



CITY OF CRYSTAL LAKE

AGENDA

CITY COUNCIL

REGULAR MEETING

City of Crystal Lake

100 West Woodstock Street, Crystal Lake, IL

City Council Chambers

June 16, 2020

7:00 p.m.

NOTICE OF SOCIAL DISTANCING PROCEDURES

Members of the City Council will remotely attend the Regular Meeting via a digital platform. Live audio of the digital meeting will be broadcast in the City Council Chambers and any overflow rooms at City Hall, as well as through the Zoom electronic platform (see below).

City Council Chambers will be open to the public during the Regular Meeting. The Acting Mayor, City Clerk and certain Members of City staff will be physically present in the City Council Chambers. As a public health precaution, social distancing practices will be observed during the meeting. As a result, persons wishing to attend the Regular Meeting at City Hall may be directed to overflow rooms if necessary to ensure social distancing. **THERE WILL ONLY BE LIMITED SPACE AVAILABLE AT CITY HALL, SO PERSONS WHO ARE ABLE TO ATTEND VIA THE ZOOM ELECTRONIC PLATFORM (SEE BELOW) ARE ENCOURAGED TO DO SO.**

Members of the public may address the City Council in accordance with the “Temporary Rules Concerning Public Comment, Participation, and Social Distancing at City Public Meetings” (the “*Temporary Rules*”) which are posted on the City’s website at: <https://www.crystallake.org/Home/ShowDocument?id=18690>

ELECTRONIC ATTENDANCE: Members of the public may hear the audio of the meeting and address the City Council in accordance with the Temporary Rules by utilizing the following call in number and login information through the Zoom electronic platform:

From your computer, laptop, tablet, or smart phone:

Join Zoom Meeting

<https://us02web.zoom.us/j/83361057336?pwd=MWZvTjArQzVBWUFwMWsyMlI4SitVUT09>

Meeting ID: 833 6105 7336

Password: 987913

You can also dial in using your phone (Chicago Metro Area):

1-312-626-6799 US

Meeting ID: 833 6105 7336

The Regular Meeting can also be viewed through the live stream broadcast at:

Comcast: 17 / AT&T: 99

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Minutes – May 27, 2020 and June 2, 2020 City Council Meetings
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. Acting Mayor's Report**
- 8. City Council Reports**
- 9. Consent Agenda**
- 10. City Code Amendment to Increase the Number of Class 13 Liquor Licenses, Pamona Properties LLC, d/b/a Crystal Lake BP, located at 281 W. Virginia Street**
- 11. 575 E. Crystal Lake Avenue – Evangelical Free Church of Crystal Lake Special Event Permit request to allow tent service**
- 12. 1120 Central Park Drive – Continental Properties, The Springs - Annexation Public Hearing, Preliminary and Final Planned Unit Development for a 280-unit residential apartment development, Preliminary and Final Plat of Subdivision for a two-lot subdivision, and an Annexation Agreement Amendment to allow for a 280-unit residential apartment development and 320 townhomes on the remainder of the original Lutter Center Property**
- 13. Lakeside Legacy Foundation 2020 Lakeside Fest and Fireworks Show**
- 14. Proposal Award – Crossing Guard Services**
- 15. Bid Award – 2020 Downtown Brick Paver Replacement Project Bid**
- 16. Bid Award – Tree Removal Services**
- 17. Street Sweeping Contract Extension**
- 18. Community Development Block Grant Funding Agreement**
- 19. Department of Commerce and Economic Opportunity Rebuild Illinois Public Infrastructure Grant Application for Water Treatment Plant #2 Construction**
- 20. Board and Commission Reappointments – Library Board**
- 21. Planning and Zoning Commission Appointments and Chair Appointment**
- 22. Appointment of Mandy Montford to fill the vacancy created by the resignation of Councilmember Haleblan**
- 23. Council Inquiries and Requests**
- 24. Adjourn to Executive Session for the purpose of discussing matters of pending and probable litigation, the sale, purchase or lease of real property, collective bargaining and personnel**
- 25. Reconvene to Regular Session**
- 26. Adjourn**

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



Agenda Item No: 10

**City Council
Agenda Supplement**

Meeting Date: June 16, 2020

Item: City Code Amendment to Increase the Number of Class 13 Liquor Licenses – Applicant: Pamona Properties LLC, d/b/a Crystal Lake BP, located at 281 W. Virginia Street.

Staff Recommendation: Motion to adopt an Ordinance increasing the number of Class 13 liquor licenses from the currently permitted 32 licenses to 33 licenses, in order to allow for the issuance of a new Class 13 liquor license to Pamona Properties LLC, d/b/a Crystal Lake BP, located at 281 W. Virginia Street.

Staff Contact: Eric T. Helm, Deputy City Manager
Melanie Nebel, Executive Assistant

Background:

Pamona Properties LLC, d/b/a Crystal Lake BP, located at 281 W. Virginia Street, has requested a new Class 13 Liquor License. This location has not had a liquor license in the past.

The applicant has submitted an application and a background check. There are no zoning issues with the request.

The City Code authorizes the sale of alcoholic liquors on the premises specified in packages only, but not for consumption on the premises where sold between the hours of 7:00 a.m. and 1:00 a.m. Monday, Tuesday, Wednesday, Thursday, and Friday; and 7:00 a.m. Saturday and 2:00 a.m. Sunday, and 7:00 a.m. Sunday and 2:00 a.m. Monday. A Class B Type restaurant may be located on the premises.

The annual fee for such a license shall be \$625.

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

- Pending results of the background check for the applicant.
- Proof of Ownership
- Payment of pro-rated license fee
- Registered Agent provided for application

There are currently 32 establishments holding Class 13 liquor licenses.

<u>Name</u>	<u>Address</u>	<u>Zoning</u>
7-Eleven	60 W. Terra Cotta (Northside Center)	"O PUD"
7-Eleven	1024 McHenry Ave.	"B-1 PUD"
7-Eleven	6225 Northwest Highway	"B-1 PUD"
Bucky's Express	1095 Pyott	"B-2 PUD"
Casey's General Stores	639 E. Terra Cotta Ave.	"B-2"
Circle K	220 W. Virginia	"B-2"
Circle K	280 N. Route 31	"B-2 PUD"
Circle K	681 W. Terra Cotta	"B-2"
Convenient Liquor & Wine	201 E. Virginia	"B-2"
Cost Plus World Market	6000 Northwest Highway (Crystal Point)	"B-2 PUD"
Crystal Lake Food & Liquor	540 E. Terra Cotta Avenue	"B-2 PUD"
Crystal Lake Gas (Marathon)	770 S. Virginia Road	"B-2"
Crystal Lake Amoco	339 W. Virginia	"B-2"
CVS Pharmacy	1305 Randall Road	"B-2 PUD"
CVS Pharmacy	177 W. Virginia	"B-2"
Fresh Market	6000 Northwest Highway	"B-2 PUD"
Fresh Thyme Farmer's Market	5340 Northwest Highway	"B-2 PUD"
KA Sales (Exxon)	415 W. Virginia	"B-2"
Ralph's General Store	1309 North Avenue	"R-2"
LaRosita of Mesos Group, Inc.	131 Main Street	"B-4"
Midwest Petroleum Dev.	7615 U.S. Route 14 (by McDonald's)	"B-2"
Mobil Mart	250 N. Route 31	"B-2"
Murphy's Oil	985 Central Park Drive	"B-2 PUD"
Oak Street Food & Liquor	256 N. Oak Street	"B-1"
Baard Gas Station/Shell #801	4811 Northwest Highway	"B-2"
Osco Drug	6140 Northwest Highway (The Commons S.C.)	"B-2"
PUD"RJ Pantry & Liquor	19 E. Berkshire Drive	"B-1 PUD"
Sam's Club	5670 Northwest Highway	"B-2 PUD"
Target	5580 Northwest Highway	"B-2 PUD"
Walgreens	151 W. Northwest Highway	"B-2"
Walgreens	315 N. Route 31	"B-2 PUD"
Wal-Mart	1205 Route 31	"B-2 PUD"

The attached Ordinance approves an increase in the number of Class 13 liquor licenses in order to allow the owner, Pamona Properties LLC, d/b/a Crystal Lake BP, located at 281 W. Virginia Street, to sell alcohol at the establishment.

Votes Required to Pass:

Simple majority

DRAFT

Ord. No.
File No. 255 L



The City of Crystal Lake

**AN ORDINANCE AMENDING THE CODE
OF THE CITY OF CRYSTAL LAKE**

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

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

1. Class 13 License shall be increased from 32 to 33.

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 16th day of June, 2020.

City of Crystal Lake, an
Illinois municipal corporation

Haig Haleblian, Acting Mayor

SEAL

ATTEST

CITY CLERK

PASSED: June 16, 2020
APPROVED: June 16, 2020



Agenda Item No: 11

City Council Agenda Supplement

Meeting Date:

June 16, 2020

Item:

Evangelical Free Church of Crystal Lake Special Event Permit request to allow tent service at 575 E. Crystal Lake Avenue.

City Council Discretion:

City Council's discretion:

- A. Motion to approve the Special Event for the tent worship services to be held on Sundays and Wednesday evenings through October 4, 2020 pursuant to the recommended conditions listed below; or
B. Motion to deny the applicant's request.

Staff Contact:

Michelle Rentzsch, Director of Community Development
Katie Cowlin, Assistant City Planner

Background:

Due to the recent COVID-19 pandemic, the Evangelical Free Church of Crystal Lake is requesting approval of the use of a tent for worship services.

The City Code provides that special events, such as carnivals, festivals, parades, open-air gatherings, religious tent meetings or any other similar event require City approval. Prior to the City Code amendment in 2017, religious tent services would have obtained a Temporary Use Permit. The City Council has previously approved religious tent services for St. Thomas the Apostle Catholic Church and Hope Evangelical Church.

Request:

The applicant is proposing to hold worship services in a tent in the front parking lot. The original request was for the tent to be located in the rear parking lot. The applicant has moved the request to the front parking lot in order to reduce the impact on the residential neighbors to the east in the Ashton Point Subdivision.

The tent would be in use on:

- Sundays from 8 a.m. to 1 p.m.,
- Wednesdays from 7 p.m. to 9 p.m. for youth services, and

- Funeral, memorial services or other group meetings.

The proposed tent is 40 feet by 140 feet. Music and speakers would be used during the services. The church would conduct outdoor tent services until the Governor allows for a full restoration of church services or October 4, 2020, whichever comes first.

The proposed request has been reviewed by the City's legal counsel, Fire Rescue Department and Police Department. The City's legal counsel determined the request can be processed by the City during the current order by the Governor's Office. The Police Department has no concerns with the request and the Fire Rescue Department will verify proper code requirements are met for the commercial tent.

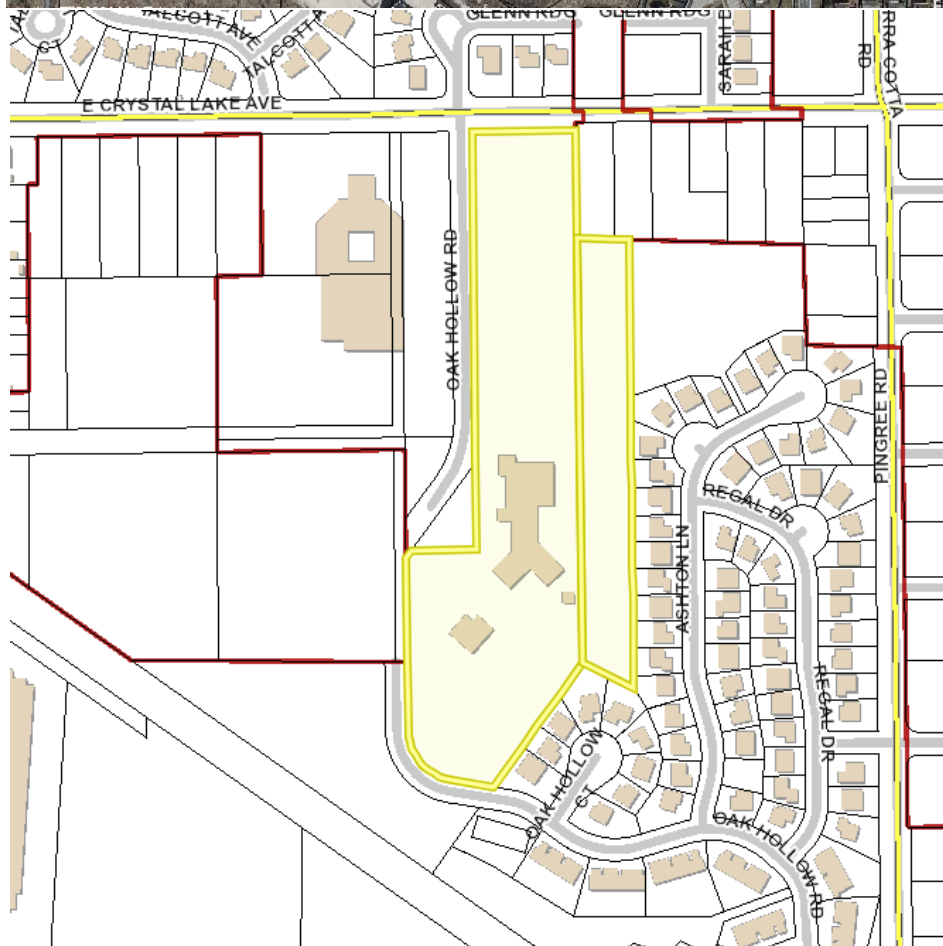
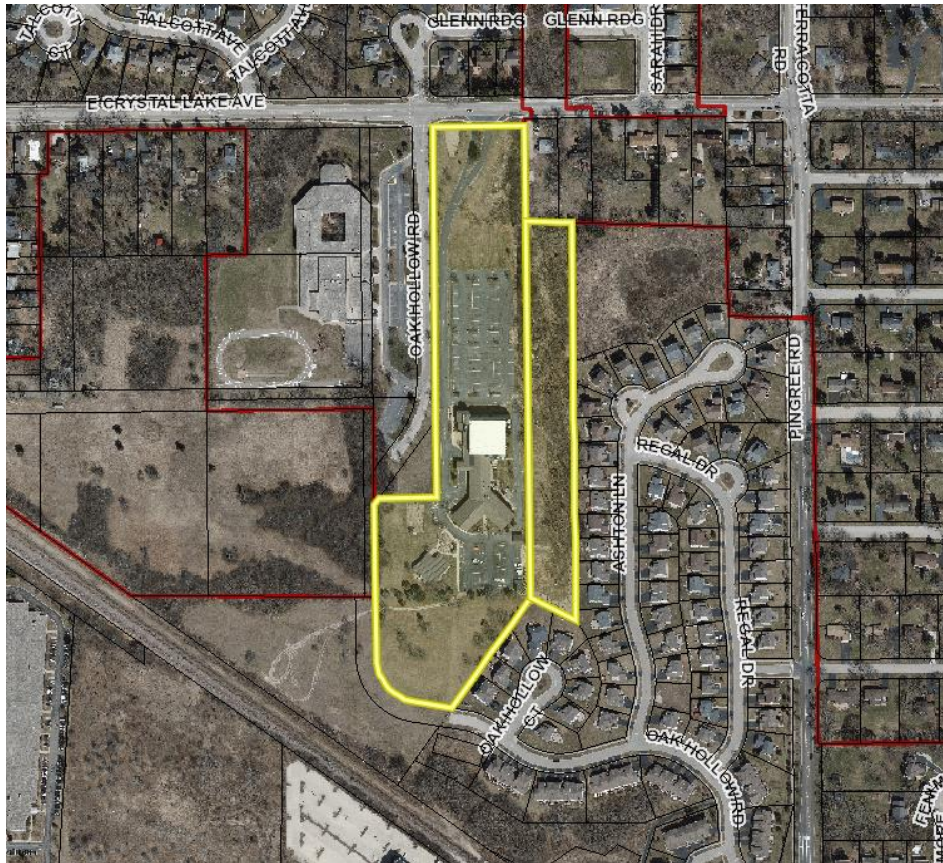
If the request is approved, the following conditions are recommended:

- 1) Provide fully detailed plans. Provide occupant load, seating layout, type of seating, show aisles and width dimensions (minimum width of 44 inches), exit locations and exit dimensions, detailed electric power and lighting, exit sign locations, emergency lights, fire extinguisher locations, and anchor methods.
- 2) The maximum-use period for this time of temporary structure cannot exceed 180 days within a 12-month period, per the Fire Code.
- 3) The tent must not be located within 20 feet of any building, lot line, parked vehicles, or internal combustion engines.
- 4) The access drive around the building must be maintained and the sprinkler fire department connection must remain fully accessible.
- 5) A weather-monitoring person is required during the events and an emergency plan instituted in the event of severe weather.

The applicant has been made aware of these recommended conditions and advised to attend the June 16, 2020 City Council meeting to answer any questions.

Votes Required to Pass: Simple majority vote.

