



CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING
City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
June 15, 2021
7:00 p.m.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes – June 1, 2021 Regular City Council Meeting**
5. **Accounts Payable**
6. **Public Presentation**
The public is invited to make an issue oriented comment on any matter of public concern not otherwise on the agenda. The public comment may be no longer than 5 minutes in duration. Interrogation of the City staff, Mayor or City Council will not be allowed at this time, nor will any comment from the Council. Personal invectives against City staff or elected officials are not permitted.
7. **Mayor's Report**
8. **City Council Reports**
9. **Consent Agenda**
 - a. **4410 Northwest Highway, Doran – Special Use Permit to allow a major automotive repair use**
 - b. **Raffle Code Changes**
10. **86 Esther Street, Warfel – Variation from Articles 3-200 and 4-700 to allow a zero-foot front yard setback for a six-foot fence along the property line, a variation of 30 feet, and a Licensing Agreement to allow a six-foot fence to be located 15 feet into the right-of-way at the terminus of Esther Street**
11. **5459 and 5501 Northwest Highway, GW Properties – Preliminary Planned Unit Development (PUD) for two new limited service restaurants, and deferral of the requirement to bury overhead utility lines until an area-wide program is established**
12. **Lease Agreement with Lou Street Lockup**
13. **Bid Award – Police Department Uniforms**
14. **Approval of an Intergovernmental Agreement Amendment between the State of Illinois/Department of Natural Resources and the City of Crystal Lake for the City of Crystal Lake Flood Hazard Mitigation Project for the Pine Street/Oriole Trail/Crystal Lake Avenue Stormwater Solutions Study Area and approval of a property acquisition Ordinance for 24 S. Oriole Trail**
15. **Proposal Award: Consultant Selection for Design Engineering Services for the Dole Avenue Reconstruction Project**

- 16. Approval of an Intergovernmental Agreement with McHenry County for the Pedestrian Connections to the Regional Prairie Trail Improvement Project**
- 17. Board and Commission Reappointments – Library Board**
- 18. Council Inquiries and Requests**
- 19. Adjourn to Executive Session for the purpose of discussing matters of pending and probable litigation, the sale, purchase or lease of real property, collective bargaining and personnel**
- 20. Reconvene to Regular Session**
- 21. Adjourn**

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



Agenda Item No: 9a

**City Council
Agenda Supplement**

<u>Meeting Date:</u>	June 15, 2021
<u>Item:</u>	REPORT OF THE PLANNING & ZONING COMMISSION
<u>Request:</u>	Special Use Permit to allow a major automotive repair use
<u>Petitioner:</u>	Mario Doran, petitioner 4410 Northwest Highway
<u>PZC Recommendation:</u>	To approve the Planning & Zoning Commission (PZC) recommendation and adopt an Ordinance granting the Special Use Permit for a major automotive repair use at 4410 Northwest Highway.
<u>Staff Contact:</u>	Michelle Rentzsch, Director of Community Development Kathryn Cowlin, Assistant City Planner

Background:

- Request: The petitioner is requesting a Special Use Permit (SUP) for a major automotive repair use in Unit I of the subject property.
- The Car Care Center was annexed into the city in 1987 and the existing uses were allowed to continue.
- The unit was previously an automotive repair shop and was an existing use when the property was annexed, therefore, a SUP was not acquired.
- As this is a new user they are required to comply with the current codes, which requires the Special Use Permit.

PZC Highlights:

- The petitioner stated they are looking to open their first Crystal Lake auto repair business and agreed to the recommended conditions of approval.
- The PZC stated that the Findings of Fact had been met.

The PZC recommended **approval (7-0)** of the petitioner's request with the following conditions:

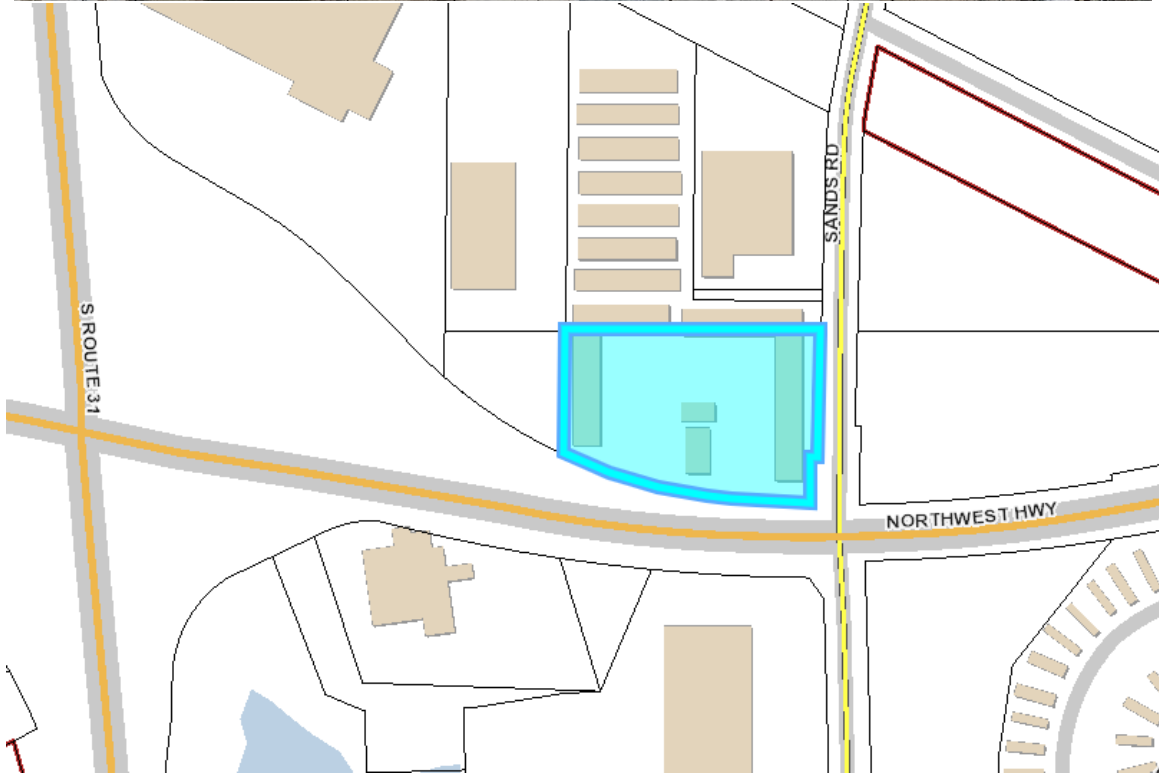
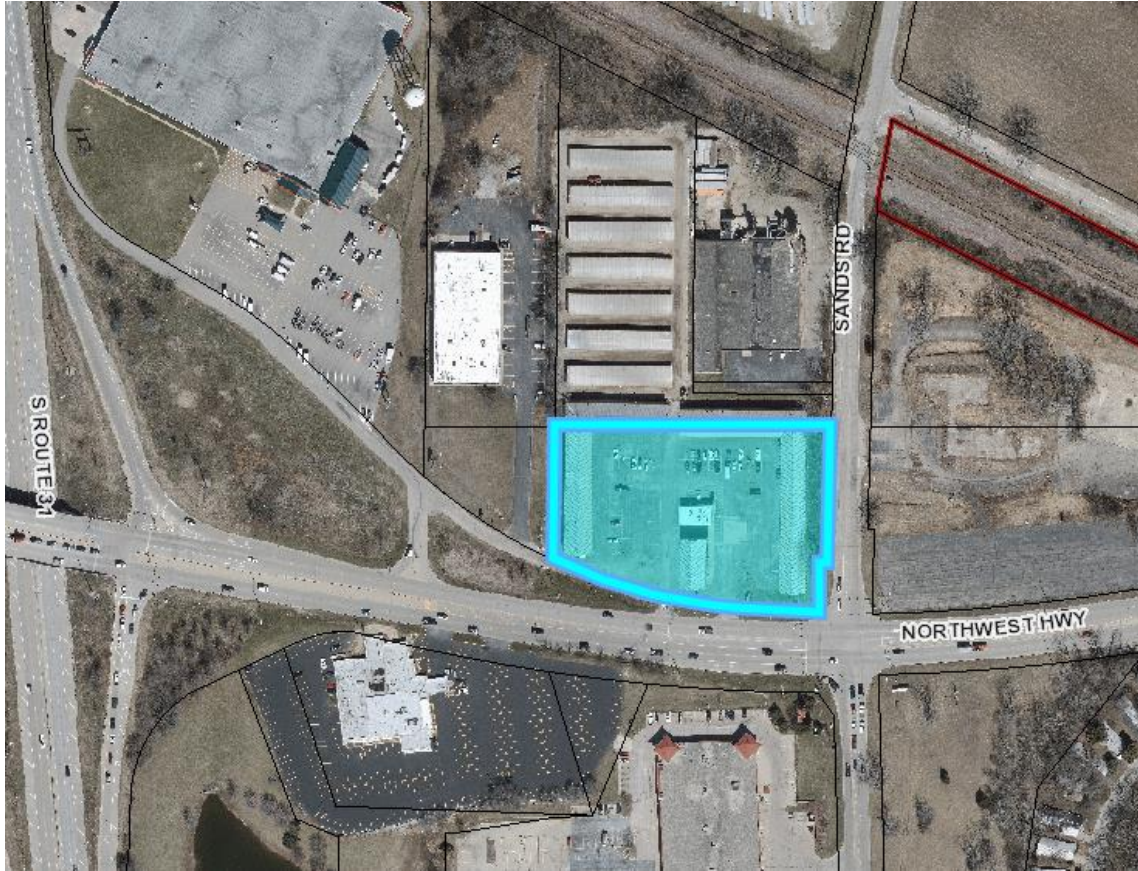
1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:

- A. Application (Doran, dated 04/30/2021)
- B. Floor Plan (Doran, received 05/26/2021)

2. If any vehicles are leaking, pans shall be placed under the vehicles to trap any fluids.
3. No junk, debris or other miscellaneous auto parts shall be stored outside.
4. Vehicles waiting to be picked up can be parked no longer than 7 calendar days after the repairs are completed and must be located in the parking spaces the farthest away from Route 14.
5. The petitioner shall address all of the review comments and requirements of the Community Development Department.

Votes Required to Pass: A simple majority.

PIQ MAP – 4220 NORTHWEST HWY – SPECIAL USE PERMIT



DRAFT

Ord. No. xxxx
File No. xxx



The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A SPECIAL USE PERMIT
AT 4410 NORTHWEST HWY

WHEREAS, pursuant to the terms of a Petition (File #PLN-2021-00076) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested a Special Use Permit to allow a major automotive repair use at 4410 Northwest Highway; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on May 13, 2021 in the Northwest Herald, held a public hearing at 7:00 p.m., on June 2, 2021 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Special Use Permit; and

WHEREAS, on June 2, 2021, 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 Special Use Permit be approved, as documented in the minutes, and

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

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 a Special Use Permit be granted to allow a major automotive repair use at the property commonly known as 4410 Northwest Highway (19-10-200-042), Crystal Lake, Illinois.

Section II: Said Special Use Permit is issued with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
 - A. Application (Doran, dated 04/30/2021)
 - B. Floor Plan (Doran, received 05/26/2021)
2. If any vehicles are leaking, pans shall be placed under the vehicles to trap any fluids.

DRAFT

Ord. No. xxxx
File No. xxx

3. No junk, debris or other miscellaneous auto parts shall be stored outside.
4. Vehicles waiting to be picked up can be parked no longer than 7 calendar days after the repairs are completed and must be located in the parking spaces the farthest away from Route 14.
5. The petitioner shall address all of the review comments and requirements of the Community Development Department.

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

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

DATED at Crystal Lake, Illinois, this 15th day of June, 2021.

