Agenda Item No: 9a

City Council
Agenda Supplement

Meeting Date: January 6, 2015

Item: Temporary Liquor License – Knights of Columbus Council #3880

Staff Recommendation: Motion to approve issuance of two Class 16 Temporary Liquor Licenses to the Knights of Columbus Council #3880

Staff Contact: Eric Helm, Deputy City Manager

Background:

The City has received a request from the Knights of Columbus Council #3880 for the issuance of Class "16" Temporary Liquor Licenses in order to sell beer and wine at a Parish Polish Dinner on Saturday, January 10, 2015 from 5:30 p.m. to 10:00 p.m. and at a Parish St. Patrick's Dinner on Saturday, March 14, 2015 from 6:00 p.m. to 9:00 p.m. at the St. Elizabeth Ann Seton Church Community Center, 1023 McHenry Avenue.

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

Attached for City Council review is a copy of all support documentation regarding this request.

Votes Required to Pass:
Simple majority

Agenda Item No: 9b

City Council
Agenda Supplement

Meeting Date: January 6, 2015

Item: Temporary Liquor License – McHenry County Adult Program (McCAP)

Staff Recommendation: Motion to approve issuance of a Class 19 Temporary Liquor License to the McHenry County Adult Program (McCAP)

Staff Contact: Eric Helm, Deputy City Manager

Background:
The City has received a request from the McHenry County Adult Program (McCAP), for the issuance of a Class 19 Temporary Liquor License in order to serve alcoholic beverages at their 7th annual fundraising event, being held at St. Elizabeth Ann Seton Church, 1023 McHenry Avenue, on February 28, 2015 from 6:00 p.m. to 11:00 p.m. McCAP offers day care services for families with adult children with disabilities.

Section 329-5-S of the City Code permits the issuance of a Class 19 Temporary Liquor License for the retail sale of beer, wine and alcoholic liquor drinks for consumption upon the premises specified in the license where sold. The license shall be issued to not-for-profit corporations qualified to do business in the State of Illinois. The license shall be for a period not to exceed three (3) days, and shall be issued only for special events sponsored by the not-for-profit corporation requesting the license.

Attached for City Council review is a copy of all support documentation regarding this request.

Votes Required to Pass:
Simple majority

Agenda Item No: 10

City Council
Agenda Supplement

Meeting Date: January 6, 2015

Item: REPORT OF THE PLANNING & ZONING COMMISSION

#2012-77 W. Smith Cartage, 7013 Sands Road

ANNEXATION PUBLIC HEARING

Requests:
1) Rezoning upon annexation to M-Manufacturing Planned Unit Development
2) Special Use Permit for outdoor storage
3) Zoning Variation from Article 4-200 C, the requirement of off-street parking surfacing, to allow the existing gravel parking lot to remain.
4) Zoning Variation from Article 4-700 B(3) to allow the existing 7-foot barbed wire crowned fencing and gate in the front yard.

Petitioner: Joe Gottemoller on behalf of Charles Smith, W. Smith Cartage

Recommendation: Motion to:
1) Adopt ordinances authorizing execution of the annexation agreement and annexation of the property;
2) Approve the Planning and Zoning Commission recommendations and adopt an ordinance for rezoning upon annexation to the M- Manufacturing district with a Planned Unit Development, a special use permit and zoning variations;

Staff Contact: James Richter II, Planning and Economic Development Manager

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Background:
Existing Use: The property is currently improved with W. Smith Cartage Company, Inc. and its associated outdoor storage, parking areas and some ancillary uses. W. Smith Cartage is a petroleum and freight transportation company. The facility is 12,470 square feet in area on approximately 4.92 acres.

History: This property is a county island, meaning it is generally surrounded by the City limits. City staff contacted the property owner and encouraged annexation.

Key Factors:

- To zone the property M-Manufacturing PUD upon annexation and allow the existing uses and improvements to remain via the annexation agreement. In addition, a Special Use Permit for the existing outdoor storage is requested; the storage area is screened with a 7-foot chain linked fence and landscaping. Zoning variations are requested to accommodate the existing 7-foot barb wire crowned fence in the front yard and the gravel parking lot that are located on the property.

PZC Highlights:

- The PZC was concerned with Fire Rescue access, the petitioner stated that they have access to the site after hours and that the tankers are not stored full overnight.
- The PZC stated that they will let the City Council decide if there should be a limitation put on the gravel parking lot.
- The PZC indicated that it made sense to annex this property to the City.

The Planning and Zoning Commission recommended **approval (6-0)** of the petitioner's request.

The draft annexation agreement is attached. This document has been reviewed by an attorney and staff and is an acceptable format. The petitioner requests the annexation agreement to be a 20 year agreement and there to be no limitations on the gravel parking lot.

Votes Required to Pass: A super majority vote (5 votes) is required to approve the annexation agreement.

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ORDINANCE NO. _____
FILE NO. _____

AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE CITY OF CRYSTAL LAKE, McHENRY COUNTY, ILLINOIS

WHEREAS, a written Petition, signed by all of the legal owners and all of the electors of record of all land within the territory hereinafter described, has been filed with the City Clerk of the City of Crystal Lake, McHenry County, Illinois, requesting that said territory be annexed to the City of Crystal Lake; and

WHEREAS, the said territory is not within the corporate limits of any municipality but is contiguous to the City of Crystal Lake; and

WHEREAS, said territory is not part of any public library district; and

WHEREAS, legal notices regarding the intention of the City to annex said territory have been sent to all public bodies required to receive such notice by State statute; and

WHEREAS, ALGONQUIN STATE BANK as Trustee under Trust Agreement known as Trust Number 1086, has entered into a valid and binding Annexation Agreement relating to said territory; and

WHEREAS, all Petitions, documents and other necessary legal requirements are in full compliance with the requirements of said Annexation Agreement and with the Statutes of the State of Illinois, specifically 65 ILCS 5/7-1-8; and

WHEREAS, it is in the best interests of the City of Crystal Lake that said territory be annexed thereto.

DRAFT

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 following described territory:

That part of the South half of the Southeast Quarter of Section 3, Township 43 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at a point on the Northerly right of way line of the Chicago and Northwestern Railroad Company, said point being 30.0 feet Westerly (as measured at right angles) from the center line of a public highway running in a Northeasterly and a Southwesterly direction and commonly known as Sands Road, and running thence Northwesterly on the Northerly right of way line of the Chicago and Northwestern Railroad Company for a distance of 760.0 feet to a point; thence Northeasterly at right angles to the last described line at the last described point, for a distance of 304.30 feet to a point; thence Southeasterly parallel with the Northerly right of way line of the Chicago and Northwestern Railroad Company for a distance of 674.25 feet to a point, said point being 30.0 feet Westerly (as measured at right angles) from the center line of said Sands Road; thence Southwesterly parallel with the center line of said Sands Road, for a distance of 315.15 feet to the place of beginning, in McHenry County, Illinois.

be and the same is hereby annexed to the City of Crystal Lake, McHenry County, Illinois.

SECTION II: That the City Clerk of the City of Crystal Lake is hereby directed to record in the Office of the Recorder of Deeds of McHenry County, Illinois, being the County in which the aforesaid annexed territory is situated, a certified copy of this Ordinance together with an accurate map of the territory hereby annexed, said map being attached hereto and made a part hereof and labeled Exhibit "I".

SECTION III: That this Ordinance shall be in full force and effect from the after its passage and approval, and when a certified copy thereof, together with an accurate map is recorded in the Office of the Recorder of Deeds of McHenry County, Illinois, and filed in the Office of the County Clerk of McHenry County, Illinois; and thereupon said territory shall be subject to the jurisdiction of the City of Crystal Lake.

AYES:

NAYS:

DRAFT

ABSENT:

PASSED this _____ day of _____, 20__.

APPROVED by me this _____ day of _____, 20__.

_____
MAYOR

ATTEST:

_____
CITY CLERK

DRAFT

DRAFT

CERTIFICATION

I, NICK KACHIROUBAS, do hereby certify that I am the duly elected, authorized and acting City Clerk of the City of Crystal Lake, County of McHenry, and State of Illinois, and that as such City Clerk I am the keeper of the records and minutes of the proceedings of the Mayor and Councilmembers to the said City.

I do hereby certify that the following "AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE CITY OF CRYSTAL LAKE, McHENRY COUNTY, ILLINOIS" is a true and correct copy of Ordinance Number _____ duly passed and approved at a regular meeting of said Mayor and Council; held on the _____ day of _____ 20__, at which time ___ councilmembers were present and ___ councilmembers were absent.

Motion was made by Councilmember _____ and seconded by Councilmember _____ that the following Ordinance be passed and approved. Upon roll-call vote, ___ councilmembers voted AYE and _____ councilmembers voted NAY; whereupon said Ordinance was declared duly passed and was thereupon approved by the Mayor.

_____
CITY CLERK

(SEAL)

Return to:
City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, IL 60014

DRAFT

ORDINANCE NO. _____
FILE NO. _____

AN ORDINANCE ZONING CERTAIN PROPERTY "M-PUD" MANUFACTURING PLANNED UNIT DEVELOPMENT, SPECIAL USE PERMIT AND VARIATIONS

WHEREAS, certain territory is the subject of a certain Annexation Agreement; and

WHEREAS, said territory has been duly annexed by ordinance to the City of Crystal Lake; and

WHEREAS, by the terms of said Annexation Agreement, said territory is to be zoned "M-PUD" Manufacturing Planned Unit Development; and

WHEREAS, it is in the best interests of the City of Crystal Lake that the property legally described hereinbelow be classified and zoned as indicated.

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

SECTION I: That the following described property be and the same is hereby zoned and classified "M-PUD" Manufacturing Planned Unit Development:

> That part of the South half of the Southeast Quarter of Section 3, Township 43 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning at a point on the Northerly right of way line of the Chicago and Northwestern Railroad Company, said point being 30.0 feet Westerly (as measured at right angles) from the center line of a public highway running in a Northeasterly and a Southwesterly direction and commonly known as Sands Road, and running thence Northwesterly on the Northerly right of way line of the Chicago and Northwestern Railroad Company for a distance of 760.0 feet to a point; thence Northeasterly at right angles to the last described line at the last described point, for a distance of 304.30 feet to a point; thence Southeasterly parallel with the Northerly right of way line of the Chicago and Northwestern Railroad Company for a distance of 674.25 feet to a point, said point being 30.0 feet Westerly (as measured at right angles) from the center line

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of said Sands Road; thence Southwesterly parallel with the center line of said Sands Road, for a distance of 315.15 feet to the place of beginning, in McHenry County, Illinois.