PLN-2020-00064 EVANGELICAL FREE CHURCH OF CRYSTAL LAKE TENT SERVICE – SPECIAL EVENT PERMIT





Agenda Item No: 12

**City Council
Agenda Supplement**

Meeting Date:

June 16, 2020

Item:

ANNEXATION PUBLIC HEARING

REPORT OF THE PLANNING & ZONING COMMISSION

Request:

1. Preliminary and Final Planned Unit Development (PUD) for a 280-unit residential apartment development and Preliminary and Final Plat of Subdivision for a two-lot subdivision.
2. An Annexation Agreement Amendment to allow for a 280-unit residential apartment development and 320 townhomes on the remainder of the original Lutter Center Property.

Petitioner:

Joe Gottemoller, attorney
Eric Thom, Continental Properties
1120 Central Park Drive

Recommendation:

1. To approve an Amendment to the Annexation Agreement to allow a 280-unit residential apartment development and 320-unit townhome development at the residential portion of the Lutter Center Property.
2. To approve the PZC recommendation and adopt an Ordinance for a Preliminary and Final Planned Unit Development for a 280-unit residential apartment development and Preliminary and Final Plat of Subdivision for a two-lot subdivision at 1120 Central Park Drive.

Staff Contact:

Michelle Rentzsch, Director of Community Development
Katie Cowlin, Assistant City Planner

Background:

- The proposed development is located at the southern portion of the multi-family area of the original Lutter Center PUD.
- The property was previously granted Preliminary PUD for 600 townhome units on the full 67 acres. This approval was also granted through an annexation agreement, which is valid through 2025.
- The petitioner is proposing a 280-unit apartment development and the remainder of the property would be allotted 320 townhome units.

Request:

- Preliminary and Final PUD for a 280-unit apartment development,
- Preliminary and Final Plat of Subdivision to create two lots, and
- Variations to allow:
 - A net density of 15.4 dwelling units per acre,
 - 539 parking spaces, a variation of 7 spaces,
 - A freestanding sign that is 6 feet in height and 33 square feet in area, and
 - Three 20 square-foot wall signs for the clubhouse.
- An Annexation Agreement Amendment to allow the proposed development and limit the future development on Lot 2 (northern lot) to 320 townhome units.

Key Points:

- The current Comprehensive Plan land use designation is High Density Residential. This is the appropriate land use designation for an apartment development.
- The proposed development would consist of 14 two-story apartment buildings. The buildings have 20 units in each building. There would be a total of 280 apartment units.
- The development complies with the setback requirements of the R-3B zoning district.
- The buildings have a 50-foot setback from the eastern property line and southern property line.
- The proposed net density is 15.4 dwelling units per acre for the apartment community. The R-3B zoning district allows for 9 dwelling units per acre. A PUD variation is being requested.
- The existing tree line will remain with minimal tree removal. The petitioner will remove dead or dying trees and proposes adding canopy and ornamental trees.
- The petitioner is providing a landscape buffer that is approximately 30 feet wide along the east and south property lines. The UDO does not require a landscape buffer between multi-family and attached single-family residential properties.

PZC Highlights:

- The petitioner agreed with the recommended conditions of approval except for condition two regarding signage.
- The Cary neighbors wanted to verify the existing tree line would remain and the new development would be screened. The petitioner verified the existing tree line would remain and where trees have to be removed, new plantings would be installed.
- A neighbor from the Monticello Subdivision had no issues with the proposal and liked the concept that a lower density development would abut the single-family subdivision.

- The PZC expressed concern about safety at the Central Park and Lutter Drive intersection and directed staff to explore options to improve safety. *Since the meeting, staff has requested the addition of a speed limit sign for eastbound and westbound traffic on Central Park Drive and for the trees along Central Park Drive to be trimmed to increase visibility. A traffic signal is being explored for the intersection as well.*
- The PZC stated that the Findings of Fact had been met.

The PZC recommended **approval (5-0)** of the petitioner’s request with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
 - A. Application (Continental Properties, dated 05/04/2020, received 05/12/2020)
 - B. Final Plat of Subdivision (Manhard Consulting Ltd, dated 05/04/2020, received 05/12/2020)
 - C. Site Plan (Manhard Consulting Ltd, dated 05/04/2020, received 05/12/2020)
 - D. Engineering Plan (Manhard Consulting Ltd, dated 05/04/2020, received 05/12/2020)
 - E. Sign Plan (Sign Systems Inc, dated 04/30/2020, received 05/12/2020)
 - F. Landscape Plan (Manhard Consulting Ltd, dated 05/04/2020, received 05/12/2020)
 - G. Elevations (Continental Properties, received 05/12/2020)
 - H. Lighting Plan (Excel, dated 05/06/2020, received 05/12/2020)
 - I. Tree Survey (Manhard Consulting Ltd, dated 05/06/2020, received 05/12/2020)
 - J. Traffic Study (Sam Schwartz, dated 05/01/2020)
2. ~~The freestanding sign must meet the UDO standards of 16 square feet in size and four feet in height. (Removed by PZC)~~
3. Add evergreen tree species to the common areas and perimeter buffer area along the eastern property line.
4. Work with staff to finalize easement locations for municipal utilities.
5. Emergency Access Route.
 - A. The Owners shall prepare and submit a proposed emergency access roadway for review and approval by city staff. The approved emergency access roadway shall be installed prior to the issuance of the 201st certificate of occupancy.
 - B. The temporary access can be constructed with a temporary material such as RAP (reclaimed asphalt pavement) as the access will be removed when Central Park Drive is extended/completed. Work with staff to determine an appropriate material.
6. Traffic/Future Roadway Improvements.
 - A. The petitioner must contribute their proportionate fair share of the construction costs for the improvements to Central Park Drive/ Lutter Drive and Route 31/Rakow Road/Central Park Drive based on the projected traffic volume increase for the proposed development as determined by the traffic impact study dated 05 May 2020 by Sam Schwartz. Said contributions are 12.4% and 3%, respectively.

B. The petitioner shall provide a Letter of Credit, Bond or Escrow payment for its share of the above mentioned improvements. Cost participation for off-site improvements will be calculated once a cost estimate has been provided based on the recommendation of the City's traffic engineering consultant as approved by the City's Director of Public Works. In the event that the final cost sharing amount is not determined prior to the time the petitioner is issued a building permit for the site, the petitioner shall provide a Letter of Credit, Bond or Escrow payment in an amount reasonably estimated by the Director of Public Works, by the issuance of a certificate of occupancy for any building on the site. Notwithstanding the foregoing, in the event that the petitioner executes an agreement (which shall be in a form reasonably satisfactory to the Director of Public Works and the City Attorney) to be recorded against the site that ensures the payment of the final cost-sharing amount by the petitioner or petitioner's successor in ownership, the requirement for a Letter of Credit, Bond or Escrow payment shall be waived.

C. Staff is to explore opportunities to improve the operation and safety at the Central Park and Lutter intersection based on the existing concerns identified in the traffic study. (Added by PZC)

7. The petitioner shall address all of the review comments and requirements of the Community Development, Public Works, Police and Fire Rescue Departments, as well as the City's stormwater consultant, Christopher B. Burke Engineering.

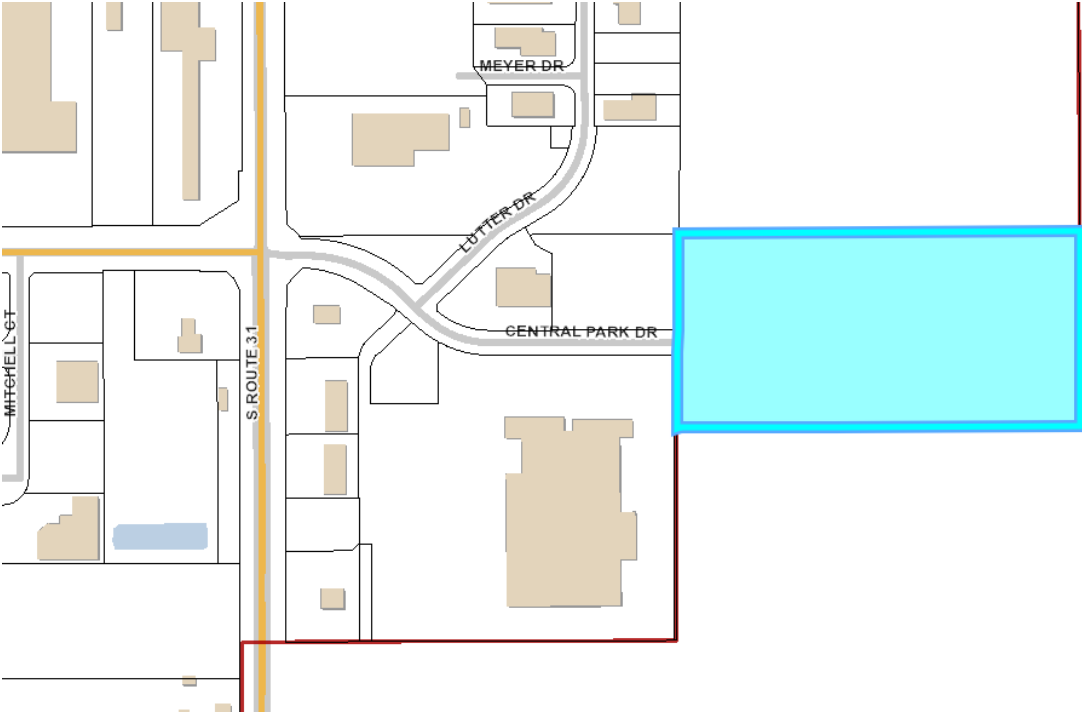
8. The northern lot line of Lot 1 may shift north by approximately 11 feet to accommodate a proposed berm. (Added due to proposed landscape berm)

The Lutter Center Annexation Agreement stated that the residential parcel would be developed with 600 townhome units. The proposed Amendment to the Annexation Agreement would allow for the 280-unit apartment development and 320 townhome units. The Amendment also allows for the temporary fire access roadway until Central Park Drive is fully improved. The Amendment to the Annexation Agreement has been reviewed by the petitioner and the city's legal counsel.

Votes Required to Pass:

A simple majority for the Preliminary/Final PUD and Plat and a super majority for the Annexation Agreement Amendment.

PLN-2020-00034 THE SPRINGS – PRELIMINARY-FINAL PUD



DRAFT

Ord. No. 7511
File No. 115



The City of Crystal Lake Illinois

**AN ORDINANCE AUTHORIZING THE EXECUTION
OF AN ANNEXATION AGREEMENT AMENDMENT**

WHEREAS, CHICAGO TITLE LAND TRUST COMPANY as Trustee of a Trust Agreement dated April 30, 2017, and known as Trust Number 8002364049 and CONTINENTAL 544 FUND LLC (hereinafter, “the Owner”) is the record title owner of a certain tract of land located in Algonquin Township in Crystal Lake, Illinois, and legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the “Subject Property”); and

WHEREAS, there are no electors residing on the subject property; and

WHEREAS, the Subject Property consists of approximately 67 acres; and

WHEREAS, the Subject Property was previously annexed to the corporate limits of the City;

and

WHEREAS, pursuant to the provisions of Section 11-15.1-1 *et seq.* of the Illinois Municipal Code, a proposed annexation agreement amendment, in substance and form substantially the same as the agreement attached hereto as Exhibit B, was submitted to the Corporate Authorities of the City of Crystal Lake and, pursuant to notice published in the Northwest Herald on May 30, 2020, as provided by statute, a public hearing was held thereon by the Corporate Authorities commencing on June 16, 2020.

WHEREAS, the Mayor and City Council of the City of Crystal Lake have found and determined that it is in the best interests of the City that an annexation agreement amendment with the Owner be approved and the execution and attestation of such agreement be authorized;

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

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

SECTION II: That the Mayor be and he is hereby authorized and directed to execute, and the City Clerk is directed to attest, the Annexation Agreement Amendment, a copy of which is attached hereto and made a part hereof as Exhibit B.

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

AYES:

NAYS:

ABSENT:

PASSED this 16th day of June, 2020.

APPROVED by me this 16th day of June, 2020.

City of Crystal Lake, an
Illinois municipal corporation

Haig Haleblian, Acting Mayor

Ord. No. ...
File No. ..

SEAL

ATTEST:

Nick Kachiroubas, City Clerk

Passed: June 16, 2020

Approved: June 16, 2020

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 10 AND THE NORTHEAST QUARTER OF SECTION 15, BOTH IN TOWNSHIP 43 NORTH RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF MONTICELLO SUBDIVISION UNIT 2, RECORDED JULY 13, 1988 AS DOCUMENT NUMBER 88R021123; THENCE SOUTH 00 DEGREES 18 MINUTES 26 SECONDS EAST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 1,709.66 FEET, TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS EAST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 633.85 FEET, TO A CORNER IN THE NORTHERLY LINE OF CAMBRIA – UNIT 11 SUBDIVISION, RECORDED OCTOBER 12, 2001 AS DOCUMENT NUMBER 2001R0076599; THENCE SOUTH 89 DEGREES 45 MINUTES 53 SECONDS WEST, ALONG A LINE NORTH LINE OF SAID CAMBRIA SUBDIVISION, 1,291.58 FEET, TO THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF LUTTER INDUSTRIAL PARK, RECORDED JULY 17, 1985 AS DOCUMENT NUMBER 912463; THENCE NORTH 00 DEGREES 01 MINUTES 01 SECONDS WEST, ALONG SAID SOUTHERLY EXTENSION AND SAID EASTERLY LINE AND THE NORTHERLY EXTENSION OF SAID LINE 2,282.34 FEET, TO THE INTERSECTION WITH A WESTERLY EXTENSION OF A SOUTHERLY LINE OF SAID MONTICELLO SUBDIVISION UNIT 2; THENCE EASTERLY ALONG THE SOUTHERLY LINES OF SAID MONTICELLO SUBDIVISION UNIT 2 AND IT'S WESTERLY EXTENSION THROUGH THE FOLLOWING DESCRIBED 3 COURSES; THENCE SOUTH 85 DEGREES 15 MINUTES 09 SECONDS EAST, 509.98 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 37 SECONDS EAST, 304.91 FEET; THENCE NORTH 78 DEGREES 25 MINUTES 46 SECONDS EAST, 479.62 FEET, TO THE POINT OF BEGINNING.

AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SAID SOUTHEAST CORNER OF MONTICELLO SUBDIVISION UNIT 2, RECORDED JULY 13, 1988 AS DOCUMENT NUMBER 88R021123; THENCE SOUTH 00 DEGREES 18 MINUTES 26 SECONDS EAST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1652.176 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 00 DEGREES 18 MINUTES 26 SECONDS EAST, ALONG SAID EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 57.48 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 00 DEGREES 01 MINUTES 41 SECONDS EAST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 633.85 FEET, TO A CORNER IN THE NORTHERLY LINE OF CAMBRIA – UNIT 11 SUBDIVISION, RECORDED OCTOBER 12, 2001 AS DOCUMENT NUMBER 2001R0076599; THENCE SOUTH 89 DEGREES 45 MINUTES 53 SECONDS WEST, ALONG SAID NORTH LINE OF SAID CAMBRIA SUBDIVISION, A DISTANCE OF 1291.58 FEET TO THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF LUTTER INDUSTRIAL PARK, RECORDED JULY 17, 1985 AS DOCUMENT NUMBER 912463, ALSO BEING NORTHEASTERLY LINE OF LUTTER CENTER SUBDIVISION RECORDED AS DOCUMENT NUMBER 2007R0008220; THENCE NORTH 00 DEGREES 01 MINUTES 01 SECONDS WEST, ALONG SAID SOUTHERLY EXTENSION AND SAID NORTHEASTERLY LINE A DISTANCE OF 322.81 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 42 SECONDS EAST, A DISTANCE OF 1.61 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, ALONG A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 90.00 FEET, AN ARC DISTANCE OF 81.17 FEET, A CHORD BEARING NORTH 64 DEGREES 01 MINUTES 23 SECONDS EAST, AND A CHORD DISTANCE OF 78.45 FEET TO A POINT OF TANGENCY; THENCE NORTH 38 DEGREES 11 MINUTES 04 SECONDS EAST, A DISTANCE OF 307.39 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, ALONG A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 86.92 FEET, A CHORD BEARING NORTH 17 DEGREES 26 MINUTES 00 SECONDS EAST, AND A CHORD DISTANCE OF 85.03 FEET TO A POINT OF TANGENCY; THENCE NORTH 03 DEGREES 19 MINUTES 04 SECONDS WEST, A DISTANCE OF 12.62 FEET TO THE LINE 691.33 FEET NORTH AND PARALLEL WITH THE SAID NORTH LINE OF SAID CAMBRIA – UNIT 11 SUBDIVISION; THENCE NORTH 89 DEGREES 45 MINUTES 53 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 1004.15 FEET TO THE POINT OF BEGINNING, ALL IN MCHENRY COUNTY, ILLINOIS.

PIN No: 19-10-476-011 & 19-15-200-011
Common Address: 1120 Central Park Drive

Ord. No. ...
File No. ..