City of Crystal Lake, an
Illinois municipal corporation

Haig Haleblian, MAYOR

SEAL

ATTEST:

Nick Kachiroubas, CITY CLERK

Passed: June 15, 2021

Approved: June 15, 2021



Agenda Item No: 9b

**City Council
Agenda Supplement**

- Meeting Date:** June 15, 2021
- Item:** Raffle Code Changes
- Staff Recommendation:** Motion to adopt an Ordinance amending Chapter 408-7 of the City Code, regarding Raffles
- Staff Contact:** Eric T. Helm, Deputy City Manager
-

Background:

The Illinois Raffles and Poker Runs Act (230 ILCS 15), allows municipalities to develop ordinances governing the issuance of raffle licenses. Chapter 408 of the City Code defines the conditions under which raffles must be conducted. The Act mandates that all raffles must be under the supervision of a manager designated by the entity that holds the raffle license. Due to the gambling aspect of raffles, as well as the importance of ensuring that all raffle proceeds are properly devoted to the not-for-profit organizations which receive these licenses, the Act requires that all raffles must be conducted under the supervision of a manager. The Act further requires the raffle manager to post a fidelity bond, unless this requirement is waived by an affirmative vote of the organization. Section 408-7 of the City Code adds the additional requirement that the manager designated by the organization must be a “resident of the City of Crystal Lake”.

Recently, two non-for-profit McHenry County organizations completed raffle applications, but were not able to designate a raffle manager who is a resident of the City. The organizations requested that the City consider changing this requirement in order to allow non-residents to serve as raffle managers. This would simplify the process for not-for-profit groups to obtain a raffle license, while still retaining the ability of these groups to mandate that the selected manager post a fidelity bond.

The City’s special legal counsel and City staff reviewed the organizations’ request. In the course of this review, it was noted that the requirement of residency for raffle managers is not common and not a requirement of any McHenry County communities surrounding Crystal Lake. The City’s special legal counsel believes that there is no legal advantage to include a residency requirement in the City Code, especially in light of the fact that State law does not mandate that a manager be a resident of the community where the raffle is conducted.

For these reasons, City staff recommends a change to the City Code eliminating the requirement for residency of the raffle manager.

Votes Required to Pass:

Simple majority

DRAFT



AN ORDINANCE AMENDING CHAPTER 408-7 OF THE CODE OF THE CITY OF CRYSTAL LAKE PERTAINING TO RAFFLES

WHEREAS, the City of Crystal Lake, (the “City”) is a home rule municipality as contemplated under Article VII, Section 6 of the Constitution of the State of Illinois and the passage of this Ordinance constitutes an exercise of the City’s home rule powers; and

WHEREAS, pursuant to the authority vested in municipalities by the Illinois Raffles and Poker Runs Act (230 ILCS 15/1) (the “Act”), and its home rule authority, the City is authorized to establish a system for the licensing of organizations to operate raffles within the corporate boundaries of the City; and

WHEREAS, pursuant to such authority, the City adopted Chapter 408 of the City Code, which Chapter provides for the licensing and regulation of Raffles; and

WHEREAS, in order to address recent amendments to the Act, the Mayor and City Council have found and determined that it is in the best interest of the City and its residents to amend certain sections of Chapter 408;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE:

SECTION I: Recitals. The foregoing recitals are hereby incorporated as though fully restated herein.

SECTION II: Amendments to Chapter 408-7. The following sections of Chapter 408-7 are hereby amended to provide as follows:

- (Additions are denoted in bold and underlined, deletions are denoted by strikethroughs)

§ 408-7 Raffles manager; bond.

Operation and conduct of raffles shall be under the supervision of a single raffles manager designated by the person or organization making application for a license. The manager ~~shall be a resident of the City of Crystal Lake and~~ shall give a fidelity bond in an amount not less than the anticipated gross receipts for each raffle. The bond shall be in favor of the organization and conditioned upon his/her honesty in the performance of duties. The bond shall also provide that notice be given in writing to the City of Crystal Lake not less than 30 days prior to its cancellation. The City Manager or his/her designated representative is authorized to waive the requirement for a

bond by including a waiver provision in the license issued, provided that the license containing such waiver provision shall be granted only by affirmative vote of the members of the licensed organization.

SECTION III: Effective Date. This ordinance shall be in full force and effect from and after its passage and approval according to law.

SECTION IV: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

DATED at Crystal Lake, Illinois, this 15th day of June, 2021

APPROVED:

Haig Haleblian, MAYOR

ATTEST:

Nick Kachiroubas, CITY CLERK

PASSED: June 15, 2021

APPROVED: June 15, 2021

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



Agenda Item No: 10

**City Council
Agenda Supplement**

Meeting Date:

June 15, 2021

Item:

REPORT OF THE PLANNING & ZONING COMMISSION

Request:

1. A variation from Articles 3-200 and 4-700 to allow a zero-foot front yard setback for a six-foot fence along the property line, a variation of 30 feet
2. License Agreement to allow a six-foot fence to be located 15 feet into the right-of-way at the terminus of Esther Street

Petitioner:

Jason Warfel, petitioner
86 Esther Street

PZC Recommendation:

To approve the Planning & Zoning Commission (PZC) recommendation and adopt an Ordinance granting the variation for a six-foot fence in the right-of-way and adopting a Resolution authorizing the City Manager to execute a the License Agreement for the new fence at 86 Esther Street.

Staff Contact:

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

Background:

- Existing Use: The subject property is single-family home.
- UDO Requirements: A six-foot fence is permitted with a 30-foot front yard setback.
- An existing 6-foot fence, owned by the McHenry County Conservation District (MCCD) is currently located on the Prairie Trail, immediately adjacent to the petitioner's eastern property line. As the fence has fallen into disrepair, neighbors, including the petitioner, have requested that MCCD repair the fence. MCCD has notified the adjacent property owners that they would remove the fence rather than replace it. The petitioner would like to install a new fence on his eastern property line to replace the current MCCD fence.
- Request: In order to allow for the erection of the new fence, the petitioner is requesting a variation to permit a zero-foot front yard setback for a six-foot fence along the eastern property line, a variation of 30 feet. The petitioner is also seeking to extend the fencing into the City's right-of-way so that the fence will end in a similar location as the existing MCCD fence (approximately 15 feet).

- In addition to the variation and in order to accommodate this extension of the fence, the petitioner is requesting that the city enter into a License Agreement which would allow the fence to be located within the city's right-of-way. License agreements have been utilized for other private improvements that encroach on City property.

PZC Highlights:

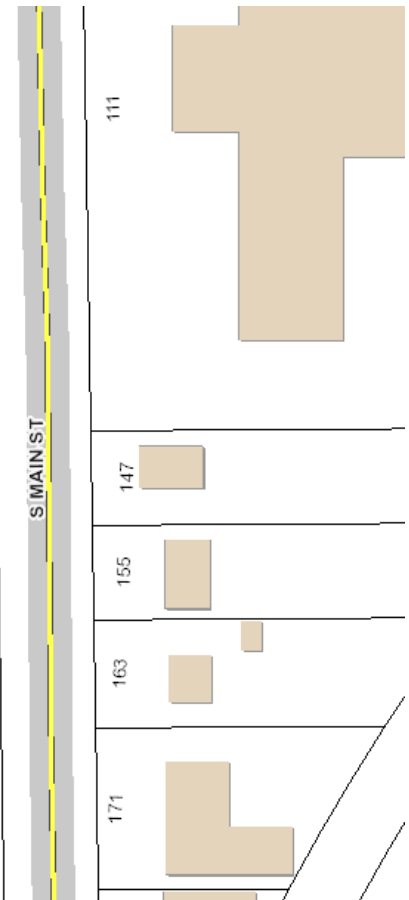
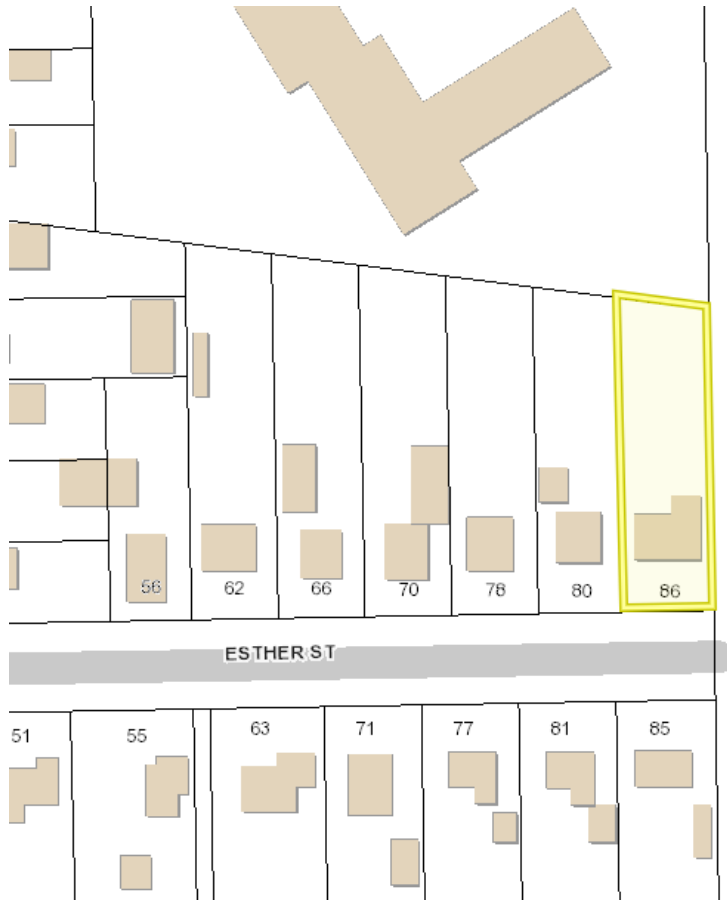
- The petitioner reviewed their unsuccessful attempts to get MCCD to repair and/or replace MCCD's old fence.
- The petitioner would like to install a six-foot fence to maintain privacy and security from the trail users.
- The PZC agreed that the hardship was the location of the Prairie Trail next to the property.
- The PZC stated that the Findings of Fact had been met.

The PZC recommended **approval (7-0)** 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 (Warfel, received 05/17/2021)
 - B. Plat of Survey (Warfel, received 05/17/2021)
2. The fence cannot extend into the right-of-way unless approved by the City Council.
3. Trim vegetation around the fire hydrant to maintain the required three-foot clearance.
4. Work with city staff to dedicate a Municipal Utility Easement along the edge of the property where the existing water main is located.
5. The petitioner shall address all of the review comments and requirements of the Public Works and Community Development Departments.

Votes Required to Pass: A simple majority.

PIQ MAP – 86 ESTHER STREET – VARIATION



DRAFT

Ord. No. xxxx
File No. xxx



The City of Crystal Lake Illinois

**AN ORDINANCE GRANTING A SIMPLIFIED RESIDENTIAL VARIATION
AT 86 ESTHER STREET**

WHEREAS, pursuant to the terms of a Petition (File #PLN-2021-00084) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested a simplified residential variation to allow a zero-foot front yard setback for a six-foot fence along the property line, a variation of 30 feet at 86 Esther Street; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on May 17, 2021 in the Northwest Herald, held a public hearing at 7:00 p.m., on June 2, 2021 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed simplified residential variation; and

WHEREAS, on June 2, 2021, 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 simplified residential variation be approved, as documented in the minutes, and

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

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 a simplified residential variation be granted to allow a zero-foot front yard setback for a six-foot fence along the property line, a variation of 30 feet at the property commonly known as 86 Esther Street (19-05-228-042), Crystal Lake, Illinois.

Section II: Said simplified residential variation is issued with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
 - A. Application (Warfel, received 05/17/2021)

DRAFT

Ord. No. xxxx
File No. xxx

B. Plat of Survey (Warfel, received 05/17/2021)

2. The fence cannot extend into the right-of-way unless approved by the City Council.
3. Trim vegetation around the fire hydrant to maintain the required three-foot clearance.
4. Work with city staff to dedicate a Municipal Utility Easement along the edge of the property where the existing water main is located.
5. The petitioner shall address all of the review comments and requirements of the Public Works and Community Development Departments.

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

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

DATED at Crystal Lake, Illinois, this 15th day of June, 2021.

City of Crystal Lake, an
Illinois municipal corporation

Haig Haleblian, MAYOR

SEAL

ATTEST:

Nick Kachiroubas, CITY CLERK

Passed: June 15, 2021

Approved: June 15, 2021

DRAFT



The City of Crystal Lake Illinois

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is hereby authorized and directed to execute a license agreement with the property owner of 86 Esther Street for the construction of a new fence in the Esther Street right-of-way, as indicated on the approved plan.

DATED at Crystal Lake, Illinois, this 15th day of June, 2021.

