



CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING
City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
July 6, 2021
7:00 p.m.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes – June 15, 2021 Regular City Council Meeting and June 29, 2021 Special 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. **American Public Works Association (APWA) Reaccreditation Agreement**
 - b. **Crystal Lake Night Owl Bike Ride - Special Event Request, August 7-8, 2021**
 - c. **Crystal Lake Police Department - National Night Out Special Event Request and Street Closure, August 5, 2021**
10. **Official Naming of City Hall**
11. **Sweeps and Sculls Rowing Camp – Special Event Request, Three Oaks Recreation Area, August 2-6, 2021**
12. **Lightyears Filming,– Special Event Request, July 19-21, 2021**
13. **City Code Amendment to Increase the Number of Class 13 Liquor Licenses - Applicant: Yoga on Lake, Inc. d/b/a/ Ralph's General Store**
14. **City Code Amendment to Increase the Number of Class 14 Liquor Licenses – Applicant: CEC Entertainment LLC, d/b/a Chuck E. Cheese #053**
15. **700-716 Oak Hollow Road, Lot 110 – Ashton Pointe LLC, Final Planned Unit Development (PUD) Amendment and Final Plat of Resubdivision to allow two duplex units on the lot**

- 16. 95 E. Crystal Lake Avenue, Hamilton Partners and Harlem Irving – Conceptual Planned Unit Development (PUD) review for a 97-unit multi-family residential development – Discussion Only**
- 17. Termination of Contract and Bid Award – Clear Southern Rock Salt**
- 18. Bid Award – Well Number 7 Maintenance and Rehabilitation**
- 19. Proposal Award – Document Scanning Services**
- 20. Bid Award – Police Directed Towing Services**
- 21. Board and Commission Appointments – Sustainability Committee**
- 22. Board and Commission Reappointments – Historic Preservation Commission**
- 23. Downtown Survey regarding Increased Programming – Discussion Only**
- 24. Council Inquiries and Requests**
- 25. 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**
- 26. Reconvene to Regular Session**
- 27. 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**

Meeting Date:

July 6, 2021

Item:

American Public Works Association Reaccreditation Agreement

Staff Recommendation:

Motion to adopt a Resolution authorizing the City Manager to execute an agreement with the American Public Works Association for Reaccreditation.

Staff Contact:

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

Background:

The American Public Works Association (APWA) notified the City of Crystal Lake Public Works Department of accreditation status on October 9, 2017. This occurred after three APWA assessors from across the country came to Crystal Lake to audit documentation, inspect our facilities and interview staff. Public Works staff spent several years updating policies and practices in order to meet the stringent requirements of APWA accreditation. This work included evidence of meeting over 400 best practice, industry standards in many areas, including organizational development, safety facility management, and snow and ice control. These standards ensure Crystal Lake Public Works Accreditation documents to the community that the Public Works Department policies and operations represent the best of industry practice. Crystal Lake is one of only eight communities in Illinois to receive APWA accreditation and the only community in McHenry County.

Discussion

Every four years, accredited agencies need to go through a reaccreditation process with the APWA. The process for reaccreditation is very similar to the initial accreditation process in that policies and procedures are audited by outside public works officials and the Department needs to comply with any new APWA requirements. Staff is currently reviewing and updating documentation needed for this process. Part of the reaccreditation process is entering into an agreement with the APWA and paying accreditation fees. The initial fees for reaccreditation are \$5,775, based on our population and the number of operations/areas of responsibility that our Public Works Department are responsible for. There will be additional fees associated with the on-site reaccreditation assessment. This assessment is planned for October 2021.

Recommendation:

The Public Works Department recommends entering into an agreement with the American Public Works Association for reaccreditation.

There are sufficient funds for this program in the FY2021/2022 Budget.

Legal counsel has reviewed and approved the APWA agreement.

Votes Required to Pass:

Simple Majority

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RESOLUTION

WHEREAS, the CITY OF CRYSTAL LAKE has identified the need and benefit of Public Works accreditation; and

WHEREAS the CITY OF CRYSTAL LAKE received accreditation status from the American Public Works Association in October 2017; and

WHEREAS the CITY OF CRYSTAL LAKE needs to recertify accreditation standards in October 2021;

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 American Public Works Association for the Public Works Department re-accreditation; and

BE IT FURTHER RESOLVED that the City Manager is authorized to approve and sign any other documents associated with the American Public Works Association reaccreditation.

DATED this 6th day of July, 2021.

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CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

Nick Kachiroubas, CITY CLERK

PASSED: July 6, 2021
APPROVED: July 6, 2021

DRAFT

ACCREDITATION AGREEMENT

This Agreement is entered into between (“the Agency”) with principal offices located at _____ and the American Public Works Association (“APWA”), an Illinois nonprofit corporation exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code with principal offices located at 1200 Main Street, Suite 1400, Kansas City, Missouri 64105.

APWA is an international educational and professional association of public agencies, private sector companies, and individuals dedicated to providing high quality public works goods and services. APWA has created the Accreditation Council (“the Council”) to recognize public works agencies in having policies and practices addressing subject areas as set forth in the *Public Works Management Practices Manual* (the “Manual”).

The Agency is responsible for directly or indirectly administering, managing or providing public works related services in 0 functional areas, more fully described on the Agency’s Application for Accreditation, which is hereby incorporated into this Agreement. The Agency desires that APWA assess the Agency’s practices for the Council to determine if the Agency is eligible for designation as accredited in accordance with the terms of this Agreement.

The parties, intending to be legally bound, agree as follows:

1. AGENCY RESPONSIBILITIES: The Agency shall:

1.1 Provide all information, including all documents, files, records, and other data as required by APWA except to the extent that the disclosure of such information is restricted by law (in which case, the Agency shall notify APWA that such information has been withheld);

1.2 Conduct a self-assessment as to compliance with recommended practices, including, without limitation, the practices set forth in the Manual (“Recommended Practices”), and provide full and accurate results thereof to APWA using software developed and approved by APWA;

1.3 Provide one or more persons to assist APWA’s representatives (“Evaluators”) in making the necessary inquiries and assessments of Agency information relative to compliance with the Recommended Practices; provide access to files and records and necessary facilities requested by the Evaluators during their inquiries; and

1.4 Respond to all communications from APWA promptly, but in no event later than ten (10) business days from the receipt thereof.

2. APWA RESPONSIBILITIES: APWA shall:

2.1 Provide necessary documentation, forms, and instructions regarding the accreditation process;

2.2 Provide Evaluators for the purpose of conducting an evaluation of the Agency's responses to the practices contained in the Manual;

2.3 Promptly analyze compliance data and advise the Agency of the results of the evaluation and the need for additional information, if any;

2.4 If the Agency is accredited, (a) provide an award, and (b) make available indicia of accreditation;

2.5 If the Agency is not accredited following an evaluation of its policies and practices, provide the Agency with reasons for the decision; and

2.6 Upon payment of the Agency of a \$1,000 appeal fee (which must be paid within sixty (60) days of notice by APWA of the reasons for the decision not to accredit the Agency), allow the Agency to appeal the decision of the Council (which fee shall be refunded if the Agency prevails on the appeal).

3. TERM:

3.1 This Agreement shall become effective when it has been signed by an authorized representative of each of the parties (the "Effective Date").

3.2 This Agreement shall terminate:

- (a) Upon execution of a Re-Accreditation Agreement between the Agency and APWA;
- (b) Either (i) thirty-six (36) months following the Effective Date of this Agreement or (ii) the expiration of any extension to the thirty-six (36) month period granted pursuant to Section 5.3 hereof, unless a successful evaluation is completed prior to such date;
- (c) Upon written notice by the Agency that it withdraws from the accreditation process;
- (d) Upon termination pursuant to Section 5.2 hereof; or
- (e) Upon expiration or revocation of the Agency's accredited status.

3.3 Any accreditation granted to the Agency shall have a term of four (4) years from the date of issuance. If the Agency has not executed a Re-Accreditation Agreement (and paid the fees required thereby) and scheduled the re-accreditation evaluation before the expiration of such four (4) year term, the accreditation shall lapse at the expiration of the four (4) year term and the Agency shall not thereafter hold itself out as being accredited by APWA. The evaluation may occur up to six (6) months prior to or following the accreditation expiration date without penalty upon agreement of both parties. The expiration date of the accreditation shall remain the same regardless of when the evaluation is conducted.

4. **MODIFICATION:** There shall be no modifications of this Agreement except in writing, signed by both parties, and executed with the same formalities as this document.

5. **TIME AND MANNER OF PAYMENTS:**

5.1 The Agency may elect one of two options (lump sum or installment) for payment of the accreditation fee, which is not refundable. The Agency agrees to one of the following options by completing either subsection (a) or (b) below:

(a) Lump Sum Option

The Agency will remit to APWA a single payment in the lump-sum amount for processing of the accreditation of \$0.00 , upon the execution of this Agreement by the Agency.

The total amount of \$0.00 is herein remitted to APWA (payable by check to the order of American Public Works Association) via Check No. , or Purchase Order No. .

(b) Installment Option

The Agency will remit to APWA a total payment of \$ 0.00 for processing of the accreditation. The first installment of \$0.00 (50% of total fee) is due at the signing of this Agreement by the Agency. The second installment of \$0.00 (remaining 50% of fee) is payable at the end of the eighteenth (18th) month from the effective date of this Agreement or at the time of submission of the completed self-assessment and request for the evaluation, whichever occurs first.

The first installment of \$0.00 is herein remitted to APWA (payable by check to the order of American Public Works Association) via check number or Purchase Order No. .

5.2 APWA will invoice the Agency for travel costs for the evaluation, including lodging, meals and transportation in accordance with the Staff Travel Reimbursement Policy and Volunteer Travel Reimbursement Policy. An itemized invoice will be delivered to the Agency within sixty (60) days of completion of the evaluation. APWA reserves the right to terminate this Agreement if such payment is delinquent by more than sixty (60) days, and APWA shall not be obligated to refund any fees previously paid.

5.3 The Agency may request an extension of the evaluation by submitting the applicable form and paying a fee as follows:

- a) For initial applicants, if the Agency requires more than thirty-six (36) months to complete a successful evaluation, the Agency may request a twelve (12) month extension to this Agreement. If the extension is granted, the Agency agrees to pay a nonrefundable extension fee amounting to twenty-five percent (25%) of the accreditation fee then in effect for that additional period. The Agency may continue to request an additional extension every twelve (12) months thereafter, and agrees to pay the additional twenty-five percent (25%) extension fee, until a successful evaluation has been achieved or this Agreement has been terminated in accordance with Section 3.2 hereof. If approved for an extension, the Agency must move to the current or most immediate previous edition of the Manual if such is not already in use. No additional fee will be levied where APWA is the cause of the inability to complete the evaluation within the thirty-six (36) month period (e.g., if APWA were to cancel a scheduled evaluation or if APWA were to be unable to schedule the evaluation on any of several dates reasonably proposed by the Agency).
- b) For currently accredited agencies, if the Agency requires more than six (6) months beyond their accreditation expiration date to complete a successful evaluation the Agency may request a twelve (12) month extension to this agreement. If the extension is granted, the Agency agrees to pay a non-refundable extension fee amounting to twenty-five percent (25%) of the accreditation fee then in effect for that additional period. No such additional fee will be levied where APWA is the cause of the inability to complete the evaluation within the twelve (12) month period (e.g., if APWA were to cancel a scheduled evaluation or if APWA were to be unable to schedule the evaluation on any of several dates reasonably proposed by the Agency). If approved for a twelve (12) month extension the expiration date of the accreditation shall be extended twelve (12) months from original accreditation expiration date. Only one twelve (12) month extension may be requested.

5.4 If the Agency's initial evaluation is not successful (i.e., work after the evaluation is required to achieve minimum compliance for accreditation), and the volume of review necessary for completion would require an additional evaluation(s), the Agency shall reimburse APWA for costs for the subsequent evaluation per the terms of Section 5.2. Additional evaluation(s) must be completed within six (6) months.

6. CONFIDENTIALITY:

6.1 APWA shall receive and hold confidential any and all nonpublic: (i) reports, files, records and other data obtained from the Agency pursuant to this Agreement and (ii) materials developed by APWA in the furtherance of its responsibilities under this Agreement ("Confidential Information"). APWA shall use reasonable commercial efforts substantially similar to the efforts APWA uses to protect its own confidential information to prevent the disclosure, distribution, or release of the Confidential Information to any person or organization, except authorized Agency officials, employees or agents, or upon order of any court, state or federal. Notwithstanding anything in this Agreement to the contrary including the above, APWA is specifically authorized, but not required, in the exercise of its sole discretion, to conduct a meeting open to the public regarding the Agency's candidacy for accreditation or its continued compliance with applicable standards, including but not limited to all factual matters relating to the assessment, appraisal, and determination of accreditation and all comments which form a basis for the opinion either in favor of or against accreditation, unless specifically notified by the Agency in writing to the contrary, in

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which case such meeting shall be closed to the public. Nothing herein shall be construed to require APWA to conduct all or part of its meeting in public, including but not limited to the right of APWA, in the exercise of its sole discretion, to terminate a meeting open to the public at any time and conclude such meeting in a session closed to the public.

6.2 In response to inquiries concerning the accreditation status of the Agency, APWA's reply shall be limited to identifying the Agency's then current status. All other requests for information will be directed to the Agency.

7. NEWS RELEASES: Notwithstanding any provision of this Agreement to the contrary,

7.1 APWA shall have the right to identify the Agency in news releases and its publicity program after the Agency's evaluation has been scheduled, to identify the Agency as seeking accreditation.

8. APWA AS AN INDEPENDENT CONTRACTOR: For all purposes under this Agreement, the parties are independent contractors as to one another and neither shall be deemed to be an employee, agent, franchise, partner, or legal representative of the other. Except as specifically set forth herein, neither party shall have any authority to create or assure any obligation on behalf of the other. Each party shall pay and discharge any and all obligations it may incur to federal, state, or local governments for estimated income taxes, Social Security contributions, and the like.

9. INTEGRATION: This instrument embodies the whole Agreement of the parties. The parties warrant that there are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto relating to the subject matter hereof.

10. SEVERABILITY: If any provisions of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those to which is held invalid shall not be affected hereby.

11. CHOICE OF LAW; JURISDICTION AND VENUE: This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the law of the State where the principal office of the Agency is located. Any arbitration or action to interpret or enforce any right or obligation hereunder shall be brought in the state or federal courts sitting in the jurisdiction encompassing Agency's principal office and the parties irrevocably consent hereby to jurisdiction and venue in any such court.

12. WARRANTY NOT INTENDED OR IMPLIED: It is understood that the award of accreditation represents that only that APWA and/or the Council has determined, based in part on information supplied by the Agency, that the Agency has policies and practices addressing the Recommended Practices, but neither APWA nor the Council is making any representations that such policies or practices are adequate or appropriate for the Agency. The Agency is solely

responsible for determining whether its policies and practices are adequate and appropriate and the award of accreditation is not a substitute for the Agency's ongoing and in-depth monitoring and evaluation of its activities and the quality of its services. The Agency shall not make any oral or written disclosure, comment or announcement which conflicts with the provisions of this Section 12. Any oral or written statement by Agency regarding its accreditation status shall comply with any requirements made known to Agency from time to time.