EXHIBIT B
ANNEXATION AGREEMENT AMENDMENT

**THIS INSTRUMENT HAS BEEN
PREPARED BY, AND AFTER
RECORDING PLEASE RETURN TO:**

Betsy Gates-Alford
Filippini Law Firm LLP
990 Grove Street, Suite 220
Evanston, IL 60201
(312) 300-6549
betsy.gates@filippinilawfirm.com

PINS: See **Exhibit "A"** attached hereto

**FIRST AMENDMENT TO ANNEXATION AGREEMENT
AND PLANNED DEVELOPMENT AGREEMENT
FOR A PORTION OF THE LUTTER CENTER PROPERTY
(GENERALLY LOCATED ALONG CENTRAL PARK DRIVE EAST OF ROUTE 31)**

THIS FIRST AMENDMENT TO ANNEXATION AGREEMENT AND PLANNED DEVELOPMENT AGREEMENT FOR A PORTION OF THE LUTTER CENTER PROPERTY ("**Amended Agreement**") is made as of _____, 2020 (the **Effective Date**), by, between and among the **CITY OF CRYSTAL LAKE**, a home rule Illinois municipal corporation ("**City**"), **CHICAGO TITLE LAND TRUST COMPANY** as Trustee of a Trust Agreement dated April 30, 2017, and known as Trust Number 8002364049 ("**Owner**") and **CONTINENTAL 544 FUND LLC**, a Delaware limited liability company (the "**Developer**"). The City, Owner and Developer are hereinafter sometimes individually referred to as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. The City and Lutter Center, LLC, an Illinois limited liability company ("**Original Developer**") previously entered into an Annexation Agreement dated March 15, 2005 ("**Original Annexation Agreement**") relating to certain property as legally described therein (the "**Whole Property**"), which Whole Property consists of approximately 123 acres generally situated along Central Park Drive east of Illinois Route 31. The Original Annexation Agreement, which was approved by the City's adoption of City Ordinance No. 5915 on March 15, 2005. Thereafter, the Whole Property was duly annexed into the City.

B. The Original Annexation Agreement established terms and conditions for the rezoning of approximately 55.88 acres of the Whole Property (the "**Commercial Parcel**") into the City's "B-3" Planned Business zoning district and the development of such Commercial Parcel for retail and commercial purposes.

C. The Original Annexation Agreement also established terms and conditions for the rezoning of approximately 67.13 acres of the Whole Property (the "**Residential Parcel**") into the City's "R-3B PUD" Attached Residence Plan Unit Development zoning district and the development of such Residential Parcel with not more than 600 townhomes. The Residential Parcel is legally described in **Exhibit A** hereto.

D. The City, pursuant to the Original Annexation Agreement and the City's Unified Development Ordinance ("**UDO**"): (1) rezoned the Commercial Parcel B-3 Planned Business district; (2) rezoned the Residential Parcel to the R-3B PUD District; and (3) approved special use permits, preliminary planned unit development ("**PUD**") plans, and certain zoning variations for the development of Whole Property in accordance with the Original Annexation Agreement, all by the adoption of City Ordinance No. 5917 dated March 15, 2005 ("**Original PUD Ordinance**").

E. The Commercial Parcel has since been developed with various commercial buildings and related improvements, consistent with the Original Annexation Agreement. The Residential Parcel has not been developed as contemplated by the Original Annexation Agreement and is currently vacant.

F. Owner(s) is the current record owner of the Residential Parcel as the successor in title to the Original Developer. The Original Developer no longer has any ownership interest in the Residential Parcel.

G. Developer is the contract purchaser and prospective developer of the southern approximately 18.15 acres of the Residential Parcel (the "**Phase I Parcel**").

H. Owner and Developer desire to develop the Residential Parcel in two phases, but in a manner to ensure that the two phases of development will be in conformity with the overall density for the Residential Parcel as contemplated in the Original Annexation Agreement, to-wit: (1) development of the Phase I Parcel with a multi-building apartment development containing not more than 280 individual apartment dwelling units in total, together with related public and private improvements including surface and garage parking, a clubhouse, common open space, landscaping, and utilities ("**Phase I**"); and (2) development of the northern approximately 48.98 acres of the Residential Parcel (the "**Phase II Parcel**") with not to exceed 320 townhome dwelling units, together with related public and private improvements (the "**Phase II**"). Phase I and Phase II are referred to herein collectively as the "**Development.**"

I. Developer and Owner desire to complete Phase I of the Development, and Owner desires to complete Phase II of the Development, all in accordance with the provisions of the Original Annexation Agreement as amended by this Agreement, the UDO, this Agreement, and other Requirements of Law, as defined herein.

J. In furtherance thereof, Owner has submitted to the City an amended request for the Residential Parcel (the "**Amended PUD Plan**"), a copy of which is attached hereto as **Exhibit B**;

K. In furtherance of Developer's construction of Phase I, Owner and Developer have submitted the following additional plans and materials:

1. The Springs: General Development Plan, consisting of one sheet being Sheet 9, prepared by Manhard Consulting Ltd., dated 4 May 2020 (the "**Phase I Site Plan**");
2. A Portion of Lutter Center: Zoning Parcels Exhibit [undated] (the "**Parcel Map**");
3. The Springs Preliminary and Final Engineering Plans, consisting of 38 sheets, prepared by Manhard Consulting Ltd., dated 4 May 2020, plus the following additional documents: (a) Overall Stormwater Management Report dated April 2020; (b) Traffic Impact Study, by Sam Schwartz, dated 1 May 2020; all subject

to modification in accordance with the 20 May 2020 review letter from the City of Crystal Lake Engineering Division and Christopher Burke Engineering captioned "City of Crystal Lake Engineering Division Plan Review" consisting of 47 pages (the "**Phase I Engineering Plan**");

4. The Springs Landscape Plan, consisting of nine sheets being labeled Sheets L-01, L-02, L-04 through L-09 prepared by Manhard Consulting Ltd. dated 4 May 2020; all subject to modification in accordance with the 20 May 2020 plan review from the City of Crystal Lake Planning & Economic Development Division captioned "Planning Review" consisting of 9 pages (the "**Phase I Landscape Plan**");
5. The Springs Final Plat of Subdivision prepared by Manhard Consulting Ltd., consists of 3 pages, and bears a most recent revision date of April 28, 2020 ("**Phase I Plat of Subdivision**");
6. The Springs Elevations, consisting of 15 pages labeled Apartments B20E prepared by Continental Properties;
7. The Springs Sign Plan, consisting of four pages prepared by Sign Systems Inc. dated April 30, 2020.

(collectively, the "**Phase I Final PUD Plans**," copies of which are attached hereto as **Exhibit C**).

L. In conjunction with Phase I, Owner and Developer also desire to facilitate completion of certain off-site roadway improvements by the City at the intersection of Central Park Drive and Lutter Drive and at the intersection of Central Park Drive/James R. Rakow Road and Illinois Route 31 in accordance with a traffic impact study dated 5 May 2020 and prepared by Sam Schwartz, a copy of which is attached hereto as **Exhibit D** (the "**Off-Site Intersection Improvements**").

M. On June 3, 2020 the City's Planning and Zoning Commission, after giving all notices required by law, held a public hearing on the Developer's application for: (i) an amendment to the Original PUD Ordinance with respect to the development of the Residential Parcel; (ii) approval of the Amended Preliminary and final PUD approval for Phase I consistent with the Phase I Final PUD Plans.

N. The City, Owner, and Developer have reached agreement on certain terms pertaining to the Owner and Developer's construction of Phase I and the Off-Site Intersection Improvements and Owner's construction of Phase II, and the Parties wish to confirm those terms by: (i) amending certain provisions of the Original Annexation Agreement that apply exclusively to the Residential Parcel, as set forth in Title I of this Agreement; and (ii) entering into a further agreement to set forth additional terms relating to the development of the Residential Parcel, as set forth in Title II of this Agreement.

O. On June 16, 2020, after giving due notice of and conducting the legally required public hearing on the amendments to the Original Annexation Agreement set forth in Title I of this Agreement, the Corporate Authorities, by a two-thirds vote of the Corporate Authorities then holding office, approved the form of this Agreement and authorized and directed the Mayor and City Clerk to execute it in a final form approved by the City Attorney.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and agreements set forth herein, and pursuant to the City's home rule authority and the provisions of Section 11-15.1-1 *et seq.* of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 *et seq.*), the Parties agree as follows:

RECITALS

The Parties hereby confirm the truth and accuracy of the foregoing recitals and incorporate them into this Agreement as if restated in their entirety.

TITLE I

AMENDMENT TO ORIGINAL ANNEXATION AGREEMENT

The Original Annexation Agreement is hereby amended in part, as set forth in this Title I. The amendments set forth in this Title I are intended, and shall be construed, to apply exclusively to the Residential Parcel (identified in the Original Annexation Agreement as "Parcel 2" or the "townhome property"), the Owner of the Residential Parcel, and the Owner's successors and assigns in title and interest thereto.

A. Amendment to Section 4. Section 4 of the Original Annexation Agreement is hereby amended in part and shall hereafter be and read as follows:

4. The City agrees immediately upon execution of this Agreement to enact an ordinance classifying the Subject Property as follows:

Parcel 1 will be classified as B-3 Planned Business District, including approval of the following uses: gasoline service station, outdoor storage, internally illuminated signage adjacent to a residential district as shown with the Big Box Retail Center; and a drive through shall be allowed on the Big Box Retail Center pursuant to the PUD and Special Use Permit approval process. In addition, a drive through shall be allowed on all lots, subject to the PUD process.

A. The City agrees to issue the following Variances for Parcel 1:

1. To allow parking within ten (10) feet of the future IDOT approved Route 31 right- of-way;
2. To increase the maximum light pole height to forty-two (42) feet versus the required maximum of thirty-five (35) feet only on Lot 1.
3. 4.4-1 from the required lot area of 80,000 feet in the B-3 Planned Business District to allow a minimum of 67,500 square feet.
4. 4.4-10 from the maximum building height of 25 feet to allow 36 feet for Lot 1.
5. 5.3-3.5 from the required parking lot setback of 80 feet along Rakow Road extended to allow a minimum of 35 feet for Lot 1.
6. 5.3-3.6(E) from the requirement for landscaping the interior of a parking lot for Lot 1.
7. Subdivision Variation from Sections:
 - a) 3.4-2 from the required collector road design except as required by the Traffic Impact Study dated February 10, 2005.

- b) 3.7-3 in order to defer the subdivision requirement to bury existing overhead utility lines until an area wide program; However if developer undertakes the burial he is not responsible for the upgrading of any duct package but only the burial of existing lines.

Parcel 2 will be classified as R-3b PUD Attached Residence Plan Unit Development District and developed with preliminary planned unit development for ~~town homes with 600 units~~ **not more than 280 apartment units on the southern approximately 18.15 acres of Parcel 2 and not more than 320 market-rate townhome units on the northern approximately 48.98 acres of Parcel 2.**

B. The City agrees to issue the following variances for Parcel 2:

- 1. 4.4-3 from the required front yard setback of 30 feet to allow 20 feet along the private roadways.
- 2. 4.4-6 from the required yard abutting street setback of 30 feet to allow less.
- 3. 4.9-2.18 from the maximum encroachment of 4 feet for non-enclosed steps, stairs, patios and decks attached to a principal structure to allow an 8 foot encroachment.
- 4. 6.5-10 from the various standards for PUDs.
- 5. 6.5-10.4(J) from the maximum net density of 8.43 units/acre to allow 600 units.
- 6. 6.5-10.5(9) from the Growth Management Plan requirement for a minimum buildout of 6.6 years to allow 4 year buildout.
- 7. Subdivision Variation from Sections
 - a) 3.4-2 from the required collector road design except as required by the Traffic Impact Study dated February 10, 2005.

In addition, the following PUD variations required for Phase I:

- 1. Article 3-200(A)(6) Maximum Net Density (DU/Acre) of 9DU/acre to allow 15.4DU/acre.
- 2. Article 4-200(D)(4) Minimum number of spaces required of 546 spaces to allow 539 spaces (includes 31 land banked spaces).
- 3. Article 4-1000(D)(2) Signs to allow a freestanding sign that is 6 feet in height and 33 square feet in area, a variation of 2 feet and 17 square feet and three 20 square-foot wall signs at the clubhouse.

* * *

B. Amendment to Section 5. Section 5 of the Original Annexation Agreement is hereby amended in part and shall hereafter be and read as follows:

PRELIMINARY AND FINAL PLATS OF SUBDIVISION AND PLANNED UNIT DEVELOPMENTS.

The City hereby approves the preliminary plat and preliminary planned unit development site plans, engineering plans, storm water management plans, and landscape plans, including the following:

- A. Preliminary Plat of Subdivision - Unit 1 (Manhard, dated 1/6/05, received 1/7 /05).
- B. Preliminary Plat of Subdivision - Unit 2 (Manhard, dated 1/6/05, received 1/7 /05).
- C. Tree Classification Survey (received 1 /7/05).
- D. Overall Site Plan (Manhard, dated 1/5/05, received 1/7/05).
- E. Wal-Mart Site Plan (Atwell-Hicks, dated 1/7/05, received 1/7/05).
- F. 16-unit Condominium Elevations/Plans (Centex, received 1/7/05).
- G. 6-unit 2-car Townhome Elevations/Plans (Centex, received 1/24/05).
- H. 6-unit 1-car Townhome Elevations/Plans (Centex, received 1/7/05).
- I. 4-unit 2-car Townhome Elevations/Plans (Centex, received 1/31/05).
- J. Wal-Mart building elevations and building signage (BRR Architects, dated 1/25/05, received 1/26/05).
- K. Centex freestanding sign elevations (received 1/24/05).
- L. Townhome covenants (received 1/12/05).
- M. Condominium covenants (received 1/12/05).

(collectively, the “2005 Plans”). ~~These plans~~ **The 2005 Plans** shall be modified to include City Council conditions.

Immediately after the approval and execution of the First Amendment to this Annexation Agreement, the City agrees to take all steps necessary to adopt a valid and binding ordinance amending the City’s approval of the 2005 Plans by supplementing and modifying them to include the following (collectively, the “2020 Plans”):

- A. **Amended PUD request bearing a most recent revision date of June 10, 2020;**
- B. **The Springs: General Development Plan, consisting of one sheet being Sheet 9, prepared by Manhard Consulting Ltd., dated 4 May 2020;**
- C. **A Portion of Lutter Center: Zoning Parcels Exhibit [undated];**
- D. **The Springs Preliminary and Final Engineering Plans, consisting of 38 sheets, prepared by Manhard Consulting Ltd., dated 4 May 2020, plus the following additional documents: (a) Overall Stormwater Management Report dated April 2020; (b) Traffic Impact Study, by Sam Schwartz, dated 1 May 2020; all subject to modification in accordance with the 20 May 2020 review letter from the City of Crystal Lake Engineering Division and Christopher Burke Engineering captioned “City of Crystal Lake Engineering Division Plan Review” consisting of 4 pages;**
- E. **The Springs Landscape Plan, consisting of nine sheets being labeled Sheets L-01, L-02, L-04 through L-09 prepared by Manhard Consulting Ltd. dated 4 May 2020; all subject to modification in accordance with**

therecommended conditions found in the City Council summary report dated June 16, 2020;

- F. The Springs Final Plat of Subdivision prepared by Manhard Consulting Ltd., consists of 3 pages, and bears a most recent revision date of April 28, 2020;
- G. The Springs Elevations, consisting of 15 pages labeled Apartments B20E prepared by Continental Properties;
- H. The Springs Sign Plan, consisting of four pages prepared by Sign Systems Inc. dated April 30, 2020.

In the case of conflict between the 2005 Plans and the 2020 Plans, the 2005 Plans shall control with respect to Parcel 1, and the 2020 Plans shall control with respect to Parcel 2.

* * *

C. **Amendment to Section 13.** Section 13 of the Original Annexation Agreement is hereby amended in part and shall hereafter be and read as follows:

13. Park and School Donations: No park or school donations (whether in cash or in kind) shall be required by reason of the annexation of the commercial portion of the Subject Property. ~~The townhome property~~ **The Parcel 2 Owner(s)** shall be required to pay cash donations in lieu of land donations for such school and park donations required at the time of building permit issuance pursuant to City ordinances then in effect. **Neither the Owners nor the Developer** shall not be required to pay any transition fees for the school districts during the life of this agreement.

D. **Term of Title I.** This Title I shall be in full force and effect upon the Effective Date of this Agreement and shall continue for the term specified in Section 22.I of the Original Annexation Agreement.

TITLE II

DEVELOPMENT AGREEMENT FOR THE RESIDENTIAL PARCEL

SECTION 1. DEFINITIONS. In addition to the definitions set forth in the recitals, which are incorporated herein, the following terms shall have the following meanings when used in this Agreement:

“Annexation Agreement”: The Original Annexation Agreement, as amended.

“Applicable City Codes and Ordinances”: The City Code, Unified Development Ordinance, Building Code, and all other codes and ordinances adopted by the City, as amended from time-to-time.

“Building Code”: Chapter 187, entitled “Building Code,” of the City Code, as the same has been and may, from time to time hereafter, be amended.

“Corporate Authorities”: The Mayor and City Council of the City.