CITY OF CRYSTAL LAKE, an Illinois
Municipal Corporation

BY: _____
MAYOR

SEAL

ATTEST:

CITY CLERK

PASSED: June 15, 2021

APPROVED: June 15, 2021

DRAFT

LICENSE AGREEMENT

THIS AGREEMENT is made this 15th day of June, 2021, between the CITY OF CRYSTAL LAKE, an Illinois municipal corporation (“the City”), and Jason Warfel, owner of 86 Esther Street Crystal Lake, Illinois (“the Licensee”):

WITNESSETH:

WHEREAS, the City is the owner of the right-of-way known as Esther Street (the “City Right-of-Way”); and

WHEREAS, the Licensee is the owner of 86 Esther Street abutting the City Right-of-Way (the “Subject Property”); and

WHEREAS, the Licensee intends to erect a six-foot fence upon the eastern property line of the Subject Property and to extend such fence, within the City Right-of Way, for a distance of 15 feet; and

WHEREAS, the Licensee desires to acquire a license to permit the Licensee to erect and maintain a portion of the fence within the City Right-of-way as described herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Licensee hereby agree as follows:

1. Recitals. The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.
2. License. The City hereby grants to the Licensee a non-assignable, non-transferable license for the installation and maintenance of a six-foot fence for a distance of 15 feet from approximately, the southeast corner of the Subject Property, as more fully depicted in Exhibit A, attached hereto (the “Licensed Use”). The precise location, materials and design of the fence to be installed pursuant to the license granted herein shall be in accordance with such plans as may be approved by the City and the Licensed Use shall be subject to all terms, conditions and reservations set forth in this Agreement.
3. Term and Termination. The term of this License Agreement shall be 5 years and shall automatically renew for additional terms of five years unless either party provides written notice to the other party of its intent to not renew the agreement at least thirty (30) days prior to the termination of the initial term or any renewal term. In the event that such notice is

given, this License Agreement shall terminate upon the expiration of the then current term. In addition to the City's right to terminate any future renewals of this License Agreement, the City reserves the right, during the initial term or during any renewal term, to terminate this License Agreement, with or without cause, upon not less than sixty (60) days written notice to the Licensee. Upon the termination of this License, the Licensee shall remove the portion of the fence erected pursuant to this License within thirty (30) days of such written notice or such longer period as the City may agree to in writing. In the event that the Licensee fails to remove such portion of the fence, as required herein, the City may cause such removal, utilizing its own resources or such third parties as may be retained by the City and may enter upon such portions of the Licensee's Property as may be necessary to carry out such removal. In the event that the City is required to carry out such removal, the Licensee shall reimburse the City for all costs incurred for such purposes. The City shall not be liable to the Licensee for any loss or damage suffered by the Licensee by reason of any such termination and/or removal and the provisions this Section 3 and Sections 7 and 8 of this License Agreement shall survive any such termination and/or removal.

4. Improvements. Except as provided herein, no alterations, improvements or additions shall be made to the Licensed Use, without the expressed written consent of the City.

5. Maintenance. The Licensee shall maintain the Licensed Use in a clean, safe and slightly condition at the Licensee's sole expense and shall remove any litter within the Licensed Use, as needed.

6. Reservation of Rights. The license herein granted to the Licensee is subordinate and subject to the existing rights of the City and third persons under existing easements or other agreements affecting the Licensed Use.

7. No Easement or Prescriptive Rights. The Licensee does hereby acknowledge and agree, that its use and installation of the Licensed Use is pursuant to this revocable license and shall not be deemed to give rise to any form of easement. The Licensee does hereby further acknowledge, and agree, that no prescriptive rights have arisen prior to the date of this License Agreement nor shall any prescriptive rights be deemed to arise out of this License Agreement.

8. Release; Hold Harmless. The Licensee agrees to, and does hereby, release, indemnify and save harmless the City and its elected and appointed officers, officials, agents, representatives, attorneys and employees from, and waive all of its rights against the City and its elected and appointed officers, officials, agents, representatives, attorneys and employees for, all claims, litigation and liability, including administrative costs and attorneys' fees incidental thereto, on account of injury to or death of any person or persons whomsoever, on account of damage to any property, or on account of any other claim, injury or loss, no matter how sustained, allegedly caused by, connected with, or in any way attributable to, the rights herein granted to the Licensee in regards to the Licensed Use, the use or misuse of the Licensed Use by the Licensee, its agents, guests or invitees, the Licensee's failure to comply with any of the terms and conditions hereof, or the termination of this Agreement.

DRAFT

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

CITY OF CRYSTAL LAKE

By: _____

In Presence of:

Jason Warfel

By: _____



Agenda Item No: 11

**City Council
Agenda Supplement**

Meeting Date: June 15, 2021

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Requests:

1. Preliminary Planned Unit Development for two new limited service restaurants, and
2. Deferral of the requirement to bury the overhead utility lines until an area-wide program is established.

Petitioner: Mitch Golitz, GW Properties, Petitioner
5459 and 5501 Northwest Highway

PZC Recommendation: Motion to approve the Planning & Zoning Commission (PZC) recommendation and adopt an Ordinance granting the Preliminary Planned Unit Development with variations and deferral of the requirement to bury the overhead utility lines for the Guzman Y Gomez at 5459 Northwest Highway and the Wendy's at 5501 Northwest Highway.

Staff Contact: Michelle Rentzsch, Director of Community Development
Elizabeth Maxwell, City Planner

Background

- The site is a vacant parking lot and was part of the former Pauly Toyota site.
- Raising Cane's is currently under construction on the lot to the east.
- The property is within the Three Oaks Recreation Area Planned Unit Development overlay district. It is the intent of the Three Oaks PUD Overlay District to promote orderly and high-quality development that is compatible with the character and use of Three Oaks, consistent with and complementary of the area's recreational uses and amenities and supportive of a strong and stable tax base
- The site features two limited service restaurants. Access points along Route 14 were set with the original traffic study for Raising Cane's and limited the access to the shared driveway between Cassidy Tire and the proposed Wendy's and the Raising Cane's driveway. A shared access easement over the frontage road will serve each individual user.
- The traffic study will need to be updated as the original counts anticipated one sit-down restaurant on these parcels. The two limited service fast-food restaurants will be revised

for traffic generation, and the on-site circulation, pedestrian safety and access, and truck maneuvering.

- The boardwalk is not being constructed by these tenants and is shown for illustrative purposes only. A condition is added to the approval that the restaurant owners will work with the City regarding the boardwalk. The Planning and Zoning Commission suggested that staff start the design process on the boardwalk amenity.
- Due to the right-of-way dedication necessary to accommodate the deceleration lane for the Raising Cane's driveway, the parking lot setback and parking lot landscape setback will not be met. To meet these would cause the access road to stagger between the three properties.

Request

Elevations:

Wendy's

- Grey stacked "thin" stone wraps around the building base and climbs the high tower element. The stone combined with the wood patio seating borrow elements from the look of the Three Oaks Recreation Area lake house.
- The grey stone and reddish brick will blend well with the Raising Cane's development.
- The current elevations only meet 4 of the 10 design standards, they need to meet 6 of the standards to be considered in compliance. The petitioner stated that revisions will be made to meet the minimum 6 standards. This is discussed further in the PZC Highlights section.

Guzman Y Gomez

- The elevation features Yankee Hill Matte Charcoal brick which is a dusky grey color. This is accented with yellow EIFS at the drive-through windows, yellow colored soldier course brick and yellow awnings.
- The base brick color and the tower element was amended to be the brown brick colored Alamo, which matches the medium brick color from the Raising Cane's development.
- The revised elevations meet 3 of the 10 design standards. With a few changes to the top cap, entry feature, and windows the building should be in compliance with the minimum 6 standards required.

Signage:

- Wendy's illustrates the circular logo on the tower element and two "Wendy's" signs on either side elevation. All signs will not exceed the maximum 150 square-foot total.
- Guzman Y Gomez is taking advantage of the PUD criteria and requesting bonus signage allowing them up to 219.75 square feet. They have reduced the wall sign sizes and eliminated the sign on the rear elevation to meet the maximum size. They are requesting additional signage as further discussed in the PZC Highlights section.

Variations:

- 4-200 E. 1 Parking Lot Setback and 4-400 F. b.i. Site Landscape abutting a right-of-way from the requirement to provide a 20-foot parking lot setback and 15-foot landscape setback. The setback is being reduced to between 14 feet and 3 feet.

- 4-400F4. Foundation Landscaping from the requirement to provide the 5-foot of materials around the perimeter of the building. The north and west sides of the Wendy's building foundation is not meeting the minimum 5 feet of landscape and is providing zero feet, except at the far southwest corner of the elevation.
- Article 4-1000 Signs. Wall signage for Guzman Y Gomez started at 323.7 square feet, 103.95 square feet above what is allowed. They revised the elevations to eliminate the need for the variation and signage was presented to the PZC at 219.75 square feet. Discussion at the PZC meeting to add additional details and signage along the rear elevation has them requesting to increase the signage beyond what is allowed. This is discussed further in the PZC Highlights.

PZC Highlights

- The petitioner raised concerns over several of the Conditions of Approval. Their concerns and the PZC responses are listed below:
 - Condition 2C which requested the entrance into Wendy's be reduced in width. The petitioner noted that the entrance was wide to accommodate truck turning movements. The PZC stated they were concerned with high-speeds especially with a curving traffic pattern. They urged the petitioner to look for ways to reduce the pavement and make a safer entry. The condition was changed to "Work with staff on a design for a slower and safer entrance to the site". The petitioner states in the acknowledgement statement that they still have concerns with this condition, but will try to work with staff on a safer entrance.
 - Condition 3B which required Wendy's to look at ways to provide foundation base plantings on the north and west sides of the building. The PZC noted that additional green space could be added even in small planters. This would dress up the front of the building and provide more safety for the patrons. The condition was changed to "Work with staff on options for foundation landscaping along the west and north sides including possibly adding planters". The petitioner states in the acknowledgement statement that there are concerns with adding landscape along here. They understand the need for safety and could possibly install bollards to protect the building.
 - Condition 4B which noted that Wendy's needed to make changes to the elevations including a prominent entry feature. The petitioner noted that this was not in the brand architectural style. They would work with the tenant to meet the required 6 of the 10 design standards. The PZC wanted the petitioner to go above and beyond the minimum of 6 and they could easily add some unique features to meet those even though it was not the typical brand standard, especially since Crystal Lake and this area should have a unique elevation. The petitioner states in the acknowledgement statement that they will highlight the north entry which is under the outdoor seating canopy and that the west entry is an exit door and not a primary entrance.
 - Condition 4E which noted that Guzman Y Gomez needed to make changes to the elevations including a more prominent entry feature. Again the PZC noted that the petitioner should go above and beyond the minimum 6 required. The General

Manager for Guzman Y Gomez presented some revised elevations and spoke to the restaurant's look and feel and said that everyone would be happy with the design. The petitioner did not note any objection to the wording of this condition in the acknowledgment statement and it appears they intend to meet it.

- Condition 4G which required Guzman Y Gomez to reduce their signage to meet the UDO requirements. The PZC discussed the need for some additional signage on the rear elevation. The PZC did not modify the condition to allow additional variations for signage. The petitioner states in the acknowledgement statement that they would like flexibility with the signage to add some additional signage to the rear, if necessary.
- The PZC for the most part did like the site layout and the building styling. They felt that all three properties were creating a unique destination, which fit the character of the area, but also stood out.
- Chairman Greenman voted no as he thought this was not the vision for the area and did not meet the intent of the Three Oaks PUD.
- The Commission noted that the request met the Findings of Fact.