13. WAIVER: Any waiver by APWA of any breach of this Agreement by the Agency shall relate only to that particular breach and shall not amount to a general waiver.

14. NOTICE: Any notice between the parties shall be in writing, postage prepaid, to the addresses as specified in the preamble of this Agreement or to such other address as either party may specify in writing in accordance with this section.

15. HEADINGS: The heading of this Agreement shall not be deemed part of it and shall not in any way effect its construction.

16. ESTABLISHMENT OF RECOMMENDED PRACTICES: The Agency and APWA agree that the Manual shall be the basis for the self-assessment conducted by the Agency and the evaluation conducted by APWA. The Agency's self-assessment, and APWA's subsequent evaluation, shall both be based upon the edition of the Manual selected per the requirements of the Accreditation Process Guide.

17. ASSIGNMENT: The Agency shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of APWA.

18. DISPUTE RESOLUTION: Any dispute or claim arising out of or related to this Agreement, or the interpretation, making, performance, breach, validity, or termination thereof, shall be settled by binding arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of American Arbitration Association ("Rules"), with judgment upon the award rendered by the arbitrator to be entered in any court of competent jurisdiction. The arbitrator shall be selected according to the Rules. The arbitrator may award to the prevailing party, if any, as determined by the arbitrator, all of its costs, expenses and fees, including, without limitation, administrative fees, arbitrator fees, travel expenses, out-of-pocket expenses (including, without limitation, such expenses as copying, telephone, facsimile, postage, and courier fees), witness fees, and reasonable and actual attorneys' fees. The arbitration shall be conducted in the venue identified in Section 11 above.

[Remainder of Page Intentionally left blank; signature page to follow.]

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IN WITNESS WHEREOF, the Agency has caused this Agreement to be executed in duplicate on this day of ,

By: _____

(Typed name)

(Title)*

*Title of the Agency’s Chief Executive Officer or Chief Elected Official and title and that of the appropriate civil authority in the event such signature is required to effect this Agreement. If not required, please so note in this signature block.

IN WITNESS WHEREOF, APWA has caused this Agreement to be executed by the Director of Education and Credentialing for the American Public Works Association, acting on its behalf on this day of ,

By: _____

Becky Stein, CAE
Director of Education and Credentialing



Agenda Item No: 9b

**City Council
Agenda Supplement**

<u>Meeting Date:</u>	July 6, 2021
<u>Item:</u>	The Crystal Lake Night Owl Bike Ride
<u>Staff Recommendation:</u>	Motion to approve the Land Conservancy of McHenry County's application for a Special Event for the Crystal Lake Night Owl Bike Ride on August 7 through August 8, 2021 pursuant to the recommended conditions.
<u>Staff Contact:</u>	Michelle Rentzsch, Director of Community Development

Background:

In an effort to promote bicycling as a viable transportation alternative in a unique and fun environment, the Land Conservancy of McHenry County will be hosting their annual Crystal Lake Night Owl Bike Ride, an overnight bike ride through the City between Saturday, August 7, 2021 and Sunday, August 8, 2021. This year's event will begin at 10:00 p.m. and finish around 1:00 a.m. There is no rain date scheduled in case of inclement weather.

The proposed bike ride route is approximately 21 miles long. The route will be the same as in previous years. The route makes use of many existing bike paths and bike routes throughout the City. The ride is open to riders of all ages, and has a limit of 300 riders.

The applicant is requesting use of the City Hall front parking lot for staging and start/end of the event. Entrances to the parking lot would remain open during the event. Participants will use the former public safety building parking lot at 121 W. Woodstock Street and the west end of the Alexander Commuter parking lot for parking during the event. Similar to previous years, City Hall will be open for access to restroom facilities.

City staff has reviewed the petitioner's request and does not have concerns regarding the event, providing the following conditions are met:

- 1) This approval is contingent upon this event maintaining compliance with the Governor's Restore Illinois Plan
- 2) The City will have flexibility in altering the course based on any concerns that may arise.
- 3) Participants shall obey all traffic laws.

- 4) The organizers will advise participants to ride in one lane and allow space for cars to pass in the other lane.
- 5) Amplified music will not be allowed in the City Hall parking lot in conjunction with the event.
- 6) Volunteers shall carry cellular phones or radios to contact 911 in case of an emergency. Volunteers are not to direct traffic.
- 7) This event will require two officers to direct traffic and race participants throughout City streets. Please contact Please contact Patrol Commander, Ron Joseph at (815) 356-3768 to determine/arrange for police officers for assistance with this event. The applicant shall be responsible for paying for Crystal Lake Police Services.
- 8) All debris created by the event shall be cleaned up during and after the event.
- 9) Petitioner must adhere to the required City insurance provisions for the use of City-owned property by providing a certificate of insurance naming the City as additional insured, and sign the required Indemnity/Hold Harmless agreement.
- 10) Tents and canopies used for an event must comply with the conditions on the attached Tent and Canopy handout.
- 11) Promotional and informational banners and signage may need a limited duration sign permit issued from the Building Division.
 - a. Please contact the Building Division regarding signage to be used in conjunction with the event.
 - b. Ensure that all signage used for the event does not block the line of sight of vehicles exiting the parking lot.
- 12) In the case of inclement weather, an alternate date can be approved by the City Manager.

This event will require two officers to assist with the event. One officer will ride with the participants, and a second officer will be in a marked squad car. The Police Department estimates the chargeback fee for the police detail to be about \$454.80. The applicant has paid for Police services during previous years' events.

The applicant has been made aware of these recommended conditions and advised to attend the July 6, 2021 City Council meeting to answer any questions.

Votes Required to Pass:

Simple majority vote.



Agenda Item No: 9c

**City Council
Agenda Supplement**

Meeting Date: July 6, 2021

Item: Crystal Lake Police Department's National Night Out Special Event Permit.

Recommendation: Motion to approve the Crystal Lake Police Department's Special Event for National Night Out and street closure of Williams Street between Brink Street and Crystal Lake Avenue on August 5, 2021 pursuant to the recommended conditions.

Staff Contact: Michelle Rentzsch, Director of Community Development

Background: The City of Crystal Lake Police Department has applied for a Special Event Permit hold the Crystal Lake Block Party as part of National Night Out. The event is to be held on Williams Street between Brink Street and Crystal Lake Avenue on August 5, 2021 between 3:00 p.m. and 9:00 p.m. The event will include a mobile DJ, food vendors, and games.

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

1. This approval is contingent upon this event maintaining compliance with the Governor's Restore Illinois Plan
2. This approval is valid for the Special Event Permit and closure of Williams Street between Brink Street and Crystal Lake Avenue on August 5, 2021 from 3:00 p.m. to 9:00 p.m.
3. The event shall be in accordance with the submitted site plan.
4. All electrical must comply with the 2017 National Electric Code and is subject to an inspection prior to starting the event.
5. Promotional and informational banners and signage are approved via this approval. Please contact the Building Division regarding the details of the signage to be used in conjunction with the event. Signs cannot obstruct the view of traffic or be attached to utility poles.
6. The applicant is responsible for obtaining all necessary McHenry County Health Department permits.
7. The applicant must provide adequate trash receptacles, which need to be emptied on a regular basis throughout the event, and following post-event cleanup. Downtown amenities and landscaping must be properly maintained and/or restored to their original condition, as necessary. Waste materials in/under and within 30 feet of all tents/canopies need to be stored in approved containers. (Garbage cans must be provided for waste.)

8. Provide approved access for emergency vehicles to gain entry to the event as well as maintain access to the existing structures. This must include a minimum 20-foot access in the roadway, the parking areas serving the alley to the rear of Williams Street, and the Brink Street lot near the Raue Center. Any barricades used must be easily moveable for emergency access.
9. Fire hydrants shall be accessible or unobstructed
10. Tents and canopies used for an event must comply with the conditions on the attached Tent and Canopy handout.
11. Signs indicating the road closures are to be posted a minimum of 24 hours prior to the event.
12. All directly affected businesses should be notified of road closure as far in advance as possible.

The applicant has been made aware of these recommended conditions and advised to attend the July 6, 2021 City Council meeting to answer any questions.

Votes Required to Pass: A simple majority vote.



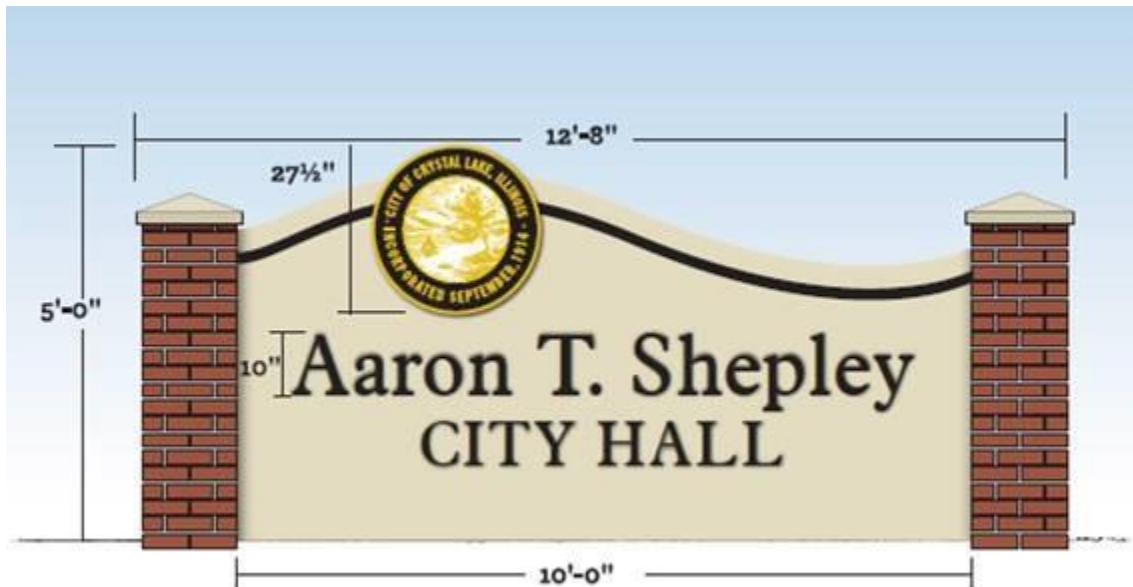
Agenda Item No: 10

City Council Agenda Supplement

Meeting Date:	July 6, 2021
Item:	Official Naming of City Hall
Mayor's Recommendation:	Motion to approve the Resolution officially naming the Aaron T. Shepley City Hall at 100 W. Woodstock Street.
Contact:	Haig Haleblian, Mayor

In honor of Aaron Shepley's dedication, contributions, and service to the Crystal Lake community as Mayor for more than 21 years, please see the attached resolution that would officially name the City Hall building to "Aaron T. Shepley City Hall".

Below is a rendering of a proposed upgrade to the existing City Hall monument sign as part of the dedication for the Aaron T. Shepley City Hall. The proposed compressed foam core sign would replace the existing metal cabinet and mirror the style and color of the City's existing gateway signs.



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

Votes Required to Pass: Simple majority

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Res. 21R-



The City of Crystal Lake Illinois

**A Resolution officially naming the
Aaron T. Shepley City Hall**

WHEREAS, Aaron T. Shepley served as Mayor for 21 years and as Councilmember for two years, becoming Crystal Lake's longest serving Mayor at the time of his passing on May 4, 2020; and

WHEREAS, during those 23 years of service, Mayor Shepley championed a united City Council, working together for one purpose and vision: to make Crystal Lake a great place to live; and

WHEREAS, Mayor Shepley displayed passion, integrity, and unwavering support to help accomplish many of the City's major achievements over the past two decades, including the development of the Three Oaks Recreation Area and the myriad of quality residential and exciting commercial businesses that find success here; and

WHEREAS, Mayor Shepley had a deep commitment to our community's history demonstrated by preserving and creatively reusing such historic treasures as the Dole Mansion and the Raue Center; and

WHEREAS, Mayor Shepley was a proponent of the unparalleled professionalism of the City staff and the respective departments that protect, maintain, propel, and serve Crystal Lake's residents and businesses; and

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WHEREAS, Mayor Shepley always tried to do the right thing even if it is unpopular and difficult but necessary to maintain the highest principles; and

WHEREAS, Crystal Lake is a great place to live, work, and play in large part to the role that Mayor Shepley played, making Crystal Lake an even better place and leaving a legacy that will outlive all of us; and

WHEREAS, the Mayor and City Council of the City of Crystal Lake wish to recognize Aaron T. Shepley for his dedicated service to the City, its residents and his commitment to excellence, bettering oneself, and serving the community he loved, and to honor that legacy.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Hall building located at 100 West Woodstock Street will be officially named the “Aaron T. Shepley City Hall”.

DATED at Crystal Lake, Illinois, this 6th day of July, 2021.

CITY OF CRYSTAL LAKE, an Illinois
Municipal Corporation

BY: _____
Haig Haleblian, MAYOR

SEAL

ATTEST:

Nick Kachiroubas, CITY CLERK

PASSED: July 6, 2021

APPROVED: July 6, 2021



Agenda Item No: 11

City Council Agenda Supplement

Meeting Date:

July 6, 2021

Item:

Sweeps and Sculls Rowing Camp Special Event Request at the Three Oaks Recreation Area

Council Discretion:

1. Motion to approve the Sweeps and Sculls request to hold a rowing camp at the Three Oaks Recreation Area from Monday, August 2, 2021 through Friday, August 6, 2021, subject to the recommended conditions.
2. No Action.

Staff Contact:

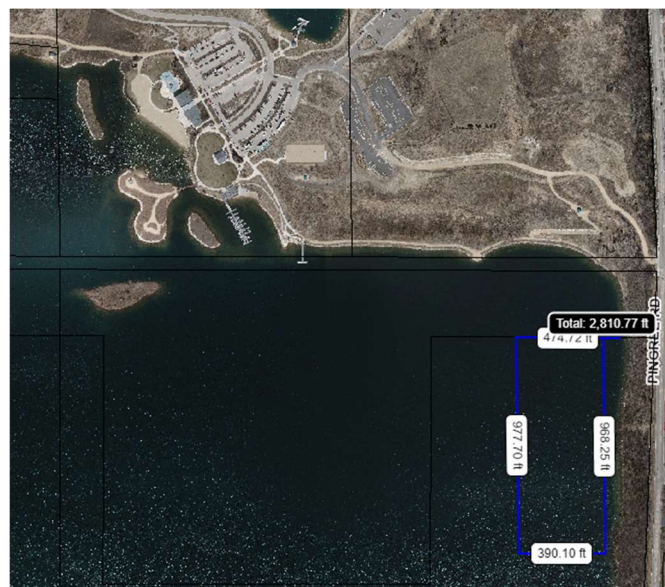
Nick Hammonds, Assistant to the City Manager

Background:

The City received a request from Sue Koscielski with the Sweeps and Sculls Rowing Organization for the use of the Three Oaks Recreation Area to hold a rowing camp from Monday, August 2, 2021, through Friday, August 6, 2021. Sweeps and Sculls is based in Wauconda, IL and teaches the basics of rowing and proper water safety to local youth aged 12 through 17. This is a new event request from Sweeps and Sculls, however, similar rowing camps have been held at the Three Oaks Recreation Area in the past.

