be conducted under favorable weather conditions during the season stated in the Contract. Before excavations are made the surrounding turf (if existing) shall be covered in a manner that will satisfactorily protect all turf areas that are to be trucked or hauled over and upon which soil is to temporarily stocked. The Contractor shall be responsible for the restoration of all damaged existing turf. All restoration shall be sodded.

3.1 TIME SCHEDULE OF PLANTING OPERATION

Landscaping shall be performed during the season or seasons which are normal for such work as determined by weather conditions and by accepted practice. Planting may be performed under unseasonable conditions without additional compensation, but such work must have the prior approval of the Landscape Architect and/or Owner in writing as to the time of work and methods of operations. Approval to plant under such conditions shall in no way relieve the Contractor form the guarantee provisions of these specifications.

PLANTING SEASON	ACCEPTABLE TIME PERIOD
1. SPRING	a. From time soil is workable to June 15 with the following exception:
1) Bare root materials (if any) shall cease on May 31	
2. FALL	a. Sept. 1 to Nov. 15 with following exceptions:
1) Evergreen Shrub planting to cease Oct. 31	
2) Evergreen Tree planting to cease Oct. 15	
3) Perennial & Ornamental Grass planting to cease Oct. 15	

3.2 WATERING

All plants shall receive a thorough watering immediately after installation. During times of extreme heat, all evergreen and deciduous trees shall receive a minimum of 10 gallons of water per tree per watering up to two (2) additional waterings shall be performed as needed. **The use of drip irrigation tree bags are encouraged** (e.g., gatorbags). All additional waterings will be performed by the Owner or in accordance with a Change Order per the Supplemental Bid prices for additional watering.

3.3 MAINTENANCE
Maintenance shall be performed by the Contractor as follows:

A. TEMPORARY MAINTENANCE
The Contractor shall be responsible for the total maintenance of all plant material until such a date as all landscape operations have received Preliminary Acceptance. Temporary maintenance shall begin immediately after each plant is installed and shall include up to three (3) waterings, and all necessary cultivation, weeding, pruning, disease and insect pest control, protective spraying, resetting of plants to proper grades or upright position, restoration of damaged planting saucers, and any other procedure consistence with good horticultural practice necessary to insure normal, vigorous, and healthy growth of all work under this Contract. Upon the Preliminary Acceptance of all planted areas, the responsibility for plant maintenance rests solely with the Owner, with the following exceptions.

B. CONTINUED MAINTENANCE
For the duration of the guarantee period the Contractor shall be responsible for the resetting of settled plants, the straightening of plants which are not plumb and the tightening of tree guys (if utilized). All other maintenance is the responsibility of the Owner. However, it is the Contractor's responsibility to occasionally inspect the quality of the Owner's maintenance.

3.4 ACCEPTANCE

A. PRELIMINARY PLANTING ACCEPTANCE
Preliminary planting acceptance shall be given for completed planting operations for the purpose of the Contractor becoming eligible for payment for this portion of the Contract work. In order to obtain Preliminary Acceptance, the Contractor shall notify the Owner and/or Owner's Representative by phone or in writing at the conclusion of all planting operations so that preliminary acceptability by way of a field inspection can be performed. In order for an area to be accepted on a preliminary basis, it shall conform to the following:
1. All plant material shall be in conformance with the Drawings with respect to quality, size, species and location, except those items accepted or revised in the field by the Landscape Architect.
2. All plant material shall be in a healthy condition, as defined under the guarantee requirements stated below in Section 3.14

B. FINAL PLANTING ACCEPTANCE
Final planting acceptance shall be granted after the completion of all replacement operations required fulfilling the guarantee stated below.
On or about the expiration of the one-year (1 year) guarantee, a follow-up inspection will be made by the Owners and/or Owner's Representative to determine replacements required to be made by the Contractor in accordance with the provisions of these specifications. The inspector will document his/her findings in a field report. Upon completion of the replacement program, the Owner and/or Owner's Representative shall conduct an inspection to determine the acceptability of the required replacements. If all is found to be acceptable as defined by Item A above, the Contractor and the General Contractor shall be notified in writing of his final acceptance of work.

3.5 GUARANTEE
The Contractor shall guarantee for a period of one (1) year the replacement of any permanent plant which has died, or is in a dying condition, or which has failed to flourish in such a manner that its usefulness or appearance has been impaired. Any tree with a dead main leader or with a crown which is twenty-five percent (25%) or more dead shall be replaced.
These guarantees shall be in accordance with the following:

A. ONE YEAR PERIOD
The one (1) year period shall begin on the date of Preliminary Acceptance of all plant material.
B. REPLACEMENTS & DAMAGES
The decisions of the Owner and/or Owner's Representative for required replacements shall be conclusive and binding upon the Contractor. The Contractor shall also be responsible for repairing damage to persons and property also caused by defective workmanship and materials.
C. EXCLUSIONS
The Contractor shall not be liable for the replacement of plants which were damaged by animals, by deicing compounds, fertilizers, pesticides or other materials not specified by the Contract documents or not applied by him under his supervision, by relocating or removal by others, by Acts of God, by vandalism or by terrorism.
D. GUARANTEE PERIOD INSPECTION
During the guarantee period, the Contractor shall, from time to time, inspect the watering, cultivation, and other maintenance operations carried on by the Owner with respect to such work, and promptly report to the Owner any methods, practices or operations which he considers unsatisfactory, and not in accord with his interests or good horticultural practices. The failure of the Contractor to so inspect or report shall be construed as an acceptance by him of the Owner's maintenance operations, and he shall not thereafter claim or assert that any defects which may later develop are the result of such methods or practices or operations.

TURF GRASS

PART 1 - GENERAL

1.1 SCOPE OF WORK

The work includes finish grading, furnishing fertilizer, seed and/or sod as specified and performance of all operations in connection with seeding and/or sodding in strict accordance with the applicable Drawings and subject to the terms and conditions of the Contract.

1.2 EQUIPMENT

The Contractor shall provide and maintain equipment suitable for the execution and completion of the work specified in accordance with (IDOT) Standard Specifications. All equipment shall be operated by personnel trained in the operation of such equipment.

PART 2 - PRODUCTS

2.1 TOPSOIL

Topsoil for planting operations shall be obtained from an on-site stockpile generated from site stripping. In the event that none is available, needed topsoil shall be imported from an off-site source. All imported topsoil, used for any portion of the work, shall be fertile, friable, natural loam containing a liberal amount of humus. It shall be relatively free from weeds, large roots, plants, sticks, stones larger than one (1) inch, waste, debris or other extraneous matter. The installing Contractor shall be responsible for rock picking and/or debris removal as needed to meet this specification.

The soil, to be acceptable topsoil, shall meet the following criteria:

1. ORGANIC MATTER: Not less than 1.5 percent no more than 10.0 percent.
2. pH: No lower than 5.0 nor higher than 8.0.
3. TEXTURE: No more than 25 percent clay.
4. SOLUBLE SALT: No more than 1000 ppm.
5. CHEMICAL ACTIVITY: The topsoil (on-site & imported) shall be free from any toxins or chemical residue which could result in any form of plant growth damage.

The Contractor shall provide a soil analysis report submittal containing test results and soil scientist recommendations based on a minimum of one (1) sample taken from each proposed imported topsoil stock pile. The testing shall cover macro nutrients and pH, soluble salts, organic content/mechanical analysis and Bio assay.

2.2 COMMERCIAL FERTILIZER AND DELIVERY

Fertilizer shall be delivered to the site in unopened, original containers, each bearing name and address of the manufacturer, name brand, or trademark, and manufacturer's guaranteed analysis. Any fertilizer which becomes caked or otherwise damaged, making it unsuitable to use, will not be accepted. Fertilizer shall not have been exposed to weather prior to delivery on the site and after delivery until used. It shall be completely protected at all times and shall not be stored in direct contact with the ground.

A. FERTILIZER STRENGTH
The fertilizer shall be a complete fertilizer containing a minimum basis percentage by weight of the following:
1. PRIOR TO SEEDING AND/OR SODDING 6-24-24
Nitrogen..... 6%
Phosphorous..... 24%
Potash..... 24%

2. AFTER SEEDING AND/OR SODDING 18-5-9
Nitrogen..... 18%
Phosphorous..... 5%
Potash..... 9%

a) One-quarter of the nitrogen shall be in the form of nitrates, one-quarter in the form of ammonia salts, and one-half in the form of organic nitrogen.
b) Available phosphoric acid shall be derived from super-phosphate having a minimum guaranteed analysis of 20% of available phosphate.
c) The potash shall be in the form of sulphate of potash.

The balance of the fertilizer shall be made up of materials usually present in such a product. It shall be free from dust, sticks, sand, stone, or other debris.

2.3 GRASS SEED (if specified)
Grass seed shall be reclaimed seed of the previous season's seed crops. All seed shall meet requirements established by the State and Federal Seed and Weed Controls Laws. The grass seed mixture shall be composed of the following grass seeds mixed in proportions by weight and shall meet or exceed the minimum percentages of purity and germination as indicated.

PROPORTION BY WEIGHT TYPE OF GRASS

1. CONVENTIONAL TURF GRASS MIX (if specified)
60% ..... KENTUCKY BLUEGRASS (blend of 3 cultivars)
30% ..... PERENNIAL RYEGRASS (blend of 2 cultivars)
10% ..... CREEPING RED FESCUE
(Apply at 7 lbs./1,000 S.F. for mechanical seeding)

2. SALT TOLERANT MIX (if specified)
40% ..... 'FULTS' ALKALI GRASS (PUCCINELLIA DISTANS)
30% ..... CREEPING RED FESCUE
20% ..... KENTUCKY BLUEGRASS
10% ..... PERENNIAL RYEGRASS
(Apply at 5 lbs./1,000 S.F. for mechanical seeding)

The percentage of hard seed included as a part of the germination percentage of any lot of seed, shall not exceed twenty. Kentucky bluegrass seed shall weigh a minimum of 28 pounds to the nearest measured bushel. Weed seed content shall not exceed 0.25%.

1. PACKING AND MARKETING

All seeds shall be delivered in suitable bags in accordance with standard commercial practice. Each bag shall be tagged or labeled as required by the law of the STATE OF ILLINOIS. The vendor's name shall show on or be attached to each bag together with a statement signed by the vendor showing: a) the kind of seed contained, b) the percentage of purity and germination, c) the percentage of hard seed, if any, d) a statement conforming to the laws of the STATE OF ILLINOIS hereinbefore mentioned showing percentage of weed seeds, if any. Seed which has become wet, moldy, or otherwise damaged will be rejected.

2.4 EROSION CONTROL BLANKET

1. STRAW BLANKET (if specified)
a. S-75 Straw Blanket (North American Green)
b. AEC Premier Straw Blanket (American Excelsior Company)
c. or equivalent

2. STRAW/COCONUT BLANKET (if specified)
a. SC-150 Straw/Cocnut Blanket (North American Green)
b. AEC Premier Straw/Cocnut Blanket (American Excelsior Company)
c. or equivalent

2.5 HYDROMULCH (if specified)
SoilCover Hydraulic Wood Mulch by Profile distributed by ERO-TEX (866)437-6839

2.6 SOD (if specified)
Sod shall comply with State and Federal laws with respect to inspection for plant diseases and insect infestation. It shall be fresh cut, live, nursery grown sod, not less than one and one half (1 1/2) inches thick having well-matted roots. The root zone shall be of good, fertile, natural mineral soil free from stones and debris. Peat sod will not be acceptable. The turf shall contain no bent or quack grass nor any other noxious weed growth. It shall be of firm tough texture having a compact growth of grass. The sod sections shall be standard in size (24 inches wide x 3 feet in length) and each section shall be strong enough to support its own weight and retain its size and shape when suspended vertically from a firm grasp on the upper ten (10%) percent of the section.

Before being cut and lifted, the sod shall have been mowed at least twice with a lawn mower and the final mowing not more than seven days before the sod is cut. Sod which is not placed within 48 hours of cutting shall not be used without the approval of the Owner and/or Landscape Architect.

The Owner and/or Landscape Architect, reserves the right to inspect the sod at the source before cutting and areas that fail to meet with his approval shall not be cut for the purpose of supplying material under the contract. The Owner and/or Landscape Architect shall be permitted to take such samples as he may select. All sod shall be fresh and green when placed. Any sod that is dried out, burned, inferior in quality to said samples, or in any way failing to meet the requirements of these specifications will be rejected and the Contractor shall immediately remove such rejected material from the premises of the project and supply suitable material in its place.

1. BLUEGRASS SOD shall be a blend of at least three (3) cultivars of Kentucky bluegrass grown on a mineral base.

2. SALT SOD (if specified) shall be a blend of Kentucky Bluegrass, 'Fults' Alkalie Grass (Puccinellia Distans), Perennial Ryegrass and other types as approved by the Landscape Architect grown on a mineral base.

2.7 WATER

The Owner shall provide at no cost, sufficient water for the Contractor to maintain plant materials and seeded and sodded areas in accordance with the requirements of the applicable technical specifications. Potable water shall be supplied by the Owner by way of a permanent underground irrigation system, quick coupler system, hose bibs, fire hydrants or a designated fill-up source for mobile tanks. When water is provided by way of fire hydrants, it shall be the Contractor's responsibility to be completely familiar with all local ordinances concerning the use of this water source. If a meter is required, it is the Contractor's responsibility to obtain, store and return the meter. All fees incurred by the Contractor in obtaining the meter and utilizing the water supply will be reimbursed to him by the Owner.

In the event that the on-site water supply is curtailed or terminated by the Owner or by ordinance during the period the Contract is in effect, or that there is no on-site sources of water, the Contractor shall supply water from off-site in sufficient quantities to complete the job. Compensation for this additional item will be in accordance with a solicited price quote. If authorization to supply off-site water is not given to the Contractor by the Owner, when the Owner is unable to supply the water in sufficient quantities, the Contractor shall not be left responsible for damage to new plantings (plant materials & sod) or failure of seed to germinate and grow caused a direct result of an inadequate water supply.

PART 3 - EXECUTION

3.1 SEED - The accepted seasons for sowing seed in lawn areas shall be defined as follows:

PLANTING SEASONS	SPRING	FALL
Turf grass	April 1 * to May 31	Aug. 15 to Sept. 30

* or as soon as the soil is free of frost and in a workable condition.

Seeding during other time periods shall require the approval of the Owner and/or Landscape Architect. All sowing of seed shall be completed after all trees and shrubs have been installed, if any.

3.2 SOD - The accepted seasons for laying sod shall be as follows:

1. SPRING SODDING shall be performed from the time the soil becomes workable and unfrozen sod becomes available to June 15.
2. FALL SODDING shall be performed from August 15 to October 31.

Sodding during the summer season, defined as June 16 to August 14, will be acceptable if the area is served by an operational irrigation system. Sodding after November 1 shall be considered unseasonable and will require the approval of the Landscape Architect or Owner.

3.3 REQUIRED MAINTENANCE

The Contractor shall be responsible for maintaining all newly seeded and sodded areas until such a time as these areas are granted acceptance by the Owner and/or Landscape Architect. Maintenance during this time period shall and consist of watering, mowing, fertilization and herbicide application, as well as any other horticultural practices necessary to establish an acceptable stand of grass.

A. WATERING

1. The Contractor shall water all newly **seeded** areas once immediately upon completion. Additional watering shall be performed as needed in the absence of adequate rainfall. All water should be applied as a spray or dispersion to prevent run-off or damage. The Contractor shall be responsible for watering until turf is established and accepted. If the Owner supplies an in-ground irrigation system, the Contractor shall be responsible for monitoring the effectiveness of the system and shall report any problems with the system to the Owner immediately, followed up in writing. If the Owner does not provide an irrigation system, then additional watering shall be performed in accordance with the Supplemental Bids where alternate watering prices shall be quoted. If this work item is not included as part of the original Contract, it must be authorized. Compensation shall be in accordance with the Supplemental Bid Prices. If the Owner fails to supply water or authorize supplemental watering the Contractor's warranty for providing an established stand of turf will be voided.

2. The Contractor shall water all newly installed **sod** immediately. The Contractor shall remain responsible for watering through three (3) applications. If the Owner supplies an in-ground irrigation system included in the scope of these improvements, the Contractor shall be responsible for monitoring the effectiveness of the system and shall report any problems with the system to the Owner immediately, followed up in writing. If the Owner does not provide an irrigation system, then additional watering shall be performed in accordance with the Supplemental Bids where alternate watering prices shall be quoted. If this work item is not included as part of the original Contract, it must be authorized. Compensation shall be in accordance with the Supplemental Bid Prices. If the Owner fails to supply water or authorize supplemental watering the Contractor's warranty for providing an established stand of turf will be voided. Watering after the required three (3) waterings shall be the responsibility of the Owner, or in accordance with authorized supplemental watering.

B. MOWING

1. The Contractor shall mow all **seeded** areas three (3) times. The three (3) mowings shall be performed once the turf has reached a height of three inches (3") and shall maintain the turf at 2-2½". At no time should more than 1/3 of the leaf blade be removed by any mowing.

2. The Contractor shall mow all **sodded** areas once. The one (1) mowing shall be performed once the turf has reached a height of three inches (3"). At no time should more than 1/3 of the leaf blade be removed by any mowing.

C. FERTILIZATION

1. **Seeded** areas after completion of the second required mowing, the Contractor shall apply an 18-5-9 commercial fertilizer at the rate of 15 pounds per 1,000 square feet (650 lbs/ac.) to all turf areas using a mechanical spreader and by making two (2) passes at right angles to each other.

2. **Sodded** area after completion of the required mowing, the Contractor shall apply an 18-5-9 commercial fertilizer at the rate of 15 pounds per 1,000 square feet (650 lbs/ac.) to all turf areas using a mechanical spreader and by making two passes at right angles to each other.

D. HERBICIDE

The Contractor shall be responsible for one (1) application of a weed control product no sooner than the second mowing with the areas seeded. The product shall reflect the specific weed problem which may exist.

3.4 ACCEPTANCE

Acceptance of seeded areas will be determined by the Owner and/or Landscape Architect.
Acceptance shall be granted upon conformance with the following:
1. Grass shall display a reasonably uniform distribution of grass plants.
2. Grass shall display vigorous growth and be green and healthy in appearance.
3. Grass shall have received the required mowings, fertilization and herbicide application.

The Contractor shall not be held liable for damage incurred to the seed areas caused by deicing compounds, toxic substances, fertilizers, pesticides and other materials not specified or not applied by him or under his supervision, nor those damages caused by vandalism or acts of nature.

3.5 GUARANTEE

The Contractor shall guarantee the provision of a green, healthy relatively weed free turf at the time of acceptance.

TEMPORARY WATERING

Temporary watering shall be performed via a temporary above ground irrigation system from the building water supply and/or from water trucks.

A. Kentucky Bluegrass Sod

1. Immediately subsequent to sod installation all areas shall be watered to a depth of one (1) inch Additional watering shall be performed to a total of fifteen (15) times approximately every other day for a minimum of a one (1) month period. During extremely hot periods, often between June 15th and August 31st, watering daily may be required.

2. Newly laid sod must be kept moist, but not water logged. The moisture should extend into the soil below the sod to encourage root development. A general rule-of-thumb is to apply one (1) inch of water every other day in the absence of adequate rainfall. Early morning watering is preferred and should not be performed after 1:00 PM. Watering personnel shall routinely probe the sodded areas in multiple locations to determine moisture levels and the watering program should be adjusted as needed. Newly laid sod should not be allowed to dry out as during the initial 2-3 weeks subsequent to laying, dryness will cause shrinkage leaving unwanted open gaps between bales.

3. Depending on conditions, sod may take 1-3 weeks to root into the soil. Once the sod takes root, watering frequency can be gradually reduced. One (1) inch of water applied once a week is generally acceptable except during hot periods.

B. Seed Mixes with Straw Blanket (if any)

1. Immediately after the completion of seeding operations, all seed & blanket areas shall be watered to a depth of two (2) inches. Additional watering shall be performed to a total of fifteen (15) times.

2. During the seed germination period, seeded areas shall be kept moist in the absence of adequate rainfall to a depth of one (1) inch. A fine spray should be utilized to avoid seed bed disturbance/erosion. Watering personnel shall routinely probe the seeded areas in multiple locations to determine moisture levels and the watering program should be adjusted accordingly. A five to ten (5-10) minute watering duration is generally adequate. During the germination period, daily watering may be required during extremely hot periods.

3. Once the seed has fully germinated (not just the cover crop) the watering shall be increased to a two (2) inch depth. The soil should be allowed to dry out between waterings and generally every other day watering during this stage is adequate, depending on rainfall.

C. Plant Material Watering

1. All plants shall receive a thorough watering immediately subsequent to installation including a minimum of four (4) additional waterings when needed.

2. During times of extreme heat, all evergreen and deciduous trees shall receive a minimum of ten (10) gallons of water per tree per watering. Hand injection probe watering or slow release watering bags are the preferred methods for effectively applying water to trees. The use of 20-gallon slow-release irrigation tree bags is highly encouraged and may be substituted for the above mentioned injection waterings. Such watering bags shall be kept operational for a minimum of five (5) continuous days. If this watering method is used in lieu of injection waterings, they shall be provided, as weather conditions dictate, for three (3) watering periods of five (5) continuous days each.

NOTE: These specifications may vary pending final site design and individual site design

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REVISIONS

1 Rev. Per CL Review 9-14-23

MULTI-USE DEVELOPMENT

1501 Carlemont Drive
Crystal Lake, IL

STATE OF ILLINOIS
JOHN M. RYAN
no. 157-000129
REGISTERED LANDSCAPE ARCHITECT

IRG Ives/Ryan Group, Inc.
1741 S. WIESBROOK ROAD
WHEATON, IL 60189
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Landscape Architecture
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LANDSCAPE SPECIFICATIONS

PROJECT NO.: L1523 JOB NO.: 9393

DATE: 2023-08-15
SCALE:
PLANNER: RP
DRAWN BY: RP
CHECKED:

SHEET L-3

Agenda Item No: 11

City Council
Agenda Supplement

Meeting Date: October 21, 2025

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Request: Final Planned Unit Development Amendment to allow a monument sign with size and height variations at 731 East Terra Cotta Avenue

Applicant: Clover Communities Crystal Lake, LLC, owner
731 East Terra Cotta Avenue

PZC Recommendation: To approve the petitioner's request and adopt an Ordinance granting the Final Planned Unit Development Amendment for a monument sign at 731 East Terra Cotta Avenue

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

Background:

- Request: The petitioners are requesting a Final PUD Amendment to allow a monument sign with size and height variations.
    - The proposed sign needs a variation
        - To allow a height of 6.5 feet, instead of the maximum allowed 4 feet.
        - To allow a sign area of up to 25 square feet, instead of the maximum allowed 16 square feet.
- Land Use: The land use map shows the area as High-Density Residential. This is an appropriate land use designation for the current use on the property: Fox Run Senior Apartments.
- Zoning: The site is zoned "R-3B PUD" Multifamily Residential District. This is the appropriate zoning for the current use on the property.
- Previous Approvals:
    - 2022: Final PUD approval for a multifamily residential, 121-unit independent living apartment development.

PZC Highlights:

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

- The petitioner outlined the request, noting the height and size variations requested are similar to those approved for other multifamily residential developments and that they were necessary to help residents, visitors, and emergency services easily locate the property. He further noted that brick on the sign will match that on the building.
- The PZC discussion was generally in favor of the request. In response to a question by Mr. Smith, staff explained that the proposed sign was referenced in the original Planned Unit Development documents, but it lacked sufficient detail to indicate a need for a variation at that time. Mr. Greenman stated he preferred a lower sign.
- No public were present.
- The PZC found that the petition met the Findings of Fact and was supportive of the request.

The Planning and Zoning Commission recommended **approval (5-1)** of the petitioner's request with the following conditions:

1. Project plans shall be consistent with the information and testimony provided by the petitioner in the hearing and the following provided documents:
    A. Site Plan (Midwestern Consulting, 6/12/23)
    B. Construction Plans (Sebree Architects, 1/15/24)
    C. Revised Sign Elevation (9/22/25)

2. Landscaping around the sign shall meet the requirements of UDO 4-400F-6 (Signs).

3. That all review comments and requirements of the departments of Community Development and Public Works and Engineering shall be sufficiently addressed.

Votes Required to Pass: A simple majority vote

PARCEL IN QUESTION



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A FINAL PLANNED UNIT DEVELOPMENT AMENDMENT AND VARIATIONS FOR A SIGN AT 731 EAST TERRA COTTA AVENUE

WHEREAS, Clover Communities Crystal Lake, LLC (the "Petitioner") has filed a Petition (File #PLN-2025-160) requesting a Final Planned Unit Development Amendment and Variations to allow a monument sign having a height of 6.5 feet, instead of the maximum allowed 4 feet, and a sign area of 25 square feet, instead of the maximum allowed 16 square feet, at 731 East Terra Cotta Avenue, Crystal Lake, Illinois; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to all required noticing, including notice duly published on September 13, 2025 in the Northwest Herald, held a public hearing at 7:00 p.m., on October 1, 2025 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Petition; and

WHEREAS, on October 1, 2025, the Planning and Zoning Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as required by law and recommended to the Mayor and City Council of the City of Crystal Lake that the proposed Final Planned Unit Development Amendment and Variations be approved, as documented in the minutes; and

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

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

Section I: That a Final Planned Unit Development Amendment and Variations to allow a monument sign having a height of 6.5 feet, instead of the maximum allowed 4 feet, and a sign area of 25 square feet, instead of the maximum allowed 16 square feet, at 731 East Terra Cotta Avenue, Crystal Lake, Illinois is hereby approved with the following conditions.

1. Project plans shall be consistent with the information and testimony provided by the petitioner in the hearing and the following provided documents:
    A. Site Plan (Midwestern Consulting, 6/12/23)
    B. Construction Plans (Sebree Architects, 1/15/24)
    C. Revised Sign Elevation (9/22/25)

Draft

2. Landscaping around the sign shall meet the requirements of UDO 4-400F-6 (Signs).

3. That all review comments and requirements of the departments of Community Development and Public Works and Engineering shall be sufficiently addressed.

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

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

DATED at Crystal Lake, Illinois, this 21st day of October, 2025.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
CITY CLERK

Passed: October 21, 2025
Approved: October 21, 2025

Draft

#2025-160
Clover Communities Crystal Lake LLC – Final PUD Amendment for a Sign
Project Review for Planning and Zoning Commission

Meeting Date:	October 1, 2025
Request:	Final Planned Unit Development Amendment to allow a monument sign with a size and height variations
Location:	731 East Terra Cotta Avenue
Acreage:	Approximately 8.8 acres
Existing Zoning:	R-3B PUD (Multifamily Residential)
Surrounding Properties:	North: B-2 PUD (General Commercial) South: R-3B PUD (Multifamily Residential) East: R-3A PUD (Two-Family Residential) West: B-2 (General Commercial)
Staff Contact:	Darrell Moore (815) 356-3612

Background:

- The property is the future location of the Fox Run Senior Apartments, currently under construction.
- The applicant is seeking to erect a sign that is approximately 6.5 feet high and 25 square feet in area. The Unified Development Ordinance (UDO) limits multifamily signs to 4 feet in height and 16 square feet in area.
- When Final Planned Unit Development (PUD) approval was granted in 2022, the sign was not included in the plans reviewed by the Planning & Zoning Commission (PZC) or City Council.
- Previous Approvals:
    - 2022-103: Final PUD approval for a multifamily residential, 121-unit independent living apartment development.

Development Analysis:

General

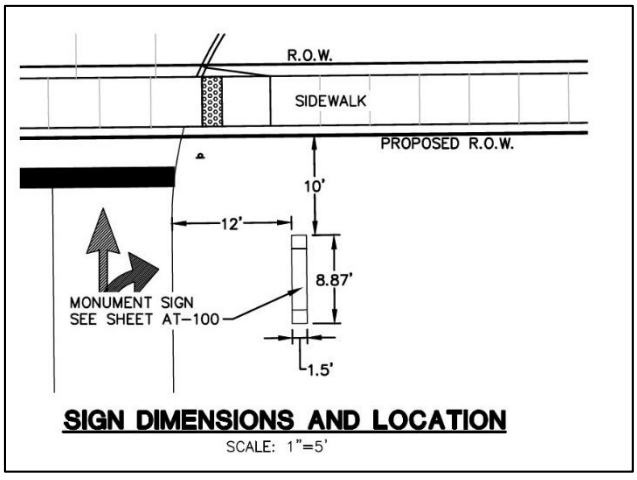
- Request: Final PUD Amendment to erect a monument sign that is approximately 6.5 feet high, instead of the maximum 4 feet, and 25 square feet in area, instead of the maximum 16 square feet.

- The request requires review by the PZC and approval from the City Council since the property is governed by a PUD and an approved site plan.
- Zoning: The site is zoned R-3B PUD, Multifamily Residential District
- Land Use: The land use map shows the area as High-Density Residential



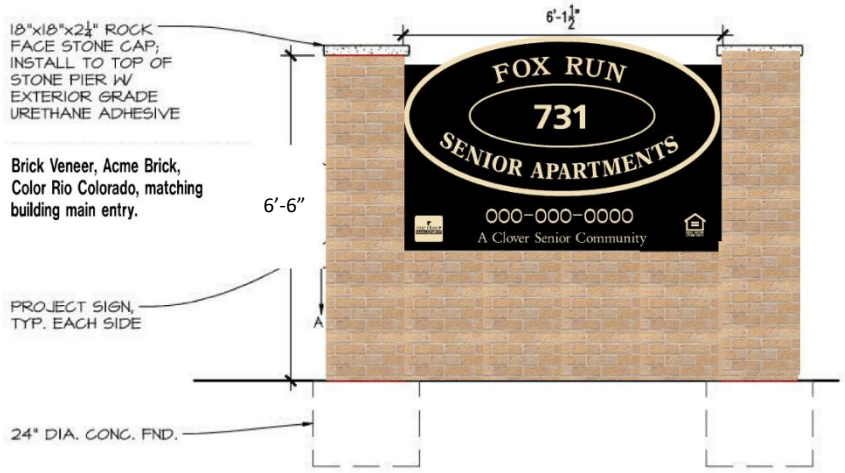
Sign Details

- The sign is a monument-style framed by brick that matches that found on the building's main entry, and capped with stone. It is proposed with a setback of 10 feet from the right-of-way and to be externally illuminated.
- The sign is proposed at approximately 6.5 feet in height and 25 square feet in area, exceeding the allowed maximums of 4 feet in height and 16 square feet in area for a multifamily sign.



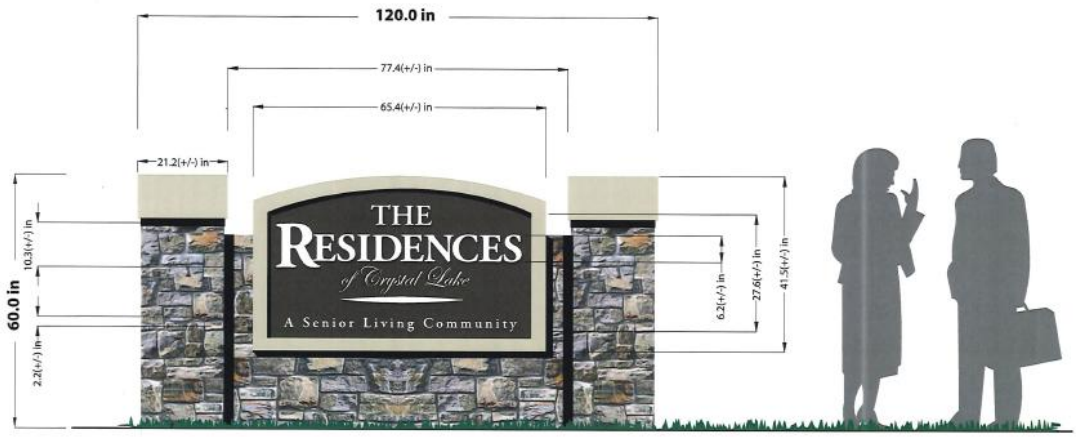
- The City has approved similar signs in recent years:

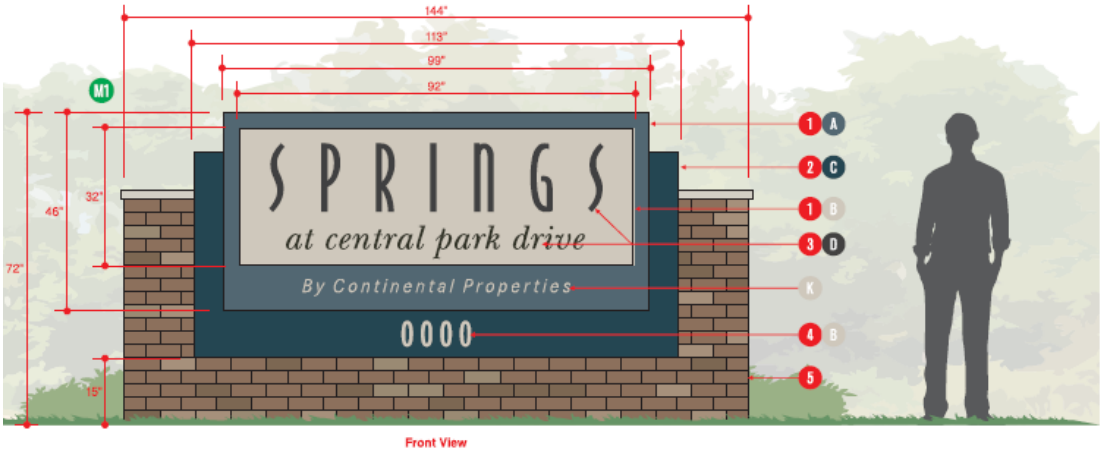
Multifamily Development	Height	Area	Sign approval
The Residences of Crystal Lake	5'-0"	18.8 sf	PUD (2018-149)
Springs at Central Park Drive	6'-0"	32 sf	PUD (2020-034)
Fox Run Senior Apartments (proposed)	6'-6"	25 sf	-
UDO Table 4-1000D-2 Multifamily Sign Maximums	*4'-0"*	*16 sf*	*n/a*



Top: Proposed Sign

Middle and Bottom: Recently Approved Multifamily Signs





Findings of Fact:

The applicant is seeking to erect a sign that is approximately 6.5 feet high and 25 square feet in area. The Unified Development Ordinance (UDO) limits multifamily signs to 4 feet in height and 16 square feet in area. The purpose of Planned Unit Developments is to encourage and allow more creative and imaginative design of land developments than is possible under district zoning regulations. Planned Unit Developments are, therefore, intended to allow substantial flexibility in

planning and designing a proposal. This flexibility is often in the form of relief from compliance with conventional zoning ordinance site and design requirements.

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

Therefore, more lenient site requirements may be granted where the Planned Unit Development contains features not normally required of traditional developments. If the evidence is not found to justify such conditions, that fact shall be reported to the City Council with a recommendation that the variation request be lessened or denied.

2030 Comprehensive Land Use Plan Summary

The Comprehensive Plan designates the subject property as High-Density Residential. The senior apartment building under construction fits within this category. The following goals are applicable to this request:

> **Goal:** Encourage a diversity of high quality housing in appropriate locations throughout the city that supports a variety of lifestyles and invigorates community character.
>
> **Supporting Action:** Encourage a diversity of housing types throughout the city, which satisfy wide-range needs for all persons regardless of age, race, religion, national origin, physical ability and economic level for existing and future city residents.
>
> **Success Indicator**: The City has several different residential zoning districts, allowing for a variety of housing product.

Recommended Conditions:

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

1. Project plans shall be consistent with the information and testimony provided by the petitioner in the hearing and the following provided documents:
    A. Site Plan (Midwestern Consulting, 6/12/23)
    B. Construction Plans (Sebree Architects, 1/15/24)
    C. Revised Sign Elevation (9/22/25)

2. Landscaping around the sign shall meet the requirements of UDO 4-400F-6 (Signs).

3. That all review comments and requirements of the departments of Community Development and Public Works and Engineering shall be sufficiently addressed.

City of Crystal Lake
Development Application

Office Use Only
File # PLN-2025-160

Project Title: Fox Run Senior Apts. Sign --Final PUD Amendment

Action Requested

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

Petitioner Information

Name: Clover Communities Crystal Lake LLC

Address: 348 Harris Hill Rd
Williamsville, NY 14221

Phone: [redacted]

Fax:

E-mail: [redacted]

Owner Information (if different)

Name:

Address:

Phone:

Fax:

E-mail:

Property Information

Project Description: PUD Amendment to install a monument sign for Fox Run Senior Apts. at 731 E. Terra Cotta Rd.

Project Address/Location: 731 E. Terra Cotta Rd.

PIN Number(s): 14-34-301-049

Development Team

Please include address, phone, fax and e-mail

Developer: _____

Architect: _____

Attorney: _____

Engineer: _____

Landscape Architect: _____

Planner: _____

Surveyor: _____

Other: _____

Signatures

_____

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

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

MICHAEL L. Joseph _____ 9.25.2025

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, OCTOBER 1, 2025
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

2025-160 – 731 E. TERRA COTTA ROAD – CLOVER COMMUNITES – PLANNED UNIT DEVELOPMENT AMENDMENT

Final Planned Unit Development Amendment to allow a monument sign with a size and height variation.

The petitioner, James Koback, Senior Project Manager for Clover Communities, requested approval of a Final Planned Unit Development Amendment to allow a monument sign with a height of 6.5 feet and an area of 25 square feet, exceeding the Unified Development Ordinance's maximum of 4 feet in height and 16 square feet in area. Mr. Koback explained that the sign was necessary to help residents, visitors, and emergency services easily locate the property. The monument-style sign is framed by brick to match and compliment the buildings' architecture and streetscape.

Mr. Greenman asked the petitioner if he had any issues regarding the recommended conditions presented from staff. Mr. Koback responded that he had no issues.

Mr. Greenman opened the public comment portion of the hearing. With no public wishing to speak, Mr. Greenman closed the public comment portion of the hearing and asked for staff to present the staff report.

Mr. Moore explained that the property is large and that comparable signage had been approved for other multifamily developments. He cited the example of the adjacent Sunrise Senior Living, which was approved for a similar sign exceeding the standard size. Mr. Moore also noted that the petitioner had originally proposed a post sign but, after working with staff, revised the design to a monument sign that complemented the property's architecture and staff was glad to see that change.

Mr. Skluzacek and Ms. Dzielski had no questions.

Ms. Repholz complimented the landscaping and stated that the size of the sign made sense in context.

Mr. Smith asked why signage was not included in the original PUD; Mr. Moore clarified that it had been referenced as a detail in the engineering plans, but not clearly understood to be part of the request.

Mr. Greenman indicated that he would be in favor of allowing a larger sign area if the height was lowered. He suggested that the lettering could be larger or the proportions of the sign adjusted for better visibility. There was some discussion on the ability to change the size of the sign and sign structure.

Mr. Smith raised concerns about visibility at the sidewalk. Mr. Koback confirmed that plans had been reviewed by engineering and it was determined that there would be no obstruction of pedestrian sightlines.

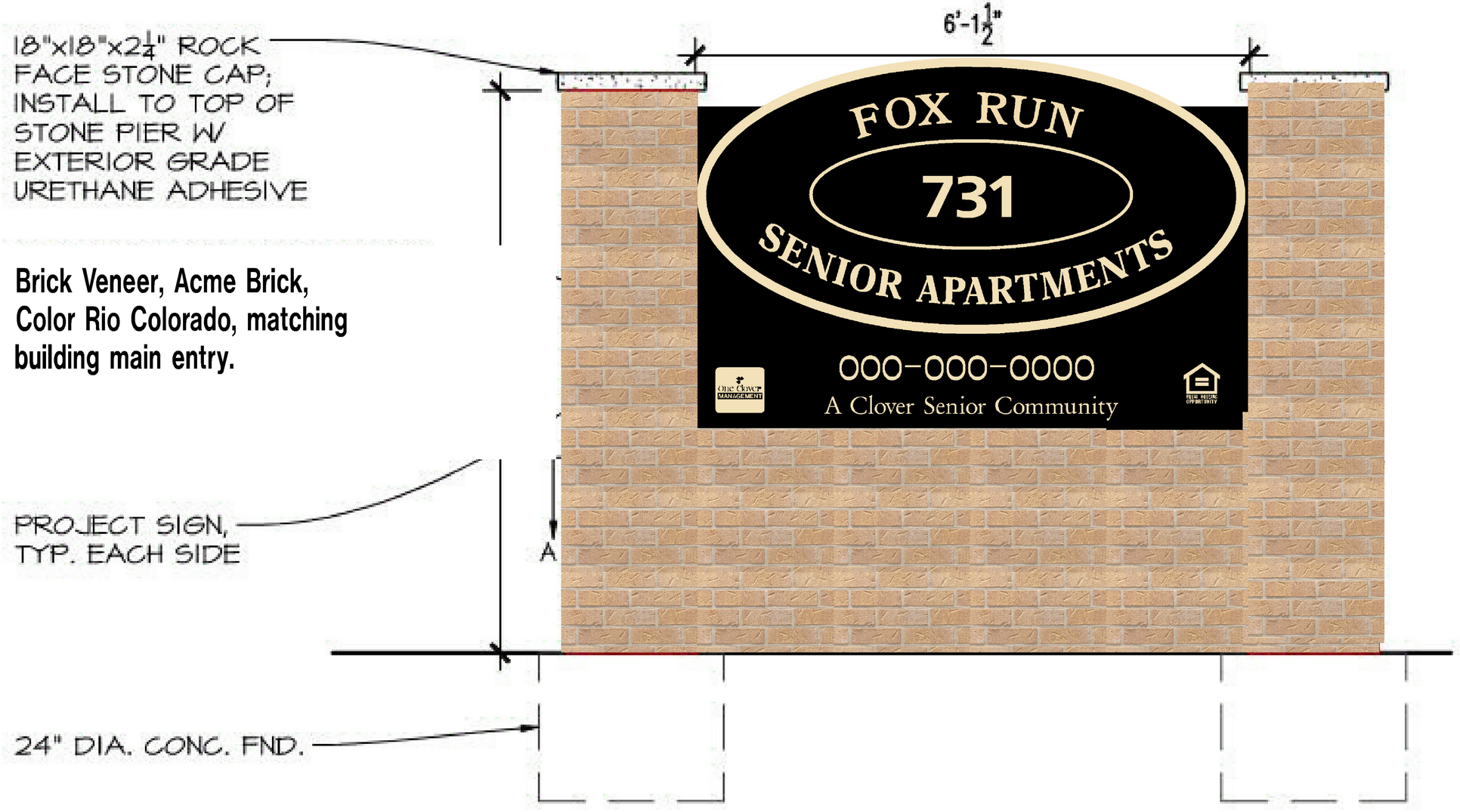
Mr. Repholz made a motion to approve the request as presented, with the following conditions:

1. Project plans shall be consistent with the information and testimony provided by the petitioner in the hearing and the following provided documents:
    A. Site Plan (Midwestern Consulting, 06/12/23)
    B. Construction Plans (Sebree Architects, 01/15/24)
    C. Revised Sign Elevation (09/22/25)

2. Landscaping around the sign shall meet the requirements of UDO 4-400F-6 (Signs).

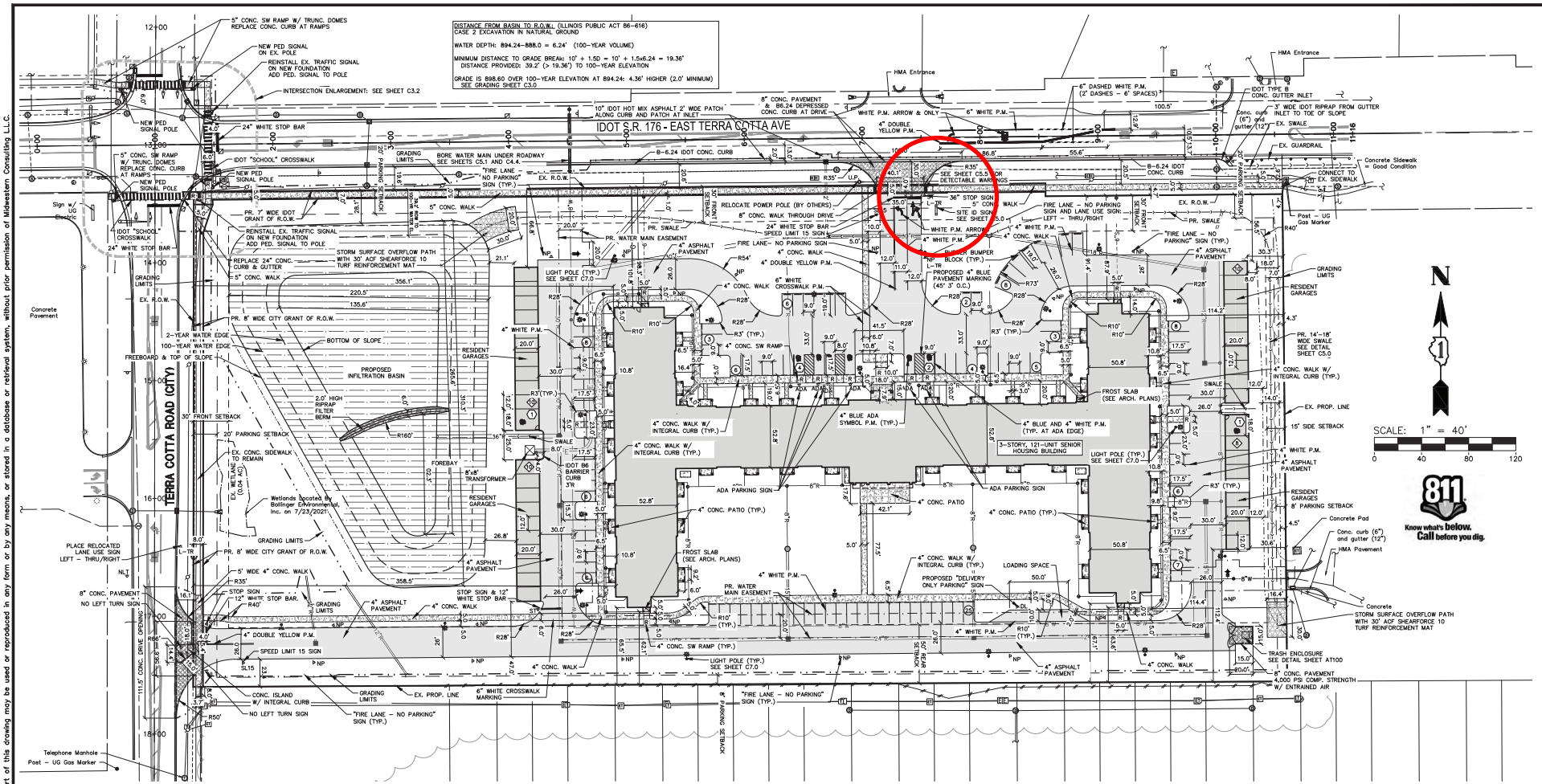
3. That all review comments and requirements of the departments of Community Development and Public Works and Engineering shall be sufficiently addressed.

Ms. Dzielski seconded the motion. On roll call vote, Members Dzielski, Gronow, Repholz, Skluzacek, and Smith voted in favor. Mr. Greenman voted against. The motion passed 5-1.



MONUMENT SIGN ELEVATION

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



NOTES

1. WORK IN STATE ROUTE 176 RIGHT-OF-WAY, AND AT THE INTERSECTION OF S.R. 176 AND TERRA COTTA ROAD, SHALL BE PERMITTED AND APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION.
2. WORK IN THE TERRA COTTA ROAD RIGHT-OF-WAY SHALL BE PERMITTED AND APPROVED BY THE CITY OF CRYSTAL LAKE.
3. ALL PAVEMENT MARKINGS AND SIGNS SHALL COMPLY WITH THE CURRENT MUTCD AND IDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION. PAINT SHALL BE USED ON SITE, AND THERMOPLASTIC IN PUBLIC ROAD RIGHT-OF-WAY.

The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.

LEGEND

- 4" ASPHALT PAVEMENT
- 10" ASPHALT PAVEMENT
- CONCRETE SIDEWALK
- CONCRETE PATIO
- CONCRETE PAVEMENT
- BUILDING
- RESIDENT GARAGES

EXIST. UTILITY POLE; PROP. TRANSFORMER; EXIST. OVERHEAD UTILITY LINE; PROP. LIGHT POLE; EXIST. TELEPHONE LINE; PROP. TELEPHONE LINE; EXIST. ELECTRIC LINE; PROP. ELECTRIC LINE; EXIST. GAS LINE; PROP. GAS LINE; EXIST. FIBER OPTIC LINE; PROP. FIBER OPTIC LINE; EXIST. WATER MAIN; PROP. WATER MAIN; EXIST. HYDRANT; PROP. HYDRANT; EXIST. GATE VALVE IN BOX; PROP. GATE VALVE IN BOX; EXIST. GATE VALVE IN WELL; PROP. GATE VALVE IN WELL; EXIST. STORM SEWER; PROP. STORM SEWER; EXIST. CATCH BASIN OR INLET; PROP. CATCH BASIN OR INLET; PROP. BEEHIVE INLET; END SECTION; EXIST. SANITARY SEWER; PROP. SANITARY SEWER

SIDEWALK RAMP; SIGN; FIRE LANE – NO PARKING SIGN; STOP SIGN; ADA PARKING SIGN; NO LEFT TURN SIGN; DELIVERY ONLY PARKING SIGN; SPEED LIMIT 15 SIGN; PEDESTRIAN CROSSING SIGNAL; WELL; FENCE; TREE OR BRUSH LIMIT; PROP. C/L OF SWALE; PROP. GUARDRAIL; PROP. SIDEWALK EASEMENT; PROP. PARKING SETBACK; PROP. SETBACK; PROP. WATER MAIN EASEMENT; PROP. BUMPER BLOCK; GRADING LIMITS; WETLAND LIMITS; NUMBER OF PARKING SACES; NUMBER OF HANDICAP PARKING SPACES; NUMBER OF GARAGE PARKING SPACES; SECTION CORNER

DEVELOPMENT SUMMARY AND COMPARISON CHART

Zoning Classification	**R-3B-PUD (Multi-Family Residential)**
Number of Units	121 Units Total: 7 1-bedroom + 114 2-bedroom

SITE INFORMATION	Requirement	Calculated Requirement	Provided	Variance Requested
Minimum Lot Area	1,400 + 4,000/unit	1,400 + 4,000 x 121 = 485,400 sft = 11.42 ac	388,932 sft = 8.93 ac	96,468 sft = 2.21 ac
Minimum Lot Width	50 + 10/unit	50 + 10 x 121 = 1,260 ft	924 ft	336 ft
Dwelling Unit Density	9.0 units/acre	9.0 units/acre	121 units / 8.93 ac = 13.5 units/ac	4.5 unit/ac
Front Setback	30 ft	30 ft	87.9 ft (56.5 ft garage)	---
Side Setback	15 ft	15 ft	114.2 ft (30.3 ft garage)	---
Rear Setback	50 ft (abutting 1-family homes)	50 ft	62.1 ft (62.0 ft garage)	---
Maximum Building Lot Coverage	30% of site	30%	44,930 sft + 9,862 sft garages = 54,792 sft total / 388,932 = 14.1%	---
Maximum Impervious Lot Coverage	65% of site	65%	54,792 sft building + 103,860 sft pvmt 158,652 sft / 388,932 = 40.8%	---
Maximum Building Height	36 ft	36 ft	33.25 ft to mid-roof, 27.05' to eaves	---
Maximum Stories	N/A	N/A	3 stories	---
Total Building Floor Area	N/A		134,790 sft + 9,862 sft garages = 144,652 sft total	---
Floor Area Ratio (FAR)	0.6 maximum	0.6	144,652 / 388,932 = 0.37	---
Minimum Apartment Area	N/A	N/A	606-636 sft (1 BR), 737-876 (2 BR)	---
Vehicle Parking (Multi-Family Residential)	1.5/ 1BR unit, 2.25 / 2BR unit	1.5 x 7 1BR + 2.25 x 114 2BR = 267	149 total (109 surface + 40 garage)	118 spaces
ADA Parking Spaces Required	ADA Chart	5 ADA spaces for 101-150 (1 to be van space)	8 van spaces provided (6 surface + 2 garage)	---
Loading Space	1 space	1 space	1 provided	---

MIDWESTERN CONSULTING
38417 Plaza Drive Ann Arbor, Michigan 48108
(734) 995-0200 • www.midwesternconsulting.com
Land Development • Land Survey • Institutional • Municipal
Wireless Communications • Transportation • Landfill Services

CLIENT
CLOVER COMMUNITIES CRYSTAL LAKE LLC
348 HARRIS HILL ROAD
WILLIAMSVILLE, NY 14221
ATTN: ROB JACK
724-822-9165

CLOVER COMMUNITIES CRYSTAL LAKE LLC
731 E. TERRA COTTA AVE., CRYSTAL LAKE, IL 60014
SITE LAYOUT AND PAVING PLAN
CONSTRUCTION DOCUMENT REVIEW

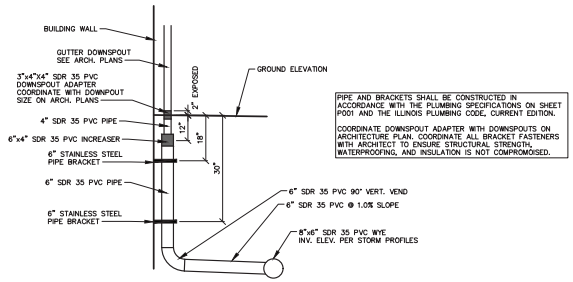
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SHEET 6 OF 56
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CHKD: JMB
ENG: JAM
PRJ. MGR: RCW

ISSUED:	REV. DATE
ISSUED FOR CONSTRUCTION	06/12/23

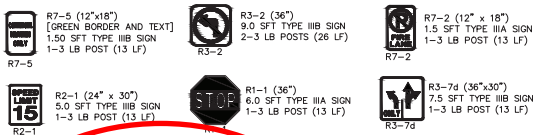
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DOWNSPOUT CONNECTIONS

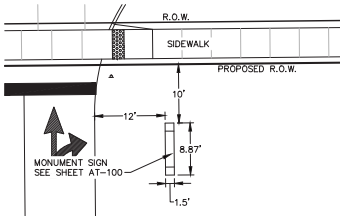
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SEE SHEET C5.2 FOR SIGN POST DETAIL

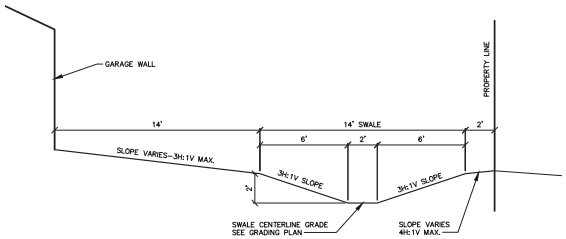
TRAFFIC SIGN LEGENDS

NOT TO SCALE



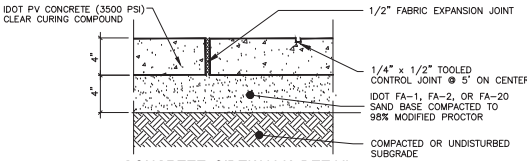
SIGN DIMENSIONS AND LOCATION

SCALE: 1"=5'



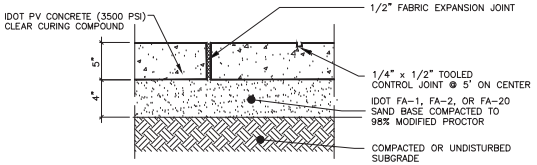
14' EASTERN STORM OVERFLOW SWALE

1"=4'



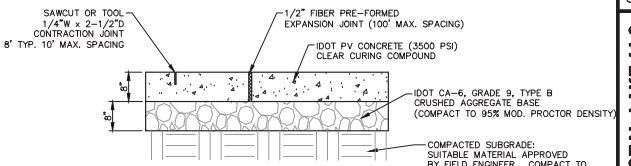
CONCRETE SIDEWALK DETAIL (INSIDE OF PROPERTY)

NOT TO SCALE



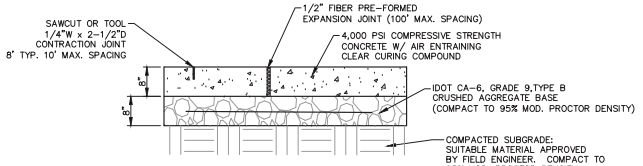
CONCRETE SIDEWALK DETAIL (ALONG IL-176)

NOT TO SCALE



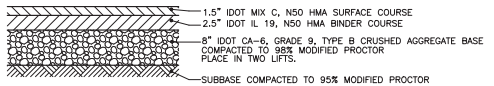
8" CONCRETE PAVEMENT DETAIL

NOT TO SCALE



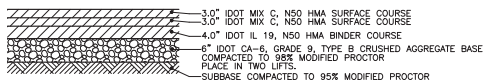
8" HEAVY DUTY CONCRETE PAVEMENT DETAIL

SCALE: 1"=1'



4" ASPHALT PAVEMENT DETAIL (PARKING LOT)

NOT TO SCALE



10" ASPHALT PAVEMENT DETAIL (S.R. 176 R.O.W.)

NOT TO SCALE



RUBBER PARKING BUMPER BLOCKS SHALL BE CLEARLINE TRAFFIC – CURBIE PRODUCT AS SHOWN HERE, OR ENGINEER-APPROVED EQUAL.

BLOCKS SHALL BE 6' LONG, 6"-8" WIDE, AND 4"-5" HIGH. BLOCKS SHALL BE BLACK WITH YELLOW STRIPING.

PRODUCT SHALL BE AFFIXED TO THE ASPHALT PAVEMENT WITH REBAR SPIKES, IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS (4 SPIKES MINIMUM).

Curbie Installation Instructions using Rebar Spikes

(recommended for installation into asphalt surfaces):

Step 1:	Drill ½" diameter holes (3-4" in depth) in the asphalt in the desired location through the Curbie's holes on the top of the product.
Step 2:	Drive ½" rebar spike (14" long) through the holes in the Curbie. 