The Planning and Zoning Commission recommended **approval (6-1)** of the petitioner's requests with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
 - A. Application (GW Properties, received 05/18/21)
 - B. Site Plan (Design Studio 24, dated 06/10/21, received 6/10/21)
 - C. Wendy's Elevations (Wallin Gomez Architects, dated 05/12/21, received 05/18/21)
 - D. Wendy's Monument Sign (Custom Sign Center, dated 04/27/21, received 05/18/21)
 - E. Guzman Y Gomez Elevations and Signage (Interplan, dated 05/05/21, received 05/18/21)
 - F. Landscape Plan (Kimley Horn, dated 05/18/21, received 05/18/21)
2. Site Plan
 - A. All municipal utilities are required to be in a Municipal Utility Easement (MUE). A Plat of Easement is required to be provided to the City.
 - B. Owner shall record the cross access easement on these two lots prior to sale and with the Raising Cane's owners, which spells out access and maintenance responsibilities between the three owners. Provide a copy of the recorded easement for City records.
 - C. ~~The entrance to Wendy's is 40 feet wide; this shall be reduced to provide a slower safer entrance into the site. The landscape island shall be increased up to the needed width of the truck turning movement design. If the driveway cannot be narrowed, explore eliminating some parking and adding a second entrance at the south end of the property for larger delivery vehicles. Work with staff on a design for a slower and safer entrance to the site.~~ Work with staff on a design for a slower and safer entrance to the site. (Amended by PZC)
3. Landscape Plan
 - A. Small deciduous and medium evergreen trees are required around the monument signs.
 - B. Work with staff on options for foundation landscaping Wendy's to look at

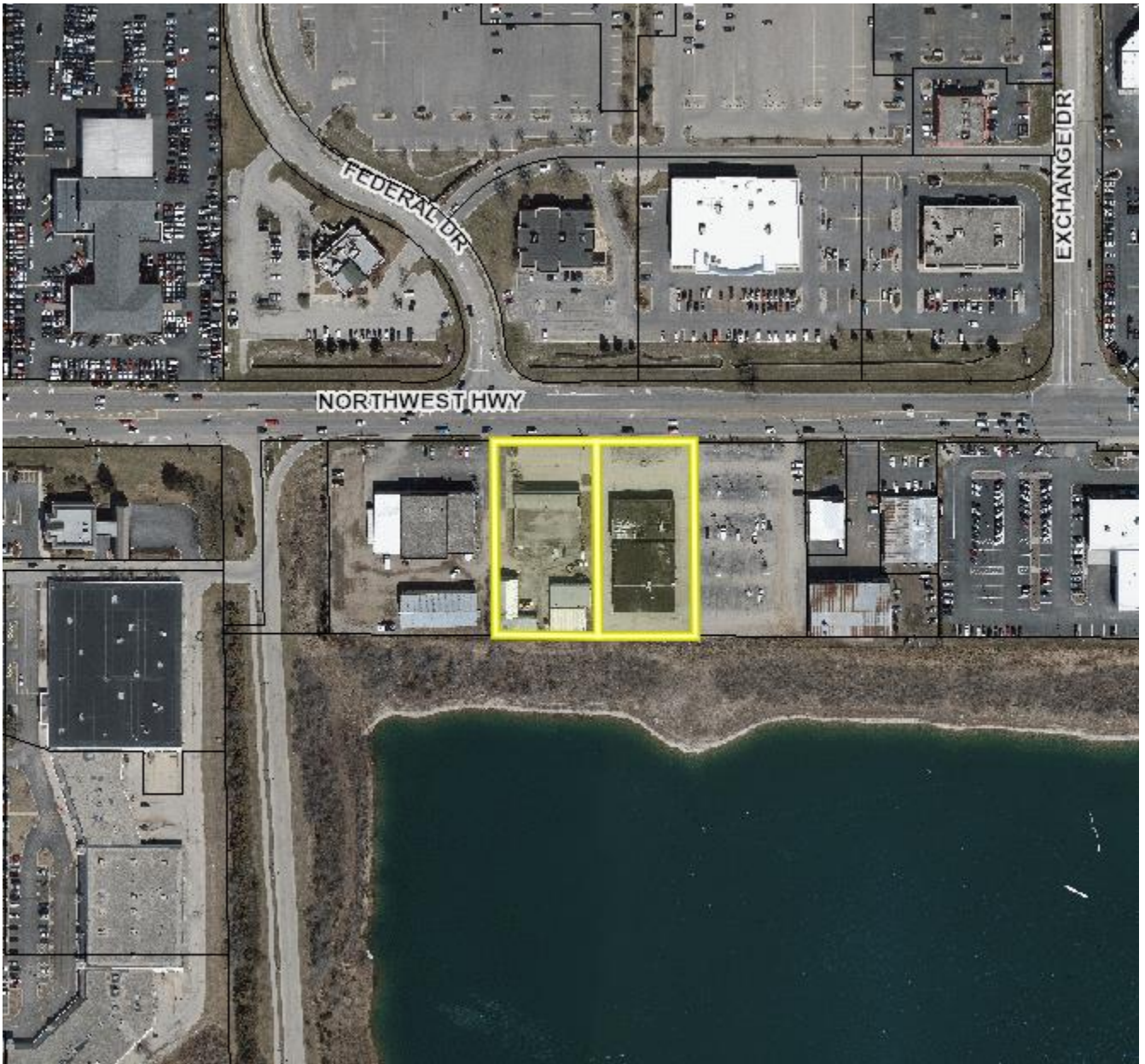
~~options to providing foundation base landscape~~ along the west and north sides including possibly adding planters. (Amended by PZC)

4. Elevations
 - A. Wendy's shall install a minimum 2-foot-high knee wall at the base of all window areas, which matches the adjacent thin stone.
 - B. Wendy's to create prominent entry features at the main door on the west elevation.
 - C. Wendy's to provide 4-sided architecture for review. Ensure the highest brick covered portion of the building contains some additional details to break up the wall plane.
 - D. Guzman Y Gomez shall increase the top cap making it a multi-layered decorative top cap.
 - E. Guzman Y Gomez shall better define entryways on the North Elevation with decorative treatment around or above the doorways.
 - F. Guzman Y Gomez should look for ways to enhance the exterior architecture of the building to meet the design standards.
 - G. Guzman Y Gomez shall reduce the signage to meet the UDO requirements of 219.75 square feet of total wall signage.
 - H. No LED, under cove, tape, or rope lighting is permitted along the top cap, top of parapet or top of any wall section, under cornices, around doors or windows on either the Wendy's or Guzman Y Gomez buildings.
5. Traffic Study
 - A. An updated traffic study will be required, work with staff to initiate and complete this process prior to Final PUD approval.
 - B. Provide detailed analysis of deliveries and garbage pickup and truck turning movements for review.
 - C. Provide an analysis of the on-site circulation and pedestrian and bicyclist safety.
6. Wendy's and Guzman Y Gomez shall participate with the City during the construction of the boardwalk and related amenities like benches, gazebos, etc. along their property.
7. The petitioner shall address all of the review comments and requirements of the Community Development, Fire Rescue, and Public Works Departments, as well as the City's Stormwater Consultant and the final approved Traffic Study.

Votes Required to Pass:

A simple majority vote

PIQ Map



DRAFT

Ord. No.
File No.



The City of Crystal Lake Illinois

**AN ORDINANCE GRANTING A PRELIMINARY PLANNED
UNIT DEVELOPMENT AND A DEFERRAL TO BURY THE
OVERHEAD UTILITY LINES AT 5459 AND 5501 NORTHWEST HIGHWAY**

WHEREAS, pursuant to the terms of a Petition (File #PLN-2021-66) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested the issuance of a Preliminary Planned Unit Development for two new limited service restaurants with variations for parking lot setback, parking lot landscape setback, foundation base landscape, total wall signage for Guzman Y Gomez, and a deferral from the requirement to bury the overhead utility lines to construct a 2,828 square-foot Guzman Y Gomez restaurant and a 2,553 square-foot Wendy's restaurant at 5459 and 5501 Northwest Highway respectively; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on May 1, 2021 in the Northwest Herald, held a public hearing at 7:00 p.m., on June 2, 2021 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Preliminary Planned Unit Development with variations and the Deferral from the requirement to bury the overhead utility lines, and

WHEREAS, on June 2, 2021, 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 Planned Unit Development with Variation and a Deferral from the requirement to bury the overhead utility lines be approved, all as more specifically set forth in the minutes from the Planning and Zoning Commission in Case #PLN-2021-66, dated as of July 2, 2021; and

WHEREAS, it is in the best interests of the CITY OF CRYSTAL LAKE that the Preliminary Planned Unit Development with variations and a deferral from the requirement to bury the overhead utility lines be buried be issued as requested in said Petition.

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

Section I: That a Preliminary Planned Unit Development with variations for parking lot setback, parking lot landscape setback, foundation base landscape, total wall signage for Guzman Y Gomez,

and a deferral from the requirement to bury the overhead utility lines be issued to allow the construction of two new limited service restaurants for the Guzman Y Gomez at 5459 Northwest Highway (19-09-201-001) and Wendy’s at 5501 Northwest Highway (19-09-201-019), Crystal Lake, Illinois.

Section II: Said Preliminary Planned Unit Development with variations and a deferral from the requirement to bury the overhead utility lines is issued with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
 - A. Application (GW Properties, received 05/18/21)
 - B. Site Plan (Design Studio 24, dated 06/10/21, received 6/10/21)
 - C. Wendy’s Elevations (Wallin Gomez Architects, dated 05/12/21, received 05/18/21)
 - D. Wendy’s Monument Sign (Custom Sign Center, dated 04/27/21, received 05/18/21)
 - E. Guzman Y Gomez Elevations and Signage (Interplan, dated 05/05/21, received 05/18/21)
 - F. Landscape Plan (Kimley Horn, dated 05/18/21, received 05/18/21)

2. Site Plan
 - A. All municipal utilities are required to be in a Municipal Utility Easement (MUE). A Plat of Easement is required to be provided to the City.
 - B. Owner shall record the cross access easement on these two lots prior to sale and with the Raising Cane’s owners which spells out access and maintenance responsibilities between the three owners. Provide a copy of the recorded easement for City records.
 - C. Work with staff on a design for a slower and safer entrance to the site.

3. Landscape Plan
 - A. Small deciduous and medium evergreen trees are required around the monument signs.
 - B. Work with staff on options for foundation landscaping along the west and north sides including possibly adding planters.

4. Elevations
 - A. Wendy’s shall install a minimum 2-foot-high knee wall at the base of all window areas which matches the adjacent thin stone.
 - B. Wendy’s to create prominent entry features at the main door on the west elevation.
 - C. Wendy’s to provide 4-sided architecture for review. Ensure the highest brick covered portion of the building contains some additional details to break up the wall plane.
 - D. Guzman Y Gomez shall increase the top cap making it a multi-layered decorative top cap.
 - E. Guzman Y Gomez shall better define entryways on the North Elevation with decorative treatment around or above the doorways.

- F. Guzman Y Gomez should look for ways to enhance the exterior architecture of the building to meet the design standards.
 - G. Guzman Y Gomez shall reduce the signage to meet the UDO requirements of 219.75 square feet of total wall signage.
 - H. No LED, under cove, tape, or rope lighting is permitted along the top cap, top of parapet or top of any wall section, under cornices, around doors or windows on either the Wendy's or Guzman Y Gomez buildings.
5. Traffic Study
- A. An updated traffic study will be required, work with staff to initiate and complete this process prior to Final PUD approval.
 - B. Provide detailed analysis of deliveries and garbage pickup and truck turning movements for review.
 - C. Provide an analysis of the on-site circulation and pedestrian and bicyclist safety.
6. Wendy's and Guzman Y Gomez shall participate with the City during the construction of the boardwalk and related amenities like benches, gazebos, etc. along their property.
7. The petitioner shall address all of the review comments and requirements of the Community Development, Fire Rescue, and Public Works Departments, as well as the City's Stormwater Consultant and the final approved Traffic Study.

Section III: That the City Clerk be and is hereby directed that all pertinent records of the City of Crystal Lake to show the issuance of a Preliminary Planned Unit Development with variations and a deferral from the requirement to bury the overhead utility lines in accordance with the provisions of this Ordinance, as provided by law.

DRAFT

Ord. No.
File No.

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

DATED at Crystal Lake, Illinois, this 15th day of June, 2021.

City of Crystal Lake, an
Illinois municipal corporation

Haig Haleblian, MAYOR

SEAL

ATTEST:

Nick Kachiroubas, CITY CLERK

Passed: June 15, 2021

Approved: June 15, 2021



Agenda Item No: 12

City Council Agenda Supplement

Meeting Date:

June 15, 2021

Item:

Lease Agreement with Lou Street Lockup

Staff Recommendation:

Motion to adopt a Resolution authorizing the City Manager to execute a one-year lease agreement with Lou Street Lockup for the use of the property at 6210 Lou Street, at a rate of \$2,000 per month.