Event Details

Approximately 15 children in Junior High and High School will participate each day. The ratio of children to adult coaches will be 5:1 throughout the week. The rowing camp will take place from 5:00 p.m. to 8:00 p.m. each day. The petitioner is requesting to bring three outside watercraft for use at the south lake to teach proper rowing technique and water safety. The below map highlights the area where the rowing camp will be held.



The City will provide a staff member on the backup service boat to monitor the safety of the rowers during the camp. The City has a lake patrol boat and a backup service boat, and the use of the backup service boat will not impact the City’s ability to monitor the lake. On Monday, August 2nd, the camp will be held entirely on land to provide basics of rowing and water safety. The backup service boat will be needed Tuesday, August 3rd, through Friday, August 6th. The petitioner will be responsible for the costs associated with staffing the service boat.

The petitioner will be storing three 60 foot long rowing boats at the Three Oaks Recreation Area during the week of the event. Upon arrival, the petitioner will be required to clean the boats to help prevent invasive species from entering the lake. The boats will be removed on Friday, August 6th after the event has concluded.

The petitioner has provided the City with an insurance certificate naming the City as additional insured and will sign an indemnity/hold harmless agreement. In addition, each parent will sign a “Participant Form” on behalf of their child, which will provide the City further liability protection. Attached to this agenda supplement is a copy of the Special Event Application and certificate of insurance.

Participants will not be required to wear a life vest during the camp. Rowing is inhibited by a life vest and causes discomfort for rowers. Rowers have been excluded from the life vest requirement during past rowing events at the park. The service boat will patrol closely with the camp participants to ensure safety of rowers.

Required Costs:

The refundable and non-refundable fees are outlined in the table below.

<i>Refundable</i>	Fee
Refundable Event Damage Deposit	\$200
Total Refundable Fee:	\$200
<i>Non-Refundable</i>	
Special Event Application Fee:	\$50
Staff for Safety Boat (\$60 per day, 4 days total)	\$240
Total Non-Refundable Fee:	\$290

Public/Visitor Impact:

<i>Use Location</i>	<i>Hours of Use</i>	<i>Exclusive Use?</i>	<i>Level Of Public Impact</i>	
Swim Beach	-	-	N/A	The swim beach will not be impacted by the event.
Marina/Lake Usage	5:00 p.m. – 8:00 p.m.	No	Low	The petitioner will utilize a designated area along the east shoreline of the lake.
Pavilions (A, B, C and D)	-	-	Low	Petitioner will not be using the pavilions.
Picnic Grove	Monday, August 2 nd ,	No	Low	The petitioner will utilize the Picnic Grove area on Monday, August 2 nd to teach rowing

	5:00 p.m. – 8:00 p.m. only			basics on land. Use of the Picnic Grove will not impact other park guests.
Parking Lot	-	No	Low	Parking lot availability will not be impacted by the event.
Quarry Cable Park	-	-	Low	The rowing event will not affect the Cable Park’s operations.
Board House	-	-	Low	The rowing event will not affect the Board House’s operations.
Cottage on the Beach	-	-	Low	The rowing event will not affect the Cottage on the Beach’s operations.

Recommended Conditions:

City staff has reviewed the petitioner’s request and offers the following conditions:

1. Comply with all City Code regulations and Special Event requirements, including all insurance requirements. Insurance certificates need to be provided annually. Petitioner must adhere to the required City insurance provisions for the use of City-owned property by providing a certificate of insurance naming the City as additional insured, and sign the required Indemnity/Hold Harmless agreement.
2. If tents or canopies will be used, the petitioner shall contact the Fire Rescue Department for further review. The use of tents or canopies is subject to review by the Fire Prevention Bureau. The petitioner shall provide a detailed site plan for tents or canopies prior to the event.
3. Maintain access to all fire lanes and the south lake marina boat ramp. Provide a plan for all on-site signage prior to the event, which shall be reviewed by the City and approved prior to placement.
4. Submit for City approval, site plan, severe weather plans and an evacuation plan.
5. All temporary electrical items shall comply with the 2005 Electric Code and shall be subject to City inspection.
6. All debris created by the event shall be cleaned up during and after the event.
7. In the case of inclement weather, an alternate date can be approved by the City Manager.
8. The petitioner is responsible for the required costs, which are the costs for use of Three Oaks Recreation Area and staff for the service boat.
9. The Sweeps and Sculls Organization must provide payment, proof of volunteers, insurance, severe weather and evacuation plan, and liability waivers by July 23, 2021 or the event may be cancelled.

The petitioner is aware of the recommended conditions and will be present at the meeting.

Votes Required to Pass:

Simple majority vote of the City Council



Agenda Item No: 12

**City Council
Agenda Supplement**

Meeting Date: July 6, 2021

Item: Lightyears Filming Special Event Request

City Council discretion:

- a) Motion to approve the Lightyears Filming Special Event Request on July 19, 2021 through July 21, 2021 at 457 West Virginia Street, and assistance from the Crystal Lake Police Department, subject to the recommended staff conditions.
- b) Motion to deny the request.

Staff Contact: Michelle Rentzsch, Director of Community Development

Background: The City has received a request from Ruff Draft Productions to film Lightyears, an Amazon Prime television show, at Big Al's Trading Post, 457 West Virginia Street.

Ruff Draft Productions has provided a tentative schedule of the production that will involve set up on Monday July 19th, filming on Tuesday July 20th, and wrap up on July 21st. The day of filming will require the use of the entire parking lot for the shopping center.

The production company has secured approval from the property owner for the use of the building and parking lot, approval from the business owner for the use of the storefront, and an agreement with First Congregational Church, 461 Pierson Street, to park the production equipment trucks, and passenger vehicles.

In addition, the applicant is requesting assistance from the Crystal Lake Police Department due to the activity taking place on a main roadway within the City. They have requested two officers to be present for the filming to assisting in keeping traffic running smoothly on Virginia Street.

City staff has reviewed the petitioner's request, and does not have concerns with the event, providing the following conditions be met:

- 1) This event must meet the Governor's Restore Illinois guidelines for this type of event.
- 2) This approval is valid for the Special Event Permit July 19, 2021 through July 21, 2021.

- 3) This event will require two officers to direct traffic. Please contact Please contact Patrol Commander, Ron Joseph at (815) 356-3768 to determine/arrange for police officers for assistance with this event. The applicant shall be responsible for paying for Crystal Lake Police services.
- 4) If site conditions require the use of the City sidewalk the applicant must adhere to the required City insurance provisions for the use of City-owned property by providing a certificate of insurance naming the City as additional insured, and sign the required Indemnity/Hold Harmless agreement.
- 5) Generators must exhaust properly to prevent hazards, and must be grounded properly per the manufacturers specifications.
- 6) Fire hydrants shall be accessible and unobstructed.
- 7) All debris created by the event must be cleaned up during and after the event.
- 8) Emergency vehicle access must be maintained throughout the event. Items should not be placed in a manner which would prohibit access.

The Police Department estimates that the cost for Police Officer assistance for this event, as proposed, is \$606.40 for ½ day of filming (4 hours). Each additional hour will be billed at \$75.80 per hour, per officer. The applicant shall be responsible for paying for Crystal Lake Police services.

The applicant has been made aware of these recommended conditions and advised to attend the July 6, 2021 City Council meeting to answer any questions.

Votes Required to Pass:

Simple majority vote.



Agenda Item No: 13

**City Council
Agenda Supplement**

Meeting Date:

July 6, 2021

Item:

City Code Amendment to Increase the Number of Class 13 Liquor Licenses – Applicant: Yoga on Lake, Inc., d/b/a Ralph’s General Store

Staff Recommendation:

Motion to adopt an Ordinance increasing the number of Class 13 liquor licenses from the currently permitted 32 licenses to 33 licenses, in order to allow for the issuance of a new Class 13 liquor license to Yoga on Lake, Inc., d/b/a Ralph’s General Store, 1309 North Avenue

Staff Contact:

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

Background:

Yoga on Lake, Inc., d/b/a Ralph’s General Store, 1309 North Avenue is the new owner of Ralph’s General Store. As licenses are not transferable, a new liquor license is required.

Yoga on Lake, Inc., d/b/a Ralph’s General Store has requested a new Class 13 Liquor License to continue to operate at the current location under a new license. The former owner of Ralph’s General Store will surrender their old liquor license, and the number of allowable Class 13 liquor licenses will be automatically reduced by one to 32.

Class 13 License authorizes the sale of alcoholic liquors on the premises specified in the license in packages only but not for consumption on the premises where sold between the hours of 7:00 a.m. and 1:00 a.m. Monday, Tuesday, Wednesday, Thursday, and Friday; and 7:00 a.m. Saturday and 2:00 a.m. Sunday, and 7:00 a.m. Sunday and 2:00 a.m. Monday. A Class B Type restaurant may be located on the premises.

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

Current Class 13 License Holders:

<u>Name</u>	<u>Address</u>	<u>Zoning</u>
7-Eleven	60 W. Terra Cotta (Northside Center)	“O PUD”
7-Eleven	1024 McHenry Ave.	“B-1 PUD”
7-Eleven	6225 Northwest Highway	“B-1 PUD”
Bucky’s Express	1095 Pyott	“B-2 PUD”

Casey's General Stores	639 E. Terra Cotta Ave.	"B-2"
Circle K	220 W. Virginia	"B-2"
Circle K	280 N. Route 31	"B-2 PUD"
Circle K	681 W. Terra Cotta	"B-2"
Convenient Liquor & Wine	201 E. Virginia	"B-2"
Cost Plus World Market	6000 Northwest Highway (Crystal Point)	"B-2 PUD"
Crystal Lake BP	281 W. Virginia Street	"B-2"
Crystal Lake Food & Liquor	540 E. Terra Cotta Avenue	"B-2 PUD"
Crystal Lake Gas (Marathon)	770 S. Virginia Road	"B-2"
Crystal Lake Amoco	339 W. Virginia	"B-2"
CVS Pharmacy	1305 Randall Road	"B-2 PUD"
CVS Pharmacy	177 W. Virginia	"B-2"
Fresh Market	6000 Northwest Highway	"B-2 PUD"
Fresh Thyme Farmer's Market	5340 Northwest Highway	"B-2 PUD"
KA Sales (Exxon)	415 W. Virginia	"B-2"
LaRosita of Mesos Group, Inc.	131 Main Street	"B-4"
Midwest Petroleum Dev.	7615 U.S. Route 14 (by McDonald's)	"B-2"
Mobil Mart	250 N. Route 31	"B-2"
Murphy's Oil	985 Central Park Drive	"B-2 PUD"
Oak Street Food & Liquor	256 N. Oak Street	"B-1"
Baard Gas Station/Shell #801	4811 Northwest Highway	"B-2"
Osco Drug	6140 Northwest Highway (The Commons S.C.)	"B-2 PUD"
RJ Pantry & Liquor	19 E. Berkshire Drive	"B-1 PUD"
Sam's Club	5670 Northwest Highway	"B-2 PUD"
Target	5580 Northwest Highway	"B-2 PUD"
Walgreens	151 W. Northwest Highway	"B-2"
Walgreens	315 N. Route 31	"B-2 PUD"
Wal-Mart	1205 Route 31	"B-2 PUD"

The applicant has submitted all of the necessary paperwork. A fingerprint/background search is pending.

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

- Proof of Ownership
- Surety Bond in the amount of \$1,000 payable to the City of Crystal Lake
- Payment of Prorated License Fee

The attached Ordinance approves an increase in the number of Class 13 liquor licenses in order to allow the new owner of Yoga on Lake, Inc., d/b/a Ralph's General Store to continue to operate under a new license. This Ordinance is expressly made subject to the voluntary surrender of the existing liquor license by the former owner of Ralph's General Store.

Votes Required to Pass:

Simple majority

DRAFT

Ord. No.
File No. 255 L



The City of Crystal Lake

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

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

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

Immediately upon the surrendering of the Class 13 Liquor License issued to Ralph's General Store, the number of Class 13 Liquor Licenses shall be increased from increased from 32 to 33.

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

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

DATED at Crystal Lake, Illinois, this 6th day of July, 2021.

City of Crystal Lake, an
Illinois municipal corporation

Haig Haleblian, MAYOR

SEAL

ATTEST

Nick Kachiroubas, CITY CLERK

PASSED: July 6, 2021
APPROVED: July 6, 2021



Agenda Item No: 14

City Council Agenda Supplement

Meeting Date:

July 6, 2021

Item:

City Code Amendment to Increase the Number of Class 14 Liquor Licenses – Applicant: CEC, Entertainment LLC, d/b/a Chuck E. Cheese #053

Staff Recommendation:

Motion to adopt an Ordinance increasing the number of Class 14 liquor licenses from four (4) to five (5), in order to allow for the issuance of a new Class 14 liquor license to CEC, Entertainment LLC d/b/a Chuck E. Cheese #053, 4725 Northwest Highway, upon the surrender of the current Class 14 liquor license by CEC Entertainment, Inc.

Staff Contact:

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

Background:

CEC, Entertainment Inc., d/b/a Chuck E. Cheese #053, 4725 Northwest Highway has recently emerged from bankruptcy as a new corporate entity which is now known as CEC Entertainment LLC. As such, the City Code requires that a new liquor license be issued for the newly created entity in order to allow the Chuck E. Cheese #053 to continue to sell beer and wine at its current location.

CEC Entertainment, Inc. will surrender its old liquor license, and the number of allowable Class 14 liquor licenses will be automatically reduced by one to four (4).

CEC Entertainment, LLC, has requested that upon surrender of the existing Class 14 liquor license held by CEC Entertainment, Inc., the number of Class 14 liquor licenses be increased from four (4) to five (5) in order to allow for the issuance of a new Class 14 liquor license to CEC Entertainment, LLC, d/b/a Chuck E. Cheese #53.

The Class 14 license allows for the retail sale of beer and wine for consumption only on the premises specified in the license where sold between the hours of 11:00 a.m. and 1:00 a.m. Monday, Tuesday, Wednesday, Thursday; 11:00 a.m. and 2:00 a.m. Friday and Saturday; and noon on Sunday and 1:00 a.m. on Monday. A Class A type restaurant may be located on the premises.

<u>Name</u>	<u>Address</u>	<u>Zoning</u>
Asian Buffet and Grill	18 Crystal Lake Plaza	"B-2 PUD"
Portillo's	855 Cog Circle (Archway East)	"B-2 PUD"
McHenry County College	8900 Northwest Hwy	"W"
Urban Air Crystal Lake	220 Exchange Drive, Suite F	Approved, Not issued yet

The annual fee for such a license shall be \$1,000. The 2021-22 License fee has been reduced by 50 percent to \$500.

The applicant has submitted all of the necessary paperwork. A fingerprint/background search is pending.

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

- Background Check Results
- Payment of Prorated License Fee

The attached Ordinance approves an increase in the number of Class 14 liquor licenses in order to allow the new owner of CEC Entertainment LLC, DBA Chuck E. Cheese #053 to continue to operate under a new license. This Ordinance is expressly made subject to the voluntary surrender of the existing liquor license by CEC Entertainment LLC.