That the City agrees to grant a Special Use Permit for Outside Storage of Commercial Vehicles; and Zoning Variations from: A. Article 4-200 C, the requirement of off-street parking surfacing, to allow the existing gravel parking lot to remain; and B. Article 4-700 B(3) to allow the existing 7-foot barbed wire crowned fencing and gate in the front yard with the following conditions:

1. A motion to recommend approval of the petitioner's request to rezone the subject property from to "M" Manufacturing district with a PUD upon annexation, allowing the existing uses and improvements via the annexation agreement.

2. The Special Use Permit for outdoor storage is hereby granted with the condition that all vehicles and equipment shall be adequately screened with fencing or other acceptable landscaping.

3. The Variation from Article 4-200 C for the gravel parking lot is hereby granted for a term not to exceed 10 years.

4. The Variation from Article 4-700 B(3) for the existing 7-foot fence is hereby granted.

5. Any other improvements that are made to the property shall comply with the Unified Development Ordinance standards.

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

SECTION II: That the City Clerk be and he is hereby directed to amend the official zoning map of the City of Crystal Lake and all pertinent records of the City of Crystal Lake to show the zoning and classification of the above-described property in accordance with the provisions of this Ordinance, as provided by law.

SECTION III: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

AYES:

NAYS:

DRAFT

ABSENT:

PASSED this _____ day of _____, 20__.

APPROVED by me this _____ day of _____, 20__.

_____

MAYOR

ATTEST:

_____

CITY CLERK

DRAFT

ORDINANCE NO. _____
FILE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT

WHEREAS, it is in the best interests of the City of Crystal Lake, McHenry County, Illinois, that a certain Annexation Agreement, a copy of which is attached hereto and incorporated herein, be entered into; and

WHEREAS, ALGONQUIN STATE BANK as Trustee under Trust Agreement known as Trust Number 1086, Owner, is ready, willing and able to enter into said Agreement and to perform the obligations as required thereunder; and

WHEREAS, the statutory procedures provided in Division 15.1 of Article 11 of the Illinois Municipal Code, as amended, for the execution of said Annexation Agreement have been fully complied with.

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 be and he is hereby authorized and directed to execute, and the City Clerk is directed to attest, the Annexation Agreement, a copy of which is attached hereto and made a part hereof.

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

AYES:

DRAFT

NAYS:

ABSENT:

PASSED this ____ day of _____, 20__.

APPROVED by me this ____ day of _____, 20__.

_____
MAYOR

ATTEST:

_____
CITY CLERK

DRAFT

ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2015, by and between the CITY OF CRYSTAL LAKE, a Municipal Corporation in the State of Illinois (hereinafter referred to as "City"), by and through its Mayor and Members of the City Council (hereinafter referred to, collectively, as "Corporate Authorities"), and ALGONQUIN STATE BANK AS TRUSTEE UNDER TRUST 1086 (hereinafter referred to as "Owner").

WITNESSETH:

WHEREAS, Owner is the legal owner of record of real property which is the subject of this Annexation Agreement, which property is located in an unincorporated portion of McHenry County, Illinois, and is hereinafter referred to as the "Subject Property." Said real property is represented and legally described in Exhibit "A", attached hereto and incorporated herein and commonly known as 7013 Sands Road, Crystal Lake, Illinois 60014; and

WHEREAS, the Owner has heretofore filed with the City Clerk a duly executed petition signed by the sole owners of record of the Subject Property, there being no electors residing within the boundaries of the Subject Property, seeking annexation of the Subject Property to the City, together with the Plat of Annexation; and

WHEREAS, the Subject Property is contiguous to the Corporate limits of the City; and

WHEREAS, the Subject Property is not included within the corporate limits of any

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municipality; and

WHEREAS, the Subject Property is not part of any Public Library District but is located within the Crystal Lake Rural Fire Protection District and Algonquin Township Road District; and

WHEREAS, the Owner desires that the Subject Property be annexed to the City under certain terms and conditions and in the manner hereinafter specified; and

WHEREAS, pursuant to the provisions of Section 11-15.1-1 et seq. of the Illinois Municipal Code, a proposed annexation agreement, in substance and form substantially the same as this Agreement, was submitted to the Corporate Authorities and, pursuant to notice published in the *Northwest Herald*, on December 19, 2014, as provided by statute, a public hearing was held thereon by the Corporate Authorities commencing on DATE and concluded on DATE; and

WHEREAS, pursuant to notice published in the *Northwest Herald* on November 14, 2014, as provided by statute, a public hearing was held by the Planning & Zoning Commission of the City on December 3, 2014, and the Planning & Zoning Commission has made its recommendations with respect to the request for rezoning of the Subject Property to the M-Manufacturing with a Final PUD, A Special Use Permit and Variations; and

WHEREAS, the City has, pursuant to Statute, served upon the Board of Trustees of the Crystal Lake Rural Fire Protection District, the Algonquin Township Supervisor, the Board of Trustees of Algonquin Township, and the Algonquin Township Road Commissioner, notice of the proposed annexation of the Subject Property to the City of Crystal Lake by certified mail at least ten (10) days in advance of any action taken with respect to the Annexation of

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the Subject Property; and

WHEREAS, all other pertinent and relevant matters in addition to those referred to or included in this Annexation Agreement have been considered by the parties hereto, and the Corporate Authorities of the City believe that it is their best and considered judgment that the development of the Subject Property, in accordance with the terms and provisions of this Agreement, will inure to the benefit of the improvement of the City.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements herein contained, the parties hereto agree as follows:

1. The representations and recitals set forth in the foregoing preamble are material to this Agreement, and the parties hereby confirm and declare their truth and validity and hereby incorporate such representations and recitals in this Agreement.

2. Immediately following execution of this Agreement by the Owner; approval of this Agreement by the Corporate Authorities; receipt of affidavits of service of notice of the Annexation as required by law (the "Affidavits of Service"); payment by the Owner of the amounts due to the City, if any, as a condition precedent to the execution of this Agreement by the Mayor, the City shall adopt a valid and binding ordinance substantially in the form attached hereto as Exhibit B, annexing the Subject Property to the City pursuant to Section 7-1-8 of the Illinois Municipal Code (the "Annexation Ordinance"). Immediately following satisfaction of the conditions precedent to the effectiveness of the Annexation Ordinance and the execution of this Agreement by the City Mayor, the City shall promptly cause this Agreement, the Affidavits of Service and the Annexation Ordinance to be properly recorded in the office of the McHenry County Recorder of Deeds

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3. Immediately after the adoption of the Annexation Ordinance, the City shall adopt a valid and binding ordinance, substantially in the form attached hereto as Exhibit C, amending the City's zoning map (the "Zoning Map Ordinance") to add the Subject Property to said map and to classify the Subject Property classification of M- Manufacturing PUD to allow multiple existing buildings to remain on site, a special use permit for outside storage of commercial and recreational vehicles and variations to allow the existing gravel parking area and 7 foot barbed wire crowned fencing and gate in the front yard along with any other variations necessary to allow the property to continue its current uses per the Crystal Lake Unified Development Ordinance.

4. Owner, upon annexation, shall have the right, at Owner's election, to attach to the water and/or sewer facilities of the City of Crystal Lake and such connection shall be made in accordance with all applicable codes and regulations and shall be subject to the payment of such connection fees as may be in existence at the time of said elections. It is recognized by the City that the Owners have an existing water well system and sanitary septic system. Provided that the water well system and sanitary septic system remain operable and in compliance with applicable, statutes, codes and regulations and do not constitute a safety hazard, the Owner shall have the right to continue to use the water well system and sanitary septic system. In the event that either system becomes inoperable or fails to comply with applicable statues, codes and regulations and the cost to repair such system exceeds fifty percent (50%) of the cost to replace such system, the owner shall be required to discontinue the use of such noncompliant system and connect to the applicable facility of the City. If at the time of the discontinuance of the use of the water well system and/or sanitary septic system pursuant to the terms of this paragraph, the Subject Property is not occupied, the connection to the applicable facility of the City shall not be required until

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such time as the Owner or any tenant of the Owner seeks to occupy the Subject Property. In such an event, the connection to the applicable facility shall be a condition of any certificate of occupancy.

5. When the Owner attaches to the water and/or sewer facilities of the City, the plans and specifications for the construction and installation of any water and/or sewer connections and extensions shall be compatible with the intended use and shall be pre-approved by the City. The construction and installation of any water and/or sewer extensions and connections shall be at the expense of the Owner or its successors, assigns or grantees. However, if the Owner constructs and installs any water and/or sewer connections and extensions which benefit, in any way, property lying outside the Subject Property, the City agrees, pursuant to 65 ILCS 5/9-5-1, to execute a contract with the Owner by which the City agrees to reimburse the Owner for an equitable portion of the cost of such facilities from fees charged to owners of property not within the Subject Property, when and as collected from such owners. Such contract shall describe the property outside the Subject Property, which may reasonably be expected to benefit from the facilities and shall specify the equitable amount or proportion of the cost of such facilities, which is to be incurred primarily for the benefit of that property. Such contract shall also provide that the City shall collect such fees charged to the owners of property not within the Subject Property prior to the connection to and use of the said facilities by the respective properties of each owner. The City will assist Owner in obtaining all necessary easements, through condemnation at Owner's or its successor's, assign's or grantee's expense, not already in existence, to enable the installation of such connections

and extensions to be accomplished. The Owner and the City agree that it is hereby contemplated that if the Owner elects to construct and install water and/or sewer facilities to be attached to the water and/or sewer facilities of the City, that equitable fees, plus an appropriate carrying charge, will be charged to and collected from any owners of property lying outside the Subject Property who are benefited by the construction and installation of water and/or sewer connections or extensions and that reimbursement will be made to the owner as provided herein above. The City agrees that no benefited property owner shall be permitted to connect into and utilize said sewer and/or water main extensions without first reimbursing the Owner as herein above stated in this paragraph. The City shall have no obligation under this paragraph until the terms are formalized in a separate written agreement in accordance with the provisions of 65 ILCS 5/9-5-1. The parties agree to use their best efforts in good faith to enter into such a separate agreement.

6. Owner shall not be required, upon annexation, to install curbs, gutters, storm sewers, sidewalks, or roadway widening for that portion of the property fronting on Sands Road during the term of this Agreement.

7. Because of the commercial zoning of the property, annexation fees, acreage fees, application, variation, special use or any other fees for the petition of the zoning and annexation of this property, for this the Subject Property are waived.

8. No park or school donations are required by reason of the annexation of the Subject Property unless the Property were zoned for some form of residential use and at that time school and park donations may be required pursuant to City Ordinances.