RUBBER PARKING BUMPER BLOCK

NOT TO SCALE

M:\Civil\21xx-Proj\21216\Site Plan\21216ST1.dwg, 6/12/2023 3:07 PM, Jeremy A. Wetherl, C5.0 SITE DETAILS, MC4LC PDF.pc3
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CLIENT
CLOVER COMMUNITIES CRYSTAL LAKE LLC
348 HARRIS HILL ROAD
WILLIAMSVILLE, NY 14221
ATTN: ROB JACK
724-822-9165

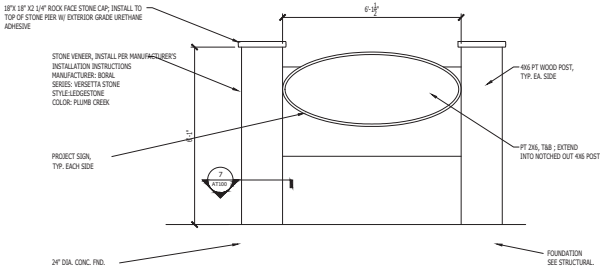
CLOVER COMMUNITIES CRYSTAL LAKE LLC
731 E. TERRA COTTA AVE., CRYSTAL LAKE, IL 60014
SITE DETAILS
CONSTRUCTION DOCUMENT REVIEW

C5.0

JOB No. 21216
ISSUED: ISSUED FOR CONSTRUCTION

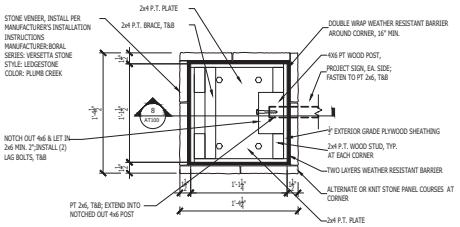
REV.	DATE
	06/12/23

DATE: 6/12/2023
SHEET 30 OF 56
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CHKD: JRB
21216ST1.DWG



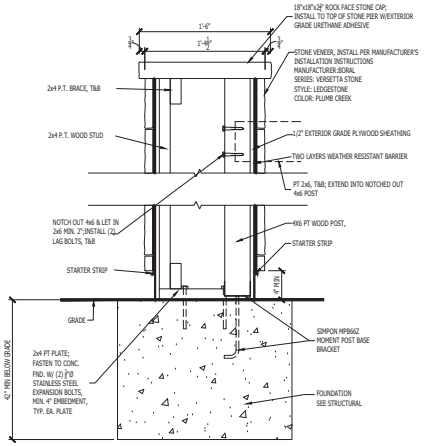
6 MONUMENT SIGN ELEVATION

1/2"=1'-0"



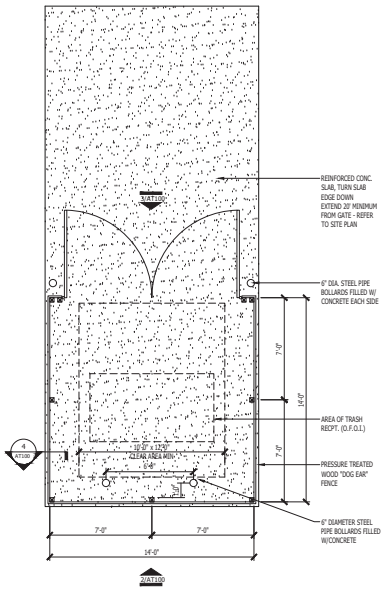
7 MONUMENT SIGN SECTION

1 1/2"=1'-0"



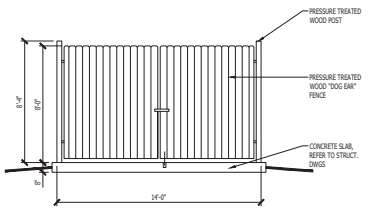
8 MONUMENT SIGN SECTION

1 1/2"=1'-0"



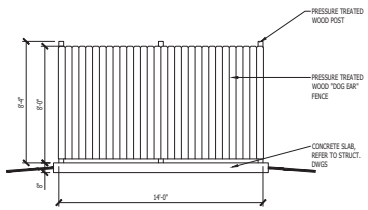
1 TRASH ENCLOSURE PLAN

1/4"=1'-0"



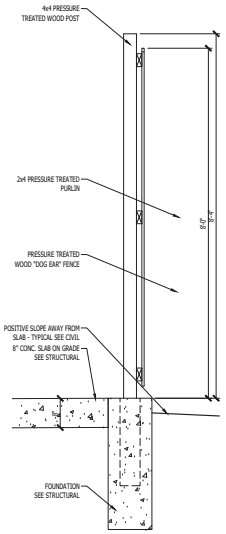
3 FRONT ELEVATION

1/4"=1'-0"



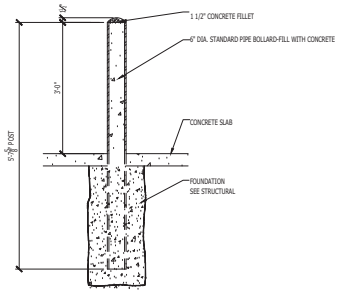
2 SIDE ELEVATION

1/4"=1'-0"



4 TRASH ENCLOSURE SECTION

3/4"=1'-0"



5 BOLLARD POST

3/4"=1'-0"

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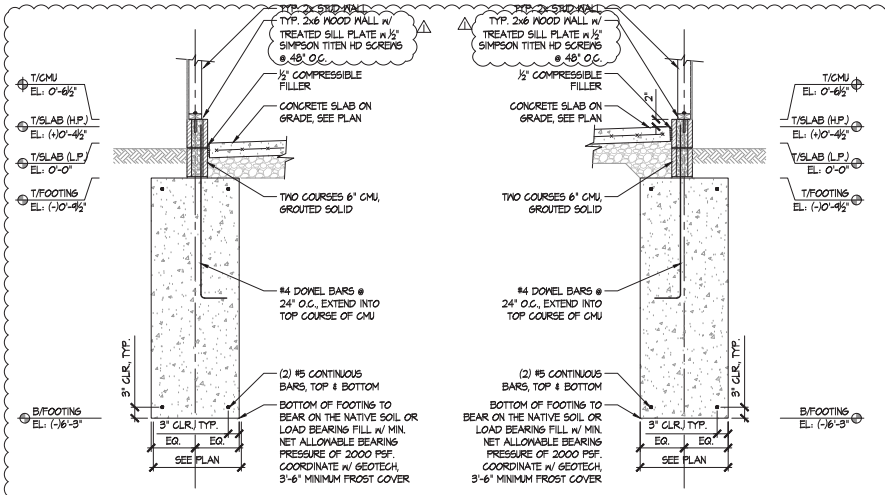
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1	2/20/2023	GMG	CRYSTAL LAKE REVIEW
2	3/13/2023	GMG	CRYSTAL LAKE REVIEW 2
3	04/20/2023	GMG	CRYSTAL LAKE REVIEW 3
4	01/15/2024	GMG	CONSTRUCTION SET + CITY APPROVED B.E. CHANGES

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DATE 08/12/2022 | DRAWN BY rrp
PROJECT NO. 21031 | CHECKED BY KAS

TRASH ENCLOSURE PLAN, ELEVATIONS AND SECTIONS

SHEET NO.
AT100



1 S6-102 TYP. FOUNDATION @ EXTERIOR WALL

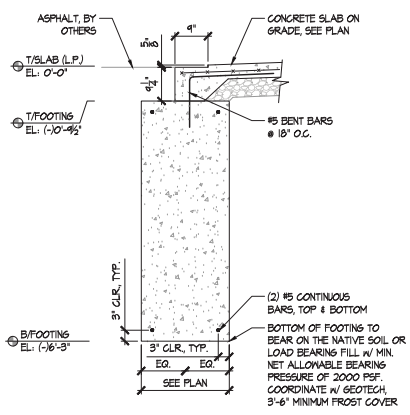
SCALE: 3/4" = 1'-0"

NOTES:
1. SEE S/S6-102 FOR ADDITIONAL REINFORCEMENT AT SHEAR WALLS AND SHEAR WALL END POST HOLD DOWNS
2. WATERPROOFING NOT SHOWN FOR CLARITY, SEE ARCHITECTURAL DRAWINGS

2 S6-102 TYP. FOUNDATION @ EXTERIOR WALL

SCALE: 3/4" = 1'-0"

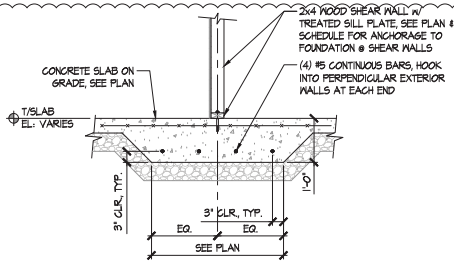
NOTES:
1. SEE S/S6-102 FOR ADDITIONAL REINFORCEMENT AT SHEAR WALLS AND SHEAR WALL END POST HOLD DOWNS
2. WATERPROOFING NOT SHOWN FOR CLARITY, SEE ARCHITECTURAL DRAWINGS



3 S6-102 TYP. FOUNDATION @ EXTERIOR WALL

SCALE: 3/4" = 1'-0"

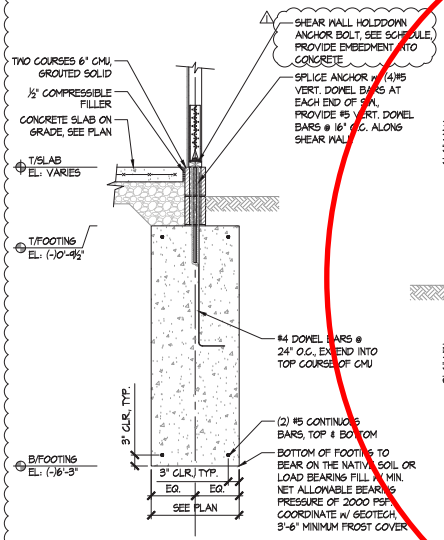
NOTES:
1. SEE S/S6-102 FOR ADDITIONAL REINFORCEMENT AT SHEAR WALLS AND SHEAR WALL END POST HOLD DOWNS
2. WATERPROOFING NOT SHOWN FOR CLARITY, SEE ARCHITECTURAL DRAWINGS



4 S6-102 TYP. FOUNDATION @ SHEAR WALL

SCALE: 3/4" = 1'-0"

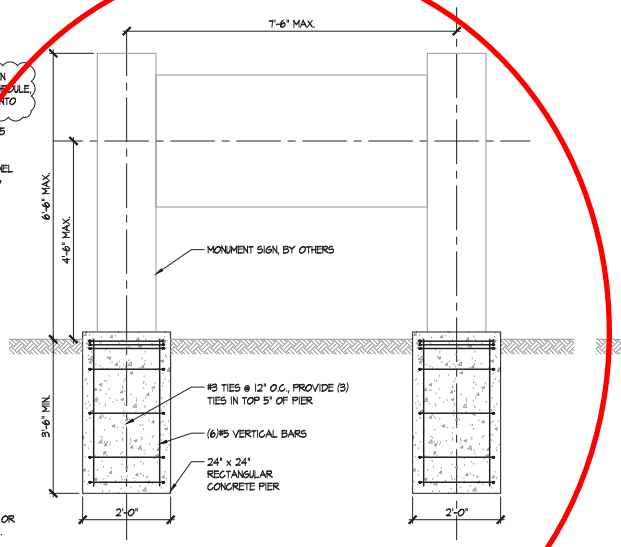
NOTES:
1. SEE S/S6-102 FOR ADDITIONAL REINFORCEMENT AT SHEAR WALLS AND SHEAR WALL END POST HOLD DOWNS
2. WATERPROOFING NOT SHOWN FOR CLARITY, SEE ARCHITECTURAL DRAWINGS



5 S6-102 TYP. SHEAR WALL HOLD DOWN

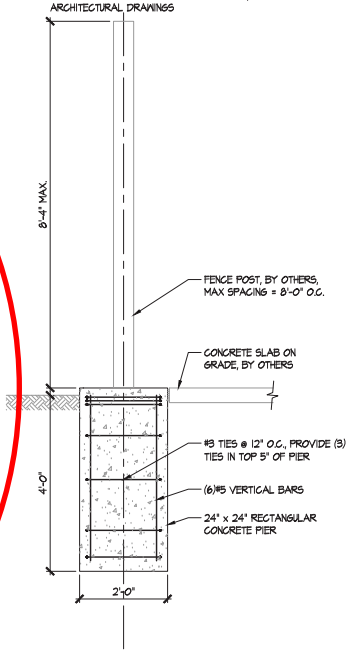
SCALE: 3/4" = 1'-0"

NOTES:
1. SEE 2/S-106 FOR ADDITIONAL REINFORCEMENT AT SHEAR WALLS AND SHEAR WALL END POST HOLD DOWNS
2. WATERPROOFING NOT SHOWN FOR CLARITY, SEE ARCHITECTURAL DRAWINGS



6 S6-102 MONUMENT FOUNDATION

SCALE: 3/4" = 1'-0"



7 S6-102 TRASH ENCLOSURE FOUNDATION

SCALE: 3/4" = 1'-0"

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THE STRUCTURAL SHOP Ltd.
CONSULTANT
TSS PROJECT #22024

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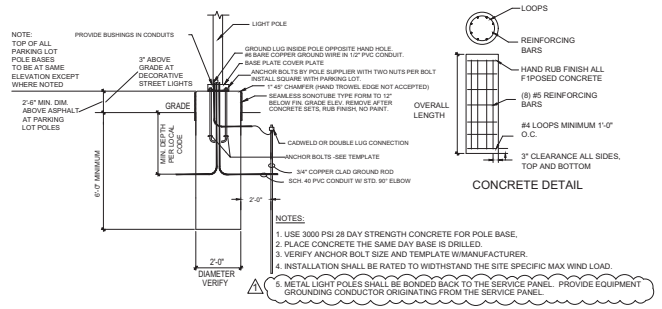
NO.	DATE	BY	DESCRIPTION
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1	08/08/23	TM	CRYSTAL LAKE REVIEW
2	08/01/23	TM	CRYSTAL LAKE REVIEW 2
3	01/15/24	TM	CONSTRUCTION SET

DATE 08/12/2022
DRAWN BY
PROJECT NO. 21031
CHECKED BY

GARAGE & MISC. DETAILS

SHEET NO. SG-102

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A LIGHT POLE BASE DETAIL
SCALE: NO SCALE

CONCRETE DETAIL

EXTERIOR LIGHTING LEGEND

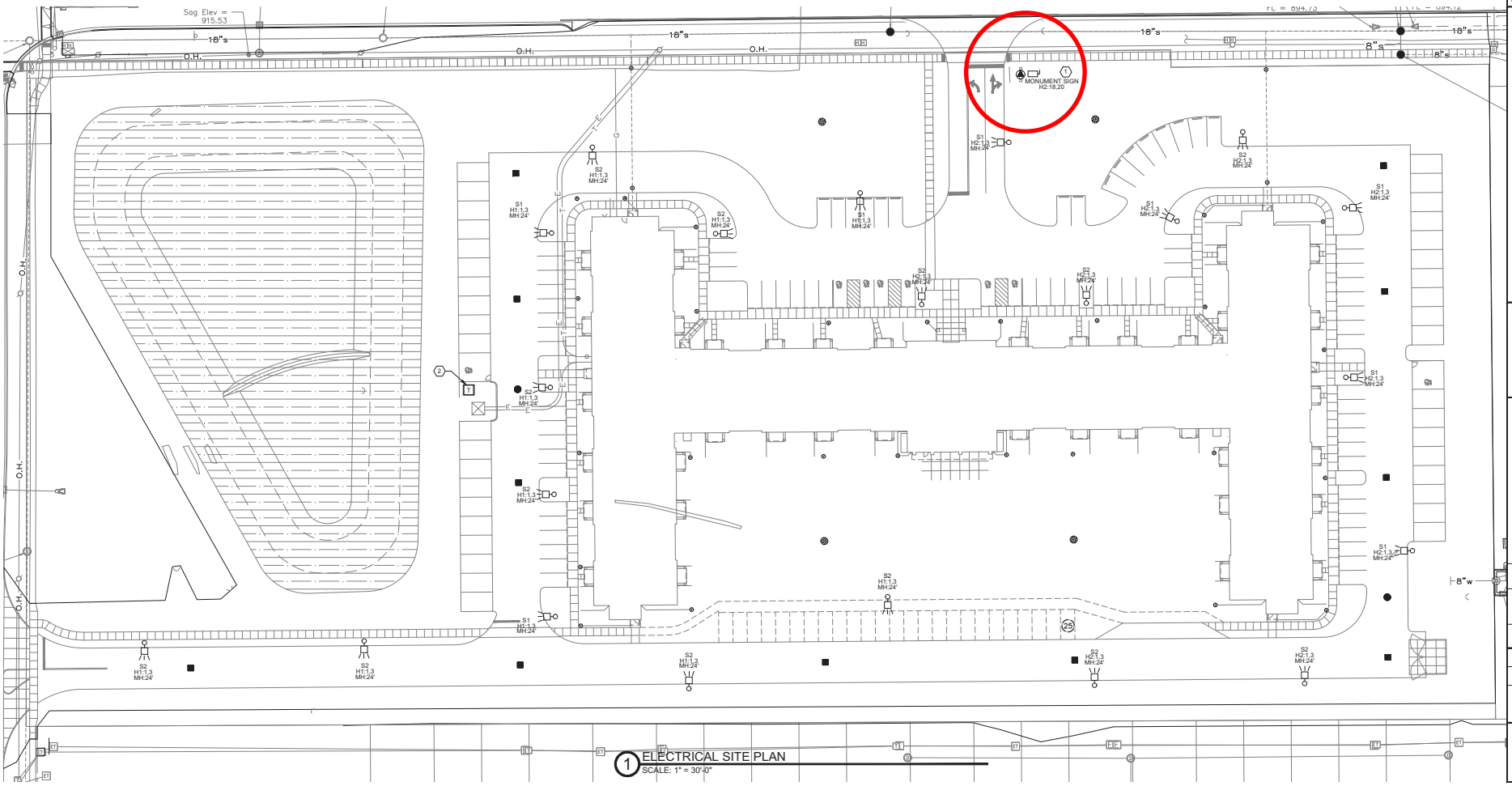
MOUNTING HEIGHT (ABOVE GRADE) — MH:X'
LIGHT FIXTURE DESIGNATION — X
PANEL AND CIRCUIT DESIGNATION — HX:X,X

GENERAL NOTES:

1. REFERENCE SHEET E001 FOR LEGENDS, ABBREVIATIONS, SPECIFICATIONS AND NOTES.
2. REFERENCE E000 SERIES SHEETS FOR SCHEDULES AND DETAILS
3. REFERENCE E700 SERIES FOR ENLARGED APARTMENT ELECTRICAL PLANS.
4. ALL EXTERIOR LIGHT FIXTURES SHALL BE CONTROLLED BY TIME CLOCK/PHOTOCELL UNLESS OTHERWISE NOTED.
5. PROVIDE BRANCH CIRCUITRY FOR ELECTRICAL ITEMS SHOWN ON THIS SHEET. DO NOT EXCEED NEC ALLOWANCE FOR LOADING OF BRANCH CIRCUITRY.
6. COORDINATE WITH UTILITY COMPANY AS REQUIRED FOR EXACT TRANSFORMER LOCATIONS AND REQUIREMENTS. EC SHALL BE RESPONSIBLE TO PROVIDE AND INSTALL 4" PVC CONDUIT SLEEVES AT LOCATIONS WHERE UTILITY CABLING ROUTING ROUTES BELOW HARD SURFACES/PAVEMENT.

KEY NOTES: (#)

1. PROVIDE BRANCH CIRCUITRY AND LOW VOLTAGE CONNECTION TO MONUMENT SIGN PER MANUFACTURER'S REQUIREMENTS. BRANCH CIRCUITRY SHALL BE PHOTOCELL CONTROLLED WITH TIME CLOCK OVERRIDE.
2. PROPOSED LOCATION OF UTILITY TRANSFORMER.



1 ELECTRICAL SITE PLAN
SCALE: 1" = 30'-0"

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STATE OF ILLINOIS — DAVID R. MCGOODERUM — 26854 — REGISTERED PROFESSIONAL ENGINEER
CERTIFIED BY

NO.	DATE	BY	DESCRIPTION
	8/12/22	JP	PERMIT SET
1	2/9/23	JP	CRYSTAL LAKE REVIEW
2	3/13/23	DJ	CRYSTAL LAKE REVIEW #2
3	1/15/24	JP	CONSTRUCTION SET

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DATE 01/15/2024 — DRAWN BY JP
PROJECT NO. 220625 — CHECKED BY JP

ELECTRICAL SITE PLAN

SHEET NO.
E050

Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: October 21, 2025

Item: REPORT OF THE HISTORIC PRESERVATION COMMISSION

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

Diana Kenney and James Heisler, applicants

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

City Council Discretion:

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

OR

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

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

Update:

- July 15, 2025 City Council Meeting:
    - The Council heard presentations from the petitioner, the property owner, and members of the public.
    - The Council requested that a community group be formed to create a plan for the structure and fundraise. The request was continued to the October 21, 2025 City Council meeting.
- A community group has been meeting monthly to create a restoration guide for the preservation and reuse of the building. The guide is part of the packet.

- At the October 7, 2025 community group meeting, members of St. Mary's Church were invited to attend.
- Following the October 7, 2025 meeting, City staff asked for St. Mary's Church perspective. Church representatives indicated they do not want to be responsible for the structure and wish for a determination from the City Council on the Landmark request. The Church's letter is included in the packet.
- The Historical Society, acting as the fiduciary, has raised almost $3,000 in cash and has pledges for $21,000 to cover costs for repair.

Request:

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

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

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

Background:

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

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

- Timeline:
  - Demolition Permit for building submitted: August 12, 2024
  - Application for Landmark status submitted: September 15, 2024
  - HPC review and recommendation: November 7, 2024
  - Continuation to explore preservation options: December 3, 2024 to April 1, 2025
  - Continuation to explore preservation and fundraising options for moving the structure: April 1, 2025 to May 6, 2025 to June 3, 2025 to July 15, 2025
  - Continuation to October 21, 2025 to allow a community group to be formed to create a plan and fundraise for the structure.

What does Landmarking do?:

- Highlights the City and the structures that are a prominent piece of its identity as Art and Architecture. Protects the structure and history for future generations. Encouraging tourism.
- Protects the exterior façade of the building and does not limit interior renovations, modifications, or reuse of the inside of the space. Protects the iron fence.
- Can remove the burden of building costs and maintenance from the property owner and allow the community to help with repairs, maintenance, and restoration for reuse. Can apply for grants and other funding sources to help with preservation costs.

Historic Preservation Commission Analysis:

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

Once a property is historically landmarked, any significant changes to the exterior of the structure must be reviewed and approved by the HPC through a Certificate of Appropriateness. The HPC

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

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

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

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

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

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

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

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

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

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

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

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

B. Architectural Significance.

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

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

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

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

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

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

C. Historical Significance.

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

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

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

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

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

Attachments:

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

Votes Required to Pass: A simple majority vote.

4909-8340-2324, v. 2

PIQ Map
210 McHenry Avenue
Landmark



Ord. No.
File No. 237

The City of Crystal Lake Illinois

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

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

WHEREAS, pursuant to the terms of a Petition (File #PLN-2024-177) before the Crystal Lake Historic Preservation Commission, the Petitioners have requested a Historic Landmark Designation for the Crystal Lake Academy Building (Tarpley House) and iron fence along the east property side at 210 McHenry Avenue (St. Mary's Episcopal Church property); and

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

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

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

Section I: That the Mayor and City Council of the City of Crystal Lake approve the Historic Landmark Designation of the Crystal Lake Academy Building (also known as the Tarpley House and the Gates House) and iron fence along the eastern side of the property at 210 McHenry Avenue, Crystal Lake, Illinois.

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

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

Draft

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

DATED at Crystal Lake, Illinois, this 21st day of October, 2025.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
CITY CLERK

Passed: October 21, 2025
Approved: October 21, 2025

Draft

OCTOBER 21, 2025

Crystal Lake Academy Building / Tarpley House

Restoration Guidebook

PREPARED BY
THE CRYSTAL LAKE ACADEMY TASK FORCE

Table of Contents

Brief History
Executive Summary
Adaptive Reuse
Restoration Plan
Proposed Funding Plan
Conclusion

Brief History

The Crystal Lake Academy / Tarpley House building is a rare, intact mid-19th-century landmark that marries Greek Revival and Federalist design with the distinctive craftsmanship of cobblestone builder Andrew Jackson Simons, who brought New York's cobblestone tradition to McHenry County.

Erected ca. 1853 with a signature cobblestone foundation and locally fired red brick (matching Simons' 1858 Colonel Palmer House), the front-gabled form, dressed-limestone sills and lintels, broken-pediment gable returns, tall six-over-six windows, and sidelighted entry embody the region's earliest architectural vocabulary.

As Crystal Lake's first purpose-built academy for education beyond the 8th grade, the building opened its doors to a broad, non-sectarian student body and quickly became a community point of pride. Though the rise of free public schools forced the academy's foreclosure in 1858, the structure remained a civic anchor—its 1883 wrought-iron fence still defining the McHenry Avenue edge.

Successive owners tie the house to Crystal Lake's formative institutions and leaders. In 1860, civic leader Simon S. Gates made it his family home; his son, William Day Gates, later founded the American Terra Cotta & Ceramic Co., whose work graces landmarks from Chicago's Wrigley Building to the Yerkes Observatory—placing Crystal Lake on the national architectural map.

Through the early 20th century, the property hosted community life. In 1947, St. Mary's Episcopal Church purchased the property, renaming it the Mission House (later Tarpley House) and investing repeatedly in restoration and public use, from education wings to careful brick cleaning and tuckpointing. For more than 170 years, this building has continuously served Crystal Lake's educational, civic, and spiritual life; preserving it safeguards a rare architectural type and a living record of the people and institutions that built the city.

Executive Summary

The Crystal Lake Academy Task Force was formed after the City Council meeting on July 15th at the suggestion of the City Council to develop a concrete plan for restoring and preserving the Academy / Tarpley House building, should it not be demolished. Our task force explored the possibility of moving the historic building to an off-site location but decided that it was not feasible for a variety of reasons, including:

- Extra expense of $250K to $500K to obtain a site and move the structure.
- The building loses its architecturally significant cobblestone foundation.
- The building loses the historic significance of its original location.
- The building would most likely be separated with the buff brick portion of the building being left behind for demolition.

Therefore, the Task Force recommends the building be restored in place. This guidebook outlines the various needs of the building, as recommended by restoration professionals, and the various possibilities for adaptive reuse.

The Crystal Lake Academy, also known as the Tarpley House, is more than a historic building — it is a living landmark. The building embodies our community's early educational and civic spirit. Today, we have the opportunity to restore it with the same care that has preserved thousands of celebrated buildings throughout Illinois: safeguarding historic craftsmanship while re-imagining the building as a vibrant space that serves the local community.

Time is not on our side. Deferred maintenance, outdated systems, and environmental wear threaten the structure and its irreplaceable architectural details. Without immediate action, we risk losing a vital piece of our community's heritage.

Adaptive Reuse

Adaptive reuse provides building owners with the opportunity to explore new use options for existing buildings while retaining as much of the building's historic or architectural character as possible.

Instead of demolishing a structure, adaptive reuse gives it new life by implementing design interventions that allow for contemporary use without necessitating full-scale demolition or new construction. Adaptive reuse is considered a sustainable approach to the built environment, as it reduces material consumption, minimizes embodied carbon, and maintains the cultural significance of existing structures.

Adaptive reuse of the Crystal Lake Academy / Tarpley House building provides a unique opportunity to preserve one of Crystal Lake's oldest structures. There are numerous options for the reuse and various programming of the building that align with Trinity Episcopal Parish's commitment to the local community.

Below are several creative options for new uses of the building for the Trinity Episcopal Parish and City Council to consider.

> **Crystal Lake Cultural Center** - A hub for celebrating the numerous cultures of Crystal Lake that serves as a community living room, a place where arts, history, and everyday social life overlap.
>
> **Crystal Lake Public Library** - As we understand it, the Crystal Lake Public Library (CLPL) has sought out opportunities to expand or relocate. With such close proximity to the CLPL, the Crystal Lake Academy building could be used as an annex to the library, perhaps specifically used for youth programming or as a space to house specialized collections.

Center for People With Disabilities - The facility could operate as a resource for adults with developmental disabilities who are seeking job opportunities, and could operate similarly to Avenues to Independence (www.avenuestoindependence.org) located in Park Ridge.

Cafe and Third Space - A third space is a non-work or home-based space that people use to work, study, and socialize. One example of an old house that has been reused as a third space is My Half of the Sky in Wheaton, IL (https://myhalfofthesky.org/). My Half of the Sky employs women who are overcoming hardships as a result of trafficking, addiction, or living life as a refugee. My Half recently opened a second location that offers spaces that can be rented for meetings, parties, showers, and more.

Restoration Plan

Based on the recommendations made after Wiss Janney Elstner Associates Inc (WJE), an engineering consultant company, and architectural firm, Studio GWA's review of the building, the Taskforce suggests that a multi-year restoration project be undertaken, which will ease the burden of up-front costs to repair the building exterior and the existing interior finishes.

Our suggested near-term repairs include the following items, which would improve the building's water tight condition:

- Limited masonry and roofing repairs
- Resecuring and temporarily glazing two windows
- Resecuring wood soffit and fascia

Other costs associated with the project include permits, lift rentals, and debris removal.

The architectural design for the space will be dependent on the reuse plan that is selected. The Taskforce has determined that repairs suggested in Appendix A should be

prioritized to mitigate bulk water infiltration and animal entry until more comprehensive repairs and restoration efforts can be made.

We recommend that a budget of approximately $28,000 be established to perform the limited repairs to the exterior until a decision has been made for the future use of the building. The suggested repairs and associated costs included in Appendix A are a rough order of magnitude opinion, and proposals from qualified contractors should be used to determine the actual cost of repairs. Repairs should be designated by a qualified professional.

Opinion of Probable Cost						
Item Number	**Repair Description**	**Unit**	**Unit Price**	**Quantity**	**Total**	**Pricing Assumptions / Additional Information**
	General Conditions					
1	Lift rental, 1 week	Allowance	$1,715	1	$1,715	
2	General Conditions (deliveries, protection, mobilize/demobilize)	Allowance	$1,518	1	$1,518	
3	Permits	Percentage	-	1	$900.00	Permit cost is TBD
		General Conditions Subtotal			**$4,133**	
	Masonry					
4	Repoint areas of deteriorated mortar joints. Seal miscellaneous joints as needed.	SF	$40	200	$8,000	Include eroded mortar joints near west chimney, and at cobblestone foundation. Quantity allows for additional repointing beyond those two areas
5	Infill small voids in the foundation wall	Allowance	$1,435	1	$1,435	Two known locations, each less than 1 SF. Allowance provides additional budget to perform repointing work at necessary areas.
		Masonry Subtotal			**$9,435**	
	Windows					
6	Install temporary glazing 1 window and resecure 1 window	Allowance	$2,000	1	$2,000	North window in attic and south window in second floor bathroom (inner sash, not storm window)
		Windows and Doors Subtotal			**$2,000**	
	Interior					
7	Cover holes subfloor	Allowance	$100	1	$100	Removes tripping hazard from the holes in the subfloor.
		Interior Subtotal			**$100**	
	Roofing					
8	Resecure loose areas of wood fascia and seal miscellaneous joints as needed to maintain a watertight condition until comprehensive repairs are made	Allowance	$1,476	1	$1,476	
9	Near term roof repair allowance	Allowance	$5,500	1	$5,500	
		Roofing Subtotal			**$6,976**	
		Envelope Total			**$22,644**	
	Estimated Soft Costs					
10	Contingency and fees (28%)	Percentage	-	1	$6,340	
		Total			**$28,984**	

Proposed Funding Plan

The Taskforce is willing, with help and support from the City Council, to raise the funds to perform near-term repairs by seeking philanthropic support from local businesses, families, grant funding, various fundraising campaigns, and help from the Community Foundation.

For future phases of this project, we suggest that the church seek a partnership with an interested group. This potential partner would utilize the building and work with Trinity Episcopal Parish to determine a new or adapted use for the building, and begin planning for work by applying for grant funding and philanthropic support.

Lead gift + capital campaign ladder — secure one or two lead gifts before broad public ask. Large gifts reduce risk and signal credibility to foundations.

Grant pipeline — apply to local funders (e.g., community foundations) and state preservation grants; package an economic/cultural impact brief for funders.

Historic tax credits — if the project includes eligible rehabilitation work and the owner is structured appropriately, pursue federal/state historic tax credits and include their expected value in sources (but treat cash flow carefully — credits often arrive after work or via an investor purchase).

Tap state or national organizations for support — Landmarks Illinois or the National Trust can sometimes provide grant/technical assistance, help with tax-credit packaging, or lend credibility.

Conclusion

Restoration and reuse of the Crystal Lake Academy / Tarpley House presents a unique opportunity for Trinity Episcopal Parish to partner with the local community to create a space for people to gather and celebrate Crystal Lake's history by using a building that has withstood the test of time. The options for how the building can serve the community are nearly limitless, and successful completion of a reuse project will rely on a strong partnership and support between the City, Trinity Episcopal Parish, and the local community.

Demolition

In the event that City Council denies the landmark request for the building and the church pursues demolition, the taskforce respectfully requests an opportunity to explore the following:

Prior to demolition:

- Matterport photography of interior and exterior. Matterport utilizes 3D photography to create a digital twin of a space, allowing for users to capture and share every aspect of a building. The Matterport can be used for virtual tours of the interior and exterior of the building even after it no longer exists.
- Engage with architecture students or an architecture professional to complete Historic American Building Survey (HABS) drawings, which are 2D line drawings of the building exterior and interior of the building in accordance with the National Parks Service Documentation Guidelines.
- Salvage of architectural materials, such as brick, cobblestone, limestone, windows, and fixtures.

After demolition:

- Post a free-standing marker with mutually agreed upon verbage, to include something like, “Site of former Crystal Lake Academy and Boyhood Home of William Day Gates” (example below).



TRINITY EPISCOPAL PARISH

210 McHenry Ave., Crystal Lake, IL 60014
815-459-1009 * www.trinitymchenry.org

Dear Members of the Crystal Lake City Council,

I write today on behalf of the Vestry (Board) of Trinity Episcopal Parish (St. Mary's Church) before the vote on our request for a demolition permit for Tarpley House, and the corresponding Landmarking request. Trinity Episcopal Parish requests that at the October 21st meeting, City Council ***deny*** the landmarking request and ***approve*** our permit for demolition of the building on our private property.

As previously noted, the Leadership of the Church went through long discernment before deciding to look at demolishing Tarpley House. We considered:

- Significant repair/maintenance/restoration costs of nearly $1 million
- Costs in staffing/running programs out of Tarpley House.
- The possibility of adaptive re-use, going so far as to speak with several local organizations and Partners for Sacred Places. (*We found adaptive re-use not to be very feasible, due to the limitations of Tarpley House*)
- The possible sale of the building (*the location of the building at the very center of a five-acre lot, surrounded by our currently used buildings and cemetery, made this option unrealistic*)
- Our primary mission, a mission of worship, service, and reconciliation. (*We are clear that our other facilities - our church, rectory, and education wing - are more than adequate to our mission.* ***We are not opposed to historic preservation, but we decline to allow preservation of a building, however beloved by our own members, to overwhelm our primary mission***.)

From our perspective, since the time of our last appearance before the City Council on July 15th, little has changed. In granting an extension on the vote, the Council passed the following Motion:

"Councilwoman Smith asked if the ***group would form a committee and develop a very specific plan, including where and how the building would be moved, and fundraising outline.*** Councilman Philpot seconded the motion. On roll call, all present voted yes. Motion passed." (highlighting added)

As we understand it, based on the meeting I attended on October 7th, the "Committee's" current path/proposal is to:

- Look at making the building watertight in the short term
- Have Trinity be responsible for seeking a partner(s) for adaptive re-use and jointly fundraise for the building's restoration. (*This proposal did not take into account Trinity's own assessment of the building, nor does it take into account Trinity's attempts to secure a partner for adaptive re-use*)

This proposal doesn't seem to take into account the Church's repeated assertion that both the expense of restoration *and* the continued maintenance and administration of the building are of concern to Trinity, and this plan places the burden squarely on Trinity.

In our view, the Committee has **not** provided a realistic plan as directed by the Council, nor demonstrated the substantive public support as needed in order to raise the significant funds needed for the relocation or restoration of Tarpley House.

We believe we have given more than reasonable time for a plan and funding to come together. As it has not come together, we believe it is time that the Council act on our request for a demolition permit for the structure. Tarpley House served the Crystal Lake community for many years; however, it is no longer viable to continue use of the building, and it is time that we be allowed to move forward in our pursuit of our primary mission.

If there is anything further you wish to discuss, please feel free to give me a call at (312) 459-1400.

Respectfully,

Scott

The Rev. Scott Zaucha
Rector, Trinity Episcopal Parish

Agenda Item No: 5

Historic Preservation Commission
Agenda Supplement

Meeting Date: November 7, 2024

Request: **Historic Landmark Designation**

Location: Crystal Lake Academy Building
210 McHenry Avenue

Petitioners: Diana Kenney and Jim Heisler

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

Background:

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

Landmark Criteria:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Historical Significance.

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

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

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

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

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

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

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

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

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

3) Public Comment
There was no general public comment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

N. Haskins had no comments.

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

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

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

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

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

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

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

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

B. Niequist asked for a motion.

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

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

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

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

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

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

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

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

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

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

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

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

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

PROJECT NUMBER:
CITY OF CRYSTAL LAKE LANDMARK DESIGNATION APPLICATION

PROJECT TITLE: Crystal Lake Academy

PERSON(S) OR GROUP PROPOSING DESIGNATION:

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

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

INDICATE OWNER(S) CONSENT TO PROPOSED DESIGNATION:
Unknown

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

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

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

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

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

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

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

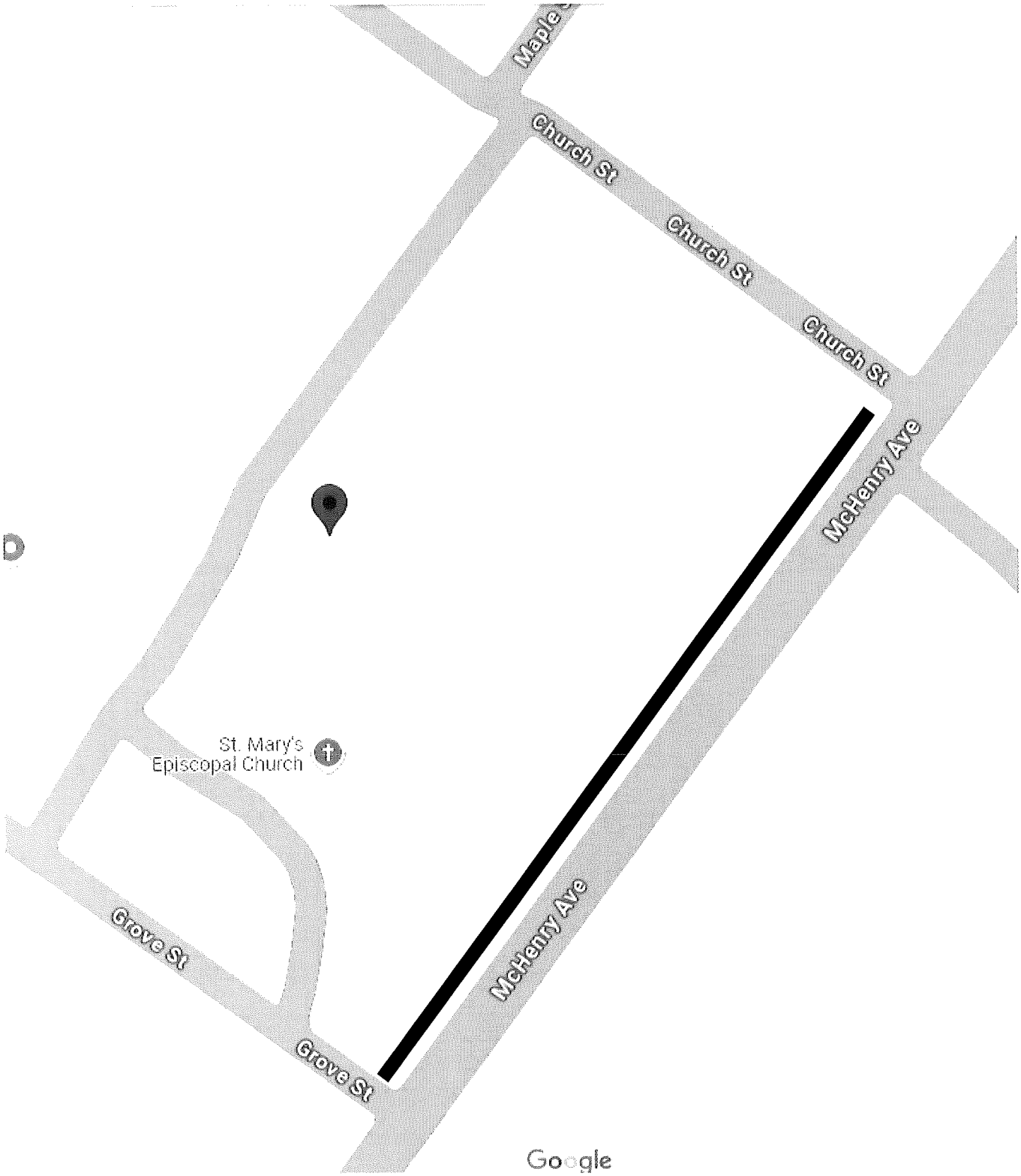
- The property is located in the heart of our community. The Academy Building and later structures such as the Sanctuary, Education Wing and Rectory are located on approximately five acres of beautifully wooded land.

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

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

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

Historic (1883) iron fence (black line)



PROPOSED LEGAL NOTICE

BEFORE THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF CRYSTAL LAKE

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

City Assigned File #

LEGAL NOTICE

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

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

Historically known as **Crystal Lake Academy Building**

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

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

Brittany Niequist, Chair
Historic Preservation Commission
City of Crystal Lake

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

Attachment A

Crystal Lake Academy Building History

The Crystal Lake Academy

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



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

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

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

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

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



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

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

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

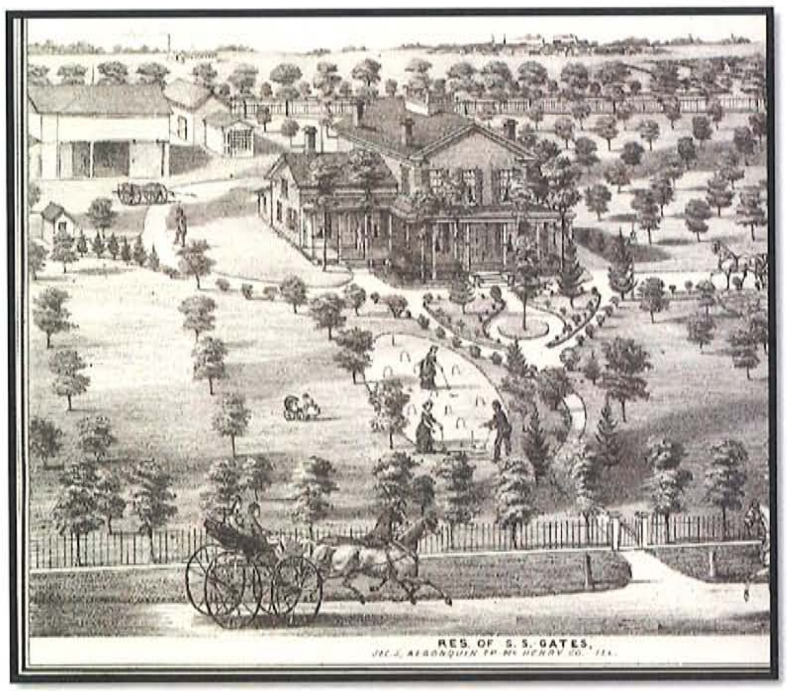
Simons is credited with building four cobblestone houses in and around Crystal Lake. Two of these houses have been demolished (Pierson House and Pingry House). The two cobblestone houses still standing are landmarked under protective ordinances. They are the Columbus and Hannah Beardsley Wallace House,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

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

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

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

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



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

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

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

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

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

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

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



CRYSTAL LAKE SEMINARY.

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

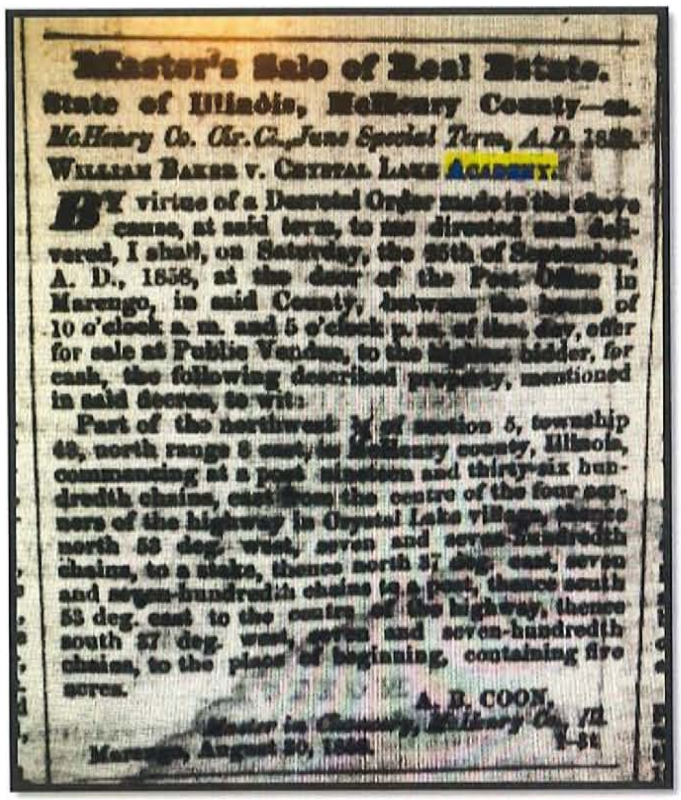
The location of the Institution is healthy, beautiful and pleasant. A liberal patronage solicited and satisfaction guaranteed. Tuition as usual.

D. S. KNIGHT, Principal.

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

v3n42 3t*

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



Master's Sale of Real Estate.

State of Illinois, McHenry County—ss.

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

WILLIAM BAKER v. CRYSTAL LAKE ACADEMY.

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

Part of the northwest ¼ of section 5, township 43, north range 8 east in McHenry county, Illinois, commencing at a post nineteen and thirty-six hundredth chains, east from the centre of the four quarters of the highway in Crystal Lake village, thence north 55 deg. west, seven and seven-hundredth chains, to a stake, thence north 37 deg. east, seven and seven-hundredth chains to a post, thence south 55 deg. east to the centre of the highway, thence south 37 deg. west, seven and seven-hundredth chains, to the place of beginning, containing five acres.

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

Marengo, August 20, 1858. 1-5t

Simon S. Gates Ownership

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

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

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





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

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

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

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



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

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

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

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



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

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

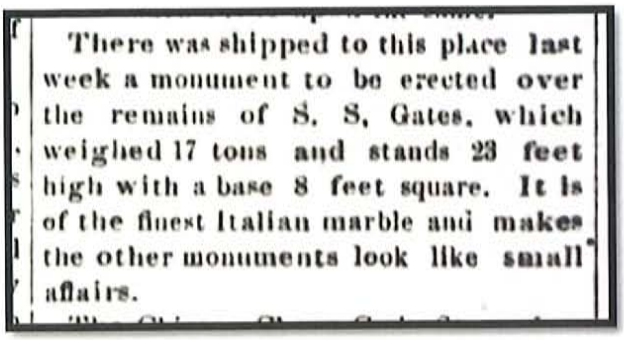
Carloads of architectural terra cotta were produced and shipped out across the nation. Samples of the ornamental works can be found on several buildings in Chicago, including the famous Wrigley Building on Michigan Avenue. The exterior of the Yerkes Observatory in Williams Bay, WI is clad in ATC&C terra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

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

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

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

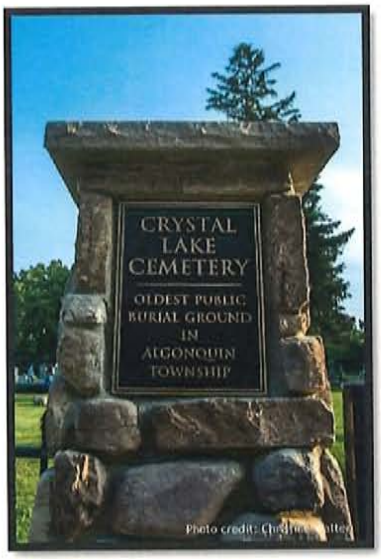
Simon, Sylvia, daughter Abby, sons William and Sumner, as well as many other Gates family members are buried in the Crystal Lake Cemetery on Lake Avenue. An impressive monument marks the Gates family site.

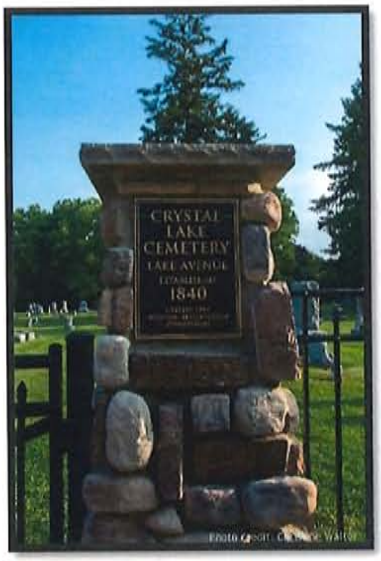


There was shipped to this place last week a monument to be erected over the remains of S. S. Gates, which weighed 17 tons and stands 23 feet high with a base 8 feet square. It is of the finest Italian marble and makes the other monuments look like small affairs.

Left: *McHenry Plaindealer May 29, 1878*

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





Above: *Landmark Plaques at Crystal Lake Cemetery*

Katie Gridley Jones Ownership

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

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

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

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

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

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

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

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

Alonzo B. Lucas Ownership

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

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

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

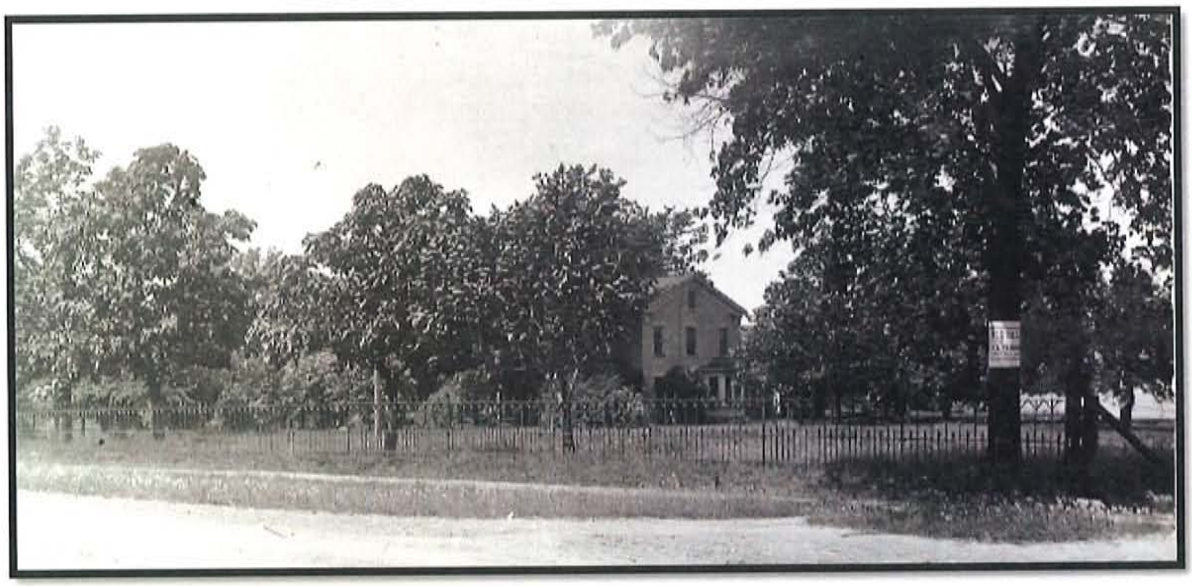
The Lucas family was active in the Nunda Christian Church. Like the former owner, Katie G. Jones, Alonzo B. Lucas was a strong advocate against intoxicating liquors (alcohol).

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

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

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

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





William J. Nye Ownership

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

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

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

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

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

Frederick B. Mathis Ownership

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

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

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



Left: Fred B. Mathis, Mayor of Crystal Lake

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



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

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

Rosalind Mathis Gates Ownership

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

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

St. Mary's Episcopal Church Ownership

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

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

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

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

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

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

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

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

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

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

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

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

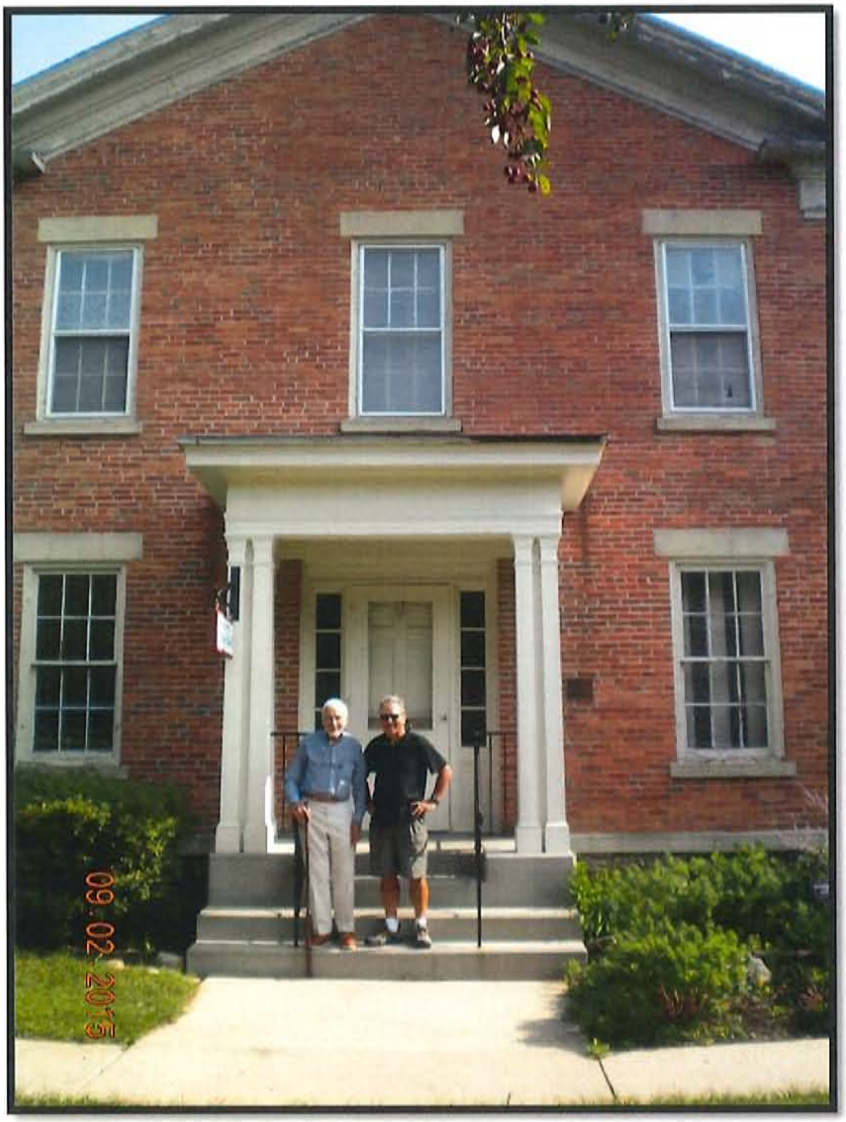
Below: Undated (circa 1980s?) photograph of Tarpley House with closeup view of cobblestone foundation.





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





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

Author's Sources:

Booth, Arlyn

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

Dillon, Harry N. (deceased)

Crystal Lake/Cary-Grove Citizen

Crystal Lake Historical Society

A Field Guide to American Houses by Virginia & Lee McAlester

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

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

Gates, Major F.

Hall, Nancy Gates

The Herald newspapers (both Nunda and Crystal Lake

History Book of McHenry County (1885 & 1968)

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

Library of Congress Maps (1862 & 1872)

The McHenry Plaindealer newspaper

McHenry County Recorder Office

McHenry County Historical Society

Pearson, Kurt

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

Remembering Those Who Served

Sanborn Fire Insurance Maps (1936 & 1955)

State of Illinois General Assembly Archives.

Thennes, Mary

Woodstock Sentinel newspaper

ATTACHMENT B

LAWS

OF

Illinois Delegation in Congress

THE STATE OF ILLINOIS, 1850

PASSED BY

THE FOURTEENTH GENERAL ASSEMBLY,

AT

THEIR REGULAR SESSION,

BEGAN

And held at Springfield December 2nd, 1844.

3 1129 00018 4622

PUBLISHED BY AUTHORITY.

7332306

SPRINGFIELD:

WALTERS & WEBER, PUBLIC PRINTERS.

1845.

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

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

APPROVED, January 21, 1845.

In force, Feb. 25, 1845.

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

Cert'n persons created a body politic.

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

Name & style.

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

First meeting.

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

Location.

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

May hold property.

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

Proviso.

vided, The same shall not exceed fifty thousand dollars.

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

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

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

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

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

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

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

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

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

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

Power and duty of president

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

General powers and duties of trustees defined.

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

Proviso.

When seat of a trustee deem'd vacated.

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

Term of trustees.

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

When the term of board expires.

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

Trustees at all times accountable.

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

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

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

APPROVED, February 25, 1845.

APPENDIX A

Architect's Analysis

Landmarks Illinois

studio gwa

February 14, 2025

Brittany,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

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

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APPENDIX B

Engineering / Structural Analysis

Landmarks Illinois

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

April 30, 2025

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

Tarpley Gates House
Building Condition Assessment
WJE No. 2025.2292

Dear Ms. Parzen:

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

Background

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

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

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

Document Review

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

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

Interviews

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

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

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

Observations

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

Building Structure

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

Interior

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

Roof

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

Building Facades

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

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

1960s Additions

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

Relocation Considerations

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

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

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

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

Conclusions and Recommendations

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

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

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

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

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

As previously noted, the building is structurally stable and in overall good condition for its age. Relocating the building would be very disruptive to the structure and to the property. A relocation effort would likely necessitate that the structures be separated into two or more portions, which would be expected to further increase the risk of damage. Based on our cursory review of the site restrictions, selected tree removal and relocation of powerlines would be anticipated; the parking area to the west of the building and adjacent lawn areas would also likely be disrupted; and extensive landscape and pavement restoration services will be needed after the house and foundation have been removed. A relocation effort would also need to address the exterior facade and egress passages of the adjacent St. Mary's building where it joins the Tarpley Gates House via the breezeway.

The most practical path forward regarding the Tarpley Gates House would be to restore it in place. The extent of disruption to the building and associated stabilization and strengthening efforts that are needed to complete a relocation effort would likely be quite costly, result in greater repair needs for the relocated structure, and result in significant loss of historic fabric in the process.

Closing

The existing building serves as an outstanding opportunity for St. Mary's to promote community outreach and support for retaining part of the Crystal Lake community's heritage. The building is in good condition, which serves as a testament to the builders that constructed it. With proper restoration and minimal exterior enhancements, the charm and character of this important building's value will be even more recognizable.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.

Sarah Van Domelen
Associate Principal and Project Manager

Timothy Crowe
Associate Principal, SE, RA, FAPT

Amanda Marshall
Associate III

Figures



Figure 1. Overall view of the south facade of the original (1852) building



Figure 2. Overall view of the south facade of the addition (1870s) building



Figure 3. Overall view of the north and west facades, note the north 1960s addition at far left



Figure 4. Overall view of the north and east facades, note the two one-story 1960s additions

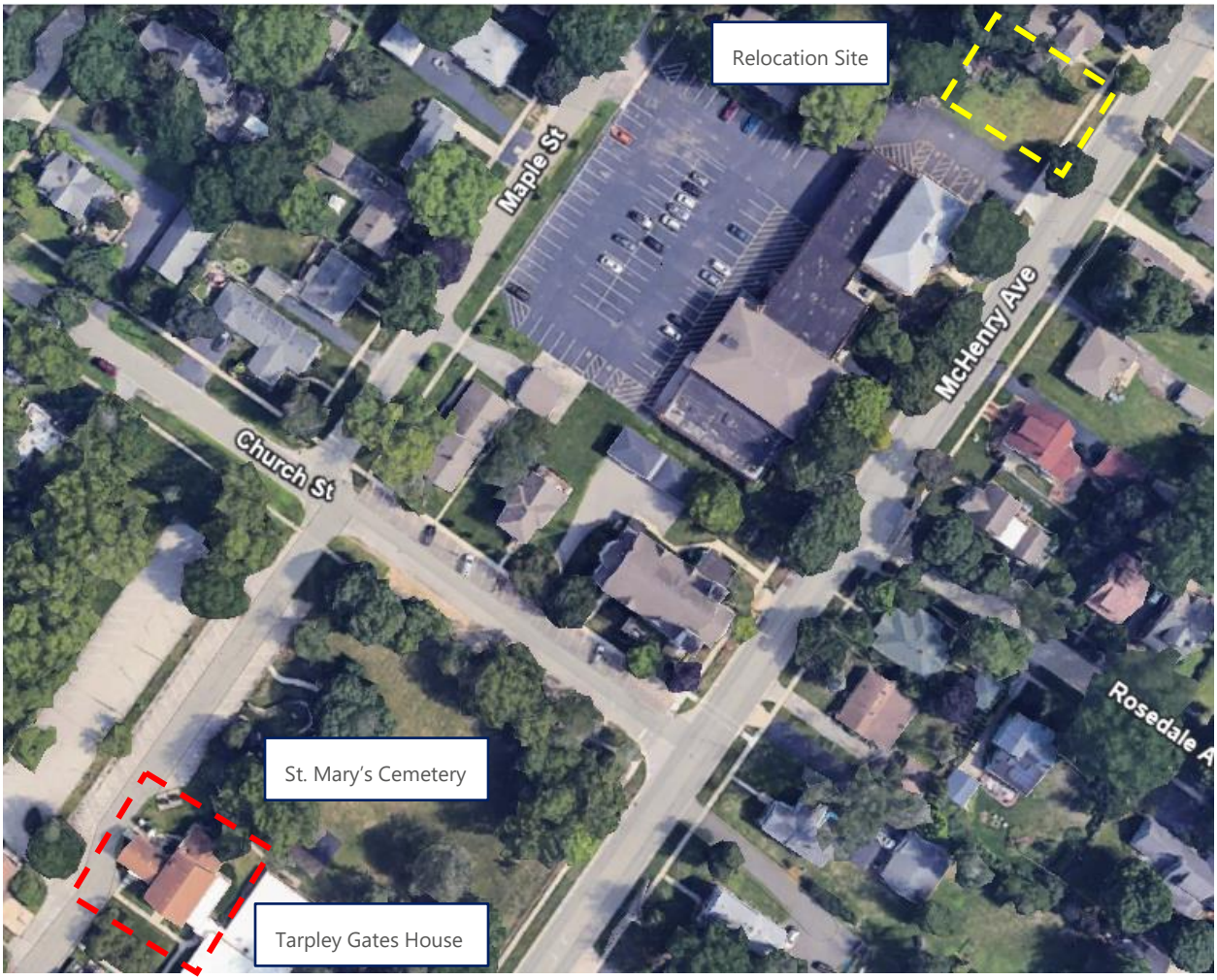


Figure 5. Aerial view (courtesy of Google Earth); north is to the top of the image. The current Tarpley Gates House site is dashed in red at the lower left of the image, and the proposed relocation site is dashed in yellow at the upper right. Note the location of the St. Mary's Cemetery immediately northeast of the current site, as well as the paved parking lot to the northwest



Figure 6. Cobblestone foundation at 1852 building



Figure 7. Cobblestone foundation at 1870s building



Figure 8. Partial view of foundation wall and floor framing in 1852 building basement



Figure 9. Partial view of foundation wall, bulkhead, and floor framing in 1870s building basement



Figure 10. Eroded mortar on interior face of 1852 building cobblestone foundation



Figure 11. Downspouts and grade adjacent to 1852 and 1870s buildings



Figure 12. Void foundation wall at 1870s addition



Figure 13. View of void from the exterior

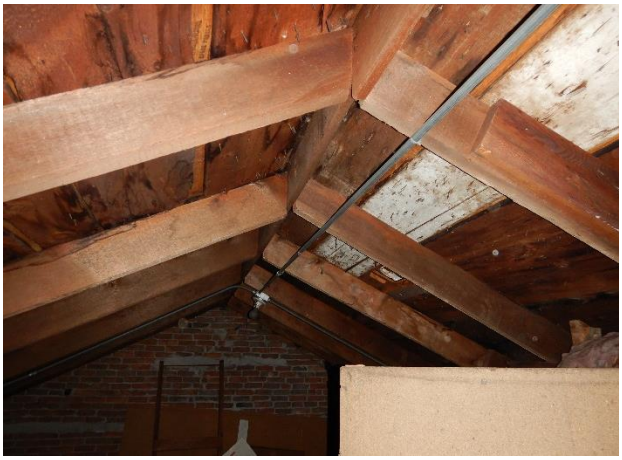


Figure 14. Partial view of 1870s addition roof framing



Figure 15. Steel beam in 1870s addition attic



Figure 16. Typical interior finishes



Figure 17. Typical interior finishes



Figure 18. Deteriorated plaster at older water leak near 1870s addition chimney



Figure 19. Hole in subfloor in 1852 construction



Figure 20. Overall view of shingle roof



Figure 21. Deterioration below 1870s chimney flashing



Figure 22. Typical peeling paint at exterior wood elements



Figure 23. Deteriorated wood at cornice

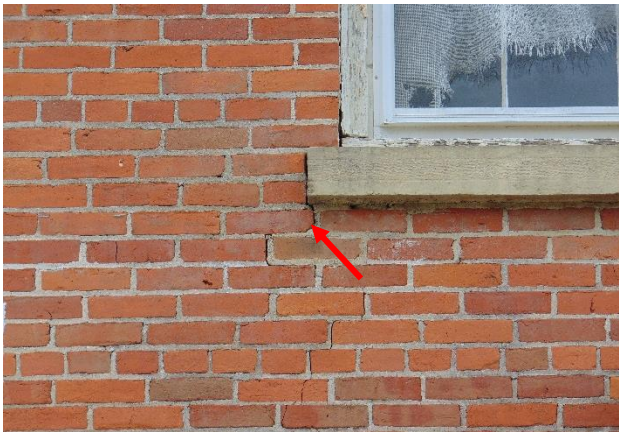


Figure 24. Cracked mortar joints



Figure 25. Typical peeling paint and glazing putty deterioration. Note the cracked lite



Figure 26. Displaced sash in 1870s addition

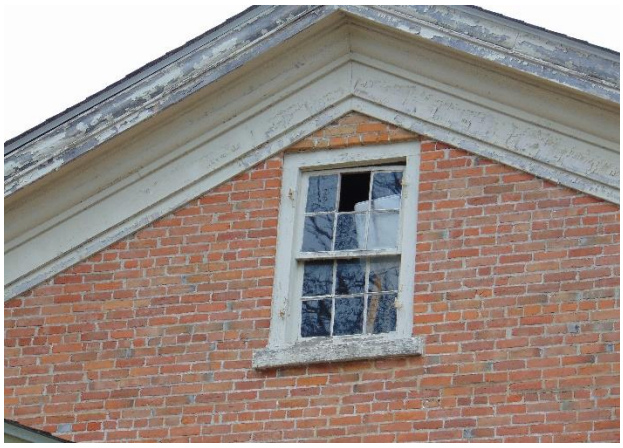


Figure 27. Missing lite and out of square sash at 1870s addition attic window



Figure 28. Basement of the north 1960s addition



Figure 29. East 1960s addition and breezeway

APPENDIX C

Support Letters

LANDMARKS ILLINOIS
People Saving Places for People

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30 N. Michigan Ave.
Suite 2020
Chicago, IL 60602
www.Landmarks.org

July 10, 2025 (VIA EMAIL)

Crystal Lake City Council
100 W. Woodstock Street
Crystal Lake, IL 60014

RE: 210 McHenry Avenue (Crystal Lake Academy Building)

Councilmembers:

On behalf of Landmark Illinois, I am writing to express our strong support for the preservation of the Crystal Lake Academy Building, also referred to as the Tarpley-Gates House, at 210 McHenry Avenue. Founded in 1971, Landmarks Illinois is a statewide nonprofit organization helping people advocate for the historic places that define their communities.