Votes Required to Pass:

Simple majority

DRAFT

Ord. No.
File No. 255 L



The City of Crystal Lake
AN ORDINANCE AMENDING THE CODE
OF THE CITY OF CRYSTAL LAKE

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

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

Immediately upon the surrendering of the Class 14 Liquor License issued to CEC Entertainment, Inc., d/b/a Chuck E. Cheese #053, the number of Class 14 Liquor Licenses shall be increased from four (4) to five (5).

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

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

DATED at Crystal Lake, Illinois, this 6th day of July, 2021.

City of Crystal Lake, an
Illinois municipal corporation

Haig Haleblian, MAYOR

SEAL

ATTEST

Nick Kachiroubas, CITY CLERK

PASSED: July 6, 2021
APPROVED: July 6, 2021



Agenda Item No: 15

City Council Agenda Supplement

<u>Meeting Date:</u>	July 6, 2021
<u>Item:</u>	REPORT OF THE PLANNING & ZONING COMMISSION
<u>Request:</u>	Ashton Pointe LLC for a Final Planned Unit Development Amendment (PUD) and Final Plat of Resubdivision to Lot 110 to allow two duplex units on the lot.
<u>PZC Recommendation:</u>	Motion to approve the PZC recommendation and adopt an Ordinance amending the Final PUD and adopting the Final Plat of Resubdivision for Lot 110 in the Ashton Pointe Subdivision at 700-716 Oak Hollow Road.
<u>Staff Contact:</u>	Michelle Rentzsch, Director of Community Development Elizabeth Maxwell, City Planner

Background

- In April of 2004, the original Final PUD for Ashton Pointe was approved. Through the PUD process, the house model styles proposed by Ashton Pointe were reviewed and approved.
- On January 19, 2021, the petitioner requested a Text Amendment modifying the language of the UDO for Residential Planned Unit Developments from the requirement to have 100% of the individual owners sign off on an application. That amendment was approved allowing only 90% of the owners in the same category of dwelling in the PUD and 75% of any other category of dwelling type in the PUD. The petitioner has obtained these approval sign offs.
- The PUD originally contemplated that this would be a 5-unit townhome building. The current market is not supportive of interior units. The petitioner is requesting to amend the Final PUD as this would allow two duplex units so there would be a total of 4 end units which are much more marketable.

Request

- Amend the Final PUD from a single 5-unit townhome building to two duplex units. This reduces the total number of units by one. The duplex concept is more marketable since they would both be end units.
- Final Plat of Resubdivision creating a two-lot subdivision for Lot 110.

PZC Highlights

- The PZC was supportive of the request. They appreciated the new product type for that subdivision and thought it would sell well.
- The Commission noted that the request met the Findings of Fact.

The Planning and Zoning Commission recommended **approval (6-0)** 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 (WK Building and Development Inc., received 03/23/21)
 - B. Elevations (James Byrnes, Architect, dated 08/06/20, received 08/16/20)
 - C. Plat of Subdivision (Haeger Engineering, dated 05/20/21, received 05/20/21)
2. Plat of Subdivision document
 - A. Insert the school districts certification block on the plat.
 - B. Correct the Planning and Zoning Commission signature block.
 - C. Provide the amended CCRs reflecting this change for City review and approval before recording.
 - D. The sidewalk must be extended to the terminus of Oak Hollow Road with this development.
 - E. Provide a parkway tree(s) if feasible, with the two duplexes.
 - F. Correct the plat document to include all the required notations (easements, roadway dedication status, etc.), as detailed in Section 5-200G3b Subdivisions of the UDO.
3. The petitioner must address all of the review comments and requirements of the Community Development Department.

Votes Required to Pass:

A simple majority vote

PIQ Map
700-716 Oak Hollow Road



DRAFT

Ord. No.
File No.



The City of Crystal Lake Illinois

**AN ORDINANCE GRANTING A FINAL PLANNED UNIT DEVELOPMENT
AMENDMENT AND A FINAL PLAT OF RESUBDIVISION FOR LOT 110
AT 700-716 OAK HOLLOW ROAD**

WHEREAS, pursuant to the terms of a Petition (File #PLN-2020-165) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested the issuance of a Final Planned Unit Development Amendment and Final Plat of Resubdivision for Lot 110 to allow the change from a single 5-unit townhome to two duplex units at 700-716 Oak Hollow Road; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on May 28, 2021 in the Northwest Herald, held a public hearing at 7:00 p.m., on June 16, 2021 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Final Planned Unit Development Amendment and Final Plat of Resubdivision for Lot 110, and

WHEREAS, on June 16, 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 Final Planned Unit Development and Final Plat of Resubdivision for Lot 110 be approved, all as more specifically set forth in the minutes from the Planning and Zoning Commission in Case #PLN-2020-165, dated as of June 16, 2021; and

WHEREAS, it is in the best interests of the CITY OF CRYSTAL LAKE that the Final Planned Unit Development Amendment and Final Plat of Resubdivision for Lot 110 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: Final Planned Unit Development Amendment and Final Plat of Resubdivision for Lot 110 be issued to allow the construction of two new duplex units at 700-716 Oak Hollow Road (19-04-276-048 and 19-04-276-041), Crystal Lake, Illinois.

DRAFT

Ord. No.
File No.

Section II: Said Final Planned Unit Development Amendment and Final Plat of Resubdivision for Lot 110 is issued with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
 - A. Application (WK Building and Development Inc., received 03/23/21)
 - B. Elevations (James Byrnes, Architect, dated 08/06/20, received 08/16/20)
 - C. Plat of Subdivision (Haeger Engineering, dated 05/20/21, received 05/20/21)

2. Plat of Subdivision document
 - A. Insert the school districts certification block on the plat.
 - B. Correct the Planning and Zoning Commission signature block.
 - C. Provide the amended CCRs reflecting this change for City review and approval before recording.
 - D. The sidewalk must be extended to the terminus of Oak Hollow Road with this development.
 - E. Provide a parkway tree(s) if feasible, with the two duplexes.
 - F. Correct the plat document to include all the required notations (easements, roadway dedication status, etc.), as detailed in Section 5-200G3b Subdivisions of the UDO.

3. The petitioner must address all of the review comments and requirements of the Community Development Department.

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 Final Planned Unit Development Amendment and Final Plat of Resubdivision for Lot 110 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 6th day of July, 2021.

City of Crystal Lake, an
Illinois municipal corporation

Haig Haleblian, MAYOR

DRAFT

Ord. No.
File No.

SEAL

ATTEST:

Nick Kachiroubas, CITY CLERK

Passed: July 6, 2021

Approved: July 6, 2021



Agenda Item No: 16

City Council Agenda Supplement

<u>Meeting Date:</u>	July 6, 2021
<u>Item:</u>	Conceptual Planned Unit Development (PUD) review for a 97-unit multi-family residential development
<u>Petitioner:</u>	Hamilton Partners, Tim Beechick and Todd Berlinghof Harlem Irving, Rick Filler 95 E. Crystal Lake Avenue
<u>Recommendation:</u>	Discussion Only
<u>Staff Contact:</u>	Michelle Rentzsch, Director of Community Development Kathryn Cowlin, Assistant City Planner

Background

- Hamilton Partners and Harlem Irving, in a joint venture, are proposing a 97-unit multi-family residential development. The proposed development features an apartment building near the intersection and rental townhomes along Main Street.
- The site is the former Hines Lumber property.
- The site was previously approved for the Hummel development, a mixed-use development including 170 condominium units and 14,248 square feet of commercial space. The commercial was on the first floor with the condos above. Mr. Hummel received Preliminary Planned Unit Development (PUD) approval, but did not come forward for Final PUD due to the economic recession.
- A conceptual PUD review was presented in 2016 for a mixed-use development including 217 residential apartments and approximately 10,000 square feet of commercial space. The commercial was on the first floor with the apartments above. The developer was unable to obtain financing for the project and did not proceed forward.
- A conceptual PUD review was presented in 2020 for a mixed-use development including 159 apartments and 5,000-7,150 square feet of commercial space. The proposal was a horizontal mixed-use plan with the commercial use and apartments in separate buildings. The developer elected not to move forward with the project after receiving favorable feedback on the conceptual plan.

- The subject property is located in the Main Street TIF District. The TIF District is a 23-year TIF and is set to expire in the year 2028.

Conceptual Plan Highlights

- The project proposal includes two residential housing types. A 46-unit apartment building and 51 townhome rental units.
- Site Plan:
 - A full access driveway would be allowed on Crystal Lake Avenue and a right-in/right-out entrance would be allowed on Main Street.
 - The traffic study conducted by HLR in 2006 will be updated for the project.
 - Based on the current proposal, 144 parking spaces would be required for the residential units and 192 spaces are provided.
 - The developer has incorporated a defined entrance to the site from Crystal Lake Avenue, similar to the recommendation from the previous conceptual review.
 - The proposed apartment building holds the corner and continues the Downtown Crystal Lake standard for a reduced setback. The developer is proposing to have amenity space on the first floor of the building at the corner to help activate the street and mimic a commercial feel.
 - The parking lot for the apartment building is screened from the street with the amenity/lounge space.
- Architecture:
 - At this time, the applicant does not have a complete rendering of the residential buildings as proposed.
 - The petitioner has submitted some examples of buildings and renderings illustrating architectural elements that would be incorporated into the design for the subject property.

PZC Discussion

- The PZC felt a fully residential development was acceptable for the subject property.
- The PZC appreciated the variety of amenity/open space options proposed and suggested the developer refine the plan so there would be an opportunity for year-round amenities or potentially a rooftop amenity.
- Architecture was discussed and the general feedback was that the buildings should complement the downtown and incorporate quality building materials. The architectural style should be cohesive between the two housing types. A row home feel should be pursued for the townhome units and the apartment building should have an attractive first floor and balconies. These features will tie the development into the downtown and create an urban sense of place.

City Council Discussion Points:

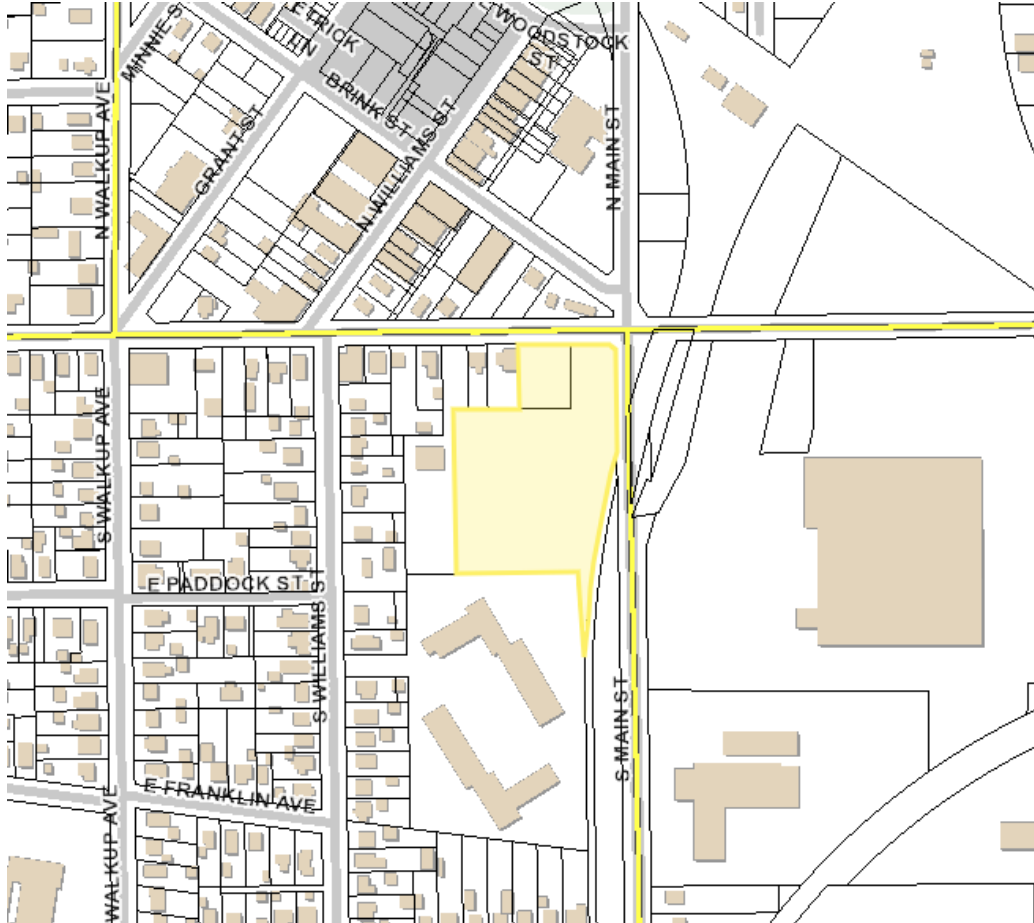
1. Properties located on the edge of many downtowns are multi-family residential uses. **Does a fully residential development fit the vision for this Downtown property?**

2. Architecture:

a) **For the townhomes, which sample architectural style is preferable?** Are there other ideas for the petitioner?

b) For the apartment building, the architecture must echo some of the strong classic elements we have in Downtown. The petitioner has shown examples of types of dynamic features on buildings such as a strong cornice, brick base, traditional colors and materials, first floor awning, balcony details and wide trim. **Are there architectural elements that are preferable?**

PIQ MAP – 95 E. CRYSTAL LAKE AVE – CONCEPTUAL PUD





#PLN-2021-68
95 E. Crystal Lake Ave – Conceptual PUD
Project Review for Planning and Zoning Commission

<u>Meeting Date:</u>	June 16, 2021
<u>Request:</u>	Conceptual planned unit development review for a 97-unit multi-family residential development.
<u>Location:</u>	95 E. Crystal Lake Ave
<u>Acreage:</u>	Approximately 4.8 acres
<u>Zoning:</u>	B-4 – Mixed-Use Business
<u>Surrounding Properties:</u>	North: B-4 – Mixed-Use Business South: R-3B PUD – Multi-Family Residential PUD East: M – Manufacturing West: M-L & R-3A – Manufacturing Limited & Two-Family Residential
<u>Staff Contact:</u>	Katie Cowlin (815.356.3798)

Background:

- The site is the former Hines Lumber property.
- The site was previously approved for the Hummel project, a mixed-use development including 170 condominium units and 14,248 square feet of commercial space.
- A conceptual PUD review was presented in 2016 for a mixed-use development including 217 residential apartments and approximately 10,000 square feet of commercial space.
- A conceptual PUD review was presented in 2020 for a mixed-use development including 159 residential apartments and approximately 5,000 square feet of commercial space.

Development Analysis:

Land Use/Zoning

- The site is currently zoned B-4 Mixed-Use Business. Residential developments are permitted in this zoning district with a Planned Unit Development approval.
- The petitioner would request variations in conjunction with the Planned Unit Development.