Staff Contact:

Eric T. Helm, Deputy City Manager

Background:

The City's Police Department utilizes off-site storage for vehicles and equipment that have been impounded and are required to be stored. Since 2007, the City has utilized Lou Street Lockup, located at 6210 Lou Street, for this purpose. The facility currently meets the City's storage needs and the monthly rent of \$2,000 has not increased since 2007. Due to these factors, it is recommended that the lease with Lou Street Lockup continue until July 17, 2022.

There is no change to the attached "Industrial Building Lease" language that was previously reviewed and approved by City legal counsel.

Votes Required to Pass:

Simple majority

DRAFT

Res. _____



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 one (1) year lease agreement with Lou Street Lockup in the form attached hereto as Exhibit A for the use of the property at 6210 Lou Street, Suite 1 at a rate of \$2,000 per month.

DATED this 15th day of June, 2021.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST:

Nick Kachiroubas, CITY CLERK

PASSED: June 15, 2021

APPROVED: June 15, 2021

DRAFT

Exhibit A
Lou Street Lockup Industrial Building Lease

DRAFT

INDUSTRIAL BUILDING LEASE

DATE OF LEASE	TERM OF LEASE	
	BEGINNING	ENDING
July 18, 2021	July 18, 2021	July 17, 2022
MONTHLY RENT - \$2,000.00		
PREMISES: 6210 Lou Street, Suite 1, Crystal Lake, Illinois 60014		
PURPOSE		
Storage of City vehicles and equipment and vehicles and equipment that have been impounded and are required to be stored by the City of Crystal Lake		

LESSEE

Name: City of Crystal Lake
Address: 100 W. Woodstock Street
City: Crystal Lake, IL 60014

LESSOR

Name: Lou Street Lockup
Address: P.O. Box 551
City: Crystal Lake, IL 60039-0551

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

LEASE COVENANTS AND AGREEMENTS

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

2. CONDITION AND UPKEEP OF PREMISES. Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, or his agent, prior to or at the execution of this Lease that are not herein expressed; Lessee will keep the Premises, including all appurtenances, in good repair, replacing all broken glass with glass of the same size and quality as that broken, and will replace all damaged plumbing fixtures with others of equal quality, and will keep the Premises, including adjoining alleys, in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this Lease at Lessee's expense, and will without injury to the roof, remove all snow and ice from the same when necessary, and will remove the snow and ice from the sidewalk abutting the Premises; and upon the termination of this Lease, in any way, will yield up the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will deliver the keys therefor at the place of payment of said rent.

3. LESSEE NOT TO MISUSE; SUBLET; ASSIGNMENT. Lessee will not allow Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other hereinbefore specified, and will not load floors with machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances, and will not allow the Premises to be occupied in whole, or in part, by any other person, and will not sublet the same, or any part thereof, nor assign this Lease without in each case the written consent of the Lessor first had, and

Lessee will not permit any transfer by operation of law of the interest in Premises acquired through this Lease, and will not permit Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building or increase the fire hazard of the building, or disturb the tenants or the neighborhood, and will not permit the same to remain vacant or unoccupied for more than ten (10) consecutive days; and will not allow any signs, cards or placards to be posted, or placed thereon, nor permit any alteration of or addition to any of the Premises, except by written consent of Lessor; all alterations and additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid.

4. MECHANIC'S LIEN. Lessee will not permit any mechanic's lien or liens to be placed upon the Premises or any building or improvement thereon during the term hereof, and in case of the filing of such lien Lessee will promptly pay same. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor to the Lessee, the Lessor shall have the right and privilege at Lessor's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of bill therefor.

5. INDEMNITY FOR ACCIDENTS. Lessee covenants and agrees that it will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense arising out of any accident or occurrence on or about the Premises, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep harmless the Lessor against and from any such claims and against and from any such loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provision hereof.

6. NON-LIABILITY OF LESSOR. Except as provided by Illinois statute, Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair, nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above upon or about Premises or any building or improvement thereon nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts of neglect of any owners or occupants of adjacent or contiguous property.

7. KEEP PREMISES IN REPAIR. Lessor shall not be obliged to incur any expense for repairing any of Lessee's improvements upon said demised premises or connected therewith, and the Lessee, at his own expense, will keep all such improvements in good repair (injury by fire, or other causes beyond Lessee's control excepted) as well as in a good tenantable and wholesome condition, and will comply with all local or general regulations, laws and ordinances applicable thereto, as well as lawful requirements of all competent authorities in that behalf. Lessee will, as far as possible, keep such improvements from deterioration due to ordinary wear and from falling temporarily out of repair. If Lessee does not make repairs as required hereunder promptly and adequately, Lessor may, but need not make such repairs and pay the costs thereof, and such costs shall be so much additional rent immediately due from and payable by Lessee to Lessor.

8. ACCESS TO PREMISES. Lessee will allow Lessor access to the Premises only when accompanied by a representative of the City for the purpose of examining or exhibiting the same,

or to make any repairs, or alterations thereof which Lessor may see fit to make and will allow to have placed upon the Premises at all times notice for “For Sale” and “To Rent”, and will not interfere with the same.

9. ABANDONMENT AND RELETTING. If Lessee shall abandon or vacate the Premises, or if Lessee’s right to occupy the Premises be terminated by Lessor by reason of Lessee’s breach of any of the covenants herein, the same may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit, subject to Illinois statute; and if a sufficient sum shall not thus be realized monthly, after paying the expenses of such re-letting and collecting to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiencies monthly during the remaining period of this Lease.

10. EXTRA FIRE HAZARD. There shall not be allowed, kept or used on the Premises any flammable or explosive liquids or materials save such as may be necessary for use in the business of the lessee, and in such case, any such substances shall be delivered and stored in amount, and use, in accordance with the rules of the applicable Board of Underwriters and statutes and ordinances now or hereafter in force.

11. DEFAULT BY LESSEE. If default is made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, Lessor may, at any time thereafter at his election, declare said term ended and re-enter the Premises or any part thereof, with or (to the extent permitted by law) without notice or process of law, and remove Lessee or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent, and Lessor shall have at all times the right to distrain for rent due, and shall have a valid and first lien upon all personal property which Lessee now owns or may hereafter acquire or have an interest in, which is by law subject to such distraint, as security for payment of the rent herein reserved.

12. NO RENT DEDUCTION OR SET OFF. Lessee’s covenant to pay rent is and shall be independent of each and every other covenant of this Lease. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from rent nor set off against any claim for rent in any action.

13. RENT AFTER NOTICE OR SUIT. It is further agreed, by the parties hereto, that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Lessor may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit or said judgment.

14. PAYMENT OF COSTS. Lessee will pay and discharge all reasonable costs, attorney’s fees and expenses that shall be made and incurred by Lessor in enforcing the covenants and agreements of this Lease.

15. RIGHTS CUMULATIVE. The rights and remedies of Lessor under this Lease are cumulative. The exercise or use of any one or more thereof shall not bar Lessor from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise nor use of any right or remedy by Lessor waive any other right or remedy.

16. FIRE AND CASUALTY. In case the Premises shall be rendered un-tenantable during the term of this Lease by fire or other casualty, Lessor, at its option, may terminate the Lease or repair the Premises within sixty (60) days thereafter. If Lessor elects to repair, this Lease shall remain in effect provided such repairs are completed within said time. If Lessor shall not have repaired the Premises within said time, then at the end of such time the term hereby created shall

DRAFT

terminate. If this Lease is terminated by reason of fire or casualty as herein specified, rent shall be apportioned and paid to the day of such fire or casualty.

17. SUBORDINATION. This Lease is subordinate to all mortgages which may now or hereafter affect the Premises.

18. PLURALS; SUCCESSORS. The words “Lessor” and “Lessee” wherever herein occurring and used shall be construed to mean “Lessors” and “Lessees” in case more than one person constitutes either party to this Lease, and all the covenants and agreements contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns and may be exercised by his or their attorney or agent.

19. SEVERABILITY. Wherever possible, each provision of this Lease shall be interpreted in such a manner as to be effective and valid under applicable law; but if any provision of this Lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease. If this instrument is executed by a corporation, such execution has been authorized by a duly adopted resolution of the Board of Directors of such corporation.

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

LESSEE:

LESSOR:

CITY OF CRYSTAL LAKE

LOU STREET LOCKUP

By: _____

By: _____

Printed Name: Gary J. Mayerhofer

Printed Name: _____



Agenda Item No: 13

**City Council
Agenda Supplement**

Meeting Date: June 15, 2021

Item: Bid Award - Police Department Uniforms

Staff Recommendation: Motion to award the bid for the pricing and purchase of Police Department uniforms beginning August 2021 to the lowest responsive and responsible bidder, Ray O'Herron Co., Inc. and adopt a Resolution authorizing the City Manager to execute a purchase agreement with Ray O'Herron Co., Inc. for the pricing and purchase of Police Department uniforms.

Staff Contact: James Black, Chief of Police

Background:

On Friday, May 21, 2021, following a formal bid process, the City of Crystal Lake publicly opened the bids received for Police Department uniform pricing valid through July 2023. Three responses were received for the formal bid; Ray O'Herron Co. Inc., VCG Uniforms, and Galls. However, Galls failed to submit a completed bid packet as required and did not provide pricing for the products specified within the bid. Therefore, only Ray O'Herron Co. Inc. and VCG Uniforms bid responses were examined. The winning bidder will furnish the necessary uniform items that are intended to be purchased throughout the year by the Police Department. Prices for each individual item bid were evaluated for compliance and compared against the other bidders.

Historically, the Police Department has used the cost to equip a brand new officer as a guide for selecting the lowest and most responsive bidder. Probationary officers receive one full uniform and equipment set, paid for by the City. Non-probationary officers are allotted \$650.00 each fiscal year, per the Collective Bargaining Agreement, to purchase uniform equipment or supplies. While we encourage officers to purchase equipment from our contracted vendor, officers may choose to purchase their equipment from an alternate source. The competitive bid process allows for the City to receive the lowest pricing when equipping a new officer, as well as provides the non-probationary officers a fair-priced option for purchasing their replacement equipment each year.

Listed below are the costs to outfit a new police officer with uniforms:

<u>Bidder</u>	<u>Price to Equip a New Officer</u>
Ray O'Herron Co. Inc. (Downers Grove, IL)	\$2,122.04√
VCG Uniforms (Chicago, IL)	\$2,126.20

√Lowest responsive and responsible bidder

Ray O'Herron Co. Inc., is a regionally known uniform provider that works with many law enforcement agencies in Illinois. We have contracted with Ray O'Herron Co., Inc. for our uniform needs for the past several years. Ray O'Herron Co., Inc. provides uniforms for the following agencies: Palatine Police Department, Springfield Police Department, Carpentersville Police Department, and Madison County Sheriff's Department.

Recommendation:

The City Manager's Office, City attorney and the Police Department have reviewed all bids received for completeness and accuracy in accordance with the invitation to bid document. It is staff's recommendation to award the bid for police uniforms to Ray O'Herron Co., Inc. The bid agreement process received for the aforementioned equipment will be valid for two (2) years, beginning August 2021.

There are sufficient funds in the FY 2021/2022 Budget and anticipated FY 2022/2023 Budget for these items.