We entirely support the Crystal Lake Historic Preservation Commission's finding that the Crystal Lake Academy Building is deserving of landmark status. Early settlement buildings like the Crystal Lake Academy are increasingly rare resources. Among the oldest remaining buildings in Crystal Lake, the building's first life was as the Crystal Lake Academy, educating the children of early Crystal Lake families. It was then converted to the private home of prominent Crystal Lake citizens including William D. Gates, whose American Terra Cotta Tile and Ceramic Company was essential to the Prairie School design movement. It later served St. Mary's Episcopal Church as a Sunday School and venue for other church activities. In its many years of service, this building has demonstrated endurance and adaptability that deserve to be recognized and protected through formal landmark designation.

On February 3, 2025, Landmarks Illinois arranged for architect Gary Anderson of Studio GWA to visit the Crystal Lake Academy Building. On April 10, we arranged an additional assessment by WJE, whose team included a structural engineer. Both assessments determined that the Tarpley-Gates House is in sound condition. We extend our thanks to Scott Zaucha of St. Mary's Episcopal Church for granting us access to the building for these assessments.

We urge the City Council to confirm landmark status for this building and to commit Crystal Lake to work with St. Mary's Episcopal Church and other interested local parties to find a solution that both preserves this important piece of Crystal Lake's history and puts it back into active use. Landmarks Illinois has already placed the resources of our organization behind the preservation of this building through the two assessments that I described above, and we stand ready to continue providing expertise and resources to this effort. Thank you for considering our comments.

Sincerely,

Kendra Parzen
Advocacy Manager

CRYSTAL LAKE
HISTORICAL SOCIETY

October 23, 2024

City of Crystal Lake
Historic Preservation Commission
c/o Elizabeth Maxwell
100 W. Woodstock Street
Crystal Lake, IL 60014

Dear Members of the Historic Preservation Commission,

The Crystal Lake Historical Society wishes to thank you for your ongoing efforts to preserve historic structures throughout our community. Through your educational trolley tours and landmark protection program, our community continues to appreciate and preserve its historic properties. The partnership of our organizations has benefited the quality of life for residents of Crystal Lake.

The Crystal Lake Academy Building (also known as Tarpley House) is a significant historic property which the Crystal Lake Historical Society feels must be saved! The builder was Andrew Jackson Simons, who brought his cobblestone trade from New York State to Crystal Lake. This rare method of construction is showcased on the foundation of the Crystal Lake Academy Building. Before retiring from the Crystal Lake Park District, I was deeply involved in restoration efforts at the Colonel Palmer House for more than twenty years and I understand the irreplaceable nature of the construction materials used by Simons. Like the Colonel Palmer House, which is the home of the Society, the walls of the Academy were constructed with red bricks believed to have been made of local clay at a factory north of town. The bricks and cobblestone foundation of the Crystal Lake Academy Building cannot be duplicated by modern masonry manufacturers.

P.O. Box 1151 • Crystal Lake, IL 60039-1151 • Phone: (815) 455-1151
Website: www.cl-hs.org • Email: info@cl-hs.org

In addition to its rare building style, the Crystal Lake Academy Building is closely associated with many significant historic events and people. Its original purpose was to educate young people of our community. Graduates of the Academy went on to become doctors, lawyers, judges and even a governor! As a private residence, the building is closely associated with the Gates family. One of Crystal Lake's most famous citizens, William Day Gates, grew up in the house. Gates later started the American Terra Cotta and Ceramic Co. which manufactured architectural terra cotta and Teco pottery. Building examples with American Terra Cotta are found across the country including the Wrigley Building in Chicago and the Yerkes Observatory in Williams Bay, WI. Teco pottery is highly collectable, commanding an impressive price for even a small vase.

Maintaining and restoring an historic building requires a commitment of time and treasure. The current owner of the property, St. Mary's Episcopal Church is a small congregation that is unable to do this on their own. The Academy building must be saved and the community must step-up to assist. Cooperative partnerships for raising funds and finding a good use of the building could be developed, creating a win-win situation for the church and the community.

Future use for the Crystal Lake Academy Building can only happen if it is landmarked and preserved. Crystal Lake has precious few buildings that are 170+ years old and those that remain must be protected for future generations.

Sincerely,

Ann Viger, Vice President
Crystal Lake Historical Society

P: 815-923-2267 F:815-923-2271

• McHenry • County • Historical • Society •

An Illinois, Not For Profit Corporation

6422 Main Street P.O. Box 434, Union, Illinois 60180

October 9, 2024

Historic Preservation Commission
c/o Elizabeth Maxwell
City of Crystal Lake
100 W. Woodstock St.
Crystal Lake, Illinois 60014.

Dear Ms. Maxwell and the Crystal Lake Preservation Commission,

As members of the McHenry County Historical Society's Historic Sites Committee we would like to support the land mark application for the historic Gates House on McHenry Avenue.

All effort must be made to save and keep this architecturally distinguished Greek Revival building. It has survived intact, for nearly 175 years and has seen many generations come and go. It has had guests, the likes of The Crystal Lake Academy, The Simon Gates family, (whose son founded American Tera Cotta), and today, St. Mary's Church.

This proud building has done its work steadfastly all these years. Now we, the community, must work to save it. It has been said about old buildings that they "*are not ours. They belong, partly to those who built them, and partly to the generations of mankind who are to follow us. . . . That which they labored for . . . we have no right to obliterate . . . what other men gave their strength and wealth, and life to accomplish, their right over it does not pass away . . .*" John Ruskin, 1849.

In 1941, as bombs rained down on London, Winston Churchill thought of the many historical buildings randomly being destroyed and the power these buildings had in shaping his people. He said; "*We shape our buildings; thereafter they shape us*". Mr. Churchill did not have a choice in the demolition of his country's structures.

We are lucky, we have a choice.

Respectfully submitted,

Paula Rieghns,
As representative of the
McHenry County Historical Society's
Historic Sites Committee

[redacted]
Crystal Lake, Il.
October 9, 2024

To The Commissioners of the Preservation Commission:

On behalf of the Board of Directors of the McHenry County Historical Society I am writing in support of the application co-sponsored by Jim Heisler and Diana Kenney to grant landmark status to the building currently known as Tarpley House. This ca. 1850 Greek Revival structure is without question one of the most historic buildings in McHenry County. Originally the home of the Crystal Lake Academy, it later became the residence of the Gates family, founders of the renowned American Terra Cotta Company.

As the author of *Historic County Schools of McHenry County, Illinois,* I can also testify to the significance of the Academy which pre-dated Illinois' first public education law of 1855. This may be one of the last remaining such structures in the state.

Tarpley House has stood as a silent witness to generations of change in Crystal Lake and the surrounding area. It was prominently pictured in the 1872 McHenry County Atlas when it was already 20 years old. While we almost always respect the rights of the property owner, we must not allow this historic structure to be lost to our city. It can continue to inspire, and remind us, of a different time and pace of life in our area's past. Tarpley House is deserving of landmark status.

Sincerely,

Robert W. Frenz

Robert W. Frenz
President, MCHS
[redacted]

Elizabeth Maxwell AICP

From: Sarah J Gates [redacted]
Sent: Wednesday, October 30, 2024 7:50 PM
To: Elizabeth Maxwell AICP
Subject: Re Gates family home aka CL Academy Building/Tarpley House

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

Dear Elizabeth Maxwell,

I believe you are the liaison between the Crystal Lake City Planning Dept and the local Historic Preservation Commission and historical societies. I am writing in regard to my paternal family home, now called the Tarpley House. As you know it was purchased in 1860 by Simon Sumner Gates (my great great grandfather) and amazingly enough, later owned by paternal grandmother's parents, Frederick B. and Lilian O. Mathis (1920).

I have recently retired from the Fine Arts Museums of San Francisco where I've been employed for almost 40 years as an art conservator. In addition, I am a California native and consequently am familiar with environments that are unlucky to not have historic architecture. These facts, combined with my family's connection to Teco, make me very familiar with the importance of historic preservation for the cultural enrichment of our country and of the American people. I can think of no quicker way for a person to grasp the passing of time, and of different lifestyles, than to see remnants from past centuries. If one cannot travel to older cultures, then preserving out historic structures is the surest way of providing this education.

I'd like to add my voice to the others that have protested the proposed destruction of the house - it has so much to offer the community and indeed, visitors to the mid-west.

Yours sincerely,

Sarah Gates
[redacted]
Pacifica, CA 94044
[redacted]

Dear Historic Preservation Commission and Crystal Lake City Council,

We, the undersigned residents of Crystal Lake, are writing to express our strong support for the preservation of the CL Academy Building / Tarpley House. This historic building, with its distinctive cobblestone and brick construction, along with its Greek Revival components and Federalist characteristics is a significant landmark in our community and a testament to the architectural heritage of Crystal Lake.

Andrew Jackson Simons, built this cobblestone house as well as the National Registered Colonial Palmer house, demonstrating his exceptional craftsmanship. These buildings stand as a symbol of our town's history and reflect the architectural trends of its time.

We understand that St. Mary's Episcopal Church may face challenges in maintaining this historic property. However, we believe that the preservation of such a significant landmark is a collective responsibility. We urge the city and the community to explore various options, such as fundraising campaigns, grants, or partnerships with historical preservation organizations, to secure the necessary resources for its restoration and upkeep.

By preserving the CL Academy Building / Tarpley House, we can not only honor our past but also enrich our community's future. This building has the potential to become a cultural hub, hosting educational programs, exhibitions, and community events.

We implore you to consider the historical and cultural value of the CL Academy Building / Tarpley House and take the necessary steps to ensure its preservation for generations to come.

Sincerely,
Becky and Jim Long
[redacted] Crystal Lake

Subject: Designation of Crystal Lake Academy as a Historic Landmark

To Whom It May Concern,

I support the application to designate the Crystal Lake Academy, located at 210 McHenry Avenue, as a historic landmark. This historic building, constructed circa 1853, is a significant part of Crystal Lake's heritage and a testament to the architectural and historical significance of the area.

Key Features and Historical Significance:

1. **Architectural Significance:**
    - **Unique Construction:** The Academy building showcases the rare and skillful use of cobblestone construction, a technique brought to the region by Andrew Jackson Simons.
    - **Preservation of Original Features:** Many original elements, including the exterior brick, windows, limestone sills and lintels, and foundation, remain intact.
    - **Historic Iron Fence:** The property's eastern boundary is marked by an historic iron fence dating back to 1883.

2. **Historical Significance:**
    - **Educational Institution:** The Academy served as an important educational institution for the community's early settlers, including prominent families like the Crandalls, Beardsleys, Piersons, and Walkups.
    - **Community Hub:** The building has been a vital part of the community for over a century, hosting various activities such as debating societies, literary societies, and church functions.
    - **Notable Owners:** The property has been owned by significant figures in the community, including Simon S. Gates, H.T. Jones, and Frederick B. Mathis.

Preservation and Future Use:

The designation of the Crystal Lake Academy as a historic landmark will ensure the preservation of this significant building and its continued contribution to the community. By recognizing its historical and architectural importance, we can work together to restore and repurpose the building for future generations.

I respectfully request that you consider the application presented and designate the Crystal Lake Academy as a historic landmark.

Sincerely,

Lisa Solak

To the Crystal Lake City Council Members,

I urge you to respect the recent unanimous decision of the HPC by granting landmark status to the CL Academy building.

I am grateful that Diana Kenney and Jim Heisler applied for landmark status for the CL Academy Building. Without this move the building may have been demolished without the average Crystal Lake citizen (like me) knowing about it.

I believe communities are increasingly valuing the historic feature and buildings in their communities. I have been in Crystal Lake since 1978 and was involved with the Polly Crandall Questers in its herculean efforts to protect the Dole Mansion for its future. Our 25-member organization stripped woodwork, held cookie sales, staged tours, and raised funds for major improvements. We kept the lights on until CL Legacy came in as a White Knight. The building, property, and history are now proudly touted by the city.

The Colonel Palmer House has a similar rough history. It was women with a zeal for historic preservation who worked on the building and also the application for inclusion on the National Register of Historic Places. At a certain point the Crystal Lake Park District took over the property and Colonel Palmer House is playing an important role in the cultural life of Crystal Lake.

Do you know which house walks are most popular? Not McMansions but older "historic" homes!

I was a a long-time member of Polly Crandall Questers. This organization plaqued a dozen houses from the 1980's until 1995 when the Crystal Lake Historic Preservation Commission was formed. I was on the committee that wrote the HP Commission Ordinance and served as its first chair for 5 years.

The Questers' plaqueing was honorary, without teeth, which is why the HPC is a valuable asset in actually protecting historic properties. The Historic Register has prestige; the local ordinance has power.

About the CL Academy Building—

It was plaqued in 1993 by the Polly Crandall Questers for the reasons that Diana Kenney explained most adequately in her research on the history of the building. Andrew Jackson Simons' story is certainly worth preserving though the physical presence of his buildings. The means of acquiring the cobblestones is part of the interesting saga of early home construction in our community.

(The house Simons built for himself after serving for four years in the Civil War has been demolished. I learned about this when I recently drove to its former sight on Rte 14. The story we had gleaned was that he had accumulated bricks for his future home but they had been pilfered during his absence. Still, he built his simple home with his signature cobblestone foundation. The last time I paid attention to the building it had been purchased and restored by an architect. I thought it was safe! I was living in Chicago for 20 years and missed this demolition.)

Sincerely,

Mary Thennes, [redacted]

Elizabeth Maxwell AICP

From: Julie Vollbrecht [redacted]
Sent: Thursday, November 7, 2024 4:34 PM
To: Elizabeth Maxwell AICP
Subject: Crystal Lake Academy Building

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

Hello Elizabeth,

My name is Julie Vollbrecht, I am the vice president at Ela Historical Society and Museum in Lake Zurich, Illinois. I have been with our museum since the early 1980's. Everyday I work on saving history so its not forgotten and can be shared with others. I want to give my support to save the Crystal Lake Academy building for all the rich history it brings and a structure that can be brought back to life for future generations to see. It takes a community and people that care to make things work, if they are given a chance. We are here to provide support, help restore what has been lost and give back to our communities. Please keep an open mind, Forget-Me-Not....Julie

Elizabeth Maxwell AICP

From: Jackie Harrington <[redacted]
Sent: Wednesday, November 13, 2024 1:26 PM
To: Elizabeth Maxwell AICP
Subject: Historic Building

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

Sent from my iPhone
As a resident of over 46 years....I feel this building is a precious reminder of the history of our perfect little town (not so little anymore). It needs to be saved for the children growing up in our community to see that real history can be found in their own town. It is important. It is the foundation and roots of Crystal Lake. What dreams the residents before us had in mind to make our town unique and a wonderful home for generations past, present and future. We want it to live up to our motto.... Crystal Lake A Great Place to live". SAVE THE BUILDING and Recognize our history. We are nothing without our history.

Jackie Harrington
[redacted]
Crystal Lake

Elizabeth Maxwell AICP

From: Jennifer Cherry <[redacted]>
Sent: Wednesday, November 13, 2024 2:05 PM
To: Elizabeth Maxwell AICP
Subject: Proposed Demolition of Tarpley House

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

Hello & Good Afternoon,

It has come to my attention that there is a proposed demolition of a rich piece of Crystal Lake history. I fer to the history compiled by Diana Kenney detailing the many notable early Crystal Lake residents and their extensive contributions to our community's history. This structure is a critical example of our beginnings and as such should be a protected landmark.

My concern is what appears to be a refusal by the current church members to partner with the historic community to even consider options to preserve this building. I wish to join other interested citizens in their efforts to preserve this piece of history. It is unlikely I will be able to attend the upcoming meeting, but I thought it was important, as a resident of Crystal Lake, my voice in opposition of demolition be heard.

Respectfully,
Jennifer Cherry

Elizabeth Maxwell AICP

From: Natalie Tryon <[redacted]
Sent: Wednesday, November 13, 2024 7:36 PM
To: Elizabeth Maxwell AICP
Subject: Crystal Lake Academy/Gates House

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

Hello,

My name is Natalie Tryon and I'm writing in support of a move to Landmark the Crystal Lake Academy/Gates House immediately. As a historic home owner I feel strongly about preserving the historic buildings we have left in Crystal Lake so that our children and grandchildren will know the story of our town's first residents and the blood, sweat, and tears they poured into the craftsmanship of their homes. This home not only provides character and beauty for neighbors and walkers but is a beautiful backdrop for Arts on the Green in the summer. As a child I attended enrichment preschool here and vividly remember the stone wall and masonry work, the materials we use for construction today just don't stick in your memory like that- that's worth something. Please do not take this piece of history away from our town- do not support the demolition of the Gates house and Landmark this precious piece of Crystal Lake history today!

Sincerely,
Natalie and Jared Tryon
[redacted]

Elizabeth Maxwell AICP

From: Shannon Hanson [redacted]
Sent: Wednesday, November 13, 2024 7:26 PM
To: Elizabeth Maxwell AICP
Subject: Support for Landmark Status of the Crystal Lake Academy/Gates House

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

Shannon Hanson
[redacted]
Crystal Lake, IL 60014
Wednesday, November 13, 2024

Elizabeth Maxwell
Crystal Lake City Hall
100 W. Woodstock Street
Crystal Lake, IL 60014
Email: emaxwell@crystallake.org

Subject: Support for Landmark Status of the Crystal Lake Academy/Gates House

Dear Ms. Maxwell,

I am writing to express my strong support for granting landmark status to the Crystal Lake Academy/Gates House, Crystal Lake's second-oldest structure. This historic building, with its rich history as the first school in the area and later the Gates family home, is a cornerstone of our community's heritage and a vital link to our past.

Built in 1853 by Andrew Jackson Simons, a renowned stonemason who introduced cobblestone architecture to the region, this building represents both architectural and cultural significance. Its contributions to education, community leadership, and Crystal Lake's development over the last 170 years cannot be overstated.

While I understand the financial constraints facing the current owners, I believe our community can and should rally together to preserve this treasure, as we did with the Dole Mansion 20 years ago. Once it is gone, this irreplaceable piece of history will be lost forever.

I urge the City Council to recognize the importance of the Crystal Lake Academy/Gates House and grant it the landmark status it so richly deserves. I also hope the City will work with local preservation groups to ensure the building is saved for future generations, with the burden of its preservation shared collectively by the community.

Thank you for considering my perspective, and I hope the Council will make the decision to protect this vital piece of our shared history.

Sincerely,

Shannon Hanson

Elizabeth Maxwell AICP

From: Nancy Embach [redacted]
Sent: Wednesday, November 13, 2024 6:50 PM
To: Elizabeth Maxwell AICP
Subject: We support Landmarking the Crystal Lake Academy/Gates house building

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

As lifelong residents, we are writing in support of Landmarking of the Crystal Lake Academy/Gates house building. It is our town's second oldest remaining structure. We need to preserve the historic character of our town to share with coming generations. This can be accomplished by working together with the Crystal Lake Historic Preservation Commission.

Sincerely,

Richard and Nancy Embach

Elizabeth Maxwell AICP

From: Jackie Di Cecco [redacted]
Sent: Wednesday, November 13, 2024 7:30 PM
To: Elizabeth Maxwell AICP
Subject: Landmarking the Crystal Lake Academy/ Gates House

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

Dear Ms. Maxwell,

My husband and I have lived in Crystal Lake almost 30 years. We love learning the history of our beautiful town. We live in close prominity to the Colonel Palmer House, which we enjoy. We request that you support the historical landmark designation of this building on the St. Mary's property.

Respectfully,
John & Jackie Di Cecco

Elizabeth Maxwell AICP

From: Meghan Butterfield <[redacted]>
Sent: Thursday, November 14, 2024 7:33 AM
To: Elizabeth Maxwell AICP
Subject: Save the old School House

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

Hi Elizabeth!

I want to show my support for SAVING the old school house/Gates house in Crystal Lake. I fear demolishing it will cause us to lose part of our town's history and charm.

Thank you!
Meghan Butterfield, BS, RDCS

Elizabeth Maxwell AICP

From: Mary Bodner [redacted]
Sent: Wednesday, November 13, 2024 6:51 PM
To: Elizabeth Maxwell AICP
Subject: House

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

I lived in the Walkup house over 30 years. It would be a shame to see the Gates house destroyed. These houses represent our past. Mary Bodner Sent from Bodner iPhone

Elizabeth Maxwell AICP

From: nancy hall [redacted]
Sent: Tuesday, October 29, 2024 5:17 PM
To: Elizabeth Maxwell AICP
Subject: St Mary's Episcopal Church

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

I an Nancy Gates Hall and I spent my early formative years living in the Mathis/Gates house and went to school from kindergarten through high school. I could ask you, please save my ancestral home, but that is selfish.
The real reason is of its historical nature. As you know it was founded by my ancestor Simon Gates to provide an education for the local young people and served its purpose well, until free education was enacted.
It is historically important by architecture, architect and builder. I believe history matters and the removal of historical buildings diminish our knowledge and appreciation of our past.

Please save St Mary's Church.

Respectively,
Nancy Hall

Elizabeth Maxwell AICP

From: Sandra Price [redacted]
Sent: Saturday, November 2, 2024 7:16 AM
To: Elizabeth Maxwell AICP
Subject: The demolition of the Tarpley House

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

RE: Proposed demolition of Tarpley House

Hi, Elizabeth,

I am Sandy Price, former member of CLHPC, retired Colonel Palmer House facilitator and CLHS board member. I just wanted to add some thoughts to the efforts to save the Tarpley House and preserve its rich history for the future. I refer to the history compiled by Diana Kenney detailing the many notable early Crystal Lake residents and their extensive contributions to our community's history, making this structure one of the most important examples of our early beginnings.

St. Mary's stewardship has been a three-quarter century enterprise. The past membership has valued and respected the importance of the structure, which is not the case at present. My concern is what appears to be a refusal by the current church members to partner with the historic community to even consider options to preserve the building. A critical question to consider, what is the memberships long-range plan for this important property in the heart of our historic downtown.

I wish to join other interested citizens in their efforts to preserve this building. I will attend the CLHPC hearing and support the Landmark process that is under consideration. See you on the 7th.

Thank you,
Sandy Price

November 2, 2024

Elizabeth Maxwell
City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, IL 60014

Dear Elizabeth,

This letter is in support of the landmark application submitted on Monday, September 16, 2024, to halt demolition of the c.1853 Crystal Lake Academy "Tarpley House" owned by St. Mary's Episcopal Church 210 McHenry Avenue.

The Crystal Lake Academy is a rare example of cobblestone and brick construction and is one of the few remaining structures built by Andrew Jackson Simons. The Crystal Lake Academy building is an example of Simons' skill in building a brick structure with a cobblestone foundation, like the Colonel Palmer House, which is landmarked by the City of Crystal Lake and is listed on the National Register of Historic Places.

Along with the structures unique construction, the history of the building also has significance to the growth of the Crystal Lake community. As a school (original use of property) the Crystal Lake Academy educated students from early settlers and prominent Crystal Lake families. The second owner of the property was Simon S. Gates. Gates owned a substantial amount of land in and around Crystal Lake. His son, William Day Gates, who grew up in the house, started the American Terra Cotta & Ceramic Co., producing world renowned architectural terra cotta and Teco pottery.

As the past president of the McHenry County Historical Society and Museum, life member of the Crystal Lake Historical Society and former manager of Colonel Palmer House (2013-2017), I implore the Crystal Lake City Council to approve the landmark application for the Crystal Lake Academy "Tarpley House." The approved landmark application will halt demolition of the structure and allow all parties to come to the table with the goal of finding a solution towards preservation. The City of Crystal Lake is uniquely positioned lead this development, collaborate with the community and preserve a 170-year-old Andrew Jackson Simons structure within close proximity to downtown.

I am happy to speak with you directly and look forward to supporting the preservation of the Crystal Lake Academy for the benefit of the community, past and present.

Respectfully submitted,

Mary K. Ott

From: Heather Rohde
Sent: Tuesday, June 3, 2025 11:26 AM
To: CityCouncil <CityCouncil@crystallake.org>
Subject: RE: Very Important Notice

Hi,

I have some words for every member of the Crystal Lake City Council. Could you please make sure to forward this email to every single member. And please send it directly to the Mayor as well. This involves the upcoming vote concerning the Gates House and its fate.

I was dismayed to learn of the proposed destruction of the Crystal Lake Academy, also known as the Gates House, on McHenry Avenue. Built in 1855 and deemed to be in good structural condition, the idea of demolishing it should not even be on the table. Its proposed destruction is not only short-sighted but borders on irresponsible.

Structures like the Gates House are the very essence of a town's uniqueness. History isn't just about dates; it's about the tangible links to our past that give a place its soul and character. Simon S. Gates was no random individual; he was a pioneer and one of Crystal Lake's most prominent early citizens, with a street in town bearing his name. His residence is a link to his pivotal role in our city's founding and growth.

he house itself is a historical gem, boasting a beautiful cobblestone foundation crafted by Andrew Jackson Simons, another notable Crystal Lake figure. What's more, the original black iron fence still stands, framing a property that once featured extensive landscaping, an orchard, and outbuildings, as seen in an old engraving I have depicting a horse-drawn carriage trotting up McHenry Avenue right in front of it.

Every time I pass that property, I imagine life in the 19th century, envisioning a carriage traversing the same path my car now takes. It's a connection to the past that brings unique joy. Imagine robbing future generations of that experience, depriving citizens of appreciating their town's heritage, and stripping Crystal Lake of a sight found nowhere else. Parents could use this very building to teach their children about local history and life long ago.

Too often, towns sacrifice their unique architectural heritage, becoming forgettable, cookie-cutter suburbs devoid of identity. We must not let this happen to the Gates House and, by extension, to Crystal Lake.

Even dismantling and moving the building is a completely unacceptable compromise. Such actions inevitably strip historical structures of their magic and significance, almost certainly damaging the fantastic original foundation.

The fact that this historical building has fallen into disrepair is reprehensible and inexcusable. The time is long overdue for the city to officially designate the Gates House as a historic landmark, SECURE its protection, and begin the much-needed task of restoring it and finding a use that honors its legacy. How many other 170-year-old buildings, still on their original property and once owned by such prominent citizens, do we have left in Crystal Lake? Let's act now to save this irreplaceable piece of our townl. No excuses!

Heather Rohde

From: Chris Zatek
Sent: Saturday, May 31, 2025 9:29 PM
To: CityCouncil <CityCouncil@crystallake.org>
Subject: Please Landmark and Save the Historic Gates/Academy House

Dear Crystal Lake City Council,

I'm writing not just as a resident, but as someone who grew up in this town and deeply values what makes it special. My family moved to Crystal Lake in 1999 when I was five. I went to South Elementary, Bernotas Middle, and graduated from Crystal Lake Central. This community helped shape who I am, and I care about preserving the legacy that shaped so many others before me.

That's why I'm urging you to grant landmark status to the Gates House at 210 S. McHenry Avenue. This building is one of the oldest in McHenry County and has served many roles—from schoolhouse to residence to preschool. Its history is part of Crystal Lake's roots, and losing it would mean losing a tangible connection to our past.

While I understand the property belongs to St. Mary's Episcopal Church, this decision has broader implications for our community. Landmarking the building doesn't force the church to keep it long-term, but it gives us time to rally local support, explore relocation, and protect a piece of our shared history—just as we once did for the Dole Mansion.

People move here and stay here because Crystal Lake has character, not because it's filled with the newest developments. Preserving buildings like the Gates House isn't about nostalgia—it's about honoring the people and stories that built this town.

Please don't let this piece of history be quietly erased. Give the community a chance to act by landmarking the Gates House.

Best,

Chris Zatek

Crystal Lake, IL 60014

From: Becky Zaleski < >
Sent: Saturday, May 31, 2025 9:55 PM
To: CityCouncil <CityCouncil@crystallake.org>
Subject: Fwd: Saving the historic Gates House

Dear City Council Members,

I'm writing as a resident who cares deeply about Crystal Lake's history and character. I urge you to move to landmark the historic Gates House (also known as the Academy Building or Tarpley House) at 210 S. McHenry Ave and give the community time to preserve it.

This building has so much rich history and is one of the oldest structures in McHenry County. It has served as a school, a home, and a preschool -- and it's still structurally sound.

The Episcopal Church has every intention to demolish and bury this irreplaceable piece of our history. While they own the land, their leadership is not part of our community, and yet their decision would permanently erase something precious to us all. I feel having an outsider community change the cherished history would be a disservice to the residents of Crystal lake. This history is part of what keeps Crystal lake special.

What we are asking is clear and reasonable: landmark the building to delay demolition, so we can rally the community, fundraise, and relocate it. We are not asking the Church to keep it on their property and incur the cost, we are asking for a little more time so that we may rally the community. Something we once did to save another historical structure in this town -- The Dole Mansion.

Crystal Lake is beloved for its charm and character. People don't move here for uniform subdivisions or forgettable strip malls, they come for authenticity, and for the community that fights for its history. Frankly, it seems more and more commercial type buildings and fast food restaurants are taking over. We need to preserve that character and charm that makes this city special.

I believe we can have both and that the marriage of the old and the new is what makes Crystal Lake a good place to live.

Please don't mistake public quiet for consent, many residents simply don't know this is happening. Once this building is gone, it's gone forever. We have the chance to save it. **Please,**
landmark the Gates House and give us that chance.

Sincerely,

Becky Zaleski

Crystal lake, IL

60014

From: Mikayla Collins < >
Sent: Thursday, June 5, 2025 7:15 PM
To: CityCouncil <CityCouncil@crystallake.org>
Subject: Please Landmark and Save the Historic Gates/Academy House

Dear City Council Members,

I'm writing as a resident who cares deeply about Crystal Lake's history and character. I urge you to **landmark the historic Gates House (also known as the Academy Building or Tarpley House) at 210 S. McHenry Ave** and give the community time to preserve it.

This building which was constructed in the early 1850s from rare Algonquin brick, locally sourced brick and Andrew Jackson Cobblestone, is one of the oldest structures in McHenry County. It has served as our city's first academy, a home, and a preschool. It is solid, structurally sound, and rich in history. The cost to move it, $189,000, is attainable if we are simply given time and a clear path forward.

The Episcopal Church plans to demolish and bury this irreplaceable piece of our history. While they own the land, their leadership is not part of this community, and yet their decision would permanently erase something precious to us all.

Our tax dollars are funding public art for roundabouts, yet this living, breathing piece of local culture is being ignored. Crystal Lake doesn't need more soulless development, it needs art, culture, and preservation of the identity that makes our town unique.

Please don't mistake public quiet for consent, many residents simply don't know this is happening. Once this building is gone, it's gone forever. We have the chance to save it. Please, landmark the Gates House and give us that chance.

Sincerely,
Mikayla Collins

APPENDIX D

St. Mary’s Resolution

RESOLUTION OF THE VESTRY

OF TRINITY EPISCOPAL PARISH, MCHENRY COUNTY

WHEREAS, in 2022 "Tarpley House", located on the grounds of St. Mary's Episcopal Church, 210 S. McHenry Avenue, Crystal Lake, IL was closed to the public for reasons of health and safety;

AND WHEREAS, In June 2024 the Vestry of St. Mary's voted to pursue demolition of Tarpley House, having been unable to identify a feasible adaptive reuse of the building, and based on a previous review of costs for restoration, having deemed restoration of the building an unwise use of parish funds;

AND WHEREAS, In August 2024 St. Mary's then applied for a demolition permit from the City of Crystal Lake;

AND WHEREAS, In September 2024 representatives of St. Mary's met with the City of Crystal Lake's Historic Preservation Commission to discuss the future of Tarpley House as there was a movement by certain members of the public ("Applicants") to "landmark" Tarpley House;

AND WHEREAS, In November 2024, the Crystal Lake Historic Preservation Commission voted to recommend landmarking of Tarpley House.

AND WHEREAS Following discussions and meeting with representatives of the City of Crystal Lake, St. Mary's agreed to delay its request for the demolition of Tarpley House until March 31, 2025, with the understanding that prior to such date the Applicants would secure an evaluation of the building and develop a strategy for preservation of the building, including fund-raising for the expense of restoration or relocation;

AND WHEREAS, In January of 2025, St. Mary's real estate became the property of TRINITY EPISCOPAL PARISH, MCHENRY COUNTY due to the consolidation of St. Mary's (Crystal Lake), St. Ann's (Woodstock), and St. Paul's (McHenry);

AND WHEREAS, From November 2024 to March 2025, no steps were taken towards a plan for the preservation or relocation of Tarpley House by the Applicants except for a building evaluation;

AND WHEREAS, In April 2025, at a meeting with the Applicants and representatives of the City, TRINITY EPISCOPAL PARISH agreed to further delay the vote on the recommendation of landmarking and St. Mary's application for a demolition permit.

The purpose of this extension was to allow additional time for the Applicants to provide a proposal for fundraising for the relocation of Tarpley House, based on aforementioned building evaluation, which was to be presented at TRINITY EPISCOPAL PARISH'S May 19, 2025 Vestry meeting. As of May 19, 2025 no proposal had been provided, nor has a response been given to the request for such a proposal.

AND WHEREAS, In May of 2025, access to Tarpley House was allowed for the purposes of a quote for its relocation to a site identified by City staff; such quote has been received and presented to TRINITY EPISCOPAL PARISH which notes the cost of relocation is not less than $185,000 plus undetermined additional expenses;

AND WHEREAS, to date it appears that the Applicants for Landmarking of Tarpley House have failed to raise sufficient funds and have failed to engage a General Contractor for the purpose of relocating Tarpley House.

NOW THEREFORE, on Motion duly made, seconded, and unanimously carried by the Vestry of TRINITY EPISCOPAL PARISH, it is:

RESOLVED: The Wardens and Vestry of TRINITY EPISCOPAL PARISH hereby request that unless, prior to July 15, 2025, Applicants raise the necessary funds (*estimated at a total of $300,000*) and have retained a general contractor for the proposed relocation of Tarpley House, that the City of Crystal Lake deny the pending Tarpley House landmark request, and approve a permit for the demolition of Tarpley House at its July 15, 2025 City Council meeting.

Dated this 2ND day of June, 2025.

TRINITY EPISCOPAL PARISH, MCHENRY COUNTY

By: Peter F Carroll

Peter F. Carroll, Clerk of the Vestry

APPENDIX E

Demolition Minutes

Historic Preservation Commission

MINUTES
Historic Preservation Commission
September 5, 2024
City Hall, 100 W. Woodstock Street, Crystal Lake, IL

1) Call to Order
B. Niequist called the meeting to order at 3:02 p.m.

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

3) Public Comment
Jim Heisler and Joy Neal, Executive Director of Main Street were in the audience.

4) Approval of Minutes of the August 1, 2024 Regular Meeting
B. Kosin made a motion to approve the minutes of the August 1, 2024 meeting. J. Halter seconded the motion. On voice vote all voted aye. Motion passed.

5) 210 McHenry Avenue – St. Mary Episcopal Church Demolition
B. Niequist said that everyone is familiar with the Gates House. Although the building is not landmarked the City has established a process where demolition permits can be reviewed by the Historic Preservation Commission. She noted that alarm bells went off seeing the demolition of this structure. She stated about half of all the previous trolley tours featured this structure as it is so significant to Crystal Lake's history. She was hoping the church could have a conversation about the structural assessment of the structure.

Reverend Scott Zaucha and Cate Williams, treasure, were present to represent the request. Mr. Zaucha said he just started with the church in 2022. He noted they have had difficult conversations about the Tarpley House. They used it recently for recovery meetings. They found mold, wiring and water issues. They closed it in October of 2023. They have can continue their mission without the building. They do not have the resources to upgrade or protect the building.

Ms. Williams said the church did a building exploration. The Tarpley House is not good for Sunday school. She noted there is extensive damage to the building from neglect. They have already spent $28,000 to remediate the asbestos. They would need to spend another $35,000-40,000 in remediation to repair the building as safety and finances are concerns.

Mr. Zaucha said they have made many attempts to have someone buy it. In 1982 when they did the wing addition they contemplated knocking this building down. There are only 53 families as part of the church. They want to focus on their mission.

B. Niequist said she understands the costs and she has personally worked to secure grants for other buildings. She wants the church to pause and work with them on securing funding and fundraising to help save the building. She explained the Crystal Lake Park District barn project

and their current feasibility study. She said the people in the community will give. She asked what will go there.

Mr. Zaucha said they just want to clear the space and make it grass. The cost of insurance on the abandoned building is expensive. There is a big difference in cost on renovation and demolition. They are looking to spend over 1 million dollars in renovation to save the building.

Mr. Jim Heisler asked about the square footage. Mr. Zaucha said it is about 2500 square feet.

Mr. Kosin asked about the timeline. He wondered what the urgency was if nothing is planned but grass. He wanted to reach out to people to help save the building. Mr. Zaucha said they have done a lot of behind the scenes discussions. Ms. Williams said they were unaware that the Historic Preservation Commission wanted a detailed presentation.

B. Niequist said this is what the commission does. She said Landmark Illinois can do a free top to bottom assessment. Ms. Williams said they do not have the resources to do the renovation nor upkeep the building even if the 1 million dollars came to them. B. Niequist asked if they ever thought about selling the building. On the adjacent property the owner was able to save the historic buildings and put apartments into them. Mr. Zaucha said they reached out to Sacred Hearts, but the building is hard to reuse since it is in the middle of the site.

M. Sommerfield asked if the commission can partner with the church on finding resources to save, renovate and reuse the space.

B. Niequist said this is the oldest structure by this well known architect. There are only a handful of cobblestones buildings left. If they plan to demo the building is there any ability to salvage these bricks and stone. Ms. Williams said they plan to fill in the hole of the foundation with the building materials.

Mr. Zaucha said the Bishop is planning to come out September 29th to pray at the building and release it from its service. Mr. Kosin said the Bishop just came out to rechristen the St. Thomas restoration. Mr. Zaucha said for them to put something in writing to him that he can take back to the board.

B. Niequist thanked them for coming and said they would be moving on to the next item.

6) Trolley Tour 2024 Recap

B. Kosin asked Ms. Neal about marketing ideas. She said everyone loves the QR code about the building history walk around Downtown.

B. Niequist said she has talked to a company about a walking tour app. They can sell the app for download and get sponsors to help off-set the cost. They could do a Downtown walking tour. Ms. Neal suggested partnering with Naturally McHenry County as they have an app for similar events.

B. Niequist said they also need to do a traditional trolley tour. She suggested pre 1900 buildings. She feels like lots of these will start popping up on demo requests so to highlight and research them know would be beneficial. They can raise awareness as education is part of their mission.

She wanted to have a post celebration too, not just get off the trolley and leave. Ms. Neal said the Raue House could be used for the gathering. B. Niequist said to think about some buildings for the tour.

7) Other Business

a) America's 250th anniversary in 2026

B. Niequist said the country is celebrating 250 years and it would be great if they could plan a simple recognition for this event. She said everyone's homework is to think of a nice simple way to recognize this history.

b) Hill Park Barn update

Mr. Heisler said the feasibility study for the barn was not completed, so it was moved to the September 19th meeting of the Park District board. He asked everyone to come and speak in support of keeping the barn.

c) Landmark process and hot to help property owners

B. Niequist said they can discuss this at the next meeting, as this meeting is running long.

d) Crystal Lake Train Depot update

B. Kosin said the application is still down state with the State for review. He found that the southeast corner of the waiting room is all original as it existing 110 years ago when Calvin Coolidge walked through the station.

12) Member Inquiries and Reports

Mr. Kosin asked about the e bond from the time capsule.

13) Adjournment

There being no further business, B. Kosin made a motion to adjourn the meeting. M. Sommerfield seconded the motion. On voice vote, all members voted aye. The meeting adjourned at 4:12 p.m.

APPENDIX F

St. Mary's Analysis

LAW OFFICES
ZUKOWSKI, ROGERS, FLOOD & MCARDLE
50 VIRGINIA STREET
CRYSTAL LAKE, ILLINOIS 60014

(815) 459-2050
JEFFREY E. HYMEN FAX (815) 459-9057
jhymen@zrfmlaw.com www.zrfmlaw.com

October 31, 2024

Crystal Lake Historic Preservation Commission
100 West Woodstock St.
Crystal Lake, IL 60014

Attn: Brittany Niequist, Chair

RE: St. Mary's Episcopal Church – Tarpley/Gates House

Ms. Niequist,

Our office has been retained by St. Mary's Episcopal Church ("St. Mary's" or "the Church") in regard to its property located at 210 McHenry Avenue, Crystal Lake, IL 60014 (the "Property"). This letter is written to the Crystal Lake Historical Preservation Commission ("HPC") in advance of the HPC's upcoming November 7, 2024 meeting regarding the application for landmark designation as has been propounded. The HPC initially discussed the Property and St. Mary's plan for demolition of the Tarpley/Gates House (the "Building") at its September 5, 2024 meeting.

Following that meeting an application for landmark designation (the "Application") was filed with the HPC in an effort to landmark the Building, which would essentially prohibit St. Mary's from proceeding with its planned demolition. For the reasons that follow, it is the position of St. Mary's that the Building constitutes a hazard to visitors on the Property, and unfortunately, the cost of maintaining/restoring it is cost prohibitive as well as a significant liability to the church.

The Building has had significant issues and problems for several years, which St. Mary's has not been able to afford to remediate. The cost and time involved would've required St. Mary's to substantially divert from its primary mission, which is to worship God and serve all God's people, especially those on the margins of society. St. Mary's officially closed the Building in October of 2023 due to the presence of mold and asbestos on the 2nd floor, which left the Building unusable.

In further regard, it should be noted that St. Mary's performed an assessment of the Building in September 2010, attached hereto as Exhibit A (the "Assessment") which identified many significant issues with the Building as follows:

- Roof is 25 years old and contains leaks/ Water damage on ceiling
- Exterior access not ADA-compliant

- Noticeable smell of mold on the first floor and other rooms
- Bathrooms not ADA-complaint and do not meet code
- Areas of foundation showing deterioration
- Plumbing outdated
- Faulty electrical system

According to the Assessment, the estimated cost of rehabilitation (in 2010) would likely range between $500,000 and $625,000, and that's assuming that the rehabilitation would only be a preservation and adaptive re-use of the interiors rather than a full historic restoration. This amount constitutes three times the current operating budget of St. Mary's. Many of the conditions discussed above have worsened, and the cost of materials required to restore the building has likely increased these costs significantly over the past 14 years.

Further, St. Mary's engaged JMS Environmental Associates, Ltd. to perform an Asbestos Bulk Building Inspection in October 2023, and an Asbestos Abatement Completion Report in February 2024 (the "Reports"). The Reports each confirm the substantial presence of mold and asbestos in the Building. This remediation would be required in order to rehabilitate the Building. Pictures from each of the Reports displaying the interior of the Building are included as Exhibit B for reference. As noted, there are significant asbestos, mold, and other issues in this Building.

St. Mary's serves a vital purpose in the Crystal Lake community by providing a place of worship and community for Episcopalians in McHenry County. St. Mary's also serves the community by: providing support to local nonprofits like the Crystal Lake Food Pantry; providing space for recovery groups (7 recovery groups meet on the St. Mary's campus weekly); partnering with local nonprofits like the Raue Center (Raue Center School for the Arts runs programs on the St. Mary's campus); providing welcoming space for the LGBTQIA community (St. Mary's is one of only a few affirming churches in Crystal Lake); partnering with locals schools to support students in need; and most recently launching a program with other churches to house and support refugee/migrant families in McHenry County.

Worship and service are at the heart of St. Mary's mission. Landmarking and requiring St. Mary's to restore the Building would detrimentally and significantly impact the Church, its 53 member families, and those we serve. In order to preserve the Building, St. Mary's would require the Church to secure substantial resources and effort to undertake the restoration project. This would divert financial and human resources away from serving the community. If St. Mary's is forced to cut back on certain programs and initiatives which serve to benefit the members and the broader Crystal Lake community, then as a consequence, the church may fail to survive.

Currently, churches across the United States are struggling to stay afloat for a multitude of reasons, including but not limited to changing financial realities and society's everchanging perspective on religion. The Episcopal Church is a minority Christian denomination in McHenry County and the congregation at St. Mary's has always been small, as there are currently just over 50 members. There are only three Episcopal churches in McHenry County. These three churches are undergoing a strategic reorganization, working together in partnership to ensure their long-term vitality.

Accordingly, it is unreasonable to impose substantial restoration obligations on a small congregation such as St. Mary's, because the cost will ultimately be borne directly by church members. Despite the historical significance of the Building, requiring the church and its members to bear the cost of restoration will result in more widespread and immediate consequences which are harmful to the community.

Pursuant to the Minutes of the HPC meeting on September 5, 2024, the HPC requested St. Mary's explore whether they could attempt to:

- "Parcel-off" and sell the building, or
- Obtain grants or other public support

St. Mary's has investigated each of these options and has made the determination that neither solution is feasible. In determining the feasibility of grant funding and adaptive reuse, St. Mary's worked with Partners for Sacred Places, a national leader in restoring and preserving sacred spaces.

It is imperative that the Building be demolished as soon as possible. St. Mary's regularly invites individuals, including children, to participate in programs and events on the Property. The Building, which sits at the center of the Property, constitutes a hazard, and is dangerous to the Church as well as the surrounding public. The faulty electrical systems or wiring could potentially start a fire, the mold and asbestos are toxic to individuals, and the integrity of the roof is compromised, which could result in flooding and additional damage. There is an urgent need to demolition the Building.

Landmarking and requiring St. Mary's to restore the Building will harm the Church's ability to serve the public, which is their primary mission. As a small, local church with only 53 members, St. Mary's does not have the resources, finances, or administrative capacity to facilitate a full-scale restoration effort. While the Building may have historical value, the Building currently is a hazard to the community, and St. Mary's is not in a position to abandon its primary mission in order to restore the non-essential, dilapidated Building.

Finally, St. Mary's hereby invites any HPC member to visit and tour the Building ahead of the November 7 meeting. This opportunity will allow the HPC to become more familiar with the condition and current state of the Building's interior prior to casting a vote. If interested, please contact Catherine Williams at: catewilliams12@gmail.com to schedule an appointment. Only one HPC member may visit at any given time. A member of St. Mary's will be present to provide the tour.

If you have any questions, please feel free to contact me at (815) 459-2050.

Very truly yours,

Jeffrey E. Hymen

EXHIBIT A

September 11, 2010

The Reverend Chip Graves, Rector
St. Mary's Episcopal Church
290 Grove Street
Crystal Lake, Illinois 60014

Subject: Assessment of Tarpley House
St. Mary's Crystal Lake

Dear Reverend Graves:

At your request, I performed an assessment of Tarpley House at the St. Mary's complex on September 11, 2010. The purpose of the assessment is to provide members of the St. Mary's Building Committee with an assessment of the current condition and potential costs for either replacement or rehabilitation. Participating in the inspection were Reverend Graves and Ms. Cate Williams, a long time member of the parish who has extensive knowledge of the building.

BACKGROUND

Tarpley House is a Federalist style two story brick home built in 1852. To the west of the main part of the house is a one and a half story brick building which appears to be older. Tarpley House is attached to the rest of the Parish complex via a frame connection located to the east. A single story cinderblock addition was added to the north side of the house. It was reported that the building is not considered historic based on an assessment made many years ago by the City of Crystal Lake. A review of the City of Crystal Lake's Historic Preservation Commission web site notes that a similarly styled building, the Colonel Parker House, which was built in 1858. The Colonel Parker House bears a strong resemblance in construction to Tarpley House. Tarpley House is not currently listed on the Historic Preservation Commission's list of landmarked properties. Only one property in Crystal Lake, the Columbus Wallace House built in 1851, is older than Tarpley House.

The building is currently used by the Parish for a variety of functions including teen programs, meetings space for the Vestry, Alcoholic Anonymous and other groups. The building also serves as offices for an independently run pre-school which rents space from the Parish. The pre-school does not hold classes in the building but does store an extensive amount of materials in the building. There are no existing plans for the building. The building appears to be between 2,000 and 2,500 square feet in size.

The Parish does not currently have a vision for any particular re-use of the existing building nor has it articulated a vision for what space needs that the Parish might have beyond the current use of the building. The purpose of this assessment is to provide the Parish with a status of the building's condition, potential code issues that would need to addressed if the building were to be retained and "order of magnitude" estimates of the costs to bring the building up to current codes or replace the building. This assessment is not meant to be a

detailed inspection of the property, its compliance with all aspects of City of Crystal Lake's Building Code, or a substitution for a detailed design and cost estimate that would be provided as part of any contract document preparation.

FINDINGS

Exterior. The exterior of the building is in generally fair condition. The roof was reported to be over 25 years old and that there are numerous leaks in the roofing membrane. There is evidence of cupping of the roofing shingles and loss of roofing membrane throughout the building. The eave fascias in many areas were noted to be very deteriorated and possibly rotted. The roof's eaves typically have gutters with downspout leaders that drain close to the foundation. The gutters and downspouts are in fair condition. The brick exterior of the building appears to be in generally good condition. The mortar does not exhibit signs of deterioration or the need for tuckpointing. The larger windows are double hung. The age of the windows is not known but from the condition and details of the windows, the windows appear to be very old although not necessarily original to the construction of the house. Some windows have storm windows but some of the first floor windows do not have storms. Many of the window sills and other exposed wood areas are in need of painting.

The concrete stairway and porch for the main entrance are in poor condition. The timber framed addition to the north of the main part of the house is in fair condition but needs painting. The exterior access to the building does not comply with the requirements of the Americans with Disability Act since there are no ramps to access the building.

Interior. The interior of the building is in generally fair to poor condition.

There is a noticeable smell of mold in the main room of the first floor. Since the presence of mold is considered a health hazard, it is strongly recommended that an environmental assessment of the building be completed as soon as possible to determine whether or not the mold represents a health hazard to people occupying the building. Use of the space should be limited until the results of the assessment are completed.

The first floor consists of a large room which was presumably created by removing interior partition walls and opening the north wall of the original building to the cinderblock addition built on the north side of the house. There are three small meeting rooms along the east side of the building. These rooms are located in the frame addition of the east of the main building. There is a small office/sitting area located immediately to the west of the main entrance of the building. Lighting in the large room is provided by dual fixture florescent lamps affixed to the ceiling. There are carpet tiles attached to a portion of the floor in the main room. There were several areas of water damage to the ceiling. One area was located at the junction between the cinderblock addition and the main building and the other was at the northeast corner of the junction between the main building and the addition located to the east.

There is a kitchen area to the west of the main room which has been converted to storage for the pre-school. The floor of the kitchen appears to have old nine inch square asbestos based

tile squares. Since the tile is non-friable, there is no immediate hazard posed by the tiles. To the west of the kitchen area is an office space which is utilized by the pre-school.

The second floor consists of a series of five small rooms used for classrooms and two small bathrooms. The rooms are in general fair condition. Most rooms have suspended ceilings which hang below much higher ceilings that are original to the building. Where the existing ceiling is exposed, it is in generally good condition except for the storage area at the north end of the north addition to the main building. There is one main exit from the second the floor to the first floor and an additional stairway that exits to the kitchen. There is also an exit that exits directly to the outside and grade via wood stairs. The bathrooms are in generally poor condition, not ADA compliant and probably do not meet code for the number of lavatories and sinks required based on use of the building. There are no bathroom facilities located on the first floor.

The attic space is accessible from the second floor. The attic was in generally good condition with no obvious signs of deterioration. The attic is used for the storage of a variety of items.

There are two basements for the house. The main basement is located directly below the main house and west addition. The foundation consists of field stone walls mortared into place. The basement area under the west addition to the house was damp. There are areas of the foundation walls that show signs of deterioration and loss of mortar. The exposed timber beams and joists were found to be in generally good condition with the exception of some evidence of wetting of the joists in the southwest corner of the main building's basement. There is also a deteriorated timber stub column that supports one of the beams to the foundation that appears to be rotted due to damp or insect infestation.

The second basement is located under the north cinderblock addition. It was reported that this space has had past problems with mold and remains very damp. The walls of the basement are formed with cinderblocks and have lightwells. The floor of this basement has nine inch square asbestos based tile squares. There was a very noticeable mold smell in the room. There is a lot of the pre-school's materials stored in this space.

Given the age of the building, it is suspected that much of the paint in the building is lead based. While the lead paint is "encapsulated" with newer, non-lead based paint products, the original lead paint is still in place and would probably have to be remediated if the space were to continue to be used.

Electrical, Mechanical and Plumbing Systems. It was reported that the electrical wiring is cloth wrapped. It is suspected that the wiring may be spool and insulator type wiring where the wires run exposed along the studs and are affixed using ceramic insulators. This would be a very common type of wiring used in a house of this age which does not have upgraded electrical service. There are a variety of switch types found throughout the building including traditional on/off switches, push buttons and rotating switches. Newer wiring is found in exposed wire mold and conduit. There are two electrical panels in the basement.

One panel utilizes four cartridge type fuses and one panel uses circuit breakers. It appears that the total service to the building is on the order of 120 amps.

Heat is provided through a boiler with a combination of baseboard and radiator type heating. The tag on the boiler indicates that it was installed in 1991 meaning that the boiler is nearly 30 years old. The heat piping in the basement is wrapped with asbestos insulation which appears to be reasonably sound. The baseboard heating units on the first floor are in poor condition with the covers loose or fallen off. There is a hot water tank that provides hot water to the building.

The plumbing and waste piping system appears to be adequate although old. The sink in the bathroom on the second floor is very old.

Life Safety. Generally, the building does not comply with current life safety codes. There are only a limited number of fire extinguishers present. Exits are denoted with paper exit signs. Most doors do not have panic hardware. Rooms did not appear to have either smoke or carbon monoxide detectors. None of the spaces are sprinkled.

DISCUSSION

Tarpley House is a unique building, much modified, which nevertheless represents a connection of the very earliest settlement of the Crystal Lake area. Simply by virtue of the house's age and that it represents perhaps one of the earliest surviving buildings in the area, it is likely that any decisions regarding rehabilitation or replacement will come under closer scrutiny by the City of Crystal Lake. Although churches are general found exempt from the requirements for landmark status, serious consideration must be given to the perception that any actions taken with respect of the building would have in the community. Having a vision for either the current building's adaptive reuse or a vision for a replacement building which significantly increases the Parish's visibility in the community through outreach and other works will help to reduce the impact of whatever decision is made with respect to the building.

With this as a background for any decisions made with respect to the existing building, it can be said that Tarpley House appears to be structurally sound and could be rehabilitated. For a building that may be in excess of 150 years of age, the building does exhibit significant problems beyond those that would be expected from a building of this age. The following summarize the work that would need to be accomplished if a decision were made to retain the building:

- Replace the roof, repair all fascia and eaves, install new gutters and downspouts. The downspouts should extend well beyond the edges of the building to reduce the possibility of water infiltration through the foundation.
- Replace or repair all windows to make them more energy efficient.
- Strip, repair and paint all exterior wood surfaces.
- Replace the main entrance stairway and develop accessible ramping to allow access to the building.

- Remove all interior walls to the studs and replace with new drywall materials. Insulate the exterior walls. Consider moving walls as necessary to create spaces that meet the needs of the Parish.
- Install new electrical, heating and plumbing systems throughout the building.
- Expose all foundations, install new drain tile and dampproof all foundations. Patch the interior of the existing field stone footings. Consider removing the cinderblock building to the north of the historic buildings since the cinderblock block building appears to be susceptible to mold and water infiltration.
- Develop new access between the first and second floors with a suitable second means of egress from the second floor.
- Removal all existing asbestos based tiles and mastics.

Note that any rehabilitation of the existing building or the construction of a new building will require full compliance with both ADA and life safety provision of the local building code. For ADA, this will mean wider doors, ramps to the exterior and to the other portions of the Parish complex and compliant bathrooms. For life safety, this will in all likelihood mean the installation of sprinkers throughout the building, smoke and carbon monoxide detectors, code compliant exit signs and strobe lights, panic hardware on doors and pull stations. Depending on the jurisdiction and interpretation of the building code, any rehabilitation or replacement may trigger life safety upgrades for the remainder of the Parish Buildings as well. This fact should be discussed with the City's Building Code administrator but still should not be taken as a guarantee of any review of the plans.

COSTS

Recent construction of new facilities by the Diocese of Chicago show that the cost for a new Parish Meeting/Education space is on the order of $250 to $350 per square foot. This would be exclusive of any costs associated with the demolition of the existing building. The estimated cost to replace the existing building with building of similar 2,500 square foot size would be between $625,000 and $875,000. It should be noted, however, that the construction of a new facility should be based on the needs of the congregation with allowance for growth. For a Parish of the size of St. Mary's, the total space required to support Parish activities, exclusive of worship, should be on the order of 15,000 square feet. As such, any new spaces should be sized with this in mind. It is not practical to look at the replacement of Tarpley House on a size for size basis.

The cost to demolish Tarpley House is probably on the order of $50,000 including the partial removal of the foundations and backfill of the foundations. It should be noted that many communities have significantly increased the cost of their demolition permits to make the removal of existing housing stock less economically beneficial. In Evanston, Bishop and Trustees moved to demolish two apartment buildings that were part of a mission congregation. The cost of the demolition permit was $10,000 per building. Fortunately, B&T was able to have the fees waived but this fact must be investigated when determining the cost of any demolition.

One possible alternative to demolition would be to sell the building to allow it to be moved. This might be a good compromise to preserve a potential historic building and shifting the problem of rehabilitation to a new owner.

Assuming that the Parish could develop a reuse for Tarpley House, the estimated cost of rehabilitation would be on the order of $200 to $250 per square foot or a $500,000 to $625,000 project. This assumes that the rehabilitation would not be a full historic restoration but rather preservation and adaptive reuse of the interiors.

EXHIBIT B

ASBESTOS ABATEMENT COMPLETION REPORT

of the

Tarpley House
Crystal Lake, McHenry County, Illinois

PREPARED FOR:

St. Mary's Episcopal Church, Crystal Lake
210 McHenry Avenue
Crystal Lake, IL 60014

JMS PROJECT: J-25910



PREPARED BY:

JMS Environmental Associates, Ltd.
816 Burr Oak Drive
Westmont, Illinois 60559

February 16, 2024

JMS Environmental Associates, Ltd.

816 Burr Oak Drive ● Westmont, IL. 60559 ● Tel: (630) 655-8500 ● Fax: (630) 655-8500

February 16, 2024

St. Mary's Episcopal Church, Crystal Lake
210 McHenry Avenue
Crystal Lake, IL 60014

ATTN: Catherine Williams

RE: Asbestos Abatement Project Completion Report;
Tarpley House Asbestos Abatement;
Crystal Lake, McHenry County, Illinois

JMS Project: J-25910

Dear Ms. Williams:

The following report covers the results of the Asbestos Abatement Project that was performed for St. Mary's Episcopal Church at the Tarpley House from February 5, 2024 to February 13, 2024. JMS Environmental Associates Ltd. (JMS) was retained to provide on-site asbestos removal activities involving the removal of asbestos containing insulation from the west basement; asbestos flooring from the east basement, connecting hallway, areas throughout the 1st floor, and 2nd floor bathrooms; and asbestos containing 2' by 4' ceiling tile with red backing in 3 rooms on the 2nd floor. The asbestos work was performed by the licensed asbestos abatement subcontractor, Vortex Environmental, Inc. The asbestos abatement work activities were performed in accordance with existing Illinois EPA, Illinois Department of Public Health (IPDH) and OSHA rules and regulations.

Removal was completed in the two basement areas on February 8th and on the 1st and 2nd floors on February 9th. Basement air clearances were collected by JMS on February 9th and air clearances for the 1st and 2nd floor were performed on February 12th. The abatement work area passed a visual inspection and the clearance air testing criteria of < 0.01 fibers per cubic centimeter. Based upon the visual inspection and analytical data results, the subject area was reopened after teardown on February 13th to church personnel.

This final asbestos project report also includes the original laboratory and field data sheets and project submittals including project field documentation along with the final asbestos waste manifests and other asbestos abatement contractor work submittals.

If you have any questions regarding the project analytical results, please do not hesitate to contact us at JMS.

Respectfully submitted,

JMS ENVIRONMENTAL ASSOCIATES, LTD.

Christopher J. Waddell
Project Manager
(IDPH Asbestos License Number 100-20447)

Reviewed by,

JMS ENVIRONMENTAL ASSOCIATES, LTD.

Joseph M. Sterner, MS
Environmental Director/President
(IDPH Asbestos License Number 100-0209)

JMS ANALYTICAL DATA RESULTS & FIELD SHEETS

JMS ENVIRONMENTAL ASSOCIATES, LTD.

816 Burr Oak Drive * Westmont, Illinois 60559 * (630) 655-8500 * Fax (630) 655-8724

February 09, 2024

St. Mary's Episcopal Church, Crystal Lake
210 McHenry Avenue
Crystal Lake, IL 60014

ATTN: Catherine Williams

RE: Airborne Fiber Monitoring Results of samples submitted 02/07/2024
Project : Tarpley House Removal
JMS Project: 25910
JMS Batch: 36435

Dear Ms. Williams:

The following report concerns the air monitoring samples submitted to JMS Environmental Associates, Ltd for analysis of total airborne fibers. Sample(s) have been analyzed in accordance with the NIOSH Analytical Method 7400, issue 3, dated 14 June 2019 as titled "Asbestos and Other Fibers by PCM". An area of each filter is scanned using a phase contrast microscope at 400X magnification; fibers present are sized and counted. All fibers larger than or equal to 5 microns are counted.

Concentration of airborne fibers is calculated using the sample volumes provided. The results are summarized on the attached sheet.

Sample(s) will be discarded after 3 (three) months unless instructed otherwise by the client.

Thank you for consulting JMS Environmental Associates in this matter. If you have any questions concerning this report or the results, please feel free to contact us at (630) 655-8500.

Respectfully submitted,

JMS ENVIRONMENTAL ASSOCIATES, LTD.

Robert J. Dal Santo
Manager
Analytical Services

Enclosure

JMS Environmental Associates, LTD.

Total Airborne Fiber Report

Batch #:	36435
Project #:	25910

Client: St. Mary's Episcopal Church, Crystal Lake
Client Project: Tarpley House Removal
Client Project #:
Date of Analysis: Friday, February 9, 2024

Method:	NIOSH 7400 Rev. 6/14//2019
Microscope Model:	Nikon Alphaphot 2 (#144548)
Field Area:	0.00817 mm^2
Filter Area:	385 mm^2
Interlab CV:	0.098
MDL:	0.055 Fibers/field

Blanks:

Mean of Field Blanks: 0 Fibers/Fields

Log number	Sample ID	Fibers	Fields
380780	25910-02-0509	0	100
380781	25910-02-0510	0	100

Results: (Blank Corrected)

Sample Log #	Sample ID	Fibers	Fields	Fibers/Field	Vol(L)	Fibers/CC	Comments
380772	25910-02-0501	76	100	0.760	1200	0.030	
380773	25910-02-0502	52	100	0.520	1200	0.020	
380774	25910-02-0503	101	40	2.525	1200	0.099	
380775	25910-02-0504	86	100	0.860	1200	0.034	
380776	25910-02-0505	100	88	1.136	1200	0.045	
380777	25910-02-0506	20	100	0.200	1200	0.008	
380778	25910-02-0507	100	76	1.316	1200	0.052	
380779	25910-02-0508	32	100	0.320	1200	0.013	

Batch Comments:

Analyzed by Robert Dal Santo

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This report must not be used to claim endorsement by an accrediting organization or any other agency of the U.S. Government.
Results relate only to the items tested.