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9. No change or modification of any ordinance, code or regulation shall be applied during the term of this Agreement so as to affect the zoning classification of the Subject property and the uses permitted thereunder by the Unified Development Ordinance of the City in effect as of the date of this Agreement. Except as modified by this Agreement, the Owner shall comply in all respects with the conditions and requirements of all ordinances of the City applicable against similarly situated property within the City. This Agreement shall be binding upon and inure to the benefit of the parties hereto, successor owners of record and their heirs, assigns, and lessees, and upon successor municipal authorities of the City and successor municipalities for a period of ten (10) years from the date of execution hereof, and any extended time agreed to by amendment to this Agreement.

10. It is agreed that the parties to this agreement may enforce and compel performance, whether by law or in equity, by suit, mandamus, injunction, declaratory judgment, or other court procedure, only in courts of the State of Illinois; no such action may be brought in any Federal Court. In the event that either party to the agreement files suit to compel performance by the other, the prevailing party shall be entitled to recover, as part of the costs otherwise allowed, its reasonable attorney's fees incurred therein.

11. The failure of the City to insist, in any one or more instances upon performance of any terms or conditions of this Agreement, shall not be construed as a waiver of future strict performance of any such term, covenant or condition and the obligations of the Owner shall continue in full force and effect.

12. If any provision of this Agreement, other than the provisions relating to the requested zoning changes described herein and the ordinance adopted in connection therewith, is

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held invalid by any court of competent jurisdiction, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Annexation Agreement the day and year first above written.

CITY OF CRYSTAL LAKE,
a Municipal Corporation

BY:_____
MAYOR

ATTEST:

_____
CITY CLERK

Algonquin State Bank Trust 1086

BY:_____
An Officer

DRAFT

EXHIBIT A

LEGAL DESCRIPTION

Exhibit "A"
Legal Description of Property

THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY, SAID POINT BEING 30.0 FEET WESTERLY (AS MEASURED AT RIGHT ANGLES) FROM THE CENTER LINE OF A PUBLIC HIGHWAY RUNNING IN A NORTHEASTERLY AND A SOUTHWESTERLY DIRECTION AND COMMONLY KNOWN AS SANDS ROAD, AND RUNNING THENCE NORTHWESTERLY ON THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY FOR A DISTANCE OF 760.0 FEET TO A POINT; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE AT THE LAST DESCRIBED POINT, FOR A DISTANCE OF 304.30 FEET TO A POINT; THENCE SOUTHEASTERLY PARALLEL WITH THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY FOR A DISTANCE OF 674.25 FEET TO A POINT, SAID POINT BEING 30.0 FEET WESTERLY (AS MEASURED AT RIGHT ANGLES) FROM THE CENTER LINE OF SAID SANDS ROAD; THENCE SOUTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID SANDS ROAD, FOR A DISTANCE OF 315.15 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

Commonly known as: 7013 Sands Road, Crystal Lake, Illinois

PIN No. 19 03 453 001

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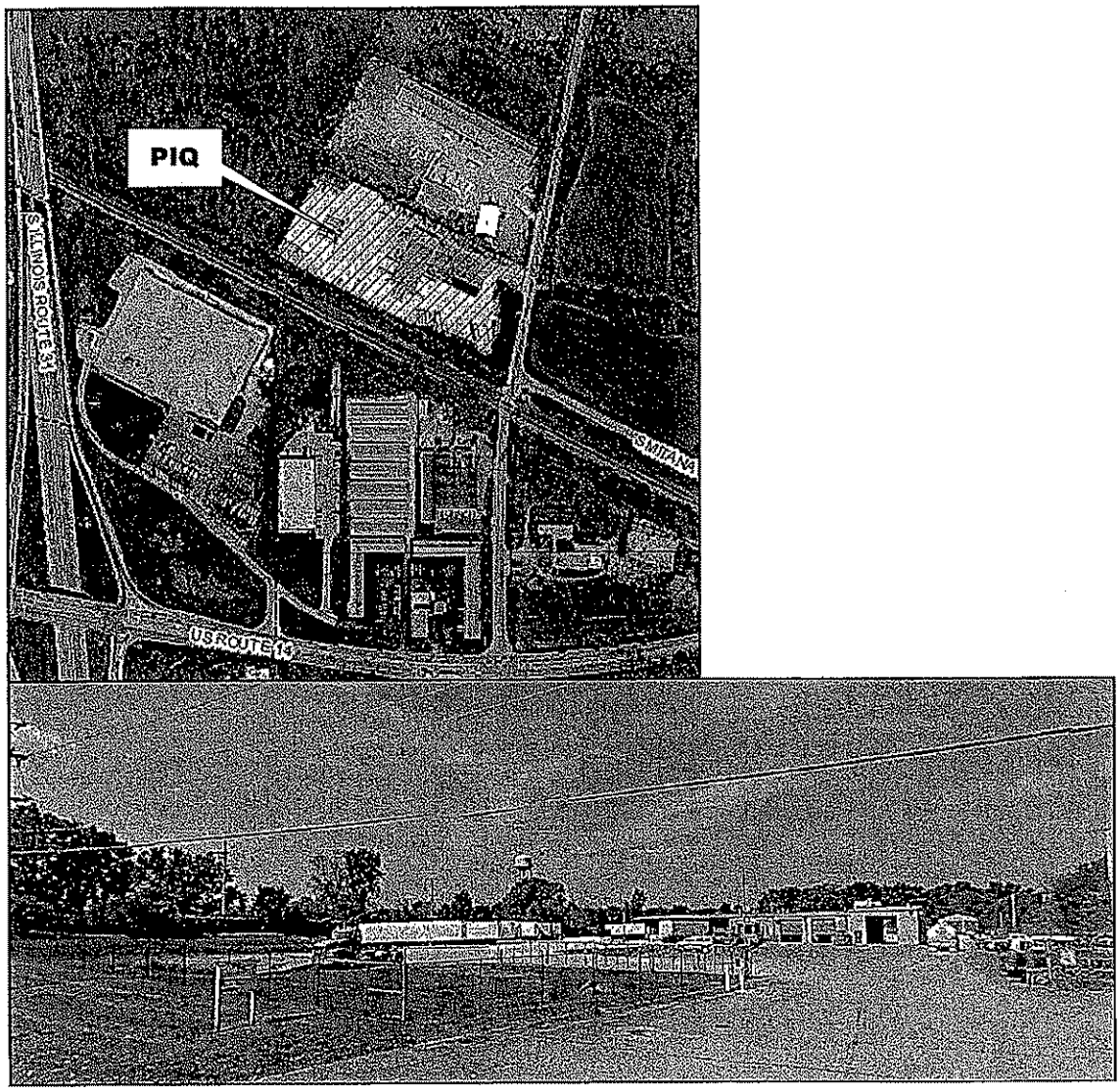
EXHIBIT B

ANNEXATION ORDINANCE

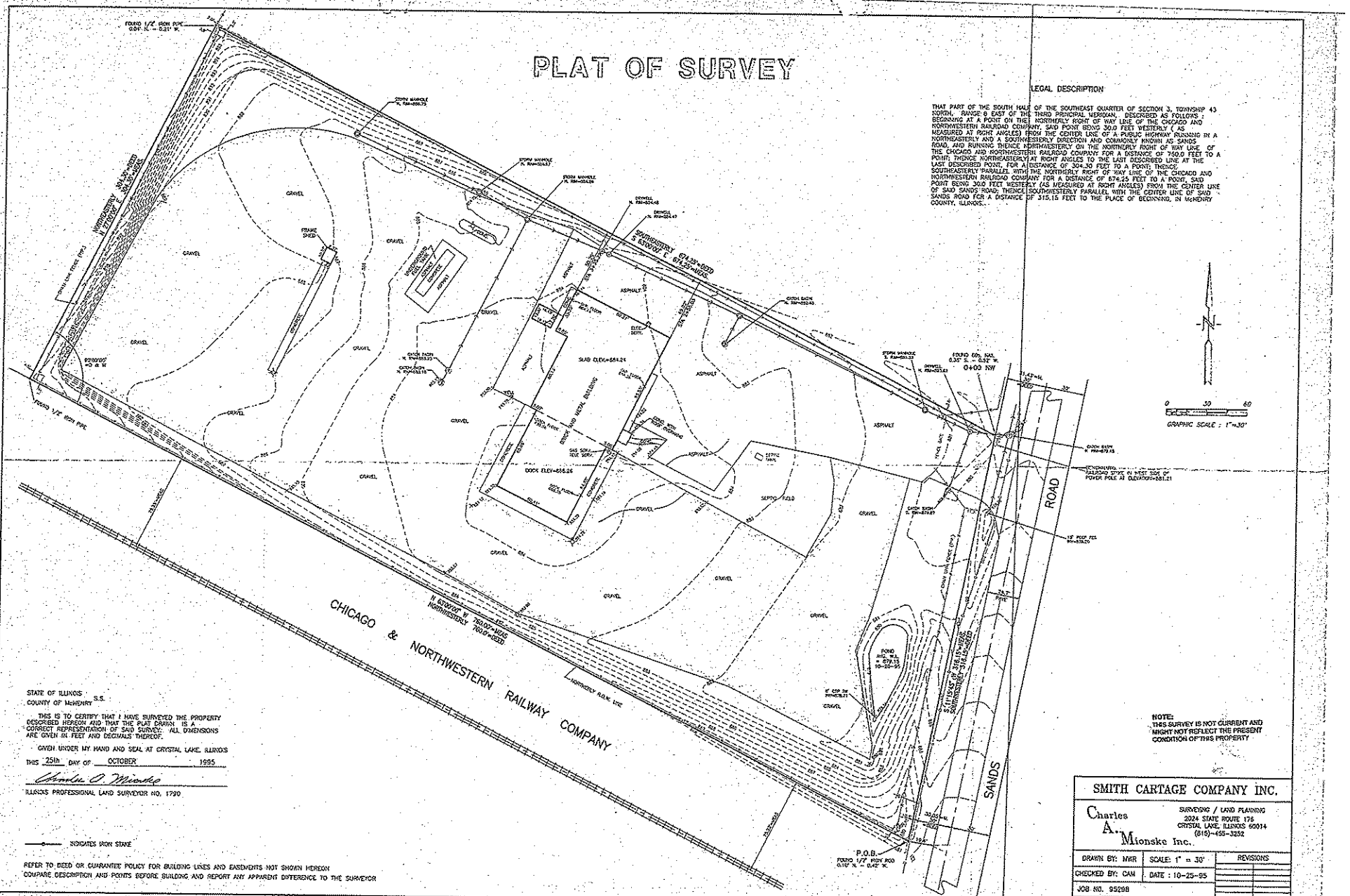
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EXHIBIT C

ZONING ORDINANCE


PIQ
ILLINOIS ROUTE 31
SMITANA
US ROUTE 14

PLAT OF SURVEY



LEGAL DESCRIPTION

THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS : BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY, SAID POINT BEING 30.0 FEET WESTERLY (AS MEASURED AT RIGHT ANGLES) FROM THE CENTER LINE OF A PUBLIC HIGHWAY RUNNING IN A NORTHEASTERLY AND A SOUTHEASTERLY DIRECTION AND COMMONLY KNOWN AS SANDS ROAD, AND RUNNING THENCE NORTHEASTERLY ON THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY FOR A DISTANCE OF 750.0 FEET TO A POINT; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE AT THE LAST DESCRIBED POINT, FOR A DISTANCE OF 304.30 FEET TO A POINT; THENCE SOUTHEASTERLY PARALLEL WITH THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY FOR A DISTANCE OF 676.25 FEET TO A POINT, SAID POINT BEING 30.0 FEET WESTERLY (AS MEASURED AT RIGHT ANGLES) FROM THE CENTER LINE OF SAID SANDS ROAD; THENCE SOUTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID SANDS ROAD FOR A DISTANCE OF 315.15 FEET TO THE PLACE OF BEGINNING, IN McHENRY COUNTY, ILLINOIS.