“Final Engineering Plan”: The final engineering plan for development of the Residential Parcel, or any individual phase thereof, that receives the approval of the Corporate Authorities pursuant to Section 2 of this Agreement and in accordance with the Requirements of Law. Upon such approval, said Final Engineering Plan shall, automatically and without further action by the Corporate Authorities, be deemed to be incorporated in, and made a part of, this Agreement and shall, for all purposes in this Agreement, supersede the Phase I Engineering Plans and/or the Amended Preliminary PUD Plan, as applicable, and any other engineering plans previously submitted for consideration or conceptual approvals for the same portion of the Residential Parcel.

“Final Landscaping Plan”: The landscaping plan for development of the Residential Parcel, or any individual phase thereof, that receives the approval of the Corporate Authorities pursuant to Section 2 of this Agreement and in accordance with the Requirements of Law. Upon such approval, said Final Landscaping Plan shall, automatically and without further action by the Corporate Authorities, be deemed to be incorporated in, and made a part of, this Agreement and shall, for all purposes in this Agreement, supersede the Phase I Landscape Plan and/ or Amended Preliminary PUD Plan, as applicable, and any other landscaping plans previously submitted for consideration or conceptual approvals for the same portion of the Residential Parcel.

“Final PUD Plans”: The final planned unit development plans for development of the Residential Parcel, or any individual phase thereof, that receive the approval of the Corporate Authorities pursuant to Section 2 of this Agreement and in accordance with the Requirements of Law. Upon such approval, said Final PUD Plans shall, automatically and without further action by the Corporate Authorities, be deemed to be incorporated in, and made a part of, this Agreement and shall, for all purposes in this Agreement, supersede the Phase I Final PUD Plans and/or the Amended Preliminary PUD Plan, as applicable, and any other PUD plans previously submitted for consideration or conceptual approvals for the same portion of the Phase I Parcel.

“Final PUD Plat”: The final planned unit development plat for development of the Residential Parcel, or any individual phase thereof, that receives the approval of the Corporate Authorities pursuant to Section 2 of this Agreement and in accordance with the Requirements of Law. Upon such approval, said Final PUD Plat shall, automatically and without further action by the Corporate Authorities, be deemed to be incorporated in, and made a part of, this Agreement and shall, for all purposes in this Agreement, supersede the Phase I Site Plan and/or the Amended Preliminary PUD Plan, as applicable, and any other PUD plat previously submitted for consideration or conceptual approvals for the same portion of the Residential Parcel.

“Final Subdivision Plat”: The plat of subdivision for the Residential Parcel, or any individual phase thereof, that receives the approval of the Corporate Authorities pursuant to Section 2 of this Agreement and in accordance with the Requirements of Law. Upon such approval, said Final Subdivision Plat shall, automatically and without further action by the Corporate Authorities, be deemed to be incorporated in, and made a part of, this Agreement and shall, for all purposes in this Agreement, supersede the Preliminary Subdivision Plat and any

other subdivision plat previously submitted for consideration or conceptual approvals for the same portion of the Residential Parcel.

“Final Plans”: The approved Final Engineering Plan, Final Landscaping Plan, Final PUD Plans, Final PUD Plat, and Final Subdivision Plat, collectively.

“Force Majeure”: Strikes, lockouts, acts of God, pandemics, or other factors beyond a party’s reasonable control and reasonable ability to remedy; provided, however, that Force Majeure shall not include delays caused by weather conditions, unless such weather conditions are unusually severe or abnormal considering the time of year and the particular location involved.

“Lot”: A lot of record comprising a portion of the Residential Parcel, as depicted on a Final Subdivision Plat.

“Market Rate Townhomes”: Single-family attached townhouse dwelling units (as those terms are defined in the UDO) that are made available based on prevailing market rates for rent and without any restriction regarding resale price or rental adjustment.

“Planning and Zoning Commission”: The Planning and Zoning Commission of the City as established by the City Code, as the same has been and may, from time to time hereafter, be amended.

“Project Improvements”: All of the improvements and facilities that are required or authorized to be made, constructed, or installed in connection with the subdivision and development of the Residential Parcel, which improvements and facilities are (i) generally set forth on the Amended PUD Plan and shall be specifically set forth on the approved Final PUD Plans. The Project Improvements specifically exclude the Off-site Intersection Improvements that will be designed, permitted and constructed solely by the City.

“Requirements of Law”: Applicable City Codes and Ordinances, rules, and regulations, and all applicable laws, statutes, codes, ordinances, resolutions, rules, and regulations of the governments of the United States, the State of Illinois, the County of McHenry, and other governmental bodies having jurisdiction with respect to the Residential Parcel.

“Structural Improvements,” being those Project Improvements consisting of buildings and structures authorized to be constructed on the Residential Parcel, as well as the parking lot areas on the Residential Parcel.

SECTION 2. ZONING OF THE RESIDENTIAL PARCEL.

1. **Approval of Amended Preliminary PUD Plan and Phase I Final PUD Plans.** Immediately after the approval and execution of this Agreement by all parties, the City shall take all steps necessary to adopt a valid and binding ordinance in the form attached hereto as **Exhibit E**: (i) amending the Original PUD Ordinance to grant a special use permit for a planned unit development for the Residential Parcel; (ii) approving the Amended Preliminary PUD Plan for the Residential Parcel; and (iii) approving the Phase I Final PUD Plans and granting final PUD approval for the Phase I Parcel (collectively, the **“PUD Amendment”**). As set forth in the PUD Amendment, the development of the Residential Parcel shall be conditioned on Owner and Developer developing the Phase I Parcel in substantial conformance with the Phase I Final PUD Plans, Owner developing the Phase II Parcel in substantial conformance with the Final PUD Plans for Phase II as defined below, and Owner and Developer developing not more than 600 residential units on the entire Residential Parcel.

2. **Phasing; Submission of Preliminary and Final PUD Plans for Phase II.** The Parties agree that Owner and Developer will complete the Development in two phases: Phase I and Phase II as depicted on the Amended PUD Plan. No portion of the Residential Parcel may be approved as a separate phase or sub-phase of the Development unless the City determines that such phase or subphase can be developed independently. Within the time provided by the UDO, subject to any extensions approved by the City, the Owner shall submit Preliminary and Final PUD Plans (including a Final Engineering Plan, Final Landscaping Plan, Final PUD Plan, Final PUD Plat, and Final Subdivision Plat) for Phase II of the Development.

3. **Approval if Substantially Conform to Amended Preliminary PUD Plan.** After the Final PUD Plans for Phase II have been submitted to the City, the City shall cause them to be promptly reviewed and shall cause such meetings to be conducted as may be necessary to consider approval in the manner provided by the UDO. After the Phase II Final PUD Plans have been reviewed and such meetings have been held, and provided such Final PUD Plans are in substantial conformance with the Preliminary PUD Plan and do not provide for the development of more than 320 Market-Rate Townhomes on the Phase II Parcel (provided further that the Final PUD Plans may, upon the reasonable approval of the City Engineer, be modified to accommodate changes necessary to obtain required permits for utility facilities, wetlands, water facilities, and stormwater detention and drainage improvements and in compliance with all applicable Requirements of Law, but may not be modified to increase the number of dwelling units to be developed on the Phase II parcel above 320 units), then the City shall promptly adopt an ordinance approving the Final PUD Plans for Phase II and directing all required City signatures and certifications to be affixed to the Final Subdivision Plat for Phase II (the "***Phase II Final PUD Ordinance***").

4. **Conditions on Approval of Final PUD Plans.** Notwithstanding the foregoing, the approval of the PUD Amendment and the Phase II Final PUD Ordinance shall be conditioned upon Owner and/or Developer, as applicable,: (A) obtaining all other approvals, sworn statements, signatures, and certifications required for the aforesaid Final Subdivision Plat for each phase of the Development, as applicable; (B) presenting the City with adequate evidence of merchantable fee simple title to the affected portion of the Residential Parcel; (C) reimbursing the City for all of its legal, engineering, consulting, and administrative fees, costs, and expenses relating to the review and approval of the Final PUD Plans for the affected portion of the Residential Parcel or otherwise due in accordance with Section 2 of this Agreement; (D) delivering all performance and other financial security as required by the Annexation Agreement, this Agreement, and the Applicable City Codes and Ordinances for the completion of the improvements identified in said Final PUD Plans; and (E) depositing with the City Clerk a sufficient sum, in current funds, to reimburse the City for the actual cost of recording the PUD Amendment or the Phase II Final PUD Ordinance, as the case may be, and the Final Subdivision Plat for the affected portion of the Residential Parcel; and subject to the further understanding that the City will not affix its signatures and certifications to any approved Final Subdivision Plat until said conditions have been satisfied with respect to each such plat. After final approval, execution, and certification by the City, the City shall promptly cause the PUD Amendment and Final Subdivision Plat for Phase I (or the Phase II Final PUD Ordinance and Final Subdivision Plat for Phase II, as the case may be) to be properly recorded with the McHenry County Recorder of Deeds. The City acknowledges and agrees that a Final PUD Plan, Final PUD Plat, and Final Subdivision Plat for any single phase of the Development may be incorporated into one and the same document.

5. **Covenant Regarding Maximum Development Density.** Owner acknowledges that the Phase I portion of the Development has a substantially higher density than is contemplated for the Residential Parcel as a whole under the Original Annexation Agreement, the Annexation

Agreement as amended, this Agreement, and the longstanding planning and development goals established by the City for the Residential Property. In recognition thereof, and in furtherance of Owner's desire to develop the Phase I Parcel prior to the Phase II Parcel, Owner desires and agrees to record a restrictive covenant against the entire Residential Parcel limiting its development density to not more than 600 residential units in total (the "**Covenant**"), which Covenant shall be in a form reasonably acceptable to the City and recorded prior to recordation of the PUD Amendment or a Final Subdivision Plat for any portion of the Development.

6. **Covenant Regarding a PUD Development Agreement for Phase II.** In order to bind the remaining Phase II property beyond the expiration of the annexation agreement, the Owner of Phase II property and the City agree to review and approve a PUD development agreement with a Preliminary Site Plan for Phase II of the residential development which will allow for the development of no more than 320 units on the remaining residential acreage.

SECTION 3. DEVELOPMENT OF THE PROPERTY.

The Residential Parcel shall be used and developed, except for minor alterations due to final engineering and site work approved by the City Engineer, only pursuant to and in accordance with the following:

- i. the Annexation Agreement;
- ii. this Agreement;
- iii. the Final PUD Plat and Final Subdivision Plat;
- iv. the Final Engineering Plans;
- v. the Final Landscape Plans;
- vi. the PUD Amendment and Phase II Final PUD Ordinance, as applicable;
- vii. all other applicable provisions of the UDO;
- viii. the City Code, including without limitation the Building Code;
- ix. the Covenant; and
- x. the Requirements of Law.

Unless otherwise provided in this Agreement, either specifically or in context, in the event of a conflict between or among any of the plans and documents set forth in this Section, the document that provides the greatest control and protection for the City (as determined by the City) shall control. All of the plans and documents set forth in this Section shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement or the Annexation Agreement either specifically or in context.

SECTION 4. PROJECT IMPROVEMENTS.

A. **Description of Project Improvements.** The Owner and Developer shall, at their sole cost and expense, design, construct, and install all of the Project Improvements on and serving the Residential Parcel that are identified on the Amended Preliminary PUD Plan and in the approved Final PUD Plans for each phase of the Development and in accordance with the following specifications (provided, however, that Developer shall have responsibility only for the aspects of the Development that relate to Phase I):

(i) **Landscaping.** Landscaping on the Residential Parcel shall be installed in substantial conformity with the Final Landscape Plans and shall be subject to City review and approval. The Owner and Developer shall be required to maintain the landscaping on the Residential Parcel in accordance with good arboricultural and landscaping practices. If, for whatever reason, any of the plantings depicted on any approved landscaping plan are removed, destroyed, or otherwise fail to survive two years following (i) the issuance of a certificate of occupancy for the improvements on a particular lot or (ii) initial installation of such plantings, whichever is later, the Owner and Developer shall, not later than the next planting season occurring at least 30 days after the Owner or Developer receives notice from the City, replace such plantings with substitute plantings that substantially conform to the size and type of the original plantings, as depicted on the Final Landscape Plans. For purposes of this Subsection, a “planting season” shall be either the period between 15 April and 15 June or the period between 1 September and 1 November in any calendar year.

(ii) **Screening Along Boundaries.** The Owner and Developer shall install landscape screening along the boundaries of the Phase I Parcel in a manner acceptable to the City at locations specified by, and in substantial accordance, with the approved Phase I Final PUD Plans.

(iii) **Sanitary Sewer.** Sanitary sewer service shall be provided to the Residential Parcel through the City’s public sanitary sewer system. The Owner and Developer shall be responsible for constructing and completing any extensions and facilities necessary to facilitate connection of the Project Improvements to the City’s sanitary sewer system in accordance with the Final Engineering Plans.

(iv) **Water.** Water service shall be provided to the Residential Parcel through the City’s public water system. The Owner and Developer shall be responsible for constructing and completing any extensions and facilities necessary to facilitate connection of the Project Improvements to the City’s water system in accordance with the Final Engineering Plans.

(v) **Roadway Improvements.** All roads within the Development, as well as access improvements to and from the Residential Parcel, shall be constructed and completed in accordance with the Final Engineering Plans.

(vi) **Emergency Access Route.** The Owner and Developer shall construct and complete, at their sole cost and expense, an emergency access roadway in accordance with plans approved by the City (the **“Emergency Access Road”**) as part of the Phase I development. The purpose of the Emergency Access Road shall be to provide a secondary access point and means of emergency ingress and egress from Lutter Drive to the Phase I Parcel until such time as Central Park Drive (including the northern intersection of Central Park Drive and Lutter Drive) is fully improved as part of Phase II. The Emergency Access Road shall extend from the terminus of Central Park Drive at the north lot line of the Phase I Parcel to Lutter Drive either: (i) at the

planned northern connection point of Central Park Drive and Lutter Drive as depicted on the Amended Preliminary PUD Plans, or (ii) at another point on Lutter Drive that is approved by the City. The Emergency Access Road must be installed prior to the issuance of the 201st certificate of occupancy for a residential dwelling unit on the Phase I Parcel and prior to any building permits for the Phase II Parcel. The Owner and Developer shall be responsible for obtaining, at their sole cost and expense, any and all property rights necessary to construct the Emergency Access Road. The Emergency Access Road must be at least 20 feet in width and constructed in a manner, and of materials, that will support the weight of emergency equipment.

B. **Off-Site Intersection Improvements.** Owner and Developer acknowledges that the Off-Site Intersection Improvements to be constructed by the City are necessary to improve the existing intersections of: (i) Central Park Drive and Lutter Drive, and (ii) Illinois Route 31 and James R. Rakow Road/Central Park Drive in order to accommodate the projected traffic volume increase for the proposed Phase I development as determined by the traffic impact study attached hereto as **Exhibit D**. Developer agrees to contribute a pro-rata share of the costs associated with the Off-Site Intersection Improvements. The Developer's pro rata share shall be 12.4% of the total cost of the Intersection Improvements at the intersection of Central Park Drive and Lutter Drive and 3.0% of the total cost of the Intersection Improvements at the intersection of Illinois Route 31 and James R. Rakow Road/Central Park Drive. The Developer shall provide a Letter of Credit, Bond or Escrow payment for its share of the above mentioned improvements. Cost participation for off-site improvements will be calculated once a cost estimate has been provided based on the recommendation of the City's traffic engineering consultant as approved by the City's Director of Public Works. In the event that the final cost sharing amount is not determined prior to the time the petitioner is issued a building permit for the site, the petitioner shall provide a Letter of Credit, Bond or Escrow payment in an amount reasonably estimated by the Director of Public Works, by the issuance of a certificate of occupancy for any building on the site. Notwithstanding the foregoing, in the event that the Developer executes an agreement (which shall be in a form reasonably satisfactory to the Director of Public Works and the City Attorney) to be recorded against the site that ensures the payment of the final cost-sharing amount by the petitioner or petitioner's successor in ownership, the requirement for a Letter of Credit, Bond or Escrow payment shall be waived. The development of the Phase II Parcel will require a separate traffic impact study and a contribution estimate for the off-site intersection improvements relating to Phase II will be the responsibility of the development team of such Phase II.

C. **Construction Hours.** Unless otherwise approved in advance by the City's Director of Community Development, or his or her designee, no exterior construction work shall be permitted to occur on the Residential Parcel before 7:00 a.m. or after 7:00 p.m. on Mondays through Fridays, before 8:00 a.m. or after 6:00 p.m. on Saturdays, or at any time on Sundays and State or federal holidays.

D. **Construction Traffic; Street Maintenance.** The City reserves the right to designate certain prescribed routes of access to the Residential Parcel for construction traffic to provide for the protection of pedestrians and to minimize disruption of traffic and damage to paved street surfaces; provided, however, that such designated routes shall not be unreasonably or unduly circuitous nor unreasonably or unduly hinder or obstruct direct and efficient access to the Residential Parcel for construction traffic.