JMS Environmental Associates, Ltd.

816 Burr Oak Drive • Westmont, IL 60559 • (630) 655-8500 • Fax (630) 655-8724

JMS PROJECT No.: J-25910

P.O. No.:

Page ___ of ___

CLIENT: St Mary's Episcopal Church CONTACT: Cate Williams REPORT TO: _____

PROJECT: 20 McHenry Ave PHONE: ( ) - _____

TAT: _____ HR. _____ DAY FAX: ( ) - _____

Results Needed by: STD EMAIL: _____

	Date Collected	Time Collected	Grab	Composite	Matrix*	Preservation Yes	Preservation No	# of Containers	Analysis Requested: RCM	Comments on Sample: Volume (L)
25910-02-0501	2/5/24	14:00			S		X	1	X	1200
25910-02-0510										0

Collected By: [signature]	Date: 2/5/24	Time: 14:00
Relinquished By: [signature]	Date: 2/7/24	Time: 16:40
Received By: [signature]	Date: 2/8/24	Time: 11:40
Relinquished By:	Date:	Time:
Received By:	Date:	Time:
Relinquished By:	Date:	Time:
Received By:	Date:	Time:
Lab Submitted to:	Phone:	

Lab Use Only

Seals intact upon Receipt	☐ Yes	☐ No	☐ N/A
Broken Container(s)	☐ Yes	☐ No	
All Containers labeled	☐ Yes	☐ No	
Received in Ice	☐ Yes	☐ No	☐ N/A
All Samples Accounted for	☐ Yes	☐ No	
Suspected Contamination	☐ Yes	☐ No	

Comments:

* 1: Soil, 2:Water, 3:Sludge, 4: Bulk Building Material, 5: Air, 6: Dust, 7:Other

FIELD DATA AND SUMMARY OF AIR QUALITY RESULTS

JMS Environmental Associates, Ltd. JMS
816 Burr Oak Drive Westmont, Illinois 60559 (630) 655-8500 Fax: (630) 655-8724

CLIENT: St Mary's Episcopal Church
LOCATION: 210 Mc Henry Ave
JMS PROJECT #: J25910J
SAMPLING DATE: 5 February 2025
TECHNICIAN: C. Waddell

JMS SAMPLE ID	ACTIVITY	SAMPLE TYPE	SAMPLE LOCATION	TIME START	TIME STOP	TOTAL TIME (MIN.)	FLOW START STOP (L/MIN.)	VOLUME (L)	TOTAL FIBERS	TOTAL FIELDS	FIBERS PER CC
25910-0501	Prep	BK	1st Floor East	8:00	10:00	120	10.0	1200	76	100	0.030
0502	Prep	BK	1st Floor West	8:00	10:00	120	10.0	1200	52	100	0.020
0503	Prep	BK	BSMT East	8:00	10:00	120	10.0	1200	101	40	0.099
0504	Prep	BK	2nd Floor East	8:00	10:00	120	10.0	1200	86	100	0.034
0505	Prep	BK	BSMT West	10:00	12:00	120	10.0	1200	100	88	0.045
0506	Prep	IC	BSMT West	12:00	14:00	120	10.0	1200	20	100	0.008
0507	Prep	IC	1st Floor East	10:00	12:00	120	10.0	1200	100	76	0.052
0508	Prep	IC	BSMT East	10:00	12:00	120	10.0	1200	32	100	0.013
0509	Field		Blank #1	←					0	100	–
0510	Field		Blank #2	←					0	100	–

Key to Abbreviations

ACTIVITY:
PREP - site prep
REM - gross removal
GLBG - glovebag
CLN - clean-up
BGLO - bag loadout
CL - clearance

SAMPLE TYPE:
BK - background
PER - periodic air monitoring
PRS - personal
EX - excursion

OC - outside containment
IC - inside containment

Minimum Detection Limit: 5.5 Fibers per 100 Fields

"<" Indicates Less Than Detection Limit of Analytical Method

JMS ENVIRONMENTAL ASSOCIATES, LTD.

816 Burr Oak Drive * Westmont, Illinois 60559 * (630) 655-8500 * Fax (630) 655-8724

February 09, 2024

St. Mary's Episcopal Church, Crystal Lake
210 McHenry Avenue
Crystal Lake, IL 60014

ATTN: Catherine Williams

RE: Airborne Fiber Monitoring Results of samples submitted 02/07/2024
Project : Tarpley House Removal
JMS Project: 25910
JMS Batch: 36437

Dear Ms. Williams:

The following report concerns the air monitoring samples submitted to JMS Environmental Associates, Ltd for analysis of total airborne fibers. Sample(s) have been analyzed in accordance with the NIOSH Analytical Method 7400, issue 3, dated 14 June 2019 as titled "Asbestos and Other Fibers by PCM". An area of each filter is scanned using a phase contrast microscope at 400X magnification; fibers present are sized and counted. All fibers larger than or equal to 5 microns are counted.

Concentration of airborne fibers is calculated using the sample volumes provided. The results are summarized on the attached sheet.

Sample(s) will be discarded after 3 (three) months unless instructed otherwise by the client.

Thank you for consulting JMS Environmental Associates in this matter. If you have any questions concerning this report or the results, please feel free to contact us at (630) 655-8500.

Respectfully submitted,

JMS ENVIRONMENTAL ASSOCIATES, LTD.

Robert J. Dal Santo
Manager
Analytical Services

Enclosure

JMS Environmental Associates, LTD.

Total Airborne Fiber Report

Batch #:	36437
Project #:	25910

Client: St. Mary's Episcopal Church, Crystal Lake
Client Project: Tarpley House Removal
Client Project #:
Date of Analysis: Friday, February 9, 2024

Method:	NIOSH 7400 Rev. 6/14//2019
Microscope Model:	Nikon Alphaphot 2 (#144548)
Field Area:	0.00817 mm^2
Filter Area:	385 mm^2
Interlab CV:	0.098
MDL:	0.055 Fibers/field

Blanks: **Mean of Field Blanks:** 0 Fibers/Fields

Log number	Sample ID	Fibers	Fields
380791	25910-02-0605	0	100
380792	25910-02-0606	0	100

Results: (Blank Corrected)

Sample Log #	Sample ID	Fibers	Fields	Fibers/Field	Vol(L)	Fibers/CC	Comments
380787	25910-02-0601	28	100	0.280	480	0.027	
380788	25910-02-0602	6	100	0.060	480	0.006	
380789	25910-02-0603	100	86	1.163	480	0.114	
380790	25910-02-0604	72	100	0.720	360	0.094	

Batch Comments:

Analyzed by Robert Dal Santo

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Results relate only to the items tested.

JMS Environmental Associates, Ltd.

816 Burr Oak Drive • Westmont, IL 60559 • (630) 655-8500 • Fax (630) 655-8724

JMS PROJECT No.: J- 25910

P.O. No.:

CLIENT: St Mary's Episcopal Church CONTACT: Cate Williams REPORT TO:

PROJECT: 210 McHenry Ave PHONE: ( ) -

TAT: STD HR. 0 DAY FAX: ( ) -

Results Needed by: EMAIL:

	Date Collected	Time Collected	Grab	Composite	Matrix*	Preservation Yes	Preservation No	# of Containers	Analysis Requested: PCB	Comments on Sample: Volume (L)
25910-02-0601	2/6/24	14:00			5		X	1	X	480
	↓	↓			↓		↓	↓	↓	480
										480
										360
										0
25910-02-0606	↓	↓			↓		↓	↓	↓	0

Collected By: [illegible]	Date: 2/6/24	Time: 14:00
Relinquished By: [illegible]	Date: 2/7/24	Time: 16:40
Received By:	Date:	Time:
Relinquished By:	Date:	Time:
Received By:	Date:	Time:
Relinquished By:	Date:	Time:
Received By:	Date:	Time:
Lab Submitted to:	Phone:	

Lab Use Only

Seals intact upon Receipt	☐ Yes	☐ No	☐ N/A
Broken Container(s)	☐ Yes	☐ No	
All Containers labeled	☐ Yes	☐ No	
Received in Ice	☐ Yes	☐ No	☐ N/A
All Samples Accounted for	☐ Yes	☐ No	
Suspected Contamination	☐ Yes	☐ No	

Comments:

* 1: Soil, 2:Water, 3:Sludge, 4: Bulk Building Material, 5: Air, 6: Dust, 7:Other

FIELD DATA AND SUMMARY OF AIR QUALITY RESULTS

JMS Environmental Associates, Ltd. JMS
816 Burr Oak Drive Westmont, Illinois 60559 (630) 655-8500 Fax: (630) 655-8724

CLIENT: St Mary's Episcopal Church
LOCATION: 20 McHenry Ave
JMS PROJECT #: J25916
SAMPLING DATE: 6 February 2021 Tuesday
TECHNICIAN: C. Waddell

JMS SAMPLE ID	ACTIVITY	SAMPLE TYPE	SAMPLE LOCATION	TIME START	TIME STOP	TOTAL TIME (MIN.)	FLOW START STOP (L/MIN.)	VOLUME (L)	TOTAL FIBERS	TOTAL FIELDS	FIBERS PER CC
25916-02 0601	REM	IC	1st Floor East	9:00	13:00	240	2.0	480	28	100	0.027
0602	↓	↓	1st Floor West	9:00	13:00	240	2.0	480	6	100	0.006
0603	↓	↓	BSMT West	9:00	13:00	240	2.0	480	100	86	0.114
0604	↓	↓	BSMT East	11:00	14:00	180	2.0	360	72	100	0.094
0605	Field Blank #1			—	—	—	—	—	0	100	—
0606	Field Blank #2			—	—	—	—	—	0	100	—

Key to Abbreviations

ACTIVITY:
PREP - site prep
REM - gross removal
GLBG - glovebag
CLN - clean-up
BGLO - bag loadout
CL - clearance

SAMPLE TYPE:
BK - background
PER - periodic air monitoring
PRS - personal
EX - excursion

OC - outside containment
IC - inside containment

Minimum Detection Limit: 5.5 Fibers per 100 Fields

"<" Indicates Less Than Detection Limit of Analytical Method

JMS ENVIRONMENTAL ASSOCIATES, LTD.

816 Burr Oak Drive * Westmont, Illinois 60559 * (630) 655-8500 * Fax (630) 655-8724

February 09, 2024

St. Mary's Episcopal Church, Crystal Lake
210 McHenry Avenue
Crystal Lake, IL 60014

ATTN: Catherine Williams

RE: Airborne Fiber Monitoring Results of samples submitted 02/07/2024
Project : Tarpley House Removal
JMS Project: 25910
JMS Batch: 36436

Dear Ms. Williams:

The following report concerns the air monitoring samples submitted to JMS Environmental Associates, Ltd for analysis of total airborne fibers. Sample(s) have been analyzed in accordance with the NIOSH Analytical Method 7400, issue 3, dated 14 June 2019 as titled "Asbestos and Other Fibers by PCM". An area of each filter is scanned using a phase contrast microscope at 400X magnification; fibers present are sized and counted. All fibers larger than or equal to 5 microns are counted.

Concentration of airborne fibers is calculated using the sample volumes provided. The results are summarized on the attached sheet.

Sample(s) will be discarded after 3 (three) months unless instructed otherwise by the client.

Thank you for consulting JMS Environmental Associates in this matter. If you have any questions concerning this report or the results, please feel free to contact us at (630) 655-8500.

Respectfully submitted,

JMS ENVIRONMENTAL ASSOCIATES, LTD.

Robert J. Dal Santo
Manager
Analytical Services

Enclosure

JMS Environmental Associates, LTD.

Total Airborne Fiber Report

Batch #: 36436
Project #: 25910

Client: St. Mary's Episcopal Church, Crystal Lake
Client Project: Tarpley House Removal
Client Project #:
Date of Analysis: Friday, February 9, 2024

Method: NIOSH 7400 Rev. 6/14//2019
Microscope Model: Nikon Alphaphot 2 (#144548)
Field Area: 0.00817 mm^2
Filter Area: 385 mm^2
Interlab CV: 0.098
MDL: 0.055 Fibers/field

Blanks:

Mean of Field Blanks: 0 Fibers/Fields

Log number	Sample ID	Fibers	Fields
380785	25910-02-0704	0	100
380786	25910-02-0705	0	100

Results: (Blank Corrected)

Sample Log #	Sample ID	Fibers	Fields	Fibers/Field	Vol(L)	Fibers/CC	Comments
380782	25910-02-0701	100	68	1.471	480	0.144	
380783	25910-02-0702	100	56	1.786	480	0.175	
380784	25910-02-0703	56	100	0.560	480	0.055	

Batch Comments:

Analyzed by Robert Dal Santo

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Results relate only to the items tested.

JMS Environmental Associates, Ltd.

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JMS PROJECT No.: J- 25910

P.O. No.:

Page 1 of 1

CLIENT: St Marys Church CONTACT: Cate Williams REPORT TO:

PROJECT: 210 McHenry 2nd Grove St PHONE: ( ) -

TAT: _____ HR. _____ DAY FAX: ( ) -

Results Needed by: STD EMAIL:

	Date Collected	Time Collected	Grab	Composite	Matrix*	Preservation Yes	Preservation No	# of Containers	Analysis Requested: PCM	Comments on Sample: Volume (L)
25910-02-0701	2/7/24	13:00			S		X	1	X	480
25910-02-0702	〃	〃			〃		〃	〃	〃	480
25910-02-0703	〃	〃			〃		〃	〃	〃	480
25910-02-0704	〃	〃			〃		〃	〃	〃	0
25910-02-0705	〃	〃			〃		〃	〃	〃	0

Collected By:	Date: 2/7/24	Time: 13:00
Relinquished By:	Date: 2/7/24	Time: 16:40
Received By:	Date: 2/8/24	Time: 1145
Relinquished By:	Date:	Time:
Received By:	Date:	Time:
Relinquished By:	Date:	Time:
Received By:	Date:	Time:
Lab Submitted to:	Phone:	

Lab Use Only

Seals intact upon Receipt	☐ Yes	☐ No	☐ N/A
Broken Container(s)	☐ Yes	☐ No	
All Containers labeled	☐ Yes	☐ No	
Received in Ice	☐ Yes	☐ No	☐ N/A
All Samples Accounted for	☐ Yes	☐ No	
Suspected Contamination	☐ Yes	☐ No	

Comments:

* 1: Soil, 2:Water, 3:Sludge, 4: Bulk Building Material, 5: Air, 6: Dust, 7:Other

FIELD DATA AND SUMMARY OF AIR QUALITY RESULTS

JMS Environmental Associates, Ltd. JMS
816 Burr Oak Drive Westmont, Illinois 60559 (630) 655-8500 Fax: (630) 655-8724

CLIENT: St Mary's Episcopal Church
LOCATION: ~~2220 Grove St~~ 210 McHenry Ave **SAMPLING DATE:** 7 February 2024 Wednesday
JMS PROJECT #: J25910 **TECHNICIAN:** Co Waddell

JMS SAMPLE ID	ACTIVITY	SAMPLE TYPE	SAMPLE LOCATION	TIME START	TIME STOP	TOTAL TIME (MIN.)	FLOW START STOP (L/MIN.)	VOLUME (L)	TOTAL FIBERS	TOTAL FIELDS	FIBERS PER CC
25910-02-0701	REM	IC	1st Flr East	9:00	13:00	240	2.0	480	100	68	0.144
0702	↓	↓	1st Flr West	9:00	13:00	240	2.0	480	100	56	0.175
0703	↓	↓	BSMT East	9:00	13:00	240	2.0	480	56	100	0.055
0704		Field Blank #1		—	—	—	—	—	0	100	—
0705		Field Blank #2		—	—	—	—	—	0	100	—
~~0706~~											

Key to Abbreviations

ACTIVITY:
PREP - site prep
REM - gross removal
GLBG - glovebag
CLN - clean-up
BGLO - bag loadout
CL - clearance

SAMPLE TYPE:
BK - background
PER - periodic air monitoring
PRS - personal
EX - excursion

OC - outside containment
IC - inside containment

Minimum Detection Limit: 5.5 Fibers per 100 Fields

"<" Indicates Less Than Detection Limit of Analytical Method

JMS ENVIRONMENTAL ASSOCIATES, LTD.

816 Burr Oak Drive * Westmont, Illinois 60559 * (630) 655-8500 * Fax (630) 655-8724

February 13, 2024

St. Mary's Episcopal Church, Crystal Lake
210 McHenry Avenue
Crystal Lake, IL 60014

ATTN: Catherine Williams

RE: Airborne Fiber Monitoring Results of samples submitted 02/08/2024
Project : Tarpley House Removal
JMS Project: 25910
JMS Batch: 36449

Dear Ms. Williams:

The following report concerns the air monitoring samples submitted to JMS Environmental Associates, Ltd for analysis of total airborne fibers. Sample(s) have been analyzed in accordance with the NIOSH Analytical Method 7400, issue 3, dated 14 June 2019 as titled "Asbestos and Other Fibers by PCM". An area of each filter is scanned using a phase contrast microscope at 400X magnification; fibers present are sized and counted. All fibers larger than or equal to 5 microns are counted.

Concentration of airborne fibers is calculated using the sample volumes provided. The results are summarized on the attached sheet.

Sample(s) will be discarded after 3 (three) months unless instructed otherwise by the client.

Thank you for consulting JMS Environmental Associates in this matter. If you have any questions concerning this report or the results, please feel free to contact us at (630) 655-8500.

Respectfully submitted,

JMS ENVIRONMENTAL ASSOCIATES, LTD.

Robert J. Dal Santo
Manager
Analytical Services

Enclosure

JMS Environmental Associates, LTD.

Total Airborne Fiber Report

Batch #:	36449
Project #:	25910

Client: St. Mary's Episcopal Church, Crystal Lake
Client Project: Tarpley House Removal
Client Project #:
Date of Analysis: Tuesday, February 13, 2024

Method:	NIOSH 7400 Rev. 6/14//2019
Microscope Model:	Nikon Alphaphot 2 (#144548)
Field Area:	0.00817 mm^2
Filter Area:	385 mm^2
Interlab CV:	0.098
MDL:	0.055 Fibers/field

Blanks:

Mean of Field Blanks: 0.005 Fibers/Fields

Log number	Sample ID	Fibers	Fields
380939	25910-02-0803	0	100
380940	25910-02-0804	1	100

Results: (Blank Corrected)

Sample Log #	Sample ID	Fibers	Fields	Fibers/Field	Vol(L)	Fibers/CC	Comments
380937	25910-02-0801	68	100	0.675	360	0.088	
380938	25910-02-0802	40	100	0.395	360	0.052	

Batch Comments:

Analyzed by Robert Dal Santo

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Results relate only to the items tested.

JMS Environmental Associates, Ltd.

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JMS PROJECT No.: J- 25910

P.O. No.:

CLIENT: St Mary's Episcopal Church CONTACT: Cate Williams REPORT TO: _____

PROJECT: 218 Mc Henry Ave PHONE: ( ) - _____

TAT: _____ HR. _____ DAY FAX: ( ) - _____

Results Needed by: STD EMAIL: _____

	Date Collected	Time Collected	Grab	Composite	Matrix*	Preservation Yes	Preservation No	# of Containers	Analysis Requested: PCM	Comments on Sample: Volume (L)
25910-02-0801	2/8/24	12:00			S		X	1	X	360
25910-02-0802	2/8/24	12:00			S		X	1	X	360
25910-02-0803	2/8/24	12:00			S		X	1	X	0
25910-02-0804	2/8/24	12:00			S		X	1	X	0

Collected By: [signature]	Date: 2/8/24	Time: 12:00
Relinquished By: [signature]	Date: 2/9/24	Time: 17:40
Received By: [signature]	Date: 2/12/24	Time: 11:00
Relinquished By:	Date:	Time:
Received By:	Date:	Time:
Relinquished By:	Date:	Time:
Received By:	Date:	Time:
Lab Submitted to:	Phone:	

Lab Use Only

Seals intact upon Receipt	☐ Yes	☐ No	☐ N/A
Broken Container(s)	☐ Yes	☐ No	
All Containers labeled	☐ Yes	☐ No	
Received in Ice	☐ Yes	☐ No	☐ N/A
All Samples Accounted for	☐ Yes	☐ No	
Suspected Contamination	☐ Yes	☐ No	

Comments:

* 1: Soil, 2:Water, 3:Sludge, 4: Bulk Building Material, 5: Air, 6: Dust, 7:Other

FIELD DATA AND SUMMARY OF AIR QUALITY RESULTS

JMS Environmental Associates, Ltd. JMS
816 Burr Oak Drive Westmont, Illinois 60559 (630) 655-8500 Fax: (630) 655-8724

CLIENT: St Mary's Episcopal Church
LOCATION: 210 McHenry Ave
JMS PROJECT #: J25910
SAMPLING DATE: 8 February 2024 Thursday
TECHNICIAN: Co Waddell

JMS SAMPLE ID	ACTIVITY	SAMPLE TYPE	SAMPLE LOCATION	TIME START	TIME STOP	TOTAL TIME (MIN.)	FLOW START STOP (L/MIN.)	VOLUME (L)	TOTAL FIBERS	TOTAL FIELDS	FIBERS PER CC
25910-02-0801	REM	IC	1st Flr Kitchen	9:00	12:00	180	20	360	68	100	0.088
0802	↓	IC	1st Flr East	9:00	12:00	180	2.0	360	40	100	0.052
0803	Field Blank #1			—					0	100	—
0804	Field Blank #2			—					1	100	—

Key to Abbreviations

ACTIVITY:
PREP - site prep
REM - gross removal
GLBG - glovebag
CLN - clean-up
BGLO - bag loadout
CL - clearance

SAMPLE TYPE:
BK - background
PER - periodic air monitoring
PRS - personal
EX - excursion
OC - outside containment
IC - inside containment

Minimum Detection Limit: 5.5 Fibers per 100 Fields

"<" Indicates Less Than Detection Limit of Analytical Method

JMS ENVIRONMENTAL ASSOCIATES, LTD.

816 Burr Oak Drive * Westmont, Illinois 60559 * (630) 655-8500 * Fax (630) 655-8724

February 13, 2024

St. Mary's Episcopal Church, Crystal Lake
210 McHenry Avenue
Crystal Lake, IL 60014

ATTN: Catherine Williams

RE: Airborne Fiber Monitoring Results of samples submitted 02/09/2024
Project : Tarpley House Removal
JMS Project: 25910
JMS Batch: 36450

Dear Ms. Williams:

The following report concerns the air monitoring samples submitted to JMS Environmental Associates, Ltd for analysis of total airborne fibers. Sample(s) have been analyzed in accordance with the NIOSH Analytical Method 7400, issue 3, dated 14 June 2019 as titled "Asbestos and Other Fibers by PCM". An area of each filter is scanned using a phase contrast microscope at 400X magnification; fibers present are sized and counted. All fibers larger than or equal to 5 microns are counted.

Concentration of airborne fibers is calculated using the sample volumes provided. The results are summarized on the attached sheet.

Sample(s) will be discarded after 3 (three) months unless instructed otherwise by the client.

Thank you for consulting JMS Environmental Associates in this matter. If you have any questions concerning this report or the results, please feel free to contact us at (630) 655-8500.

Respectfully submitted,

JMS ENVIRONMENTAL ASSOCIATES, LTD.

Robert J. Dal Santo
Manager
Analytical Services

Enclosure

JMS Environmental Associates, LTD.

Total Airborne Fiber Report

Batch #: 36450
Project #: 25910

Client: St. Mary's Episcopal Church, Crystal Lake
Client Project: Tarpley House Removal
Client Project #:
Date of Analysis: Tuesday, February 13, 2024

Method: NIOSH 7400 Rev. 6/14//2019
Microscope Model: Nikon Alphaphot 2 (#144548)
Field Area: 0.00817 mm^2
Filter Area: 385 mm^2
Interlab CV: 0.098
MDL: 0.055 Fibers/field

Blanks:

Mean of Field Blanks: 0 Fibers/Fields

Log number	Sample ID	Fibers	Fields
380944	25910-02-0904	0	100
380945	25910-02-0905	0	100

Results: (Blank Corrected)

Sample Log #	Sample ID	Fibers	Fields	Fibers/Field	Vol(L)	Fibers/CC	Comments
380941	25910-02-0901	16	100	0.160	360	0.021	
380942	25910-02-0902	36	100	0.360	360	0.047	
380943	25910-02-0903	14	100	0.140	360	0.018	

Batch Comments:

Analyzed by Robert Dal Santo

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Results relate only to the items tested.

JMS Environmental Associates, Ltd.

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JMS PROJECT No.: J- 25910

P.O. No.:

CLIENT: ~~JMS~~ St Mary's Episcopal Church

CONTACT: Cate Williams

REPORT TO:

PROJECT: 210 McHenry Ave

PHONE: ( ) -

TAT: _____ HR. _____ DAY

FAX: ( ) -

Results Needed by: STD

EMAIL:

	Date Collected	Time Collected	Grab	Composite	Matrix*	Preservation Yes	Preservation No	# of Containers	Analysis Requested: PCM	Comments on Sample: Volume
25910-02-0901	2/9/24	12:02			S		X	2	X	360
≀	↓	↓			↓		↓	↓	↓	360
≀										360
25910-02-0905	↓	↓			↓		↓	↓	↓	0
										0

Collected By: CT Waddell	Date: 2/9/24	Time: 12:02
Relinquished By: CT Waddell	Date: 2/9/24	Time: 17:40
Received By:	Date:	Time:
Relinquished By:	Date:	Time:
Received By:	Date:	Time:
Relinquished By:	Date:	Time:
Received By:	Date:	Time:
Lab Submitted to:	Phone:	

Lab Use Only

Seals intact upon Receipt	☐ Yes	☐ No	☐ N/A
Broken Container(s)	☐ Yes	☐ No	
All Containers labeled	☐ Yes	☐ No	
Received in Ice	☐ Yes	☐ No	☐ N/A
All Samples Accounted for	☐ Yes	☐ No	
Suspected Contamination	☐ Yes	☐ No	

Comments:

* 1: Soil, 2:Water, 3:Sludge, 4: Bulk Building Material, 5: Air, 6: Dust, 7:Other

FIELD DATA AND SUMMARY OF AIR QUALITY RESULTS

JMS Environmental Associates, Ltd. JMS
816 Burr Oak Drive Westmont, Illinois 60559 (630) 655-8500 Fax: (630) 655-8724

CLIENT: St Marys Episcopal Church
LOCATION: 210 McHenry Ave
JMS PROJECT #: J25910
SAMPLING DATE: 9 February 2024 Friday
TECHNICIAN: Co Waddell

JMS SAMPLE ID	ACTIVITY	SAMPLE TYPE	SAMPLE LOCATION	TIME START	TIME STOP	TOTAL TIME (MIN.)	FLOW START STOP (L/MIN.)	VOLUME (L)	TOTAL FIBERS	TOTAL FIELDS	FIBERS PER CC
~~25910-02~~ 0901	REM	IC	East RM 1st Flr	9:00	12:00	180	2.0	360	16	100	0.021
0902	↓	↓	2nd Flr NW	9:00	12:00	180	2.0	360	36	100	0.047
0903	↓	↓	Connecting HW	9:00	12:00	180	2.0	360	14	100	0.018
0904	Field Blank #1			—	—	—	—	—	0	100	—
0905	Field Blank #2			↓	—	—	—	—	0	100	—

Key to Abbreviations

ACTIVITY:
PREP - site prep
REM - gross removal
GLBG - glovebag
CLN - clean-up
BGLO - bag loadout
CL - clearance

SAMPLE TYPE:
BK - background
PER - periodic air monitoring
PRS - personal
EX - excursion

OC - outside containment
IC - inside containment

Minimum Detection Limit: 5.5 Fibers per 100 Fields

"<" Indicates Less Than Detection Limit of Analytical Method

JMS ENVIRONMENTAL ASSOCIATES, LTD.

816 Burr Oak Drive * Westmont, Illinois 60559 * (630) 655-8500 * Fax (630) 655-8724

February 12, 2024

St. Mary's Episcopal Church, Crystal Lake
210 McHenry Avenue
Crystal Lake, IL 60014

ATTN: Catherine Williams

RE: Airborne Fiber Monitoring Results of samples submitted 02/12/2024
Project : Tarpley House Removal
JMS Project: 25910
JMS Batch: 36446

Dear Ms. Williams:

The following report concerns the air monitoring samples submitted to JMS Environmental Associates, Ltd for analysis of total airborne fibers. Sample(s) have been analyzed in accordance with the NIOSH Analytical Method 7400, issue 3, dated 14 June 2019 as titled "Asbestos and Other Fibers by PCM". An area of each filter is scanned using a phase contrast microscope at 400X magnification; fibers present are sized and counted. All fibers larger than or equal to 5 microns are counted.

Concentration of airborne fibers is calculated using the sample volumes provided. The results are summarized on the attached sheet.

Sample(s) will be discarded after 3 (three) months unless instructed otherwise by the client.

Thank you for consulting JMS Environmental Associates in this matter. If you have any questions concerning this report or the results, please feel free to contact us at (630) 655-8500.

Respectfully submitted,

JMS ENVIRONMENTAL ASSOCIATES, LTD.

Robert J. Dal Santo
Manager
Analytical Services

Enclosure

JMS Environmental Associates, LTD.

Total Airborne Fiber Report

Batch #: 36446
Project #: 25910

Client: St. Mary's Episcopal Church, Crystal Lake
Client Project: Tarpley House Removal
Client Project #:
Date of Analysis: Monday, February 12, 2024

Method: NIOSH 7400 Rev. 6/14//2019
Microscope Model: Nikon Alphaphot 2 (#144548)
Field Area: 0.00817 mm^2
Filter Area: 385 mm^2
Interlab CV: 0.098
MDL: 0.055 Fibers/field

Blanks:

Mean of Field Blanks: 0 Fibers/Fields

Log number	Sample ID	Fibers	Fields
380926	25910-02-09104	0	100
380927	25910-02-09105	0	100

Results: (Blank Corrected)

Sample Log #	Sample ID	Fibers	Fields	Fibers/Field	Vol(L)	Fibers/CC	Comments
380923	25910-02-09101	12	100	0.120	1200	0.005	
380924	25910-02-09102	12	100	0.120	1200	0.005	
380925	25910-02-09103	6	100	0.060	1200	0.002	

Batch Comments:

Analyzed by Robert Dal Santo

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Results relate only to the items tested.

JMS Environmental Associates, Ltd.

816 Burr Oak Drive • Westmont, IL 60559 • (630) 655-8500 • Fax (630) 655-8724

JMS PROJECT No.: J-25910

P.O. No.:

CLIENT: St Mary's Episcopal Church CONTACT: Cate Williams REPORT TO:

PROJECT: 210 McHenry Ave PHONE: ( ) -

TAT: 4 HR. 1 DAY FAX: ( ) -

Results Needed by: 11 AM on 2/12 EMAIL:

	Date Collected	Time Collected	Grab	Composite	Matrix*	Preservation Yes	Preservation No	# of Containers	Analysis Requested: PCB	Comments on Sample: Volume (L)
25910-02-09101	2/9/24	15:00			5		X	1	X	1200
	↓	↓			↓		↓	↓	↓	1200
										1200
25910-02-09105	↓	↓			↓		↓	↓	↓	0
										0

Collected By:	Date: 2/9/24	Time: 15:00
Relinquished By:	Date: 2/9/24	Time: 17:40
Received By:	Date: 2/12/24	Time: 8:50am
Relinquished By:	Date:	Time:
Received By:	Date:	Time:
Relinquished By:	Date:	Time:
Received By:	Date:	Time:
Lab Submitted to:	Phone:	

Lab Use Only

Seals intact upon Receipt	☐ Yes	☐ No	☐ N/A
Broken Container(s)	☐ Yes	☐ No	
All Containers labeled	☐ Yes	☐ No	
Received in Ice	☐ Yes	☐ No	☐ N/A
All Samples Accounted for	☐ Yes	☐ No	
Suspected Contamination	☐ Yes	☐ No	

Comments:

* 1: Soil, 2:Water, 3:Sludge, 4: Bulk Building Material, 5: Air, 6: Dust, 7:Other

FIELD DATA AND SUMMARY OF AIR QUALITY RESULTS

JMS Environmental Associates, Ltd. JMS
816 Burr Oak Drive Westmont, Illinois 60559 (630) 655-8500 Fax: (630) 655-8724

CLIENT: St Mary's Episcopal Church
LOCATION: 210 McHenry Ave
JMS PROJECT #: J25910
SAMPLING DATE: 9 February 2024 Friday
TECHNICIAN: Co Waddell

JMS SAMPLE ID	ACTIVITY	SAMPLE TYPE	SAMPLE LOCATION	TIME START	TIME STOP	TOTAL TIME (MIN.)	FLOW START STOP (L/MIN.)	VOLUME (L)	TOTAL FIBERS	TOTAL FIELDS	FIBERS PER CC
25910-02-09101	CL	IC	East BSMT	1:00	3:00	120	10.0	1200	12	100	0.005
09102	↓	↓	West BSMT (Tent West)	1:00	3:00	120	10.0	1200	12	100	0.005
09103	↓	↓	West BSMT (Tent East)	1:00	3:00	120	10.0	1200	6	100	0.002
09104	Field Blank #1			—	—	—	—	—	0	100	—
09105	Field Blank #2			—	—	—	—	—	0	100	—

Key to Abbreviations

ACTIVITY:
PREP - site prep
CLN - clean-up
REM - gross removal
BGLO - bag loadout
GLBG - glovebag
CL - clearance

SAMPLE TYPE:
BK - background
PER - periodic air monitoring
PRS - personal
EX - excursion

OC - outside containment
IC - inside containment

Minimum Detection Limit: 5.5 Fibers per 100 Fields

"<" Indicates Less Than Detection Limit of Analytical Method

JMS ENVIRONMENTAL ASSOCIATES, LTD.

816 Burr Oak Drive * Westmont, Illinois 60559 * (630) 655-8500 * Fax (630) 655-8724

February 13, 2024

St. Mary's Episcopal Church, Crystal Lake
210 McHenry Avenue
Crystal Lake, IL 60014

ATTN: Catherine Williams

RE: Airborne Fiber Monitoring Results of samples submitted 02/12/2024
Project : Tarpley House Removal
JMS Project: 25910
JMS Batch: 36455

Dear Ms. Williams:

The following report concerns the air monitoring samples submitted to JMS Environmental Associates, Ltd for analysis of total airborne fibers. Sample(s) have been analyzed in accordance with the NIOSH Analytical Method 7400, issue 3, dated 14 June 2019 as titled "Asbestos and Other Fibers by PCM". An area of each filter is scanned using a phase contrast microscope at 400X magnification; fibers present are sized and counted. All fibers larger than or equal to 5 microns are counted.

Concentration of airborne fibers is calculated using the sample volumes provided. The results are summarized on the attached sheet.

Sample(s) will be discarded after 3 (three) months unless instructed otherwise by the client.

Thank you for consulting JMS Environmental Associates in this matter. If you have any questions concerning this report or the results, please feel free to contact us at (630) 655-8500.

Respectfully submitted,

JMS ENVIRONMENTAL ASSOCIATES, LTD.

Robert J. Dal Santo
Manager
Analytical Services

Enclosure

JMS Environmental Associates, LTD.

Total Airborne Fiber Report

Batch #: 36455
Project #: 25910

Client: St. Mary's Episcopal Church, Crystal Lake
Client Project: Tarpley House Removal
Client Project #:
Date of Analysis: Tuesday, February 13, 2024

Method: NIOSH 7400 Rev. 6/14//2019
Microscope Model: Nikon Alphaphot 2 (#144548)
Field Area: 0.00817 mm^2
Filter Area: 385 mm^2
Interlab CV: 0.098
MDL: 0.055 Fibers/field

Blanks:

Mean of Field Blanks: 0 Fibers/Fields

Log number	Sample ID	Fibers	Fields
380968	25910-02-1207	0	100
380969	25910-02-1208	0	100

Results: (Blank Corrected)

Sample Log #	Sample ID	Fibers	Fields	Fibers/Field	Vol(L)	Fibers/CC	Comments
380962	25910-02-1201	3	100	< 0.055*	1200	< 0.002	
380963	25910-02-1202	4	100	< 0.055*	1200	< 0.002	
380964	25910-02-1203	5.5	100	0.055	1200	0.002	
380965	25910-02-1204	7	100	0.070	1200	0.003	
380966	25910-02-1205	8	100	0.080	1200	0.003	
380967	25910-02-1206	6	100	0.060	1200	0.002	

Batch Comments:

Analyzed by Robert Dal Santo

This report shall not be reproduced except in full, without the express written approval of the laboratory.
This report must not be used to claim endorsement by an accrediting organization or any other agency of the U.S. Government.
Results relate only to the items tested.

JMS Environmental Associates, Ltd.

816 Burr Oak Drive • Westmont, IL 60559 • (630) 655-8500 • Fax (630) 655-8724

JMS PROJECT No.: J- 25910

P.O. No.:

CLIENT: St Mary's Episcopal Church CONTACT: _____ REPORT TO: _____

PROJECT: 210 McHenry Ave PHONE: ( ) - _____

TAT: 4 HR. _____ DAY FAX: ( ) - _____

Results Needed by: _____ EMAIL: _____

	Date Collected	Time Collected	Grab	Composite	Matrix*	Preservation Yes	Preservation No	# of Containers	Analysis Requested: PCM	Comments on Sample: Volume
25910-02-1201	2-12-24	13:15			S		X	1	X	1L
25910-02-1208										

Collected By:	Date: 2-12-24	Time: 13:15
Relinquished By:	Date: 2-12-24	Time: 14:15
Received By:	Date: 2/12/24	Time: 2:15 PM
Relinquished By:	Date:	Time:
Received By:	Date:	Time:
Relinquished By:	Date:	Time:
Received By:	Date:	Time:
Lab Submitted to:	Phone:	

Lab Use Only

Seals intact upon Receipt	☐ Yes	☐ No	☐ N/A
Broken Container(s)	☐ Yes	☐ No	
All Containers labeled	☐ Yes	☐ No	
Received in Ice	☐ Yes	☐ No	☐ N/A
All Samples Accounted for	☐ Yes	☐ No	
Suspected Contamination	☐ Yes	☐ No	

Comments:

* 1: Soil, 2:Water, 3:Sludge, 4: Bulk Building Material, 5: Air, 6: Dust, 7:Other

FIELD DATA AND SUMMARY OF AIR QUALITY RESULTS

JMS Environmental Associates, Ltd. JMS
816 Burr Oak Drive Westmont, Illinois 60559 (630) 655-8500 Fax: (630) 655-8724

CLIENT: St Mary's Episcopal Church
LOCATION: 210 McHenry Ave
JMS PROJECT #: J25910
SAMPLING DATE: 12 February 2024 Monday
TECHNICIAN: J. Sterner

JMS SAMPLE ID	ACTIVITY	SAMPLE TYPE	SAMPLE LOCATION	TIME START	TIME STOP	TOTAL TIME (MIN.)	FLOW START STOP (L/MIN.)	VOLUME (L)	TOTAL FIBERS	TOTAL FIELDS	FIBERS PER CC
J25910-02-1201	CL	IC	1st East Room	10:59	12:59	120	10.0	1200	3	100	<0.002
1202	↓	↓	1st Kitchen	11:01	13:01	120	10.0	1200	4	100	<0.002
1203			1st West Room	11:02	13:02	120	10.0	1200	5.5	100	0.002
1204			2nd East Room	11:04	13:04	120	10.0	1200	7	100	0.003
1205			2nd NW Room	11:06	13:06	120	10.0	1200	8	100	0.003
1206			2nd SW Room	11:08	13:08	120	10.0	1200	6	100	0.002
1207	Field Blank #1										
1208	Field Blank #2										

Key to Abbreviations

ACTIVITY:
PREP - site prep
REM - gross removal
GLBG - glovebag
CLN - clean-up
BGLO - bag loadout
CL - clearance

SAMPLE TYPE:
BK - background
PER - periodic air monitoring
PRS - personal
EX - excursion
OC - outside containment
IC - inside containment

Minimum Detection Limit: 5.5 Fibers per 100 Fields

"<" Indicates Less Than Detection Limit of Analytical Method

JMS
Environmental Associates, Ltd.
816 Burr Oak Drive • Westmont, Illinois 60559
(630) 655-8500 • FAX (630) 655-8724

JMS Project: J25910
St Mary's Episcopal Church
Tarpley House Abatement

Location: 210 McHenry Ave
Crystal Lake, Illinois

Date: 5 February 2024 Monday

Observer (s): C. Waddell

Time	Description
7:00 AM	JMS onsite with church contact and 3 Vortex workers and 1 Vortex superintendent. Access given to building. Kitchen, east room, 2nd floor rooms have alot of furniture/supplies. JMS and Church crew move furniture/supplies to be saved into east old office where no asbestos removal will occur. Vortex begins prep for tile and mastic removal in east basement.
8:00 AM	Mastic on 1st floor is under carpet squares on thin underlayment layer in east and west areas. In kitchen tile appears to go under island. Vortex demos island. Site has power throughout. Water will be brought from Church.
9:00 AM	Church staff sort through areas, non ACM garbage to be thrown out for garbage pickup later in the day.
10:00 AM	Vortex continues prep work. Garbage pickup scheduled for 1:00 PM
11:00 AM	Vortex breaks for lunch.
11:30 AM	Vortex resumes prep work. Wood shelf in kitchen demoed to access 9" tile and mastic below. 2 workers prep west basement for TSI wrap removal.
12:30 PM	Non-ACM waste placed outside for garbage pickup.

JMS Technician Signature: C. Waddell Reviewed by: C. Waddell

JMS
Environmental Associates, Ltd.
816 Burr Oak Drive • Westmont, Illinois 60559
(630) 655-8500 • FAX (630) 655-8724

JMS Project: J25910
St Mary's Episcopal Church
Tarpley House Abatement

Location: 210 McHenry Ave
Crystal Lake, Illinois

Date: 5 February 2024 Monday

Observer (s): C. Waddell

Time	Description
	all Vortex crew are in west basement working on prep.
1:30PM	Garbage pickup delayed. Will occur after JMS/Vortex finish for the day.
2:45PM	Basement prep finished. Crew carry demoed kitchen island outside for garbage pickup.
3:00PM	Work concludes. JMS/Vortex secure site and depart.

JMS Technician Signature: C. Waddell Reviewed by: C. Waddell

JMS
Environmental Associates, Ltd.
816 Burr Oak Drive • Westmont, Illinois 60559
(630) 655-8500 • FAX (630) 655-8724

JMS Project: J25910
St Mary's Episcopal Church
Tapley House Abatement

Location: 210 McHenry Ave
Crystal Lake, Illinois

Date: 6 February 2024 Tuesday

Observer (s): Co Waddell

Time	Description
7:00 AM	JMS onsite with 3 man Vortex Crew to continue abatement work. Church contact opens up site.
8:00 AM	Crew remove carpet squares in east ½ large room. Carpet has residual mastic and is treated as ACM. Air scrubber started in basement west and crew begin wet glove bag ACM pipe wrap removal.
10:00AM	Crew continue exposing mastic under carpet in east room. ACM runs/elbows are cut wet within glove bags. Water pulled from hose from main church.
11:00AM	Crew breaks for lunch.
11:30 AM	Work resumes. 1 Worker continues TSI removal. 2 Workers start non friable mastic on underlayment in the east area.
12:30 PM	Removal continues. JMS reminds Vortex to adequately wet ACM waste.
2:00 PM	6 Glovebag TSI removal complete all waste loaded out to truck.
2:30 PM	Underlayment removal stops for the day. Crew load out ACM waste.
3:00 PM	Loadout complete, site secured JMS/Vortex depart.

JMS Technician Signature: Co Waddell Reviewed by: Co Waddell

JMS
Environmental Associates, Ltd.
816 Burr Oak Drive • Westmont, Illinois 60559
(630) 655-8500 • FAX (630) 655-8724

JMS Project: J25910
St Mary's Episcopal Church
Tarpey House

Location: 910 McHenry Ave
Crystal Lake, Illinois

Date: 7 February 2024 Wednesday

Observer (s): C. Waddell

Time	Description
7:00 AM	JMS onsite with Church contact to open up site. Vortex crew 2 workers and 1 supervisor onsite to continue abatement. 1 Worker removes mastic/tile from concrete in east basement. 2nd Worker and sup start underlayment with black mastic and tile remnant removal in West room and kitchen
8:00 AM	Plywood underlayment in Kitchen is nailed and glued. Vortex will scrap mastic off. No truck due to mechanical issues.
9:00 AM	Solvent mastic removal continues in east basement. JMS surveys basement and tells Vortex where to cut flooring in kitchen. JMS starts air sampling.
10:00 AM	Vortex opens area in kitchen for pipe removal. Area will be sealed after removal. Glovebags and water used for removal.
11:30 AM	TSI removal complete. Crew break for lunch.
12:00 PM	Work resumes 2 crew focus on mastic removal in kitchen and 1 worker on mastic removal in east basement.
1:00 PM	Removal continues, all waste double bagged and sealed. Waste placed in east room, will be removed when truck is back onsite.
3:00 PM	Work concludes, east basement removal complete. Crew depart.

JMS Technician Signature: C. Waddell Reviewed by: C. Waddell

WHITE - Office CANARY - Technician

JMS
Environmental Associates, Ltd.
816 Burr Oak Drive • Westmont, Illinois 60559
(630) 655-8500 • FAX (630) 655-8724

JMS Project: J5910
St Mary's Episcopal Church
Tarpley House Abatement

Location: 210 McHenry Ave
Crystal Lake, Illinois

Date: 8 February 2024 Thursday

Observer (s): C. Waddell

Time	Description
7:00 AM	Church contact opens up site. JMS onsite with 3 workers to continue abatement activities. 2 workers focus on mastic removal in kitchen and 1 cleans West basement after TSI removal. All pipes will be wet wiped.
8:00 AM	Cleaning in basement complete. All workers focus on mastic removal in kitchen.
9:00 AM	Black paint noted in western edge of kitchen and west room. Additional mastic found under linoleum layer on landing going to east basement. Mastic removal continues in kitchen.
10:00 AM	2 workers resume underlayment removal in east 1st floor. 1 worker remains in kitchen to finish mastic.
11:00 AM	Vortex breaks for lunch.
11:30 AM	Crew resume abatement. Kitchen mastic removal complete. 1 worker preps 2nd floor SE room for ceiling tile removal.
12:30 PM	All waste loaded into west part of east room.
1:30 PM	Crew encapsulate basement. Vortex run out of encapsulant will have to finish 2/9.
2:30 PM	Removal complete for the day. 2nd floor room prep. Site cleaned.
3:00 PM	Cleaning finished for the day. Site secured and JMS/Vortex depart.

JSM Technician Signature: C. Waddell Reviewed by: C. Waddell

JMS
Environmental Associates, Ltd.
816 Burr Oak Drive • Westmont, Illinois 60559
(630) 655-8500 • FAX (630) 655-8724

JMS Project: J25910
St Mary's Episcopal Church
Tarpley Abatement

Location: 210 McHenry Ave
Crystal Lake, McHenry County, Illinois

Date: 9 February 2024 Friday

Observer (s): C. Waddell

Time	Description
7:00 AM	JMS onsite at 210 McHenry Ave in Crystal Lake, Illinois. Church contact opens up site. 3 Vortex workers onsite to continue abatement. Truck back onsite crew load out waste from 2/7 and 2/8.
8:00 AM	Waste loaded to truck crew prep 2nd floor rooms for ceiling tile removal and start removing remaining underlayment with mastic on 1st floor.
9:00 AM	2nd floor rooms ready for ceiling tile removal. Vortex begins removal. All underlayment removed from 1st floor.
11:00 AM	Ceiling tile removal continues. 1 worker preps connecting hallway for whole floor tile removal.
12:00 PM	HW tile removed worker starts mastic remover with solvent.
1:00 PM	JMS starts air clearances in basement. Vortex loads out ACM ceiling tile.
2:30 PM	final cleanup around site. 2nd floor rooms sprayed with encap.
3:00 PM	Crew paint east stairs and kitchen. Clearances pulled. Waste loaded into truck.
4:15 PM	Painting concludes, site sealed and crew departs.

JMS Technician Signature: C. Waddell **Reviewed by:** C. Waddell

WHITE - Office CANARY - Technician

JMS
Environmental Associates, Ltd.
816 Burr Oak Drive • Westmont, Illinois 60559
(630) 655-8500 • FAX (630) 655-8724

JMS Project: J-25910
St. Mary's Episcopal Church
Tapley House Abatement

Location: 210 McHenry Ave
Crystal Lake, IL

Date: 12 February, 2024-Monday

Observer (s): J. Stemer

Time	Description
11:00	JMS arrives onsite at 210 McHenry Ave in Crystal Lake, IL to perform clearance PCM air samples in Six (6) locations around the abated areas in the Tapley House on the first & second floors.
11:10	All clearance samples have started.
13:15	All samples collected. Equipment left onsite until tuesday tomorrow. JMS leaves site.

JMS Technician Signature:

Reviewed by:

JMS
Environmental Associates, Ltd.
816 Burr Oak Drive • Westmont, Illinois 60559
(630) 655-8500 • FAX (630) 655-8724

JMS Project: J25910
St Mary's Episcopal Church
Tarpley House Abatement

Location: 210 McHenry Ave
Crystal Lake, IL

Date: 13 February 2024 - Tuesday

Observer (s): C. Waddell

Time	Description
1:35 PM	1 Vortex worker onsite for teardown.
3:30 PM	JMS onsite. Vortex has finished with 2nd Flr and working on 1st floor teardown.
4:00 PM	JMS and Church contact walkthrough site.
5:15 PM	Teardown complete. Crew depart with site secured.

JMS Technician Signature: C. Waddell

Reviewed by: C. Waddell

WHITE - Office CANARY - Technician

JMS Environmental Associates, Ltd.

CONTRACTOR'S PROJECT SUBMITTALS

STATE OF ILLINOIS DEMOLITION/RENOVATION/ASBESTOS PROJECT NOTIFICATION FORM

Environmental Protection Agency (IEPA): Projects of at least 160 sq./ft or 260 linear ft., or 1 cubic meter and all demolition projects shall be submitted to IEPA. This form shall be submitted for all original notifications and revisions to IEPA **($150)** Attach Illinois E-Pay receipt if paid electronically.

Illinois Department of Public Health (IDPH): Abatement projects greater than 3 sq./ft and or 3 linear ft. up to 160 sq.ft or 260 linear feet and all school projects shall be submitted to IDPH. This form shall be submitted for all original notifications and revisions to IDPH (no fee).

Cook County (excluding the City of Chicago): The Department of Environment and Sustainability no longer accepts paper notifications. Visit: www.cookcountyil.gov/agency/environmental-control for electronic submission of notifications.

City of Chicago: All projects in the City of Chicago, except residential renovations in buildings with fewer than two dwelling units, must notify the City & IEPA if applicable. This form and appropriate fee shall be submitted for all notifications to the City of Chicago (see bottom pg 2 for fee amount).

Copies of this form may be found at: www.ildceo.net/enviro

Date: Jan. 19 2024 | Illinois E-Pay Authorization Code:

TYPE OF NOTIFICATION: ☒ original ☐ demolition ☐ renovation ☐ cancellation ☐ revision ☐ ordered demolition ☐ annual

Check Type of Project Below: *(Check all that apply.)*

☒ Friable School Project ☐ Non-Friable School Floor Tile Project ☐ Commercial Public Building (Friable & Non-Friable)

Revised by: ☐ Contractor ☐ Owner ☐ Project Designer #of times revised: List Section #'s being revised:

1. FACILITY INFORMATION:

Facility name: Tarpley House School Bldg ID: n/a

Location of Asbestos Containing Material (ACM) in Structure: 1st. and 2nd. floor, floor tiles , TSI basement

Bldg Size: Sq.Ft.: 4000 #Flrs: 2 Age: 50+ Present Use: no

Prior Use: Church Future Use (demo): tbd

Address: 210 McHenry Ave. City: Crystal Lake County: ~~McHenry~~ McHenry Zip: 60014

Contact: Cate Williams Phone: 815/354-4313

2. FACILITY OWNER OR SCHOOL DISTRICT: *(Tip: Complete for all projects Commercial/Public or Schools)*

Facility Owner Name: St. Mary Episcopal Church

Address: 210 McHenry Ave. City: Crystal Lake State: IL Zip: 60014

Contact: as above Email: Phone: as above

Copies of abatement permission and written verification certification to all building occupants and users from the building owner or school board shall be submitted for IDPH public and private school facilities as required by Section 855.350 of the IDPH Asbestos Code.

3. ASBESTOS CONTRACTOR NAME: Vortex Environmental Inc ID#: 0769

Address: PO Box 398 City: Northbrook State: IL Zip: 60062

Contact: Wojtek Email: wojtek66@msn.com Phone: 8473445409

4. DEMOLITION CONTRACTOR NAME: n/a

Address: City: State: Zip:

Contact: Email: Phone:

5. ABATEMENT INFORMATION: Is Asbestos Present? ☒ Yes ☐ No

Description of Planned Demolition or Renovation Work and Methods to be Employed Including Demolition or Renovation Techniques:

Insolate work area with plastic, place warning signs. Material will be removed using wet method.

Description of Work Practice(s) and Engineering Controls used to Prevent Emissions at the Demolition or Renovation Site:

Water will be used to keep material wet.

6. QUANTITIES:

	Regulated Asbestos Containing Material to be removed (RACM)	Non-friable asbestos not to be removed (demolition) CAT I	Non-friable asbestos not to be removed (demolition) CAT II	Non-friable asbestos to be removed CAT I	Non-friable asbestos to be removed CAT II	TOTAL ASBESTOS TO BE REMOVED
Pipes (Ln. Ft.):	150					150
Surface Area (Sq. Ft.):	2500					2500
Volume (Cu. Ft.):						

Tip: CAT I non-friable ACM are asbestos-containing resilient floor coverings (vinyl asbestos tile (VAT), asphalt roofing products, packing and gaskets. All other non-friable ACM are considered CAT II non-friable ACM. (RACM) is (a) friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

7. ABATEMENT START DATE: 02/05/24 Finish Date: 02/10/24 Work hours: 7:00 AM ☒ PM ☐ 5:00 AM ☐ PM ☒

AND/OR DEMOLITION START DATE: Finish Date: Work hours: AM ☐ PM ☐ AM ☐ PM ☐

Working Weekends? ☐ Yes ☒ No Working Evenings? ☐ Yes ☒ No

Tip: Ten day notification requires at minimum, ten (10) working days (Monday-Friday including holidays) prior to the commencement date. Ten days begin with the US postmark date or date received in office by commercial services or hand delivery. IEPA and City of Chicago cannot accept faxed copies, however, IDPH will accept faxed submissions. Phased projects will not be accepted.

8. PROJECT DESIGNER ID#: 100- 100- **Name:** n/a

Complete Project Designer Name and License ID# if this project was designed by a Designer.

9. INSPECTOR ID#: 100- 0209 **Name:** Joe Sterner

Tip: If procedure utilized is visual inspection, the inspector ID# must be provided.

10. PROCEDURE, INCLUDING ANALYTICAL METHOD, USED TO DETECT THE PRESENCE OF ASBESTOS

Bulk samples taken and analyzed by PLM

Name of Analytical Testing Laboratory: JMS

11. ASBESTOS PROJECT MANAGER ID#: 100- 00209 **Name:** Joe Sterner

12. AIR SAMPLING PROFESSIONAL ID#: 100- 00209 **Name:** Joe Sterner

13. DISPOSAL SITE/LANDFILL NAME: Countryside RDF

Address: 31725 N. Rt. 83 Contact: Peter Borgia

City: Grayslake State: IL Zip: 60030 Phone: 847/223-2722

14. WASTE TRANSPORTER/NAME: Enwaste

Address: 6360 Emerald Pkwy Contact: Nancy

City: Monee State: IL Zip: 60447 Phone: 708/534-5100

15. IS DEMOLITION ORDERED BY A GOVERNMENT AGENCY? ☐ Yes ☒ No

(If yes, a signed copy of Order must be attached.)

Government representative ordering the activity:

Title: Date of Order: Order Demolition Date:

16. FOR EMERGENCY RENOVATION:

Date and hour of emergency (mm/dd/yy): AM ☐ PM ☐

Describe sudden unplanned event. (example: boiler explosion) Explain how the event caused unsafe conditions or would cause equipment failure or an unreasonable financial burden.

n/a

17. Description of procedures to be followed in the event that unexpected asbestos is found or previously non-friable asbestos material becomes crumbled, pulverized or reduced to powder.

Stop Work. Seal contaminated area.place warning signs. Notify all govermental agencies.

I certify that at least one representative trained in the provisions of 40 CFR Part 61, Subpart M, shall be on site during demolition or renovation, having in his or her possession for inspection, evidence that the requisite training has been accomplished.

CERTIFICATE # CASR2020101807 **NAME OF TRAINING COURSE** All 1st Around Jan 19 2024

I certify the above information is correct.

[redacted] wner [redacted] Date

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h)).

*Tip: All notification forms must be hand signed and dated. Hand stamps are not acceptable. IEPA and Cook County require original signatures on their notification forms. IDPH will accept photocopies. **All notifications submitted to IEPA and City of Chicago must be accompanied by the appropriate fee. There is no fee for notification to IDPH.***

For Cook County Departmental Use Only.

Date Received CCDES: Post Mark Date: Input Into Computer:

Inspection Fee Received: Inspection Priority: Top ☐ High ☐ Low ☐ Must be Inspected:

Date(s) of Inspections:

Inspection Report Attached: Yes ☐ No ☐ Violation Copies Attached: Yes ☐ No ☐

The Illinois EPA is authorized to require, and you shall disclose, the information requested on this Agency form utilizing this form pursuant to the Illinois Environmental Protection Act (Act), 415 ILCS 5. Failure to disclose the requisite information on this Agency form may result in your notification being denied, and/or penalties being imposed as provided for in the Act, 415 ILCS 5/42-45.

IL Environmental Protection Agency
P.O. Box 19276 MC 41
1021 N. Grand Ave East
Springfield, IL 62794-9276
$150 fee (Attach payment or Illinois E-Pay receipt if paid electronically.)

ILLINOIS SMALL BUSINESS ENVIRONMENTAL ASSISTANCE PROGRAM
www.ildceo.net/enviro

Submit this form to the appropriate agencies:

IDPH
IL Department of Public Health
525 W. Jefferson St.
Springfield, IL 62761
(FAX: 217-785-5897)
Email: DPH.Asbestos@illinois.gov

Cook County Department of Environment & Sustainability no longer accepts the combined form and all notifications must be filed with the Department at the web address below.

www.cookcountyil.gov/agency/environmental-control

Chicago Department of Public Health
Permitting and Inspections
333 S. State St., Room 200
Chicago, IL 60604

Fees apply as follows:
Residential Unit with less than 4 units . . . $300.00**
Residential Units with 4 units or more . . . $450.00
Commercial/Industrial facilities $600.00
** except that asbestos abatement in residential buildings with fewer than two dwelling units are not subject to the notice and fee requirements.

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ENVIRONMENTAL WASTE DISPOSAL SERVICE, INC.

6360 W. Emerald Parkway • Unit 100 • Monee, Illinois 60449
(708) 534-5100 • Fax (708) 534-3640

MANIFEST 36233

WASTE SHIPMENT RECORD

PROFILE NO. 105895 IL

GENERATOR

1. WORK SITE NAME & MAILING ADDRESS: St. Mary Church - Tawney House, 210 McHenry Ave. Crystal Lake IL
OWNER'S NAME: St. Mary Episcopal Church
PHONE NO.: 815/354 4313

2. OPERATOR'S NAME & ADDRESS: Vortex Environmental, Inc., 2141 Techny Road, Northbrook, Illinois 60062
JOB NO.:
PHONE NO.: (847) 344-5409

*** IN CASE OF EMERGENCY DURING SHIPMENT, CONTACT THE HAZARD COMMUNICATIONS COORDINATOR ***
(708) 534-5100

3. WASTE DISPOSAL SITE (WDS) NAME, MAILING ADDRESS & PHYSICAL SITE LOCATION: Countryside RDF, 31725 North Route 83, Grayslake, Illinois 60030
CONTACT: Peter Borgia
PHONE NO.: 847-223-2722

4. NAME & ADDRESS OF RESPONSIBLE AGENCY: **ILLINOIS EPA, P.O. BOX 19276, SPRINGFIELD, IL 62794-9276**
CONTACT: **DIVISION OF AIR POLLUTION CONTROL**

5. DESCRIPTION OF MATERIALS	6. CONTAINERS NO. TYPE	7. TOTAL QUANTITY M^3 (YD^3)
Asbestos	Bags 150	4 yards

8. SPECIAL HANDLING INSTRUCTIONS & ADDITIONAL INFORMATION
In accordance with 40CFR61, NESHAPS

9. OPERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and government regulations.

UN 3077, ENVIRONMENTALLY HAZARDOUS SUBSTANCE, SOLID, N.O.S. (ASBESTOS) 9, PG III

NAME & TITLE	SIGNATURE	MO. DAY YEAR
W. Dziewonski sup-		2.13.24

TRANSPORTER

10. TRANSPORTER 1 (ACKNOWLEDGEMENT OF RECEIPT OF MATERIALS)
ENWASTE / Waste Management

NAME & TITLE - Driver	SIGNATURE	MO. DAY YEAR
ADDRESS & PHONE NO.		

11. TRANSPORTER 2 (ACKNOWLEDGEMENT OF RECEIPT OF MATERIALS)

NAME & TITLE	SIGNATURE	MO. DAY YEAR
ADDRESS & PHONE NO.		

DISPOSAL SITE

12. DISCREPANCY INDICATION SPACE

13. WASTE DISPOSAL SITE OWNER OR OPERATOR:
CERTIFICATION OF RECEIPT OF ASBESTOS MATERIALS COVERED BY THIS MANIFEST EXCEPT AS NOTED IN ITEM 12.

NAME & TITLE	SIGNATURE	MO. DAY YEAR

WHITE - **ENWASTE** GREEN - **CONTRACTOR** YELLOW - **ENWASTE** PINK - **LANDFILL** GOLD - **TRANSPORTER**

EH0182953

Illinois Department of PUBLIC HEALTH

DISPLAY THIS PART IN A CONSPICUOUS PLACE

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

DIVISION OF ENVIRONMENTAL HEALTH
ASBESTOS PROGRAM

Issued under the authority of the Illinois Department of Public Health

5/15/2024	500	500-0769

VORTEX ENVIRONMENTAL INC
ASBESTOS CONTRACTOR LICENSE
THIS LICENSE IS INVALID IF YOUR
INSURANCE CERTIFICATE IS NOT CURRENT

03/10/2023
VORTEX ENVIRONMENTAL INC
PO BOX 398
NORTHBROOK, IL 60062

The face of this license has a colored background. Printed by Authority of the State of Illinois • PO #EH 21-044

VORTEX ENVIRONMENTAL INC

PO BOX 398
NORTHBROOK, IL 60062

FEE RECEIPT NO.