General

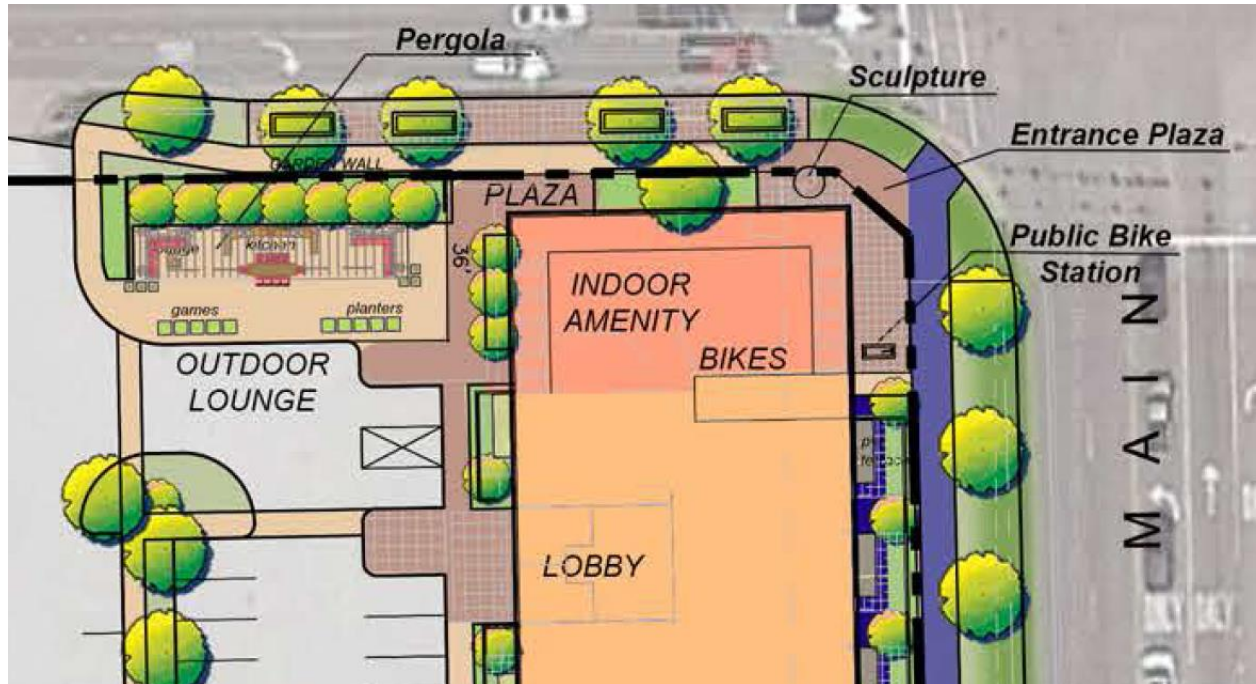
- The project proposal includes two residential housing types. A 46-unit apartment building and 51 townhome rental units.
- The apartment building would include one and two-bedroom units. There is 2,000 square feet of amenity space included within the building for the residents. The amenity space would be located on the first floor of the building at the corner of the intersection to mimic first floor commercial retail space.
- The townhome units would be a mix of two and three-bedroom units and include a two-car garage for each unit.
- The project is adjacent to the MCCD Prairie Trail.

Comparison of Developments				
	Hummel (approved in 2006)	2016 Conceptual	2020 Conceptual	Proposed Project
Development	170 condos & 14,248 sf retail	217 apartments & 10,000 sf retail	159 apartments & 5,000-7,150 sf retail	97 units total (46 apartments & 51 townhome units)
Height	62 feet/ 5 & 6 stories	66 feet 4 inches/ 6 stories	One story retail & 3/4 stories residential	4-story apartment building & 3-story townhomes
# of Buildings	2 buildings	1 building	2 buildings	10 buildings
Parking	Parking provided at street level and basement	Parking provided for retail use on street level and resident parking is located internal to the building on each level	Parking provided for retail use on street level and resident parking is under the building and around the building	Garage parking would be provided for the townhomes and surface parking for the apartment units

Site Layout

- The proposed apartment building would be located along Crystal Lake Avenue and Main Street with a reduced setback in order to continue the Downtown Crystal Lake standard. The townhome buildings would be located at the south end of the property and fronting Main Street.
- A full access driveway would be allowed on Crystal Lake Avenue and a right-in/right-out entrance would be allowed on Main Street.
- The traffic study conducted by HLR in 2006 will be updated for the project.
- Previous project proposals have been vertical and horizontal mixed-use developments. During the last conceptual, both the PZC and City Council were concerned about trying to build too much on the property while providing sufficient parking.
- The petitioner is proposing a mix of residential building types to meet market demands and address the parking requirements.

- The proposed project includes private green spaces for the residents to gather, an outdoor seating area to buffer the parking lot from the street and indoor amenities. The green space is accessible to all residents with the placement of sidewalks throughout the site. The corner of Crystal Lake Avenue and Main Street has a variety of streetscape elements and amenities for the residents and public, an enlarged portion of the site plan is pictured below.



- The access from Crystal Lake Avenue was designed to allow for a distinct entrance to the site, instead of driving through a parking lot. This design was encouraged by staff similar to the previous conceptual review.

Parking

- Surface parking would be utilized for the apartment building.
- Two-car garages are proposed for the townhome units and surface parking would be provided for guests.
- Based on the current proposal, 144 parking spaces would be required for the residential units and 192 spaces are provided.

Building Elevations (See next page for example images)

- At this time, the applicant does not have a complete rendering of the residential buildings as proposed.
- The petitioner has submitted some examples of buildings and renderings illustrating elements that would be incorporated into the design for the subject property.
- The townhomes and multi-family building should share architectural elements in order to present a cohesive development.

- The architecture of the buildings should be complementary to the downtown and include a mixture of architectural elements such as:
 - A mix of traditional building materials
 - Varying rooflines
 - Distinct horizontal and vertical elements to create a base, middle and top for the apartment building
 - Covered entryways and accents
 - Recessed balconies for the apartment building
 - Details such as gable brackets, projecting cornices, awnings and wide window trim

(Continue to next page.)

The sample images were provided by the petitioner and staff has noted favorable elements of the apartment buildings.



Strong cornice and brick base – quality



Mix of square and arch openings & varied roofline – pleasing



Traditional colors – timeless & urban



Balcony details & brick – clean



First floor awning – urban feel

The sample images below were provided by the petitioner to illustrate townhome concepts that have strong architectural details and a mix of quality building materials. The townhome design should complement the apartment building.



Planning and Zoning Commission Discussion:

The following comments are for discussion and consideration in future submittals:

1. Properties located on the edge of many downtowns are multi-family residential uses. Does a fully residential development fit the vision for this Downtown property?
2. Site Plan: Pedestrian level design, amenities, and integration on this site as well as to the Prairie Path and downtown are important. The petitioner is proposing a variety of amenities on-site and at the corner of Crystal Lake Avenue and Main Street. Some of the amenities include a pet station, green space with grilling area, outdoor kitchen and seating (outdoor lounge), pergola, a plaza, sculpture and public bike station. What are additional details for these amenities that will activate the area and create a sense of place?

3. Architecture:

a) For the townhomes, which sample architectural style is preferable? Are there other ideas for the petitioner?

b) For the apartment building, the architecture must echo some of the strong classic elements we have in Downtown. The petitioner has shown examples of types of dynamic features on buildings such as a strong cornice, brick base, traditional colors and materials, first floor awning, balcony details and wide trim. Are there architectural elements that are preferable based on what the petitioner has provided or other ideas for this building?

FAMILTON
PARTNERS

HAMILTON PARTNERS, INC.
1130 Lake Cook Road, #150
Buffalo Grove, IL 60089
P (847) 459-9225
F (847) 459-8918

May 25, 2021

Ms. Kathryn Cowlin
AICP | Assistant City Planner | Community Development
City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, IL 60014

RE: Proposed Development Concept / Crystal Lake Apartments at Crystal Lake Avenue & Main Street

Dear Katie:

Hamilton Partners and Harlem Irving Companies are working together to seek approval of the rezoning and development of the property at 95 Crystal Lake Avenue at the SW corner of Main Street and Crystal Lake Avenue in Crystal Lake, Illinois. Our proposal would be to seek approval for multi-family zoning within a PUD for this property which would allow for the development of a four-story apartment building containing 46 rental units along with the development of 51 townhomes consisting of 2 and 3 bedroom units as rentals. Each townhome would also contain two and ½ baths, a two-car garage along with bonus room.

The apartment building would include common areas such as all-purpose/co-op space, fitness room and internal bike storage. This featured space would be positioned at or near first floor street frontage at the north end of the building along Crystal Lake Avenue and Main Street. The proposed development would also include landscaped features, including outdoor gazebos with grills, seating clusters and would contain a separate area as a dog park.

We have teamed up other strategic partners to co-develop this blend of a combination of conventional apartment units contained within multi-story buildings along with townhome units for rent in various apartment campuses within the suburban marketplace and have found this approach to be successful and appealing to the user looking for a variety of rental options.

The location of this property with close proximity to the shops and restaurants in downtown Crystal Lake along with walking distance to the train station provide a strategic location for many users seeking to rent in this submarket. We anticipate the variety of space options will cater to a diverse segment of renters from young professionals to older couples considering a rental home in the community of Crystal Lake.

Thank you for your cooperation and assistance in working with us relative to this site that is available for development. We are excited to have the opportunity of discussing our development concept for this property with community leaders within Crystal Lake and look forward to sharing our thoughts relative to this exciting opportunity.

Sincerely,



Timothy G. Beechick
Partner

TGB:mcs

City of Crystal Lake Development Application

Crystal Lake City

File # _____

Project Title: _____

Actions Requested

- | | |
|---|--|
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Preliminary PUD |
| <input type="checkbox"/> Comprehensive Plan Amendment | <input type="checkbox"/> Preliminary Plat of Subdivision |
| <input type="checkbox"/> Conceptual PUD Review | <input type="checkbox"/> Rezoning |
| <input type="checkbox"/> Final PUD | <input type="checkbox"/> Special Use Permit |
| <input type="checkbox"/> Final PUD Amendment | <input type="checkbox"/> Variation |
| <input type="checkbox"/> Final Plat of Subdivision | <input type="checkbox"/> Other |

Petitioner Information

Name: Tim Benschel / Hamilton Farms

Address: 1130 Lake Cook Road - Suite #100

Office: Gene, IL 60088

Phone: 847-458-0225

Fax: 847-458-2016

E-mail: tbenschel@hfr.com

Owner Information (if different)

Name: First Midwest Bank, Attn - Amanda Proczko

Address: 3183 W. Bryn Mawr - Suite #1900

Chicago, IL 60631

Phone: 815-264-0978

Fax: 708-698-2577

E-mail: amanda.proczko@firstmidwest.com

Property Information

Project Description: The property is a 2.22 acres of vacant land located at the SW corner of Crystal Lake Avenue and Main St., formerly
housing the business of Miras Lumber Yard. The proposed use would be for multi-family use with the development of a rental community containing a
two four (4) story apartment building with 48 units along with 61 townhomes for a total of 96 rental units.

Project Address/Location: 55 Crystal Lake Avenue

Southwest corner of the intersection of Crystal Lake Avenue and Main Street.

PIN Number(s): 19-05-228-061, 19-05-228-062

Manufacturers/Traders

Please include address, phone, fax and e-mail

Architect: LEWIS KALINICH ARCHITECTS

Appraiser: J&J CONSULTING

Attorney: CRISTO, DASH, WATKINS & BROWN P.C.

Engineer: RMS ENGINEERING LLC

Landscape Architect: To be determined

Planner: ES3 DESIGN INC.

Surveyor: Terra Technology Land Surveying, Inc.

Other: _____

Signature

HAMILTON PARTNERS
TIM BEECHICK Tim Beechick 5/25/2021
PETITIONER: Print and Sign name (if different from above) Date

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

Amanda L. Panosko 5/25/2021
OWNER: Print and Sign name Date

NOTE: If the property is held in trust, the trust officer must sign this petition as owner. In addition, the trust officer must provide a letter that names all beneficiaries of the trust.



**CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, JUNE 16, 2021
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS**

The meeting was called to order by Chair Greenman at 7:00 p.m.

Mr. Greenman called the meeting to order. On roll call, members Atkinson, Esposito, Jouron, Repholz, Skluzacek, and Greenman were present. Mr. Gronow was absent.

Elizabeth Maxwell, City Planner and Katie Cowlin, Assistant City Planner were present from Staff.

Mr. Greenman said this meeting is being recorded for broadcast and future playback on the City's cable channel. He led the group in the Pledge of Allegiance.

2021-68 95 E. CRYSTAL LAKE AVE – CONCEPTUAL PUD – PUBLIC MEETING

A conceptual plan presentation for a 97-unit multi-family residential development.

Tim Beechick, Hamilton Partners; Todd Berlinghof, Hamilton Partners; Mike Rolfs, Hamilton Partners; Rick Filler, Harlem Irving; Jeff Mulcrone, BSB Design and Joe Maschek, BSB Design were present to represent the request.

Mr. Beechick provided an overview of Hamilton Partners and Harlem Irving Group's experience in the commercial, retail, office, industrial and multi-family residential developments. Mr. Beechick reviewed the proposed site plan and housing types, which include townhome and apartment unit rentals.

Mr. Berlinghof reviewed why a residential development is the highest and best use for the property. The subject property is at the edge of the Downtown District and adding housing options will support the existing restaurants and retailers in the District. Mr. Berlinghof stated he understood why the city wanted retail at this corner, but the market has evolved and this property is too far from the main retail. The site constrictions also play a major role in determining the best use of the property. The limited access and shape of the property makes it difficult to fit both commercial and residential uses. The proposed residential development has been designed to fit in with the Downtown District. The apartment building is at the hard corner and will activate the street with amenities on the first floor and enhanced outdoor space. The corner will have the appearance of commercial space because of the amenity room for the residents.

Mr. Beechick added that the proposed development will be a great addition to the community and will add between 150-200 residents. The amenity space will be well thought out both inside and outside. They will have to utilize materials that are feasible and will complement the area. Mr. Beechick reviewed the architectural samples and the specific element from each image that was pleasing. Mr. Maschek illustrated the approximate length of the apartment building for the subject property on each of the architectural

samples. Mr. Beechick finished by showcasing examples of types of amenities that could be included at the subject property.

Ms. Cowlin provided a summary of the conceptual site plan and highlighted the amenity spaces and proposed uses. The three main discussion points relate to land use, amenity space and sense of place and determining the appropriate architectural style for the property.

Mr. Greenman thanked the petitioners for coming before the Commission for feedback. Conceptual reviews are a great tool to take advantage of for preliminary comments.

Mr. Jouron stated he liked the site plan and the proposed uses. The apartment building should look nice and the townhomes should not look like army barracks. The apartment building example "The Flats" has nice architecture. The architecture of the townhomes should match the apartment building. Do not use the red brick and black siding color scheme.

Mr. Beechick agreed the architecture of the townhomes and apartment building should be tied together.

Mr. Atkinson shared that he has seen apartment buildings that have individual walkout entrances for first floor units and suggested exploring that for the side facing the street. He enjoys the industrial loft style for the inside of the units. The exterior should be more traditional and timeless. The streetscape needs to meet the buildings, Brownstone style buildings for the townhomes along Main Street would be very attractive and give a downtown feel. Mr. Atkinson also encouraged the petitioners to explore underground parking to allow for more green space and rooftop amenities such as a garden or a gathering space as these types of amenities are very popular in new developments.