E. **Street Maintenance.** At all times during the construction of the Project Improvements, and until completion, approval, and, where appropriate, acceptance of the Project Improvements by the City, the Owner (and the Developer with respect to Phase I) shall be responsible for the maintenance of all streets within the Development (including street light systems and street

signage); shall keep all streets routes used for construction traffic free and clear of mud, dirt, debris, obstructions, and hazards; shall repair any damage caused by such construction traffic; and shall ensure that the streets are at all times passable for emergency and other purposes. The City shall not be obligated to keep any street within the Development cleared, plowed, or otherwise maintained unless and until such street has been completed, approved, dedicated to, and accepted by the City in accordance with this Agreement and the UDO or until other arrangements satisfactory to the City, in its sole discretion, shall have been made.

F. **Completion of the Project Improvements.** All Project Improvements shall be completed and made ready for inspection, approval, and, where appropriate, acceptance by the City (or other public body) in accordance with the Final PUD Plans and the construction schedule approved pursuant thereto. The Owner and Developer shall be allowed extensions of time beyond the completion dates set forth in such construction schedule only for unavoidable delay caused by Force Majeure. Owner and Developer shall provide, at their sole cost and expense, all engineering services for the design and construction of the Project Improvements. Owner or Developer shall notify the City Engineer when it believes that any or all of the Project Improvements have been fully and properly completed and shall request final inspection and approval of such Project Improvements by the City. The City shall complete such inspections and, where appropriate, accept dedicated Project Improvements in accordance with the City's UDO and all other Applicable City Codes and Ordinance, unless otherwise provided by the Annexation Agreement.

G. **Issuance of Permits and Certificates.**

- (i) **Performance Security.** The City shall not be required to issue any permits in connection with any Project Improvements or other development activities relating to the Residential Parcel until the Owner or Developer shall have delivered to the City all performance securities required by the Annexation Agreement, this Agreement, and the Applicable City Codes and Ordinances.
- (ii) **Right to Withhold Permits and Certificates.** The City shall have the absolute right to withhold any building permit, final inspection, or certificate of occupancy in connection with the Development at any time the Owner or Developer is in breach of the terms of this Agreement, subject to the City providing written notice of such violation and providing the Owner and/or Developer with an opportunity to cure such violation within 30 days of such notice or such longer period as may be provided therein.
- (iii) **Completion of Improvements.** The City shall have no obligation to issue certificates of occupancy for any dwelling units or other Structural Improvements located on the Residential Parcel until all Project Improvements are completed by the Owner or Developer in accordance with the Final PUD Plans and this Agreement. The issuance of any building permit or certificate of occupancy by the City at any time prior to completion of all the Project Improvements and approval and, where appropriate, acceptance thereof by the City shall not confer on the Owner or Developer any right or entitlement to any other building permit or certificate of occupancy.

H. **Abandonment of Proposed Development.** Subject to Force Majeure, if the Owner and Developer fail to diligently pursue all construction as required in, or permitted by, this Agreement to completion within the time period prescribed in the building permit or permits issued by the City for such construction, and if the building permit or permits are not renewed within three

months after the expiration thereof, the Owner and Developer shall, within 60 days after notice from the City, remove any partially constructed or partially completed Project Improvements from the Residential Parcel and take any other actions necessary in order to secure and/or make safe the Residential Parcel, including the installation of turf or other ground cover to prevent undue run-off from any portion of the Residential Parcel. In the event the Owner or Developer fails or refuses to remove Project Improvements and secure or make safe the Residential Parcel, as required by the preceding sentence, the City shall have, and is hereby granted, in addition to all other rights afforded to the City in this Agreement and by law, the right, at its option, to secure and/or make safe the Residential Parcel, including, if necessary, demolishing and/or removing any unsafe Project Improvements, and the City shall have the right to apply any applicable security or otherwise charge the Owner and Developer for an amount sufficient to defray the entire cost of the work, including reasonable legal and administrative costs. If the amount charged is not paid by the Owner or Developer within 30 days following a demand in writing by the City for payment, the charge, together with interest and costs of collection (including reasonable attorneys' fees)(collectively, the "**Correction Costs**"), shall become a lien against the Residential Parcel or such portion thereof, as the case may be, on which the work was performed, and the City shall have the right to collect the Correction Costs, with interest and costs, and to enforce the lien in the same manner as mortgage foreclosure proceedings.

I. **Damage to the Property and Other Property.** The Owner and Developer shall maintain the Residential Parcel and all streets and sidewalks in and adjacent thereto in a safe condition at all times during development of the Residential Parcel and construction of the Project Improvements. Further, the Owner and Developer shall promptly clean all debris deposited on any street, sidewalk, or other public property in or adjacent to the Residential Parcel by the Owner or Developer or any agent of or contractor hired by, or on behalf of, the Owner or Developer; and shall repair any damage to such property that may be caused by the activities of the Owner or Developer or any agent of or contractor hired by, or on their behalf.

J. **Dedications.** The Owner shall dedicate sites, easements, and rights-of-way as required by this Agreement and as depicted on the Final PUD Plans.

SECTION 5. PAYMENT OF CITY FEES AND COSTS.

A. **General Requirements.** In addition to any other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the Owner and Developer shall pay to the City, as and when due, all application, inspection, review, and permit fees, and all other fees, charges, and contributions required by the Applicable City Codes and Ordinances.

B. **Special Requirements.** In addition to any other costs, payments, fees, charges, contributions or dedications required by this Agreement or by the Applicable City Codes and Ordinances, the Owner and Developer shall pay to the City, within 30 days of presentation of a written demand or demands therefor, all reasonable legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued in connection with the review and processing of plans for the development of the Residential Parcel and in connection with the negotiation, preparation, consideration, review, implementation, and enforcement of this Agreement. In connection with such requirement, the Owner or Developer shall also submit, and replenish as needed, an escrow to the City in accordance with City requirements. Payment of all such fees, costs, and expenses for which demand has been made, but payment has not been received, by the City prior to execution of this Agreement shall be made by a certified or cashier's check within 30 days of presentation of an invoice therefor.

SECTION 6. BUILDING PERMITS, PRELIMINARY AND TEMPORARY WORK, CERTIFICATES OF OCCUPANCY, MODEL HOMES, AND PROMOTIONAL ACTIVITIES.

A. Building Permits.

- (i) **Master Building Blueprints.** Owner and Developer, as applicable, shall have the right to submit master building blueprints for the various types of dwelling units to be constructed on the Residential Parcel. Subsequent to the approval of any master building blueprints and plans, no further submission or approval of building blueprints or plans will be required for the issuance of a building permit for the construction of any unit pursuant to an approved master building plan unless the building permit application reflects substantial deviations from the approved master blueprint or plan.
- (ii) **Issuance of Building Permits.** After receipt of the last of the documents and information required to support a building permit application for the Residential Parcel, the City shall promptly approve or disapprove the requested building permit. If the application is disapproved, the City shall provide the applicant with a statement in writing specifying the reasons for denial of the application, including specification of the Requirements of Law that the application and supporting documents fail to meet. The City agrees to issue such building permits upon the applicant's compliance with those Requirements of Law so specified by the City.

- B. Earthwork.** The City will not allow mass grading operations until such time as Final Engineering Plans are approved unless: (i) Owner or Developer, as applicable, has submitted and the City has approved a mass grading plan and an erosion control plan, and (ii) Owner or Developer, as applicable, has delivered all required performance and payment security for such mass grading work to the City, and (iii) all work is undertaken at the sole risk of Owner or Developer, as applicable, and without injury to the property of surrounding property owners in the event that the Final Engineering Plans as approved require changes to the grading work already undertaken.

- C. Temporary Structures.** Owner and Developer shall have the right, subject to compliance with City permitting requirements and the Final PUD Plans, to maintain temporary offices, structures, trailers, and facilities on any part of the Residential Parcel, and to use said facilities for rental or sale of units or construction purposes and for purposes of storage of construction materials, supplies, and equipment. Such structures and storage shall, however, be maintained in a safe, neat and sanitary condition, and shall be located as approved by the City.

D. Certificates of Occupancy.

- (i) **Issuance.** The City shall approve or disapprove certificates of occupancy for any building, structure, or dwelling constructed on the Residential Parcel within three working days of proper application therefor or within three working days of the receipt of the last of the documents or information required to support such application, whichever is later. If the application is disapproved, the City shall provide the applicant with a statement in writing of the reasons for denial of the application, including specification of the Requirements of Law that the application and supporting documents fail to meet.

- (ii) Temporary Certificates. Temporary certificates of occupancy shall not be issued by the City except in accordance with Section 19.B of the Annexation Agreement or unless the City reasonably determines that interior or exterior work cannot be completed due to Force Majeure conditions that are beyond the reasonable control of the Owner, provided that: (a) adequate security, as determined by the City, has been posted with the City or arrangements have been made with a title company designated by Owner in order to ensure the completion of such improvements; (b) streets and necessary sanitary sewer and water facilities and improvements are properly installed to such units; and (c) the City Building Commissioner determines such units are safe and fit for human occupancy, notwithstanding that certain elements of the building are not completed; and (d) all applicable fees have been paid.
- (iii) Prerequisites. No Certificate of Occupancy shall be applied for by Owner or Developer, or issued by the City until the unit which is the subject of the application is connected to and able to be served by public sanitary sewer and water systems; provided, however that temporary Certificates of Occupancy may be issued for models and sales offices as herein provided.

SECTION 7. FUTURE COOPERATION

A. **In General**. The City agrees to provide to the Owner and Developer such cooperation, support, and assistance as may be reasonably necessary to implement the provisions of this Agreement and to obtain any and all permits and approvals from other governmental entities with jurisdiction required to allow the development of the Residential Parcel in accordance with this Agreement, the Amended PUD Ordinance, and the Phase II Final PUD Ordinance, including but not limited to permits and approvals for roadway, water service, sanitary sewer service, storm water management improvements in accordance with the Requirements of Law; provided, however, that any reasonable costs incurred by the City in its cooperation, support, and assistance shall be fully reimbursed by Owner and Developer. The City agrees to grant the Owner such access and easement rights to City rights of way as are reasonably necessary to construct the potable water and sanitary sewer improvements necessary to provide service to the Residential Parcel in conformance with the approved Final Engineering Plans. In the event that the Owner is unable to secure easements or other property rights reasonably required for the extension of utilities for the Development or construction of roadway improvements in accordance with the Final Engineering Plans, then the City agrees, to the extent permitted by law and within the City's authority and jurisdiction, to provide assistance in securing such property rights; provided, however, that any such assistance shall be at no cost to the City, and the City shall have no obligation to authorize use of its eminent domain power.

B. **Additional Land**. Owner shall be permitted to request amendments to the Amended Preliminary PUD Plan and this Agreement to add additional adjacent property to the Development, provided that all necessary public notices and hearings are held, including but not limited to planning, zoning, and annexation agreement hearings, and provided that no more than 600 residential dwelling units shall be constructed on the original Residential Parcel.

SECTION 8. LIABILITY AND INDEMNITY OF CITY

A. **City Review**. The Owner and Developer acknowledge and agree that the City is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the City's review and approval of any plans for the Residential Parcel or the Project Improvements, or the issuance of any approvals, permits, certificates, or acceptances, for the

development or use of the Residential Parcel or the Project Improvements, and that the City's review and approval of any such plans and the Project Improvements and issuance of any such approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Owner or Developer, or any of their heirs, successors, assigns, tenants, and licensees, or any third party, against damage or injury of any kind at any time, except as may be caused by the City's gross negligence or willful misconduct.

B. City Procedure and Legal Challenges. To the best of the parties' knowledge and understanding, the Owner, Developer, and City acknowledge and agree that all notices, meetings, and hearings have been properly given and held by the City with respect to the approval of this Agreement and agree not to challenge such approval on the grounds of any procedural infirmity or of any denial of any procedural right. Furthermore, neither the City, Owner, nor Developer shall assert the invalidity or unenforceability of this Agreement, or any provision of this Agreement, nor shall either contest the validity or enforceability of this Agreement, or any provision in this Agreement, or the zoning of the Residential Parcel pursuant to this Agreement. In the event that the zoning of the Residential Parcel is challenged by any person by an action at law or in equity, the City shall, upon request of the Owner: (i) vigorously defend such action with the City counsel or such other counsel as is mutually acceptable to the City and the Owner and cooperate with the Owner and Developer in the defense of such action, and the Owner shall reimburse the City for all costs and fees (including reasonable attorneys' fees) that the City may incur in defending such action and in rendering such cooperation, and provided further that the Owner shall have the right, upon not less than 30 days prior notice to the City, to elect to terminate their future reimbursement obligations but in the event that the Owner exercises such right, the City shall be relieved from any obligation to defend such action or render such cooperation; and (ii) take such other actions pursuant to the Illinois Municipal Code as are necessary to reconsider and reauthorize the execution of this Agreement by the Mayor and City Clerk and to zone the Residential Parcel in the manner contemplated by this Agreement in a legally sustainable manner. The Owner shall be permitted to select, hire, and designate co-counsel to the City in any matter pertaining to litigation relating to the provisions of this Agreement. The City shall waive, in writing, any conflict of interest such co-counsel may have in the matter pertaining to co-counsel's representation of both the City and the Owner.

C. Indemnity. The Owner and Developer agree to, and do hereby, hold harmless and indemnify the City, the Corporate Authorities, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of such parties in connection with (i) the City's review and approval of this Agreement or any plans for the Residential Parcel or the Project Improvements; (ii) the issuance to the Owner or Developer of any approval, permit, certificate, or acceptance for the Residential Parcel or the Project Improvements; (iii) the Owner's or Developer's development, construction, maintenance, or use of any portion of the Residential Parcel or the Project Improvements; and (iv) the performance by the Owner or Developer of their obligations under this Agreement, except as may be caused by the City's gross negligence or willful misconduct.

D. Defense Expense. Except as limited in Paragraph C, above, the Owner and Developer shall, and do hereby agree to, pay all expenses, including reasonable legal fees and administrative expenses, incurred by the City in defending itself with regard to any and all of the claims referenced in this Section of this Agreement.

SECTION 9. NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS.

All obligations assumed by the Owner and Developer under this Agreement shall be binding upon the Owner and Developer, upon any and all of their heirs, successors, and assigns,

and upon any and all of the respective successor legal or beneficial owners of all or any portion of the Residential Parcel. To assure that all such heirs, successors, assigns and successor owners have notice of this Agreement and the obligations created by it, the Owner shall:

- (i) Deposit with the City Clerk, contemporaneously with the City's approval of this Agreement, any consents or other documents necessary to authorize the City to record this Agreement (with or without oversized exhibits) with the McHenry County Recorder of Deeds; and
- (ii) Notify the City in writing when the Owner transfers a legal or beneficial interest in any portion of the Residential Parcel to any party not a party to this Agreement (provided that any Owner's failure to do so shall not be a material default hereunder); and
- (iii) Require, prior to the transfer of all or any portion of the Residential Parcel, or any legal or equitable interest therein to any party not a party to this Agreement, the transferee of said portion of the Residential Parcel to execute an enforceable written agreement, in a form and substance acceptable to the City Manager and City Attorney, agreeing to be bound by the provisions of this Agreement, ("**Transferee Assumption Agreement**");

provided, however, that the requirements stated in the three preceding clauses shall not apply to any contract for, or transfer of, an individual Lot, unit, or building or group of Lots, units, or buildings for which all Project Improvements have been completed and approved pursuant to this Agreement. The City agrees that upon a successor becoming bound to the personal obligation created in the manner provided in this Agreement and providing the financial assurances required herein, the liability of the Owner or Developer shall be released to the extent of the transferee's assumption of such liability. The failure of the Owner or Developer to provide the City with a fully executed copy of a Transferee Assumption Agreement and, if requested by the City, with the transferee's proposed assurances of financial capability before completing any such transfer shall result in the Owner or Developer remaining fully liable for all of the applicable Owner's or Developer's obligations under this Agreement but shall not relieve the transferee of its liability for all such obligations as a successor thereto. The City agrees, within 10 days of the City's receipt of a written request by the Owner therefor, to respond to a request for an estoppel certificate concerning compliance with this Agreement.

SECTION 10. ENFORCEMENT.

The Parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce, or compel the performance of this Agreement; provided, however, that the Owner and Developer agree that they will not seek, and do not have the right to seek, to recover a judgment for monetary damages against the City or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys thereof, on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement; and provided, further, that the City shall have no authority to seek specific performance for completion of the Structural Improvements for the Development. In addition to every other remedy permitted by law for the enforcement of the terms of this PUD Agreement, the City shall, upon a material breach of this Agreement, be entitled to withhold the issuance of building permits or certificates of occupancy associated with the applicable Phase I or Phase II of the Development for any Structural Improvements within such Phase I or Phase II at any time the Owner or Developer has failed or refused to meet fully any of their obligations

under this Agreement. In the event of a breach of this Agreement, the Parties agree that the Party alleged to be in breach shall have, unless specifically provided otherwise by any other provision of this Agreement, 15 days after notice of said breach delivered in accordance with Section 9 of this Agreement to correct the same prior to the non-breaching Party's pursuit of any remedy provided for in this Section; provided, however, that said 15-day period shall be extended, but only (i) if the alleged breach is not reasonably susceptible to being cured within said 15-day period, and (ii) if the defaulting Party has promptly initiated the cure of said breach, and (iii) if the defaulting Party diligently and continuously pursues the cure of said breach until its completion.