STATE OF ILLINOIS }
COUNTY OF McHENRY } S.S.

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED HEREON AND THAT THE PLAT DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL AT CRYSTAL LAKE, ILLINOIS

THIS 25th DAY OF OCTOBER 1995

Charles A. Mionske

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 1730

—o— INDICATES IRON STAKE

REFER TO DEED OR GUARANTEE POLICY FOR BUILDING LINES AND EASEMENTS NOT SHOWN HEREON
COMPARE DESCRIPTION AND POINTS BEFORE BUILDING AND REPORT ANY APPARENT DIFFERENCE TO THE SURVEYOR

NOTE:
THIS SURVEY IS NOT CURRENT AND MIGHT NOT REFLECT THE PRESENT CONDITION OF THIS PROPERTY

SMITH CARTAGE COMPANY INC.

Charles A. Mionske Inc.
SURVEYING / LAND PLANNING
2024 STATE ROUTE 176
CRYSTAL LAKE, ILLINOIS 60014
(815)-455-3252

DRAWN BY: MWR	SCALE: 1" = 30'	REVISIONS
CHECKED BY: CAM	DATE : 10-25-95	
JOB NO. 95298		

Agenda Item No: 11

City Council
Agenda Supplement

Meeting Date: January 6, 2015

Item: REPORT OF THE PLANNING & ZONING COMMISSION

#2013-29 Doherty Properties
4420, 4501, 5201 and 5425 Route 176

ANNEXATION PUBLIC HEARING

Requests: 1) Rezoning upon annexation to the B-2 Commercial district.
2) Variations from the lot, yard, setback and tree survey requirements to accommodate the existing lots and future redevelopment.

Petitioner: Joe Gottemoller on behalf of Patrick Doherty, property owner

Recommendation: Motion to:
1) Adopt ordinances authorizing execution of the annexation agreement and annexation of the property;
2) Approve the Planning and Zoning Commission recommendations and adopt an ordinance for rezoning upon annexation to the B-2 Commercial district and zoning variations for the Doherty properties;

Staff Contact: James Richter II, Planning and Economic Development Manager

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Background:

- Existing Use: The four parcels are improved and unimproved; comprised of Discount Flooring Warehouse, commercial buildings and a vacant parcel.
- History: City staff contacted the property owner and encouraged annexation of these parcels. The annexation of these parcels helps with the redevelopment of the Route 176/31 intersection within Crystal Lake, and readies them for this activity, particularly now that the State's road project is completed.

Key Factors:

- To zone the property B-2 within the City of Crystal Lake as part of an Annexation with variations to accommodate the existing and future lot configuration and development.
- Discount Flooring Warehouse may expand in the future and the parcels on the south side of Route 176 would be completely redeveloped with commercial development.

PZC Highlights:

- The PZC had no concerns with this project and stated that the requested zoning was appropriate for the area.

The Planning and Zoning Commission recommended **approval (6-0)** of the petitioner's request with the following conditions:

1. The following variations are hereby granted:
   A) Lot Area to allow 18,500; 18,900; 18,000; and 17,700 square feet, respectively, for Lots 1 – 4, due to the property taking for the roadway project;
   B) Rear Yard Setback to allow up to 0 feet for Lots 1 – 4, given that parking and stormwater management requirements are satisfied;
   C) Parking Lot Setback to allow up to 0 feet for Lots 1 – 4, given that parking and stormwater management requirements are satisfied; and
   D) Tree preservation requirements to allow the removal of the trees on Lots 1 – 4 without providing the required tree survey and tree analysis.

2. The petitioner shall address all of the review comments and requirements of the Engineering and Building, Fire Rescue, Police, Public Works and Planning and Economic Development Departments.

The draft annexation agreement is attached. This document has been reviewed by an attorney and staff and is an acceptable format.

Votes Required to Pass: A super majority vote (5 votes) is required to approve the annexation agreement.

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ORDINANCE NO. _____
FILE NO. _____

AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE CITY OF CRYSTAL LAKE, McHENRY COUNTY, ILLINOIS

WHEREAS, a written Petition, signed by all of the legal owners and all of the electors of record of all land within the territory hereinafter described, has been filed with the City Clerk of the City of Crystal Lake, McHenry County, Illinois, requesting that said territory be annexed to the City of Crystal Lake; and

WHEREAS, the said territory is not within the corporate limits of any municipality but is contiguous to the City of Crystal Lake; and

WHEREAS, said territory is not part of any public library district; and

WHEREAS, legal notices regarding the intention of the City to annex said territory have been sent to all public bodies required to receive such notice by State statute; and

WHEREAS, Patrick Doherty, has entered into a valid and binding Annexation Agreement relating to said territory; and

WHEREAS, all Petitions, documents and other necessary legal requirements are in full compliance with the requirements of said Annexation Agreement and with the Statutes of the State of Illinois, specifically 65 ILCS 5/7-1-8; and

WHEREAS, it is in the best interests of the City of Crystal Lake that said territory be annexed thereto.

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

DRAFT

SECTION I: That the following described territory:

Parcels 1 through 3

Lot 4 in Hutton's Subdivision, a subdivision of part of the Northeast Quarter of Section 34, Township 44 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded May 22, 1958, as Document No. 338561, in Book 13 of Plats, page 60, as amended by affidavit recorded September 15, 1958 as Document No. 343451, in McHenry County, Illinois.
PIN Number and common address: 14-34-252-009 5201 Route 176

Lot 3 in Hutton's Subdivision, a subdivision of part of the Northeast Quarter of Section 34, Township 44 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded May 22, 1958, as Document No. 338561, in Book 13 of plats, page 60, as amended by affidavit recorded September 15, 1958 as Document No. 343451, in McHenry County, Illinois.
PIN Number and common address: 14-34-252-010 5425 Route 176

Lots 1 and 2 in Hutton's Subdivision, a Subdivision of part of the Northeast Quarter of Section 34, Township 44 North, Range 8 East of the Third Principal Meridian, according to the Plat thereof recorded May 22, 1958, as Document No. 338561, in Book 13 of plats, page 60, as amended by affidavit recorded September 15, 1958 as Document No. 343451, in McHenry County, Illinois.
PIN Number and common address: 14-34-252-030 4501 Route 176

Parcel 4

That part of the Southwest Quarter of the Northeast Quarter of Section 34, Township 44 North, Range 8 East of the Third Principal Meridian described as follows: Beginning at a point of intersection of the Easterly right of way line of State Route 31 and the South line for the North 520 feet of the Southwest Quarter of the Northeast Quarter of aforesaid Section 34; thence bearing North 89 degrees 48 minutes 54 seconds East along the South line of the North 520 feet aforesaid 287.08 feet to the point of beginning of this parcel's description: Thence continuing along the previously described line North 89 degrees 48 minutes 54 seconds East 340.13 feet to a point on the Northwesterly right of way line of State Route 176; thence South 41 degrees 48 minutes 31 seconds West along said Northwesterly right of way 186.78 feet; thence South 89 degrees 09 minutes 54 seconds West 216.47 feet; thence North 00 degrees 09 minutes 53 seconds West 139.94 feet to the point of beginning, in McHenry County, Illinois.
PIN Number and common address: 14-34-251-022 4420 Route 176

be and the same is hereby annexed to the City of Crystal Lake, McHenry County, Illinois.

SECTION II: That the City Clerk of the City of Crystal Lake is hereby directed to record in the Office of the Recorder of Deeds of McHenry County, Illinois, being the County in which the aforesaid annexed territory is situated, a certified copy of this Ordinance together with an accurate

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map of the territory hereby annexed, said map being attached hereto and made a part hereof and labeled Exhibit "I".

SECTION III: That this Ordinance shall be in full force and effect from the after its passage and approval, and when a certified copy thereof, together with an accurate map is recorded in the Office of the Recorder of Deeds of McHenry County, Illinois, and filed in the Office of the County Clerk of McHenry County, Illinois; and thereupon said territory shall be subject to the jurisdiction of the City of Crystal Lake.

AYES:

NAYS:

ABSENT:

PASSED this ____ day of _____, 20__.

APPROVED by me this _____ day of _____, 20__.

_____
MAYOR

ATTEST:

_____
CITY CLERK

DRAFT

CERTIFICATION

I, NICK KACHIROUBAS, do hereby certify that I am the duly elected, authorized and acting City Clerk of the City of Crystal Lake, County of McHenry, and State of Illinois, and that as such City Clerk I am the keeper of the records and minutes of the proceedings of the Mayor and Councilmembers to the said City.

I do hereby certify that the following "AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE CITY OF CRYSTAL LAKE, McHENRY COUNTY, ILLINOIS" is a true and correct copy of Ordinance Number _____ duly passed and approved at a regular meeting of said Mayor and Council; held on the _____ day of _____ 20__, at which time ___ councilmembers were present and ___ councilmembers were absent.

Motion was made by Councilmember _____ and seconded by Councilmember _____ that the following Ordinance be passed and approved. Upon roll-call vote, ___ councilmembers voted AYE and _____ councilmembers voted NAY; whereupon said Ordinance was declared duly passed and was thereupon approved by the Mayor.