LiUNA!

Chicagoland

LABORERS

District Council Training & Apprentice Fund

CERTIFICATE OF TRAINING

This is to certify that

GRZEGORZ PIWKO

has successfully completed an

ASBESTOS ABATEMENT SUPERVISOR
REFRESHER TRAINING

Training Course held

June 13, 2023 - June 13, 2023

and successfully passed the examination with a minimum score of at least 70% on

June 13, 2023

Training was in accordance with EPA 40CFR 763 & TSCA Title II.

This course is EPA, Illinois Dept. of Public Health and Indiana Dept. of Environmental Management accredited.

To remain valid, this certificate must be renewed by 6/13/2024 12:00:00 AM

Certificate # S6952R

Executive Director

IAS INTERNATIONAL ACCREDITATION SERVICE

Training Director

1200 OLD GARY AVENUE
CAROL STREAM IL 60188
630-653-0006

IDPH ASBESTOS PROFESSIONAL LICENSE

ID NUMBER	ISSUED	EXPIRES
100 - 09401	2/3/2023	05/15/2024

GRZEGORZ PIWKO
405 W OLIVE ST
ARLINGTON HEIGHTS, IL 6000



ASBESTOS WORKER / LABORER
REFRESHER COMPLETION

STEPAN SEMENYUK

Listed above individual attended and completed 1 day Illinois Department of Public Health approved
ASBESTOS ABATEMENT WORKER / LABORER REFRESHER COURSE
and on OCTOBER 7TH , 2023 passed the examinFation with score 70% or better.
Training was conducted in accordance with 40 CFR Part 763 (AHERA).
Student also received the requisite training for asbestos accreditation under Title II of the TSCA

Marcin Swierzowski	10/07/2024	7TH OCTOBER, 2023	PAWR20231077
Director of Training	Expiration Date	Dates of Course	Certificate No.

1ST ALL AROUND 4618 S. PRESCOT LYONS IL.
T. 773-986-8725 F.773-943-6342

ASBESTOS WORKER / LA
REFRESHER COMPLETION

MARIUSZ KAZMIERCZAK

Listed above individual attended and completed 1 day Illinois Department of Public Health approved ASBESTOS ABATEMENT WORKER / LABORER REFRESHER COURSE and on JANUARY 21ST, 2024 passed the examination with score 70% or better. Training was conducted in accordance with 40 CFR Part 763 (AHERA). Student also received the requisite training for asbestos accreditation under Title II of the TSCA

01/21/2025	21ST JANUARY, 2024	PAWR202412117
Expiration Date	Dates of Course	Certificate No.

Marcin Swierzowski
Director of Training

1ST ALL AROUND 4618 S. PRESCOT LYONS IL.
T. 773-986-8725 F.773-943-6342

IDPH ASBESTOS WORKER LICENSE

WORKER ID 057305971
ISSUED 11/1/2023
EXPIRES 2/1/2025
MARIUSZ KAZMIERCZAK
3109 N NEENAH
CHICAGO, IL 60634
Environmental Health
See Reverse for Endorsements



JMS Environmental Associates, Ltd.

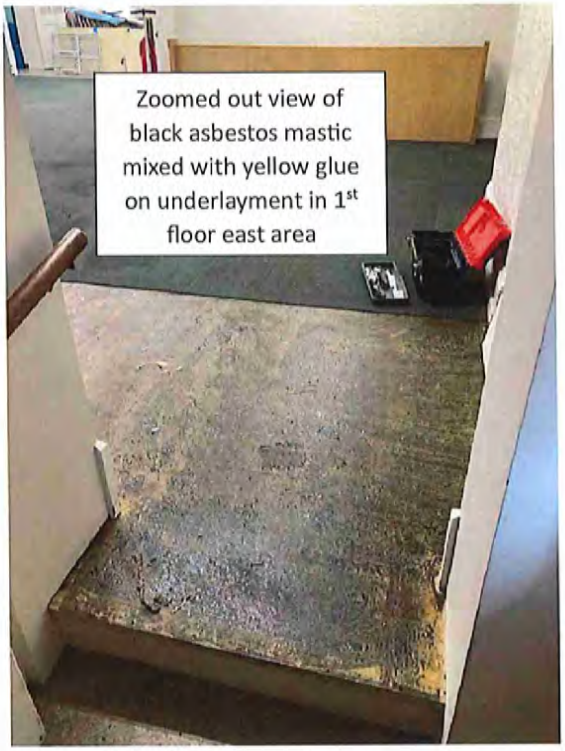
PROJECT PHOTOGRAPHIC DOCUMENTATION


2' by 4' asbestos containing ceiling tile with red backing on 2nd floor
2' by 4' newer replacement ceiling tile with no asbestos


View from below of 2' by 4' asbestos containing ceiling tile with red backing on 2nd floor, located in 3 rooms


Prep work underway in basement for 9" floor tile removal

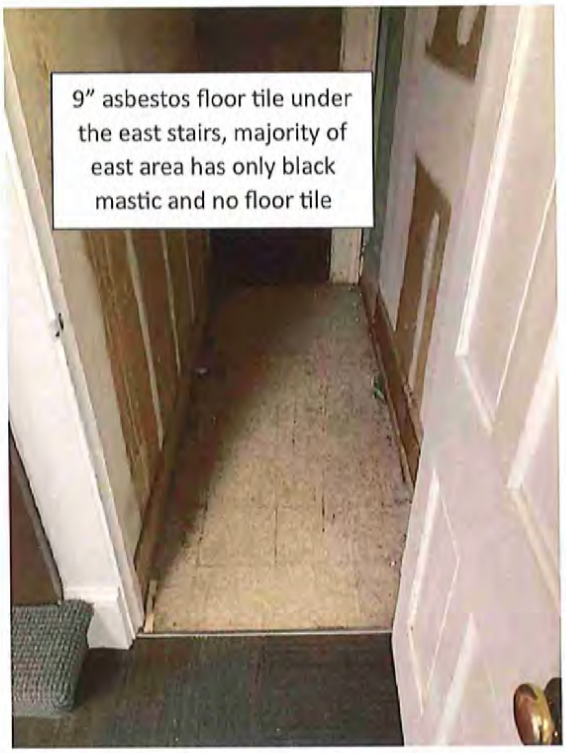

Main floor, mastic is on underlayment above older hardwood layer


Zoomed out view of black asbestos mastic mixed with yellow glue on underlayment in 1st floor east area


1st floor kitchen floor has asbestos containing 9" and black mastic


Asbestos containing 9" in the northwest storage closet of the large east room

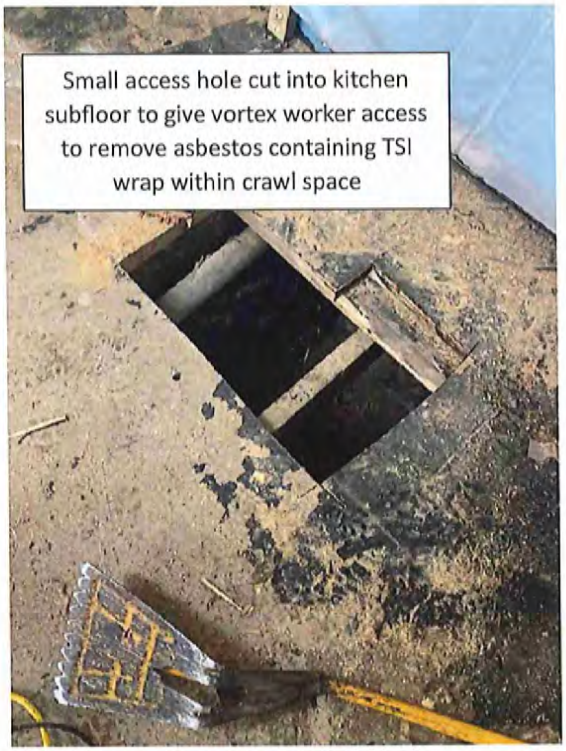

Black asbestos mastic in the east office on underlayment that was beneath carpet


9" asbestos floor tile under the east stairs, majority of east area has only black mastic and no floor tile


Kitchen island demoed to give access to remove 9" asbestos tile below

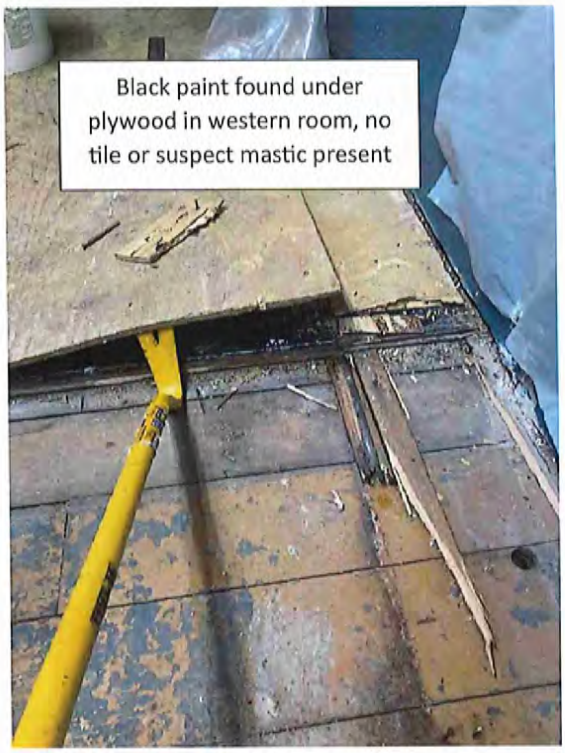

Asbestos black mastic and 9" remnants are present on the south ½ of the westernmost room


Underlayment removed and will be treated as asbestos waste

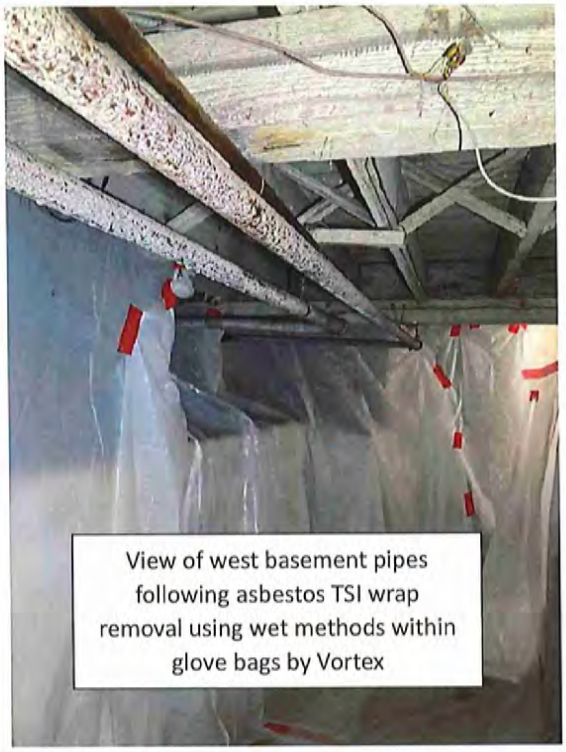

Small access hole cut into kitchen subfloor to give vortex worker access to remove asbestos containing TSI wrap within crawl space


9" removed from basement, black mastic removed using solvent method

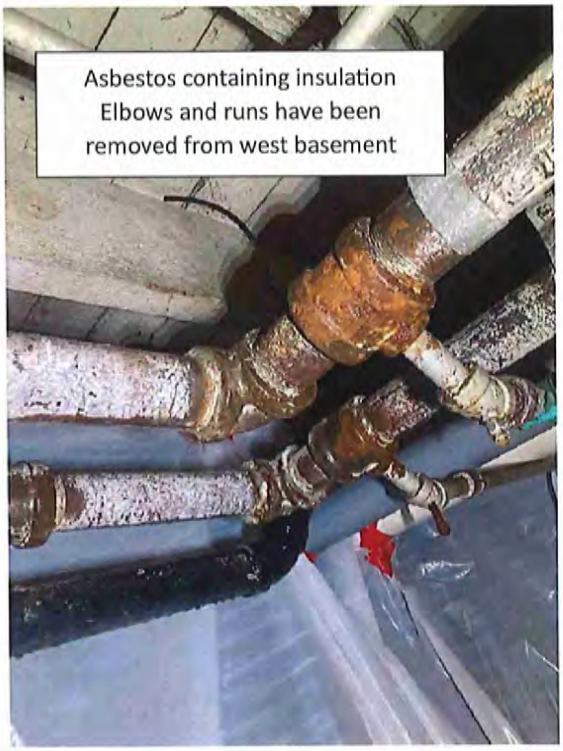

Asbestos tile and mastic removed from east basement, area thoroughly cleaned before clearance samples will be collected



Black paint found under plywood in western room, no tile or suspect mastic present



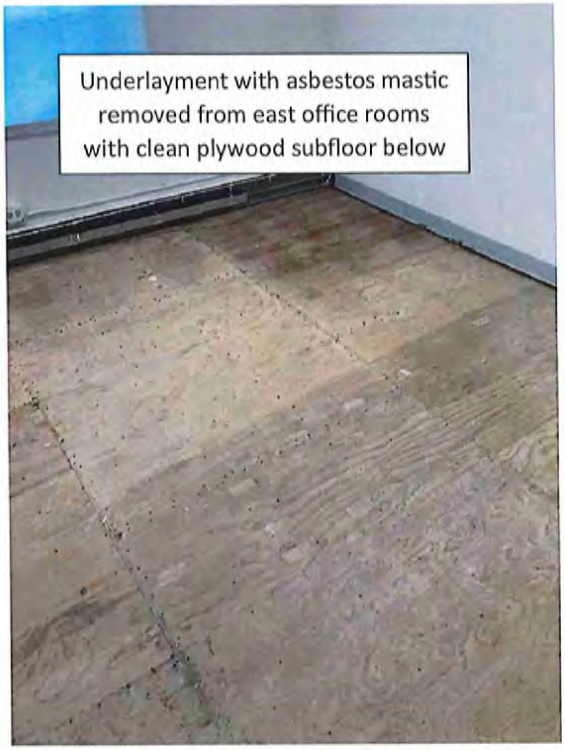
View of west basement pipes following asbestos TSI wrap removal using wet methods within glove bags by Vortex



Asbestos containing insulation Elbows and runs have been removed from west basement



Post clearance view of the east basement floor, all waste and poly removed



Underlayment with asbestos mastic removed from east office rooms with clean plywood subfloor below



Underlayment removed from large east room, subfloor below is not contaminated with asbestos, floor is wet mopped and HEPA vacuumed



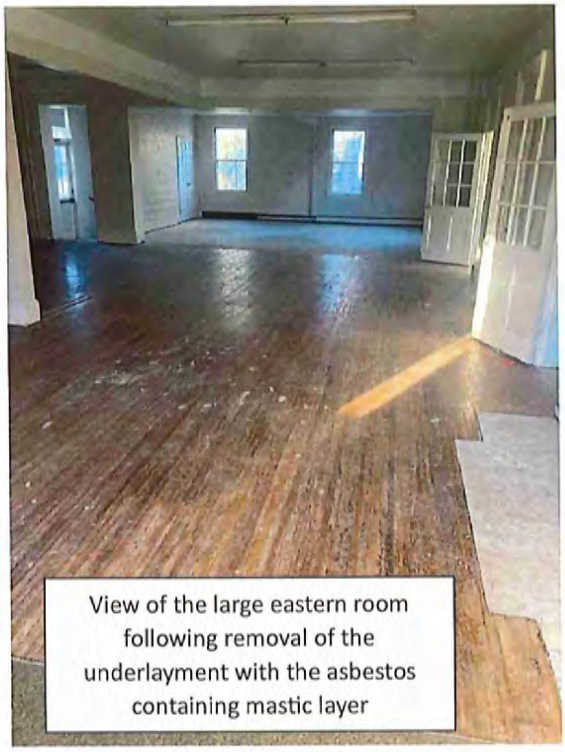
Asbestos tile and mastic removed from kitchen area, underlayment glued, screwed, and nailed and left in place after mastic scrapped off



Small section of 12" and asbestos mastic removed from hallway connecting to main church campus using wet methods and solvent



Post mastic removal view of the concrete subfloor in the connecting hallway



View of the large eastern room following removal of the underlayment with the asbestos containing mastic layer



Underlayment removed from sub-stairway storage closet in the southwest of the large east room



Kitchen floor sealed with encapsulating paint following the scraping and thorough HEPA vacuuming



View of post removal and teardown following Asbestos containing 2' by 4' ceiling tile removal from the 2nd floor east area northwest room



Underlayment with asbestos 9" and black mastic removed from 2nd floor bathroom



View post removal and teardown following Asbestos containing 2' by 4' ceiling tile removal from the 2nd floor east area southeast room



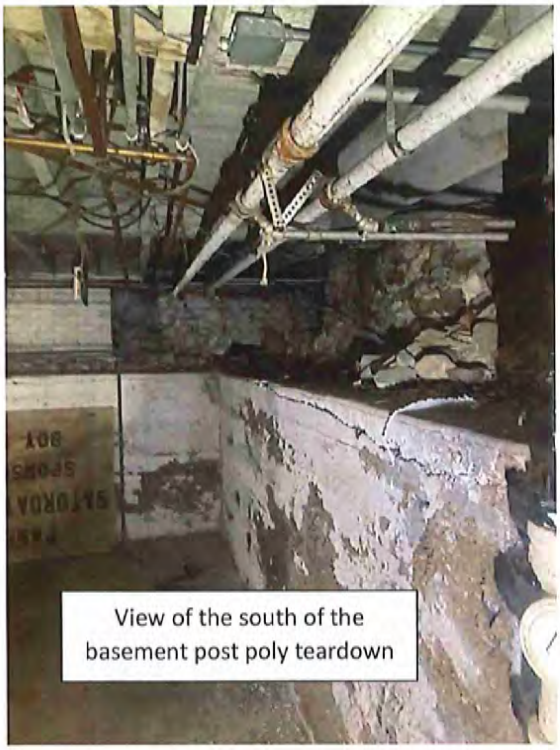
View post removal and teardown following Asbestos containing 2' by 4' ceiling tile removal from the 2nd floor east area southwest room



Post teardown view of the basement following successful air clearances, connecting hallway



View of the north of the basement post poly teardown



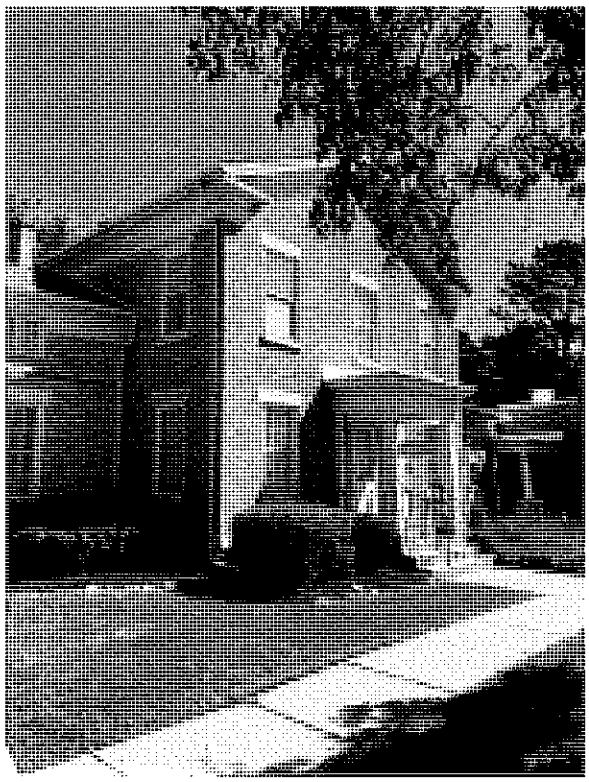
View of the south of the basement post poly teardown

ASBESTOS BULK BUILIDNG INSPECTION

Tarpley House
210 McHenry Ave
Crystal Lake, Illinois

Performed for:

St Mary's Episcopal Church
210 McHenry Ave
Crystal Lake, Illinois 60014



Prepared By:

JMS Environmental Associates, Ltd.
816 Burr Oak Drive
Westmont, Illinois 60559
630-655-8500

October 5, 2023

JMS Environmental Associates, Ltd.

JMS

816 Burr Oak Drive ● Westmont, IL. 60559 ● Tel: (630) 655-8500 ● Fax: (630) 655-8500

October 5, 2023

St Mary's Episcopal Church
210 McHenry Ave
Crystal Lake, Illinois 60014

Attn: Catherine Williams

JMS Project: J-25710

RE: Asbestos Inspection
Tarpley House
210 McHenry Ave
Crystal Lake, IL

Dear Ms. Williams,

This report covers the results of the assumed asbestos inspection and analysis that JMS Environmental Associates, Ltd. (JMS) performed for you on September 15, 2023, at 210 McHenry Ave, Crystal Lake, Illinois. Thirty-eight (38) samples were analyzed for asbestos content.

The U.S. E.P.A. defines a material as asbestos containing if the concentration of asbestos fibers is greater than 1% by weight. If the quantity of asbestos is determined to be <10% by visual estimate, the owner or operator may (1) elect to assume the amount of asbestos to be greater than 1% and treat the material as asbestos containing material or (2) request verification by point counting technique. If a result obtained by point count is different from a result obtained by visual estimation, the point count result will be used.

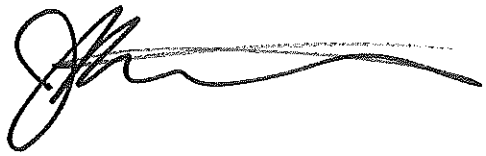
Thirteen (13) samples were found to contain asbestos in quantities exceeding 1%, while an additional two (2) samples contained asbestos at less than 1%. All samples found to contain asbestos exceeding 1% are highlighted yellow in the first table below. The two samples that contained asbestos at less than 1% are highlighted pink in the first table and were also analyzed by point counting. Please see the attached tables for the sample identification, material, location, condition, friability, accessibility, potential for disturbance, amount of material, and percentage of asbestos. A copy of the laboratory analytical results is also included for review.

The two materials that tested for trace asbestos at <1% included the texture on the kitchen walls and a 2' by 4' drop ceiling tile in the 2nd floor south room. For confirmation these materials were reanalyzed using point counting. The point count results showed that the wall kitchen texture had chrysotile asbestos events present but below the detection level by point count and the 2' by 4' ceiling tile was confirmed to contain asbestos at .7%. While these materials would not be classified as asbestos containing according to the U.S. E.P.A. definition their removal by a licensed asbestos abatement contractor before renovation is recommended to avoid potential asbestos exposure to workers who perform the renovation work per OSHA guidelines. If demolition is to occur JMS would recommend the 2' by 4' friable ceiling tile be removed along with the 13 confirmed asbestos materials by a licensed asbestos abatement contractor.

If you have any further questions, do not hesitate to contact me at JMS.

Respectfully submitted,

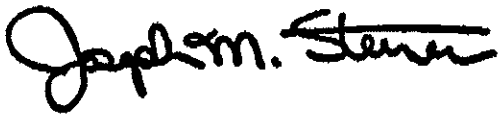
JMS ENVIRONMENTAL ASSOCIATES, LTD.



Joseph R. Sterner
Project Manager
(IDPH Asbestos License Number 100-19790)

Reviewed by,

JMS ENVIRONMENTAL ASSOCIATES, LTD.



Joseph M. Sterner
Environmental Director/ President
(IDPH Asbestos License Number 100-00209)

Asbestos Sampling PLM Results

SAMPLE NUMBER	MATERIAL /LOCATION	CONDITION	FRIABLE	ACCESSABILITY	POTENIAL FOR DISTRUBANCE	AMOUNT OF MATERIAL	% ASBESTOS
25710-09-1501	Pink Fiberglass Insulation/ Central House Attic	Good	No	High	Low	-	-
25710-09-1502	White Fiberglass Insulation/ Central House Attic	Good	No	High	Low	-	-
25710-09-1503	Paper Backing under 1503/ Central House Attic	Good	No	Moderate	Low	-	-
25710-09-1504	Brown Press Sound Board/ Central House Attic Stairwell	Good	Yes	High	Low	-	-
25710-09-1505	White Wavy 2' by 4' Ceiling Tile/ Central House 2nd Floor	Good	Yes	High	High	200 ft²	<1% Chrys. ****
25710-09-1506	Newer 2' by 4' White Ceiling Tile/ Central House 2nd Floor	Good	Yes	High	High	-	-
25710-09-1507	Alternate Wavy 2' by 4' Ceiling Tile/ Central House 2nd Floor	Good	Yes	High	Low	-	-
25710-09-1508	Tan 9" Floor Tile/ 2nd Floor Bathroom Closet	Good	No	High	Low	20 ft²	5% Chrys. *
25710-09-1509	White 9" Floor Tile/ 2nd Floor Bathroom	Good	No	High	Low	10 ft²	2% Chrys. *
25710-09-1510	Ceiling Plaster/ 2nd Floor West Area	Good	No	Moderate	Low	-	-
25710-09-1511	Wall Plaster/ 2nd Floor East Area	Good	No	High	Low	-	-
25710-09-1512	Yellow Attic Insulation/ 2nd Floor West Area	Good	No	Moderate	Low	-	-
25710-09-1513	Grey 9" Floor Tile/ Kitchen First Floor	Poor	No	High	Low	300 ft²	5% Chrys. **
25710-09-1514	Cream 9" Floor Tile/ Kitchen Entry and West Side Room First Floor	Poor	No	High	Low	20 ft²	3% Chrys. *
25710-09-1515	Paint Texture/ 1st Floor Kitchen	Good	No	Moderate	Low	2000 ft²	<1% Chrys. ****
25710-09-1516	Black Baseboard/ 1st Floor Kitchen	Good	No	High	Low	-	-
25710-09-1517	9" Floor Tile and Black Mastic/ 1st Floor Large Closet East Area	Good	No	High	Low	40 ft²	3% Chrys.*
25710-09-1518	Black Mastic and Brown Glue/ 1st Floor East area under Carpet squares	Good	No	High	Low	1250 ft²	3% Chrys.
25710-09-1519	Brown Flooring Sheeting Material/ 1st Floor East Area	Good	No	High	Low	-	-
25710-09-1520	Black Mastic/ 1st Floor East Side Room	Good	No	High	Low	300 ft²	2% Chrys.
25710-09-1521	Orange 12" Floor Tile/1st Floor East Entry	Good	No	High	Low	16 ft²	<1% Chrys. ***
25710-09-1522	Thick Wall Texture/ 1st Floor East Area West Walls	Good	No	Moderate	Low	-	-

SAMPLE NUMBER	MATERIAL /LOCATION	CONDITION	FRIABLE	ACCESSABILITY	POTENIAL FOR DISTRUBANCE	AMOUNT OF MATERIAL	% ASBESTOS
25710-09-1523	Thin Wall Texture/ 1st Floor East Area East Wall	Good	No	Moderate	Low	-	-
25710-09-1524	Tan 9" Floor Tile/ East Side Basement	Good	No	High	Low	160 ft^2	2% Chrys. **
25710-09-1525	Brown 9" Floor Tile/ East Side Basement	Good	No	High	Low	160 ft	3% Chrys.*
25710-09-1526	Window Caulking/ East Side Basement Interior	Good	No	High	Low	-	-
25710-09-1527	Thick TSI Run/ Old Basement East Side	Poor	Yes	High	High	70 ft	50 Chrys.
25710-09-1528	TSI Elbow/ Old Basement East Side	Poor	Yes	High	High	14 elbows	55 Chrys.
25710-09-1529	Thin TSI Run/ Old Basement West Side	Poor	Yes	High	Low	40 ft	10% Chrys.
25710-09-1530	Window Caulk/ West Portion Exterior	Good	No	High	Low	-	-
25710-09-1531	White Awning Cross Section/ West Portion Exterior	Good	No	Moderate	Low	-	-
25710-09-1532	Door Caulking/ West Portion Exterior	Good	No	High	Low	-	-
25710-09-1533	Tar Paper/ Central Building Roof	Good	No	Moderate	Low	-	-
25710-09-1534	Middle Layer Shingles/ Central Building Roof	Good	No	Moderate	Low	-	-
25710-09-1535	Top Layer Shingles/ Central Building Roof	Good	No	Moderate	Low	-	-
25710-09-1536	Window Caulking/ Central Building exterior	Good	No	Moderate	Low	-	-
25710-09-1537	Black Vapor Barrier/ East Addition behind wood siding	Good	No	Moderate	Low	-	-
25710-09-1538	Black Fiberboard behind 1537/ East Addition behind wood siding	Good	Yes	Moderate	Low	-	-

* Chrysotile was detected in the tile and mastic layers
** Chrysotile was detected in the tile layer
*** Chrysotile was detected in the black mastic layer with a local concentration greater than 1%
**** No local concentrations greater than 1% detected

Asbestos Sampling Point Count Results

SAMPLE NUMBER	MATERIAL /LOCATION	CONDITION	FRIABLE	ACCESSABILITY	POTENIAL FOR DISTRUBANCE	AMOUNT OF MATERIAL	% ASBESTOS
25710-09-1505	White Wavy 2' by 4' Ceiling Tile/ Central House 2nd Floor	Good	Yes	High	High	200 ft^2	0.7% Chrys.
25710-09-1515	Paint Texture/ 1st Floor Kitchen	Good	No	Moderate	Low	2000 ft^2	---*****

***** Chrysotile asbestos events observed but not detected by point count

LABORATORY RESULTS

JMS Environmental Associates, Ltd.

816 Burr Oak Drive ● Westmont, Illinois 60559 ● Tel: (630) 655-8500 ● Fax: (630) 655-8724

JMS

September 21, 2023

St. Mary's Episcopal Church, Crystal Lake
210 McHenry Avenue
Crystal Lake, IL 60014

Attn: Catherine Williams

JMS Project: 25710
JMS Batch: 36148

Re: Bulk Asbestos Analyses of sample(s) received 9/15/2023
Tarpley House 210 McHenry Ave. Crystal Lake

Dear Ms. Williams,

This report[1,2] summarizes the results[3] of the analysis of bulk material for asbestos performed by JMS Environmental Associates, Ltd. for St. Mary's Episcopal Church, Crystal Lake. A detailed analysis report has been included for your review.

The U.S.E.P.A defines a material as asbestos containing if the concentration of asbestos fibers is greater than 1% by weight. If the quantity of asbestos is determined to be <10% by visual estimate, the owner or operator may (1) elect to assume the amount of asbestos to be greater than 1% and treat the material as asbestos containing material or (2) request verification by point counting technique. If a result obtained by point count is different from a result obtained by visual estimation, the point count result will be used.

These sample(s) will be discarded after 3 months of their receipt unless instructed otherwise.

Should you require further assistance regarding this matter, the staff at JMS Environmental Associates, Ltd. is experienced and licensed in all aspects of asbestos consulting. If you have any questions regarding this report, please do not hesitate to contact us at JMS Environmental Associates, Ltd.

Respectfully submitted,

JMS ENVIRONMENTAL ASSOCIATES, LTD.

Robert J. Dal Santo
Analytical Services Manager

[1] This report shall not be reproduced except in full, without the written approval of the laboratory.
[2] This report must not be used to claim product endorsement by an accrediting organization or any other agency of the U.S. Government.
[3] Results relate only to the items tested.

ASBESTOS BULK MATERIAL ANALYSES:

This part of the report covers the results of bulk material analyses that JMS Environmental Associates, Ltd. conducted for St. Mary's Episcopal Church, Crystal Lake. The information that is presented in this report is representative of the sample(s) submitted to JMS Environmental Associates, Ltd.

The attached information tabulates the quantities of fibrous material found in each sample. The numbers will not necessarily add up to 100%, with the balance being filler and binder materials. The symbol (--) indicates not detected. A sample labeled heterogeneous indicates the possibility of significantly higher local concentrations than the averaged value reported. If the average asbestos content of a heterogeneous (multi-layered) sample is less than or equal to 1%, but greater than none detected (--), additional analysis by separate layers will be necessary to ensure that no layer in the sample contains greater than one percent asbestos.

Vinyl floor tiles may contain thin fibers <0.25 μm in diameter that are below the resolution of the polarized light microscope (PLM). The U.S.E.P.A. recommends that vinyl floor tiles analyzed by PLM in which asbestos is not detected or detected in quantities less than or equal to 1% be verified by transmission electron microscopy (TEM). Fed. Reg. Vol. 59, No. 146, 8/1/94, p. 38970-38971.

Sample analysis has been performed in accordance with the United States Environmental Protection Agency's 40 CFR Appendix E to Subpart E of part 763, "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" and supplemented by EPA/600/R-93/116, July 1993 – "Method for the Determination of Asbestos in Bulk Building Materials." Analysis was initiated by a stereoscopic examination of the sample as received. Any obvious fractions were noted and samples of each fraction were mounted for polarized light microscopy in a 1.515 index liquid. When mounting samples, any fibrous material is thoroughly separated for optical measurements. Classification of suspected asbestos fibers is achieved by determining the morphology, isotropy, pleochroism, extinction angle, sign of elongation, birefringence and refractive indices. Concurrently, the relative abundance of any asbestos material, other fibers, fillers and binders is determined. Identification of non-asbestos material is not as rigorous as these are not the species of interest.

Quantities measured by calibrated visual estimates are determined by comparing areal coverage and thickness of various species present to reference material standards of known weight percent. The quantity "<1" is reported when asbestos events are observed but determined by calibrated visual estimate to be less than 1%.

Point count percentages are obtained by calculating the ratio of asbestos events counted to total number of particles counted. A minimum of 400 total points is counted over 8 or more preparations to establish statistical significance. The quantity of "<1" is reported when 1

ASBESTOS BULK MATERIAL ANALYSES: (continued)

to 3 asbestos events are detected within a minimum 400-point count or when asbestos events are observed but none are counted within a minimum 400-point count.

The overall uncertainty of asbestos analysis is determined in part by analyzing in-house reference material. Quantity measurements from in-house reference material can be used to determine the accuracy of asbestos quantifying methods. The following JMS accuracy values for critical asbestos quantities have been calculated:

Method	Quantity of Asbestos	Accuracy of Measurement
Point Count	1.0% - 10.0%	±2.0%
CVES	1% – 10%	±3%

When suspected asbestos fibers are observed, they are classified by measuring the following optical properties: refractive index, birefringence, extinction angle, pleochroism, isotropy, sign of elongation, and color. Fibers having optical properties consistent with predefined values are classified as asbestos.

The optical properties of the various forms of asbestos are as follows:

Amosite:	Straight thin single fibers and bundles of such fibers usually with cleanly broken ends on individual fibers; refractive indices of 1.664-1.686 and 1.687-1.729, birefringence 0.020-0.033 and parallel extinction.
Chrysotile:	Thin fibers and fiber bundles with both straight and wavy sections. The ends of bundles tend to be frayed. Indices are 1.529-1.559 and 1.537-1.576, birefringence of 0.004-0.016 and the fibers exhibit parallel extinction.
Anthophyllite:	Similar in morphology to amosite but refractive indices of 1.606-1.648 and 1.626-1.670, birefringence of 0.013-0.025 and extinction is parallel.
Crocidolite:	Similar in morphology to amosite but is distinguished by blue to blue-green pleochroic coloration and indices of 1.680-1.698 and 1.685-1.706. It is commonly referred to as blue asbestos.
Tremolite-Actinolite Series:	Transparent, elongated furrowed prisms, usually with uneven jagged ends and smooth sides, with oblique extinction and positive elongation; indices are 1.559-1.612 and 1.625-1.637. The two minerals are very similar chemically and grade into each other.

Attached with this section of the report are the analytical results of the bulk material samples.

JMS Environmental Associates, Ltd.
Westmont, Illinois

Bulk Sample Analysis for Asbestos Content

Client: St. Mary's Episcopal Church, Crystal Lake
Project Name: Tarpley House 210 McHenry Ave. Crystal Lake
Client Project Ref:

Project Number: J-25710
Work Order: 36043
Batch Number: 36148

				Asbestos Fibers (%)			Non-asbestos-Fibers (%)		
				% By Visual Estimate					
Log Number	Layer I.D.	Sample Identification	Sample Description	Chrys.	Amos.	Other	Cellulose	Fibrous Glass	Other
378688	--	25710-09-1501	Homogeneous Pink Friable Insulation	--	--	--	2	90	<1/Hair
378689	--	25710-09-1502	Homogeneous Grey Friable Insulation	--	--	--	<1	90+	--
378690	--	25710-09-1503	Heterogeneous Black/Tan Sheeting	--	--	--	85	3	--
378691	--	25710-09-1504	Homogeneous Brown Friable Insulation	--	--	--	90+	--	--
378692	--	25710-09-1505	Heterogeneous White/Grey/Tan Ceiling Tile	<1*	--	--	<1	75	--

Abbreviations:

Croc.	Crocidolite	Trem.	Tremolite	Synth.	Synthetic Fibers
Anth.	Anthophyllite	Actin.	Actinolite	CaSil.	Calcium Silicates

Explanation: Percentages will not necessarily add up to 100%, with the balance being nonfibrous filler and binder materials.
Comments: * No local concentrations greater than 1% detected.

Analyst: Kirsten Bolda

Date: September 21, 2023

JMS Environmental Associates, Ltd.
Westmont, Illinois

Bulk Sample Analysis for Asbestos Content

Client: St. Mary's Episcopal Church, Crystal Lake
Project Name: Tarpley House 210 McHenry Ave. Crystal Lake
Client Project Ref:

Project Number: J-25710
Work Order: 36043
Batch Number: 36148

				Asbestos Fibers (%)			Nonasbestos-Fibers (%)		
				% By Visual Estimate					
Log Number	Layer I.D.	Sample Identification	Sample Description	Chrys.	Amos.	Other	Cellulose	Fibrous Glass	Other
378693	--	25710-09-1506	Heterogeneous White/Tan Ceiling Tile	--	--	--	90+	--	--
378694	--	25710-09-1507	Heterogeneous White/Grey/Tan Ceiling Tile	--	--	--	65	2	--
378695	--	25710-09-1508	Heterogeneous Black/Grey Vinyl Tile/Mastic	5*	--	--	<1	--	--
378696	--	25710-09-1509	Heterogeneous Black/White Vinyl Tile/Mastic	2*	--	--	<1	<1	--
378697	--	25710-09-1510	Heterogeneous White/Grey Plaster	--	--	--	<1	--	<1/Hair

Abbreviations:

Croc.	Crocidolite	Trem.	Tremolite	Synth.	Synthetic Fibers
Anth.	Anthophyllite	Actin.	Actinolite	CaSil.	Calcium Silicates

Explanation: Percentages will not necessarily add up to 100%, with the balance being nonfibrous filler and binder materials.
Comments:* Chrysotile was detected in the tile and mastic layers.

Analyst: Kirsten Bolda

Date: September 21, 2023

JMS Environmental Associates, Ltd.
Westmont, Illinois

Bulk Sample Analysis for Asbestos Content

Client: St. Mary's Episcopal Church, Crystal Lake
Project Name: Tarpley House 210 McHenry Ave. Crystal Lake
Client Project Ref:

Project Number: J-25710
Work Order: 36043
Batch Number: 36148

				Asbestos Fibers (%)			Nonasbestos-Fibers (%)		
				% By Visual Estimate					
Log Number	Layer I.D.	Sample Identification	Sample Description	Chrys.	Amos.	Other	Cellulose	Fibrous Glass	Other
378698	--	25710-09-1511	Heterogeneous White/Grey Plaster	--	--	--	2	--	--
378699	--	25710-09-1512	Homogeneous Yellow Friable Insulation	--	--	--	2	90	<1/Hair <1/Synth.
378700	--	25710-09-1513	Heterogeneous Black/Grey Vinyl Tile/Mastic	5*	--	--	2	--	--
378701	--	25710-09-1514	Heterogeneous Black/Beige Vinyl Tile/Mastic	3**	--	--	--	--	--
378702	--	25710-09-1515	Heterogeneous White Paint/Plaster	<1***	--	--	--	--	--

Abbreviations:

Croc.	Crocidolite	Trem.	Tremolite	Synth.	Synthetic Fibers
Anth.	Anthophyllite	Actin.	Actinolite	CaSil.	Calcium Silicates

Explanation: Percentages will not necessarily add up to 100%, with the balance being nonfibrous filler and binder materials.
Comments: * Chrysotile was detected in the tile layer. ** Chrysotile was detected in the tile and mastic layers. *** No local concentrations greater than 1% detected.

Analyst: Kirsten Bolda

Date: September 21, 2023

JMS Environmental Associates, Ltd.
Westmont, Illinois

Bulk Sample Analysis for Asbestos Content

Client: St. Mary's Episcopal Church, Crystal Lake
Project Name: Tarpley House 210 McHenry Ave. Crystal Lake
Client Project Ref:

Project Number: J-25710
Work Order: 36043
Batch Number: 36148

				Asbestos Fibers (%)			Nonasbestos-Fibers (%)		
				% By Visual Estimate					
Log Number	Layer I.D.	Sample Identification	Sample Description	Chrys.	Amos.	Other	Cellulose	Fibrous Glass	Other
378703	--	25710-09-1516	Heterogeneous Light Blue/Black/White Sheeting	--	--	--	2	--	--
378704	--	25710-09-1517	Heterogeneous Black/Beige Vinyl Tile/Mastic	3*	--	--	<1	--	--
378705	--	25710-09-1518	Homogeneous Black Petroleum Based	3	--	--	--	--	2/Synth.
378706	--	25710-09-1519	Heterogeneous Tan/Grey Sheeting	--	--	--	20	3	10/Synth.
378707	--	25710-09-1520	Heterogeneous Black/Tan Friable Insulation	2	--	--	90+	--	--

Abbreviations:

Croc.	Crocidolite	Trem.	Tremolite	Synth.	Synthetic Fibers
Anth.	Anthophyllite	Actin.	Actinolite	CaSil.	Calcium Silicates

Explanation: Percentages will not necessarily add up to 100%, with the balance being nonfibrous filler and binder materials.
Comments: * Chrysotile was detected in the tile and mastic layers.

Analyst: Kirsten Bolda

Date: September 21, 2023

JMS Environmental Associates, Ltd.
Westmont, Illinois

Bulk Sample Analysis for Asbestos Content

Client: St. Mary's Episcopal Church, Crystal Lake
Project Name: Tarpley House 210 McHenry Ave. Crystal Lake
Client Project Ref:

Project Number: J-25710
Work Order: 36043
Batch Number: 36148

				Asbestos Fibers (%)			Nonasbestos-Fibers (%)		
				% By Visual Estimate					
Log Number	Layer I.D.	Sample Identification	Sample Description	Chrys.	Amos.	Other	Cellulose	Fibrous Glass	Other
378708	--	25710-09-1521	Heterogeneous Black/Brown Vinyl Tile/Mastic	<1*	--	--	<1	--	--
378709	--	25710-09-1522	Heterogeneous White/Tan Paint	--	--	--	<1	--	--
378710	--	25710-09-1523	Heterogeneous White/Tan Paint	---NON-FIBROUS---					
378711	--	25710-09-1524	Heterogeneous Black/Tan Vinyl Tile/Mastic	2**	--	--	--	--	--
378712	--	25710-09-1525	Heterogeneous Black/Grey Vinyl Tile/Mastic	3***	--	--	<1	--	--

Abbreviations:

Croc.	Crocidolite	Trem.	Tremolite	Synth.	Synthetic Fibers
Anth.	Anthophyllite	Actin.	Actinolite	CaSil.	Calcium Silicates

Explanation: Percentages will not necessarily add up to 100%, with the balance being nonfibrous filler and binder materials.
Comments: *Chrysotile was detected in the black mastic layer with a local concentration greater than 1%. **Chrysotile was detected in the tile layer.
***Chrysotile was detected in the tile and mastic layers.

Analyst: Kirsten Bolda

Kirsten Bolda

Date: September 21, 2023

JMS Environmental Associates, Ltd.
Westmont, Illinois

Bulk Sample Analysis For Asbestos Content

Client: St. Mary's Episcopal Church, Crystal Lake
Project Name: Tarpley House 210 McHenry Ave. Crystal Lake
Client Project Ref:

Project Number: J-25710
Work Order: 36043
Batch Number: 36148

				Asbestos Fibers (%)			Nonasbestos-Fibers (%)		
				% By Visual Estimate					
Log Number	Layer I.D.	Sample Identification	Sample Description	Chrys.	Amos.	Other	Cellulose	Fibrous Glass	Other
378713	--	25710-09-1526	Heterogeneous White/Grey Plaster	--	--	--	--	--	5/CaSil.
378714	--	25710-09-1527	Heterogeneous Grey Friable Insulation	50	--	--	3	--	--
378715	--	25710-09-1528	Heterogeneous Grey Friable Insulation	55	--	--	3	--	--
378716	--	25710-09-1529	Heterogeneous White/Grey Friable Insulation	10	1.5	--	--	<1	--
378717	--	25710-09-1530	Heterogeneous White Caulk	--	--	--	2	--	--

Abbreviations:

Croc.	Crocidolite	Trem.	Tremolite	Synth.	Synthetic Fibers
Anth.	Anthophyllite	Actin.	Actinolite	CaSil.	Calcium Silicates

Explanation: Percentages will not necessarily add up to 100%, with the balance being nonfibrous filler and binder materials.
Comments:

Analyst: Kirsten Bolda

Date: September 21, 2023

JMS Environmental Associates, Ltd.
Westmont, Illinois

Bulk Sample Analysis For Asbestos Content

Client: St. Mary's Episcopal Church, Crystal Lake
Project Name: Tarpley House 210 McHenry Ave. Crystal Lake
Client Project Ref:

Project Number: J-25710
Work Order: 36043
Batch Number: 36148

				Asbestos Fibers (%)			Nonasbestos-Fibers (%)		
				% By Visual Estimate					
Log Number	Layer I.D.	Sample Identification	Sample Description	Chrys.	Amos.	Other	Cellulose	Fibrous Glass	Other
378718	--	25710-09-1531	Heterogeneous White/Black Petroleum Based	--	--	--	--	3	15/Synth.
378719	--	25710-09-1532	Heterogeneous White/Grey Caulk	---NON-FIBROUS---					
378720	--	25710-09-1533	Homogeneous Black Petroleum Based	--	--	--	2	5	--
378721	--	25710-09-1534	Heterogeneous Black/Grey Petroleum Based	--	--	--	--	10	--
378722	--	25710-09-1535	Heterogeneous Black/Brown Petroleum Based	--	--	--	--	5	--

Abbreviations:

Croc.	Crocidolite	Trem.	Tremolite	Synth.	Synthetic Fibers
Anth.	Anthophyllite	Actin.	Actinolite	CaSil.	Calcium Silicates

Explanation: Percentages will not necessarily add up to 100%, with the balance being nonfibrous filler and binder materials.
Comments:

Analyst: Kirsten Bolda

Date: September 21, 2023

JMS Environmental Associates, Ltd.
Westmont, Illinois

Bulk Sample Analysis For Asbestos Content

Client: St. Mary's Episcopal Church, Crystal Lake
Project Name: Tarpley House 210 McHenry Ave. Crystal Lake
Client Project Ref:

Project Number: J-25710
Work Order: 36043
Batch Number: 36148

				Asbestos Fibers (%)			Nonasbestos-Fibers (%)		
				% By Visual Estimate					
Log Number	Layer I.D.	Sample Identification	Sample Description	Chrys.	Amos.	Other	Cellulose	Fibrous Glass	Other
378723	--	25710-09-1536	Heterogeneous White Caulk	---NON-FIBROUS---					
378724	--	25710-09-1537	Homogeneous Black Sheeting	--	--	--	5	<1	--
378725	--	25710-09-1538	Heterogeneous Black/Tan Sheeting	--	--	--	90+	--	--

Abbreviations:

Croc.	Crocidolite	Trem.	Tremolite	Synth.	Synthetic Fibers
Anth.	Anthophyllite	Actin.	Actinolite	CaSil.	Calcium Silicates

Explanation: Percentages will not necessarily add up to 100%, with the balance being nonfibrous filler and binder materials.
Comments:

Analyst: Kirsten Bolda

Date: September 21, 2023

JMS Environmental Associates, Ltd.

816 Burr Oak Drive ● Westmont, Illinois 60559 ● Tel: (630) 655-8500 ● Fax: (630) 655-8724

JMS

October 4, 2023

St. Mary's Episcopal Church, Crystal Lake
210 McHenry Avenue
Crystal Lake, IL 60014

Attn: Catherine Williams

JMS Project: 25710
JMS Batch: 36148

Re: Bulk Asbestos Analyses of sample(s) received 9/15/2023
Tarpley House 210 McHenry Ave., Crystal Lake

Dear Ms. Williams,

This report[1,2] summarizes the results[3] of the analysis of bulk material for asbestos performed by JMS Environmental Associates, Ltd. for St. Mary's Episcopal Church, Crystal Lake. A detailed analysis report has been included for your review.

The U.S.E.P.A defines a material as asbestos containing if the concentration of asbestos fibers is greater than 1% by weight. If the quantity of asbestos is determined to be <10% by visual estimate, the owner or operator may (1) elect to assume the amount of asbestos to be greater than 1% and treat the material as asbestos containing material or (2) request verification by point counting technique. If a result obtained by point count is different from a result obtained by visual estimation, the point count result will be used.

These sample(s) will be discarded after 3 months of their receipt unless instructed otherwise.

Should you require further assistance regarding this matter, the staff at JMS Environmental Associates, Ltd. is experienced and licensed in all aspects of asbestos consulting. If you have any questions regarding this report, please do not hesitate to contact us at JMS Environmental Associates, Ltd.

Respectfully submitted,

JMS ENVIRONMENTAL ASSOCIATES, LTD.

Robert J. Dal Santo
Analytical Services Manager

[1] This report shall not be reproduced except in full, without the written approval of the laboratory.
[2] This report must not be used to claim product endorsement by an accrediting organization or any other agency of the U.S. Government.
[3] Results relate only to the items tested.

ASBESTOS BULK MATERIAL ANALYSES:

This part of the report covers the results of bulk material analyses that JMS Environmental Associates, Ltd. conducted for St. Mary's Episcopal Church, Crystal Lake. The information that is presented in this report is representative of the sample(s) submitted to JMS Environmental Associates, Ltd.

The attached information tabulates the quantities of fibrous material found in each sample. The numbers will not necessarily add up to 100%, with the balance being filler and binder materials. The symbol (--) indicates not detected. A sample labeled heterogeneous indicates the possibility of significantly higher local concentrations than the averaged value reported. If the average asbestos content of a heterogeneous (multi-layered) sample is less than or equal to 1%, but greater than none detected (--), additional analysis by separate layers will be necessary to ensure that no layer in the sample contains greater than one percent asbestos.

Vinyl floor tiles may contain thin fibers <0.25 μm in diameter that are below the resolution of the polarized light microscope (PLM). The U.S.E.P.A. recommends that vinyl floor tiles analyzed by PLM in which asbestos is not detected or detected in quantities less than or equal to 1% be verified by transmission electron microscopy (TEM). Fed. Reg. Vol. 59, No. 146, 8/1/94, p. 38970-38971.

Sample analysis has been performed in accordance with the United States Environmental Protection Agency's 40 CFR Appendix E to Subpart E of part 763, "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" and supplemented by EPA/600/R-93/116, July 1993 – "Method for the Determination of Asbestos in Bulk Building Materials." Analysis was initiated by a stereoscopic examination of the sample as received. Any obvious fractions were noted and samples of each fraction were mounted for polarized light microscopy in a 1.515 index liquid. When mounting samples, any fibrous material is thoroughly separated for optical measurements. Classification of suspected asbestos fibers is achieved by determining the morphology, isotropy, pleochroism, extinction angle, sign of elongation, birefringence and refractive indices. Concurrently, the relative abundance of any asbestos material, other fibers, fillers and binders is determined. Identification of non-asbestos material is not as rigorous as these are not the species of interest.

Quantities measured by calibrated visual estimates are determined by comparing areal coverage and thickness of various species present to reference material standards of known weight percent. The quantity "<1" is reported when asbestos events are observed but determined by calibrated visual estimate to be less than 1%.

Point count percentages are obtained by calculating the ratio of asbestos events counted to total number of particles counted. A minimum of 400 total points is counted over 8 or more preparations to establish statistical significance. The quantity of "<1" is reported when 1

ASBESTOS BULK MATERIAL ANALYSES: (continued)

to 3 asbestos events are detected within a minimum 400-point count or when asbestos events are observed but none are counted within a minimum 400-point count.

The overall uncertainty of asbestos analysis is determined in part by analyzing in-house reference material. Quantity measurements from in-house reference material can be used to determine the accuracy of asbestos quantifying methods. The following JMS accuracy values for critical asbestos quantities have been calculated:

Method	Quantity of Asbestos	Accuracy of Measurement
Point Count	1.0% - 10.0%	±2.0%
CVES	1% – 10%	±3%

When suspected asbestos fibers are observed, they are classified by measuring the following optical properties: refractive index, birefringence, extinction angle, pleochroism, isotropy, sign of elongation, and color. Fibers having optical properties consistent with predefined values are classified as asbestos.

The optical properties of the various forms of asbestos are as follows:

Amosite:	Straight thin single fibers and bundles of such fibers usually with cleanly broken ends on individual fibers; refractive indices of 1.664-1.686 and 1.687-1.729, birefringence 0.020-0.033 and parallel extinction.
Chrysotile:	Thin fibers and fiber bundles with both straight and wavy sections. The ends of bundles tend to be frayed. Indices are 1.529-1.559 and 1.537-1.576, birefringence of 0.004-0.016 and the fibers exhibit parallel extinction.
Anthophyllite:	Similar in morphology to amosite but refractive indices of 1.606-1.648 and 1.626-1.670, birefringence of 0.013-0.025 and extinction is parallel.
Crocidolite:	Similar in morphology to amosite but is distinguished by blue to blue-green pleochroic coloration and indices of 1.680-1.698 and 1.685-1.706. It is commonly referred to as blue asbestos.
Tremolite-Actinolite Series:	Transparent, elongated furrowed prisms, usually with uneven jagged ends and smooth sides, with oblique extinction and positive elongation; indices are 1.559-1.612 and 1.625-1.637. The two minerals are very similar chemically and grade into each other.

Attached with this section of the report are the analytical results of the bulk material samples.

JMS Environmental Associates, Ltd.
Westmont, Illinois
Quantitation By Point Count For Bulk Asbestos Content

Client: St. Mary's Episcopal Church, Crystal Lake
Project Name: Tarpley House 210 McHenry Ave. Crystal Lake
Client Project Ref:

Project Number: J-25710
Work Order: 36043
Batch Number: 36148

				Asbestos Fibers (%)			Nonasbestos-Fibers (%)		
				% By Point Count					
Log Number	Layer I.D.	Sample Identification	Sample Description	Chrys.	Amos.	Other	Cellulose	Fibrous Glass	Other
378692	--	25710-09-1505	Heterogeneous* White/Grey/Tan Ceiling Tile	0.7	--	--	<1	75	--
378702	--	25710-09-1515	Heterogeneous* White Paint/Plaster	--**	--	--	--	--	--

Abbreviations:

Croc.	Crocidolite	Trem.	Tremolite	Synth.	Synthetic Fibers
Anth.	Anthophyllite	Actin.	Actinolite	CaSil.	Calcium Silicates

Explanation: Percentages will not necessarily add up to 100%, with the balance being nonfibrous filler and binder materials.
Comments: *Sample was homogenized prior to point count per client request. ** Chrysotile asbestos events observed but not detected by point count.

Analyst: Kirsten Bolda

Date: October 4, 2023

LABORATORY ACCREDITATION

United States Department of Commerce
National Institute of Standards and Technology

Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 102012-0

JMS Environmental Associates, Ltd.

Westmont, IL

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).

2023-04-01 through 2024-03-31

Effective Dates

For the National Voluntary Laboratory Accreditation Program

National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

JMS Environmental Associates, Ltd.
816 Burr Oak Drive
Westmont, IL 60559
Mr. John Aschbacher
Phone: 630-655-8500 Fax: 630-655-8724
Email: jaschbacher@jmsenviro.com
http://www.jmsenviro.com

ASBESTOS FIBER ANALYSIS **NVLAP LAB CODE 102012-0**

Bulk Asbestos Analysis

Code	*Description*
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

For the National Voluntary Laboratory Accreditation Program

UNITED STATES DEPARTMENT OF COMMERCE
National Institute of Standards and Technology
Gaithersburg, Maryland 20899

March 24, 2023

John Aschbacher
JMS Environmental Associates, Ltd.
816 Burr Oak Drive
Westmont, IL 60559

NVLAP Lab Code: 102012-0

Dear Mr. Aschbacher,

Thank you for continuing your accreditation for Asbestos Fiber Analysis under the National Voluntary Laboratory Accreditation Program (NVLAP). This accreditation is effective until March 31, 2024, provided that your laboratory continues to comply with the accreditation requirements contained in the NVLAP Procedures.

Your updated accreditation documents are enclosed. You may reproduce these documents in their entirety and use the NVLAP symbol and/or term to reference your accredited status in accordance with the requirements published in NIST Handbook 150, 1.8. Accreditation does not relieve your laboratory from observing and complying with any applicable existing laws and/or regulations.

We are pleased to have you participate in NVLAP and look forward to your continued association with this program. If you have any questions concerning your NVLAP accreditation, please direct them to Shelby Conyers, Program Manager, Laboratory Accreditation Program, National Institute of Standards and Technology, 100 Bureau Dr. Stop 2140, Gaithersburg, MD 20899-2140; .

Sincerely,

Dana S. Leaman, Chief
National Voluntary Laboratory Accreditation Program

INSPECTOR LICENSING

IDPH
ILLINOIS DEPARTMENT OF PUBLIC HEALTH

525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • www.dph.illinois.gov

JOSEPH R STERNER
1319 W DOWNER PLACE
AURORA, IL 60506

2/10/2023

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 19790

Enclosed is your Asbestos Professional License. Please note the expiration date on the card and in the image depicted below.

COPY OF THE ASBESTOS PROFESSIONAL LICENSE

Front of License

IDPH

ASBESTOS PROFESSIONAL LICENSE

ID NUMBER	ISSUED	EXPIRES
100 - 19790	**2/10/2023**	**05/15/2024**

JOSEPH R STERNER
1319 W DOWNER PLACE
AURORA, IL 60506
Environmental Health



Back of License

ENDORSEMENTS	TC EXPIRES
INSPECTOR	11/11/2023
PROJECT MANAGER	6/11/2023
AIR SAMPLING PROFESSIONAL	

Alteration of this license shall result in legal action
This license issued under authority of the State of Illinois Department of Public Health
This license is valid only when accompanied by a valid training course certificate.

If you have any questions or need further assistance, contact the Asbestos Program at (217)782-3517 or fax (217)785-5897.

Our WEB address is: dph.illinois.gov/topics-services/environmental-health-protection/asbestos
EMAIL Address: dph.asbestos@illinois.gov

7233 S. Adams Street | Willowbrook, IL 60527
(630) 655-3900 | www.otssafety.com

2022

OCCUPATIONAL TRAINING & SUPPLY, INC.

Asbestos Building Inspector Refresher

Occupational Training & Supply, Inc. certifies that

Joseph Richard Sterner

has successfully completed the Asbestos Building Inspector Refresher course and has passed the competency exam with a minimum score of 70%. The course is accredited by the Illinois Department of Public Health and Indiana Department of Environmental Management for purposes of accreditation in accordance with EPA 40 CFR 763, Asbestos Hazard Emergency response Act (AHERA) and TSCA Title II.