SECTION 11. GENERAL PROVISIONS.

A. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i), personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("**e-mail**"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; or (b) one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three (3) business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications shall be addressed to, and delivered at, the following address:

If to the City:

City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, Illinois 60014
Attention: City Manager

With a copy to:

Victor P. Filippini, Jr.
Filippini Law Firm
990 Grove Street, Suite 220
Evanston, Illinois 60201

If to the Owner:

With a copy to:

If to the Developer:

Eric Thom
Continental 544 Fund LLC
W134 N8675 Executive Parkway
Menomonee Falls, WI 53051-3310
Attn: Development

With a copy to:
Continental 544 Fund LLC
W134 N8675 Executive Parkway
Menomonee Falls, WI 53051-3310
Attn: Legal

With a copy to:

Joe Gottemoller
Gottemoller and Associates
1 N. Virginia St, Unit A
Crystal Lake, Illinois 60014

B. **Time of the Essence.** Time is of the essence in the performance of all terms and provisions of this Agreement.

C. **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.

D. **Non-Waiver.** Neither party shall be under any obligation to exercise any of the rights granted to it in this Agreement. The failure of any party to exercise at any time any such right shall not be deemed or construed to be a waiver thereof, nor shall such failure void or affect that party's right to enforce such right or any other right.

E. **Consents.** Whenever the consent or approval of any party hereto is required in this Agreement such consent or approval shall be in writing and shall not be unreasonably withheld

or delayed, and, in all matters contained herein, all parties shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

F. **Governing Law.** This Agreement shall be governed by, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

G. **Severability.** It is hereby expressed to be the intent of the parties hereto that should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, entity, or property shall not be impaired thereby, but such remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

H. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

I. **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.

J. **Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this PUD Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

K. **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.

L. **Exhibits.** Exhibits A through E attached to this Agreement 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.

M. **Conflicts.** In the event of a conflict between this Agreement and Applicable City Codes and Ordinances, the former shall supersede and control. All Applicable City Codes and Ordinances which do not conflict with this Agreement, however, shall apply to the Residential Parcel. In the event of a conflict between this Agreement and the Annexation Agreement, this Agreement shall control to the extent the matter in conflict can be construed to relate exclusively to the Residential Parcel. To the extent that a matter in conflict cannot be construed to relate exclusively to the Residential Parcel, then the Annexation Agreement shall control during its term.

N. **Amendments and Modifications.** No amendment or modification to this Agreement shall be effective unless and until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

O. **Changes in Laws.** Unless otherwise explicitly provided in this Agreement, any reference to any Requirements of Law shall be deemed to include any modifications of, or

amendments to such Requirements of Law as may, from time to time, hereinafter occur. Provided, however, that where such changes in law are under the exclusive control of the City, such changes shall not affect Owner or Developer until three months following the effective date of the Ordinance, rule, or regulation causing the change.

P. **Exculpation.** The City acknowledges that Developer is executing this Agreement solely as the contract purchaser and prospective developer of the Phase I Parcel and that Developer shall have no personal liability for the performance of Owner's obligations with respect to the Phase II Parcel under this Agreement unless Developer should become a successor in title to Owner with respect to all or an portion of such Phase II Parcel.

Q. **Authority to Execute.** The City hereby warrants and represents to the Owner and Developer that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Owner and Developer each hereby warrant and represent to the City that: (i) it is or will become the record and beneficial owner of, or contract purchaser of, fee simple title to the Residential Parcel or a portion thereof, (ii) that no other person or entity has any legal, beneficial, contractual or security interest in the Residential Parcel except the Owner and Developer; (iii) that it has the full and complete right, power and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in and to bind the Residential Parcel as set forth in this Agreement, (iv) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (v) that neither the execution of this Agreement nor the performance of the obligations assumed by the Owner or Developer will (a) result in a breach or default under any agreement to which the Owner or Developer is a party or to which it or the Residential Parcel is bound or (b) violate any statute, law, restriction, court order or agreement to which the Owner, Developer, or the Residential Parcel are subject.

R. **Calendar Days and Time.** Any reference herein to "day" or "days" shall mean calendar and not business days. If the date for giving of any notice required to be given hereunder or the performance of any obligation hereunder falls on a Saturday, Sunday or Federal holiday, then said notice or obligation may be given or performed on the next business day after such Saturday, Sunday or Federal holiday.

S. **No Third Party Beneficiaries.** No claim as a third party beneficiary under this Agreement by any person, firm or corporation shall be made, or be valid, against the City or the Owner or Developer.

SECTION 12. TERM. This Agreement shall be in full force and effect from its Effective Date for a period of 5 years; provided however that Title I of this Agreement shall be in full force and effect as of the Effective Date and continuing until expiration of the Original Annexation Agreement in accordance with Title I, Paragraph D of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized corporate officers as of the dates set forth below their respective signatures.

CITY OF CRYSTAL LAKE, an Illinois municipal corporation

By: _____
Mayor

Attest: _____
City Clerk

Date of Execution: _____

CONTINENTAL 544 FUND LLC, a Delaware limited liability company

By: Continental Properties Company, Inc., a Wisconsin corporation, its manager

Its President, Daniel J. Minahan:

Date of Execution: _____:

CHICAGO TITLE LAND TRUST COMPANY as Trustee of a Trust Agreement dated April 30, 2017, and known as Trust Number 8002364049

By: _____

Date of Execution: _____

[Notarial blocks for signatures appear on following page.]

STATE OF ILLINOIS)
) SS
COUNTY OF McHENRY)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ and _____, personally known to me to be the Mayor and City Clerk, respectively, of the CITY OF CRYSTAL LAKE, and personally known to me to be the same persons whose names are subscribed to the foregoing First Amendment to Annexation Agreement and Planned Development Agreement, appeared before me this day in person and severally acknowledged that they signed and delivered said First Amendment to Annexation Agreement and Planned Development Agreement as such Mayor and Clerk of said City pursuant to authority given by the Corporate Authorities of said City, as their free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2020.

Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a notary public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the _____ of **CHICAGO TITLE LAND TRUST COMPANY** as Trustee of a Trust Agreement dated April 30, 2017, and known as Trust Number 8002364049, and personally known to me to be the same person whose name is subscribed to the foregoing First Amendment to Annexation Agreement and Planned Development Agreement, appeared before me this day in person and acknowledged that s/he signed and delivered said Amended Agreement to Annexation and Development Agreement as _____ of said corporation, as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2020.

Notary Public

My Commission Expires:

TABLE OF EXHIBITS

EXHIBIT A	LEGAL DESCRIPTION AND PINS
EXHIBIT B	AMENDED PUD PLAN
EXHIBIT C	PHASE I FINAL PUD PLANS
EXHIBIT D	TRAFFIC STUDY
EXHIBIT E	PUD AMENDMENT ORDINANCE

EXHIBIT A

LEGAL DESCRIPTION AND PINS

EXHIBIT B

AMENDED PUD PLAN

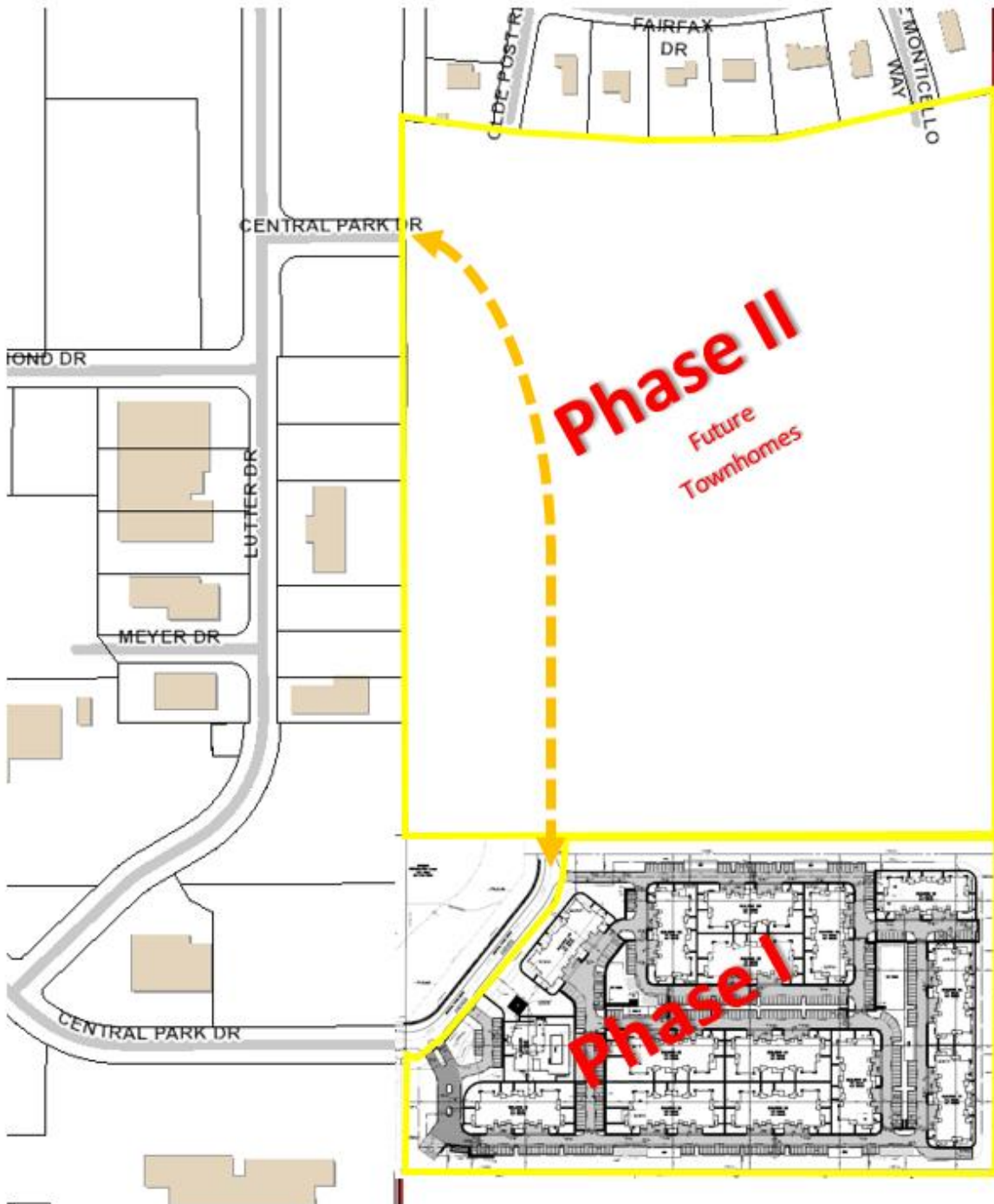


EXHIBIT C

PHASE I FINAL PUD PLANS

[See attached]

EXHIBIT D

TRAFFIC STUDY

[See attached]

EXHIBIT E

PUD AMENDMENT ORDINANCE

[See attached]

DRAFT

Ord. No.
File No. ...



The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT AND PRELIMINARY AND FINAL PLAT FOR THE SPRINGS

WHEREAS, pursuant to the terms of the Petition (File #PLN-2020-00034) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested a Preliminary and Final Planned Unit Development and Preliminary and Final Plat of Subdivision for The Springs, a 280-unit residential apartment development at 1120 Central Park Drive; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on May 16, 2020 in the Northwest Herald, held a public hearing at 7:30 p.m., on June 3, 2020 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Preliminary and Final Planned Unit Development and Preliminary and Final Plat of Subdivision; and

WHEREAS, on June 3, 2020, 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 Preliminary and Final Planned Unit Development and Preliminary and Final Plat of Subdivision be approved, all as more specifically set forth in that certain Report of the Planning and Zoning Commission in Case #PLN-2020-00034, dated as of June 4, 2020; and

WHEREAS, it is in the best interests of the City of Crystal Lake that the Amendment to the Final Planned Unit Development be granted 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 Preliminary and Final Planned Unit Development and Preliminary and Final Plat of Subdivision be granted to permit a 280-unit residential apartment development and two lot subdivision at 1120 Central Park Drive (19-10-476-011 & 19-15-200-011), Crystal Lake, Illinois.

SECTION II: That the Preliminary and Final Planned Unit Development be granted with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
 - A. Application (Continental Properties, dated 05/04/2020, received 05/12/2020)
 - B. Final Plat of Subdivision (Manhard Consulting Ltd, dated 05/04/2020, received 05/12/2020)
 - C. Site Plan (Manhard Consulting Ltd, dated 05/04/2020, received 05/12/2020)
 - D. Engineering Plan (Manhard Consulting Ltd, dated 05/04/2020, received 05/12/2020)
 - E. Sign Plan (Sign Systems Inc, dated 04/30/2020, received 05/12/2020)
 - F. Landscape Plan (Manhard Consulting Ltd, dated 05/04/2020, received 05/12/2020)
 - G. Elevations (Continental Properties, received 05/12/2020)
 - H. Lighting Plan (Excel, dated 05/06/2020, received 05/12/2020)
 - I. Tree Survey (Manhard Consulting Ltd, dated 05/06/2020, received 05/12/2020)
 - J. Traffic Study (Sam Schwartz, dated 05/01/2020)
2. Add evergreen tree species to the common areas and perimeter buffer area along the eastern property line.
3. Work with staff to finalize easement locations for municipal utilities.
4. Emergency Access Route.
 - A. The Owners shall prepare and submit a proposed emergency access roadway for review and approval by city staff. The approved emergency access roadway shall be installed prior to the issuance of the 201st certificate of occupancy.
 - B. The temporary access can be constructed with a temporary material such as RAP (reclaimed asphalt pavement) as the access will be removed when Central Park Drive is extended/completed. Work with staff to determine an appropriate material.
5. Traffic/Future Roadway Improvements.
 - A. The petitioner must contribute their proportionate fair share of the construction costs for the improvements to Central Park Drive/ Lutter Drive and IL Route 31/James R. Rakow Road/Central Park Drive based on the projected traffic volume increase for the proposed development as determined by the traffic impact study dated 05 May 2020 by Sam Schwartz. Said contributions are 12.4% and 3%, respectively.
 - B. The petitioner shall provide a Letter of Credit, Bond or Escrow payment for its share of the above mentioned improvements. Cost participation for off-site improvements will be calculated once a cost estimate has been provided based on the recommendation of the City's traffic engineering consultant as approved by the City's Director of Public Works. In the event that the final cost sharing amount is not determined prior to the time the petitioner is issued a building permit for the site, the petitioner shall provide a Letter of Credit, Bond or

Escrow payment in an amount reasonably estimated by the Director of Public Works, by the issuance of a certificate of occupancy for any building on the site. Notwithstanding the foregoing, in the event that the petitioner executes an agreement (which shall be in a form reasonably satisfactory to the Director of Public Works and the City Attorney) to be recorded against the site that ensures the payment of the final cost-sharing amount by the petitioner or petitioner's successor in ownership, the requirement for a Letter of Credit, Bond or Escrow payment shall be waived.

- C. Staff is to explore opportunities to improve the operation and safety at the Central Park and Lutter intersection based on the existing concerns identified in the traffic study.
- 6. The petitioner shall address all of the review comments and requirements of the Community Development, Public Works, Police and Fire Rescue Departments, as well as the City's stormwater consultant, Christopher B. Burke Engineering.
- 7. The northern lot line of lot 1 may shift north by approximately 11 feet to accommodate a proposed berm. (Added due to proposed landscape berm)

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 Preliminary and Final Planned Unit Development and Preliminary and Final Plat of Subdivision in accordance with the provisions of this Ordinance, as provided by law.

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

Ord. No.
File No. ...

DATED at Crystal Lake, Illinois, this 16th day of June, 2020.

City of Crystal Lake, an
Illinois municipal corporation

Haig Haleblian, Acting Mayor

SEAL

ATTEST:

Nick Kachiroubas, City Clerk

Passed: June 16, 2020

Approved: June 16, 2020



Agenda Item No: 13

**City Council
Agenda Supplement**

Meeting Date: June 16, 2020

Item: Lakeside Legacy Foundation 2020 Lakeside Fest and Fireworks Show

Staff Recommendation: Motion to approve the following requests for the 2020 Lakeside Festival to be held September 18 through September 20, 2020:

- a. The application for one Class "19" Temporary Liquor Licenses.
- b. The application for a special event pursuant to the conditions recommended in this agenda supplement.
- c. A waiver of the Police chargeback fees (\$19,703.37) for the Police Officers assigned to the festival.

Staff Contact: Eric T. Helm, Deputy City Manager
Michelle Rentzsch, Director of Community Development

Background:

The Lakeside Legacy Foundation is currently planning the 2020 Lakeside Festival on September 18 through September 20, 2020. The Lakeside Festival is one of McHenry County's largest festivals, and attracts around 50,000 people every year. The festival will be operated as it has been in the past, with two stages for live entertainment, a carnival featuring rides and midway games, food vendors from the area, and other fun events. The daily schedule of the event is:

- Friday, September 18: Noon to 11:00 PM
- Saturday, September 19: Noon to 11:00 PM
- Sunday, September 20: Noon to 11:00 PM

Per the Governor's Restore Illinois Plan, festivals are allowed to operate when the State or Region reaches Phase 5. Currently McHenry County is in Phase 3 of the Plan, with Phase 4 occurring no sooner than the end of June. The Lakeside Festival event depends on whether

McHenry County reaches Phase 5. If this does not occur, as a condition of approval and the requirements of the State of Illinois, the festival will not be allowed to proceed.