Mr. Esposito agreed with Mr. Atkinson and likes the Brownstone feel. He feels all residential is okay for this property and understands why retail will not work at this time. The row house look is ideal for the townhomes and the apartment building should have balconies. Mr. Esposito likes the activated first floor at the corner.

Ms. Repholz stated the opportunity for more living options is great, she is a big fan of a built in customer base for the downtown. Personally, neutral colors are more pleasing for architecture and the townhomes will the vertical accents are attractive. The site should have an architectural style that blends the industrial buildings along Main Street with the traditional gables of the downtown residential neighborhood.

Mr. Skluzacek shared he always thought a coffee shop would go at the corner, but agreed that not a lot of people would walk from the heart of downtown to this property just for coffee. The residential use makes sense. The Brownstone look is nice and he likes the peaked roofs on the townhomes. Mr. Skluzacek asked if there would be an elevator in the apartment building, Mr. Berlinghof said yes.

Mr. Greenman stated the residential land uses worked here and the site plan was on the right track. He wondered if the pet station was in the right location and if the BBQ area was needed between the townhomes

since most people would have their own. Mr. Berlinghof agreed they should look at that green space and determine a more useful amenity for the residents. Mr. Berlinghof verified that all of the units would be rental, including the townhome units.

Mr. Greenman suggested buffering or fencing the area that is labeled “outdoor lounge” so the public does not use the area. Mr. Filler stated their idea was to have a nice landscape buffer between the public sidewalk and the outdoor lounge so that you could still see the activity in the area and provide a separation of the uses.

Mr. Greenman also asked the petitioners to make the amenity spaces usable year-round. He also felt the row home look along Main Street would be attractive and “The Flats” is a nice building, but suggested using different colors. Mr. Greenman asked if the petitioners had any other questions.

Mr. Berlinghof stated there was a lot of references to Brownstones and asked what that means in their minds. Mr. Atkinson stated it was the close to the street, front staircase and porch style building. The materials should be high quality on the street facing elevations.

Ms. Repholz stated in her experience as a realtor, the fewer stairs the better and encouraged the petitioners to see what the site’s typography dictates.

Mr. Berlinghof stated they will need to have a mix of materials to make this property feasible, does the fiber cement siding work as an accent material. The Commission felt it would and the first floor should be a stone or brick. Highly visible elevations need to look great.

HAMILTON PARTNERS

Company Overview



TIM BEECHICK, PARTNER

HAMILTON PARTNERS

PHONE: 847.459.5560 **EMAIL:** tbeechick@hpre.com

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HAMILTON PARTNERS

Hamilton Partners, Inc. is one of the Midwest's preeminent, privately held commercial development companies. The company is headquartered in Itasca, Illinois and has regional offices in Buffalo Grove, Downers Grove, Salt Lake City, Utah and the firm is in the process of opening a full service office in Phoenix. Hamilton Partners has full service management offices in 15 additional locations throughout the Chicago area. In the past 40+ years, the company has developed over 37 million square feet and continues to own several of the Chicago area's most prestigious and financially successful commercial office, industrial and retail projects. Hamilton Partners has won local and state NAIOP awards for our developments in both Utah and Illinois.

Operating Partners of Hamilton Partners are local experts in not only the properties they are operating, but also the dynamics of their communities. With an average of 24 years of experience, each partner has developed, leased and managed numerous properties and understands all facets of community relations as well as property operations. Hamilton Partners believes that quality and service distinguish properties. The firms' portfolio is proof that the highest quality properties achieve higher rental rates, attract and retain stronger credit tenants, and experience higher occupancy.

Summary of Size and Depth of Experience

The 25 partners of Hamilton Partners combine over 470 years of experience developing, owning and operating over 39 million square feet of properties. The result is a time-tested portfolio of the highest quality buildings which continue to set the standard of reference for financial performance.

The Partners have averaged development and acquisition expenditures of over \$100,000,000 annually.

Hamilton Partners continues to own and operate over 18.0 million square feet valued at approximately \$2 billion. Furthermore, land holdings of over 250 acres allow the company to continue its annual development volume.

Hamilton Partners current portfolio:

	Owned/Managed	Developed
Office	9,228,807 SF	25,000,000 SF
Industrial	6,753,679 SF	20,000,000 SF
Retail	327,154 SF	5,000,000 SF
Multi-Family	1,775 Units	375 Units

Development Experience

As a long-term investor in its real estate, Hamilton Partners builds institutional quality properties with an upscale corporate image and the flexibility to accommodate a wide array of tenant mixes. Historically, Hamilton Partners has principally built multiple tenant properties for lease on a speculative basis. As a result of its years of experience, Hamilton Partners has developed a keen sense of how to create efficient buildings which remain flexible as Market conditions change.

Hamilton Partners Project Experience - Office



Hamilton Lakes - Itasca: Hamilton Lakes is a 350 acre, master-planned business community developed by Hamilton Partners. The Park boasts unequaled office space, luxurious amenities, and beautiful indoor and outdoor public spaces. Within the park are two hotels, four restaurants, a child care center, and fitness center. In addition to amenities Hamilton Lakes is home to over 3.7 million square feet of Class A office space. Adjacent to the park are the Residences at Hamilton Lakes, developed together with M&R Development, which boasts 297 apartments.

Hamilton Partners Project Experience – Office



Esplanade Business Park - Downers Grove: The Esplanade at Locust Point is located at one of the most vital intersections west of Chicago’s Loop. This master-planned development of approximately 3 million square feet and 80 acres, offers unequaled office space and luxurious amenities for the business community. First-class hospitality in the DoubleTree Suite Hotel and beautiful indoor and outdoor public spaces are well established and are directly accessed by all buildings via a skywalk system. Additional amenities include The Esplanade Fitness Center, Bright Horizons Daycare Center, full service restaurants, a deli, and a retail arcade. The Esplanade provides a direct free bus connection to the Belmont Station in Downers Grove.

Hamilton Partners Project Experience – Office

Project Name:	10008 South Creek Run Way, Sandy, Utah
Developer:	Hamilton Partners
Architect:	FFKR Architects
Location:	10008 South Creek Run Way, Sandy, UT
Project Type:	Office Building
Total Development Cost:	\$11 Million



10008 South Creek Run Way, Sandy, UT: 10008 South Creek Run Way in Sandy, Utah was developed as a Class-A, single-tenant office building located in the heart of Sandy, one of Utah’s fastest growing cities. Situated on 2.23 acres, the 55,608 square foot, four-story building features a built-to-suit design with spectacular view corridors in all directions. The development was part of Utah’s first ever transit- oriented development.

Hamilton Partners structured the deal and partnered with the Utah Transit Authority to develop the building. UTA contributed the land while Hamilton Partners match the capital allowing UTA to place revenue back into the public transit system. The agreement was executed in September 2014 and construction was completed by December 2015. Utah Department of Child and Family Services was the tenant.

Located in Sandy’s emerging East Village, the building is part of a 1.45 million square foot mixed-use development which, when completed, will consist of contemporary high-density housing, retail, and office projects. The building is easily accessible from both the 9000 South and 10600 South I-15 –Freeway and is located in the immediate proximity to a TRAX light rail station.

Hamilton Partners Project Experience – Multi-Family



Project Name: **The Residences at Hamilton Lakes**
Developer: Hamilton Partners/M&R Development, LLC
Architect: BSB Design
Location: 1133 N. Arlington Heights Road, Itasca, IL
Project Type: Multiple Family Rental Community
Total Development Cost: \$68 million
Details:

Use/Product	Total
<u>Unit Mix</u>	
Studio	3
1 Bed / 1 Bath	186
2 Bed / 2 Bath	96
3 Bed / 2 Bath	12
Total Rental Units	297
Avg. Unit Size (SF)	949
Residential Parking	513 total

Hamilton Partners Project Experience – Multi-Family



Project Name: Deer Park Crossing
Developer: REVA Development/Hamilton Partners
Architect: BSB Design & Linden Group
Location: 21599 W. Field Court, Deer Park, IL
Project Type: Multiple Family Rental Community
Total Development Cost: \$70 Million

Details:

Use/Product	Total
<u>Unit Mix</u>	
Flats	192
Luxury Townhomes	44
Total Rental Units	236
Avg. Unit Size (SF)	949
Acreage	11.2 Acres

Hamilton Partners Project Experience – Multi-Family

Project Name:	The East Village
Developer:	Hamilton Partners
Architect:	IBI Architects
Location:	159 Midvillage Boulevard, Sandy, Utah
Project Type:	Multi-Family Development
Total Development Cost:	\$58 Million



159 Midvillage Boulevard, Sandy, UT: Development is a four and five story, 336 unit, Class-A development of five buildings. The development was completed in 2017 and is part of Utah's first ever transit-oriented development project.

Hamilton Partners structured the deal and partnered with the Utah Transit Authority to build the property. UTA contributed the land, while Hamilton Partners matched the capital, allowing UTA to place revenue back into public transit.

The development agreement was executed in June 2015 and construction was completed in May 2018.

Hamilton Partners Project Experience – Retail

Hamilton Partners Project Experience



Willow Festival, Northbrook: Willow Festival is one of the largest and most exciting developments in the Chicagoland suburbs. The development boasts over 400,000 square feet and includes a prestigious national tenant roster. This project was structured as an unsubordinated ground lease negotiated by Todd Berlinghof. Hamilton Partners signed a 99-year ground lease with Society of the Divine Word at the end of 2004. Construction began almost a year later in November 2005. Lowes, one of the major anchor tenants, opened for business in October 2006.

The development boasts over 400,000 square feet and includes a prestigious national tenant roster of Whole Foods, CVS Pharmacy, DSW, Homegoods, and Starbucks, to name a few. Hamilton Partners was able to convert a wooded, undevelopable land corner into an asset. Land purchase price was \$64 million. Hamilton Partners worked closely with the City of Northbrook while managing the project. This project was well received by both entities and their respective consultants and advisors and resulted in great success for all involved.

Hamilton Partners Project Experience – Retail

Hamilton Partners Project Experience



Stony Creek Promenade, Oak Lawn: Hamilton Partners developed Stony Creek Promenade in a public/private partnership with the Village of Oak Lawn who was the land owner. The Promenade was developed in 2014 with a retail mix that complements today's economy, like Mariano's Grocery and Cooper's Hawk Restaurant. The project included high end landscaping and upscale finishes that makes the Promenade distinctive and fun. The total development costs were over \$22 million.

The Village leased the land to Hamilton Partners. During this project, the Village's debt was substantially reduced and the TIF is on track to be paid back more than a decade early. The increased tax base and an estimated 700+ jobs that were created were a big asset to citizens of Oak Lawn.

The goal for this project was to transform a dilapidated retail center into a vibrant and exciting retail destination for the southwest suburban area. Stony Creek Promenade opened in 2015 succeeded with record breaking openings, fully leased stores and draws residents to Oak Lawn from surrounding areas. The future decades of millions of dollars in additional yearly revenue for the schools, parks, library and Village made this project a huge success for Hamilton Partners and the Village of Oak Lawn.

ADDITIONAL RETAIL DEVELOPMENT EXPERIENCE

Retail Summary



Willow Festival- Northbrook, IL
Built in: 2006/2007
Size: 417,000 square feet
Cost of Construction: \$55 million
Ownership: Hamilton Partners
Major Tenants: Whole Foods, Lowes,
Best Buy, REI, American Chartered Bank



Shops at Flint Creek- Barrington, IL
Built in: 2006/2007
Size: 55,000 square feet
Cost of Construction: \$11 million
Ownership: Hamilton Partners
Major Tenants: Heinen's



Elk Grove Town Center- Elk Grove Village, IL
Built in: 1998/1999
Size: 138,000 square feet
Cost of Construction: \$21 million
Ownership: Sold 2004
Major Tenants: Dominick's, Walgreens,
Blockbuster

Retail Summary Continued



Ravinia Plaza- Orland Park, IL

Built in: 1989

Size: 102,000 square feet

Cost of Construction: \$16.5 million

Ownership: Sold 2003

Major Tenants: Borders Books, Pier 1



Rice Lake Square- Wheaton, IL

Built in: 1997

Size: 249,277 square feet

Cost of Construction: \$40 million

Ownership: Sold 2004

Major Tenants: Whole Foods, Borders Books



Danada Square East- Wheaton, IL

Built in: 1990

Size: 200,000 square feet

Cost of Construction: \$35 million

Ownership: Sold 2001

Major Tenants: Dominick's

Retail Summary Continued



Mallard Crossing- Elk Grove Village, IL

Built in: 1992

Size: 205,000 square feet

Cost of Construction: \$13 million

Ownership: Sold 1997

Major Tenants: Wal Mart



St. James Crossing- Westmont, IL

Built in: 1998

Size: 55,000 square feet

Cost of Construction: \$8 million

Ownership: Sold 1998

Major Tenants: Specialty Boutique Center

C. Experience of Key Personnel

MARK HAMILTON – PARTNER, HAMILTON PARTNERS

Mark Hamilton is a Partner at Hamilton Partners and is involved in all aspects of development including: office, industrial, retail and multi-family, marketing, leasing, acquisition and all management activities. Mr. Hamilton has had extensive experience in land planning, zoning, entitlement and the development of vacant land and the subsequent use of the property for commercial development.

After graduating from the University of Illinois in 1985, Mr. Hamilton was employed by CB Commercial until 1991. While at CB Commercial, he served as an office broker, gaining recognition as Rookie of the Year in 1989. Mr. Hamilton received his MBA from the Kellogg Graduate School of Management at Northwestern University in 1993 and has served on numerous boards in the Chicagoland area.

RON LUNT – PARTNER, HAMILTON PARTNERS

Ron is an Office Division Partner and one of the founding partners of Hamilton Partners. He is responsible for the development and acquisition activities of the firm. Since Hamilton Partners was established in 1987, the office portfolio has grown to over 11 million square feet.

Prior to establishing Hamilton Partners, Ron was the Office Division Partner for the Trammell Crow Company for 15 years in the Chicago area. With the Trammell Crow Company, he was responsible for leasing, management, and development of the Chicago office properties.

Ron has more than 46 years of experience in the real estate business. He has been directly involved in the development of over 10 million square feet of office buildings, 8 million square feet of office acquisitions, and acquired over 1,000 acres of office land.

Mr. Lunt graduated in 1970 from the University of Minnesota with a BS in Business. He is affiliated with multiple organizations including the Urban Land Institute, the Real Estate Investment Council of Chicago, the DuPage Development Council and is Co-Chair on the Choose DuPage Board.

TIM BEECHICK – PARTNER, HAMILTON PARTNERS

Tim is a founding partner of Hamilton Partners with primary responsibilities for overseeing office development, marketing, leasing, acquisition and management activities in the North and Northwest Suburban Markets of Chicago.

As a Project Partner, he has been responsible for the development, financing, leasing and management of an office building portfolio of over 2.2 million square feet totaled at a value of approximately \$320 million. Tim has had extensive experience in land planning, zoning and the acquisition and sale of vacant land for commercial use development. He has also participated in the development of multi-family apartments within the North and Northwest Suburban Marketplace.