Votes Required to Pass:

Simple majority

Items	New Officer Issue (Male)		
	Quantity	VCG	Ray O'Herron
Blauer 8950 Duty Trousers (Admin/Patrol/CSO)	5	\$ 326.25	\$ 318.70
Fechheimer 38200 Male Duty Pants (Dress Uniform)	1	\$ 45.25	\$ 44.16
Fechheimer 38800 Dress Blouse Single Breasted (Dress Uniform)	1	\$ 154.75	\$ 154.66
Bates 22141 High Gloss Oxford Style Dress Shoes	1	\$ 55.00	\$ 59.46
Midway 5-SWNV Five Star Hat	1	\$ 41.50	\$ 42.46
Midway 5-MESH Five Star Hat	1	\$ 41.50	\$ 37.39
Safariland 99 Velcro Inner Duty Belt Basket Weave	1	\$ 37.25	\$ 33.14
Safariland 94 Outer Duty Belt Basket Weave	1	\$ 72.75	\$ 63.74
Clip-On Tie	1	\$ 4.95	\$ 7.64
Blauer 9820-60 Tacshell Jacket	1	\$ 284.00	\$ 310.23
Blauer 9820 Tacshell Outer Jacket	1	\$ 192.00	\$ 208.24
Blauer 4660 Softshell Fleece Jacket	1	\$ 105.00	\$ 101.99
Blauer 107 Five Star Cap Cover	1	\$ 11.25	\$ 11.89
Safariland 6360 Level III Glock Duty Holster	1	\$ 122.25	\$ 112.19
Blauer 8916 S/S Super Shirt (Admin/Patrol)	5	\$ 297.50	\$ 297.45
Blauer 8906 L/S SuperShirt (Admin/Patrol)	5	\$ 335.00	\$ 318.70

\$	2,126.20	\$	2,122.04
----	----------	----	----------

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 purchase agreement between the City of Crystal Lake and Ray O'Herron Co., Inc. for Police Department uniform pricing for two (2) years beginning August 2021.

DATED this June 15, 2021

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

Nick Kachiroubas, CITY CLERK

PASSED: June 15, 2021
APPROVED: June 15, 2021



Agenda Item No: 14

**City Council
Agenda Supplement**

Meeting Date:

June 15, 2021

Item:

Approval of an Intergovernmental Agreement Amendment between the State of Illinois/Department of Natural Resources and the City of Crystal Lake for the City of Crystal Lake Flood Hazard Mitigation Project for the Pine Street/Oriole Trail/Crystal Lake Avenue Stormwater Solutions Study Area

Approval of Property Acquisition Ordinance for 24 S. Oriole Trail

Staff Recommendation:

Motion to adopt a Resolution authorizing the Mayor to execute Amendment Number One for the Intergovernmental Agreement with the State of Illinois/Department of Natural Resources for the City of Crystal Lake Flood Hazard Mitigation Project for the Pine Street/Oriole Trail/Crystal Lake Avenue Stormwater Solutions Study Area and documenting availability of funds.

Motion to adopt an Ordinance authorizing acquisition of the property at 24 S. Oriole Trail for a flooding mitigation project.

Staff Contact:

Michael Magnuson, Director of Public Works and Engineering
Abigail Wilgreen, City Engineer

Background:

The City's Stormwater Solutions initiative included the Pine Street/Oriole Trail/Crystal Lake Avenue area as a result of repetitive flooding in homes, sheds and yards in this neighborhood. This low pocketed area has no natural outlet and the fully developed nature of the neighborhood (no vacant land) makes it difficult and not cost effective to implement a traditional storm sewer and detention improvement. It is more economical to voluntarily acquire and demolish the homes experiencing repetitive flooding.

Through the Illinois Department of Natural Resources, Office of Water Resources (IDNR/OWR) Flood Mitigation Program, the City received a \$1,268,803 grant to fund the voluntary acquisition and subsequent demolition of five residences in the Pine Street/Oriole Trail/Crystal Lake Avenue area. In addition to alleviating the flooding of these homes, this project will provide the auxiliary benefits of additional stormwater storage capacity on the vacated parcels in an area where there are no stormwater detention facilities. It will also reduce the burden on City staff and resources expended responding to

flooding events. The project is economically cost effective as demonstrated by a benefit-cost analysis required by the State grant.

Amendment Number One to the Intergovernmental Agreement

The City entered into an intergovernmental agreement with IDNR/OWR for the grant award on February 13, 2020. Per the agreement, the project must be completed by June 30, 2021. The requirements of the grant have been closely followed and the City has made progress towards completion of the project. Three of the five homes have been purchased by the City. The remaining two homes are under contract for the City to purchase; however, they are having a difficult time finding a new residence because of the current housing market conditions. Per a discussion with the IDNR/OWR, forcing the homeowners to relocate by a specific timeframe is not a requirement of the grant. Therefore, the attached amendment was provided by the IDNR/OWR to the agreement to extend the project completion date to June 30, 2022.

Property Acquisition of 24 S. Oriole Trail

On November 17, 2020, City Council approved an ordinance authorizing the acquisition of four of the five required properties (16 S. Oriole Trail, 30 S. Oriole Trail, 492 Pine Street, and 494 Pine Street) for this improvement. The property at 24 S. Oriole Trail had declined the City's offer to purchase at that time. Since then, the owner at 24 S. Oriole Trail has changed his decision and would like to move forward with the sale of his home.

The IDNR grant requires that a formal appraisal, completed by a Certified General Appraiser, licensed in the State of Illinois be completed for each parcel and the appraisal approved by the State. The agreed upon purchase price based upon the formal appraisal and approval by the IDNR/OWR for 24 S. Oriole Trail is \$200,000.

The IDNR/OWR program is a reimbursement program where the City pays up front for all expenses and then requests reimbursement once the project is complete. The attached Ordinance authorizes the acquisition of this home by the City and includes an additional \$3,000 to cover closing costs.

Pursuant to the City's agreement with the IDNR, title to the homes will initially be transferred from the property owners to the State of Illinois. Once the City has completed the demolition of each home and clearing of the respective lots, IDNR will transfer title to the City. The deeds to the properties from IDNR will be subject to specific restrictive covenants that the property is dedicated in perpetuity for open space and public use and further requiring that the City, or subsequent public agency, manage the property for those purposes.

Votes Required to Pass:

Amendment to the Intergovernmental Agreement: Simple majority.

Ordinance for Property Acquisition: Two-thirds of the elected corporate authority then holding office.

DRAFT



RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE has determined there is a need to reduce the impacts of repetitive flooding occurring in the Pine Street/Oriole Trail/Crystal Lake Avenue area; and

WHEREAS it has been determined that the acquisition of five homes in this area is a reasonable and feasible flood mitigation measure; and

WHEREAS the CITY received a \$1,268,803 grant from the State of Illinois/ Department of Natural Resources to fund the acquisition, demolition and grading of the five homes;

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

BE IT FURTHER RESOLVED that the Mayor be authorized to execute Amendment Number One to the Intergovernmental Agreement with the State of Illinois/Department of Natural Resources (IDNR) for the City of Crystal Lake Flood Hazard Mitigation Project for the Pine Street/Oriole Trail/Crystal Lake Avenue Stormwater Solutions Study area.

DATED this 15th day of June, 2021

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, MAYOR

DRAFT

SEAL

ATTEST:

Nick Kachiroubas, CITY CLERK

PASSED: June 15, 2021

APPROVED: June 15, 2021

DRAFT

**AMENDMENT NUMBER ONE
to an
AGREEMENT
between
CITY OF CRYSTAL LAKE
and the
STATE OF ILLINOIS/DEPARTMENT OF NATURAL RESOURCES
for the
CITY OF CRYSTAL LAKE FLOOD HAZARD MITIGATION PROJECT**

Contract Number OWR-382

THIS AMENDMENT NUMBER ONE is made among CITY OF CRYSTAL LAKE, Illinois (hereinafter referred to as the “CITY”) and the Department of Natural Resources/Office of Water Resources, (hereinafter referred to as the “DEPARTMENT”) acting for and on behalf of the State of Illinois.

WHEREAS, the DEPARTMENT, and the CITY, entered into an agreement, hereinafter referred to as the “**AGREEMENT**”, effective February 13, 2020, covering the DEPARTMENT’S participation in the City of Crystal Lake Flood Hazard Mitigation Project, hereinafter referred to as the “**PROJECT**”; and

WHEREAS, the Illinois General Assembly has appropriated funds to the DEPARTMENT for the PROJECT under Public Act 98-0675, Article 8, Section 10 for expenditure by the Office of Water Resources for statewide flood hazard mitigation projects; and

WHEREAS, it is the intent of the State that all or a portion of the costs of this project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State; and

WHEREAS, the CITY requested an extension to the PROJECT because they were unable to complete the scope of work by the time specified in the IGA and requested an extension of the termination date of the original AGREEMENT for an additional one year to allow adequate time to complete the PROJECT; and

WHEREAS, the DEPARTMENT has determined that 1) The circumstances that necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, 2) The change is germane to the original contract as signed, and 3) The circumstances that necessitate the change in performance are in the best interest of the unit of State or local government and authorized by law.

WHEREAS, the DEPARTMENT has determined that the execution of this AGREEMENT is subject to the signature requirements of the “State Finance Act”, 30 ILCS

DRAFT

105/9.02; and

NOW THEREFORE, for and in consideration of these premises, the parties hereto agree to the following modifications therein:

1. On page 2, under Item A.4. the first sentence which reads “The DEPARTMENT’s funding obligation of \$1,268,803 will expire upon completion of the work covered hereunder or June 30, 2021, whichever occurs first” should be changed to “The DEPARTMENT’s funding obligation of \$1,268,803 will expire upon completion of the work covered hereunder or June 30, 2022, whichever occurs first.”
2. All other covenants under terms of the February 13, 2020 AGREEMENT remain unchanged and in full force and effect.

It is understood and agreed that this AMENDMENT and the following attachments are essential documents of the AGREEMENT and are a part hereof:

- Exhibit A – Standard Certifications for Intergovernmental Agreements; Taxpayer Identification Number

DRAFT

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year written, and represent that the signatories below are duly authorized to execute this AGREEMENT for the CITY OF CRYSTAL LAKE FLOOD HAZARD MITIGATION PROJECT on behalf of their respective bodies, and that the effective date of this AGREEMENT is the date approved and executed by the Director of the DEPARTMENT.

STATE OF ILLINOIS

RECOMMENDED:

APPROVED:

Loren Wobig, Director
Office of Water Resources

Colleen Callahan, Director
Department of Natural Resources

Date: _____

Date: _____

APPROVED:

APPROVED:

Renee Snow, Legal Counsel

Brad Colantino, Chief Fiscal Officer

Date: _____

Date: _____

City of Crystal Lake

ATTEST:

APPROVED:

Nick Kachiroubas, City Clerk

Haig Haleblian, Mayor

Date: _____

Date: _____

DRAFT



AN ORDINANCE AUTHORIZING ACQUISITION OF PROPERTY

WHEREAS, the Corporate Authorities of the City of Crystal Lake, McHenry County, Illinois, have approved a plan for the acquisition of one property hereinafter legally described in Sections 2 hereof (the "Parcel") for public use within the boundaries of the City, and for payment of the cost thereof; and

WHEREAS, the Corporate Authorities of this City have determined that it is necessary, useful, advantageous and in the best interests of this City that the Parcels be acquired, through purchase, and the cost therefore be paid by the City; and

WHEREAS, the City of Crystal Lake (the "City") is a home rule municipality as contemplated under Article VII Section 6 of the Constitution of the State of Illinois and the passage of this Ordinance constitutes an exercise of the City's home rule power and is further authorized pursuant to the Illinois Municipal Code, 65 ILCS 5/11-61-3, 65 ILCS 5/2-2-12 and 65 ILCS 5/11-76.1-1 to obtain property that is useful, advantageous or desirable for municipal purposes or public welfare; and

WHEREAS, pursuant to an Intergovernmental Agreement with the Illinois Department of Natural Resources (IDNR), the City will be reimbursed by IDNR for the acquisition of the Parcels for flood mitigation purposes. Title to such Parcels shall initially vest in the State of Illinois and will be transferred to the City following the clearance of all structures from the Parcels.

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

SECTION 1. The foregoing recitals are repeated and incorporated as though fully set forth herein.

SECTION 2. It is hereby determined that the property legally described in SECTION 3, below, and that said property be acquired by the City in the amount of \$200,000 and an additional \$3,000 for other necessary associated fees, and used and occupied for public use. The public funds used to acquire the property have been budgeted as part of the City's 2021-2022 Annual Budget.