Status of Fireworks Display

At the May 19th City Council meeting, the City Council moved to postpone the 2020 Independence Day fireworks show until a later date to be determined. The City has communicated with the fireworks vendor and the vendor is amenable to offering the Independence Day show on the last day of the Lakeside Festival, September 20th.

Due to the Governor's Restore Illinois Plan, there remains uncertainty as to whether the Lakeside Festival and the fireworks show will be allowed to proceed. If the Festival and fireworks cannot proceed per the Governor's Restore Illinois Plan, the City will work with its legal counsel to evaluate different options for the fireworks. Per the City's legal counsel, the City has no legal liability for payment until the fireworks display occurs, and the City has the right to determine whether the display needs to be suspended. The decision to suspend the display can be made anytime this summer or fall, when there is more clarity regarding whether the event will be allowed to proceed per the State's guidelines. If conditions require the canceling of the event, and the suspension of the display until a future date, this will be brought back before the City Council for further consideration.

Temporary Liquor License

As part of the approval for this event, the Lakeside Legacy Foundation has requested the issuance of one Class "19" Temporary Liquor License in order to sell alcohol at the three-day festival. The time limit for the Class "19" license is three days.

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 liquors for consumption upon the premises specified in the license where sold. The license is issued to not-for-profit corporations qualified to do business in the State of Illinois. The license is for a period not to exceed three days, and only issued for special events sponsored by the not-for-profit corporation requesting the license.

Special Event

The application has been reviewed and the following conditions are recommended:

1. Per the State of Illinois, the Festival shall only be conducted if McHenry County is in Phase 5 of the Governor's Restore Illinois Plan.
2. Comply with all City Code regulations pertaining to the request.
3. Comply with all of the Carnival License requirements.
4. All carnival operators must be in compliance with the Illinois Carnival and Amusement Rides Safety Act, which includes requirements for hiring of carnival workers, criminal background checks, substance abuse policy, operator training standards, and penalties for violations. Prior to the event, the carnival operator must provide the Crystal Lake Police Department with a list of all employees who will work on the premises of the public event, including their legal name, date of birth, home address, and social security number and proof that said employees have undergone the required background checks.
5. All patrons are required to wear a nontransferable, one use only, disposable wristband identifying them as patrons of the beer garden that is subject to the license.

6. Provide a list of members of the organization who will be selling beer and alcohol at the location pursuant to the license.
7. The area where alcohol is sold must be in a contained location.
8. Signage shall be provided indicating that alcoholic beverages may not be taken into or out of the beer garden location.
9. The applicant will provide a Proof of Insurance for Liquor sales.
10. Trash must be picked up on a daily basis.
11. There must be sufficient lighting around the portable toilet area.
12. Any lighting should be placed so as not to disturb the neighbors.
13. The event sites are subject to a life safety inspection by the Community Development, Fire Rescue, and Police Departments prior to the start of the festival.
14. The petitioner shall work with the City regarding parking for the festival. In addition to on-site parking for the event, the petitioner has requested from the Park District the use of the "triangle" and the Main Beach lot for parking. Also, the petitioner has requested the use of District 47's South Elementary and Lundahl parking lots for parking.
15. The Lakeside Festival is exempt from the City's Noise Ordinance (City Code Chapter 358).
16. A meeting with the Police, Fire Rescue, and Public Works Departments of the City, the Crystal Lake Park District Police, Lakewood Police, and event organizers to discuss the Incident Action Plan shall be scheduled for the first week of September and held at the Municipal Complex. Contact Scott Miller of the Police Department at 815-356-3700 ext. 3603 to schedule this meeting.
17. Uniformed City of Crystal Lake Police Officers will be on the grounds during all hours of the festival operation in the following numbers:
18. Provide Police assistance, as required in the pre-planning meeting with City Departments/
19. If still proceeding this year, the Women of Today will be required to apply for a parade permit for the children's bike decorating parade on Lake Shore Drive and Country Club Road and coordinate the logistics of the parade through the Crystal Lake Police Department. The Police Department will use two squad cars to assist with the parade.
20. In the event of inclement weather during the festival, South Elementary School and Lakeside Legacy Foundation will be used as sheltering sites.
21. Tents and canopies used for this event must comply with the Tent Guidelines (enclosed).
22. Generators, if used, shall be a minimum of 20 feet from any tents/canopies and protected from the public by fencing, enclosure, or other approved means.
23. Provide male and female accessible restroom facilities.
24. Obtain any necessary approvals from the McHenry County Department of Health.
25. Promotional and informational banners and signage may need a limited duration sign permit issued from the Building Division. Please contact the Building Division regarding signage to be used in conjunction with the event.
26. To be consistent with prior years' approval and other similar events, this event on Sunday, September 20, 2020 must end by 10pm, instead of the 11pm that is requested in the application.
27. Alcohol sales must stop ½ hour before closing time each night; 10:30pm on Friday and Saturday and 9:30pm on Sunday.

Police Department Chargeback Waiver

The Lakeside Festival will require staffing officers and supervisors as the City has provided in the past. The estimated cost of Police assistance for the Lakeside Festival is approximately \$19,703.37. As stated above, the applicant has requested to waive these fees, and the City Council has granted this request in the past.

Votes Required to Pass:

Simple majority vote



Agenda Item No: 14

**City Council
Agenda Supplement**

Meeting Date: June 16, 2020

Item: Crossing Guard Services

Staff Recommendation: Motion to award the proposal for Crossing Guard Services to the lowest responsive, responsible proposer, Andy Frain Services, Inc. and to adopt a resolution authorizing the City Manager to execute a five-year agreement with Andy Frain Services, Inc. in the submitted proposal amount.

Staff Contact: James Black, Chief of Police

Background:

The City of Crystal Lake, working with School District 47, has staffed school crossing locations as needed to ensure the safe travel of students to and from school. In 2015, the City of Crystal Lake contracted this service to Andy Frain Services in order to provide more reliable and cost effective method of providing this service. The initial contract was for a term of 5 year, expiring in July 2020.

In collaboration with School District 47 officials, on March 9th, 2020, the City issued a Request for Proposals for crossing guard services. Below are the results of the proposals received on May 18th, 2020.

Company	Annual Crossing Guard Cost based on 180 School Days
√ Andy Frain Services, Inc. Aurora, IL	08/20 – 12/20 = \$52,650 01/21 – 12/21 = \$122,472 01/22 – 12/22 = \$129,888 01/23 – 12/23 = \$137,520 01/24 – 12/24 = \$148,032 01/25 – 6/25 = \$81,319
Signal 88 Security Crystal Lake, IL	08/20 – 12/20 = \$133,164 01/21 – 12/21 = \$295,920 01/22 – 12/22 = \$295,920 01/23 – 12/23 = \$295,920 01/24 – 12/24 = \$295,920 01/25 – 6/25 = \$152,892

√ indicates the lowest responsive and responsible bidder.

Recommendation:

City staff, along with representatives from School District 47, have reviewed all proposals received for completeness and accuracy in accordance with the request for proposals document. It is staff's and School District 47 representatives recommendation to award the proposal for crossing guard services to the lowest responsive, responsible proposer, Andy Frain Services, Inc., and to adopt a resolution authorizing the City Manager to execute an agreement with Andy Frain Services, Inc. in the submitted proposal amount. Staff has checked references submitted by Andy Frain Services, Inc. and they have come back positive. This service will be implemented for the upcoming school year.

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 execute a five-year agreement with Andy Frain Services, Inc., for crossing guard services in the submitted proposal amount.

DATED this 16 day of June, 2020.

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By: _____
Acting MAYOR

SEAL
ATTEST

CITY CLERK

PASSED: June 16, 2020
APPROVED: June 16, 2020



Agenda Item No: 15

City Council Agenda Supplement

Meeting Date: June 16, 2020

Item: 2020 Downtown Brick Paver Replacement Project Bid

Staff Recommendation: Motion to award the 2020 Downtown Brick Paver Replacement Project Bid to the lowest responsive and responsible bidder, Ryco Construction, and adopt a Resolution authorizing the City Manager to execute a contract with Ryco Construction for \$28,125.00 with a 10% contingency for unforeseen expenses and to authorize the City Manager to review and approve necessary completion date change orders relating to the contract.

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

Background:

On May 28, 2020, the City opened and publicly read the bids received for the 2020 Downtown Brick Paver Replacement Project. The City received three bids and the results are tabulated below:

<i>Bidder</i>	<i>Price Per SF</i>	<i>Quantity</i>	<i>Bid Total</i>
¹ Ryco Construction Lake in the Hills, IL	\$11.25	2,500	\$28,125.00
Copenhaver Construction Gilberts, IL	\$14.90	2,500	\$37,250.00
Midwest Brick Paving Antioch, IL	\$16.00	2,500	\$40,000.00

¹ Indicates Recommended Lowest Responsive and Responsible Bidder.

Project Need

The City sought a qualified contractor for decorative brick paver replacements in the Downtown area. The majority of replacement locations are adjacent to the newly designated handicap parking stalls that need the sidewalk lowered for ADA compliant ramps. The remaining areas will also include correction of various areas of settlement and/or damage to the existing brick pavers in the Downtown area.

Recommendation:

The City has contracted with Ryco Construction previously and had satisfactory performance. Specifications were sent to various contractors and standard bid advertisement procedures were followed.

Votes Required to Pass:

Simple majority vote.

DRAFT



RESOLUTION

BE IT RESOLVED BY THE ACTING MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is authorized to execute a contract with Ryco Construction for 2020 Downtown Brick Paver Project in the amount of \$28,125.00 with a 10% contingency for unforeseen expenses and to authorize the City Manager to review and approve necessary completion date change orders relating to the contract.

DATED this 16nd day of June, 2020.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, ACTING MAYOR

SEAL

ATTEST

CITY CLERK

PASSED: June 16, 2020
APPROVED: June 16, 2020



Agenda Item No: 16

**City Council
Agenda Supplement**

Meeting Date: June 16, 2020

Item: Tree Removal Services Bid

Staff Recommendation: Motion to award the bid for Tree Removal Services to the lowest responsible and responsive bidder, Landscape Concepts, and adopt a Resolution authorizing the City Manager to execute a three-year agreement with Landscape Concepts in the amounts bid.

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

Background:

On May 29, 2020, the City of Crystal Lake publicly opened and read aloud bids received for a contract period of June 1, 2020 – April 30, 2023 for tree removal services. The breakdown of the bids received is:

Year 1 & 2: June 1, 2020 - April 30, 2022	√Landscape Concepts	Acres Group
Class A (under 6") DBH Remove/Grind	\$65.00	\$170.00
Class B (6.1"-12") DBH Remove/Grind	\$95.00	\$350.00
Class C (12.1"-18") DBH Remove/Grind	\$250.00	\$525.00
Class D (18.1"- 24") DBH Remove/Grind	\$500.00	\$1,050.00
Class E (24.1"-30") DBH Remove/Grind	\$775.00	\$1,400.00
Class F (30.1"-36") DBH Remove/Grind	\$1,150.00	\$1,650.00
Class G (36"+) DBH Remove/Grind	\$1,695.00	\$4,800.00
TOTAL (1 of each)	\$4,530.00	\$9,945.00
Year 3: May 1, 2022 - April 30, 2023		
Under 6" diameter DBH Remove/Grind	\$65.00	\$190.00
6.1" - 12" diameter DBH Remove/Grind	\$95.00	\$400.00
12.1" - 18" diameter DBH Remove/Grind	\$250.00	\$575.00

18.1" - 24" diameter DBH Remove/Grind	\$500.00	\$1,250.00
24.1" - 30" diameter DBH Remove/Grind	\$775.00	\$1,500.00
30.1" - 36" diameter DBH Remove/Grind	\$1,150.00	\$1,850.00
Over 36" diameter DBH Remove/Grind	\$1,695.00	\$4,900.00
TOTAL (1 of each)	\$4,530.00	\$10,665.00
Year 1 & 2: June 1, 2020 - April 30, 2022 (Stump Grinding Only)		
Under 6" diameter	\$50.00	\$125.00
6.1" - 12" diameter	\$65.00	\$200.00
12.1" - 18" diameter	\$85.00	\$325.00
18.1" - 24" diameter	\$180.00	\$500.00
24.1" - 30" diameter	\$225.00	\$625.00
30.1" - 36" diameter	\$270.00	\$725.00
Over 36" diameter	\$300.00	\$975.00
TOTAL (1 of each)	\$1,175.00	\$3,475.00
Year 3: May 1, 2022 - April 30, 2023 (Stump Grinding Only)		
Under 6" diameter	\$55.00	\$150.00
6.1" - 12" diameter	\$70.00	\$240.00
12.1" - 18" diameter	\$90.00	\$385.00
18.1" - 24" diameter	\$185.00	\$550.00
24.1" - 30" diameter	\$230.00	\$675.00
30.1" - 36" diameter	\$275.00	\$800.00
Over 36" diameter	\$310.00	\$1,050.00
TOTAL (1 of each)	\$1,215.00	\$3,850.00
Year 1 & 2: June 1, 2020 - April 30, 2022		
Foreman Normal Hourly Rate	\$78.00	\$100.00
Climber Normal Hourly Rate	\$65.00	\$95.00
Groundman/Laborer Normal Hourly Rate	\$55.00	\$95.00
Bucket Truck 50 ft. Min Normal Hourly Rate	\$95.00	\$125.00
Chipper Truck & Chipper/min 85hp Normal Hourly Rate	\$85.00	\$140.00
Stump Grinder min. 35hp with Operator Normal Hourly Rate	\$85.00	\$125.00
Grapple Truck with Operator/min. 25yd Normal Hourly Rate	\$170.00	\$200.00
Foreman Emergency/After Hours Response Rate	\$117.00	\$175.00
Climber Emergency/After Hours Response Rate	\$96.00	\$160.00
Groundman/Laborer Emergency/After Hours Response Rate	\$81.00	\$160.00

Bucket Truck 50 ft. Min Emergency/After Hours Response Rate	\$140.00	\$250.00
Chipper Truck & Chipper/min. 85hp Emergency/After Hours Rate	\$160.00	\$280.00
Stump Grinder min 35hp w/Operator Emergency/After Hours Rate	\$160.00	\$250.00
Grapple Truck with Operator/min. 25yd Emergency/After Hours Rate	\$195.00	\$450.00
TOTAL (1 of each)	\$1,582.00	\$2,605.00
Year 3: May 1, 2022 - April 30, 2023		
Foreman Normal Hourly Rate	\$78.00	\$120.00
Climber Normal Hourly Rate	\$65.00	\$105.00
Groundman/Laborer Normal Hourly Rate	\$55.00	\$105.00
Bucket Truck 50 ft. Min Normal Hourly Rate	\$95.00	\$150.00
Chipper Truck & Chipper/min 85hp Normal Hourly Rate	\$85.00	\$170.00
Stump Grinder min. 35hp with Operator Normal Hourly Rate	\$85.00	\$150.00
Grapple Truck with Operator/min. 25yd Normal Hourly Rate	\$170.00	\$240.00
Foreman Emergency/After Hours Response Rate	\$117.00	\$200.00
Climber Emergency/After Hours Response Rate	\$96.00	\$190.00
Groundman/Laborer Emergency/After Hours Response Rate	\$81.00	\$190.00
Bucket Truck 50 ft. Min Emergency/After Hours Response Rate	\$140.00	\$280.00
Chipper Truck & Chipper/min. 85hp Emergency/After Hours Rate	\$160.00	\$320.00
Stump Grinder min 35hp w/Operator Emergency/After Hours Rate	\$160.00	\$300.00
Grapple Truck with Operator/min. 25yd Emergency/After Hours Rate	\$195.00	\$525.00
TOTAL (1 of each)	\$1,582.00	\$3,045.00
Total Bid	\$14,614.00	\$33,585.00

√ Indicates recommended lowest responsible and responsive bidder

Discussion:

Contracted tree removal services have historically been used on large trees that exceed the Public Works Department's tree removal capabilities, have suffered significant storm damage that require a technical removal around power lines, or during severe storms that result in widespread damage and additional services are required to clear roadways and sidewalks. More specifically, the removal service will include the following:

- Tree cutting
- Tree removal and tree debris disposal
- Stump grinding/removal (no less than 8" inches below ground)
- Emergency services, if required, as determined by severe weather conditions, if authorized by the Public Works Director or designee.

Recommendation:

The Public Works Department has reviewed bids for completeness and accuracy. Landscape Concepts has submitted the lowest responsible and responsive bid per the specifications. Public Works Department staff previously worked with Landscape Concepts and they have been a responsive contractor. It is the recommendation of staff to award the bid to Landscape Concepts to perform tree removal services.