Course Date: 11/11/2022

Exam Date: 11/11/2022

Expiration Date: 11/11/2023

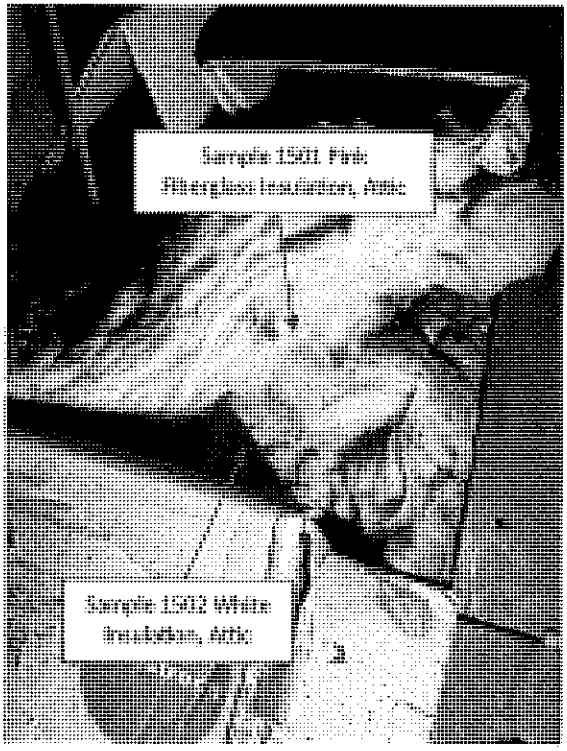
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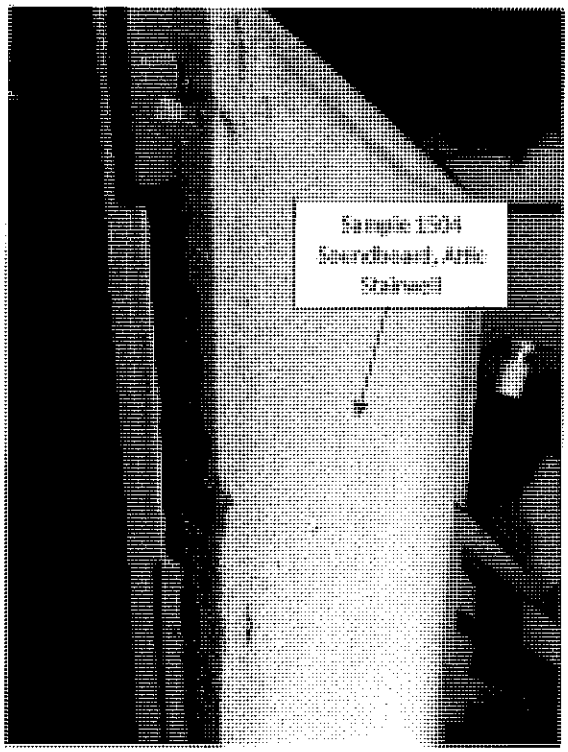
Kathy DeSalvo, Director

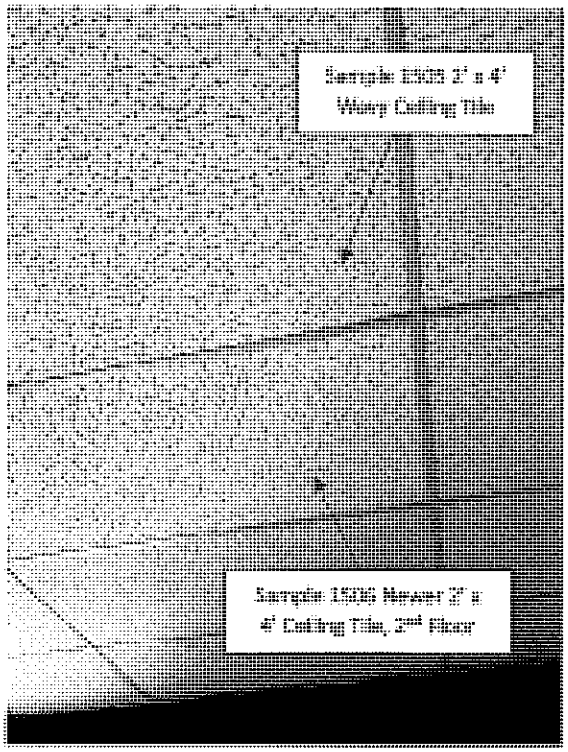
SITE PHOTOS

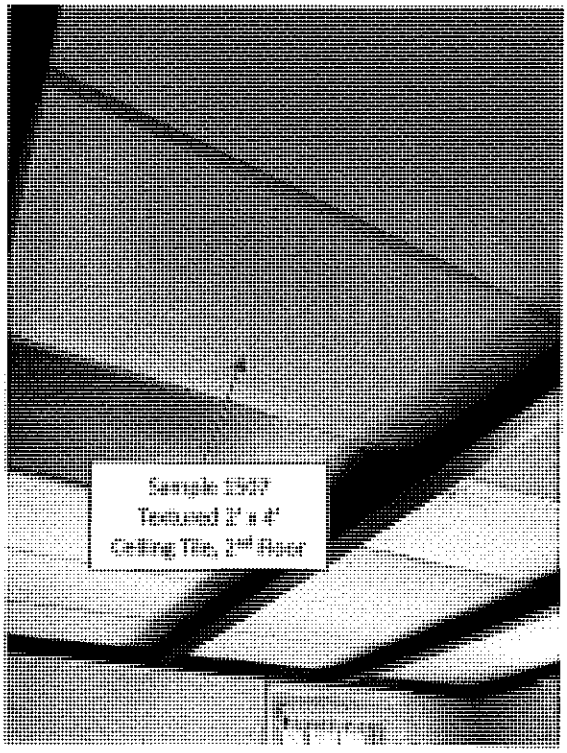
J25710

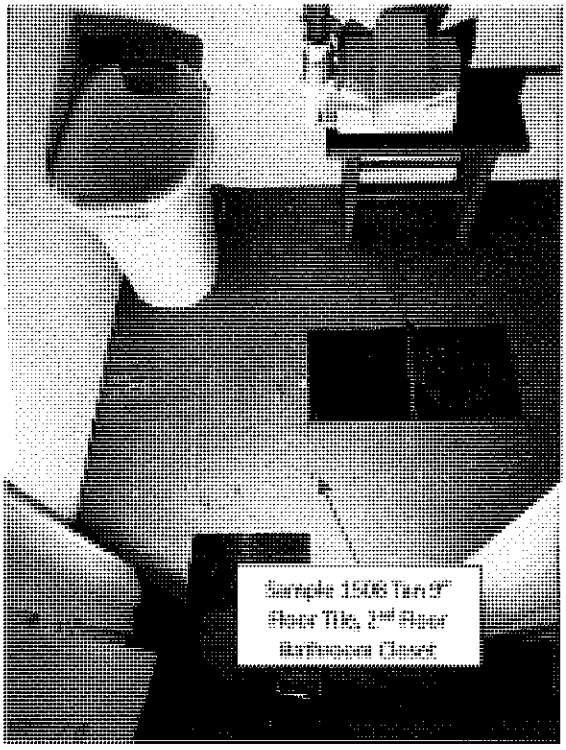
210 McHenry Ave Inspection Photos

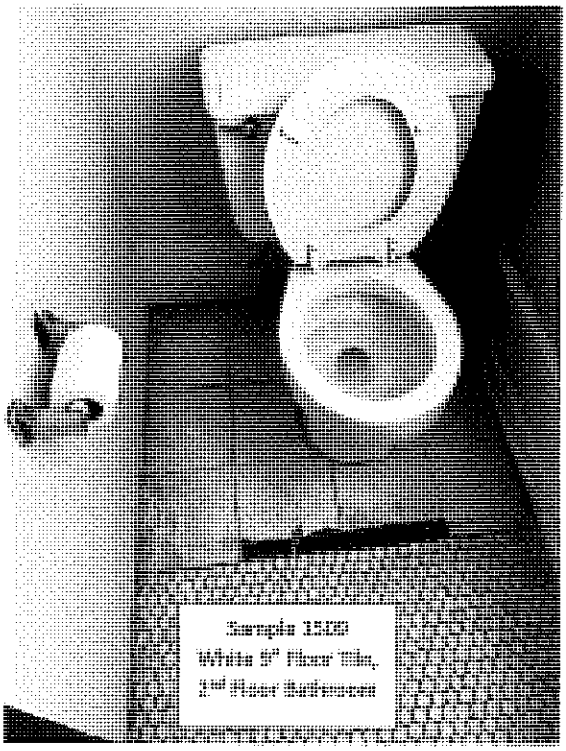


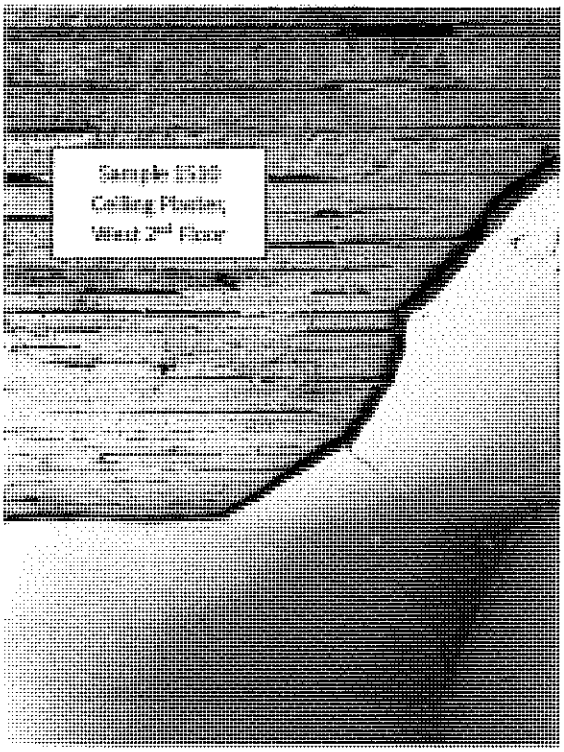


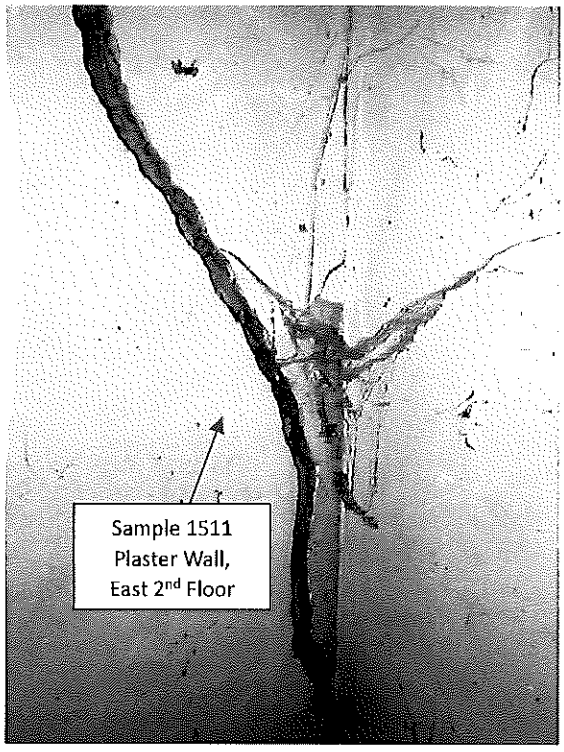


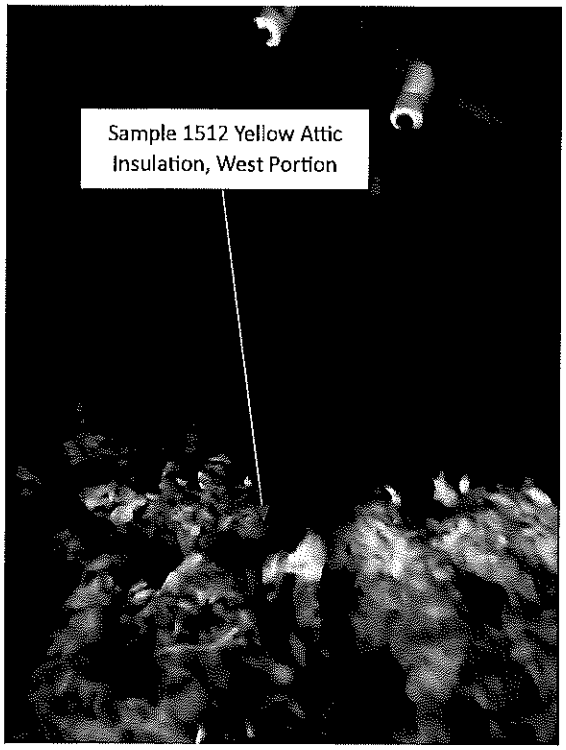


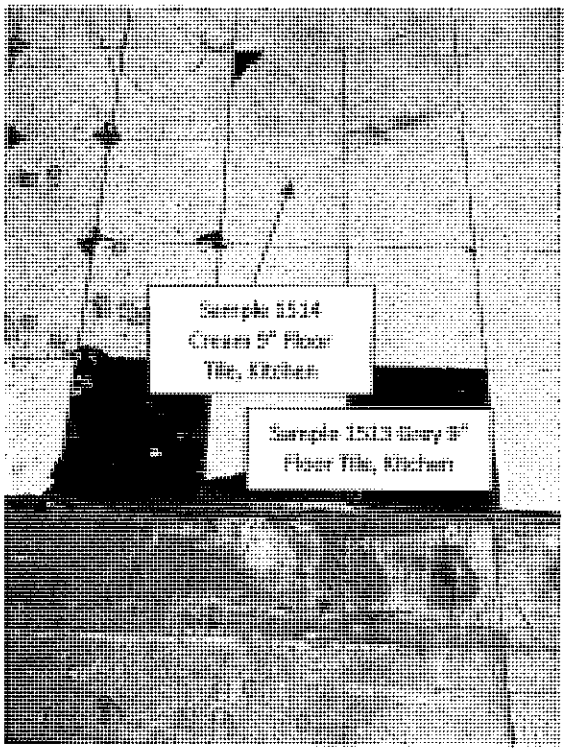

Sample 1508 Tan 9"
Floor Tile, 2nd Floor
Bathroom Closet

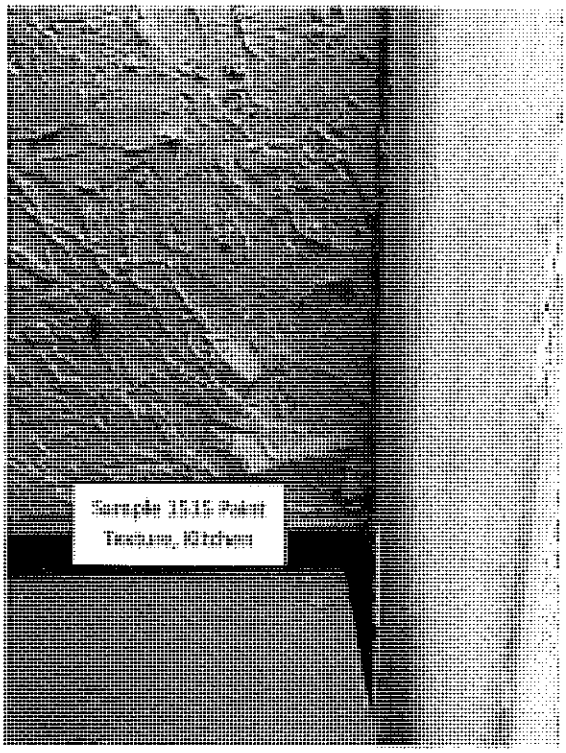

Sample 1509
White 9" Floor Tile,
1st Floor Bathroom

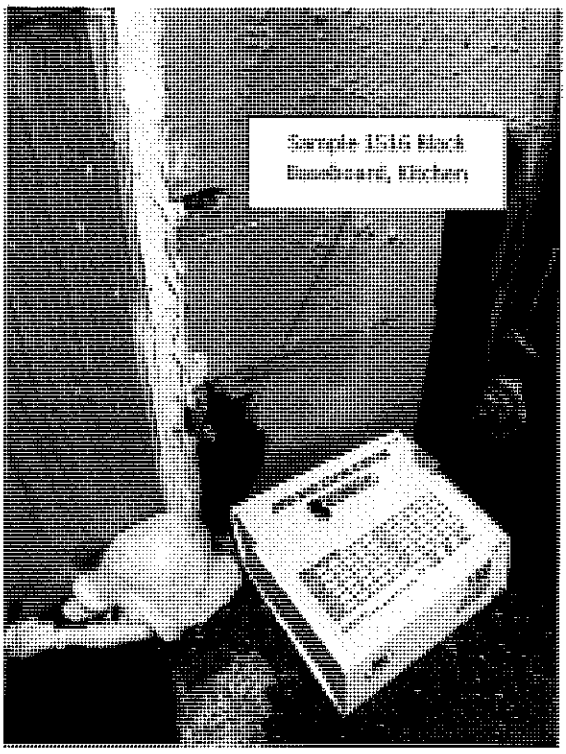

Sample 1510
Ceiling Plaster,
West 2nd Floor

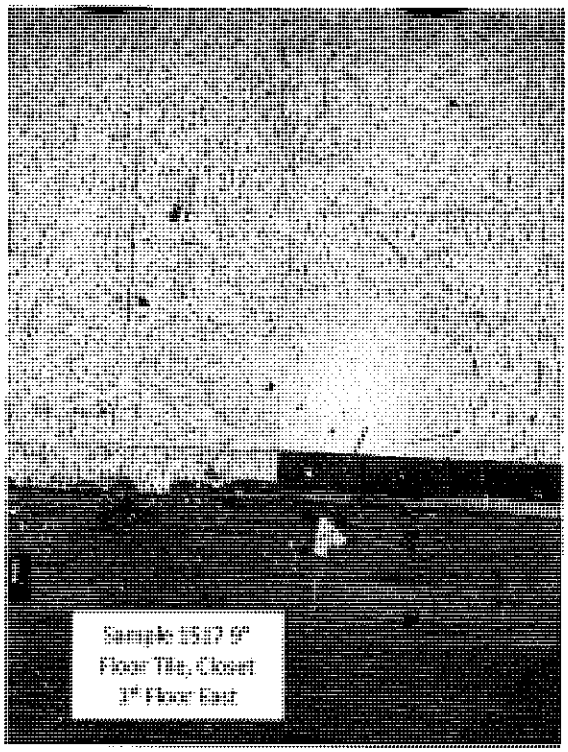

Sample 1511
Plaster Wall,
East 2nd Floor

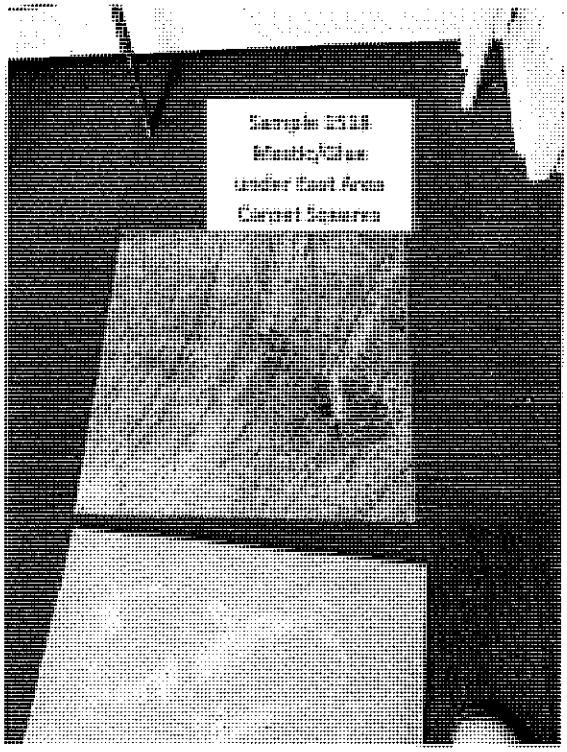

Sample 1512 Yellow Attic
Insulation, West Portion

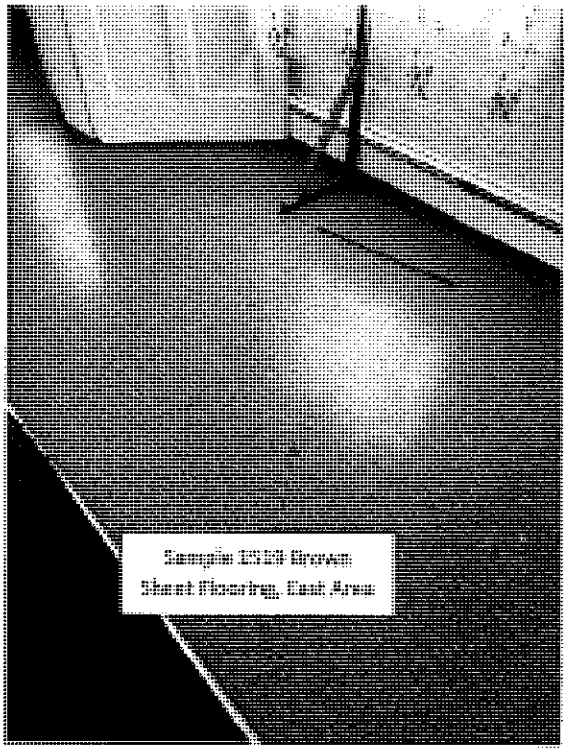

Sample 1514
Cream 9" Floor
Tile, Kitchen
Sample 1513 Grey 9"
Floor Tile, Kitchen

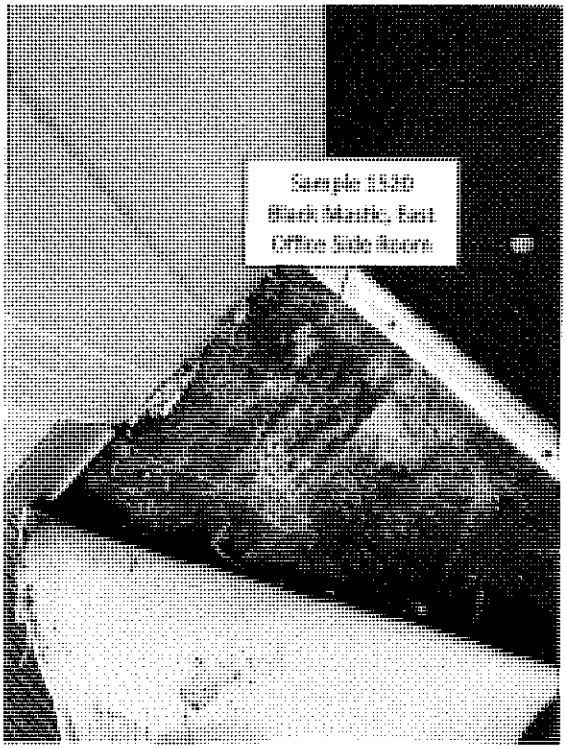

Sample 1515 Paint
Texture, Kitchen

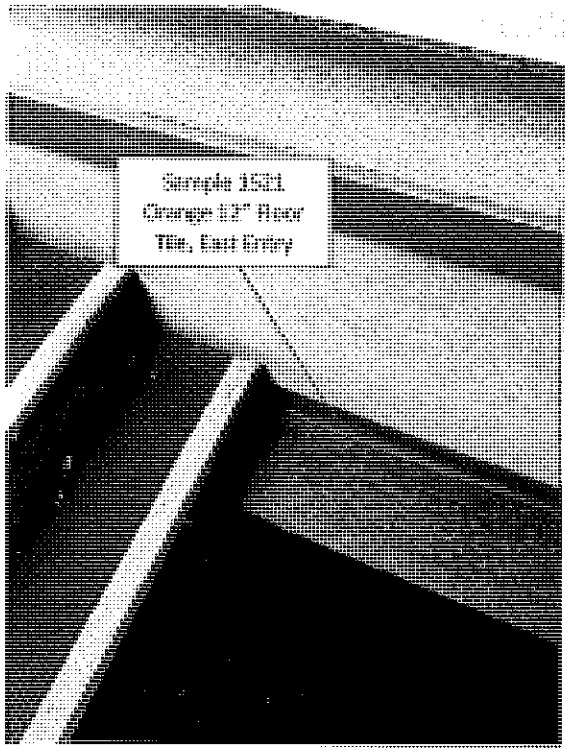

Sample 1516 Black
Baseboard, Kitchen

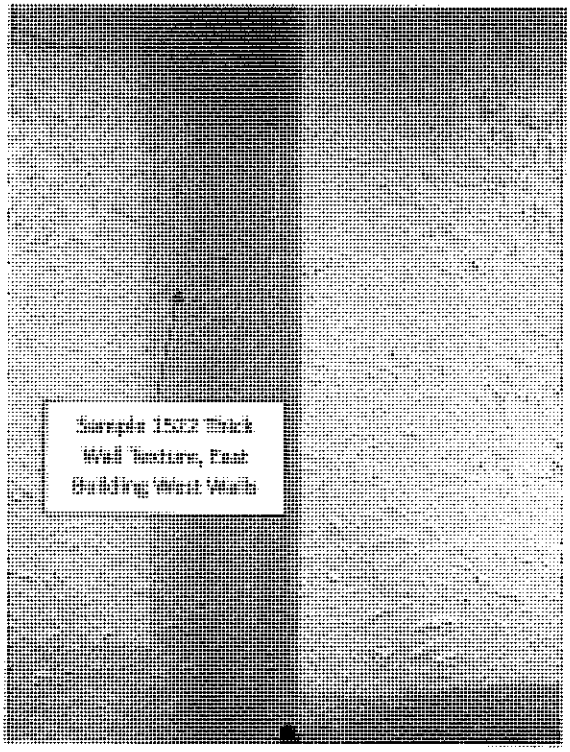

Sample 1537 9"
Floor Tile, Closet
1st Floor East

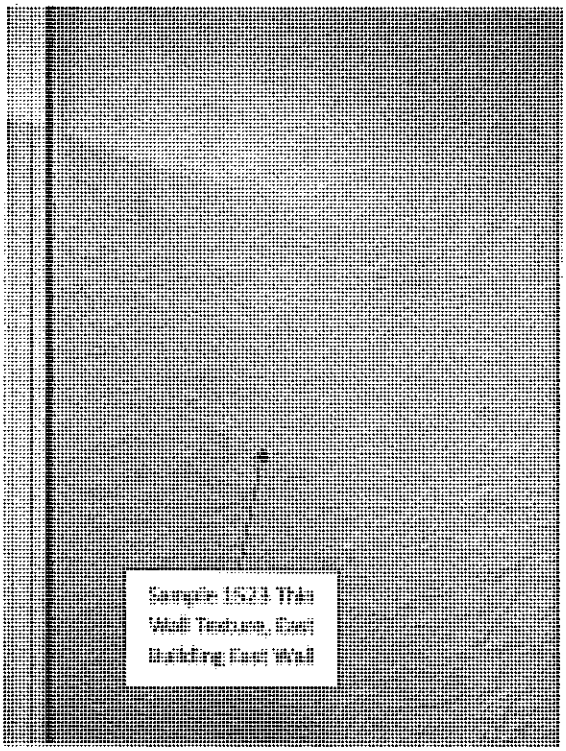

Sample 1538
Mastic/Glue
under East Area
Carpet Squares

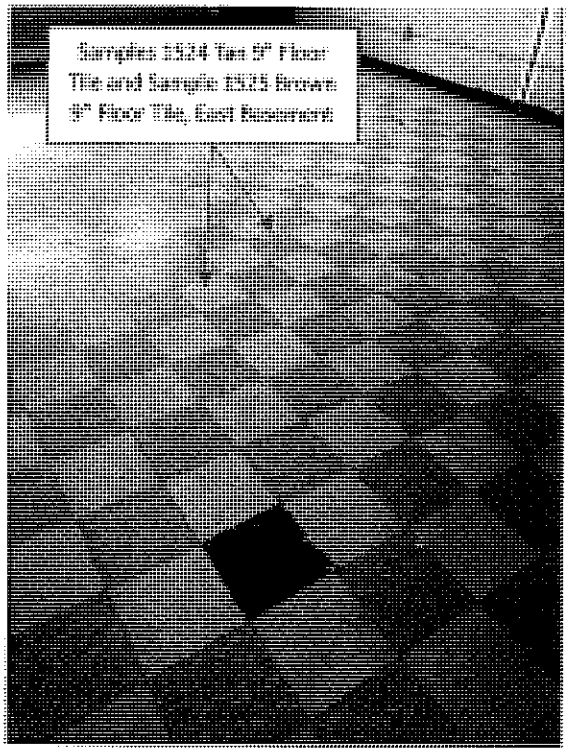

Sample 1539 Brown
Sheet Flooring, East Area

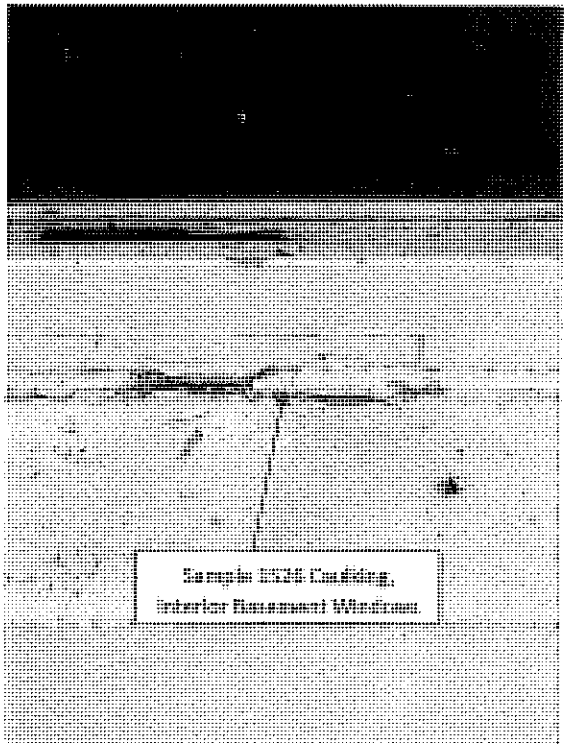

Sample 1540
Black Mastic, East
Office Side Room

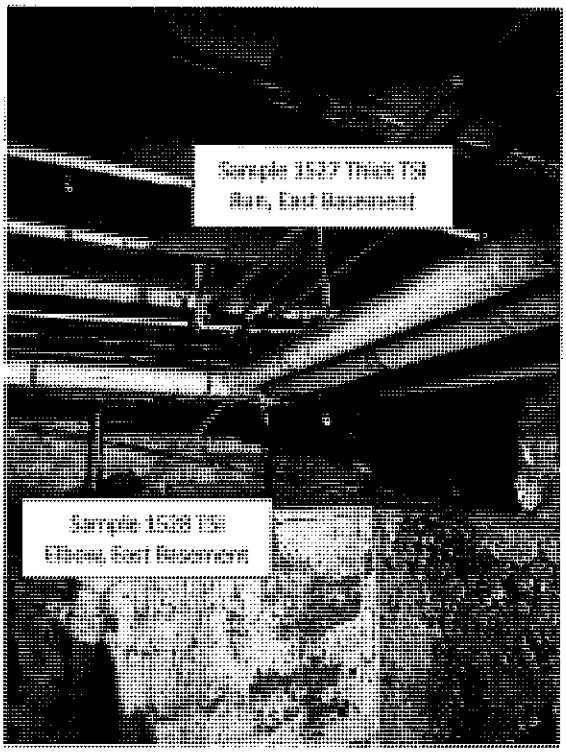

Sample 1521
Orange 12" Floor
Tile, East Entry

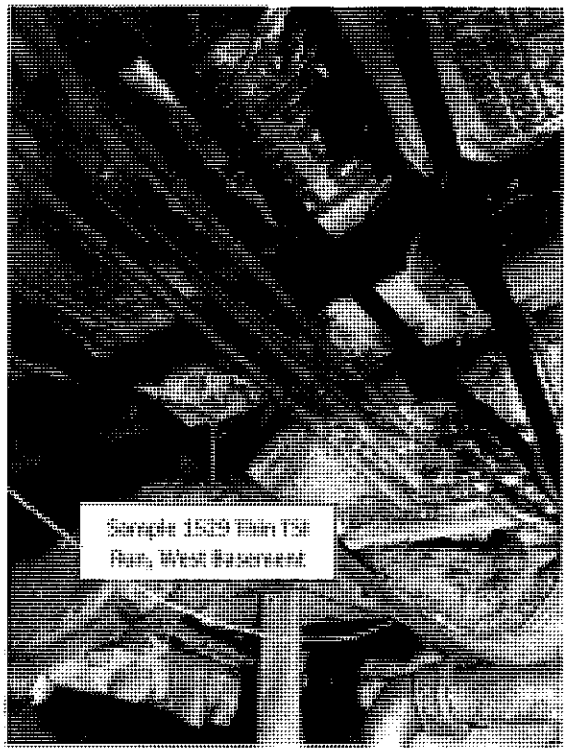

Sample 1522 Thick
Wall Texture, East
Building West Walls

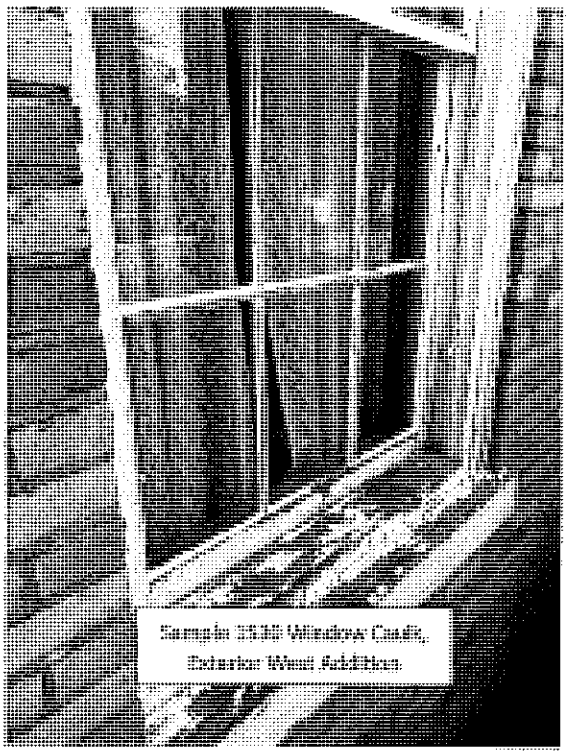

Sample 1523 Thin
Wall Texture, East
Building East Wall

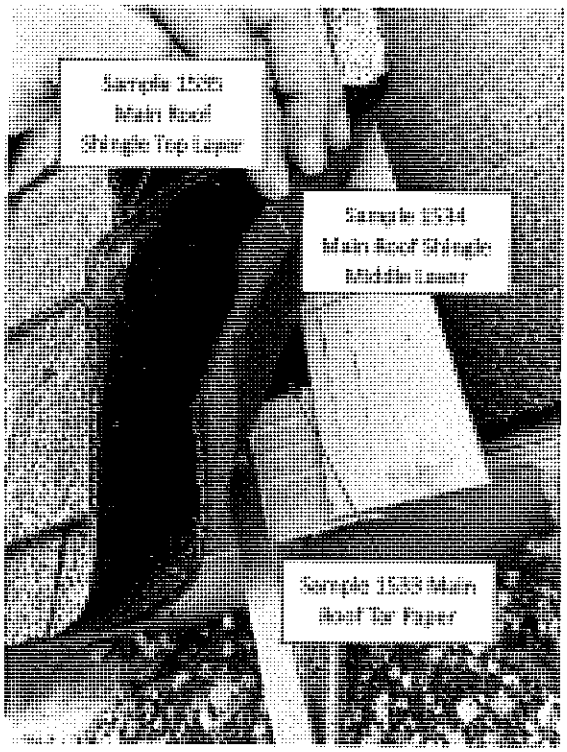

Samples 1524 Tan 6" Floor
Tile and Sample 1525 Brown
6" Floor Tile, East Basement

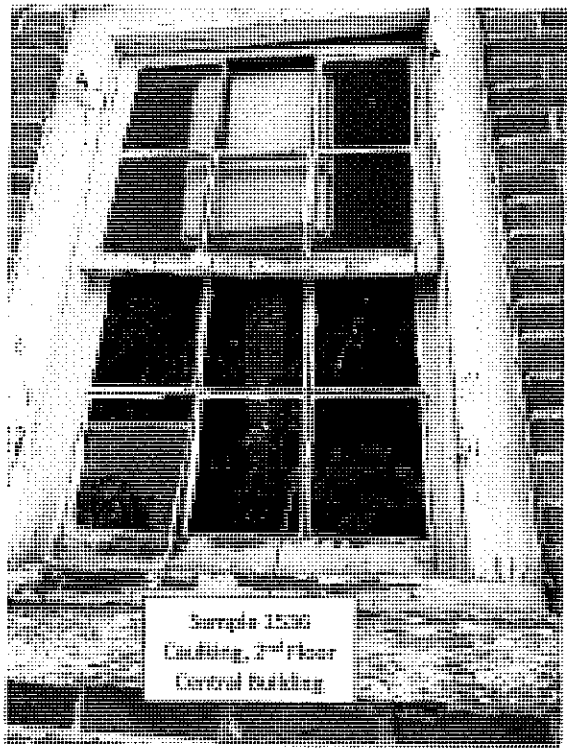

Sample 1536 Caulking,
Interior Basement Windows

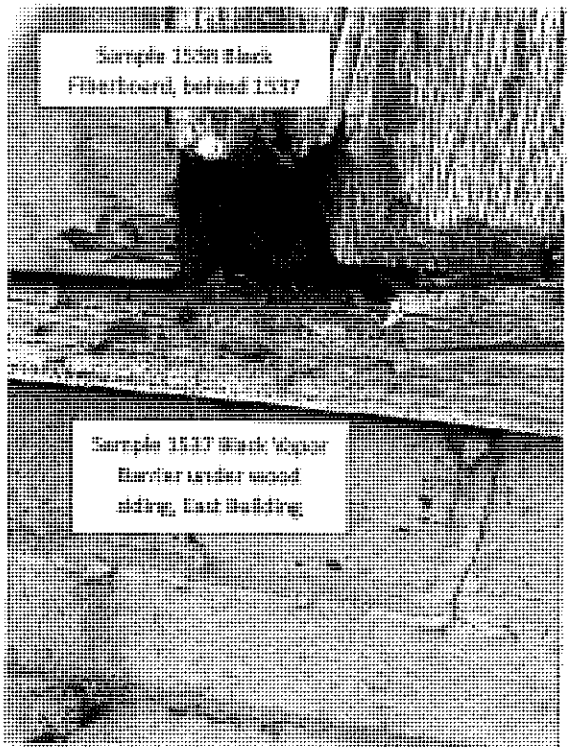

Sample 1537 Thick TSI
Run, East Basement
Sample 1538 TSI
Elbow, East Basement


Sample 1539 Thin TSI
Run, West Basement


Sample 1540 Window Caulk,
Exterior West Addition


Sample 1535
Main Roof
Shingle Top Layer
Sample 1534
Main Roof Shingle
Middle Layer
Sample 1533 Main
Roof Tar Paper


Sample 1536
Cladding, 2nd Floor
Central Building


Sample 1538 Black
Fiberboard, behind 1537
Sample 1537 Black Vapor
Barrier under wood
siding, East Building

Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: October 21, 2025

Item: Fire Rescue Staff Vehicle 302 Additional Emergency Lighting

Staff Recommendation: Motion to adopt a Resolution authorizing additional funds to Utilitac Equipment and Upfitting, LLC for the purchase, upfit and delivery of Vehicle 204, a 2024 Chevrolet Tahoe, in the amount of $2,998.68.

Staff Contact: Craig Snyder, Fire Rescue Chief
Tim Spencer, Public Works Superintendent

Background:

City Vehicle #302 is a 2024 Chevy Tahoe, authorized for purchase by City Council on August 20, 2024 in the amount of $73,474.05. Fire Rescue Chief utilizes this vehicle as a response and command vehicle.

After receiving the 2024 Tahoe, Fire Rescue Staff discovered that the rear pillar lighting was not sufficient for safety during operations. The additional lighting inadvertently excluded from the original order is at the rear of the vehicle and can be seen when the rear tailgate is raised, providing safety to personnel in a response and operations mode. As no contingency was provided when the new vehicle was authorized in 2024, additional funding is requested to complete the upfit of the vehicle. The updated lighting package has already been installed by the vendor. This approval will allow the City to make payment.

Recommendation:

It is the joint recommendation of the Fire Rescue Department and the Public Works Department that City Council approve a Resolution authorizing additional funds in the amount of $2,998.68 to Utilitac Equipment and Upfitting, LLC for the addition of the rear pillar lighting to the 2024 Tahoe SSV, City Vehicle #302.

Votes Required to Pass:

Simple Majority

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that an additional $2,998.68 is hereby authorized to Utilitac Equipment and Upfitting, LLC for completing the purchase, upfit and delivery of City Vehicle #302, a 2024 Chevy Tahoe.

DATED this 21st day of October, 2025.

CITY OF CRYSTAL LAKE,
An Illinois Municipal Corporation

By: _____
Haig Haleblian, MAYOR

SEAL
ATTEST

_____
CITY CLERK

PASSED: October 21, 2025
APPROVED: October 21, 2025

Draft

UTILITAC - National
1 Bark Street
Ridgway, PA 15853

America's Commercial Vehicle Source

Invoice INV/2025/00261

Crystal Lake IL Fire Rescue Department
100 W Woodstock St
Crystal Lake IL 60014

Invoice Date	Due Date	Source	Reference
06/16/2025	07/16/2025	UTE05254, UTE05075	1GNSKED5RR223358

Description	Quantity	Unit Price	Disc.%	Taxes	Amount
****CHANGE ORDER** UTE05254**					
D-PILLAR LIGHTS					
[RPWD54-OEI2K/OEI2M] Whelen Pillar / Visor Lights (Rear Pillar, 2021-2024 Tahoe, Red/Blue, Clear) [RPWD54-OEI2K/OEI2M] Whelen Pillar / Visor Lights (Rear Pillar, Tahoe, Red/Blue, Clear)	1.00 Units	1,327.10	0.00	Tax Exempt	$ 1,327.10
Change Order Labor (Lighting) **** LIFETIME WARRANTY ****	4.00 Hours	112.18	0.00	Tax Exempt	$ 448.72
OPTICOM					
[T792HL-LOPRO-R] Tomar Strobecom II	1.00 Units	1,011.52	5.00	Tax Exempt	$ 960.94
Change Order Labor (Wiring + Electronics) **** LIFETIME WARRANTY ****	2.00 Hours	112.18	10.00	Tax Exempt	$ 201.92
[Delivery_007] Vendor Equipment Delivery Standard delivery	1.00 Units	60.00	0.00	Tax Exempt	$ 60.00
				Subtotal	$ 2,998.68
VEHICLE					

UTILITAC - National
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America's Commercial Vehicle Source

Invoice INV/2025/00261

Description	Quantity	Unit Price	Disc.%	Taxes	Amount
[24TAHSSV-WHITE] 2024 Chevy Tahoe (SSV, White, National/No Contract)	1.00 Units	56,106.00	0.00	Tax Exempt	$ 56,106.00
				Subtotal	$ 56,106.00
CONSOLE					
[PKG-VSX-1800-TAH-PM] Havis Consoles (2021-2024 Tahoe, Printer Mount, VSX Trimmed) [PKG-VSX-1800-TAH-PM] Havis Consoles (Tahoe, Printer Mount, VSX Trimmed)	1.00 Units	776.30	0.00	Tax Exempt	$ 776.30
[C-ARM-1001] Havis Arm Rests (Accessory Pocket)	1.00 Units	222.60	0.00	Tax Exempt	$ 222.60
[C-MCB] Havis Mic Clip Bracket (Standard)	2.00 Units	13.30	0.00	Tax Exempt	$ 26.60
[MMSU-1] Magnetic Mic	2.00 Units	27.97	0.00	Tax Exempt	$ 55.94
PA Labor (Console) Utilitac Installation (Console) **** LIFETIME WARRANTY ****	6.00 Hours	112.18	0.00	Tax Exempt	$ 673.08
				Subtotal	$ 1,754.52
SIREN CONTROLLER					
[C399] Whelen Smart Siren/Controller (Remote / Controller Only, 100 Watt)	1.00 Units	871.29	0.00	Tax Exempt	$ 871.29
[CCTL6] Whelen Control Heads (Rotary Knob)	1.00 Units	310.21	0.00	Tax Exempt	$ 310.21
[C399SP] Whelen Vehicle Cable (2021-2024 Tahoe) [C399SP] Whelen Vehicle Cable (Tahoe)	1.00 Units	126.63	0.00	Tax Exempt	$ 126.63

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America's Commercial Vehicle Source

Invoice INV/2025/00261

Description	Quantity	Unit Price	Disc.%	Taxes	Amount
[CEXAMP] Whelen External Amplifier	1.00 Units	246.56	0.00	Tax Exempt	$ 246.56
[SA315U] Whelen Siren Speaker	2.00 Units	253.89	0.00	Tax Exempt	$ 507.78
[SAK70] Whelen Speaker Brackets (2021-2024 Tahoe, Universal) [SAK70] Whelen Speaker Brackets (Tahoe, Universal)	1.00 Units	34.17	0.00	Tax Exempt	$ 34.17
PA Labor (Wiring + Electronics) Utilitac Installation (Wiring + Electronics) **** LIFETIME WARRANTY ****	15.00 Hours	112.18	0.00	Tax Exempt	$ 1,682.70
				Subtotal	$ 3,779.34
LIGHTING					
[BSFW54X-ISDE/ISDD] Whelen Interior Lightbar (2021-2024 Tahoe, Full Windshield, Red/Blue) [BSFW54X-ISDE/ISDD] Whelen Interior Lightbar (Tahoe, Full Windshield, Red/Blue)	1.00 Units	1,457.92	0.00	Tax Exempt	$ 1,457.92
[I2E] Whelen Surface Mount (ION, Blue/White, Screw Mount, Clear) (2) Mounted in the bumper light channel	2.00 Units	134.67	0.00	Tax Exempt	$ 269.34
[I2D] Whelen Surface Mount (ION, Red/White, Screw Mount, Clear) (2) Mounted in the bumper light channel	2.00 Units	134.67	0.00	Tax Exempt	$ 269.34
[TCRWX5-JC] Whelen Running Board Light (5-Module, Red/Blue/White, Clear) Whelen Running Board Light (5-Module, Red/Blue/White, Clear) (2) Mounted between the running boards and rocker panels	2.00 Units	912.28	0.00	Tax Exempt	$ 1,824.56

UTILITAC - National
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America's Commercial Vehicle Source

Invoice INV/2025/00261

Description	Quantity	Unit Price	Disc.%	Taxes	Amount
[TCRB54A] Whelen Running Board Bracket (2021-2024 Tahoe) [TCRB54A] Whelen Running Board Bracket (Tahoe)	2.00 Units	71.28	0.00	Tax Exempt	$ 142.56
[MBCT21-MBI2J] Whelen Mirror-Beam (Clear, 2021-2024 Tahoe, Mirror Beam, Red/Blue) [MBCT21-MBI2J] Whelen Mirror-Beam (Clear, Tahoe, Mirror Beam, Red/Blue)	1.00 Units	324.95	0.00	Tax Exempt	$ 324.95
[TSS0JA] Whelen Surface Mount (T-Series, Red/Blue/Amber, Screw Mount, Clear) (2) Mounted on the side of the front bumper (AUX Turn)	2.00 Units	148.07	0.00	Tax Exempt	$ 296.14
[TSS0J] Whelen Surface Mount (T-Series, Red/Blue, Screw Mount, Clear) (2) Mounted in the cargo windows	2.00 Units	133.33	0.00	Tax Exempt	$ 266.66
[TSS0JC] Whelen Surface Mount (T-Series, Red/Blue/White, Screw Mount, Clear) (2) Mounted next to the license plate (AUX Reverse)	2.00 Units	148.07	0.00	Tax Exempt	$ 296.14
[TIONBKT1] Whelen Surface Mount Bracket (T-Series, Universal, 90 Degree Bracket) Whelen Surface Mount Bracket (T-Series, Universal, 90 Degree Bracket)	1.00 Units	25.46	0.00	Tax Exempt	$ 25.46
[TIONBKT2] Whelen Surface Mount Bracket (T-Series, Universal, License Plate) Whelen Surface Mount Bracket (T-Series, Universal, License Plate)	1.00 Units	32.83	0.00	Tax Exempt	$ 32.83
[OEWD54-OEI2K/OEI2M] Whelen Pillar / Visor Lights (Rear Visor, 2021-2024 Tahoe, Red/Blue, Clear) [OEWD54-OEI2K/OEI2M] Whelen Pillar / Visor Lights (Rear Visor, Tahoe, Red/Blue, Clear)	1.00 Units	1,172.50	0.00	Tax Exempt	$ 1,172.50
[VTX9J] Whelen Hideaway (Red/Blue) (2) Mounted in the reverse lights	2.00 Units	98.49	0.00	Tax Exempt	$ 196.98

UTILITAC - National
1 Bark Street
Ridgway, PA 15853

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Invoice INV/2025/00261

Description	Quantity	Unit Price	Disc.%	Taxes	Amount
PA Labor (Lighting) Utilitac Installation (Lighting) **** LIFETIME WARRANTY ****	16.00 Hours	112.18	0.00	Tax Exempt	$ 1,794.88
				Subtotal	$ 8,370.26
OTHER					
XPEL Window Tint (PRIME Nano-Ceramic) Tint Level: 20% Tint Position: Front Windows, Rear Windows	1.00 Units	520.00	0.00	Tax Exempt	$ 520.00
				Subtotal	$ 520.00
****CHANGE ORDER ****					
[4416321] WeatherTech Floor Mats (2021-2024 Tahoe, Front) [4416321] WeatherTech Floor Mats (Tahoe, Front)	1.00 Units	117.56	0.00	Tax Exempt	$ 117.56
PA Labor (Window Tint) Utilitac Installation (Window Tint) **** LIFETIME WARRANTY ****	1.00 Hours	112.18	0.00	Tax Exempt	$ 112.18
Shop Supplies Allowance Wire, Terminals, Fuses, Heat Shrink, Etc.	1.00 Units	600.00	0.00	Tax Exempt	$ 600.00
PA Vehicle Transportation - Mileage Vehicle Transportation - Mileage	572.00 mi	2.00	0.00	Tax Exempt	$ 1,144.00
[Delivery_007] Vendor Equipment Delivery Standard delivery	1.00 Units	249.99	0.00	Tax Exempt	$ 249.99
				Subtotal	$ 2,223.73
Down Payments					
Down Payment (ref: INV/2025/00059 on 01/10/2025)	-1.00 units	56,106.00	0.00		$ -56,106.00

UTILITAC - National
1 Bark Street
Ridgway, PA 15853

America's Commercial Vehicle Source

Invoice INV/2025/00261

Description	Quantity	Unit Price	Disc.%	Taxes	Amount
				Subtotal	$ -56,106.00

Payment terms: 30 Days

Untaxed Amount	$ 19,646.53
Tax Exempt	$ 0.00
Total	**$ 19,646.53**

Payment Communication: **INV/2025/00261**

Terms & Conditions

To approve, please click accept or sign and return. By approving you are agreeing to all the terms below.

- **Payment:** Unless otherwise specified, account terms require vehicles to be paid NET30 upon acceptance of the proposal and the remainder of the proposal is to be paid NET30 immediately following completion of scheduled work.
- **Limitations:** This is a proposal valid for only 30 days. Truck cassis must come ready to accept the body and any additional work or modifications will be barred by the customer. Additional shipping charges not listed on the proposal may incur.
- **Contracts:** If applicable to this project, National BuyBoard Contract # 698-23 or PA COSTARS contract #012-E22-242 / #025-E22-476 applies.
- **Fees:** Custom orders can not be canceled or returned. Cancellation fee of an approved quote is 5% of the total cost. If the manufacturer charges a restocking fee for any items, the customer is responsible for charges. No returns on any items after 30 days.

Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: October 21, 2025

Item: Intergovernmental Grant Agreement between the Federal Emergency Management Association (FEMA) and Sourcewell Purchasing Cooperative Agreement for a Fire Prevention and Safety Demonstration Trailer

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute a FEMA Fire Prevention and Safety Grant Agreement and to execute an agreement with JHB Group for the purchase of a new Fire Prevention and Safety Demonstration Trailer in the amount of $229,674.96 through the Sourcewell Purchasing Cooperative.

Staff Contact: Craig Snyder, Fire Rescue Chief

Background:
Through the Federal Emergency Management Association (FEMA), the City submitted a grant application for a new Fire Prevention Safety Trailer to replace the previous trailer that has fallen beyond repair. City staff is pleased to announce that the Crystal Lake Fire Rescue Department is a grant award winner for the FEMA 2024 Fire Prevention and Safety Grant Award year. The FEMA grant award is for the amount of $229,821.43 with a 5% City match in the amount of $11,491.07.

The Fire Prevention and Safety Demonstration Trailer will be used by the Department to provide fire safety training to both adult and youth participants in Crystal Lake. The trailer will utilized at school events, the Crystal Lake Fire Rescue Open House, and other events hosted by our local City and community partners. The trailer has the ability to simulate potential home fire events and severe weather events and also provides virtual fire extinguisher training and simulations.

The Fire Prevention and Safety Demonstration Trailer will be purchased through Sourcewell pricing through the JHB Group in the amount of $229,674.96. The Sourcewell Purchasing Cooperative program has awarded a competitive RFP 011822 to JHB Group for public safety training equipment, including the Fire Prevention and Safety Demonstration Trailer. This Purchasing Cooperative has been used in previous years and has provided very competitive pricing and excellent service. In addition, the JHB Group is an authorized FEMA distributor for this trailer. Funds are included in the proposed FY 2026 budget year sufficient to cover the expense of the trailer with a build time of 10-12 months from the order date.

Votes Required to Pass:
Simple majority

RESOLUTION

WHEREAS, the Crystal Lake Fire Rescue Department applied for and has been awarded a grant from the Federal emergency Management Association (FEMA); and,

WHEREAS, the amount of the grant awarded is in the amount of $229,821.43; and,

WHEREAS, the City will be responsible for a 5% match of $11,491.07; and,

WHEREAS, the grant award will be used to purchase a replacement Fire Prevention and Safety Demonstration Trailer.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is hereby authorized to execute the Grant Agreement with the Federal Emergency Management Association (FEMA); and,

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute an agreement with JHB group for the purchase of a new Fire Prevention and Safety Demonstration Trailer.

DATED this 21st day of October, 2025

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL
ATTEST

_____
CITY CLERK

PASSED: October 21, 2025
APPROVED: October 21, 2025

DRAFT


SACRAMENTO FIRE DEPARTMENT
EST. MARCH 30. 1872
FIRE SAFETY SIMULATOR
OUTREACH
DIVERSITY
RECRUITMENT
Join Us!
JOINSACFIRE.ORG
YOUR SAFETY HINGES ON IT
JHB GROUP


JHB GROUP
Orange County Fire Authority


Dyna-Glo
A
B
C

JHB Group, Inc.

8104 N Solon Rd
Richmond, IL 60071 US
team@jhbgroup.org
www.JHBGroup.org

Estimate

ADDRESS	SHIP TO		
City of Crystal Lake City of Crystal Lake 100 W. Woodstock St Crystal Lake, IL 60014	City of Crystal Lake City of Crystal Lake 100 W. Woodstock St Crystal Lake, IL 60014	ESTIMATE DATE EXPIRATION DATE	FSS-CLIL.2SW 09/25/2025 10/31/2025

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Fire Safety Simulator - 27FT Configuration V2025	JHB Group's proprietary Fire Safety Simulator. Participants of all ages are presented an immersive learning experience offering opportunities for critical thinking, physical activity, hazard recognition and safe practices.	1	191,372.20	191,372.20
	Fire Safety Simulator-27FT - v2025	JHB-FSS-27FT v2025: 27'x8.5'x10'5". V-Nose. All Aluminum. 5200# Torsion Axles. Screw-less Exterior. Easy Clean Walls. Solar Charging System. Electric Tongue Jack. XO Ratchet Jack. Rear Ramp with 36in ATP Extension. Power Rear Stabilizer. Scene Lighting. Bluetooth Stereo. Dual Fuel generator included. 36in Side Door with Deadbolt, Door step and Grab Handle. LED DOT Lighting. 12 Volt LED Interior Lights with Master Switch. LED Scene Lights(2). LED Ground Lights(4). LED Flood Lights(2). Premium Radial Tires with Aluminum Wheels. Swivel Rear Skid Casters. Electric Brakes. D.O.T Rated Safety Chains with HD Clasps. Safety Breakaway System. 3M High Grade Silicone and 3M Adhesion Tape.1 Year Limited Warranty. 5 Year Aluminum Frame Warranty. Configuration detailed below.	1	161,847.55	
	Aluminum Tube Construction	Aluminum Tube Construction	1	0.00	
	Cross Members 16 O/C	Cross Members 16 O/C	1	0.00	
	V-Nose Design	V-Nose Design	1	0.00	
	Roof - One Piece Aluminum	Roof - One Piece Aluminum	1	0.00	

3/4 Width Aluminum Ramp with 36" ATP Extension. 2000# Max Load.	3/4 Width Aluminum Ramp with 36" ATP Extension. 2000# Max Load.	1	0.00
Aluminum Hinge Gap Cover	Aluminum Hinge Gap Cover	1	0.00
Side Entrance Door 36"x78"	Side Entrance Door 36"x78"	1	0.00
Slide In/Out Step with Non-Skid Grip	Slide In/Out Step with Non-Skid Grip	1	0.00
Insulation - Reflective Bubble	Insulation - Reflective Bubble	1	0.00
G-Floor Vinyl Flooring	G-Floor Vinyl Flooring	1	0.00
DOT Lighting Package	DOT Lighting Package	1	0.00
5200# Torsion Axle with EZ Lube Hubs & Electric Brakes	5200# Torsion Axle with EZ Lube Hubs & Electric Brakes	2	0.00
2 5/16" Coupler	2 5/16" Coupler	1	0.00
PolyCor AP- Exterior - 27FT	JHB-PSP-POLY27 Poly-Cor AP is structurally designed to prevent oil canning even in extreme temperatures, and has a polyester paint that can be easily cleaned with standard household cleaning products. Poly-Cor AP makes for a cooler, brighter, quieter and better looking trailer.	1	5,900.00
2000# Electric Tongue Jack	2000# Electric Tongue Jack	1	0.00
Lippert High-Speed Power Stabilizer Jack	Lippert High-Speed Power Stabilizer Jack	1	0.00
ST225/75R15/LRE Premium Aluminum Wheels	Tire/Wheel: ST225/75R15/LRE Premium Aluminum Wheels	4	0.00
ADA Accessibility	ADA Accessibility with full width rear ramp, hinge gap cover and zero thresholds.	1	0.00
3/8 Plywood with FRP Walls	3/8 Plywood with FRP Walls	1	0.00
Premium Power Roof Vent with MaxxVent Cover	Premium Power Roof Vent with MaxxVent Cover	1	0.00
2.5# Fire Extinguisher	2.5# Fire Extinguisher	1	0.00
Smoke/CO Detector	Smoke/CO Detetcor	1	0.00
Advanced Power System - FSS	30amp Shoreline Connector Heavy Duty AGM Batteries (3) 200w Solar Charging System with Controller Go Power IC 3000 High Capacity Inverter/Charger Compartment Vent System with Thermostat	1	0.00

	12v Master Power Switch 30amp Electrical Panel Battery Disconnect 12v Fuse Panel Power Distribution System		
Electric - 12v Master Power Switch	Electric - 12v Master Power Switch	1	0.00
Electric- AGM Battery. 750 CCA, 870 CA, 120 Minute Reserve Capacity	Electric- AGM Battery. 750 CCA, 870 CA, 120 Minute Reserve Capacity	3	0.00
Solar Charging System	(2)100w Solar Charging Panel. Smart Solar Charging Controller. Heavy Duty Solar Cables.	1	0.00
Scene and Ground Lighting Package	Scene and Ground Lighting Package. (2) Tecniq D16 Scene Lights (4) Tecniq E10 Ground Lights	1	0.00
JHB Non-Penetrating Roof Mounting System	Exclusive! JHB Non-Penetrating Roof Mounting System. All communication and antennas are mounted on floating bracket system with no roof penetration to remove concerns for longterm leaking.	1	0.00
Air Condition 14,000BTU	Air Condition 14,000BTU	1	0.00
6800-Watt Dual Fuel 120V/240V Electric Start Gas-Powered Portable Inverter Generator	JHB-FSS-GEN68: 6800-Watt Dual Fuel 120V/240V Electric Start Gas-Powered Portable Inverter Generator. Dual-fuel engine runs on both gasoline (6800 surge watts, 5100 rated watts) and propane (6000 surge watts, 4500 rated watts) Includes fuel shut-off to help limit maintenance, onboard wheels, a telescoping pull handle, one l14-30r 120v/240v receptacle, two 33-prong 120v receptacles, 1 tt-30r rv receptacle, one 12v dc receptacle, two 5v usb ports, a voltage selector switch, a tool-free lpg quick-connector, a 6 ft. long lpg regulator hose, and a 3-year warranty.	1	0.00
Power Awning - 16ft Power Awning with Weatherguard	Power Awning - 16ft Power Awning with Weatherguard	1	0.00
Swivel Rear Skid Bogie Wheel	Swivel Rear Skid Bogie Wheel	2	0.00
3M Commercial VHB Tape	3M Commercial VHB Tape	1	0.00
Insulation Upgrade	Insulation Upgrade to R13-15	1	2,592.00
Trailer Color	Trailer Color : RED	1	0.00
Wi-Fi Tablet Control System - JHB Proprietary	JHB-COM-ELAN : JHB Group proprietary tablet control system. iPAD. Heavy-Duty Protective Case. Magnet	1	10,211.25

	Mounting. Custom Control System. Remote Camera Viewing. Remote Trailer Controls.			
XO Ratchet Jack	JHB-OPT-XOJ - Ark Dual Wheel Ratchet Jack	1	430.80	
Exterior TV Compartment with 37in LED TV	JHB-OPT-39EXT Custom Exterior TV Compartment with 37in LED Smart TV. 110V Outlet. HDMI Input. Wall Mount Bracket.	1	2,398.00	
Fire Safety Props - Bedroom	Fire Safety Props: Bedroom - Children's bed. Flickering lamp on nightstand with outlet. ADA movable wall. Illuminated window with custom imagery.	1	0.00	
Fire Safety Props- Kitchen	Fire Safety Props: Kitchen - Oven fire with shutoff. Pot on stove with smoke and flame effects. Toaster with smoke and flame effect. Electrical breaker box. Gas shut off. Water shut off. Illuminated window with custom imagery. Hazardous chemicals cabinets under sink with child safety lock demo.	1	0.00	
Fire Safety Props - Heated Door with Smoke and Fire Effect	Fire Safety Props - Heated Door with Smoke and Fire Effect. Low voltage heated door element. Door alarm with silence button. Smoke and fire effect. Laundry basket with cloths.	1	0.00	
Fire Safety Props- All Ages Forcible Entry Prop	Fire Safety Props: All Ages Forcible Entry Prop. Yellow powder coating. Replaceable HDPE impact area. Battering Ram with yellow powder coating.	1	0.00	
Severe Weather Package - FSS	JHB-FSS-SVRWTH : Shake, Rattle and Roll Severe Weather System featuring 4 types of weather emergencies with special lighting, sound and vibration effects. Only available with Fire Safety Simulators (JHB-FSS-27).	1	7,992.60	
Custom Graphic Package – Full	JHB-ART-GHFL: Custom Graphics Package – Complete Graphics Package with custom design, 3M printed vinyl and installation.	1	15,758.00	15,758.00
FiAR Fire Extinguisher Training System V2	JHB-ARVR-FIARV2 Includes FiAR V2 Fire Extinguisher Training System. FiAR V2 App, 10# Fire Extinguisher, FiAR Handle, iPad Pro, Chargers, Laser-cut Pelican Case with Wheels, FiAR Stand, FiAR Nozzle, 2dz Spare Shear Pins, Quickstart Magnets, Manuals and Training Video.	1	24,982.00	24,982.00
FiAR V2 - Augmented Reality Fire Extinguisher Training System	JHB-ARVR-FIARV2 Includes FiAR V2 Fire Extinguisher Training System. FiAR V2 App, 10# Fire Extinguisher, FiAR Handle, iPad Pro, Chargers,	1	16,671.00	

	Laser-cut Pelican Case with Wheels, FiAR Stand, FiAR Nozzle, 2dz Spare Shear Pins, Quickstart Magnets, Manuals and Training Video.			
FiAR Fire Extinguisher Bluetooth Handle V2	FIAR handcrafted extinguisher tank handle, including rechargeable wall adapter.	1	0.00	
FiAR Fire Extinguisher 10# Tank	Red aluminum 10lb fire extinguisher tank.	1	0.00	
FiAR Fire Extinguisher Apple 12.9-inch iPad Pro (Lidar)	Apple 12.9-inch iPad Pro (Lidar) with hardware. FiAR's iOS Software with lifetime subscription to updates. Includes stock iPad charging cable. (USB-C)	1	0.00	
FiAR Fire Extinguisher Floor Stand	FiAR Fire Extinguisher Floor Stand	1	0.00	
FiAR Fire Extinguisher Nozzle	FiAR Fire Extinguisher Nozzle	1	0.00	
FiAR Fire Extinguisher Pelican Travel Case with Wheels	FiAR Fire Extinguisher Pelican Travel Case with Wheels	1	0.00	
FiAR Fire Extinguisher Spare Shear Pins	JHB-ARVR-SHPN -FiAR- Spare Shear Pins - 2dz	1	9.00	
FiAR Fire Extinguisher Training System Manual	FiAR Fire Extinguisher Training System Manual and User Guide	1	0.00	
FiAR - Augmented Reality Fire Extinguisher Training System	OPEN MARKET: JHB-ARVR-FIARMINI - Includes new 5# Fire Extinguisher Cylinder, iPad Mini and modified case. Integrates with FiAR V2 System.	1	8,302.00	
Transport Prep & On-Site Training	Onsite training at customer location. Included: 4 hour of hands-on training for up to 8 personnel. Additional virtual training and online training videos also included.	1	2,250.00	2,250.00
Sourcewell Contract Training Pricing Discount	Sourcewell Contract Training Pricing Discount JHB Group 011822-JHB	1	0.00	0.00

Tax Not Included.