Tim has over 38 years of experience in the commercial real estate business. Prior to joining Hamilton Partners, he was a Project Partner with the Trammell Crow Company in Chicago with primary responsibility for the development, leasing and management of suburban office properties.

TODD BERLINGHOF – PARTNER, HAMILTON PARTNERS

Todd has developed retail shopping centers for Hamilton since graduating from business school. Responsibilities include the acquisition of land, securing of tenants, design, construction and financing of the development, and either the continued management and leasing or the sale of the shopping center at its completion.

Shopping Centers built:

- Mallard Crossing, Elk Grove Village
- Cobbler's Crossing, Elgin
- Berkshire Place, Plainfield
- Village Crossing redevelopment, Skokie
- Rice Lake Square redevelopment, Wheaton
- Flint Creek Shopping Center, Barrington
- Elk Grove Town Center, Elk Grove Village
- Aurora Commons, Aurora
- Maple View, Grayslake
- Prairie Point, Aurora
- Stuarts Crossing, St. Charles
- Greyhawk Shopping Center, Lake Zurich
- Willow Festival, Northbrook

This extensive ground up development experience has also led Todd to become one of the most experienced partners in terms of village board and planning council presentations for the securing of necessary entitlements.

MIKE ROLFS – PARTNER, HAMILTON PARTNERS

Mike is a Partner in the Office Division of Hamilton Partners. He is responsible for office development, marketing, leasing and acquisition activities for a portfolio of 2.2 million square feet in the North and Northwest Suburban Markets of Chicago.

Since joining Hamilton Partners in 1987, Mike has developed over 1,600,000 square feet of office space at a market value of over \$300 million, including corporate build-to-suits for Federal Express, Brunswick, Angus Chemical Corporation, Robert Half International, AAA Chicago Motor Club, CDW Corporate Headquarters and HSBC North American Headquarters. He has leased over 3.5 million square feet of office space and has been involved directly in both land and building sales and acquisition.

PORTFOLIO OVERVIEW



HARLEM IRVING COMPANIES

EXCELLENCE ◦ COMMUNITY ◦ LEADERSHIP

A History of Leadership

Harlem Irving Companies was established in 1954 with the development of Harlem Irving Plaza, a 300,000 square foot shopping center on Chicago's northwest side. One of the first major shopping centers in Chicagoland, "The HIP" opened with 44 stores. A series of phased expansions and renovations ensued, transforming the company's flagship property into its current status as a 700,000 square foot enclosed regional shopping mecca that caters to a trade area of more than 1 million residents. Today The HIP features over 140 specialty stores plus a 350-seat food court, and boasts average sales per square foot in excess of \$530.

The early leadership of Harlem Irving Companies recognized the importance of being active in the burgeoning shopping center industry, and The HIP became the 89th charter member of the International Council of Shopping Centers in 1957. In the more than five decades that its flagship property has evolved and flourished, the company itself has grown more successful and has attracted a new generation of leadership. Harlem Irving Companies continues to reflect the spirit of innovation, excellence and efficiency that helped it start strong and grow stronger.

A privately held company, Harlem Irving Companies has expanded its reach throughout Chicago and the Midwest. Today it is a dynamic organization that continues to distinguish itself as a leading developer of shopping centers as well as a wide variety of properties, including public use facilities, retail and commercial developments, and multi-unit residential and institutional real estate. Whether a joint venture project or one of its own, Harlem Irving Companies brings a level of experience, vision and tested expertise that has made it one of the most respected names in the industry.

A History of Community Involvement

From the very beginning, Harlem Irving Companies has made community service a priority. Nothing reflects this philosophy better than the established record of civic involvement of its flagship property, Harlem Irving Plaza. Through the years, The HIP has been honored for its community outreach programs, from street and fire safety for children to holiday charity giving, summer programs for local high school freshmen and more.

The success of Harlem Irving Companies is the result of its commitment to uncompromising excellence in every project undertaken and its dedication to quality in every working relationship from investor to tenant to consumer.



Harlem Irving Companies (also known as “HIC”) is a dynamic organization celebrating over 60 years of success. Our thriving establishment continues to distinguish itself as a leading developer of award-winning retail, residential and mixed-use properties in Chicagoland and beyond. The projects showcased here reflect our company’s unwavering commitment to excellence, and to the strong associations forged throughout these notable years with remarkable retailers and industry partners.

SHOPPING CENTERS/RETAIL



DEERFIELD DEPOT - 655 Lake Cook Rd., Deerfield, IL 60015

Situated at the southeast corner of Lake Cook and Deer Lake Roads, this 130,813 sf center is anchored by Home Depot and its Garden Center. It features an onsite Metra commuter train station, 745 parking spaces, and three pad sites with frontage on Lake Cook Road and visibility from I-94. The center serves an affluent market with more than 170,000 residents in a 5-mile radius with an average household income of \$167,000.



DUNNING SQUARE - 6500 West Irving Park Rd., Chicago, IL 60634

Dunning Square is anchored by Jewel-Osco and T.J. Maxx, with approximately 25 regional, local and national retailers and 542 parking spaces. Adjacent to several busy office parks, as well as Chicago’s Wright College, Dunning Square draws a steady flow of local and visiting traffic. This 128,000 sf retail center is situated at the intersection of Irving Park Road and Narragansett Avenue on Chicago’s Northwest side and serves an extremely dense population of 830,000 residents.



HARLEM IRVING PLAZA - 4104 North Harlem Ave., Norridge, IL 60706

Established in 1956, Harlem Irving Plaza (“The HIP”) has been expanded and enhanced with over 725,000 sf of bustling retail space. The HIP is home to over 140 successful national, regional and local retailers. Located adjacent to the City of Chicago, The HIP is minutes from O’Hare International Airport, and a few miles from Chicago’s busy Kennedy Expressway. The HIP is encompassed by over 1.3 million residents within 7 miles, and boasts over \$550 average sales per square foot.



HICKORY CREEK MARKETPLACE - 20101 South La Grange Rd., Frankfort, IL 60423

Located at the northeast corner of U.S. Highway Route 45 and St. Francis Road, Hickory Creek Marketplace is anchored by Home Depot with more than 170,000 sf of retail and restaurant space. Frankfort, a premier community in Will County, caters to more than 120,000 residents with household incomes in excess of \$110,000.



HUBBARD'S CAVE - 370 North Desplaines St., Chicago, IL 60661

Located at the corner of Kinzie Avenue and Desplaines Street in Chicago, Hubbard’s Cave features a free standing 65,000 sf Jewel-Osco store situated on a 2.63 acre parcel that includes a 150 car elevated parking structure. This architectural masterpiece of an urban project is located within walking distance of downtown Chicago.



NORRIDGE MARKETPLACE - 4515 North Harlem Ave., Norridge, IL 60706

Norridge Marketplace is located 2 blocks north of Harlem Irving Plaza with traffic exceeding 32,000 VPD. Adjacent to numerous national retailers, this theater anchored redevelopment on Harlem Avenue serves a dense population of more than 660,000 residents within a five mile radius. The center features a new state of the art AMC Theatre offering luxurious recliner seating, as well as Discovery Clothing and a Chick-Fil-A which is slated to open in the upcoming months.



NORTH OF HIP - 4250 North Harlem Ave., Norridge, IL 60706

North of HIP is an expansion that was developed in 2013 and is located adjacent to Harlem Irving Plaza (“The HIP”), an enclosed shopping center with over 725,000 sq. ft. of bustling retail space. North of HIP features 4.3 acres of popular retail, eateries, and services with its newest addition being the fabulous Nordstrom Rack, which opened in October 2017. The open air center sits in one of the most densely populated neighborhoods in all of Chicagoland, with an average household income of \$89,000 within the 5 mile trade area.



NORTH & NINTH - 800 West North Ave., Melrose Park, IL 60160

Located at a prime intersection in Melrose Park, Illinois on North Avenue, the North & Ninth shopping center is home to Target, Jewel-Osco, Home Run Inn Pizza, Boston Market & White Castle. Centrally located to the Chicago-metro area, the outdoor shopping center is situated in a high traffic, easily accessible thoroughfare.



NORTHLAKE COMMONS - 37 West North Ave., Northlake, IL 60164

This Home Depot-anchored power center is located on a 24.6 acre site centrally located in the Chicago-metro area. It boasts 254,529 sf of retail and over 1,300 parking spaces. The site is adjacent to both a residential and business/industrial market area, serving a population base of 320,000. It is easily accessible from the North Avenue exit of the I-290 and I-294 expressways.



PATRIOT MARKETPLACE - 2850 Patriot Blvd., Glenview, IL 60026

Patriot Marketplace is located in the affluent community of Glenview, Illinois, which boasts an average income of over \$145,000. This 252,418 sf center is anchored by Home Depot and Costco, with 1,139 parking spaces. Located off Willow Road and Lehigh, Patriot Marketplace integrates commercial development with an aesthetic, community-focused environment.



QUARRY PLAZA - 12000 South Cicero Ave., Alsip, IL 60803

Located on a 23-acre parcel, the 228,000 sf retail center is anchored by Home Depot and LA Fitness, featuring approximately 1,195 parking spaces. Located in Alsip, Illinois, a developed suburb just south of Chicago. Quarry Plaza is less than 1 mile north of the I-294 exchange, allowing for easy access to and from downtown Chicago. There are over 11,000 businesses with more than 100,000 employees within five miles of the center, and a general population base of almost 350,000.



SUTTON PARK - 1001 South Sutton Rd., Streamwood, IL 60107

Located in Streamwood, Illinois, Sutton Park is situated at the southeast corner of Irving Park Road and Route 59. The state-of-the-art power center features approximately 260,000 sf of retail space and is anchored by a 174,000 sf Super Target and a Marshalls. Sutton Park has a vibrant mix of retail, dining and banking. The site also includes Panera Bread, Famous Footwear, Chase Bank, Chili's, Discovery Clothing and 12,000 sf of small retail shops. Sutton Park draws from a 5-mile trade area with a population of over 222,000 and an average household income of over \$99,400.



THE PLAZA AT GRAND PRAIRIE - 5026 West Holiday Dr., Peoria, IL 61615

This interstate-oriented retail power center contains 242,912 sf anchored by The Great Escape, with a freestanding Pier 1 Imports. It is also bordered by the Route 6/I-474 interchange and US Route 150. Peoria is the Global and National Headquarters for Caterpillar, Inc. There are more than 130,000 people living within a 10-minute drive of the center. Join retailers such as Pier 1 and Home Depot in the Peoria Community.



THE SHOPS AT EMERALD - 123 South Green St., Chicago, IL 60607

Located in Chicago's chic residential corridor, The Shops at Emerald sit in the heart of Greek town's "Restaurant Row." The site is conveniently located directly across from Emerald, an innovative, green-friendly residential condominium with 212 units adjacent to the bustling financial district, downtown offices, The University of Illinois at Chicago campus, great shopping and restaurants. In the heart of the area named "The New Loop", The Shops at Emerald's centralized location provides direct access from both I-90 and 290, as well as the Blue, Pink, and Green CTA lines and several CTA bus stops. Popular retailers include Starbucks, Square Root Kitchen, Fifth Third Bank and is located steps away from Mariano's and Walgreens.



TWIN PONDS MARKETPLACE - 4447 Route 14, Crystal Lake, IL 60014

Located in Crystal Lake, Illinois, Twin Ponds Marketplace meets the challenge of integrating the convenience of a retail power center with the character and warmth of the surrounding community. With nearly 240,000 sf of space, Twin Ponds serves as the storefront for many successful national and regional retailers, including Home Depot, PetSmart, OfficeMax and Pep Boys. The unique location offers a growing trade area population of over 125,000 within a 5-mile radius. Situated at the busy intersection of US Route 14 and State Route 31, Twin Ponds is both highly visible and easily accessible.



WASHINGTON SQUARE - 4849 West North Ave., Chicago, IL 60639

Washington Square is a success story of community redevelopment, marking a major turning point in the west-side of Chicago's economic growth. The prominent grocery-anchored center is situated at the intersection of North Avenue and Cicero and caters to more than 472,000 residents. The center features Food 4 Less, Ross, America's Kids and many more.



WILLOWBROOK TOWN CENTER - 7175 South Kingery Hwy., Willowbrook, IL 60527

Willowbrook Town Center serves a growing population of over 290,000 residents within a three-mile radius, and an additional population of 33,000 employees with over 3,000 businesses. Situated on a 24-acre parcel at the intersection of Plainfield Road and Illinois Route 83, Willowbrook Town Center is a dynamic center featuring nearly 200,000 sf of retail stores, restaurants and banks. Willowbrook Town Center features popular retailers such as Bed Bath & Beyond, Marshall's, Michaels, Portillo's, Buffalo Wild Wings, Staples, Panera Bread, Starbucks, Skechers and more.

RESIDENTIAL/MIXED USE



10 N MAIN - 10 North Main St., Mount Prospect, Illinois 60056

10 North Main will offer a five story luxury apartment building in the burgeoning downtown stretch of Mt Prospect. Convenient parking will be offered at the ground level, as well as on four additional levels above. The fifth floor of this beautifully designed building will also feature a boutique amenity space, complete with rooftop access!



240 HENNEPIN AVE - 240 Hennepin Ave., Minneapolis, MN 55440

Situated on the north end of the vibrant Hennepin Avenue downtown corridor of Minneapolis, 240 Hennepin Ave is a proposed 22 story building consisting of 341 luxurious apartments on the upper floors, and the first floor will be comprised of retail space. The tower design is meant to be an accumulation and gateway of the downtown core, Warehouse District and the St. Anthony Falls Historic District. The glassy east side facade will match downtown skyscrapers, and the west side facade will look more similar to traditional brick warehouse buildings.



4TH STREET LOFTS - 2827 4th St. SE, Minneapolis, MN 55414

The 4th Street Lofts project site is across the street from the Prospect Park LRT station and has convenient access to bus routes and bike lanes in the area. The project will include 163 market-rate micro apartment units, and an abundance of resident amenities including a lobby/leasing center and Wi-Fi coffee lounge, fitness center, study lounges on each floor, outdoor courtyard with grilling stations, and sky deck located on the 6th level with views of the surrounding area and downtown Minneapolis.



8 E HURON - 8 East Huron St., Chicago, IL 60611

8 East Huron is the best-in class luxury property providing first class amenities and an unparalleled location in Chicago's Gold Coast neighborhood. The design provides an environment that is contemporary and exciting, while also evoking quality and warmth. Located at the northeast corner of State and Huron, the building contains 102 luxury apartments, 31 parking spaces and approximately 2,500 sf of retail space. Amenities include a rooftop deck, pool, residential lounge area, and a fitness center with a yoga area.



811 UPTOWN - 811 West Agate Ave., Chicago, IL 60640

This unique site, located in Chicago's Uptown neighborhood, boasts the finest amenities found in any rental building in Chicago, and, is the only new building featuring unobstructed views of the Lake and the City. Direct access to Lake Shore Drive means 811 Uptown residents can travel to Chicago's Loop in about 15 minutes via CTA buses or car. A few steps away is popular Montrose Beach and parks where residents can spend free time strolling, jogging or biking. 811 Uptown's fourth level deck offers a private acre and a half of outdoor space including a full size pool, BBQ area, and a wash and run dog area. Other spectacular amenities include a game room, demonstration kitchen and a state-of-the-art fitness room.