The current year Public Works budget for this work is \$15,000.

Votes Required to Pass:

Simple Majority

DRAFT



RESOLUTION

BE IT RESOLVED BY THE ACTING MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is authorized to execute a three year agreement with Landscape Concepts for tree removal services in the amounts bid.

DATED this 16th day of June 2020.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, ACTING MAYOR

SEAL
ATTEST

CITY CLERK

PASSED: June 16, 2020

APPROVED: June 16, 2020



Agenda Item No: 17

**City Council
Agenda Supplement**

Meeting Date: June 16, 2020

Item: Street Sweeping Contract Extension

Staff Recommendation: Motion to adopt a resolution authorizing the City Manager to amend and extend the contract with Lakeshore Recycling Systems for street sweeping services for one year for a not to exceed amount of \$200,700 per year, and authorizing the City Manager to extend the contract for an additional year (3rd year of contract).

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

Background:

On April 16, 2019, City Council approved a Street Sweeping Contract with Lakeshore Recycling Systems (LRS). The bids were obtained through the regional Municipal Partnership Initiative (MPI). Crystal Lake partnered with the Village of Cary, McHenry County Division of Transportation, and the City of McHenry to solicit bids for street sweeping services. The contract amount for Crystal Lake was \$200,700. LRS provided eight sweeping cycles during FY2019/2020.

Recommendation

The partnership with LRS was successful last budget year. Since the bid specifications allow for two additional, one-year extensions, staff recommends extending the contract one additional year and authorizing the City Manager to extend the contract for another year (3rd year of contract). The pricing for each additional year will not change and will not exceed \$200,700. There is funding available in the FY2020/2021 Operating Budget for these services.

Votes Required to Pass:

Simple majority

DRAFT



RESOLUTION

BE IT RESOLVED BY THE ACTING MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is authorized to amend and extend the contract with Lakeshore Recycling Systems for street sweeping services for one-year for a not to exceed amount of \$200,700.00 per year; and

BE IT FURTHER RESOLVED that the City Manager is authorized to extend the contract for an additional one year period (third year of contract).

DATED this 16th day of June 2020.

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, ACTING MAYOR

SEAL

ATTEST:

CITY CLERK

PASSED: June 16, 2020

APPROVED: June 16, 2020



Agenda Item No: 18

**City Council
Agenda Supplement**

<u>Meeting Date:</u>	June 16, 2020
<u>Item:</u>	Community Development Block Grant Funding Agreement
<u>Staff Recommendation:</u>	Motion to adopt a Resolution authorizing the City Manager to enter into agreements with McHenry County for Community Development Block Grant funding towards the West End Rain Garden project and the College Street and Union Street Storm Sewer project.
<u>Staff Contact:</u>	Michael Magnuson, P.E., Director of Public Works and Engineering

Background

Community Development Block Grant (CDBG) funds are allocated by the Federal Government to provide aid to local governments and community agencies for affordable housing, anti-poverty programs, and infrastructure improvements. Locally, these funds are awarded and administered by McHenry County through its Community Development Division. The County is allocated about \$1.5 million in CDBG funds each year.

Annually, the McHenry County Community Development Division requests concept papers from municipalities and other community agencies for projects to include in that year's CDBG program. Then, each municipality or agency is invited to present their projects to the Community Development and Housing Grant Commission. The Commission then makes recommendations about which project to fund to the McHenry County Board, who then approves the annual CDBG program. Once the County Board approves the program, the awardees complete the final application and enter into an agreement with the County for the funding.

In December of 2019, the City submitted a concept paper that requested CDBG funding for filling in gaps in the sidewalk network on portions of Route 14. Before the Community Development and Housing Grant Commission could meet and review this round of concept papers, the COVID-19 pandemic hit. The Federal Government passed the CARES Act, which funneled additional funds into the CDBG program for this year.

In response to this additional funding, the County requested additional concept papers for CDBG eligible projects, with an emphasis on projects that would stimulate economic recovery related to the COVID-19 crisis. In response, the City submitted two infrastructure projects:

- West End Rain Gardens: This project would construct two rain gardens in the West End area. This will help manage stormwater and prevent flooding in the area.
- College Street and Union Street Storm Sewer: This project will construct a larger-capacity storm sewer for the area around College Street and Union Street. This will mitigate roadway flooding on the streets in this area.

These two projects were considered for this year's program along with the previously-submitted Route 14 Sidewalk Gap project.

Discussion:

The City presented these projects to the Community Development and Housing Grant Commission on May 21, 2020. The Commission recommended funding for the following two City projects that have already been identified by the City in the multi-year Capital Improvement Program (CIP):

- West End Rain Gardens (\$17,000.00) and
- College and Union Storm Sewer Construction (\$75,000.00).

The West End Rain Gardens project construction is estimated to cost \$60,000. With the CDBG funding award of \$17,000, the City is responsible for funding the remaining \$43,000. The City is planning to recommend this project during the FY 2021/2022 budget process.

The College Street and Union Street Storm Sewer improvement construction is estimated to cost \$383,000 to construct. With the CDBG funding award of \$75,000, the City is responsible for funding the remaining \$308,000. The City is planning to recommend this project during the FY 2021/2022 budget process as well.

Recommendation:

The County Board will approve the CDBG program during its June 16, 2020 meeting. Once the County Board approves the CDBG program this year, the City will be required to submit a full application packet in order to finalize the CDBG funding for these projects. One of the items required to be included in the application package is a Resolution authorizing a City official to approve the funding agreement with the County. The attached Resolution authorizes the City Manager to enter into a funding agreement with the County for CDBG funding for the West End Rain Gardens and the College Street and Union Street Storm Sewer projects.

Votes Required to Pass:

Simple majority.

DRAFT



RESOLUTION

BE IT RESOLVED BY THE ACTING MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager has the authority to enter into an agreement with McHenry County for Community Development Block Grant funding for the West End Rain Gardens project and the College Street and Union Street Storm Sewer project.

DATED this 16th day of June, 2020.

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By: _____
Haig Haleblian, ACTING MAYOR

SEAL

ATTEST

CITY CLERK

PASSED: June 16, 2020
APPROVED: June 16, 2020



Agenda Item No: 19

**City Council
Agenda Supplement**

Meeting Date:

June 16, 2020

Item:

Department of Commerce and Economic Opportunity
Rebuild Illinois Public Infrastructure Grant Application for
Water Treatment Plant #2 Construction

Staff Recommendation:

1) Motion to adopt a Resolution authorizing the Acting Mayor to sign the Department of Commerce and Economic Opportunity Rebuild Illinois Public Infrastructure grant application requesting \$5,000,000 for the construction of Water Treatment Plant #2.

2) Motion to adopt a Fair Housing Resolution

Staff Contact:

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

Background

On March 6, 2018, the City Council approved Baxter & Woodman to complete the design and construction engineering services for a new Water Treatment Plant #2 (WTP#2). Baxter & Woodman have completed the plans and specifications for the construction of the new WTP#2. The construction bid packet will be ready for public advertisement soon. The City has applied for, and is awaiting approval of an Illinois Environmental Protection Agency (IEPA) low-interest loan.

The existing WTP#2 facility was constructed in 1963 and is 57 years old. The reconstructed water treatment plant is one of several major improvements required to ensure the City can provide safe and reliable drinking water that meets current and future regulatory requirements.

The construction of the new WTP#2 project is included in the Fiscal Year 2020/2021 and 2021/2022 Budgets. The total budget amount for the next two years is \$7,405,957. Funding for this project is based on securing a loan from the IEPA. The loan would fund the entire cost of the project.

Discussion:

As part of the 2020 Rebuild Illinois program, the Illinois Department of Commerce and Economic Opportunity (DCEO) announced on May 12, 2020, that it was accepting applications for its Rebuild Illinois Public Infrastructure (RIPI) grant program. The goal of this program is to stimulate the economy in the wake of the economic emergency created by the COVID-19 pandemic. This grant will award up to \$5,000,000 to projects that are ready for construction. The deadline for the grant application is June 30, 2020, and the award for this grant funding will be based on qualifications. City staff have determined that the WTP#2 project would be a good candidate for this grant as the engineering and bidding documents are complete.

The DCEO RIPI program is a separate program from the DCEO Fast Track program that the City Council authorized the Acting Mayor to sign at its June 2, 2020 meeting. That grant was awarded on a first-come-first-served basis for projects that met a minimum threshold. The DCEO stopped accepting projects on June 1, 2020, due to the number of applications received. The City is now preparing an application for the RIPI grant.

The IEPA has published its draft loan project priority list which includes the WTP#2 improvement. This means that the City will most likely receive a loan for this project. In the unlikely case that the City did not receive the IEPA loan, the City would provide its match from the current 2019 bond proceed funds and delay a water and sewer capital project for a short time (McCormick Park water main improvements). A DCEO grant is not a loan and is therefore financially beneficial to the City as it would not have to be repaid.

The DCEO RIPI grant program also requires that the City affirm it is in support of the Federal Fair Housing Act.

The easiest manner in which the City can show its compliance with the Fair Housing Act standards would be to adopt a Resolution. This adoption would significantly assist the City in obtaining federal funds for various City projects.

Recommendation:

In order to submit the grant application, approval is needed by the Acting Mayor along with a commitment to fund any shortfalls in the project budget (\$5,000,000 for this project). Staff is recommending that the City proceed with the application and pass the attached Resolution authorizing the Acting Mayor to sign the application package and also passage of the Fair Housing Resolution.

Votes Required to Pass:

Simple majority.

DRAFT



RESOLUTION

BE IT RESOLVED BY THE ACTING MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the Acting Mayor is authorized to sign a grant application for the Illinois Department of Commerce and Economic Opportunity Rebuild Illinois Public Infrastructure program requesting \$5,000,000 for the City's Water Treatment Plant #2 project and commit to funding the remaining cost of the project in excess of \$5,000,000.

DATED this 16th day of June, 2020.

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By: _____
Haig Haleblian, ACTING MAYOR

SEAL

ATTEST

CITY CLERK

PASSED: June 16, 2020

APPROVED: June 16, 2020

DRAFT



RESOLUTION

BE IT RESOLVED BY THE ACTING MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that discrimination in the sale, rental, lease, advertising of sale, rental or lease, financing of housing or land to be used for construction of housing, or in the provision of brokerage or rental services because of race, color, religion, sex, disability (physical or mental), familial status (children) or national origin is prohibited by Title VIII of the federal Fair Housing Amendments Act of 1988. It is the policy of the City of Crystal Lake to support the Fair Housing Amendments Act of 1988 to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, disability (physical and mental), familial status (1. children, and 2. actual or perceived sexual orientation, gender identity or marital status or its members), or national origin; and

BE IT FURTHER RESOLVED that within the resources available to the City through city, county, state, federal and community volunteer sources, the City will assist all persons who feel they have been discriminated against because of race, color, religion, sex, disability (physical and mental), familial status (children) or national origin in the process of filing a complaint by directing them to the appropriate County, State, U.S. Department of Housing and Urban Development office, or other available resource agency so that they may seek equity under federal and state laws; and

BE IT FURTHER RESOLVED that the City shall publicize this Resolution through its website to inform real estate brokers and sellers, private home sellers, rental owners, rental property managers, real estate and rental advertisers, lenders, builders, developers, home buyers and home or apartment renters to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances; and

BE IT FURTHER RESOLVED that the fair housing program, for the purpose of informing those affected of their respective responsibilities and rights concerning Fair Housing law and complaint procedures, will at a minimum include, but not be limited to: 1) the printing, publicizing of this Resolution through the City's website; 2) the distribution of posters, flyers, pamphlets and other

applicable Fair Housing information provided by local, state and federal sources, through the City's website and at City Hall; and 3) the publicizing of locations where assistance will be provided to those seeking to file a discrimination complaint through the City's website and at City Hall.

DATED this 16nd day of June, 2020.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, ACTING MAYOR

SEAL

ATTEST

CITY CLERK

PASSED: June 16, 2020
APPROVED: June 16, 2020



Agenda Item No: 20

City Council Agenda Supplement

Meeting Date: June 16, 2020

Item: Board and Commission Reappointments

Mayor's Recommendation: Motion to reappoint Mary Alice Fellers, Stacey Lorenz and William Weller to the Library Board

Contact: Haig Haleblian, Acting Mayor

Background:

Mary Alice Fellers, Stacey Lorenz and William Weller are current Library Board members, whose three-year terms expire June 30, 2020. All three Board members would like to be reappointed.

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

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

Votes Required to Pass:

Simple majority



Agenda Item No: 21

**City Council
Agenda Supplement**

<u>Meeting Date:</u>	June 16, 2020
<u>Item:</u>	Planning and Zoning Commission Appointments and Chair Appointment
<u>Staff Recommendation:</u>	Motion to confirm appointments of William Gronow, Pat McGinnis and Kathy Repholz to the Planning and Zoning Commission and the appointment of Jeff Greenman as Chair of the Planning and Zoning Commission
<u>Contact:</u>	Haig Haleblian, Acting Mayor

Background:

Acting Mayor Haleblian will present appointments of three members to the Planning and Zoning Commission. As the City Council is aware, Tom Hayden and Dave Goss recently resigned from the Commission, and there is a vacancy as a result of Ian Philpot's recent appointment to the City Council. The four-year terms of the vacancies left by the resignation of Tom Hayden and Dave Goss would expire on January 31, 2024, while the remaining three-year term vacancy would expire on January 31, 2023.

Acting Mayor Haleblian nominates William Gronow and Kathy Repholz for the four-year positions expiring on January 31, 2024, and Pat McGinnis for the three-year position expiring on January 31, 2023.

In addition, as is required by the City Code, Acting Mayor Haleblian will present the appointment of current PZC member Jeff Greenman as Chair of the Planning and Zoning Commission. Mr. Greenman would replace Tom Hayden as Chair of the Commission.

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

Votes Required to Pass:

Simple majority.



Agenda Item No: 22

**City Council
Agenda Supplement**

Meeting Date: June 16, 2020

Item: Appointment of Mandy Montford to fill the vacancy created by resignation of Councilmember Haleblian

Recommendation: Motion to approve a resolution appointing Mandy Montford to fill the vacancy created by the resignation of Councilmember Haleblian.

Staff Contact: Haig Haleblian, Acting Mayor

Background:

As the Council is aware, Haig Haleblian became the Acting Mayor on May 19, 2020 and formally resigned his position as City Councilmember on June 2, 2020. This created a vacancy until the end of his current term, which will expire in May 2021.

The Illinois Municipal Code provides the mechanism for filling a vacant City Council position. Because in this instance Councilmember Haleblian's term has fewer than 28 months left, the vacancy that was created on June 2, 2020 may be filled for the balance of the term by appointment. State law provides that the Mayor and City Council shall respectively appoint and approve a replacement within 60 days after the vacancy occurs (65 ILCS 5/5-2-12(g)).

In order to fill the vacancy, Acting Mayor Haleblian recommends that Mandy Montford be appointed to the City Council. Mrs. Montford's letter of interest is attached.

Votes Required to Pass:

Simple majority

DRAFT



RESOLUTION

**RESOLUTION OF THE ACTING MAYOR AND COUNCIL OF THE
CITY OF CRYSTAL LAKE, MCHENRY COUNTY, ILLINOIS
APPOINTING MANDY MONTFORD AS CITY COUNCILMEMBER
TO FILL THE VACANCY CREATED
BY THE RESIGNATION OF HAIG HALEBLIAN**

WHEREAS, Crystal Lake Councilmember Haig Haleblian was appointed Acting Mayor on May 19, 2020 and subsequently resigned his position as Councilmember on June 2, 2020; and

WHEREAS, Councilmember Haleblian was sworn in as City Councilmember on May 2, 2017, for a four-year term that is schedule to end in May 2021; and

WHEREAS, Councilmember Haleblian's resignation on June 2, 2020 created a vacancy on the City Council; and

WHEREAS, because Councilmember Haleblian's current term has fewer than 28 months left, the vacancy created on June 2, 2020 is required to be filled pursuant to Subsections 3.1-10-50(e) and 5-2-12(g) of the Illinois Municipal Code, 65 ILCS 5/3.1-10-50(e) and 5/5-2-12(g), by appointment made by the Acting Mayor and approval of the City Council of a person to serve the balance of Councilmember Haleblian's unexpired term of office; and

WHEREAS, the Acting Mayor and Council of the City of Crystal Lake desire to appoint Mandy Montford to fill the balance of Councilmember Haleblian's unexpired term of office;

NOW, THEREFORE, BE IT RESOLVED, by the Acting Mayor and Council of the City of Crystal Lake that effective June 16, 2020 Mandy Montford is hereby appointed to fill the vacancy created by Councilmember Haleblian's resignation, which appointment will be for the balance of Councilmember Haleblian's unexpired term of office, pursuant to Subsections 3.1-10-50(e) and 5-2-12(g) of the Illinois Municipal Code, 65 ILCS 5/3.1-10-50(e) and 5/5-2-12(g).

DATED this 16th day of June, 2020

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
ACTING MAYOR

SEAL
ATTEST

CITY CLERK

PASSED: June 16, 2020
APPROVED: June 16, 2020