SUBTOTAL	234,362.20
DISCOUNT 2%	-4,687.24
TAX	0.00
TOTAL	**$229,674.96**

Accepted By

Accepted Date

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Sourcewell

Solicitation Number: RFP #011822

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and JHB Group, Inc., 8545 Pyott Rd., Lake In The Hills, IL 60156 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety Training and Simulation Equipment and Technology from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires March 23, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

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time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

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- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

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payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and

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- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be

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mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

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advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/18/2022 | 4:08 PM CDT

JHB Group, Inc.

DocuSigned by:
By: Christopher Gantz
6FBB55AD0B364F6...
Christopher Gantz
Title: Owner/CEO
Date: 3/18/2022 | 1:47 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 3/18/2022 | 4:09 PM CDT

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RFP 011822 - Public Safety Training and Simulation Equipment and Technology

Vendor Details

Company Name:	JHB Group Inc
Address:	8545 Pyott Rd. Lake in the Hills, IL 60156
Contact:	Deborah Harrison
Email:	deb@jhbgroup.org
Phone:	252-484-3473
HST#:	

Submission Details

Created On:	Tuesday November 30, 2021 08:46:48
Submitted On:	Monday January 17, 2022 13:48:22
Submitted By:	Deborah Harrison
Email:	deb@jhbgroup.org
Transaction #:	39c60146-d7ad-48b6-bc4a-5d43535a2252
Submitter's IP Address:	73.44.88.146

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	JHB Group, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	NA - there are no subsidiary entities.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NA - there are no assumed names or DBA names.	*
4	Provide your CAGE code or DUNS number:	CAGE Code: 87AV6	*
5	Proposer Physical Address:	8545 Pyott Rd., Lake In The Hills, IL 60156	*
6	Proposer website address (or addresses):	https://www.jhbgroup.org/	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Christopher Gantz Owner/CEO 8545 Pyott Rd., Lake In The Hills, IL 60156 chris@jhbgroup.org 657-888-3473	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Christopher Gantz Owner/CEO 8545 Pyott Rd., Lake In The Hills, IL 60156 chris@jhbgroup.org 657-888-3473	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Deborah Harrison Strategic Outreach Manager 8545 Pyott Rd., Lake In The Hills, IL 60156 deb@jhbgroup.org 252-484-3473	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	At JHB Group, we break boundaries, challenge tradition, and embrace innovation. We believe in fairly priced products that are exciting, effective, efficient, and are inclusive for all ages and mobilities to experience. JHB group is a team of safety professionals with decades of experience. We offer training/education equipment and mobile platforms for fire, police, military, emergency management and healthcare departments. Our products are used for public safety education, incident command, specialty operations, training, and community outreach. JHB roots go back to 2003 when the owner started providing fire safety education to children through a fun mobile platform. That business blossomed into the JHB of today that produces multi-functional, multi-discipline mobile units for all kinds of training, education and response purposes. We are most known for our patented Fire Safety Simulator - a mobile platform built for fire safety education purposes. Our goal is to offer a replacement for outdated educational units, with something that is fairly priced, exciting, effective and efficient. In addition to our mobile platforms, we offer augmented reality fire extinguisher training kits and virtual reality fire sprinkler education systems.	*

11	What are your company's expectations in the event of an award?	Our expectation is that Sourcewell will provided the avenue to connect with agencies throughout the US and Canada and will be an easy portal for JHB to offer our innovative solutions at a fair price to a larger audience of customers. We expect that by contracting with Sourcewell, our customers will experience a quicker, easier procurement process to purchase our products.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Supporting documents uploaded.	*
13	What is your US market share for the solutions that you are proposing?	Fire Safety Simulator - fire education trailers – 75% FiAR - Augmented Reality Fire Extinguisher training tools – 50% VR Sprinkler Education System – new product cannot calculate yet.	*
14	What is your Canadian market share for the solutions that you are proposing?	We have not yet had sales in Canada but hope that a Sourcewell contract will assist with this expansion.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NA - JHB Group, Inc. has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) Our business is best described as a manufacturer. Secondarily we are the sole distributor for the FiAR augmented reality fire extinguisher training tool. All sales and service representatives are JHB employees. Sales and distribution is conducted by JHB without a dealer network.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	NA – there are no licenses or certifications required.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	NA – there is no suspension or debarment information to report.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	2017 – JHB was awarded the IAAPA product of the year for the hero adventurer trailer.	*
20	What percentage of your sales are to the governmental sector in the past three years	In the past three years 95% of our sales have been to government entities. The remainder of our sales have been to quasi-governmental or not-for-profit organizations.	*
21	What percentage of your sales are to the education sector in the past three years	0% – We have not had any sales to the education sector in the past three years.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NA – We do not currently hold these types of contracts.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA # 47QSWA20D000N Approximate annual sales volume = $500,000.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
LaCrosse Fire Department	Pat Corran, Community Risk Educator	608-789-8642	*
Casper Natrona County Health Department	Anna Kinder, Executive Director	307-577-9722	*
DFW Airport Department of Public Safety	Mitch Gray, Battalion Chief / Assistant Fire Marshal	972-973-3585	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
State of Delaware, Department of Health and Social Services	Government	Delaware - DE	3 - Health Incident Trailers	$105,000	$315,000	*
U.S. Space Force	Government	Colorado - CO	1 - Fire Safety Simulator trailer with FiAR augmented reality fire extinguisher training system, and VR virtual reality sprinkler education system	$150,000	$150,000	*
LaCrosse Fire Department	Government	Wisconsin - WI	1 - Fire Safety Simulator trailer with FiAR augmented reality fire extinguisher training system, and VR virtual reality sprinkler education system	$128,000	$128,000	*
Wood County Emergency Management	Government	Wisconsin - WI	1 - Command trailer	$180,000	$180,000	*
Casper Natrona County Health Department	Government	Wyoming - WY	2 - Health Incident Trailers	$100,000	$200,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Our sales force - equivalent to 3 FTE - are located at our Lake in the Hills facility and are direct employees of JHB Group, Inc.	*
27	Dealer network or other distribution methods.	JHB does not use a dealer network. All sales are conducted directly through our home office in Lake In The Hills, ensuring that we meet our high standards for customer service.	*
28	Service force.	Our service providers - equivalent to 10 FTE - are located at our Lake In The Hills facility and are employees of JHB Group, Inc. Most of our employees have cross-over roles resulting in a broader knowledge of our products and the best solutions and support for our customers.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders are processed directly with JHB Group, Inc. Once a quote is finalized and approved, the participating entity must issue a purchase order with the applicable Sourcewell contract number.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer service is our number one priority. We have 24/7 phone access for service needs, dedicated personnel responding to all sales inquiries within 24 hours, live customer service representatives (no virtual assistants routing you to nowhere), and access to resources online through our website and via email.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	JHB Group, Inc. is fully dedicated and able to provide our full product line and services to all U.S. based customers. We currently have customers on every coast and in over 30 different states.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are dedicated and able to provide our full product line and services to all Canadian based customers.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We serve all geographic areas of the U.S. and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no limitations on participating entities that we may serve.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We have no restrictions on serving Hawaii, Alaska or the U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	JHB Group, Inc. will use multiple strategies for promoting this contract opportunity. The contract will be promoted on our website, with a dedicated web page and mentions throughout (same as our GSA contract). We will include contract information in fliers and brochures, information will be provided through our social media platforms, marketing campaigns and customer outreach events. Our marketing staff will be familiar with the terms of the Sourcewell contract use and eligibility requirements and will encourage potential participating entities to join Sourcewell. Please see attached examples of our marketing and outreach materials.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We use several methods to enhance our marketing effectiveness: • SEO optimized website • Social media: Facebook, LinkedIn, Instagram, YouTube • Marketing platforms for campaign creation, dissemination and tracking • Brochures, fliers and customer outreach and appreciation materials • Metadata analysis	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Our expectation is that Sourcewell will provide our business information to all users requesting or searching for a vendor within our industry or matching search criteria for a vendor using any of these identifying elements: business name, address, keyword, NAICS code and any other searchable information we have provided in our Sourcewell profile or this application. We will promote Sourcewell as a purchasing option to our eligible clientele. Sourcewell will be presented as a streamlined way to navigate the procurement process while also receiving a reduced cost for the products being purchased.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Currently our products are not available through an e-procurement ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Virtual training is offered on all products we sell, with options for in person training (additional costs may apply). All of our offered training is conducted by JHB staff. Training videos are also available to our clientele at any time through our training website.	*

41	Describe any technological advances that your proposed products or services offer.	JHB Group offers some of the most innovative safety training tools available, including the custom mixed reality products and patented mobile training platforms. FiAR is the world's first augmented reality fire extinguisher training tool. This game-changing training system offers unmatched innovation by allowing participants the opportunity to train on different types of fire extinguishers in live environments with hands-on learner engagement. The system is the only reactive training tool on the market with a fully customizable interface for fire types, temperature, flash point control, fire safe distance and more. With the FiAR you can program a fire anywhere, on anything and safely practice a lifesaving, educational experience. Our proprietary virtual reality (VR) fire sprinkler education kit provides a safe and interactive way to understand the benefits of fire sprinklers. The system shows how fast a fire spreads with and without fire sprinklers, while also displaying temperature changes, fire spread and time-lapse through four different types of occupancies including a residential kitchen, residential bedroom, commercial office and industrial warehouse. The package is self-contained and easily transportable to provide maximum efficiency and effectiveness for safety training. JHB Group offers the only US Patented Fire Safety Simulator for all-ages fire safety education and hazard training. The Fire Safety Simulator brings safety education to life in a fun, hands-on, immersive, and technologically advanced learning environment. Participants are presented with real-world hazards situations requiring safe mitigation, critical thinking, physical activity, hazard recognition and safe practices. This safety training trailer is the only tablet controlled mobile platform available, providing easy setup and one-person operations. Importantly, the Fire Safety Simulator is the only safety training trailer utilizing solar charging, ADA accessibility and a UV light disinfection system. Hazard activities and platform layouts are fully customizable to meet the needs of each customer's program goals and associated curriculum.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	All mobile platforms have solar powered charging systems and low voltage power systems. Generators are dual fuel – offering a greener propane option. The FiAR extinguisher training system is an augmented reality system. This training tool offers hands on training without the need to use fuel for a live fire or to expel and refill extinguisher contents. The VR sprinkler education system offers an immersive learning experience with no need for a bulky trailer that must be hauled by inefficient, fuel-burning vehicles.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NA - We do not have any of these at this time.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	JHB Group, Inc. meets the Federal and State definitions for a Small Business Entity. Documentation is uploaded from the State of Illinois and Federal GSA contract websites.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	JHB Group, Inc. is a firefighter owned and operated company. With a combined experience of over 70 years in the emergency services fields, our team designs and builds products from first-hand knowledge. We offer innovative solutions that we know will work for agencies and their communities. Our FiAR extinguisher training kit is the first augmented reality extinguisher training system of its kind in the world and JHB Group, Inc. is the sole U.S. distributer of these systems. The fully customizable interface allows programming for temperature (celsius, fahrenheit, kelvin), flash point control, fire safe distance and more. With the FiAR you can set a fire anywhere, on anything, and safely practice a true-to-life experience without being put in harm's way. In conjunction with the manufacturer, JHB is developing an interface that will enable the FiAR extinguisher to communicate with props in the fire safety simulator trailer - creating an even more realistic training and education experience. Our VR sprinkler education system comes with everything needed in an easily transportable case. The VR goggles come pre-programmed with multiple scenarios so the user can experience the benefits of fire sprinklers in different environments. With our system, there are no ongoing subscription fees, and no need for a laptop, wi-fi or internet connection, so it can easily be used in any location. As the first US Patented, mobile fire safety education platform, the Fire Safety Simulator (FSS) trailer is the most innovative mobile events and education platform ever built. It addresses shortfalls in traditional fire safety trailers including staffing concerns, operational needs, power consumption, design efficiency, safety, and disability access. The FSS trailer is fully customizable with multiple room configurations and prop choices. Features that are unique to the JHB fire education trailer include: solar powered charging system, ADA ramp, integrated tablet control system, fiberglass reinforced plastic (FRP) walls and surfaces, and a UV light disinfecting system. Additional trailer features are lightweight aluminum frame, XO ratchet jack, infrared heating, air conditioning, LED lighting, and more. JHB offers multiple room and prop options to our customers and are always developing new, innovative, interactive choices for our clientele. Room options include: kitchen, bedroom, laundry room, and industrial. Our current prop list includes: oven fire, smoking pot, toaster fire, curtains on fire, smoking heater, trash can fire, gas shutoff, electrical breakers, water valve shutoff, smoking washer/dryer, iron fire, heated door with smoke and fire effect, flickering lamp, smoking/flaming BBQ, lock-out/tag-out, flammable cabinet, 2-ways out, pull station, smoke detector, call 911, and forcible entry.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	JHB Group, Inc. warrants its products against manufacturing defects to the original purchaser (registered owner), whose name appears on the invoice, provided that the purchase was made through JHB Group, Inc. This factory warranty is nontransferable and may not be extended whatsoever by any of our representatives. All warranties shall be effective from the date of final acceptance by the Purchaser. Assembly and use must be done in accordance with the instructions included with the product and all local and national fire codes. This Limited Warranty does not cover any damage caused by misuse, lack of maintenance, hostile environments, accidents, alterations, abuse or neglect. Parts installed by other manufacturers will nullify the warranty. This Limited Warranty does not cover scratches, dents, corrosion, or discoloring by chemicals, sun or heat. In the first year only, this warranty extends to the repair or replacement of warranted parts which are defective in material or workmanship provided that the product has been operated in accordance with the operation instructions and under normal conditions. After the first year, unless an extended warranty has been offered, JHB Group, Inc. will not be responsible for replacement part expense, installation, labor or any other costs or expenses related to the reinstallation of a replacement part, and such expenses are not covered by this warranty. Notwithstanding any provisions contained in this Limited Warranty, JHB Group, Inc.'s responsibility under this warranty is defined as above and it shall not in any event extend to any incidental, consequential or indirect damages. This limited warranty does not cover damages resulting from the use of components not supplied with the unit, or the use of material other than that specified. Any damages due to weather, long periods of dampness, condensation, damaging chemicals or cleaners will not be the responsibility of JHB Group, Inc. The bill of sale or copy will be required together with a serial number, model number and VIN when making any warranty claims from JHB Group, Inc.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Assembly and use must be done in accordance with the instructions included with the product and all local and national fire codes.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, technician travel time and mileage are covered for warranty repairs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	JHB will service all Sourcewell entities in the U.S. and Canada. Warranty repair will be coordinated by JHB Group, Inc. Repair services will be completed by either a JHB service technician or the original equipment manufacturer. Items will be repaired either on site or will be shipped to JHB headquarters or the original manufacturer for needed repairs. Costs of shipping for warranty repairs are covered by JHB Group, Inc.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All covered warranty service is handled through JHB Group, Inc., including warranties covered by the original equipment manufacturer. JHB Group, Inc. will coordinate any warranty work to be completed.	*
51	What are your proposed exchange and return programs and policies?	Exchanges and returns are only allowed as per warranty.	*
52	Describe any service contract options for the items included in your proposal.	NA – There are no additional options available at this time.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services	NA	*
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	NA	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Payment terms are Net 30 Days.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	We do not lease equipment or provide financing options.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Standard terms and conditions are the following: • Customer shall pay the total purchase price of the Product within thirty (30) calendar days after the Product departs the manufacturing facility. • The proposed delivery time frame for the Product will not begin until JHB Group, Inc. approves the contract and receives 50% payment of the purchase price. • If final payment is late and if customer elects not to have the delivery extended, $250.00 per calendar day will be added to the final invoice. Said mobile events platform and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within 120 calendar days after receipt of this order and the acceptance thereof at our office at Lake in the Hills, IL, and to be delivered to you.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we will accept the P-card procurement process. There is a 3% transaction fee.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	JHB Group's pricing model will be a percentage off the commercial list price.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	All products will be 2% off CLP. (See Price Pages Attached).	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity or volume discounts are available upon request. Purchases of five or more of the same type of item will receive an additional 1% discount for a total discount of 3%.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	JHB Group will allow for "sourced" goods/products or related services or "open market" items or "nonstandard options" to be itemized and offered on Sourcewell member quotes and orders. A quote will be supplied for each request.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There are no additional costs not identified as freight or shipping charges.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight cost (varies by product type) from the manufacturer to the customer delivery address will be itemized on the quote and paid by the customer, unless otherwise agreed. JHB Group will be responsible for contacting the customer to arrange final delivery within the appropriate delivery times determined by the customer.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	In situations where delivery is to be made to Alaska, Hawaii, remote parts of Canada or any offshore delivery, the customer will be responsible for additional freight, air freight, sling load, barge, ferry, and any freight forwarding charges to include cargo containers. Additional charges will be reviewed by the customer prior to order placement, and it is customary for JHB Group to work with the customer if there is a desired delivery method specified by the customer.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If a unique delivery situation arises, outside the usual methods of delivery, JHB Group will work closely with the customer to provide the most efficient and cost-effective solution.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sales and Accounting staff will review all Sourcewell contracted items at the time of purchase and quarterly to ensure proper pricing is assessed, all sales are reported, and administrative fees are remitted to Sourcewell. Contract sales activity reports will be provided quarterly, including quarters where there have been no sales. The report will contain all information as identified in the executed Sourcewell agreement and will be submitted no later than 45 days after the end of the quarter. Furthermore, JHB Group, Inc. currently holds a GSA contract and is familiar with the processes involved in submitting quarterly reports.	*
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Metrics used to determine effectiveness of this contract will include: • Percentage by value of purchases made • Number of purchases by type, customer, and geographic area • Number of referrals generated through Sourcewell clientele • Contract renewal options	*
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The proposed administrative fee to Sourcewell is 1.5% of the total sales to Participating Entities for all contracted equipment, products, or services.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Augmented Reality Fire extinguisher training tool (FiAR): The JHB FiAR is the world's first augmented reality fire extinguisher training tool. This training tool offers unmatched innovation. It allows the user to train in a real environment with actual learner engagement. The fully customizable interface allows programming for temperature (celsius, fahrenheit, kelvin), flash point control, fire safe distance and more. With the FiAR you can program a fire anywhere, on anything, and safely practice a true-to-life experience without being put in harm's way. The FiAR training system includes the following equipment: • 10 lb. fire extinguisher • iPad • Patented FiAR application • Pelican case • QR quick start magnets • Spare extinguisher pins • Training manual and online video training Virtual Reality (VR) Fire Sprinkler Education System: The JHB virtual reality (VR) fire sprinkler education system lets the user see and feel the value of fire sprinklers. The system shows how fast a fire spreads with and without fire sprinklers, how fire sprinklers work, how sprinklers save property and reduce property damage, and how sprinklers save lives by giving people time to escape. The kit is easily transportable and does not require any additional programming, software, Wi-Fi or internet to be functional. The VR Sprinkler Education System includes the following equipment: • VR headsets (6) • VR application with 4 scenarios – preinstalled on all headsets • Disposable VR masks (500) • Pelican case • Training manual and online video training Fire Safety Simulator (FSS) Education Trailer: The JHB Group Fire Safety Simulator trailer truly brings education to life in a fun, hands-on, immersive and technologically advanced learning environment. Participants are presented with real-world emergency situations. Interactive systems provide an immersive learning experience featuring opportunities for critical thinking, physical activity, hazard recognition and safe practice. Activities are motion activated to allow for self-guided programming with the addition of a robust tablet control system. Highlights of the FSS trailer (see spec sheet for additional details): • All Aluminum Construction • ADA Accessibility • Easy Towing • One-Person Setup • Health Safety Protocols • Easy Clean Walls, Flooring and Ceiling • UV Light Disinfection System • Advanced Solar Charging System • LED Scene and Ground Lighting • Multi-Dimensional Hazard Props • Tablet Controlled • CCTV Camera System • Dual Fuel Generator • Exterior SMART LED TV • Modular Design to Accommodate Groups and People with Disabilities • Custom Decor • High Efficiency Smoke Machines	*
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The subcategories that best describe the JHB products are: a. Facilities, structures (fixed or mobile), equipment, props, supplies, and consumables; b. Augmented or virtual reality, interactive, and digital simulation technology and related software, hardware, or equipment;	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
73	Facilities, structures (fixed or mobile), equipment, props, supplies, and consumables.	(•) Yes ( ) No	Fire Safety Simulator
74	Augmented or virtual reality, interactive, and digital simulation technology and related software, hardware, or equipment.	(•) Yes ( ) No	Fire Safety Simulator; FiAR - Augmented Reality Extinguisher Training Tool; VR Sprinkler Education System
75	Instructional, educational, and training programs or systems with related materials and supplies.	(•) Yes ( ) No	Proprietary firefighter-based team building program and safety training program related to the Fire Safety Simulator.
76	Services related to the offering of the solutions described in RFP Sections 1. a. – c., including design, installation, maintenance, repair, training, integration, support, and customization.	(•) Yes ( ) No	JHB Group provides customization, design, installation, training, repairs maintenance and support services related to mixed reality training solutions and custom mobile platforms.

Table 15: Industry Specific Questions

Line Item	Question	Response *
77	Describe your products/services interoperability with other public safety equipment, software and systems, if applicable.	NA - The products offered are not currently integrated with specific public safety equipment, software or systems. However, we work with every customer to provide the best solution for them and their communities. This includes customizations that may allow integrations of their own systems.
78	Describe your strategy related to implementation, use of installation partners and integration with other training products and systems if applicable.	NA - JHB Group products/services related to this Sourcewell RFP are all-inclusive, stand-alone products and are not applicable to integration with other training systems.
79	Explain your licensing process and service agreements with end users.	JHB Group products/services are not licensed and do not require service agreements. JHB Group training products are provided to the end-user without additional license or service fee requirements.
80	Describe compliance to applicable national standards such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	JHB Group products comply with applicable standards from National Fire Protection Association (NFPA), Occupational Safety Health Administration (OSHA), and American National Standards Institute (ANSI). Specifically, JHB Group training products relate to NFPA 10 Standards for Portable Fire Extinguisher; NFPA 13 Standard for the Installation of Sprinkler Systems; NFPA 1730 Standard on Organization and Deployment of Fire Prevention Inspection and Code Enforcement, Plan Review, Investigation, and Public Education Operations; and OSHA 29 CFR 1910.
81	Explain and provide information about any design services you provide if applicable.	JHB Group specializes in providing innovative and custom fire safety training solutions. Adaptation and customization to a customer's needs is an important characteristic and ability of JHB Group to create effective and efficient training products.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
NA	NA	NA

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - 2022 Sourcewell Price Lists 1.14.22.pdf - Monday January 17, 2022 12:32:15
- Financial Strength and Stability - Financial Strength and Stability.zip - Monday January 17, 2022 12:12:19
- Marketing Plan/Samples - Marketing Material Examples.zip - Monday January 17, 2022 12:52:13
- WMBE/MBE/SBE or Related Certificates - Small Business Documentation - State and Fed.pdf - Monday January 17, 2022 12:54:13
- Warranty Information (optional)
- Standard Transaction Document Samples (optional)
- Upload Additional Document - FSS Spec Sheet R1.pdf - Monday January 17, 2022 12:37:08

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Christopher Gantz, Owner/CEO, JHB Group, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_PS_Training_Simulation_Eqpt_Tech_RFP_011822 Tue December 14 2021 07:23 AM	☑	2

Docusign Envelope ID: 887CAFDC-46E8-4F94-A886-F91D575CE4B8

AMENDMENT #1
TO
CONTRACT # 011822-JHB

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **JHB Group, Inc.** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Public Safety Training and Simulation Equipment and Technology to Sourcewell and its Participating Entities, effective March 18, 2022, through March 23, 2026 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

> Section 18. Insurance–Subsection A. Requirements– Item 6. Network Security and Privacy Liability Insurance of the Contract is deleted in its entirety.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By: Signed by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

Date: 1/16/2025 | 3:55 PM CST

JHB Group, Inc.

By: Signed by: Chris Gantz 6FBB55AD0B364F6...

Chris Gantz, Chief Executive Officer

Date: 1/16/2025 | 2:54 PM CST

Docusign Envelope ID: CD4D2E4E-87EE-4AFB-85BD-670B90BD56D7

AMENDMENT #2
TO
SOURCEWELL MASTER AGREEMENT #011822-JHB

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **JHB Group, Inc.** (Supplier).

Sourcewell entered into a contract, 011822-JHB, with Supplier to provide Public Safety Training and Simulation Equipment and Technology, effective March 18, 2022, through March 23, 2026 (Contract).

Supplier has requested to modify the Contract.

NOW, THEREFORE, the parties amend the Contract as follows:

Article 18, Insurance of the Contract is amended to delete in its entirety section A. Requirements 5. Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.

Except as amended, the Contract remains in full force and effect.

Sou

Signed by: Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz
Chief Operating and Procurement Officer

Date: 9/8/2025 | 4:26 PM CDT

JHB

Signed by:
6FBB55AD0B364F6...

By: _____

Chris Gantz
Chief Executive Officer

Date: 9/8/2025 | 5:48 PM CDT

Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date:	October 21, 2025
Item:	Policy Approval – Property Owner Initiated Lead Service Line Replacement Reimbursement Program Revision #2
Staff Recommendation:	Motion to adopt a Resolution to approve the Property Owner Initiated Lead Service Line Replacement Reimbursement Program Revision #2 adjusting funding limits
Staff Contact:	Michael Magnuson, P.E., Director of Public Works & Engineering

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Background:
The City Council approved the initial Property Owner Initiated Lead Service Line Replacement Program at the June 18, 2024 City Council meeting and the first revision of the program at the December 3, 2024 meeting.

This year more than 50 lead service lines have been replaced under the program with no cost to the property owner. The program has been well received and there are already more than 50 properties that have submitted applications for the 2026 funding year. Based on available funding, the City will continue to offer the Property Owner Initiated Lead Service Line Replacement Program and other City initiated programs over the next decade in order to maintain compliance with the Federal Lead and Copper Rule Improvements (LCRI).

Program Summary:
Under the steps of the existing Program, a Property Owner may choose to voluntarily hire their own plumbing contractor (lowest of multiple bids) to replace the lead service line at their property. Depending on the location of the B-Box, current maximum reimbursement funding will vary between $11,000 for a private side only replacement and $16,000 to replace both the public side and private side of the service line. The goal of the policy is to fund 100% of the project, so a 5% increase is proposed in 2026 to raise the standard reimbursement maximums to $11,500 and $16,800 respectively. Additionally, there are limited circumstances when additional reimbursement is necessary due to unforeseen situations or soil conditions, and require additional work due to scope changes. City staff also recommend allowing the City Manager to authorize additional reimbursement in these circumstances. The recommended policy changes are attached.

Recommendation:

Different programs will be needed in order to replace all of the lead service lines in the City. These programs may take the form of City initiated capital water main projects, City initiated lead service line replacement projects, and property owner initiated lead service line replacements.

Staff is requesting approval of Revision #2 of the Property Owner Initiated Lead Service Line Replacement Reimbursement Program policy.

Votes Required to Pass:

Simple Majority

Res. 25R-xx

RESOLUTION

WHEREAS, the City recognizes that there are lead service lines within its water delivery system and desires to revise an existing policy relative to the replacement of lead service lines; and

WHEREAS, the City has determined to raise the maximum funding limits identified in the current Policy for the Crystal Lake Property Owner Initiated Lead Service Line Replacement Reimbursement Program to $11,500 for private side only replacement; and

WHEREAS, the City has determined to raise the maximum funding limits identified in the current Policy for the Crystal Lake Property Owner Initiated Lead Service Line Replacement Reimbursement Program to $16,800 for private and public side replacement; and

WHEREAS, the City has determined there are limited circumstances when additional reimbursement is necessary due to unforeseen situations or soil conditions, and require additional work due to scope changes.

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 hereby adopts the revised Policy for the Crystal Lake Property Owner Initiated Lead Service Line Replacement Reimbursement Program which is attached hereto and made part hereof.

DATED this 21st day of October, 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

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SEAL

ATTEST

_____
CITY CLERK

PASSED: October 21, 2025
APPROVED: October 21, 2025

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POLICY FOR THE CITY OF CRYSTAL LAKE PROPERTY OWNER INITIATED LEAD SERVICE LINE REPLACEMENT REIMBURSEMENT PROGRAM

PURPOSE:
The City of Crystal Lake is required by section 415 ILCS 5/17.12(v) of the Lead Service Line Replacement and Notification Act to ensure the replacement of all lead service lines within the City's drinking water service area by the statutory deadlines.

Several different programs will be needed in order to replace all of the lead service lines in the City. These programs may take the form of City initiated capital water main projects, City initiated lead service line replacement projects and property owner initiated lead service line replacements.

Under the City of Crystal Lake Ordinance § 515-43(E), the property owner owns and maintains their water service line from the connection at the water meter to the shut off (B-Box) and the City owns and maintains the B-Box, curb stop, and the service line from the B-Box to the water main.

The City is providing this reimbursement program to assist property owners who choose to replace their private side lead service lines independent of a City capital improvement project or other program. When the private and public side of the water service line are both lead, both sides of the service line must be replaced at the same time. The City will evaluate funds available for this program annually.

Applications will be reviewed in the order that they are received by the City; however, preference will be given to high-risk facilities (i.e., parks, playgrounds, clinics, child care facilities, etc.) or other specific geographic areas of concentration in a specific year as determined by the City. Applications submitted after funding is exhausted for a particular fiscal year will automatically move to the next fiscal year for consideration of replacement.

ELIGIBLE PARTICIPANTS/FUNDING:
This policy and reimbursement of costs by the City will apply only to property owners with buildings that have a confirmed private side lead service line entering into a residence or business.

The City will provide reimbursement to the property owner for actual incurred and eligible costs, subject to the following maximum reimbursement amounts:

Condition A: $11,500~~11,000~~ per line for lead service line replacement from the water meter to the B-Box (private side replacement only); or,

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Condition B: $16,800~~16,000~~ per line for lead service line replacement from the water meter to the water main (private and public side replacement).

The City Manager is authorized to approve reimbursement for additional costs stemming from unforeseen conditions, unanticipated situations, or other exigent circumstances.

COSTS ELIGIBLE FOR REIMBURSEMENT FOR BUILDINGS WITH LEAD OR GALVANIZED SERVICE LINES:

- Costs of replacement of the water service line from the water main to the B-Box;
- Costs of replacement of the curb stop valve and the B-Box;
- Costs of replacement of the water service line from the B-Box to the valve before the water meter inside the building;
- Costs of excavation or boring;
- Costs to replace/repair concrete sidewalk or driveway (asphalt or concrete). The area of replacement for which reimbursement may be provided shall be discussed and approved by the City staff prior to removal;
- Costs to backfill excavation with approved material;
- Costs to repair curb/gutter;
- Costs to repair roadway pavement; and
- Costs to repair landscaping limited to sod/seed/erosion blanket in the disturbed areas

COSTS NOT ELIGIBLE FOR REIMBURSEMENT:

- Landscaping, including shrubs, flowers, trees, etc.;
- Costs related to relocation of the water meter to meet the existing plumbing code;
- Costs associated with interior restoration or remodeling (drywall, paneling, flooring, carpet, cabinetry, etc.);
- Decorative sidewalk/driveway (stamped concrete) or paver bricks;
- Costs associated with damage to neighboring properties due to the plumbing contractor or owner's work unless pre-approved by City staff;
- Costs above the lowest contract proposal amount;
- Use of materials not meeting the requirements of the City's guide specifications or City Codes;
- Ancillary homeowner improvements to include interior plumbing and fixtures not necessary in the replacement of the lead water service;
- Costs above the lowest contract proposal amount

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HOW TO APPLY AND PROPERTY OWNER'S RESPONSIBILITIES:
Property owners must complete the following steps before commencing replacement:

1. Visit https://bit.ly/leadserviceCL to navigate to the City of Crystal Lake web page that provides information on drinking water and lead. Located on this page is a link to the Property Owner Initiated Lead Service Line Replacement Reimbursement Program application. Alternatively, the Property Owner may obtain a paper copy of the application from City Hall or scan the QR Code for the web page.
2. Complete the Property Owner Initiated Lead Service Line Replacement Reimbursement Program application, obtaining signatures for each step where required.
3. Allow inspection of the property service line by City staff or contractor.
4. Obtain of (3) qualified Contractor Bid Proposals on forms provided by the City unless a lower number of proposals is approved by City Staff.
5. Submit all received bid proposals for review and approval by City Staff.
6. After approval of bid proposals by City Staff and execution by the property owner of the Letter of Agreement, the property owner shall enter into a contract with their selected contractor to complete the replacement of the lead service line. A copy of signed contract consistent with the City approved bid proposal must be provided to the City prior to commencement of work.
7. Work to be conducted and completed by contractor in accordance with the City approved bid proposal.
8. Schedule inspection of the work by City Staff.
9. Submit a Disbursement Request to the City.
10. Provide a Final Waiver of Lien to City Staff after full payment to the Contractor. Lien waiver must include the City of Crystal Lake.

Eligible participants must provide access to the property to City employees or City contractors during regular work hours (7:00 a.m. to 3:00 p.m., Monday through Friday) to inspect the building's plumbing before approval into the Program by the City, and to inspect the completed work before receiving reimbursement from the City.

PLEASE NOTE: The City will not reimburse any property owner for work done without the prior authorization of the City of Crystal Lake.

ADDITIONAL PROGRAM ELIGIBILITY REQUIREMENTS:

1. The private side of the service line must be confirmed as lead pipe by the City.
2. Service line must be directly connected to the City of Crystal Lake community water supply and within the City corporate limits.
3. Project must meet all City of Crystal Lake Plumbing Code Requirements.
4. Property owner must have no outstanding City Code violations.
5. Property owner must have no past due balances outstanding with the City of Crystal Lake.

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OWNERSHIP AND MAINTENANCE:
Improvements completed under this policy shall be divided into property owner and City ownership. The property owner shall own, maintain and repair/replace the service line from the water meter located inside the building to the B-Box. The City shall own, maintain, and repair/replace the B-Box, corporation valve, and the service line from the corporation valve to the water main. The property owner must confirm their responsibility as part of the application process.

PRIOR WRITTEN CONFIRMATION REQUIRED:
The City will provide reimbursement for the installation of service line materials only when such payment has been pre-approved in writing by the City of Crystal Lake using the application form and in accordance with this Policy.

The City will only be responsible for reimbursement of costs for changes and improvements made by the property owner with prior written approval from the City.

COMPLETION OF CONTROL MEASURES:
The property owner shall hire a Plumbing Contractor registered with the Illinois Department of Public Health (IDPH) in accordance with the Illinois Plumbing License Law (225ILCS320). The Plumbing Contractor must utilize a plumber who has obtained an IDPH license to complete the improvements. The property owner is responsible for making all payments to the Plumbing Contractor and shall be responsible for coordinating, planning, scheduling, and accepting the upgrades.

The Property Owner will hire the Plumbing Contractor, and the City of Crystal Lake will not be a party to that agreement/contract.

The Property Owner will obtain a building permit from the City of Crystal Lake. Permit fees associated with this Program will be waived.

Before reimbursement, the City will make a final inspection of the project to verify the replacement of the service line per City plumbing code requirements.

The City does not warranty nor guarantee the work or the effectiveness of the property owner selected plumbing contractor.

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PAYMENT BY THE CITY:
If approved, the City will provide written confirmation to the Property Owner of the maximum amount that the City will reimburse for the plumbing improvements. The plumbing contractor may then apply for a water service line replacement permit with the fee waived. Upon receipt of the permit, the work may begin. The licensed plumbing contractor shall arrange for all required inspections according to the permit.

Once the work is complete, the following steps must be taken to receive the disbursement of funds:

1. City plumbing inspector will review the completed work. The inspector will need to certify the replacement of the service line and that the plumbing improvements previously approved by the City meet all local and state codes before approval for reimbursement.
2. The City will issue a Certificate of Completion.
3. The Property Owner submits a Request for Disbursement.
4. The City will disburse 100% of the maximum payout less $200.00.
5. The Property Owner pays 100% of the invoice to the Plumbing Contractor.
6. The Property Owner submits a copy of the Contractor's Final Waiver of Lien and paid receipt to collect the remaining $200.00 holdback.

When all criteria are met, the City will provide payment to the property owner within up to 15 business days via a paper check. The maximum amount to be paid by the City to the property owner shall not exceed the lower of: 1) the lowest of the three written quotes submitted as per the above stated policy, or 2) the maximum reimbursement amounts set forth in this policy, or 3) the final invoice from the Plumbing Contractor.

The City reserves the right to change the policy or reimbursement amount at any time.

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Original Date: June 18, 2024
Revised Date: December 3, 2024
Revised Date: October 21, 2025

Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date: October 21, 2025

Item: Board and Commission Appointments: Sustainability Committee

Recommendation: City Council Discretion

Contact: Haig Haleblian, Mayor

Background:

At the October 7, 2025 regular City Council meeting, the City Council approved the disbanding and the re-establishment of the Sustainability Committee reducing the number of members from nine (9) to seven (7) and adopting an attendance policy for the Committee. As a formality, City staff is recommending appointing the following members to the Sustainability Committee with the following terms. The recommended members served previously on the Committee.

Amy Olson: Three-year term expiring September 30, 2028
Dean Farr: Three-year term expiring September 30, 2028
Jennifer Oliver: Two-year term expiring September 30, 2027
Emilie Hoffman: Two-year term expiring September 30, 2027
Terry Dieckhoff: Two-year term expiring September 30, 2027
Stephen Platt: One-year term expiring September 30, 2026
Lisa McLaughlin: One-year term expiring September 30, 2026

The members are subject to the approval by a majority vote of the Mayor and City Council.

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

Votes Required to Pass: Simple majority

Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date: October 21, 2025

Item: Civic Center Authority Board Appointments

Recommendation: Motion to adopt a resolution authorizing Civic Center Authority Board appointments.

Contact: Haig Haleblian, Mayor

Background:

The Crystal Lake Civic Center Authority Board is authorized by law to enhance the ability of residents to avail themselves of civic and cultural centers situated within Crystal Lake.

The Crystal Lake Civic Center Authority was created by Public Act 90-328 which became effective January 1, 1998. The Board of the Civic Center Authority consists of 9 members appointed by the Mayor with the advice and consent of the Crystal Lake City Council. The Crystal Lake Civic Center Authority is the owner of the properties at 26 N. Williams Street (a/k/a the Raue Center). The Raue Center building was purchased by the Civic Center Authority using proceeds from the estate of Lucille Raue, longtime City resident. The Lucille Raue Estate also provided approximately $4 million toward the renovation of the Raue Center building, which had previously been known as the El Tovar Theatre. The first performance held at the Raue Center was in September 2001.

The Raue Center for the Arts, Inc. ("RCFA"), incorporated on April 7, 1997 as a not-for-profit corporation. From its inception, the RCFA has used the Raue Center as a performing arts center in Crystal Lake. The RCFA currently subleases the Raue Center from Home State Bank.

Board Member Responsibilities:

Currently, the primary responsibility of the Crystal Lake Civic Center Authority Board is to serve as landlord to the properties compromising the Raue Center. Other responsibilities are detailed in Article 70 of 70 ILCS 200 of the Illinois Compiled Statutes. Based on the current leasing structure, the Civic Center Authority has no direct responsibility for the use, management, or upkeep of the Raue Center, as those responsibilities are delegated to others by lease.

Term of Office

Each unpaid, volunteer Civic Center Authority Board member shall be appointed to alternating three-year terms. Board meeting will be held monthly, if needed, and will be held at the Crystal Lake City Hall. The Board shall select a chairman and a secretary from its own number, and adopt by-laws and regulations to govern its proceedings. The initial chairman and his successors shall be elected by the Board from time to time for the term of the chairman's office as a member of the Board or for the term of 3 years, whichever is shorter.

Recommended Members

Civic Center Authority Board

Name	Initial Term Expires
Bob Atkinson	August 5, 2028
Paul Leach	August 5, 2028
John Green	August 5, 2028
Barb Glanz	August 5, 2027
Bill Gronow	August 5, 2027
Bill Hawes	August 5, 2027
Matt Turk	August 5, 2026
Brian Fowler	August 5, 2026
Howard Fiedler	August 5, 2026

Noter that the recommendation is to stagger the terms of the appointees so that three Board positions will be subject to renewal or replacement every year. This is consistent with 70 ILCS 200/70-20, and it will help ensure continuity upon the Civic Center Authority Board.

Votes Required to Pass:

Simple Majority

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, ILLINOIS,
Confirming appointments to the Civic Center Authority

WHEREAS, vacancies have occurred on the Civic Center Authority due to the expiration of terms and resignations; and

WHEREAS, the Crystal Lake Civic Center Authority was created by Public Act 90-328; and

WHEREAS, the Board of the Civic Center Authority consists of 9 members appointed by the Mayor with the advice and consent of the Crystal Lake City Council; and

WHEREAS, the Mayor of the City of Crystal Lake has recommended the following individuals for the following terms (which terms are staggered to provide continuity on the Board of the Civic Center Authority consistent with 70 ILCS 200/70-20):

Civic Center Authority Board

Name	Term Expires
Bob Atkinson	August 5, 2028
Paul Leach	August 5, 2028
John Green	August 5, 2028
Barb Glanz	August 5, 2027
Bill Gronow	August 5, 2027
Bill Hawes	August 5, 2027
Matt Turk	August 5, 2026
Brian Fowler	August 5, 2026
Howard Fiedler	August 5, 2026

NOW THEREFORE, by adoption of this resolution, the City Council confirms said appointments as listed. All previous appointments to the Civic Center Authority Board are hereby repealed.

Adopted by the City Council of the City of Crystal Lake at a regular meeting on the 21st day of October, 2025.

_____
Haig Haleblian, Mayor

ATTEST:

_____
Nick Hammonds, City Clerk

ARTICLE 70.
CRYSTAL LAKE CIVIC CENTER

(70 ILCS 200/70-1)
Sec. 70-1. Short title. This Article may be cited as the Crystal Lake Civic Center Law of 1997.
(Source: P.A. 90-328, eff. 1-1-98.)

(70 ILCS 200/70-5)
Sec. 70-5. Definitions. When used in this Article:
"Authority" means the Crystal Lake Civic Center Authority.
"Board" means the governing and administrative body of the Crystal Lake Civic Center Authority.
"Metropolitan area" means all that territory in the State of Illinois lying within the corporate boundaries of the municipality of Crystal Lake in the County of McHenry.
(Source: P.A. 90-328, eff. 1-1-98.)

(70 ILCS 200/70-10)
Sec. 70-10. Authority created; principal office. There is hereby created a political subdivision, body politic and municipal corporation by the name and style of the Crystal Lake Civic Center Authority in the metropolitan area.
The principal office of the Authority shall be in the City of Crystal Lake.
(Source: P.A. 90-328, eff. 1-1-98.)

(70 ILCS 200/70-15)
Sec. 70-15. Board created. The governing and administrative body of the Authority shall be a board consisting of 9 members and shall be known as the Crystal Lake Civic Center Authority Board. The members of the Board shall be individuals of generally recognized ability and integrity.
(Source: P.A. 90-328, eff. 1-1-98.)

(70 ILCS 200/70-20)
Sec. 70-20. Board members appointed. Within 60 days after January 1, 1988 (the effective date of Article II of Public

Act 85-793), the Mayor of the City of Crystal Lake, with the advice and consent of the Crystal Lake City Council, shall appoint 3 members of the Board for initial terms expiring June 1, 1988; 3 members for initial terms expiring June 1, 1989; and 3 members for initial terms expiring June 1, 1990. The successors of the initial members shall be appointed in like manner for 3 year terms from the date of appointment, except in case of an appointment to fill a vacancy.
(Source: P.A. 90-328, eff. 1-1-98.)

(70 ILCS 200/70-25)

Sec. 70-25. Removal of Board members. The appointing officer, with the advice and consent of the Crystal Lake City Council, may remove any member of the Board appointed by him, in case of incompetency, neglect of duty or malfeasance in office, after service on him, by registered United States mail, return receipt requested, of a copy of the written charges against him and an opportunity to be publicly heard in person or by counsel in his own defense upon not less than 10 days notice.
(Source: P.A. 90-328, eff. 1-1-98.)

(70 ILCS 200/70-30)

Sec. 70-30. Bidders; civil action to compel compliance. Any bidder who has submitted a bid in compliance with the requirements for bidding under this Article may bring a civil action in the Circuit Court of McHenry County in which the metropolitan area is located to compel compliance with the provisions of this Article relating to the awarding of contracts by the Board.
(Source: P.A. 90-328, eff. 1-1-98.)

(70 ILCS 200/70-35)

Sec. 70-35. Standard civic center provisions incorporated by reference. The following Sections of this Code are incorporated by reference into this Article:

Section 2-3. Purpose.

Section 2-5. Definitions.

Section 2-10. Lawsuits; common seal.

Section 2-15. Duties; auditorium, recreational, and other buildings; lease

of space.
Section 2-20. Rights and powers, including eminent domain.
Section 2-25. Incurring obligations.
Section 2-30. Prompt payment.
Section 2-35. Acquisition of property from person, State, or local agency.
Section 2-40. Federal money.
Section 2-45. Insurance.
Section 2-50. Borrowing; revenue bonds; suits to compel performance.
Section 2-55. Bonds; nature of indebtedness.
Section 2-60. Investment in bonds.
Section 2-75. Board members; financial matters; conflict of interest.
Section 2-80. Board members' oath.
Section 2-85. Board members; vacancy in office.
Section 2-90. Organization of the Board.
Section 2-95. Meetings; action by 5 Board members.
Section 2-100. Secretary; treasurer.
Section 2-105. Funds.
Section 2-110. Signatures on checks or drafts.
Section 2-115. General manager; other appointments.
Section 2-122. Rules and regulations; penalties.
Section 2-125. Contracts; award to other than highest or lowest bidder by vote of 5 Board members.
Section 2-130. Bids and advertisements.
Section 2-135. Report and financial statement.
Section 2-140. State financial support.
Section 2-145. Anti-trust laws.
Section 2-150. Tax exemption.
(Source: P.A. 90-328, eff. 1-1-98.)

(70 ILCS 200/2-3)
Sec. 2-3. Purpose. The purpose of this Article is to accomplish the aims of the State of Illinois to enhance the ability of its citizens to avail themselves of civic and cultural centers geographically situated throughout the entire State of Illinois.
(Source: P.A. 90-328, eff. 1-1-98.)

(70 ILCS 200/2-5)
Sec. 2-5. Definitions. In this Article:
"Authority" means the Authority as defined in the Article creating the

Authority, except that in the case of provisions incorporated by reference into Article 25, in the context of that incorporation by reference "Authority" means the Committee as defined in Article 25.

"Governmental agency" means the federal government, the State, any unit of local government or school district, and any agency or instrumentality thereof.

"Person" means any individual, firm, partnership, corporation, company, association or joint stock association; and includes any trustee, receiver, assignee or personal representative thereof.

"Board" means the governing and administrative body of the Authority as defined in the Article creating the Authority, except that in the case of provisions incorporated by reference into Article 25, in the context of that incorporation by reference "Board" means the Committee as defined in Article 25.

"Metropolitan area", for an Authority created under this Act, means the metropolitan area for the Authority as defined in the Article creating the Authority.

(Source: P.A. 90-328, eff. 1-1-98.)

(70 ILCS 200/2-10)

Sec. 2-10. Lawsuits; common seal.

(a) The Authority may sue and be sued in its corporate name but execution shall not in any case issue against any property of the Authority.

(b) The Authority may adopt a common seal and change the same at its pleasure.

(Source: P.A. 90-328, eff. 1-1-98.)

(70 ILCS 200/2-15)

Sec. 2-15. Duties; auditorium, recreational, and other buildings; lease of space. It shall be the duty of the Authority to promote, operate and maintain expositions, conventions, and theatrical, sports and cultural activities from time to time in the metropolitan area and in connection therewith to arrange, finance and maintain industrial, cultural, educational, theatrical, sports, trade and scientific exhibits and to construct, equip and maintain auditorium, exposition, recreational and office buildings for such purposes.

The provision of office space for lease and rental and the lease of air space over and appurtenant to such structures shall be deemed an integral function of the Authority.

The Authority is granted all rights and powers necessary to perform such duties.

(Source: P.A. 90-328, eff. 1-1-98.)

(70 ILCS 200/2-20)

Sec. 2-20. Rights and powers, including eminent domain. The Authority shall have the following rights and powers:

(a) To acquire, purchase, own, construct, lease as lessee or in any other way acquire, improve, extend, repair, reconstruct, regulate, operate, equip and maintain exhibition centers, civic auditoriums, cultural facilities and office buildings, including sites and parking areas and commercial facilities therefor located within the metropolitan area;

(b) To plan for such grounds, centers and auditoriums and to plan, sponsor, hold, arrange and finance fairs, industrial, cultural, educational, trade and scientific exhibits, shows and events and to use or allow the use

of such grounds, centers, and auditoriums for the holding of fairs, exhibits, shows and events whether conducted by the Authority or some other person or governmental agency;

(c) To exercise the right of eminent domain to acquire sites for such grounds, centers, buildings and auditoriums, and parking areas and facilities in the manner provided for the exercise of the right of eminent domain under the Eminent Domain Act;

(d) To fix and collect just, reasonable and nondiscriminatory charges and rents for the use of such parking areas and facilities, grounds, centers, buildings and auditoriums and admission charges to fairs, shows, exhibits and events sponsored or held by the Authority. The charges collected may be made available to defray the reasonable expenses of the Authority and to pay the principal of and the interest on any bonds issued by the Authority;

(e) To enter into contracts treating in any manner with the objects and purposes of this Article.

Notwithstanding any other provision of this Article, any power granted under this Article to acquire property by condemnation or eminent domain is subject to, and shall be exercised in accordance with, the Eminent Domain Act.

(Source: P.A. 94-1055, eff. 1-1-07; 95-331, eff. 8-21-07.)

(70 ILCS 200/2-25)

Sec. 2-25. Incurring obligations. The Authority shall not incur any obligations for salaries or for office or administrative expenses except within the amounts of funds that will be available to it when such obligations become payable.

(Source: P.A. 90-328, eff. 1-1-98.)

(70 ILCS 200/2-30)

Sec. 2-30. Prompt payment. Purchases made under this Article shall be made in compliance with the Local Government Prompt Payment Act.

(Source: P.A. 90-328, eff. 1-1-98.)

(70 ILCS 200/2-35)

Sec. 2-35. Acquisition of property from person, State, or local agency. The Authority shall have power (i) to acquire and accept by purchase, lease, gift or otherwise any property or rights useful for the Authority's purposes from any person or persons, from any municipal corporation, body politic, or agency of the State, or from the State itself, (ii) to apply for and accept grants, matching grants, loans or appropriations from the State of Illinois or any agency or instrumentality thereof to be used for any of the purposes of the Authority, and (iii) to enter into any agreement with the State of Illinois in relation to such grants, matching grants, loans or appropriations.

(Source: P.A. 90-328, eff. 1-1-98.)

(70 ILCS 200/2-40)

Sec. 2-40. Federal money. The Authority shall have the power (i) to apply for and accept grants, matching grants, loans or appropriations from the federal government or any agency or instrumentality thereof to be used for any of the purposes of the Authority and (ii) to enter into any agreement with the federal government in relation to such grants, matching grants, loans or appropriations.

(Source: P.A. 90-328, eff. 1-1-98.)

(70 ILCS 200/2-45)

Sec. 2-45. Insurance. The Authority shall have the power to procure and enter into contracts for any type of insurance and indemnity against loss or damage to property from any cause, against loss of use and occupancy, against employers' liability, against any act of any member, officer, or employee of the Board or Authority in the performance of the duties of the office or employment, and against any other insurable risk.
(Source: P.A. 90-328, eff. 1-1-98.)

(70 ILCS 200/2-50)

Sec. 2-50. Borrowing; revenue bonds; suits to compel performance. The Authority shall have continuing power to borrow money for the purpose of carrying out and performing its duties and exercising its powers under this Article.

For the purpose of evidencing the obligation of the Authority to repay any money borrowed as aforesaid, the Authority may, pursuant to an ordinance adopted by the Board, from time to time issue and dispose of its interest bearing revenue bonds, and may also from time to time issue and dispose of its interest bearing revenue bonds to refund any bonds at maturity or pursuant to redemption provisions or at any time before maturity with the consent of the holders thereof. All such bonds shall be payable solely from the revenues or income to be derived from the fairs, expositions, exhibitions, rentals and leases and other authorized activities operated by it, and from funds, if any, received and to be received by the Authority from any other source. Such bonds may bear such date or dates, may mature at such time or times not exceeding 40 years from their respective dates, may bear interest at such rate or rates not exceeding the maximum rate permitted by the Bond Authorization Act, may be in such form, may carry such registration privileges, may be executed in such manner, may be payable at such place or places, may be made subject to redemption in such manner and upon such terms, with or without premium as is stated on the face thereof, may be executed in such manner, and may contain such terms and covenants, all as may be provided in said ordinance. In case any officer whose signature appears on any bond ceases (after attaching his signature) to hold office, his signature shall nevertheless be valid and effective for all purposes. The holder or holders of any bonds or interest coupons appertaining thereto issued by the Authority may bring suits at law or proceedings in equity to compel the performance and observance by the Authority or any of its officers, agents or employees of any contract or covenant made by the Authority with the holders of such bonds or interest coupons, to compel the Authority or any of its officers, agents or employees to perform any duties required to be performed for the benefit of the holders of any such bonds or interest coupons by the provisions of the ordinance authorizing their issuance, and to enjoin the Authority and any of its officers, agents or employees from taking any action in conflict with any such contract or covenant.

Notwithstanding the form and tenor of any such bonds and in the absence of any express recital on the face thereof that it is non-negotiable, all such bonds shall be negotiable instruments under the Uniform Commercial Code.

From and after the issuance of any bonds as herein provided it shall be the duty of the corporate authorities of the Authority to fix and establish rates, charges, rents, and fees for the use of facilities acquired, constructed, reconstructed, extended or improved with the proceeds of the

sale of said bonds sufficient at all times, with other revenues of the Authority, to pay:

(a) the cost of maintaining, repairing, regulating and operating the said facilities; and

(b) the bonds and interest thereon as they shall become due, and all sinking fund requirements and other requirements provided by the ordinance authorizing the issuance of the bonds or as provided by any trust agreement executed to secure payment thereof.

To secure the payment of any or all of such bonds and for the purpose of setting forth the covenants and undertakings of the Authority in connection with the issuance thereof and the issuance of any additional bonds payable from such revenue income to be derived from the fairs, recreational, theatrical, and cultural expositions, sports activities, exhibitions, office rentals, and air space leases and rentals and from other revenue, if any, the Authority may execute and deliver a trust agreement or agreements; provided that no lien upon any physical property of the Authority shall be created thereby.

A remedy for any breach or default of the terms of any such trust agreement by the Authority may be by mandamus proceedings in any court of competent jurisdiction to compel performance and compliance therewith, but the trust agreement may prescribe by whom or on whose behalf such action may be instituted.

Before any such bonds (excepting refunding bonds) are sold, the entire authorized issue, or any part thereof, shall be offered for sale as a unit after advertising for bids at least 3 times in a daily newspaper of general circulation published in the metropolitan area, the last publication to be at least 10 days before bids are required to be filed. Copies of such advertisement may be published in any newspaper or financial publication in the United States. All bids shall be sealed, filed and opened as provided by ordinance and the bonds shall be awarded to the highest and best bidder or bidders therefor. The Authority shall have the right to reject all bids and to readvertise for bids in the manner provided for in the initial advertisement. However, if no bids are received such bonds may be sold at not less than par value, without further advertising, within 60 days after the bids are required to be filed pursuant to any advertisement.
(Source: P.A. 90-328, eff. 1-1-98.)

(70 ILCS 200/2-55)

Sec. 2-55. Bonds; nature of indebtedness. Under no circumstances shall any bonds issued by the Authority be or become an indebtedness or obligation of the State of Illinois or of any political subdivision of or municipality within the State, nor shall any such bond or obligation be or become an indebtedness of the Authority within the purview of any constitutional limitation or provision, and it shall be plainly stated on the face of each such bond that it does not constitute such an indebtedness or obligation but is payable solely from the revenues or income as provided in this Article.
(Source: P.A. 90-328, eff. 1-1-98.)

(70 ILCS 200/2-60)

Sec. 2-60. Investment in bonds. The State and all counties, cities, villages, incorporated towns and other municipal corporations, political subdivisions and public bodies, and public officers of any thereof; all banks, bankers, trust companies, savings banks and institutions, building and loan associations, savings and loan associations, investment companies and

other persons carrying on an insurance business; and all executors, administrators, guardians, trustees and other fiduciaries may legally invest any sinking funds, moneys or other funds belonging to them or within their control in any bonds issued pursuant to this Article, it being the purpose of this Section to authorize the investment in such bonds of all sinking, insurance, retirement, compensation, pension and trust funds, whether owned or controlled by private or public persons or officers; provided, however, that nothing contained in this Section may be construed as relieving any person from any duty of exercising reasonable care in selecting securities for investment.
(Source: P.A. 90-328, eff. 1-1-98.)

(70 ILCS 200/2-75)
Sec. 2-75. Board members; financial matters; conflict of interest. The members of the Board shall serve without compensation, but shall be reimbursed for actual expenses incurred by them in the performance of their duties.

No member of the Board or employee of the Authority shall have any private financial interest, profit or benefit in any contract, work or business of the Authority or in the sale or lease of any property to or from the Authority.
(Source: P.A. 90-328, eff. 1-1-98.)

(70 ILCS 200/2-80)
Sec. 2-80. Board members' oath. Within 30 days after certification of appointment, and before entering upon the duties of office, each member of the Board shall take and subscribe the constitutional oath of office and file it in the office of the Secretary of State.
(Source: P.A. 90-328, eff. 1-1-98.)

(70 ILCS 200/2-85)
Sec. 2-85. Board members; vacancy in office. Members of the Board shall hold office until their respective successors have been appointed and qualified. Any member may resign from office; the resignation takes effect when the member's successor has been appointed and has qualified.

In case of failure to qualify within the time required, abandonment of office, death, conviction of a felony or removal from office, a member's office shall become vacant. Each vacancy shall be filled for the unexpired term by appointment in like manner as in the case of expiration of the term of a member of the Board.
(Source: P.A. 90-328, eff. 1-1-98.)

(70 ILCS 200/2-90)
Sec. 2-90. Organization of the Board. As soon as practicably possible after the appointment of the initial members, the Board shall organize for the transaction of business, select a chairman and a temporary secretary from its own number, and adopt by-laws and regulations to govern its proceedings. The initial chairman and his successors shall be elected by the Board from time to time for the term of the chairman's office as a member of the Board or for the term of 3 years, whichever is shorter.
(Source: P.A. 90-328, eff. 1-1-98.)

(70 ILCS 200/2-95)

Sec. 2-95. Meetings; action by 5 Board members. Regular meetings of the Board shall be held at least once in each calendar month, the time and place of such meetings to be fixed by the Board.

Five members of the Board shall constitute a quorum for the transaction of business. All actions of the Board shall be by ordinance or resolution and the affirmative vote of at least 5 members shall be necessary for the adoption of any ordinance or resolution.

All ordinances, resolutions and proceedings of the Authority and all documents and records in its possession shall be public records, and open to public inspection, except such documents and records as shall be kept or prepared by the Board for use in negotiations, actions or proceedings to which the Authority is a party.
(Source: P.A. 90-328, eff. 1-1-98.)

(70 ILCS 200/2-100)

Sec. 2-100. Secretary; treasurer. The Board shall appoint a secretary and a treasurer, who need not be members of the Board, to hold office during the pleasure of the Board and shall fix their duties and compensation. Before entering upon the duties of their respective offices they shall take and subscribe the constitutional oath of office, and the treasurer shall execute a bond with corporate sureties to be approved by the Board. The bond shall be payable to the Authority in whatever penal sum may be directed upon the faithful performance of the duties of the office and the payment of all money received by the treasurer according to law and the orders of the Board. The Board may, at any time, require a new bond from the treasurer in a penal sum as may then be determined by the Board. The obligation of the sureties shall not extend to any loss sustained by the insolvency, failure or closing of any national or state bank wherein the treasurer has deposited funds if the bank has been approved by the Board as a depositary for those funds. The oaths of office and the treasurer's bond shall be filed in the principal office of the Authority.
(Source: P.A. 90-328, eff. 1-1-98.)

(70 ILCS 200/2-105)

Sec. 2-105. Funds. All funds deposited by the treasurer in any bank shall be placed in the name of the Authority and shall be withdrawn or paid out only by check or draft upon the bank, signed by the treasurer and countersigned by the chairman of the Board. The Board may designate any of its members or any officer or employee of the Authority to affix the signature of the chairman and another to affix the signature of the treasurer to any check or draft for payment of salaries or wages and for payment of any other obligation of not more than $2,500.
(Source: P.A. 90-328, eff. 1-1-98.)

(70 ILCS 200/2-110)

Sec. 2-110. Signatures on checks or drafts. In case any officer whose signature appears upon any check or draft issued pursuant to this Article ceases to hold office after attaching his or her signature and before the delivery of the check or draft to the payee, that signature nevertheless shall be valid and sufficient for all purposes with the same effect as if the officer had remained in office until delivery.
(Source: P.A. 90-328, eff. 1-1-98.)

(70 ILCS 200/2-115)

Sec. 2-115. General manager; other appointments. The Board may appoint a general manager who shall be a person of recognized ability and business experience, to hold office during the pleasure of the Board. The general manager shall have management of the properties and business of the Authority and of the employees thereof subject to the general control of the Board, shall direct the enforcement of all ordinances, resolutions, rules and regulations of the Board, and shall perform such other duties as may be prescribed from time to time by the Board.

The Board may appoint a general attorney and a chief engineer and shall provide for the appointment of such other officers, attorneys, engineers, planners, consultants, agents and employees as may be necessary. The Board shall define their duties and require bonds of such of them as the Board may designate.

The general manager, general attorney, chief engineer, and all other officers provided for pursuant to this Section shall be exempt from taking and subscribing any oath of office and shall not be members of the Board.

The compensation of the general manager, general attorney, chief engineer, and all other officers, attorneys, planners, consultants, agents and employees shall be fixed by the Board.
(Source: P.A. 90-328, eff. 1-1-98.)

(70 ILCS 200/2-122)

Sec. 2-122. Rules and regulations; penalties. The Board shall have power to make all rules and regulations proper or necessary to carry into effect the powers granted to the Authority, with such penalties as may be deemed proper.
(Source: P.A. 90-328, eff. 1-1-98.)

(70 ILCS 200/2-125)

Sec. 2-125. Contracts; award to other than highest or lowest bidder by vote of 5 Board members. All contracts for the sale of property of the value of more than $10,000 or for a concession in or lease of property, including air rights, of the Authority for a term of more than one year shall be awarded to the highest responsible bidder, after advertising for bids. All construction contracts and contracts for supplies, materials, equipment and services, when the expense thereof will exceed $10,000, shall be let to the lowest responsible bidder after advertising for bids, excepting (1) when repair parts, accessories, equipment or services are required for equipment or services previously furnished or contracted for; (2) when the nature of the services required is such that competitive bidding is not in the best interest of the public, including, without limiting the generality of the foregoing, the services of accountants, architects, attorneys, engineers, physicians, superintendents of construction, and others possessing a high degree of skill; and (3) when services such as water, light, heat, power, telephone or telegraph are required.