_____
CITY CLERK

(SEAL)

Return to:
City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, IL 60014

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ORDINANCE NO. _____
FILE NO. _____

AN ORDINANCE ZONING CERTAIN PROPERTY "B-2" GENERAL COMMERCIAL AND VARIATIONS

WHEREAS, certain territory is the subject of a certain Annexation Agreement; and

WHEREAS, said territory has been duly annexed by ordinance to the City of Crystal Lake; and

WHEREAS, by the terms of said Annexation Agreement, said territory is to be zoned "B-2" General Commercial district; and

WHEREAS, it is in the best interests of the City of Crystal Lake that the property legally described hereinbelow be classified and zoned as indicated.

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

SECTION I: That the following described property be and the same is hereby zoned and classified "B-2" General Commercial district:

Parcels 1 through 3

Lot 4 in Hutton's Subdivision, a subdivision of part of the Northeast Quarter of Section 34, Township 44 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded May 22, 1958, as Document No. 338561, in Book 13 of Plats, page 60, as amended by affidavit recorded September 15, 1958 as Document No. 343451, in McHenry County, Illinois. PIN Number and common address: 14-34-252-009 5201 Route 176

Lot 3 in Hutton's Subdivision, a subdivision of part of the Northeast Quarter of Section 34, Township 44 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded May 22, 1958, as Document No. 338561, in Book 13 of plats, page 60, as amended by

affidavit recorded September 15, 1958 as Document No. 343451, in McHenry County, Illinois.
PIN Number and common address: 14-34-252-010 5425 Route 176

Lots 1 and 2 in Hutton's Subdivision, a Subdivision of part of the Northeast Quarter of Section 34, Township 44 North, Range 8 East of the Third Principal Meridian, according to the Plat thereof recorded May 22, 1958, as Document No. 338561, in Book 13 of plats, page 60, as amended by affidavit recorded September 15, 1958 as Document No. 343451, in McHenry County, Illinois.
PIN Number and common address: 14-34-252-030 4501 Route 176

Parcel 4

That part of the Southwest Quarter of the Northeast Quarter of Section 34, Township 44 North, Range 8 East of the Third Principal Meridian described as follows: Beginning at a point of intersection of the Easterly right of way line of State Route 31 and the South line for the North 520 feet of the Southwest Quarter of the Northeast Quarter of aforesaid Section 34; thence bearing North 89 degrees 48 minutes 54 seconds East along the South line of the North 520 feet aforesaid 287.08 feet to the point of beginning of this parcel's description: Thence continuing along the previously described line North 89 degrees 48 minutes 54 seconds East 340.13 feet to a point on the Northwesterly right of way line of State Route 176; thence South 41 degrees 48 minutes 31 seconds West along said Northwesterly right of way 186.78 feet; thence South 89 degrees 09 minutes 54 seconds West 216.47 feet; thence North 00 degrees 09 minutes 53 seconds West 139.94 feet to the point of beginning, in McHenry County, Illinois.
PIN Number and common address: 14-34-251-022 4420 Route 176

That the City agrees to grant Variations from the lot, yard, setback and tree survey requirements to accommodate the existing lots and future redevelopment with the following conditions:

1. The following variations are hereby granted:
   A. Lot Area to allow 18,500; 18,900; 18,000; and 17,700 square feet, respectively, for Lots 1 – 4, due to the property taking for the roadway project;
   B. Rear Yard Setback to allow up to 0 feet for Lots 1 – 4, given that parking and stormwater management requirements are satisfied;
   C. Parking Lot Setback to allow up to 0 feet for Lots 1 – 4, given that parking and stormwater management requirements are satisfied; and
   D. Tree preservation requirements to allow the removal of the trees on Lots 1 – 4 without providing the required tree survey and tree analysis.

2. The petitioner shall address all of the review comments and requirements of the Engineering and Building, Fire Rescue, Police, Public Works and Planning and Economic Development Departments.

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3. Variations from the lot, yard, setback and tree survey requirements to accommodate the existing lots and future redevelopment for the properties located at 4420, 4501, 5201 and 5425 Route 176.

SECTION II: That the City Clerk be and he is hereby directed to amend the official zoning map of the City of Crystal Lake and all pertinent records of the City of Crystal Lake to show the zoning and classification of the above-described property in accordance with the provisions of this Ordinance, as provided by law.

SECTION III: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

AYES:

NAYS:

ABSENT:

PASSED this ____ day of _____, 20__.

APPROVED by me this _____ day of _____, 20__.

_____

MAYOR

ATTEST:

_____

CITY CLERK

DRAFT

ORDINANCE NO. _____
FILE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT

WHEREAS, it is in the best interests of the City of Crystal Lake, McHenry County, Illinois, that a certain Annexation Agreement, a copy of which is attached hereto and incorporated herein, be entered into; and

WHEREAS, Patrick Doherty, Owner, is ready, willing and able to enter into said Agreement and to perform the obligations as required thereunder; and

WHEREAS, the statutory procedures provided in Division 15.1 of Article 11 of the Illinois Municipal Code, as amended, for the execution of said Annexation Agreement have been fully complied with.

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 be and he is hereby authorized and directed to execute, and the City Clerk is directed to attest, the Annexation Agreement, a copy of which is attached hereto and made a part hereof.

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

AYES:

NAYS:

DRAFT

ABSENT:

PASSED this ____ day of _____, 20__.

APPROVED by me this ____ day of _____, 20__.

_____
MAYOR

ATTEST:

_____
CITY CLERK

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ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this 6th day of January, 2015, by and between the CITY OF CRYSTAL LAKE, a Municipal Corporation in the State of Illinois (hereinafter referred to as "City"), by and through its Mayor and Members of the City Council (hereinafter referred to, collectively, as "Corporate Authorities"), and DOHERTY DEVELOPMENT GROUP, LLC; DOHERTY DEVELOPMENT GROUP II, LLC, and PATRICK J. DOHERTY JR. AND FAMILY REVOCABLE TRUST (hereinafter referred to as "Owner").

WITNESSETH:

WHEREAS, Owner is the legal owner of record of real property which is the subject of this Annexation Agreement, which property is located in an unincorporated portion of McHenry County, Illinois, and is hereinafter referred to as the "Subject Property." Said real property is represented and legally described in Exhibit "A", attached hereto and incorporated herein and commonly known as Flooring Discount Warehouse at 4420 Route 176; 5201 Route 176; 5425 Route 176; and 4501 Route 176; and

WHEREAS, the Owner has heretofore filed with the City Clerk a duly executed petition signed by the sole owners of record of the Subject Property, there being no electors residing within the boundaries of the Subject Property, seeking annexation of the Subject Property to the City, together with the Plat of Annexation; and

WHEREAS, the Subject Property is contiguous to the Corporate limits of the City; and

WHEREAS, the Subject Property is not included within the corporate limits of any municipality; and

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WHEREAS, the Subject Property is not part of any Public Library District but is located within the Crystal Lake Rural Fire Protection District and Nunda Township Road District; and

WHEREAS, the Owner desires that the Subject Property be annexed to the City under certain terms and conditions and in the manner hereinafter specified; and

WHEREAS, pursuant to the provisions of Section 11-15.1-1 et seq. of the Illinois Municipal Code, a proposed annexation agreement, in substance and form substantially the same as this Agreement, was submitted to the Corporate Authorities and, pursuant to notice published in the *Northwest Herald*, on June 17, 2013, as provided by statute, a public hearing was held thereon by the Corporate Authorities commencing on July 2, 2013 and concluded on July 2, 2013; and

WHEREAS, pursuant to notice published in the *Northwest Herald* on June 4, 2013, as provided by statute, a public hearing was held by the Planning & Zoning Commission of the City on December 4, 2013, and the Planning & Zoning Commission has made its recommendations with respect to the request for rezoning of the Subject Property to the B-2 General Commercial zoning district; and

WHEREAS, the City has, pursuant to Statute, served upon the Board of Trustees of the Crystal Lake Rural Fire Protection District, the Nunda Township Supervisor, the Board of Trustees of Nunda Township, and the Nunda Township Road Commissioner, notice of the proposed annexation of the Subject Property to the City of Crystal Lake by certified mail at least ten (10) days in advance of any action taken with respect to the Annexation of the Subject Property; and

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WHEREAS, all other pertinent and relevant matters in addition to those referred to or included in this Annexation Agreement have been considered by the parties hereto, and the Corporate Authorities of the City believe that it is their best and considered judgment that the development of the Subject Property, in accordance with the terms and provisions of this Agreement, will inure to the benefit of the improvement of the City.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements herein contained, the parties hereto agree as follows:

1. The representations and recitals set forth in the foregoing preamble are material to this Agreement, and the parties hereby confirm and declare their truth and validity and hereby incorporate such representations and recitals in this Agreement.

2. Immediately following execution of this Agreement by the Owner; approval of this Agreement by the Corporate Authorities; receipt of affidavits of service of notice of the Annexation as required by law (the "Affidavits of Service"); payment by the Owner of the amounts due to the City, if any, as a condition precedent to the execution of this Agreement by the Mayor, the City shall adopt a valid and binding ordinance substantially in the form attached hereto as Exhibit B, annexing the Subject Property to the City pursuant to Section 7-1-8 of the Illinois Municipal Code (the "Annexation Ordinance"). Immediately following satisfaction of the conditions precedent to the effectiveness of the Annexation Ordinance and the execution of this Agreement by the City Mayor, the City shall promptly cause this Agreement, the Affidavits of Service and the Annexation Ordinance to be properly recorded in the office of the McHenry County Recorder of Deeds

3. Immediately after the adoption of the Annexation Ordinance, the City shall adopt a valid and binding ordinance, substantially in the form attached hereto as Exhibit C, amending the

City's zoning map (the "Zoning Map Ordinance") to add the Subject Property to said map and to classify the Subject Property to the B-2 General Commercial zoning classification with all existing buildings and uses being permitted to remain upon the Subject Property as legal non-conforming uses and buildings. To the extent that the Owner intends to engage in any other uses or construct any other buildings upon the Subject Property, such uses and buildings shall only be allowed if in compliance with the City's then current zoning laws, building codes and other regulations applicable to the Subject Property.

4. Owners shall not be required, upon annexation, to install curbs, gutters, storm sewers, or roadway widening for that portion of the Subject Property fronting on Route 176 during the term of this Agreement. In addition, a waiver from the requirement to extend City utilities to the farthest property line is granted for Parcel 4, the property at 4420 Route 176. The City agrees to work with the Owner on locating a manhole(s) on Owner's property on the south side of Route 176, if easements are granted and if needed.