SECTION 3. It is hereby determined that it is necessary and desirable that the City of Crystal Lake acquire title to and possession of the following-described real property, which said real property is necessary, required and needed for public use, and which real property lies wholly within the limits of the City of Crystal Lake, to-wit:

THE NORTH 75 FEET OF LOTS 37, 38, 39, 40 AND 41 IN KELLOGG'S SUBDIVISION, A SUBDIVISION OF PART OF BLOCK 13 IN PIERSONS'S ADDITION TO CRYSTAL LAKE, A SUBDIVISION OF PART OF THE NORTHEAST ¼ OF SECTION 6, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 3, 1911 AS DOCUMENT NO. 19086 IN BOOK 3 OF PLATS, PAGE 38 AND ACCORDING TO THE RE-PLAT THEREOF RECORDED SEPTEMBER 23, 1911 AS DOCUMENT NO. 20123, IN BOOK 3 OF PLATS, PAGE 40 IN

DRAFT

MCHENRY COUNTY, ILLINOIS: 24 Oriole Trail, Crystal Lake, IL 60014 P.I.N. 19-06-226-015

SECTION 4. The City Manager or his designee(s) are hereby authorized to execute and/or attest all documents necessary to consummate the acquisition of the properties identified in this Ordinance on behalf of the City of Crystal Lake and to remit payment for such acquisitions.

SECTION 5. All liens imposed by the City of Crystal Lake for the above referenced parcels are hereby waived.

SECTION 6. This Ordinance shall take effect from and after its passage, approval and publication in the manner provided by law. The City Clerk is hereby directed and ordered to publish this ordinance in pamphlet form.

DATED at Crystal Lake, Illinois, this 15th day of June, 2021.

APPROVED:

Haig Haleblian, MAYOR

ATTEST:

Nick Kachiroubas, CITY CLERK

PASSED: June 15, 2021

APPROVED: June 15, 2021

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



Agenda Item No: 15

**City Council
Agenda Supplement**

Meeting Date:

June 15, 2021

Item:

Proposal Award: Consultant Selection for Design Engineering Services for the Dole Avenue Reconstruction Project

Staff Recommendation:

Motion to award the proposal for Design Engineering Services for the Dole Avenue Reconstruction Project to the most responsible and responsive proposer, Gewalt Hamilton, and adopt a Resolution authorizing the City Manager to execute an agreement with Gewalt Hamilton in the amount of \$103,305.00, execute change orders for up to 10 percent of the agreement amount, and approve necessary completion date change orders relating to the agreement.

Staff Contact:

Michael Magnuson, Director of Public Works and Engineering

Background:

City staff conducted an open solicitation Request for Proposal (RFP) for design engineering services for the Dole Avenue Reconstruction Project. Part of the work may fall within the Illinois Department of Transportation (IDOT) right-of-way or impact the IDOT traffic signal at US Route 14.

The project will consist of the full reconstruction of Dole Avenue from the intersection of Lakeshore Drive to the intersection of Crystal Lake Avenue. The work will include new pavement, curb and gutter, sidewalks, and driveway approaches. The consultant will also provide water main upsizing design and minor improvements design for storm sewer systems including structure replacement and/or reconstructions, and possible additional storm sewer inlets. The project will also investigate the feasibility of extending sanitary sewer on Dole Avenue from Eagle Street to Lakeshore Drive. Bike lanes exist along Dole Avenue except at the US Route 14 intersection. As part of the engineering, providing bike lanes or other accommodations will be studied and implemented if feasible.

Project Need:

The pavement condition on Dole Avenue continues to deteriorate and the base has reached the end of its useful life as it is over 75 years old. Pavement investigations (cores) revealed base failure in several locations. The water main which was installed in the 1920's through 1960's (60 – 100 years old), is shallow compared to other areas of the City and is at the end of its service life. Replacement of the water main concurrently with the reconstruction will improve reliability and greatly reduce the potential to excavate and repair the water main after the new roadway is constructed. Existing lead water service lines will be replaced during the project. Staff will investigate any available Illinois

Environmental Protection Agency (IEPA) funding grants or loans to assist in funding the lead service line replacements. The existing sanitary sewer will be lined prior to the project.

Consultant Selection Process

The Public Works Department followed the City’s Purchasing Policy to secure a consulting firm to address this project. The City received proposals from six firms. A staff working group scored the individual proposals based on the qualifications and cost to provide the best value to the City for these services. The consultants were evaluated on 10 qualification factors (scale 1-5 with 5 being the highest) and then cost. The two rankings were then averaged to arrive at a final value ranking depicted below:

Proposal Ranking Excellent = 5 Very Good = 4 Good = 3 Acceptable = 2 Poor = 1 Unacceptable = 0	Committee's Relative Weight of Importance	Fehr Graham		Baxter & Woodman		GSG		Gewalt Hamilton		Clark Dietz		HLR	
		Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating
		(1-10)											
Criteria													
Past Performance of firm and/ or Project Manager on City Projects	8	4	32.00	3	24.00	1.5	12.00	4	32.00	4	32.00	4	32.00
Project Manager and firm experience with Roadway Construction in Illinois	10	4	40.00	4.5	45.00	4	40.00	3.5	35.00	4.5	45.00	4	40.00
Experience and expertise of project team in their areas of speciality	10	3.5	35.00	4	40.00	4	40.00	4.5	45.00	4.5	45.00	4.5	45.00
General Understanding of Project Scope: Are key areas/scope items identified and a clear understanding of the work needed to address outlined in the scope?	8	4.5	36.00	5	40.00	3	24.00	1.5	12.00	3.5	28.00	3.5	28.00
Discussion/ explanation of Alternative Analysis process	4	4	16.00	5	20.00	0.5	2.00	0.5	2.00	1.5	6.00	1.5	6.00
Discussion/ Explanation of design process (plans, specifications and estimates)	5	4	20.00	5	25.00	0.5	2.50	0.5	2.50	1.5	7.50	1.5	7.50
Familiarity with IDOT Permitting and Coordination	7	4	28.00	4	28.00	4	28.00	4	28.00	4	28.00	4	28.00
Are the project hours by task appropriate and align with other consultant's submittals and past experience.	9	3.5	31.50	5	45.00	5	45.00	1	9.00	5	45.00	5	45.00
Project examples are pertinent and aligned with the proposed scope	8	4.5	36.00	4.5	36.00	4.5	36.00	4.5	36.00	4.5	36.00	4.5	36.00
Senior/ lead project team members have relevant experience in project examples	7	4.5	31.50	4.5	31.50	3	21.00	4.5	31.50	4.5	31.50	4.5	31.50
Total Weighted Rating	98		306.00		334.50		250.50		233.00		304.00		299.00
PROPOSAL RANKING		3.12		3.41		2.56		2.38		3.10		3.05	
Total Cost			\$294,295.00		\$221,900		\$226,380.00		\$103,305.00		\$189,690.00		\$169,145.00
Relative Cost Ranking (Formula) (2.5 = avg. cost, points awarded/deducted for fee compared to avg)		1.34		2.24		2.18		3.71		2.64		2.89	
TOTAL VALUE RANKING =		2.23		2.83		2.37		3.05		2.87		2.97	

Recommendation:

This contract is being presented pursuant to a request for proposal (RFP) process. Under such process, the contract is to be awarded to the vendor whose proposal “will be the most advantageous to the City.” The City staff has reviewed the various proposals received, and determined that the recommended contractor is the most well-suited for the project.

Based upon a review of the RFP requirements, qualifications, and cost, Gewalt Hamilton is the most responsible and responsive proposer for the Design Engineering Services for the Dole Avenue Reconstruction Project. Staff has satisfactorily worked with Gewalt Hamilton in the past (McHenry Avenue Erosion Project) and they have a good reputation within the industry.

Funds have been budgeted for this work.

Votes Required to Pass:

Simple majority.

DRAFT



RESOLUTION

WHEREAS it is necessary to provide the City's residents safe and adequate roadway infrastructure; and

WHEREAS, there is a need to reconstruct Dole Avenue to meet the current and future needs of the City; and

WHEREAS, city staff publically sought Design Engineering Services for the Dole Avenue Reconstruction Project;

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute an agreement with Gewalt Hamilton for consulting design engineering services for the Dole Avenue Reconstruction Project in the amount of \$103,305.00 and allowing for a 10 percent contingency; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute change orders for up to 10 percent of the contract amount and to approve warranted completion date change orders relating to the contract.

DRAFT

DATED this 15th day of June, 2021.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

Nick Kachiroubas, CITY CLERK

PASSED: June 15, 2021
APPROVED: June 15, 2021



Agenda Item No: 16

**City Council
Agenda Supplement**

Meeting Date: June 15, 2021

Item: Approval of an Intergovernmental Agreement with McHenry County for the Pedestrian Connections to the Regional Prairie Trail Improvement Project

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute an Intergovernmental Agreement with McHenry County for the Pedestrian Connections to the Regional Prairie Trail Improvement Project.

Staff Contact: Michael P. Magnuson, P.E., Director of Public Works and Engineering
Abigail Wilgreen, P.E., CFM, City Engineer

Background:

In the fall of 2020, the City submitted a grant application to the Illinois Transportation Enhancement Program (ITEP) administered by the Illinois Department of Transportation (IDOT). The ITEP grant program funds walking, biking and trail projects around the state. The City was recently informed that it was awarded a grant of \$1,053,698 to fund 80% of the construction cost of the project. This project will complete critical sidewalk gaps for residents and pedestrians to access the regional Prairie Trail that provides connections to the US Route 14 commercial corridor, the historic Downtown, both Metra stations, and the post office. A location map is attached for reference, which includes the following proposed improvements:

- Improvements to the existing traffic signal located at Main Street and Commonwealth Drive/Shopping Center Back Entrance to accommodate pedestrians
- Adding new sidewalk along the east side of Main Street from Commonwealth Drive to the existing sidewalk to the north
- Adding new sidewalk to access the Shopping Center (Jewel)
- Eliminating two gaps in the sidewalk along the south side of Congress Parkway just east of Commonwealth Drive and just east of Federal Drive

The grant application also includes eliminating gaps in the sidewalk along the north side of Virginia Road from Route 14 to Berkshire Drive and upgrading the existing sidewalk ramps to meet ADA requirements along the south side of Virginia Road from Route 14 to Berkshire Drive.

Virginia Road is maintained by, and under the jurisdiction of the McHenry County Division of Transportation (MCDOT). During the grant application process, MCDOT agreed to financially participate in this improvement. A formal intergovernmental agreement for MCDOT funding participation is attached for preliminary and design engineering. Now that a funding announcement has been made by IDOT, staff will coordinate with the County for a separate joint participation agreement for construction and construction engineering.

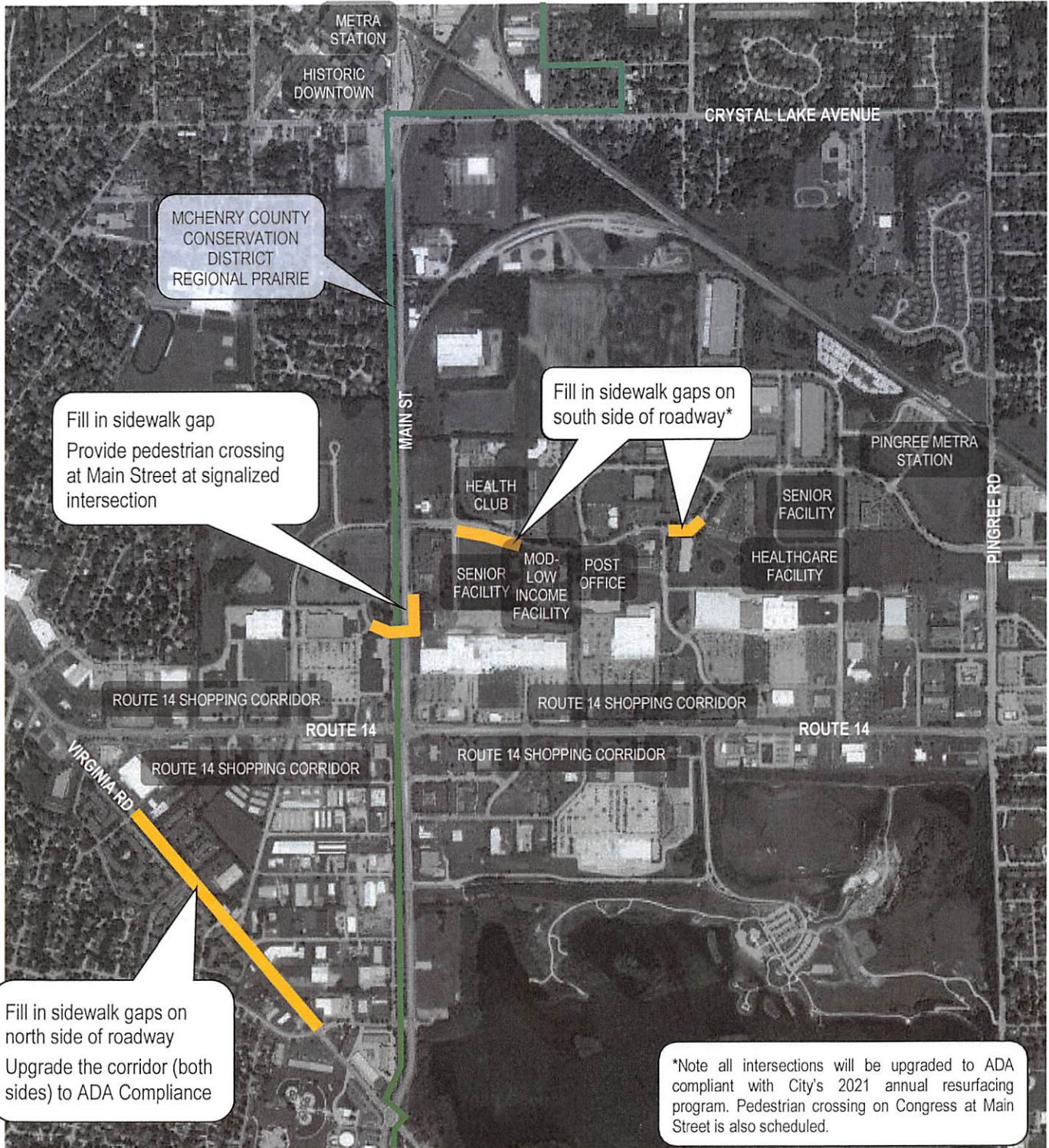
According to the terms of the agreement, MCDOT will reimburse the City for its proportionate share of 50 percent of the costs of preliminary and design engineering for the project. The estimated share for each agency is \$79,000.