All contracts involving less than $10,000 shall be let by competitive bidding to the lowest responsible bidder whenever possible, and in any event in a manner calculated to ensure the best interests of the public. Competitive bidding is not required for the lease of real estate or buildings owned or controlled by the Authority. The Board is empowered to offer such leases upon such terms as it deems advisable.

In determining the responsibility of any bidder, the Board may take into account the past record of dealings with the bidder, the bidder's experience, adequacy of equipment, and ability to complete performance within the time

set, and other factors besides financial responsibility, but in no case shall any such contracts be awarded to any other than the highest bidder (in case of sale, concession or lease) or the lowest bidder (in case of purchase or expenditure) unless authorized or approved by a vote of at least 5 members of the Board, and unless such action is accompanied by a statement in writing setting forth the reasons for not awarding the contract to the highest or lowest bidder, as the case may be, which statement shall be kept on file in the principal office of the Authority and open to public inspection.

Members of the Board, officers and employees of the Authority, and their relatives within the fourth degree of consanguinity by the terms of the civil law are forbidden to be interested directly or indirectly in any contract for construction or maintenance work or for the delivery of materials, supplies or equipment.

The Board shall have the right to reject all bids and to readvertise for bids. If after any such advertisement no responsible and satisfactory bid, within the terms of the advertisement, shall be received, the Board may award such contract without competitive bidding, provided that it shall not be less advantageous to the Authority than any valid bid received pursuant to advertisement.

The Board shall adopt rules and regulations to carry into effect the provisions of this Section.
(Source: P.A. 93-491, eff. 1-1-04.)

(70 ILCS 200/2-130)

Sec. 2-130. Bids and advertisements. Advertisements for bids shall be published at least twice in a daily newspaper of general circulation published in the metropolitan area, the last publication to be at least 10 calendar days before the time for receiving bids, and such advertisements shall also be posted on readily accessible bulletin boards in the principal office of the Authority. Such advertisements shall state the time and place for receiving and opening bids and, by reference to plans and specifications on file at the time of the first publication, or in the advertisement itself, shall describe the character of the proposed contract in sufficient detail to fully advise prospective bidders of their obligations and to ensure free and open competitive bidding.

All bids in response to advertisements shall be sealed and shall be publicly opened by the Board, and all bidders shall be entitled to be present in person or by representatives. Cash or a certified or satisfactory cashier's check, as a deposit of good faith, in a reasonable amount to be fixed by the Board before advertising for bids, shall be required with the proposal of each bidder. Bond for faithful performance of the contract with surety or sureties satisfactory to the Board and adequate insurance may be required in reasonable amounts to be fixed by the Board before advertising for bids.

The contract shall be awarded as promptly as possible after the opening of bids. The bid of the successful bidder, as well as the bids of the unsuccessful bidders, shall be placed on file and be open to public inspection. All bids shall be void if any disclosure of the terms of any bid in response to an advertisement is made or permitted to be made by the Board before the time fixed for opening bids.
(Source: P.A. 90-328, eff. 1-1-98.)

(70 ILCS 200/2-135)

Sec. 2-135. Report and financial statement. As soon after the end of each

fiscal year as may be expedient, the Board shall cause to be prepared and printed a complete and detailed report and financial statement of its operations and of its assets and liabilities. A reasonably sufficient number of copies of such report shall be printed for distribution to persons interested upon request and a copy thereof shall be filed with the county clerk and the appointing officers.
(Source: P.A. 90-328, eff. 1-1-98.)

(70 ILCS 200/2-140)
Sec. 2-140. State financial support. The Authority created by this Article shall receive financial support from the State in the amounts provided for in Section 4 of the Metropolitan Civic Center Support Act.
(Source: P.A. 90-328, eff. 1-1-98.)

(70 ILCS 200/2-145)
Sec. 2-145. Antitrust laws. The Authority is expressly made the beneficiary of the provisions of Section 1 of the Local Government Antitrust Exemption Act, and the General Assembly intends that the "State action exemption" to the application of the federal antitrust laws be fully available to the Authority to the extent its activities are either (1) expressly or by necessary implication authorized by this Article or other Illinois law or (2) within traditional areas of local governmental activity.
(Source: P.A. 90-328, eff. 1-1-98.)

(70 ILCS 200/2-150)
Sec. 2-150. Tax exemption. All property of the Authority shall be exempt from taxation by the State or any taxing unit therein.
(Source: P.A. 90-328, eff. 1-1-98.)

Agenda Item No: 18

City Council
Agenda Supplement

Meeting Date: October 21, 2025

Item: Raue Center Upkeep Agreement

Staff Recommendation: Approve a Resolution Authorizing an Agreement Relating to Financing the Upkeep of the Raue Center

Staff Contact: Eric Helm, City Manager
Victor Filippini, City Special Legal Counsel

Background:

The Raue Center for the Arts (the "***Raue Center***") serves as a community cultural and performance center and is owned by the Crystal Lake Civic Center Authority (the "***CCA***"). For many years, the Raue Center for the Arts, Inc. ("***RCFA***"), a not-for-profit corporation, has occupied and maintained the Raue Center pursuant to a long-term lease.

In 2018, RCFA sought to restructure its finances, and requested modifications to the Raue Center lease to allow Home State Bank ("***HSB***") to become the lessee, with RCFA subleasing the Raue Center from HSB.

In 2024, RCFA and HSB sought a further re-structuring of the lease for the Raue Center. Over the past year, the City has worked with RCFA and HSB to develop a revised structure for RCFA to operate from the Raue Center. The new structure is dependent on four elements, to-wit:

1. A Lease Termination Agreement between HSB and the CCA. Prior to the termination, HSB will finance various improvements and repairs to the Raue Center;

2. A Sublease Termination Agreement between HSB and RCFA, pursuant to HSB providing certain additional financial support to RCFA;

3. A new 25-year lease of the Raue Center between the CCA and the RCFA (with opportunities for RCFA to extend the term to 50 years). As part of the new lease, RCFA would lease the entire Raue Center and bear all responsibilities for its upkeep and repair; and

4. A proposed funding agreement between the City and RCFA, pursuant to which the City would no longer provide periodic grants to RCFA, but the City would establish a long-term "Upkeep Account" into which the City would deposit funds to be used only for maintaining the Raue

Center. The funding agreement would be for a 25-year period with the contributions into the Upkeep Account made pursuant to the following schedule:

Year(s) of Upkeep Contribution	Amount of Annual Upkeep Contribution for Each Year in the Periods Specified
2025	$50,000.00
2026-2030	$175,000.00
2031-2035	$190,000.00
2036-2040	$205,000.00
2041-2045	$220,000.00
2046-2050	$235,000.00

The funding agreement also would have the City provide technical assistance to RCFA in order to ensure that necessary maintenance and repair of the Raue Center is being undertaken by responsible contractors. Additionally, the agreement calls for the City to appoint certain members of the RCFA Board, as well as providing certain standards to allow RCFA to pursue financial support through agreements for naming rights.

Although this restructuring of interests in the Raue Center has several moving parts among multiple parties, it is anticipated that this revised approach may better enable RCFA to undertake independent fundraising while ensuring the availability of funds for the preservation of the Raue Center itself. More importantly, the various agreements are expected to help keep RCFA as a mainstay in downtown Crystal Lake and act as a draw for the downtown business, which will help maintain the vitality of the City's downtown.

Request:

Although the restructuring of responsibilities for the Raue Center has several moving pieces, the City's only consideration is whether to approve the proposed funding agreement with RCFA. Such funding agreement will only take effect if the aforementioned Lease Termination Agreement, Sublease Termination Agreement, and Lease are approved by the CCA, RCFA, and HSB.

The City Council is therefore requested to approve the attached resolution that approves and authorizes the signing of the funding agreement between the City and RCFA.

Votes Required to Pass:

A simple majority vote of the City Council will be required.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, ILLINOIS, APPROVING AND AUTHORIZING AN AGREEMENT RELATING TO FINANCING THE UPKEEP OF THE RAUE CENTER

WHEREAS, the Crystal Lake Civic Center Authority (its successor or assign)(the "***CCA***") is the owner of that certain real property at 26 North Williams Street and 41 Grant Street in Crystal Lake, Illinois (the "***Raue Center***"); and

WHEREAS, the CCA currently leases the Raue Center to Home State Bancorp (the "***HSB Lease***"), which in turn subleases the Raue Center (the "***Sublease***") to the Raue Center for the Arts, Inc. ("***RCFA***"); and

WHEREAS, the CCA and RCFA seek to terminate the HSB Lease and the Sublease and enter into a new lease for the Raue Center between the CCA and RCFA (the "***RCFA Lease***"); and

WHEREAS, the proposed RCFA Lease would require the RCFA to maintain, repair, and replace all elements of the Raue Center (the "***Upkeep***"); and

WHEREAS, because RCFA is a not-for-profit entity dependent on financial support from donors, grants, and other sources, the Upkeep of the Raue Center may place undue financial strain on RCFA's resources, especially at the outset of the RCFA Lease; and

WHEREAS, the City has traditionally provided financial support for the RCFA in recognition of the RCFA's role in promoting tourism within the City and attracting people who fuel and support the economic vitality of downtown Crystal Lake; and

WHEREAS, the City has authority to utilize public funds to promote economic development pursuant to 65 ILCS 5/8-1-2.5 and its home rule powers; and

WHEREAS, in order to stimulate economic development in the City, it is appropriate for the City to help (i) support the continued activities of RCFA in downtown Crystal Lake, particularly activities relating to RCFA's Upkeep obligations under the RCFA Lease, and (ii) promote the vibrancy of the businesses in downtown Crystal Lake; and

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WHEREAS, the Mayor and Members of City Council of the City (the "***City Council***") have determined that preserving the Raue Center as an active hub of cultural and entertainment activity in downtown Crystal Lake is a benefit to the community and fosters economic activity in the City; and

WHEREAS, the City Council has determined that providing financial support to RCFA to meet its obligations for Upkeep of the Raue Center under the RCFA Lease will better ensure the continued operations of RCFA in downtown Crystal Lake, which will promote economic development of downtown Crystal Lake and help preserve and enhance the benefits provided to the Crystal Lake community by a vibrant Raue Center; and

WHEREAS, the Parties intend that the "Agreement Relating to Financing the Upkeep of the Raue Center" (the "***Agreement***"), attached hereto as Exhibit A, will support their mutual goal and RCFA's efforts to maintain the Raue Center as a gem of the Crystal Lake community and a prime attraction of downtown Crystal Lake by ensuring RCFA's compliance with the RCFA Lease through the provision of first-class Upkeep, while assisting RCFA to continue and enlarge its fundraising and financial management capabilities; and

WHEREAS, the City Council has determined that the objectives and purposes of this Agreement shall serve the best interests of the City and its residents and the overall Crystal Lake community;

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

Section 1: Recitals. The foregoing recitals are incorporated into this Resolution as the findings and determinations of the City Council.

Section 2: Approval and Authorizations.

A. The Agreement as attached to this Resolution as Exhibit A is hereby approved.

B. The Mayor, City Manager, and City Clerk are hereby authorized and directed to cause the Agreement to be signed and attested on behalf of the City of Crystal Lake; provided, however, that such Agreement shall not be signed or attested unless and until:

i. The CCA and HSB have signed the Lease Termination Agreement relating to the HSB Lease;
ii. RCFA and HSB have signed the Sublease Termination Agreement relating to the Sublease;
iii. The CCA and RCFA have signed the RCFA Lease; and
iv. RCFA has signed and delivered the Agreement to the City Clerk.

Section 3: Effective Date. This Resolution shall be in full force and effect upon its passage and approval.

Adopted by the City Council of the City of Crystal Lake at a regular meeting on the 21st day of October, 2025.

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_____
Haig Haleblian, Mayor

ATTEST:

_____
Nick Hammonds, City Clerk

4923-0726-1298, v. 2

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AGREEMENT RELATING TO FINANCING THE UPKEEP OF THE RAUE CENTER

This **AGREEMENT RELATING TO FINANCING THE UPKEEP OF THE RAUE CENTER** (the "***Agreement***") is made as of the _____ day of _____, 202__, by, between, and among the **CITY OF CRYSTAL LAKE**, an Illinois home-rule municipality (the "***City***"), and the **RAUE CENTER FOR THE ARTS, INC.**, an Illinois not-for-profit corporation (the "***RCFA***") (individually a "***Party***" and together the "***Parties***");

W I T N E S S E T H:

WHEREAS, the Crystal Lake Civic Center Authority (its successor or assign)(the "***CCA***") is the owner of that certain real property at 26 North Williams Street and 41 Grant Street in Crystal Lake, Illinois, and legally described in Exhibit A to this Agreement (the "***Property***"); and

WHEREAS, the Property is improved with a building (the **"*Building*"**) that has been operated by RCFA for approximately 25 years as a community center for the arts for the purposes of promoting activities of public interest and bringing together organizations for the benefit and enjoyment of the entire Crystal Lake community (collectively, the Property and Building shall hereinafter be referred to as the "***Raue Center***"); and

WHEREAS, the CCA currently leases the Raue Center to Home State Bancorp (the "***HSB Lease***"), which in turn subleases the Raue Center to RCFA (the "***Sublease***"); and

WHEREAS, the CCA and RCFA seek to terminate the HSB Lease and the Sublease and enter into a new lease for the Raue Center between the CCA and RCFA (the "***RCFA Lease***"); and

WHEREAS, the proposed RCFA Lease would require the RCFA to maintain, repair, and replace all elements of the Raue Center (the "***Upkeep***"); and

WHEREAS, because RCFA is a not-for-profit entity dependent on financial support from donors, grants, and other sources, the Upkeep of the Raue Center may place undue financial strain on RCFA's resources, especially at the outset of the RCFA Lease; and

WHEREAS, the City has traditionally provided financial support for the RCFA in recognition of the RCFA's role in promoting tourism within the City and attracting people who fuel and support the economic vitality of downtown Crystal Lake; and

WHEREAS, the City has authority to utilize public funds to promote economic development pursuant to 65 ILCS 5/8-1-2.5 and its home rule powers; and

WHEREAS, in order to stimulate economic development in the City, it is appropriate for the City to help (i) support the continued activities of RCFA in downtown Crystal Lake, particularly activities relating to RCFA's Upkeep obligations under the RCFA Lease, and (ii) promote the vibrancy of the businesses in downtown Crystal Lake; and

WHEREAS, the Mayor and Members of City Council of the City (the "***City Council***") have determined that preserving the Raue Center as an active hub of cultural and entertainment

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activity in downtown Crystal Lake is a benefit to the community and fosters economic activity in the City; and

WHEREAS, the City Council has determined that entering into this Agreement with RCFA to provide additional financial support to RCFA to meet its obligations for Upkeep of the Raue Center under the RCFA Lease will better ensure the continued operations of RCFA in downtown Crystal Lake, which will promote economic development of downtown Crystal Lake and help preserve and enhance the benefits provided to the Crystal Lake community by a vibrant Raue Center; and

WHEREAS, in furtherance of the City's interest in preserving the Raue Center as vibrant community center in Crystal Lake, the City seeks to acquire limited rights from RCFA relating to "Naming Rights" (as hereinafter defined in Section 6) pursuant to this Agreement; and

WHEREAS, in order to enhance the financial capacity of RCFA and enhance public accountability with respect to the financial support of the City pursuant to this Agreement, the Parties agree to more formalized inter-relations between the City and RCFA that will not compromise the independence of RCFA nor impose stewardship responsibilities upon the City; and

WHEREAS, the Parties intend that this Agreement will support their mutual goal and RCFA's efforts to maintain the Raue Center as a gem of the Crystal Lake community and a prime attraction of downtown Crystal Lake by ensuring RCFA's compliance with the RCFA Lease through the provision of first-class Upkeep, while assisting RCFA to continue and enlarge its fundraising and financial management capabilities; and

WHEREAS, the City Council has determined that the objectives and purposes of this Agreement shall serve the best interests of the City and its residents and the overall Crystal Lake community;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements set forth below and other good and valuable consideration, the sufficiency of which the Parties hereto acknowledge, the Parties hereby agree as follows:

Section 1. Recitals. The foregoing recitals are material to this Agreement and are incorporated herein as if fully set forth in this Section 1.

Section 2. City Financial Support for Upkeep.

A. City Financial Contributions. Subject to the terms and conditions of this Agreement, and in lieu of any other grant or other funding by the City to RCFA, by March 15 of each calendar year following the "Effective Date" of this Agreement as defined in Section 13.Q of this Agreement, the City agrees to deposit into the "Upkeep Account" (as hereinafter defined) contributions in the amounts set forth in Exhibit B (the "***Upkeep Contribution***").

B. Account for Upkeep Contribution. The City shall establish and maintain a separate and segregated account into which all Upkeep Contributions shall be deposited (the "***Upkeep Account***"). Any interest earned on the Upkeep Contributions in the Upkeep Account shall be deemed part of the Upkeep Contributions and shall be and remain part of the Upkeep Account, subject to disbursements made in accordance with Section 4 of this Agreement. The City shall deliver statements to RCFA of the Upkeep Account within 25 days after the end of

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each calendar quarter; such statements shall include the following information: (i) the beginning balance of the just-concluded quarter, (ii) the ending balance of the prior quarter, (ii) each credit and debit during the subject quarter (including a description of the nature of such credit or debit), and (iv) the ending balance of the subject quarter.

C. Uses of Upkeep Contributions. The Upkeep Contributions in the Upkeep Account shall be available to fund only authorized "***Designated Expenses***," and a Designated Expense shall be:

1. a maintenance, repair, or replacement expense (including expenses for engineering and design professional services related thereto) relating to the Raue Center,

2. for an item, project, or activity having a cost in the amount of at least $5,000.00 (a "***Major Expense***"),

3. included among those items set forth in Exhibit C to this Agreement, or such other expenses determined to be Designated Expenses pursuant to Section 4 of this Agreement,

4. performed pursuant to an "***Approved Proposal***" in accordance with Section 4 of this Agreement; and

5. performed in compliance with all applicable laws, ordinances, codes, regulations, permits, approvals, authorizations, and related legal requirements (including, to the extent applicable, pursuant to certificates of appropriateness under the City's Historic Preservation ordinance)(collectively, "***Requirements of Law***").

The threshold for a Major Expense will be adjusted by five percent (5%) every fifth anniversary of the Effective Date of this Agreement. A Designated Expense shall ***not*** include:

6. any expenses related to materials or devices serving the Raue Center owned by utility companies or trade fixtures owned by Lessee or Lessee's concessionaires or similar service providers;

7. routine maintenance activities such as janitorial services, snow removal, replacement of consumable elements of the Raue Center (e.g., light bulbs);

8. minor repairs (i.e., an individual repair of the Raue Center that is not a Major Expense); and

9. costs, expenses, and other charges related to the provision of utility services (but not including a maintenance, repair, or replacement expense relating to a component of the Raue Center utilizing such utility services).

The Parties mutually understand that a particular project may involve multiple activities or elements (including without limitation mobilization, demolition, debris removal, and clean-up), which activities and elements may be combined to satisfy the threshold for a Major Expense as reasonably determined by the City.

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D. Unexpended Balances. The Upkeep Contribution moneys in the Upkeep Account will accumulate from year-to-year to the extent that such Upkeep Contributions are not used to reimburse RCFA for Designated Expenses. Upon the expiration of the Term of this Agreement, the moneys in the Upkeep Account shall revert to the City.

E. Advances of Upkeep Contribution. Upon written request from RCFA, the City may deposit into the Upkeep Account up to fifty percent (50%) of the Upkeep Contributions otherwise due for the next year before the date set forth in Section 2.A of this Agreement, provided that the City Council approves such advance by resolution.

F. Supplemental Nature. The Parties acknowledge and agree that (i) the City's Upkeep Contributions are intended to recognize RCFA's contribution to the economic vitality of downtown Crystal Lake through the maintenance of the Raue Center as an attractive venue by partially offsetting some of the costs of RCFA's Upkeep responsibilities under the RCFA Lease; and (ii) RCFA retains the primary financial responsibility and ultimate responsibility for undertaking and ensuring the satisfactory Upkeep of the Raue Center during the term of the RCFA Lease. Nothing in this Agreement limits RCFA from using the Upkeep Contributions with other funds available to RCFA, provided that the Upkeep Contributions are used only for Designated Expenses.

G. Pre-Existing Grant. Notwithstanding anything in Section 2.A to the contrary, The previously awarded Hotel/Motel Tax discretionary grant in the amount of $150,000.00 that the City awarded to RCFA (the "***2025/26 Grant***") will be available pursuant to its terms, subject to presentation of supporting receipts.

Section 3. City as Facilities Maintenance Manager.

A. In General. In order to supplement RCFA's expertise in satisfactorily performing Upkeep of the Raue Center, the City will provide to RCFA services as "***Facilities Maintenance Manager***" who will, *inter alia*:

i. Vet and identify qualified service providers for performing the Annual Maintenance Activity services specified in Exhibit C;

ii. Identify, vet, and present proposals to RCFA for Upkeep work as may be approved pursuant to Section 4 of this Agreement; and

iii. Participate in Upkeep Meetings in accordance with Section 4 of this Agreement.

The City Manager shall designate one or more persons to serve as Facilities Maintenance Manager, and the City's Facilities Maintenance Manager services will be provided at no cost to RCF; provided that the City may have persons other than those designated by the City Manager perform services of the Facilities Maintenance Manager. Notwithstanding the identification of service providers by the Facilities Maintenance Manager, it shall be the responsibility of RCFA to select and contract with service providers of its choice to perform any Upkeep of the Raue Center.

B. Access; Inspections. In furtherance of the responsibilities set forth in Section 3.A of this Agreement, upon not less than 24 hours prior notice to RCFA by the City, the Facilities Maintenance Manager shall have the right to reasonably access the Raue Center during regular business hours and at such other times necessary to perform the functions described in this

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Agreement; provided, however, that the Parties shall cooperate to ensure that the Facilities Maintenance Manager's activities do not interfere with RCFA's performances or events or preparations therefor. In addition, RCFA agrees that the City may, upon not less than 24 hours prior notice to RCFA by the City and during regular business hours, inspect the Raue Center to evaluate the effectiveness of RCFA's Upkeep and to ensure compliance of the Raue Center with the Requirements of Law; provided that such access shall not interfere with RCFA's performances or events or preparations therefor. Notwithstanding the preceding sentence, notice to the RCFA shall not be required in the event of a bona fide emergency. The Parties shall cooperate to the extent feasible in scheduling City inspections so as to minimize disruption of the RCFA's use and occupancy of the Raue Center.

Section 4. Authorization and Payment of Designated Expenses.

A. Annual Upkeep Plan. Representatives of the RCFA and the Facilities Maintenance Manager (and such other City representatives as may be designated by the City Manager) shall meet (an "***Upkeep Meeting***") at least once per calendar year to develop and/or revise an agreed upon building maintenance plan that identifies anticipated Upkeep activities (including Upkeep activities that qualify as Designated Expenses) for the next calendar year (the "***Annual Upkeep Plan***," which term includes amendments to such plan authorized pursuant to this Agreement). The Annual Upkeep Plan shall be developed with reference to the Annual Maintenance Activity services (see Exhibit C and any amendments thereto approved in writing by the Parties) and reports relating thereto.

B. Other Upkeep Meetings. The Parties shall also conduct quarterly Upkeep Meetings at mutually convenient times and may also conduct Upkeep Meetings at such other times as may be necessary or convenient, including for purposes of reviewing the status of the Annual Upkeep Plan implementation, amending the Annual Upkeep Plan, and determining whether any unplanned Upkeep activity that satisfies the Major Expense threshold qualifies as a Designated Expense (a "***Qualifying Upkeep Activity***").

C. Upkeep Proposals. Following approval of an Annual Upkeep Plan, the Facilities Maintenance Manager shall identify, vet, and present proposals to RCFA for implementation of the Annual Upkeep Plan. To the extent that RCFA accepts a proposal as presented by the Facilities Maintenance Manager for performing one or more items on the Annual Upkeep Plan, such proposal shall be deemed an "***Approved Proposal***." Nothing herein shall require RCFA to accept a proposal as presented by the Facilities Maintenance Manager, and RCFA may present alternative proposals for items on the Annual Upkeep Plan, and the Facilities Maintenance Manager may (but need not), in such Manager's reasonable discretion, approve such alternative proposal based on the necessity of the work, the scope of the proposal, and the qualifications of the service provider, in which case such alternative proposal shall also be deemed an Approved Proposal. Only Approved Proposals may qualify as Designated Expenses.

D. Unplanned Upkeep Proposals. To the extent that a Qualifying Upkeep Activity arises, RCFA shall promptly notify the Facilities Maintenance Manager, who shall promptly identify, vet, and present proposals to RCFA for such Qualifying Upkeep Activity. To the extent that RCFA accepts a proposal as presented by the Facilities Maintenance Manager for undertaking any Qualifying Upkeep Activity, such proposal shall be deemed an Approved Proposal, but nothing herein shall require RCFA to utilize a proposal as presented by the Facilities Maintenance Manager for addressing any Qualifying Upkeep Activity. RCFA may present alternative proposals for undertaking a Qualifying Upkeep Activity, and the Facilities Maintenance Manager may (but need not), in such Manager's reasonable discretion, approve

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such alternative proposal based on the necessity of the work, the scope of the proposal, and the qualifications of the service provider, in which case such alternative proposal shall also be deemed an Approved Proposal. Only Approved Proposals may qualify as Designated Expenses. Notwithstanding anything in this Section 4 to the contrary, for any emergency unplanned Upkeep Activity, RCFA shall make reasonable efforts to notify the Facilities Maintenance Manager of such emergency and proposed Upkeep Activity, and the Parties shall act reasonably and in good faith to address the emergency Upkeep Activity in a manner that will qualify the performance of the Upkeep Activity as an Approved Proposal; for purposes of this sentence, an "emergency" includes without limitation an event or condition that, if not immediately addressed, will (i) present a risk of serious injury or death to individuals, (ii) place the Raue Center or a material component thereof in substantial risk of damage, or (iii) cause an immediate and prolonged interruption of RCFA's operations.

E. Implementation of Annual Upkeep Plan. RCFA shall be required to complete (or cause the completion of) all items set forth in the Annual Upkeep Plan, unless the Facilities Maintenance Manager approves a further amendment to such Annual Upkeep Plan. Notwithstanding the foregoing, RCFA shall not be in breach of this Agreement for failing to complete all items set forth in the Annual Upkeep Plan if the City has failed to make all Upkeep Contributions that are due and owing.

F. Approval of Designated Expenses. RCFA may request the Facilities Maintenance Manager to approve as a Designated Expense: (i) any Approved Proposal for Upkeep work identified in the Annual Upkeep Plan that otherwise satisfies the requirements of a Designated Expense pursuant to Section 2.C of this Agreement; or (ii) any Approved Proposal for a Qualifying Upkeep Activity that otherwise satisfies the requirements of a Designated Expense pursuant to Section 2.C of this Agreement. The Facilities Maintenance Manager shall approve reimbursement of the costs of any Approved Proposal under this Section 4.F(i) or 4.F(ii) as a Designated Expense disbursable from the Upkeep Account at such time as there are funds available in the Upkeep Account.

G. Reimbursement of Designated Expenses. Subject to the availability of funds in the Upkeep Account, the City will disburse funds from the Upkeep Account to reimburse RCFA for any Designated Expense (or portion thereof) approved pursuant to Section 4.F of this Agreement within twenty-one (21) calendar days after RCFA delivers (i) copies of receipts, invoices, or other evidence of payment by RCFA for such Designated Expenses, and (ii) a signed written statement from an authorized agent of RCFA confirming that RCFA has paid such amounts (the "***Payment Documentation***"). The amount of the reimbursement shall be equivalent to amount reflected in the Payment Documentation; except that, if RCFA had, at the time of delivery of the Payment Documentation, failed to implement fully and satisfactorily the Annual Upkeep Plan from a prior calendar year, then the City shall reimburse RCFA for only fifty percent (50%) of the amount reflected in the Payment Documentation; provided, however, that the City Manager may approve an amount greater than 50% up to the full amount reflected in the Payment Documentation if the City Manager determines in the City Manager's reasonable judgment that such further payment will accelerate RCFA's full and satisfactory implementation of the Annual Upkeep Plan from the prior calendar year.

i. To the extent that Payment Documentation relates to Designated Expenses for an Approved Proposal that has not yet been fully and satisfactorily completed, the City shall withhold ten percent (10%) of the amount reflected in the Payment Documentation (the "***Retainage***"), which Retainage shall be paid to RCFA upon

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the full and satisfactory completion of the Approved Proposal to which such Retainage relates.

ii. To the extent that RCFA anticipates that any Approved Proposal under this Section 4.F(i) or 4.F(ii) will involve the incurring of Designated Expenses that will significantly deplete RCFA's funds-on-hand, RCFA may notify the City in advance of incurring such Designated Expenses, and the Parties will reasonably cooperate to reduce the time for reimbursing such Designated Expenses from amounts available in the Upkeep Account to the greatest extent feasible.

H. Financial Reporting. The RCFA shall submit to the City, on an annual basis, (i) an audited financial statement undertaken in accordance with generally accepted accounting principles of the RCFA's most recently completed fiscal year, (ii) a status report on fundraising receipts for the benefit of RCFA (which shall not disclose donors requesting to be anonymous), and (iii) a report or reports regarding the RCFA's Upkeep activities relating to the Raue Center (including the amounts expended on such activities and a reconciliation between expenditures and Annual Upkeep Plan activities). Failure of RCFA to comply with this Section 4.H shall be a basis for the City to defer making future Upkeep Contributions until compliance is achieved.

I. Adjustments in Procedures for Disbursement of Upkeep Contributions. The Parties shall confer from time-to-time to evaluate the procedures set forth in this Agreement for the processing of disbursement requests for Designated Expenses. Upon their mutual agreement, the Parties may enter into a written codicil to this Agreement to memorialize any changes in the processing of disbursement requests hereunder. The City Manager shall have the authority on behalf of the City to execute any such codicil, so long as the City Manager determines in his reasonable determination that such codicil satisfies the objectives of this Agreement.

Section 5. RCFA Governance; Board Composition. As a condition precedent to RCFA receiving any Upkeep Contributions, RCFA shall be required to amend its by-laws or other governing documents (the "***RCFA By-Laws***") so that:

a. The Mayor of the City shall appoint the greater of fifteen percent (15%) or four of the members of the RCFA Board of Directors (the "***RCFA Board Appointees***"). The RCFA Board Appointees shall have the same status (and shall be subject to the same rules, procedures, and requirements) as any other member of the RCFA Board, except as expressly provided in this Agreement. RCFA may modify the number of members on the RCFA Board to accommodate the terms of this Section 5.a. In the event of a vacancy among the RCFA Board Appointees, the Mayor shall appoint a replacement RCFA Board Appointee.

b. At least one RCFA Board Appointee shall serve on the RCFA Board's Executive Committee; any RCFA Board Appointees on such Executive Committee shall be selected in the manner provided in the RCFA By-Laws. RCFA shall have the right to expand the membership of its Executive Committee to accommodate the addition of an RCFA Board Appointee to the Executive Committee.

The RCFA shall submit the foregoing amendments of the RCFA By-Laws to the City for review and written approval, and, following such approval, the RCFA shall not further amend the RCFA By-Laws in any way that alters, directly or indirectly, the amendments set forth in this Section 5 without prior written authorization from the City Council. If at any time RCFA is not in

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compliance with this Section, during such period of noncompliance the City shall have no obligation to deposit any further Upkeep Contributions to the Upkeep Account, and RCFA shall have no right to receive any additional Upkeep Contribution from the Upkeep Account.

Section 6: RCFA Fundraising; Naming Rights. The Parties acknowledge and agree that part of the activities of the RCFA with respect to its use, operation, and Upkeep of the Raue Center will involve fundraising efforts through public and private donations, sponsorships, and other contributions and revenues. To this end, the Parties also acknowledge that offering the right to install or affix a person's or entity's name, logo, or other identifying feature on or in the Raue Center (or an element or feature thereof) for more than 30 consecutive days ("***Naming Rights***") is a potentially viable means to enhance such fundraising. The City agrees that the RCFA may enter into agreements or other arrangements with respect to potential donors, sponsors, or contributors to confer Naming Rights upon them, subject to the following terms and limitations:

a. The RCFA shall not agree to rename the Property or the Building from its current name of "Raue Center" without the approval of the City. In no case shall the name "Raue" not be prominently featured in the name of the Property or the Building.

b. Except as provided in this Section 6, the RCFA shall not confer Naming Rights for a period of time extending beyond the then-current term of the RCFA Lease without the approval of the CCA and the City.

c. Except as otherwise expressly provided in this Section 6, the RCFA shall not confer Naming Rights upon a corporate donor or honoree without the approval of the City Council, which approval shall not be unreasonably withheld or delayed.

In each instance where the City's approval of Naming Rights is required, the City's determinations with respect to Naming Rights shall be in its reasonable discretion based on the best interests of the City and its residents. As such Naming Rights include the selling of an interest in the Raue Center to which the City is hereby conveyed rights relating thereto, any deliberations by the City regarding Naming Rights under this Section 6 shall take place in executive session, to the extent permitted by law. Any City approval of Naming Rights as required in this Agreement shall be through the approval of an agreement between the RCFA and the City in substantially the form attached hereto as Exhibit D (a "***Naming Rights Agreement***"). In connection with any request for Naming Rights, the RCFA shall provide to the City such information regarding the Naming Rights and donation as the City may reasonably request; provided that, for any request for approval of Naming Rights involving a donation in excess of $1,000,000.00 (which amount shall be adjusted every ten years to reflect changes in the CPI)(the "***Naming Rights Threshold Amount***"), the RCFA shall certify to the City that the donation exceeds the Naming Rights Threshold Amount, but RCFA shall not be required to disclose the specific amount of the donation. Nothing shall prevent the RCFA from granting Naming Rights for any interior portion of the Raue Center without City approval so long as such grant is not inconsistent with the terms of this Section 6 and Exhibit D, and provided that such grant of Naming Rights is subject to terms allowing termination resulting from illegal or immoral acts of the grantee that could reasonably be deemed to reflect negatively on the City, RCFA, the CCA, or the Raue Center. The City waives all rights to any donations, sponsorships, revenues, or contributions made in connection with the granting of any Naming Rights that comport with the terms of this Section 6. Any Naming Rights Agreement between the City and the RCFA

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entered pursuant to this Section 6 shall be independent of this Agreement, notwithstanding termination of this Agreement.

Section 7: Indemnification and Release of Claims. RCFA, on behalf of itself and its officers, officials, employees, attorneys, agents, and representatives (the "***RCFA Representatives***"), does and shall release, waive, indemnify, defend, and hold harmless the City and its City Council, officers, officials, attorneys, agents, and representatives (the "***City Representatives***") from and against any suits, actions, lawsuits, injuries, damages, losses, liens, costs, expenses (including any attorneys' fees), judgments, or other claims of any sort of nature (the "***Claims***") relating to or arising from RCFA's use or occupancy of the Raue Center or this Agreement (including specifically Claims relating to Environmental Compliance as set forth in Section 8 of this Agreement). RCFA shall procure and maintain reasonable insurance against possible Claims, and such insurance policies should identify the City (including the City Representatives) as additional insureds under such policies.

Section 8. Environmental Compliance.

A. The RCFA shall, at the RCFA's sole cost and expense, comply with all environmental laws pertaining to the RCFA's use, operation, and Upkeep of the Raue Center, including the following (collectively referred to as the "***Environmental Laws***"):

1. Any applicable federal, state, or local statute, law, ordinance, rule, regulation, code, license, permit, authorization, approval, consent, order, judgment, decree, injunction, directive, requirement by, of, or agreement with any governmental agency, existing as of this Agreement's execution date and as enacted or amended thereafter, relating to:

    a. the protection, preservation, or restoration of the environment (including, without limitation, air, water, vapor, surface water, ground water, drinking water supply, surface land, subsurface land, plant and animal life, or any other natural resource), or to human health and safety; or

    b. the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, release, or disposal of, "Hazardous Substances" (as hereinafter defined).

2. The Environmental Laws also includes, without limitation, any common law or equitable doctrine (including, without limitation, injunctive relief and tort doctrines such as negligence, nuisance, trespass, and strict liability) that may impose liability or obligations for injuries or damages related or incidental to, or threatened as a result of, the presence of or exposure to any Hazardous Substance and the following statutes and implementing regulations:

    a. the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.);

    b. the Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.);

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c. the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.);

d. the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. § 9601 et seq.);

e. the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 et seq.); and

f. the Occupational Safety and Health Act, as amended (29 U.S.C. § 651 et seq.).

B. Except as is customary for ordinary cleaning and maintenance, the RCFA shall not cause or permit any Hazardous Substance to be brought, kept, stored, or used in or about the Raue Center in violation of any of the Environmental Laws. "***Hazardous Substance***" includes, without limitation, any explosive or radioactive material, asbestos, asbestos containing material, urea formaldehyde foam insulation, polychlorinated biphenyls, special waste, or petroleum products or any derivative or by-product thereof, methane, toxic waste, pollutant, contaminant, hazardous waste, toxic substance, or hazardous substance, or related materials, as defined in the Environmental Laws.

C. The RCFA represents, covenants, and warrants that the RCFA's use, operations, and Upkeep of the Raue Center shall be in compliance with all applicable Environmental Laws.

Section 9. Assignment; Sublease. The RCFA may not assign or otherwise transfer all or any part of its interest in this Agreement or in the Raue Center, whether voluntarily or by operation of law, without the prior written consent of the City, which consent can be withheld at the City's sole discretion. Any assignment or transfer without such written consent shall, at the City's option, be deemed to be void and of no force or effect. Notwithstanding any assignment or transfer, the RCFA shall remain fully liable under this Agreement and shall not be released from performing any of the terms, covenants, or conditions of this Agreement.

Section 10. Remedies. In the event that the City determines that the RCFA has failed to satisfactorily perform its obligations as required under this Agreement, the City shall have the right, but not the obligation, (a) to perform any necessary Upkeep itself and to be reimbursed for such Upkeep by the RCFA upon invoice therefor, which reimbursement amount (plus the full amount of any expenses, including attorneys' fees, incurred by the City in recovering such reimbursement amount from the RCFA) shall be deemed another charge under this Agreement or (b) to terminate this Agreement, subject to the cure provisions contained in Section 11 of this Agreement. Among the remedies available to the City in enforcing this Agreement is the release of moneys in the Upkeep Account to the City to pay for reimbursement amounts under this Section.

Section 11. Default and Other Disputes; Enforcement.

A. RCFA Default: The RCFA shall be in default of this Agreement if the RCFA (i) breaches any covenant or condition of this Agreement and fails to cure such default within 30 days after notice from the City specifying the default complained of (provided that if such default is not reasonably susceptible of cure within said 30 day period and if the RCFA is diligently and continuously pursuing such cure to completion, then such cure period shall be extended for such period of time as is reasonably necessary to complete the curative activities), or (ii)

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abandons the Raue Center. The Parties agree that RCFA shall not be in default of this Agreement for any failure to perform Upkeep at a time that RCFA has complied with this Agreement, but the City has failed to deposit any Upkeep Contribution in accordance with this Agreement.

B. City Default. The City shall be in default of this Agreement if the City shall breach any of its covenants contained in this Agreement and does not cure such other default within 30 days after notice from the RCFA specifying the default complained of (provided that if such default is not reasonably susceptible of cure within said 30 day period and if the City is diligently and continuously pursuing such cure to completion then such cure period shall be extended for such period of time as is reasonably necessary to complete the curative activities). The Parties agree that the City shall not be in default for any failure to make any Upkeep Contribution at a time that RCFA is in default or has not otherwise satisfied conditions precedent to the delivery of any Upkeep Contribution.

C. Other Disputes. Including and in addition to matters that may constitute a breach or default under this Agreement, the Parties shall attempt to resolve all other disputes arising under this Agreement amicably between themselves (which may include using mediation or other forms of alternative dispute resolution). In the event that an amicable resolution cannot be attained, either Party may seek to enforce this Agreement in an action filed in the Circuit Court of the 22nd District of the State of Illinois (McHenry County).

Section 12. Term. This Agreement shall be for a Term of 25 years from and after the Effective Date. Between 12 and 24 months before the expiration of this Agreement, the Parties agree to meet and negotiate in good faith regarding the possible renewal or extension of this Agreement; provided, however, that the Parties will have discretion regarding whether and under what terms any renewal or extension shall occur. To the extent that the Parties agree to a renewal or extension of this Agreement, references to "Term" in this Agreement shall include any such renewal or extension.

Section 13. General.

A. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be (a) personally delivered, (b) delivered by a reputable overnight courier, or (c) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. E-mail notices shall be deemed valid only to the extent they are (i) actually received by the individual to whom addressed and (ii) followed by delivery in the manner described in either (a), (b), or (c) above within three business days thereafter. Unless otherwise expressly provided in this Agreement, notices shall be deemed received at the earlier (x) of actual receipt, or (y) one business day after deposit with an overnight courier as evidenced by a receipt of deposit or (z) three business days following deposit in the U.S. mail, as evidenced by a return receipt. Notices shall be directed to the Parties at their respective addresses set forth below or at such other address(es) as either Party may, from time-to-time, specify by written notice to the other in the manner described above:

City:

City of Crystal Lake
Attn: City Manager
100 W. Woodstock Street
Crystal Lake IL 60014

RCFA:

Raue Center for the Arts, Inc.
104 Minnie Street
Crystal Lake IL 60014
(Attn: Executive Director)

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E-mail: ehelm@crystallake.org E-mail: rkuranda@rauecenter.org

B. Binding Effect. The benefits of this Agreement shall inure to, and the obligations hereof shall be binding upon the Parties and their respective successor governing bodies, heirs, personal representatives, successors, and assigns.

C. Time of the Essence. Time is of the essence in the performance of all terms, covenants, and conditions of this Agreement.

D. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

E. Non-Waiver. The failure of the City or the RCFA to enforce against the other any term, covenant, or condition of this Agreement shall not be deemed a waiver thereof, nor void or affect the right of the aggrieved Party to enforce the same term, covenant, or condition on the occasion of any subsequent breach or default; nor shall the failure of either Party to exercise any option in this Agreement upon any occasion arising therefor be deemed or construed to be a waiver of the right to exercise that same kind of option upon any subsequent occasion.

F. No Joint Venture. The Parties mutually acknowledge and agree that, although, the City and the RCFA are separate and independent legal entities, each responsible for their own affairs and obligations (including without limitation all matters of contract, finance, employment, and governance), they are pursuant to this Agreement engaged in a common endeavor relating to public business concerning the operation of a community center on public property for public benefit and that their activities and responsibilities in this regard are intended to be closely enmeshed and coordinated through the terms of this Agreement. It is hereby further understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture between the Parties hereto, it being agreed that no provision herein contained nor any acts of the Parties herein shall be deemed to create any relationship between the Parties hereto other than the relationship of contracting parties as herein set forth.

G. Consents; Actions; Timeliness. Whenever the consent or approval of either Party is required herein, such consent or approval shall be in writing and (unless otherwise provided) shall not be unreasonably withheld or delayed; in all matters contained herein (including actions undertaken by a Party pursuant to this Agreement), both Parties shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise. When actions of a Party are to be undertaken pursuant to this Agreement, such actions shall be pursued diligently and without undue delay (unless otherwise affected by *force majeure* events).

H. Warranties Regarding Execution.

1. In order to induce the RCFA to enter into this Agreement, the City hereby warrants and represents to the RCFA as follows:

    a. The City has the authority and legal right to make, deliver, and perform this Agreement and has taken all necessary actions to authorize the execution, delivery, and performance of this Agreement; and

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b. The execution, delivery, and performance of this Agreement (i) is not prohibited by any Requirements of Law or under any contractual obligation of the City; (ii) will not result in a breach or default under any agreement to which the City is a party or to which the City is bound; and (iii) will not violate any restrictions, court order, or agreement to which the City is subject;

c. This Agreement is and shall be binding on the City (including successor City Councils) during the Term of this Agreement and any extensions thereof; and

d. The person(s) executing this Agreement on behalf of the City has full authority to bind the City to the obligations set forth herein.

2. In order to induce the City to enter into this Agreement, the RCFA hereby warrants and represents to the City as follows:

a. The RCFA has the authority and legal right to make, deliver, and perform this Agreement and has taken all necessary actions to authorize the execution, delivery, and performance of this Agreement; and

b. The execution, delivery, and performance of this Agreement (i) is not prohibited by any Requirements of Law or under any contractual obligation of the RCFA; (ii) will not result in a breach or default under any agreement to which the RCFA is a party or to which the RCFA is bound; and (iii) will not violate any restrictions, court order, or agreement to which the RCFA is subject;

c. This Agreement is and shall be binding on the RCFA (including successor RCFA Boards of Directors) during the Term of this Agreement and any extensions thereof; and

d. The person(s) executing this Agreement on behalf of the RCFA has full authority to bind the RCFA to the obligations set forth herein.

I. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws, but not the conflict of laws rules, of the State of Illinois.

J. Severability. If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. In addition, to the extent any invalidity is the result of a procedural deficiency that can be readily cured, the Parties agree to take such curative actions as may be necessary or appropriate.

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K. Grammatical Usage and Construction. In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

L. Interpretation. This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions hereof. Moreover, each and every provision of this Agreement shall be construed as though all Parties hereto participated equally in the drafting and approval thereof. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable hereto. Additionally, all words shall be interpreted in a manner consistent with the context in which they are used.

M. Headings. The table of contents, heading, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

N. Exhibits. Exhibits A through D attached hereto are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

O. Amendments and Modifications. This Agreement may not be modified or amended except by written instrument specifically identifying it as an amendment hereto and executed by each of the Parties hereto.

P. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument; such counterparts may be in any form, and signature may be original or electronic.

Q. Effective Date. This Agreement shall not be effective until the "Effective Date" of the RCFA Lease, which date shall herein be referred to as the "***Effective Date***."

R. No Merger with RCFA Lease. The Parties acknowledge that, pursuant to 70 ILCS 200/2-165, there is a possibility that the authority and responsibility of the CCA may be subsumed into the City (a "***CCA Cessation***"). In the event of and notwithstanding a CCA Cessation involving the City, this Agreement shall remain separate and independent of any agreement that RCFA may have, now or in the future, with the CCA, and this Agreement shall not merge into any other agreement.

S. *Force Majeure*. For purposes of this Agreement, a "***force majeure***" event shall mean circumstances that prevent timely and complete performance without the fault of a Party due in whole or in material part to strike, lockout, boycott, picket, civil disorder, failure of power or other utility or communication service, interruption of vehicular access, riot, insurrection, war, act of terrorism, fuel shortage, pandemic, national emergency, changes in Requirements of Law, or act of God. In the event of a *force majeure* event, a Party shall be granted an extension of its time to perform equivalent to the period of delay resulting from such *force majeure* event.

[END OF TEXT; SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

RAUE CENTER FOR THE ARTS, an Illinois not-for-profit corporation

ATTEST: By _____

_____ Its _____

Dated:_____

CITY OF CRYSTAL LAKE

ATTEST: By _____

_____ Its _____

Dated:_____

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EXHIBIT A

Legal Description of the Property

PARCEL 1:

LOT 1 IN THE CRYSTAL LAKE CIVIC CENTER RESUBDIVISION, BEING A SUBDIVISION OF LOT 8 AND PART OF LOT 9 IN BLOCK 15 OF THE ORIGINAL PLAT OF NUNDA, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 44 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 12, 2000 AS DOCUMENT NUMBER 2000R0024406 AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED AUGUST 3, 2000 AS DOCUMENT NUMBER 2000R0042129, IN MCHENRY COUNTY, ILLINOIS.

P.I.N.s: 14-32-482-028
14-32-482-029

PARCEL 2:

LOT 10 IN BLOCK 15 IN THE ORIGINAL PLAT OF NUNDA, BEING A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 44 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 13, 1868 IN BOOK 43 OF DEEDS, PAGE 296, IN MCHENRY COUNTY, ILLINOIS.

P.I.N.: 14-32-482-002

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EXHIBIT B

Schedule of Upkeep Contributions

Year(s) of Upkeep Contribution	Amount of Annual Upkeep Contribution for Each Year in the Periods Specified
2025*	$50,000.00
2026-2030	175,000.00
2031-2035	190,000.00
2036-2040	205,000.00
2041-2045	220,000.00
2046-2050	235,000.00

*Notwithstanding the timing for making Upkeep Contributions set forth in Section 2.A of this Agreement, the City's delivery of the 2025 Upkeep Contribution shall be made within 35 days after the Effective Date of this Agreement.

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EXHIBIT C

Designated Expenses

Description of Annual Maintenance Activities that are "Designated Expenses" and Reimbursable from Upkeep Contributions
Fire Alarm, Sprinkler, Fire Extinguisher Maintenance
Annual Elevator Inspection, Maintenance Service
HVAC Preventative Maintenance (no repairs)
Annual Roof Inspection
Backflow inspection/repairs

	Identification of "Designated Expenses" for Capital Improvements and Reimbursable from Upkeep Contributions When $5,000 or more (subject to CPI increase in 2030, 2035, 2040, 2045, 2050)
Category	**Issue**
Electrical	E02 Replace exit signs
Mechanical	M05 Repair storm drain pipe leak in water heater room
Structural	S02 Reinforce Follow Spot Floor
Exterior	X05 Replace second level lounge windows MP 203
Exterior	X08 Sealant at windows and control joints
Exterior	X09 Door paint allowance
Exterior	X10 Add three roof access safety rails
Mechanical	M01 Replace corroded fire pump and associated piping
Mechanical	M06 Replace RTU-1 and paint structural supports
Mechanical	M07 Replace RTU-2, RTU-3, RTU-4, M11 and paint structural supports
Mechanical	M02 Replace 2015 water heater in basement
Structural	S04 Replace guard rail
Mechanical	Second ReplacementM02 Replace 2015 water heater in basement
Exterior	Door and window Replacement
Electrical	Lighting and control replacement
Mechanical	M10 Replace all exterior duct insulation
Exterior	X06 Tuckpointing and brick cleaning
Structural	S01 Replace Metal Roof Deck
Structural	S06 Replace 3 steel lintels
Exterior	X01 Replace Stage Fly Roof (high roof)

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Exterior	X02 Chimney Cricket Rebuild
Exterior	X03 Replace back of house roof
Exterior	X04 Replace lobby area roof
Exterior	X07 Paint steel lintels

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EXHIBIT D

Naming Rights Agreement

THIS NAMING RIGHTS AGREEMENT is made as of the _____ day of _____, 2___, by and between, and among the **CITY OF CRYSTAL LAKE**, an Illinois home-rule municipality (the "***City***"), and the **RAUE CENTER FOR THE ARTS**, an Illinois not-for-profit corporation (the "***RCFA***")(individually a "***Party***" and together the "***Parties***");

1. RECITALS.

A. The CITY and the RCFA have previously entered into that certain "Agreement Relating to Financing the Upkeep of the Raue Center," dated _____, 202__ (the "***Raue Agreement***"), which relates to the "Property" and "Building" as defined in the Raue Agreement.

B. Pursuant to Section 6 of the Raue Agreement, the RCFA has the authority to confer "Naming Rights" (as therein defined) for specified periods of time relating to the Property and Building (or portions thereof) that are the subject of the Raue Agreement, or otherwise to confer Naming Rights only upon approval of the City.

C. The RCFA has made a request to the City for authority to confer Naming Rights to the portion of the Property or Buildings as more particularly described in Exhibit 1 to this Agreement (the "***Naming Rights Request***").

D. The City and the RCFA have both determined that granting the Naming Rights Request will benefit the Crystal Lake community through the continuation or enhancement of the facilities on, and/opportunities made available at, the Property.

2. GRANT OF NAMING RIGHTS AUTHORITY. The City hereby grants to RCFA the authority to confer Naming Rights with respect to the Naming Rights Request, subject to the following terms:

A. The authority relating to the Naming Rights Request shall continue until _____ (the "***Termination Date***").

B. The RCFA shall ensure that any physical alteration to the Property or the Building in connection with the Naming Rights Request shall be done in a workmanlike manner and shall cause no structural or other material or irreversible damage to the Property or the Building and shall create no hazardous conditions.

C. Prior to any installation with respect to the Naming Rights Request, the RCFA shall deliver to the City photographic or other documentation reasonably requested by the City to establish the conditions of the area of the Property or Building affected by the Naming Rights Request (the "***Pre-Existing Condition***"). The RCFA shall cause the Property and Building to be restored to the Pre-

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Existing Condition following the Termination Date. In addition, the RCFA shall provide the City with such security as may be set forth in Exhibit 2 to this Agreement to ensure the successful restoration of the Property and Building to the Pre-Existing Condition.

D. The Naming Rights Request shall be subject to such additional conditions as are set forth in Exhibit 2 to this Agreement.

3. Breach; Enforcement; Remedies.

A. Breach of Conditions by the RCFA. In the event that the RCFA breaches any condition of this Agreement, the RCFA shall have 30 days to cure such breach after notice from the City specifying the default complained of (provided that if such default is not reasonably susceptible of cure within said 30-day period and if the RCFA is diligently and continuously pursuing such cure to completion, then such cure period shall be extended for such period of time as is reasonably necessary to complete the curative activities). In the event that the RCFA shall fail to cure such breach, the City may in its sole discretion either:

1. Enter upon the Property or into the Building to undertake curative measures, after which the RCFA shall reimburse the City for such costs of cure within 30 days after receipt of invoice therefor. In the event that such reimbursement payment is not timely made, the RCFA shall pay the City interest on such amount at a rate of 1% per month, and the City may pursue any actions for collection of the reimbursement amount, any interest due, plus all costs of collection relating thereto (including reasonable attorneys fees).

2. Terminate this Agreement and remove all vestiges of the Naming Rights Request and otherwise restore the Property and Building to the Pre-Existing Condition. In so restoring the Pre-Existing Condition, the City shall recover any costs incurred by applying any security it has received from or on behalf of the RCFA. To the extent that such security is insufficient to reimburse the City for such costs, the City may pursue any remedy available at law or in equity to collect any outstanding amount of the restoration costs, plus all costs of collection relating thereto (including reasonable attorneys fees).

B. Breach by the City. In the event that the City breaches any condition of this Agreement, the City shall have 30 days to cure such breach after notice from the RCFA specifying the default complained of (provided that if such default is not reasonably susceptible of cure within said 30-day period and if the City is diligently and continuously pursuing such cure to completion, then such cure period shall be extended for such period of time as is reasonably necessary to complete the curative activities). If the City does not cure such breach in a timely manner, the RCFA shall may pursue any remedy available at law or in equity to effect such cure, including an action for specific performance; provided that in no case shall the RCFA be entitled to monetary damages against the City or any of its elected or appointed officials, officers, employess, agents, attorneys, or representatives.

4. General. The relevant provisions of the Raue Agreement are hereby incorporated into and made a part of this Agreement.

[END OF TEXT; SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

RAUE CENTER FOR THE ARTS, an Illinois not-for-profit corporation

ATTEST: By _____

_____ Its _____

CITY OF CRYSTAL LAKE, an Illinois home-rule municipality

ATTEST: By _____

_____ Its _____

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EXHIBIT 1

Naming Rights Request

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EXHIBIT 2

Conditions

[Morals Clause providing for termination resulting from illegal or immoral acts of the grantee of the Naming Rights]

4858-5408-0466, v. 11

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Agenda Item No: 19

City Council
Agenda Supplement

Meeting Date: October 21, 2025

Item: Hotel Tax Funding Guidelines

Staff Recommendation: Motion to adopt the proposed amended Hotel/Motel Tax Funding Guidelines

Staff Contact: Jodie Hartman, Director of Finance
Adam Orton, Assistant Finance Director

Background

In 2004, the City of Crystal Lake enacted a program to distribute Hotel/Motel (Hotel) Tax receipts to various community based, not-for-profit organizations. Program guidelines outline the eligibility of organizations and the allowed use of the funds. The City Council reviews applications every two years, awarding allocations on a reimbursement basis to qualified applicants. At the request of the City Council, staff has explored options for modifying the Hotel Tax Funding Program. Staff has prepared suggested revisions for City Council to consider regarding various program criteria.

Home Rule municipalities, such as Crystal Lake, are not restricted statutorily on the use of Hotel Tax receipts. This gives the City the freedom and flexibility to use the Hotel Tax proceeds as the City believes is best for the community.

Recommended Changes

Staff has prepared revisions to the program guidelines based on feedback from the recent Council discussion. Highlights of the key revisions include:

1. Hotel Tax Funding program cycle would be changed to a calendar year instead of continuing the May to April timeframe. This would align with the City's fiscal year. To accomplish this transition, the next application cycle would include two funding periods: an 8-month period from May 2026 to December 2026 and a 12-month period from January 2027 to December 2027.
2. The priorities section of the guidelines would be amended to include projects or events that "demonstrate collaboration, support, and cooperation among local organizations." The application will be updated to request additional information on collaborative efforts surrounding the proposed event.

3. The amount available for the competitive funding program will be $245,000 per cycle. The first cycle will run May to December 2026; the second cycle will run from January to December 2027. This recommendation takes into a separate allocation of $20,000 for Naturally McHenry County and $175,000 for the Raue Building Upkeep Fund out of the total anticipated annual Hotel Tax receipts of $440,000.

   The City has wide discretion over the usage of the Hotel Tax receipts. The following language will remain in the program guidelines:

   > "The City reserves the right to allocate some or all of the Hotel/Motel Tax to other uses. This may include grants for agencies promoting tourism within Crystal Lake, public art installations or other items as deemed appropriate by the City Council and/or City Manager."

   This wording allows the City Council to allocate an additional portion of these funds for uses outside of the competitive program. The City Council can choose the allocation amount for "other uses" following the review of application submittals.

Closing Remarks

Typically, the program guidelines and applications are released in November of each year. With anticipated changes, Staff will revise the application and corresponding forms for the request of funds for disbursements prior to the upcoming program application cycle.

The City is fortunate to have choices for how to reinvest Hotel/Motel Tax dollars back into the community. The proposed changes are recommendations and are open for discussion or alteration from the Council.

Votes Required to Pass:

Simple majority vote of the City Council

City of Crystal Lake

Hotel/Motel Tax Funding Guidelines

Annual Awards for
May 2026 through December 2026 &
January 2027 through December 2027

Hotel Tax Funding Guidelines

The City of Crystal Lake Hotel Tax was established to improve the quality of life for its residents, corporate citizens and visitors. These funds are invested back into the community through designated events and activities that will enhance visitor appeal and encourage overnight stays.

Eligible Organizations
The City welcomes funding requests from eligible organizations. Both federally recognized, tax-exempt, not-for-profit organizations and for profit organizations may apply. For profit organizations will be subject to additional restrictions, as outlined below.

Not every worthwhile project may be funded. Resources are directed to those areas where public support will have the greatest impact. In general, the following are not considered for funding:

- Individuals
- Organizations that support political candidates or political philosophies
- Organizations whose primary purpose is to influence, promote or attempt to initiate legislation
- Organizations in need of funding for travel outside of Crystal Lake
- Organizations with budget deficits incurred prior to application
- Endowments

Priorities
The City is interested in funding organizations that demonstrate they have planned their projects with respect to the community's overall needs. When requesting funds, keep in mind priority is given to projects that:

- Generate overnight stays in Crystal Lake hotels/motels
- Encourage support of Crystal Lake businesses, restaurants and attractions
- Attract positive coverage in local, regional and national media
- Reach a broad section of the community
- Seek multiple sources of support rather than relying solely on the City of Crystal Lake
- Yield benefits to the community for the resources invested
- Promote cooperation among event organizers to reduce costs
- Enhance or improve the community
- Originate from Crystal Lake based organizations
- Demonstrate collaboration, support, and cooperation among local organizations

Eligible Expenses for Reimbursement
All expenses submitted for reimbursement must be to support a specific event(s) or activities occurring within Crystal Lake. Examples of expenses include marketing and promotion, contracted entertainers, or event supplies. Documentation will be required to prove eligibility based on staff review.

Expenses that will NOT be eligible for funding reimbursement include:

- Organization operational expenses not specifically related to the event(s) or activities held in Crystal Lake
- Travel expenses outside of Crystal Lake
- Salary/benefit expenses of personnel
- Purchase of permanent equipment

In addition to these requirements, all for-profit organizations must prove the generation of overnight stays within Crystal Lake hotels related to their event or activity. A certified report from a Crystal Lake hotel or motel referencing the number of stays, the room rate(s) and the name of the event will be required. A Crystal Lake for-profit organization may want to consider an arrangement with a local hotel for an event/activity code that attendees can provide with their reservation. For-profit organizations will be limited to reimbursement up to the amount of hotel tax generated within the program time period.

Funds must be used by the applicant, and for the purposes approved. The City reserves the right to request additional documentation to substantiate compliance with the program guidelines. Applicant may not provide funding received to a secondary organization. The City also reserves the right to withhold Hotel/Motel Tax Funding disbursement to any organization with amounts due the City in arrears until the organization is current on all outstanding amounts.

Application Process:
Submit one electronic copy of the application to swrolson@crystallake.org, along with supplemental materials. Not-for-profit organizations will need to include a copy of the Treasury letter certifying tax-exempt status as an organization that is not a private foundation and a copy of the organization's most recent Form 990- Income Tax Return of Organization Exempt for Income Tax. Letters of support, articles or data relating to the project may be included. Requests for funding must be typed and all questions contained within the application must be answered in a complete and thorough manner.

Applications and all supplemental materials must be submitted electronically by **5:00 p.m. on Tuesday, December 23, 2025**. An email confirming successful submission will be sent in reply. Applications and all supplemental materials received after that date will not be considered.

Review and Award:
All applications will be reviewed by City Staff and presented to the City Council for review and consideration of award. At City Council discretion, a workshop may be held regarding the discussion of potential awards, which would be open to the public for attendance and comment. Applicants may be asked for supplemental materials to present to City Council, highlighting the purpose of the requested funds. Staff anticipates the City Council to approve the final award in early 2026.

Request of Funds:
All organizations will need to submit a request for reimbursement. The City will provide a request form that must be completed in its entirety and submitted with any required documentation.

Requests will be reviewed by staff for compliance. All funding requests will be provided to City Council for approval of release at a regular, semi-monthly City Council meeting via the Account Payables agenda item. Funds will not be released prior to City Council approval.

Availability of Funds:
Funding for this program is made available exclusively from receipts of the Hotel/Motel Tax. Awards will be announced based on the funding available from receipts of the previous period, but may be amended by the City at any time. The City may reduce annual awards if sufficient funding is not expected to be available. In the event the event(s)/activity described in the application does not take place in any given year, awarded funds will not be disbursed.

The City of Crystal Lake chooses to reinvest the Hotel/Motel Tax funds into the community, particularly for events or activities that encourage overnight hotel stays and tourism. The City reserves the right to allocate some or all of the Hotel/Motel Tax to other uses. This may include grants for agencies promoting tourism within Crystal Lake, public art installations or other items as deemed appropriate by the City Council and/or City Manager.

Contact:
If you should you have any questions or need additional information, please feel free to contact Jodie Hartman at jhartman@crystallake.org or by phone at 815-459-2020 ext. 3652.