5. Owner, upon annexation, shall have the right, at Owner's election, to attach to the water and/or sewer facilities of the City of Crystal Lake and such connection shall be made in accordance with all applicable codes and regulations and shall not be subject to the payment of such connection fees as may be in existence at the time of said elections. It is recognized by the City that the Owners have an existing water well system and sanitary septic system. Provided that the water well system and sanitary septic system remain operable and in compliance with applicable, statutes, codes and regulations and do not constitute a safety hazard, the Owner shall have the right to continue to use the water well system and sanitary septic system. In the event that either system becomes inoperable or fails to comply with applicable statues, codes and regulations and the cost to repair such system exceeds fifty percent (50%) of the cost to replace

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such system, the owner shall be required to discontinue the use of such noncompliant system and connect to the applicable facility of the City.

6. When the Owner attaches to the water and/or sewer facilities of the City, the plans and specifications for the construction and installation of any water and/or sewer connections and extensions shall be compatible with the intended use and shall be pre-approved by the City. The construction and installation of any water and/or sewer extensions and connections shall be at the expense of the Owner or its successors, assigns or grantees. However, if the Owner constructs and installs any water and/or sewer connections and extensions which benefit, in any way, property lying outside the Subject Property, the City agrees, pursuant to 65 ILCS 5/9-5-1, to execute a contract with the Owner by which the City agrees to reimburse the Owner for an equitable portion of the cost of such facilities from fees charged to owners of property not within the Subject Property, when and as collected from such owners. Such contract shall describe the property outside the Subject Property, which may reasonably be expected to benefit from the facilities and shall specify the equitable amount or proportion of the cost of such facilities, which is to be incurred primarily for the benefit of that property. Such contract shall also provide that the City shall collect such fees charged to the owners of property not within the Subject Property prior to the connection to and use of the said facilities by the respective properties of each owner. The City will assist Owner in obtaining all necessary easements, through condemnation at Owner's or its successor's, assign's or grantee's expense, not already in existence, to enable the installation of such connections and extensions to be accomplished. The Owner and the City agree that it is hereby contemplated that if the Owner elects to construct and install water and/or sewer facilities to be attached to the water and/or sewer facilities of the City,

that equitable fees, plus an appropriate carrying charge, will be charged to and collected from any owners of property lying outside the Subject Property who are benefited by the construction and installation of water and/or sewer connections or extensions and that reimbursement will be made to the owner as provided herein above. The City agrees that no benefited property owner shall be permitted to connect into and utilize said sewer and/or water main extensions without first reimbursing the Owner as herein above stated in this paragraph. The City shall have no obligation under this paragraph until the terms are formalized in a separate written agreement in accordance with the provisions of 65 ILCS 5/9-5-1. The parties agree to use their best efforts in good faith to enter into such a separate agreement.

7. A billboard is currently erected upon Parcel 4 and the Owner agrees that it shall keep the billboard in good repair and the City agrees that the Owner has the ability to relocate the existing billboard on Parcel 4 to another location on Parcel 4 to accommodate any future building expansion(s) or site improvements.

8. The current freestanding sign, which has electronic components, for Parcel 4, commonly known as 4420 Route 176, may be relocated on the property due to the Route 176/31 roadway construction project and may be located 0 feet from the Route 176 right-of-way line.

9. Variations

Immediately after the adoption of the Annexation Ordinance, the City shall adopt valid and binding ordinances, granting the following variations.

A) Lot Area to allow 18,500; 18,900; 18,000; and 17,700 square feet, respectively, for Lots 1 – 4, due to the property taking for the roadway project;

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B) Rear Yard Setback to allow up to 0 feet for Lots 1 – 4, given that parking and stormwater management requirements are satisfied;

C) Parking Lot Setback to allow up to 0 feet for Lots 1 – 4, given that parking and stormwater management requirements are satisfied; and

D) Tree preservation requirements to allow the removal of the trees on Lots 1 – 4 without providing the required tree survey and tree analysis.

E) On Parcel 4, the parking lot may be expanded on the property towards Route 176 as depicted on Exhibit D, Site Plan.

10. Because of the proposed commercial use of the Subject Property, the City agrees to waive all acreage or annexation fees, application, variation, and special use fees due or payable pursuant to the ordinances of the City. In the event the Subject Property is subdivided for residential development, acreage fees will be paid in accordance with the City Ordinances at the time of subdivision.

11. Parcels 1 through 3 consist of lots 1 through 4 of the Hutton's Subdivision, as more fully described in Exhibit A. The City acknowledges that each of the four lots is a separate and buildable parcel and in the alternative, may also be combined to create a single zoning lot.

12. No park or school donations shall be required by reason of the annexation of the Subject Property except that in the event all or some part of the property is re-zoned and used for residential purposes, such school and park donations may be required pursuant to City Ordinances.

13. The City represents that it has full power and authority to annex the Subject Property to the City. In the event any entity challenges the right of the Owner to annex the

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Subject Property to the City for any reason whatsoever, the City shall, at its sole expense, undertake to defend and validate such annexation.

14. No change or modification of any ordinance, code, or regulation shall be applied during the term of this Agreement so as to affect the zoning classification of the Subject Property and the uses permitted thereunder by the Zoning Ordinance of the City in effect as of the date of this Agreement as hereinbefore provided. Except as modified by the terms and provisions of this Agreement, the Owner shall comply in all respects with the conditions and requirements of all ordinances of the City applicable against similar property within the City as they may exist from time to time, including, but not limited to, those requiring the issuance of permits or the payment of fees thereof.

15. This Agreement shall inure to the benefit of and be binding upon the successors in title and assigns of the Owner and upon the successor Corporate Authorities and successor municipalities of the City.

16. This Agreement should be valid and binding for a term of ten (10) years from the date of its execution. Upon mutual agreement of the parties, this Agreement may be extended for additional periods not inconsistent with the Illinois Complied Statutes.

17. This Agreement shall be enforceable in any Court of competent jurisdiction by any of the parties or by any appropriate action at law or in equity to secure the performance of the Covenants and Agreements herein contained.

18. If any provision of this Agreement is held to be invalid by any Court of competent jurisdiction, such provisions shall be deemed to be exercised from this Agreement, and the invalidity thereof shall not affect any of the other provisions contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Annexation Agreement

DRAFT

the day and year first above written.

CITY OF CRYSTAL LAKE,
a Municipal Corporation

By: _____
MAYOR

ATTEST:

_____
CITY CLERK

DOHERTY DEVELOP GRP LLC

DOHERTY DEVELOP GRP II LLC

PATRICK J. DOHERTY, JR as trustee of the PATRICK J. DOHERTY JR. AND FAMILY REVOCABLE TRUST.

By:_____
Patrick Doherty

EXHIBIT A

LEGAL DESCRIPTION

Parcels 1 through 3

LOT 4 IN HUTTON'S SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 22, 1958, AS DOCUMENT NO. 338561, IN BOOK 13 OF PLATS, PAGE 60, AS AMENDED BY AFFIDAVIT RECORDED SEPTEMBER 15, 1958 AS DOCUMENT NO. 343451, IN MCHENRY COUNTY, ILLINOIS.
PIN No and Common Address: 14-34-252-009 5201 Route 176

LOT 3 IN HUTTON'S SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 22, 1958, AS DOCUMENT NO. 338561, IN BOOK 13 OF PLATS, PAGE 60, AS AMENDED BY AFFIDAVIT RECORDED SEPTEMBER 15, 1958 AS DOCUMENT NO. 343451, IN MCHENRY COUNTY, ILLINOIS.
PIN No and Common Address: 14-34-252-010 5425 Route 176

LOTS 1 AND 2 IN HUTTON'S SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 22, 1958, AS DOCUMENT NO. 338561, IN BOOK 13 OF PLATS, PAGE 60, AS AMENDED BY AFFIDAVIT RECORDED SEPTEMBER 15, 1958 AS DOCUMENT NO. 343451, IN MCHENRY COUNTY, ILLINOIS.
PIN No and Common Address: 14-34-252-030 4501 Route 176

Parcel 4 – Flooring Discount Warehouse

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF STATE ROUTE 31 AND THE SOUTH LINE FO THE NORTH 520 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF AFTORESAID SECTION 34; THENCE BEARING NORTH 89 DEGREES 48 MINUTES 54 SECONDS EAST ALONG THE SOUTH LINE FO THE NORTH520 FEET AFORESAID 287.08 FEET TO THE POINT OF BEGINNING OF THIS PARCEL'S DESCRIPTION: THENCE CONTINUING ALONG THE PREVIOUSLY DESCRIBED LINE NORTH 89 DEGREEES 48 MINUTES 54 SECONDS EAST340.13 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROUTE 176; THENCE SOUTH 41 DEGREEES 48 MINUTES 31 SECONDS WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY 186.78 FEET; THENCE SOUTH 89 DEGREEES 09 MINUTES 54 SECONDS WEST 216.47 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 53 SECONDS WEST 139.94 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.
PIN No and Common Address: 14-34-251-022 4420 Route 176

EXHIBIT B

ANNEXATION ORDINANCE

EXHIBIT C

MAP AMENDMENT ORDINANCE

EXHIBIT D

SITE PLAN

Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: January 6, 2015

Item: COUNTY ZONING REQUEST

Edward Burley and Conrad Schuberth (Ginmeg, LLC)

5003 State Street (unincorporated – near the Manor)

Recommendation: City Council's discretion.

a) Motion to object to the proposed rezoning and variation requests, directing staff to proceed with an objection at the County zoning hearing.
b) No action.

Staff Contact: James Richter II, Planning & Economic Development Manager

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Background: As is customary with County Zoning requests within the City's mile and a half planning jurisdiction, the City received notice of this request.

The property in question consists of approximately 0.18 acres and is zoned B-1 Business District, and is surrounded by B-1 (County) to the east and west, and R-2 (City) to the north, and R-3b PUD (City) to the south.

The petitioner is requesting to rezone the property to R-1 Residential District, and is seeking variations from the current County UDO regulations for minimum lot area and lot width (frontage).

The hearing on this matter is to be held on January 14, 2015, at 1:30 p.m.

The property in question has been used as a single-family residence for many years and the proposed rezone to residential does not appear to have any negative implications. Accordingly, it is recommended that the Council take no action on this request.

Votes Required to Pass: A simple majority vote.


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RECEIVED
DEC 16 2014
BY:

IN THE MATTER OF THE APPLICATION OF GINMEG, LLC, OWNER, FOR AN AMENDMENT OF THE UNIFIED DEVELOPMENT ORDINANCE OF McHENRY COUNTY, ILLINOIS FOR RECLASSIFICATION

LEGAL NOTICE OF PUBLIC HEARING

#2014-040

Notice is hereby given in compliance with the McHenry County Unified Development Ordinance, that a public hearing will be held before the **McHenry County Zoning Board of Appeals,** in connection with this Ordinance, which would result in a ***reclassification*** for the following described real estate.