The agreement has been reviewed by the City's special counsel and was approved by the McHenry County Transportation Committee at their May 26, 2021 meeting. The costs have been budgeted in the 2021/2022 budget.

Votes Required to Pass:

Simple Majority of the Council

Project Location and Scope of Work



Crossing at Main Street



DRAFT

AGREEMENT
BETWEEN THE COUNTY OF MCHENRY
AND THE CITY OF CRYSTAL LAKE
FOR THE
PEDESTRIAN CONNECTIONS TO THE
REGIONAL PRAIRIE TRAIL IMPROVEMENT PROJECT

THIS AGREEMENT entered into this ___ day of _____ A.D. 2021 and between the County of McHenry, Illinois, a body politic and corporate, acting by and through its County Board, hereinafter referred to as the COUNTY, and the CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation, acting by and through its Mayor and City Council, hereinafter referred to as the CITY.

WITNESSETH

WHEREAS, the CITY has developed an improvement to the pedestrian network within the City along Virginia Road, Main Street and Congress Parkway which shall provide critical connectivity to the Regional Prairie Trail, hereinafter referred to as the IMPROVEMENT; and

WHEREAS, Virginia Road is under the jurisdiction of the McHenry County Division of Transportation, hereinafter referred to as the COUNTY; and

WHEREAS, Main Street and Congress Parkway is under the jurisdiction of the CITY; and

WHEREAS, the IMPROVEMENT is located within the corporate limits of the CITY; and

WHEREAS, the CITY has applied for Federal Illinois Transportation Enhancement funding, hereinafter referred to as ITEP FUNDING, to fund a significant portion of the construction engineering and construction costs of the IMPROVEMENT. A summary of the anticipated grant award, estimated costs, and proposed participation by the COUNTY and the CITY is set forth on EXHIBIT A, attached hereto; and

WHEREAS, should the CITY be awarded ITEP FUNDING for the IMPROVEMENT, the CITY and COUNTY intend to negotiate a separate intergovernmental agreement to determine the costs and participation for construction engineering and construction of the IMPROVEMENT; and

WHEREAS, during such time as the ITEP FUNDING application is pending, the CITY intends to prepare and complete Phase I and Phase II Engineering (Phase I and Phase II Engineering shall be limited to preliminary and design engineering) for the IMPROVEMENT; and

WHEREAS the costs of such Phase I and Phase II Engineering preliminary and design work is not subject to reimbursement from ITEP Funding in the event that such funding application is approved; and

WHEREAS, the parties intend by this Agreement to provide for the COUNTY and the CITY to share equally in the costs for Phase I and Phase II Engineering relating to the IMPROVEMENT; and

WHEREAS, said IMPROVEMENT will be of immediate and lasting benefit to the residents of the CITY and the COUNTY and will be permanent in nature; and

WHEREAS, the COUNTY is in general agreement with the CITY'S concept plans for the IMPROVEMENT.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the COUNTY and the CITY hereto mutually agree as follows:

1. The foregoing recitals are hereby incorporated, as though fully set forth herein.
2. The CITY agrees to act as lead agency and will prepare, or cause to be prepared, all necessary work required by Federal Aid Procedures for Local Agencies for the Phase I Engineering.
3. The CITY agrees to act as lead agency and will prepare, or cause to be prepared, all necessary work required by Federal Aid Procedures for Local Agencies for the Phase II Engineering.
4. As lead agency, the CITY shall be responsible for and will pay the invoices for Phase I and Phase II engineering received from the project engineer, subject to partial reimbursement from the COUNTY, as outlined herein.
5. The COUNTY and the CITY agree that the COUNTY will reimburse the CITY for one-half (1/2) of the amounts expended by the CITY for Phase I and Phase II engineering, pursuant to paragraph 4, above. On a monthly basis, the CITY shall provide the COUNTY with copies of the Phase I and Phase II Engineering invoices and the COUNTY agrees to reimburse the CITY for its portion of such costs within thirty (30) days of receipt of said invoices.
6. The CITY shall provide copies of all Phase I and Phase II Engineering studies and reports to the COUNTY within twenty-one (21) days of receipt for input and recommendations. The County shall review and either approve such studies and reports or provide comments to the City for proposed changes to the Phase I and/or Phase II engineering within twenty-one (21) calendar days of receipt of same. The County's approval shall not be unreasonably withheld.
7. It is understood by the parties that should the CITY be awarded ITEP FUNDING for the IMPROVEMENT and the CITY and COUNTY negotiate a separate intergovernmental agreement approving the construction of the IMPROVEMENT and apportioning the cost of construction engineering and construction of the improvement, the amounts expended by the CITY and the COUNTY for Phase I and Phase II engineering pursuant to this

Agreement, will be reflected as a credit against the proportionate share of total project engineering and construction costs specified in the final intergovernmental agreement between with all parties.

8. The COUNTY agrees to indemnify, defend, and hold harmless the CITY, its elected officials, its duly appointed officials, agents, employees, and representatives, from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments, and demands arising from the actions of the COUNTY as provided by Illinois Law.
9. The CITY agrees to indemnify, defend, and hold harmless the COUNTY, its elected officials, its duly appointed officials, agents, employees and representatives, from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments, and demands arising from the actions of the CITY as provided by Illinois Law.
10. It is mutually agreed by and between the parties hereto that nothing contained in this AGREEMENT is intended nor shall be construed in any manner or form to limit the power or authority of the COUNTY or the Director of Transportation/ County Engineer to maintain, operate, improve, construct, re-construct, repair, build, widen, or expand any COUNTY Highway as best determined and provided by law.
11. It is mutually agreed by and between the parties hereto that nothing contained in this AGREEMENT is intended nor shall be construed, as in any manner or form, creating or establishing a relationship of co-partners between the parties hereto, or as constituting the CITY (including its elected officials, duly appointed officials, officers, employees, and agents) the agent, representative, or employees of the County for any purpose, or in any manner, whatsoever. The CITY is to be and shall remain independent of the COUNTY with respect to all services performed under this AGREEMENT.
12. It is mutually agreed by and between the parties hereto that the provisions of this AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase, or word of this AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this AGREEMENT.
13. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein, and that this AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof as well as any previous agreements presently in effect between the parties hereto relating to the subject matter hereof.
14. It is mutually agreed by and between the parties hereto that any alterations, amendments deletions, or waivers of any provision of this AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.

- 15. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, provided however, that neither party hereto shall assign any interest hereunder without the prior written consent and approval of the other and any such assignment, without said prior written consent and approval shall be null and void and of no force and effect.
- 16. Any notices required or permitted hereunder shall be sufficiently given if mailed by certified mail, return receipt requested to the parties hereto as follow:

MCHEMRY COUNTY DIVISION OF TRANSPORTATION
16111 Nelson Road
Woodstock, Illinois 60098
Attention: Mr. Joseph R. Korpalski, Jr., P.E.
Director of Transportation/County Engineer

CITY OF CRYSTAL LAKE
100 W. Woodstock Street
Crystal Lake, Illinois 60014
Attention: Mr. Gary Mayerhofer
City Manager

- 17. The terms of this AGREEMENT will be construed in accordance with the laws of Illinois. The parties agree that the venue for any dispute arising under the terms of this AGREEMENT shall be the Twenty-second Judicial Circuit, McHenry County, Illinois, and if any disputes arise, said disputes shall be decided under the jurisdiction and governed by the laws of Illinois.
- 18. Each person signing below on behalf on one of the parties hereto agrees, represents and warrants that he or she has been duly and validly authorized to sign this AGREEMENT on behalf of their party.

ATTEST:

CITY OF CRYSTAL LAKE

Nick Kachiroubas, Clerk
City of Crystal Lake

Gary Mayerhofer, City Manager
City of Crystal Lake

ATTEST:

COUNTY OF MCHEMRY

Joseph Tirio, Clerk
McHenry County

Michael Buehler, Chairman
McHenry County Board

DRAFT

EXHIBIT A:
SUMMARY OF ANTICIPATED GRANT AWARD, ESTIMATED COSTS, AND PROPOSED PARTICIPATION

Item	Estimated Total Cost	Anticipated Grant Award	City Estimated Share	County Estimated Share*
Preliminary Engineering	\$84,000	\$0	\$42,000	\$42,000
Design Engineering	\$74,000	\$0	\$37,000	\$37,000
Construction Engineering	\$126,000	\$100,800	\$8,820	\$16,380
<i>Main St/Congress Pkwy Construction</i>	<i>\$368,748</i>	<i>\$294,998</i>	<i>\$73,750</i>	<i>--</i>
<i>Virginia Road Construction</i>	<i>\$676,021</i>	<i>\$540,817</i>	<i>--</i>	<i>\$135,204</i>
Construction Total	\$1,044,769	\$835,815	\$73,750	\$135,204
Estimate Project Total	\$1,328,769	\$936,615	\$161,570	\$230,584

DRAFT



RESOLUTION

WHEREAS the City has identified the need to improve pedestrian connections to the Prairie Trail which links the U.S. Route 14 Corridor, the Downtown, Post Office and Metra Stations; and

WHEREAS these improvements will consist of eliminating gaps in the existing sidewalk system along with traffic signal improvements to aid pedestrians; and

WHEREAS a portion of these improvements involve Virginia Road, a County Highway under the jurisdiction of McHenry County; and

WHEREAS the County is supportive of said project and will fund a portion of the engineering of said improvements;

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute an agreement between the City of Crystal Lake and the County of McHenry for the Pedestrian Connections to the Regional Prairie Trail Improvement Project.

DATED this 15th day of June, 2021.

DRAFT

CITY OF CRYSTAL LAKE, an Illinois
Municipal Corporation

BY: _____
HAIG HALEBLIAN, MAYOR

SEAL

ATTEST:

NICK KACHIROUBAS, CITY CLERK

PASSED: June 15, 2021

APPROVED: June 15, 2021



Agenda Item No: 17

**City Council
Agenda Supplement**

<u>Meeting Date:</u>	June 15, 2021
<u>Item:</u>	Board and Commission Reappointments
<u>Mayor's Recommendation:</u>	Motion to reappoint Charles Ebann, James Becker and Rebecca Sisler to the Library Board
<u>Contact:</u>	Haig Haleblian, Mayor

Background:

Charles Ebann, James Becker and Rebecca Sisler are current Library Board members, whose three-year terms expire June 30, 2021. 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 Mayor Haig Haleblian.

Votes Required to Pass:

Simple majority