LOT 6 IN BLOCK 2 IN PLATT DeMARCE SUBDIVISION UNIT NO. 2, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 21, 1954 AS DOCUMENT NUMBER 279705 IN BOOK 11 OF PLATS, PAGE 114 AS AMENDED BY CERTIFICATE RECORDED JULY 22, 1954 AS DOCUMENT NUMBER 280898 AND CERTIFICATE RECORDED MARCH 11, 1955 AS DOCUMENT NUMBER 289813, IN MCHENRY COUNTY, ILLINOIS.

PIN 19-10-102-006

The subject property is located approximately **550 feet West *of the intersection of State Street and Shales Street, with a common address of 5003 State Street,Crystal Lake, Illinois, in Algonquin Township.***

The subject property is presently zoned ***"B-1" Business District*** and consists of approximately **.18 *acres*** with ***"B-1" zoning to the East and West, and the City of Crystal Lake to the North and South.***

The Petitioners are requesting reclassification of the subject property from "B-1" Business District to "R-1" Residential District. The Petitioners are also requesting a variation to allow a lot size of .18 acres instead of the minimum .5 acre required, and to allow 65 feet of road frontage instead of the minimum 100 feet required.

The Petitioners are Ginmeg, LLC – 1000 Skokie Blvd. – suite 420, Wilmette, IL 60091

That the members of Ginmeg, LLC are:

Edward Burley – 2512 Achilles Lane, Crystal Lake, IL 60014

Conrad E. Schuberth – 2536 Laguna Drive, Fort Lauderdale, FL 33316

A hearing on this Petition will be held on the 14th day of January, 2015 at 1:30 P.M. in room # B at the McHenry County Government Center/Ware Rd. Administration Building, 2200 N. Seminary Avenue, Woodstock, Illinois at which time and place any person desiring to be heard may be present.

DATED THIS 15th DAY OF December, 2014.

by: RICHARD KELLY JR.
Richard Kelly Jr., Chairman
McHenry County Zoning Board of Appeals
2200 N. Seminary Avenue
Woodstock, IL 60098

Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: January 6, 2015

Item: Authorization to enroll in an Electric Load Reduction Program with Energy Curtailment Specialists.

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute an agreement for a voluntary electric load reduction program with Energy Curtailment Specialists, an NRG Company.

Staff Contact: Victor Ramirez, Director of Public Works

Background:
In previous years, the Public Works Department has participated in Com Ed's voluntary load reduction program, whereby, during peak electrical demand days, when notified by Com Ed, the City would take its larger facilities off the grid and power them with on-site generators. In return, Com Ed has paid the City for these reductions, based on the kilowatt-hours of the electrical loads that the City reduces. Not only did the City's voluntary reduction net funds back to the City, it also helped assure that the City's residents did not endure outages or brownouts during these extremely hot days.

After several years of not being called upon to drop the load at all, Com Ed suspended their paid program in 2012.

The City was recently contacted by Energy Curtailment Specialists (ECS), which brokers similar load reduction programs for PJM Interconnection, LLC. PJM is the grid manager that supplies wholesale market power to local/regional electric utilities, such as Commonwealth Edison. PJM's program requests that large power consumers drop their load in the event of an emergency, such as a power plant being inoperable or failures in major transmission lines.

Through this program, the City will receive payment even if there is no load reduction requested, as long as the enrolled facilities can demonstrate that they have the capacity to operate off the grid for a period of 60 minutes. If the facilities are unable to switch to generator power during the test period, the City will not be penalized but may not qualify for the full rebate available. The 2015 ECS program pays at a rate of $30,286.97 per megawatt dropped.

ECS will conduct an assessment of the load capacity at each of the City's large consumption facilities that have a permanent backup power supply. Such facilities include:

- Wastewater Treatment Plant #2 ..... 1100 Coventry Lane
- Wastewater Treatment Plant #3 and Water Treatment Plant #4 ..... 400 Knaack Boulevard
- Water Treatment Plant #3 ..... 850 Virginia Road
- Water Treatment Plant #5 ..... 8701 Bard Road
- Municipal Complex ..... 100 W. Woodstock Street

This agreement is for three years with the option for renewal on an annual basis. Legal counsel has reviewed the attached agreement.

It is the recommendation of staff to adopt the Resolution.

Votes Required to Pass:
Simple Majority

RESOLUTION

DRAFT

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is authorized to execute an agreement for a voluntary electric load reduction program with Energy Curtailment Specialists – an NRG Company.

DATED this_____day of_____, 2015

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: _____

APPROVED: _____

Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: January 6, 2015

Item: Emergency Medical Services Equipment Pricing Bid

Staff Recommendation: Motion to award the bid for Fire Rescue Department EMS equipment pricing for up to five (5) years in the submitted bid amounts to the lowest responsive, responsible bidder, Henry Schein, and adopt a resolution authorizing the City Manager to execute an agreement with Henry Schein per the bid specifications.

Staff Contact: Paul DeRaedt, Fire Rescue Chief

Background:

On Monday, December 8, 2014, the City of Crystal Lake publicly opened and read aloud the bids received for EMS equipment pricing. The lowest responsive, responsible bidder will furnish EMS equipment such as medical respirator masks, exam gloves, protective eyewear, heart monitor accessories, blood pressure cuffs, stethoscopes, backboards, and other EMS equipment purchased throughout the year by the Fire Rescue Department. The majority of our EMS supplies are state and federally mandated infection control items, which are single-use only.

The Fire Rescue Department has competitively bid equipment, as annual equipment costs may exceed $20,000 with a single vendor. In past years, a similar agreement with a single vendor was approved by the City Council. Approval of a single bid for numerous items provides for cost savings as market fluctuations are avoided, and provides for volume pricing due to the competitive bid process. In addition, purchasing the equipment from a single vendor allows for EMS equipment compatibility.

The Fire Rescue Department compared bidders against items used in the greatest frequency and quantity of items purchased by the Fire Rescue Department during the course of the year. Vendors who submitted pricing for greater than 90% of the items in the bid document were compared. Some bidders did not submit bids for certain items because they either do not carry that individual product or cannot meet the minimum bid specifications for that item. The spreadsheet attachment outlines these items and the associated bid from each vendor.

The submitted bid pricing and recommendation is summarized below:

BIDDER	Original Bid		
Henry Schein Irmo, SC	$ 7,067.89	✓	
Emergency Medical Products Cudahy, WI	$ 7,645.62		
Midwest Medical Supply Earth City, MO	$ 7,612.44		
Ever Ready First Aid Brooklyn, NY	$ 4,112.05	X	Incomplete Bid/failed to bid on 90% of items
Moore Medical Farmington, CT	$ 3,014.90	X	Incomplete Bid/failed to bid on 90% of items
Kentron Healthcare, Inc. Springfield, TN	$ 1,257.15	X	Incomplete Bid/failed to bid on 90% of items
Physio-Control, Inc Redmond, WA	$ 2,208.80	X	Incomplete Bid/failed to bid on 90% of items
ZOLL Medical Corporation Chelmsford, MA	$ 92.25	X	Incomplete Bid/failed to bid on 90% of items

✓ Indicates recommended lowest responsive, responsible bidder.

X Did not meet minimum bid specifications.

Recommendation:

The City Manager's Office and the Fire Rescue Department reviewed all bids received for completeness and accuracy in accordance with the invitation to bid document. The Fire Rescue Department staff has verified references and has received positive recommendations.

It is staff's recommendation to award the bid to the lowest responsive, responsible bidder, Henry Schein. Henry Schein provided the best price when all the equipment prices were aggregated. The contract will begin on January 19, 2015.

The bid prices received for the aforementioned equipment will be valid for twelve (12) months, from the time of City Council approval. The contract pricing is renewable at the agreement of both parties, for four (4) additional twelve (12) month periods, at the same rates, not to exceed a consecutive five (5) year period. Any pricing adjustments shall be in accordance with Price Adjustment Clause included in the bid package. There are sufficient funds in the FY 2014/2015 Budget and future fiscal year budgets for these items.

Votes Required to Pass:

Simple majority

DRAFT

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager be and he is hereby authorized and directed to award the bid for Fire Rescue Department EMS equipment for up to five (5) years in the submitted bid amounts to Henry Schein and authorize the City Manager to execute an agreement with Henry Schein per the bid specifications.

DATED this 6th day of January, 2015.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED:

APPROVED:

Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date: January 6, 2015

Item: Tree Removal Services Bid Extension

Staff Recommendation: Motion to extend the awarded bid for Tree Removal Services to Central Forestree, LLC and adopt a Resolution authorizing the City Manager to execute a 2-year contract extension for Tree Removal Services with Central Forestree, LLC in the submitted bid amounts.

Staff Contact: Victor Ramirez, P.E., Director of Public Works

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Background:
On September 18, 2012, the City Council awarded the bid for the services relating to the removal and disposal of trees from public properties to Central Forestree, LLC. The base contract period was for a 15-month period ranging from October 2012 through December 2013. In the bid, additional prices were requested for a one-year contract extension for the 2014 calendar year, which was exercised as a result of the exemplary performance demonstrated during the base contract term. Central Forestree bid approximately a 1.5% increase in their 2014 tree removal pricing from the initial base bid pricing. Similarly, at the conclusion of their contract term, they have proposed a 1.5% increase for each of the next two years to continue their contract through the 2016 calendar year.

Prices were bid based on size of the tree diameter within seven categories for complete tree removal including stump grinding, and for stump grinding only. The actual value of the contract will be determined based on the number of trees removed or stumps ground by the contractor. The following table represents a breakdown of the total bids received for the 2014 option, based on one item from each category. Rows have been added to compare the proposed 2015 and 2016 Central Forestree prices to the 2014 bids received for this service. A table of the complete bid prices can be found attached to this document.

	Complete Tree Removal	Stump Grinding Only	Total
2014 Central Forestree Hoffman Estates, IL	$6,675.00	$1,660.00	**$8,335.00**
√ **2015** Central Forestree Hoffman Estates, IL	$6,775.13	$1,660.00	**$8,435.13**
√ **2016** Central Forestree Hoffman Estates, IL	$6,876.76	$1,660.00	**$8,536.76**
2014 Clean Cut Tree Service Lake Villa, IL	$7,625.00	$2,355.00	**$9,980.00**
2014 John's Tree Service McHenry, IL	$9,300.00	$945.00	**$10,245.00**
2014 Davey Tree Expert East Dundee, IL	$18,845.00	$2,985.00	**$21,830.00**

√ Indicates recommended lowest responsible and responsive bidder

Discussion:

Tree removal services have historically been used on large trees that exceed the Public Works Department's tree removal capabilities, or City trees that have suffered significant storm damage that require a technical removal around power lines. However, as the Emerald Ash Borer (EAB) continues to devastate trees throughout the community, the role of the City's tree removal contractor has expanded to include the removal of dead or diseased trees. As such, Central Forestree, LLC was deployed to remove trees as an extension of the work that City crews are performing. This utilization is expected to continue throughout the 2015 and 2016 calendar years.

The contract increase that Central Forestree has proposed for the 2015 and 2016 calendar year would still be the low bid compared to 2014 prices that the City received in the last bid. Central Forestree has been a very efficient and thorough contractor, and they have responded to the City's needs with appropriate equipment and manpower to complete all tree removal assignments that they've been given.

Recommendation:

The Public Works Department has worked well with Central Forestree, LLC, which has produced admirable results over the last two years. It is the recommendation of staff to approve the two-year extension with Central Forestree due to their cooperative work ethic and competitive pricing.

Votes Required to Pass:

Simple Majority

2014 Pricing + 2015 & 2016 Central Forestree Pricing (1.5% Increase)	2014 Central Forestree	*2015 Central Forestree*	*2016 Central Forestree*	2014 Clean Cut Tree Service	2014 John's Tree Service	2014 Davey Tree Expert
Tree Removal Services						
Class A (under 6")	$150.00	*$152.25*	*$154.53*	$110.00	$350.00	$700.00
Class B (6.1"-12")	$225.00	*$228.38*	*$231.80*	$350.00	$450.00	$925.00
Class C (12.1"-18")	$300.00	*$304.50*	*$309.07*	$460.00	$800.00	$1,850.00
Class D (18.1"- 24")	$600.00	*$609.00*	*$618.14*	$830.00	$1,200.00	$2,770.00
Class E (24.1"-30")	$1,200.00	*$1,218.00*	*$1,236.27*	$1,475.00	$1,300.00	$4,000.00
Class F (30.1"-36")	$1,800.00	*$1,827.00*	*$1,854.41*	$2,200.00	$2,100.00	$4,000.00
Class G (36"+)	$2,400.00	*$2,436.00*	*$2,472.54*	$2,200.00	$3,100.00	$4,600.00
Stump Grinding Only						
Under 6" diameter	$60.00	*$60.00*	*$60.00*	$85.00	$60.00	$90.00
6.1" - 12" diameter	$120.00	*$120.00*	*$120.00*	$170.00	$85.00	$185.00
12.1" - 18" diameter	$180.00	*$180.00*	*$180.00*	$200.00	$110.00	$280.00
18.1" - 24" diameter	$240.00	*$240.00*	*$240.00*	$300.00	$135.00	$560.00
24.1" - 30" diameter	$300.00	*$300.00*	*$300.00*	$450.00	$160.00	$560.00
30.1" - 36" diameter	$360.00	*$360.00*	*$360.00*	$550.00	$185.00	$560.00
Over 36" diameter	$400.00	*$400.00*	*$400.00*	$600.00	$210.00	$750.00
TOTAL (one of each)	**$8,335.00**	***$8,435.13***	***$8,536.76***	**$9,980.00**	**$10,245.00**	**$21,830.00**
Four-man Crew Hourly Rate						
Normal Work Hours Rate	$595.00	*$603.93*	*$612.99*	$380.00	$710.00	$620.00
Emergency/After Hours Rate	$707.00	*$717.61*	*$728.37*	$500.00	$710.00	$740.00

DRAFT

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is authorized to execute a 2-year extension between the CITY OF CRYSTAL LAKE and Central Forestree, LLC for tree removal services in the submitted bid amounts.

DATED this _____ day of _____, 2015.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: _____

APPROVED: _____

Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date: January 6, 2015

Item: Annual adoption of the Zoning Map

Recommendation: Motion to adopt an ordinance approving the 2015 Crystal Lake Zoning Map, as presented.

Staff Contact: James Richter II, Planning & Economic Development Manager

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Background: Attached is the 2015 updated Zoning Map, which reflects the current zoning and the zoning amendment within the City that was approved by the City Council prior to December 31, 2014. As required by State Statute 65 ILCS 5/11-13-19, the updated map should be published no later than March 31 of each year. The GIS based zoning map, which is available on the City's website and provides a convenient reference material for customers, is attached for the Council's information.

Below is a brief summary of the parcels that were rezoned. The * represents a rezoning upon annexation.

Petition	Location	Acreage	From	To
Mathews Corp.	500 Industrial Avenue	37.885*	County	M
Lapetina	8611 Huntley Road	4.7*	County	B-2 PUD
Total Acreage		**37.9 acres**		

Votes Required to Pass: A simple majority vote.

DRAFT

ORDINANCE NO. _____
FILE NO. _____

ORDINANCE

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

SECTION I: That the City of Crystal Lake Zoning Map, a copy of which is attached hereto, marked Exhibit "A" by reference made a part hereof, including all revisions effective the 31st day of December, 2014, is hereby approved as the official 2015 Zoning Map for the City of Crystal Lake.

SECTION II: That the City Clerk is hereby authorized to publish said Zoning Map in pamphlet form by the authority of the Mayor and City Council of the City of Crystal Lake.

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

SECTION IV: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Dated this _____ day of _____, _____.

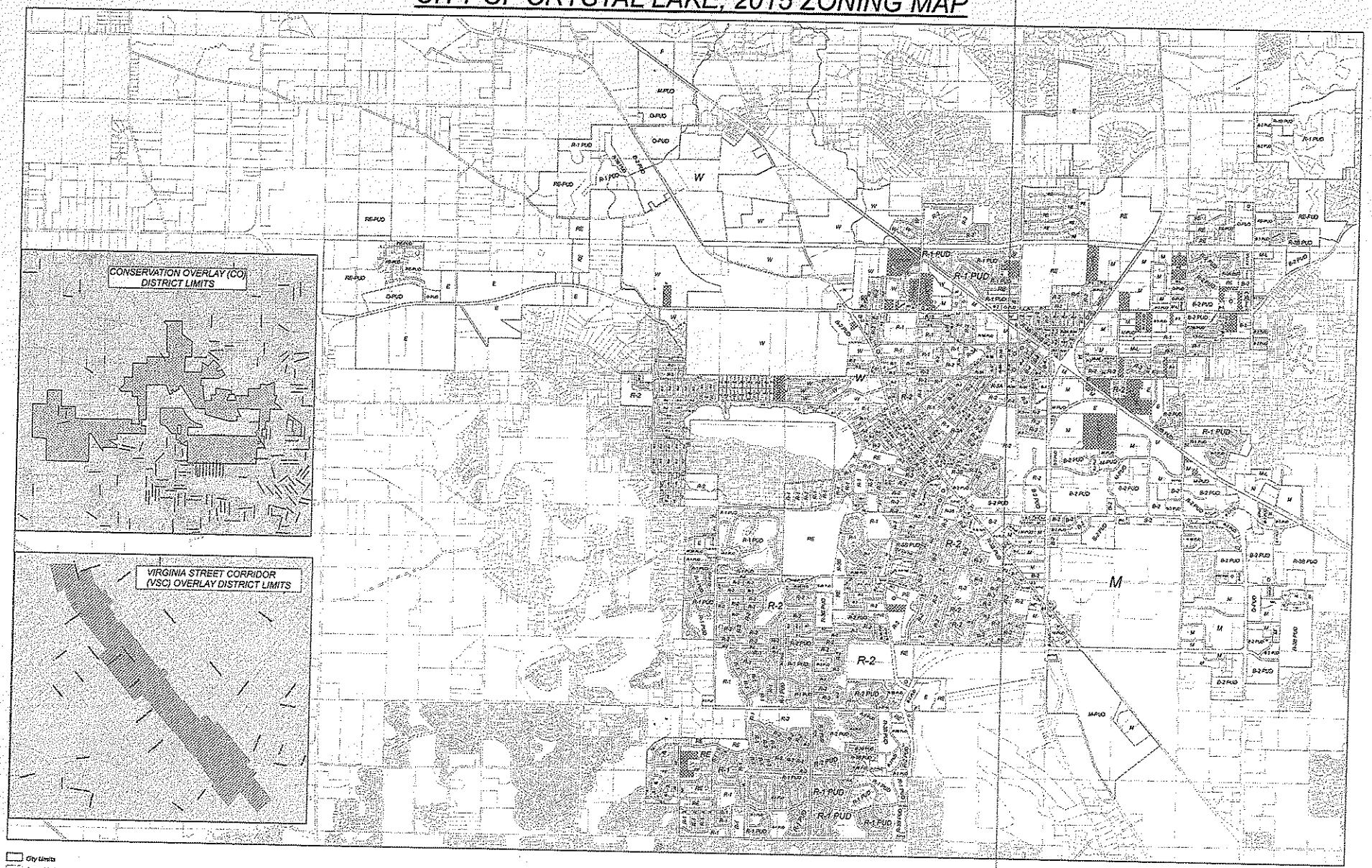
_____
MAYOR

ATTEST:

_____
CITY CLERK

Published in pamphlet form by the authority of the Mayor and City Council of the City of Crystal Lake.

CITY OF CRYSTAL LAKE, 2015 ZONING MAP



City Limits

Crystal Lake Watershed Limits

E = Estate	B-1 = Neighborhood Commercial
RE = Residential Estate	B-2 = General Commercial
R-1 = Single-Family	B-3 = Downtown Business
R-2 = Single-Family	M-L = Manufacturing Limited
R-3A = Two-Family	M = Manufacturing
R-3B = Multi-Family	W = Watershed
O = Office	F = Farming
PUD = Planned Unit Development	
VSC = Virginia Street Corridor Overlay District	
C = Conservation Overlay District	
NC = Neighborhood Conservation Overlay District	

All reasonable attempts in addition have been made in the production of this map. However it is recommended that the owner of properties located near zoning boundaries or in formerly developed areas be verified by contacting the Planning and Economic Development Department at (815) 459-2020.

Revision History

04-15-2014	05-15-2014
06-17-2014	07-01-2014
09-16-2014	12-16-2014
01-15-2015	
02-17-2015	

Approved by the City Council

Mayor

City Clerk

Published this 22nd day of December, 2014, in pamphlet form by authority of the Mayor and City Council, and as subsequently revised.

1 inch = 1,264 feet

0 950 1,900 3,800 5,700 7,599 Feet

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