ENCLAVE BUCKTOWN - 2501 West Homer St., Chicago, IL 60647

Enclave Bucktown, just steps away from The 606 trail, is a collection of 49 fresh, modern row homes located in one of Chicago's most coveted neighborhoods. Enclave homes have spacious interiors featuring exquisite designer finishes, European-style cabinetry and high-end appliances. Enclave homes offer 3 or 4 bedrooms, all designed by award-winning architects and are Energy Star Certified®. With two-car garages, professionally landscaped yards and open roof decks providing space to entertain and unwind, it's true urban living at its best!



HALSTED FLATS - 3740 North Halsted St., Chicago, IL 60613

Located at the intersection of the Lakeview and Boystown neighborhoods in Chicago, Halsted Flats brings a new level of upscale apartment living to the city's north side. The 15-story building features 10,900 sf of retail space on the first floor, along with a heated pool and cabanas on the sundeck. Convenient parking is available for 276 cars on the basement, first, and second floors.



JACKSON THROOP PLACE - 1241 & 1245 West Jackson Blvd., Chicago, IL 60607

Jackson Throop Place is a newly constructed property located in the heart of the West Loop. These residences provide condo-quality finishes and outdoor spaces in every unit. This beautiful boutique building features an array of amenities including a heated garage parking, secured entry, and bicycle storage. The units are chic and modern with high ceilings, bamboo flooring, and, are dog and cat friendly.



MADISON & THROOP LOFTS - 1247 West Madison, Chicago, IL 60607

Located in the West Loop, one of Chicago's most attractive neighborhoods, 6,000 square feet of retail space is showcased in the epi-center of award-winning restaurants, boutiques, a burgeoning art gallery district and unique residential loft-style living. The retail site is conveniently located directly beneath 72 residential chic apartment units and offers direct access from both I-90 and I-290 as well as the Blue, Pink and Green CTA lines and several CTA bus stops.



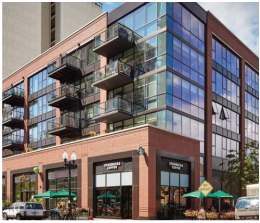
RAVENSWOOD & LAWRENCE - 1825 West Lawrence Ave., Chicago, IL 60640

Opening early 2020, Ravenswood & Lawrence is located at 1825 W Lawrence and will feature (two) four-story stylish brick facade buildings. The eastern building fronting Ravenswood will feature 59 luxury studio apartments, and the western building will be comprised of 107 opulent studios, 1-Bedroom, and 2-Bedroom units. This stunning new development offers transit-oriented renters a dream location, as it is just steps away from the Ravenswood Metra stop, and conveniently adjacent to a brand new Mariano's and LA Fitness.



THE ARDUS - 676 LaSalle Dr., Chicago, IL 60654

The ArduS, originally constructed in the mid-1920s and located at the southwest corner of LaSalle Drive and Huron Street, is in the heart of Chicago's vibrant and invigorating River North neighborhood. Today, The ArduS undergoes its second major revival, converting into an amenity-rich property with industrial features and a modern feel. The existing charming building has been transformed into 149 apartment units and 10,000 sf of revitalized retail space.



THE SCOTT RESIDENCES- 211 West Scott, Chicago, IL 60610

The Scott Residences is located at the corner of Scott and Wells in Chicago's historic and most affluent Old Town neighborhood. Situated between Lincoln Park and the Gold Coast, The Scott Residences is accessible to more than 43k cars daily. The six-story, 71 unit rental features 10,000 square feet of ground floor retail space and 72 parking spaces. The Scott Residences offers an excellent mix of studios, one-bedroom, two-bedroom, and three-bedroom apartments featuring boutique hotel-inspired amenities including a fitness center and elegant billiards lounge.

LEGACY



THE LINK - 2929 University Ave. SE, Minneapolis, MN 55414

Harlem Irving Companies has proudly developed several thriving properties over the past few decades which are aptly named "Legacy" Projects. The Link is a large, mixed use project that opened in April 2018. These luxurious apartments are anchored by a new 30,000 sf Fresh Thyme grocery store and 8,400 sf of additional retail/restaurant space. The Link redefines luxury living in the Twin Cities and includes incredible amenities including a rooftop hot tub and lounge, grilling stations, a fitness suite complete with yoga room and a business center. The Link is conveniently located in the bustling Prospect Park East River Road neighborhood, just five blocks east of the University of Minnesota. The Green light rail runs in front of the site on both University and 29th with the Prospect Park Station directly in front of The Link.



UNIVERSITY VILLAGE - 1434 South Halsted St., Chicago, IL 60607

University Village is HIC's premiere Legacy project. Adjacent to the University of Illinois, the legendary Maxwell Street and surrounding area on Chicago's Near West Side had become an area of urban decay. HIC, as part of the South Campus Development Team transformed this area into an award-winning urban, mixed-use redevelopment that honors the historical significance of Maxwell Street. Today, University Village extends over 58 impressive acres. University Village Marketplace provides 140,000 sq. ft. of specialty shops, restaurants, cafes and offices all within walking distance of over 900 exceptional urban residences.

HOTEL



HOLIDAY INN OCEANFRONT AT SURFSIDE BEACH - 1601 North Ocean Blvd., Surfside Beach, SC 29575

Holiday Inn Oceanfront at Surfside Beach is a newly renovated beachfront hotel that offers guests a perfect destination for family vacations, weddings, meetings, golf retreats, and more. Boasting exhilarating views of the Atlantic, a \$6 million-dollar renovation highlights the contemporary style and relaxed, casual atmosphere for which this beach city, and hotel, is known for. The location of this property is minutes from Myrtle Beach attractions and only six miles from Myrtle Beach Airport (MYR). The hotel features 133 re-imagined guest rooms, complete with new furniture, bedding, TVs, HVAC units as well as upgraded landscaping, a beautiful ocean-front pool deck, and lobby.

RICK FILLER – PRESIDENT AND CHIEF OPERATING OFFICER, HARLEM IRVING COMPANIES

As President and COO for Harlem Irving Companies, Inc., Richard “Rick” Filler oversees the entire development process. His responsibilities include land purchase, entitlements, negotiations of anchor tenant leases, financing and construction. Rick draws on a broad range of expertise to ensure each project’s success.

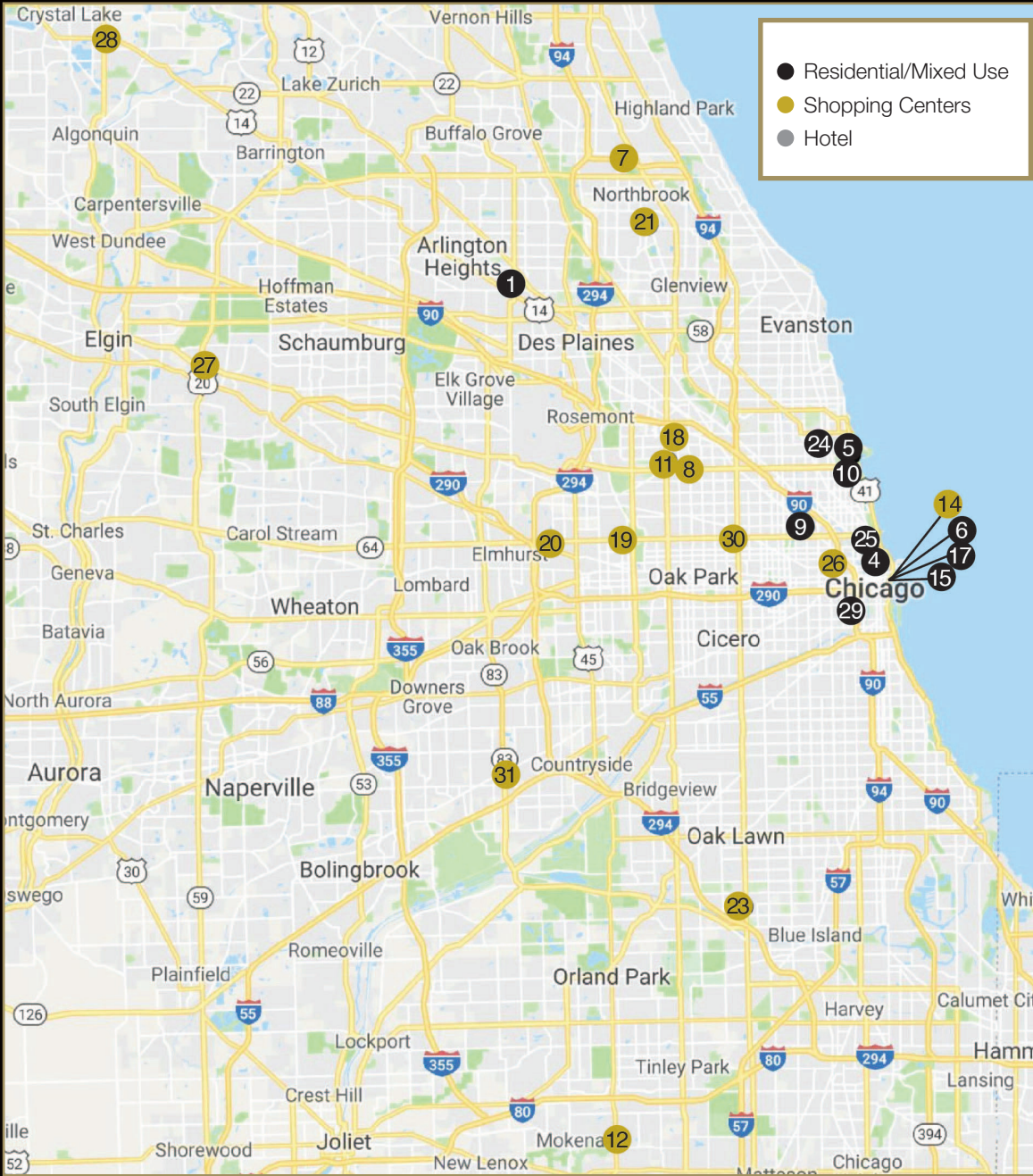
Rick’s solid real estate background came from his involvement in wide-ranging aspects of development, which includes office space, enclosed retail centers, strip shopping centers, and high-end residential developments.

Over the past 24 years at Harlem Irving, Rick has been instrumental in developing over 3 million square feet of retail space. His portfolio includes Northlake Commons, Twin Ponds Marketplace, Deerfield Depot, Washington Square, Willowbrook Town Center, The Emerald, as well as projects throughout the Midwest that include over 1,000 residential condominiums and for-sale houses. Additionally, his strong technical background in construction and management assisted him in securing more than \$200 million in public financing.

Rick spearheaded the development of 25 Home Depots and developed/leased more than 8 million square feet of retail, office and mixed-use space. He is currently involved in exciting projects in Minnesota that include over 850 multi-family residential units. A highly regarded leader and expert in the retail real estate industry, Rick is often invited to serve as a conference speaker on development.

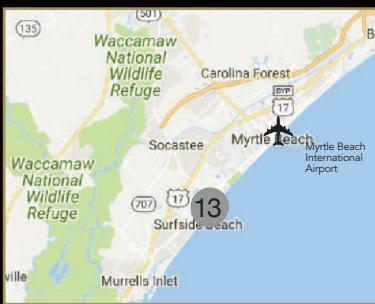
Rick holds a Bachelor of Science degree in Engineering from Montana State University – Bozeman and has affiliation with the International Council of Shopping Centers.

PORTFOLIO OVERVIEW MAP

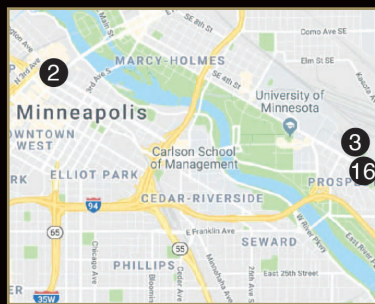


LEGEND

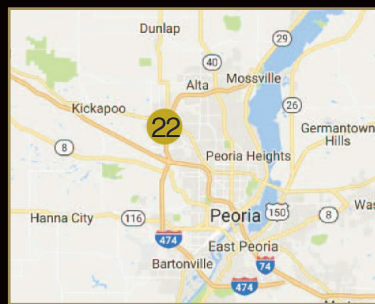
- 1 10 North Main
- 2 240 Hennepin
- 3 4th Street Lofts
- 4 8 East Huron
- 5 811 Uptown
- 6 The Ardue
- 7 Deerfield Depot
- 8 Dunning Square
- 9 Enclave Bucktown
- 10 Halsted Flats
- 11 Harlem Irving Plaza & North of Hip
- 12 Hickory Creek Marketplace
- 13 Holiday Inn Oceanfront at Surfside Beach
- 14 Hubbard's Cave
- 15 Jackson Throop Place
- 16 The Link
- 17 Madison Throop Lofts
- 18 Norridge Marketplace
- 19 North and Ninth
- 20 Northlake Commons
- 21 Patriot Marketplace
- 22 Plaza at Grand Prairie
- 23 Quarry Plaza
- 24 Ravenswood and Lawrence
- 25 The Scott Residences
- 26 The Shops at Emerald
- 27 Sutton Park
- 28 Twin Ponds Marketplace
- 29 University Village
- 30 Washington Square
- 31 Willowbrook Town Center



Holiday Inn Oceanfront
at Surfside Beach - Surfside, SC



The Link - Minneapolis, MN
240 Hennepin - Minneapolis, MN
4th Street Lofts - Minneapolis, MN



The Plaza at Grand Prairie -
Peoria, IL

Over 60 years of dedication to quality in every working relationship, from investor to tenant to consumer.

CONCEPT PLAN SITE INFORMATION:

Total Site Acreage **4.62 acres**

Total Residential Units: 97 Unit

Building One 46

27 One Bedroom 59%

19 Two Bedroom 41%

2,000 sq ft Amenity

Townhomes 51

Two and 3 Bedroom

typ. 21'w x 34'd

1 750 gross sq feet

Parking: **192 Spaces**

Building One (1.5 per unit) 68

Townhome (2.4 per unit) 124

Garage 102

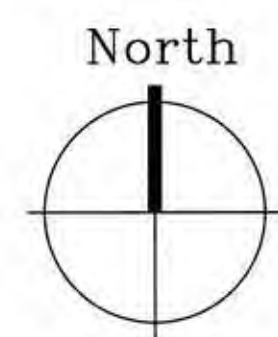
Guest 22

Overall Ratio 2.0:1

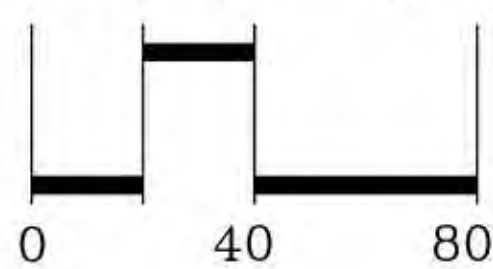


4 Story Apartment
46 units
2,000 sq ft amenity
68 surface spaces

3 Story Townhomes
51 units
1740 gsf
2 garage/unit
22 guest spaces



Scale: 1" = 40'



HAMILTON PARTNERS

Concept Plan
Crystal Lake & Main
Crystal Lake, Illinois





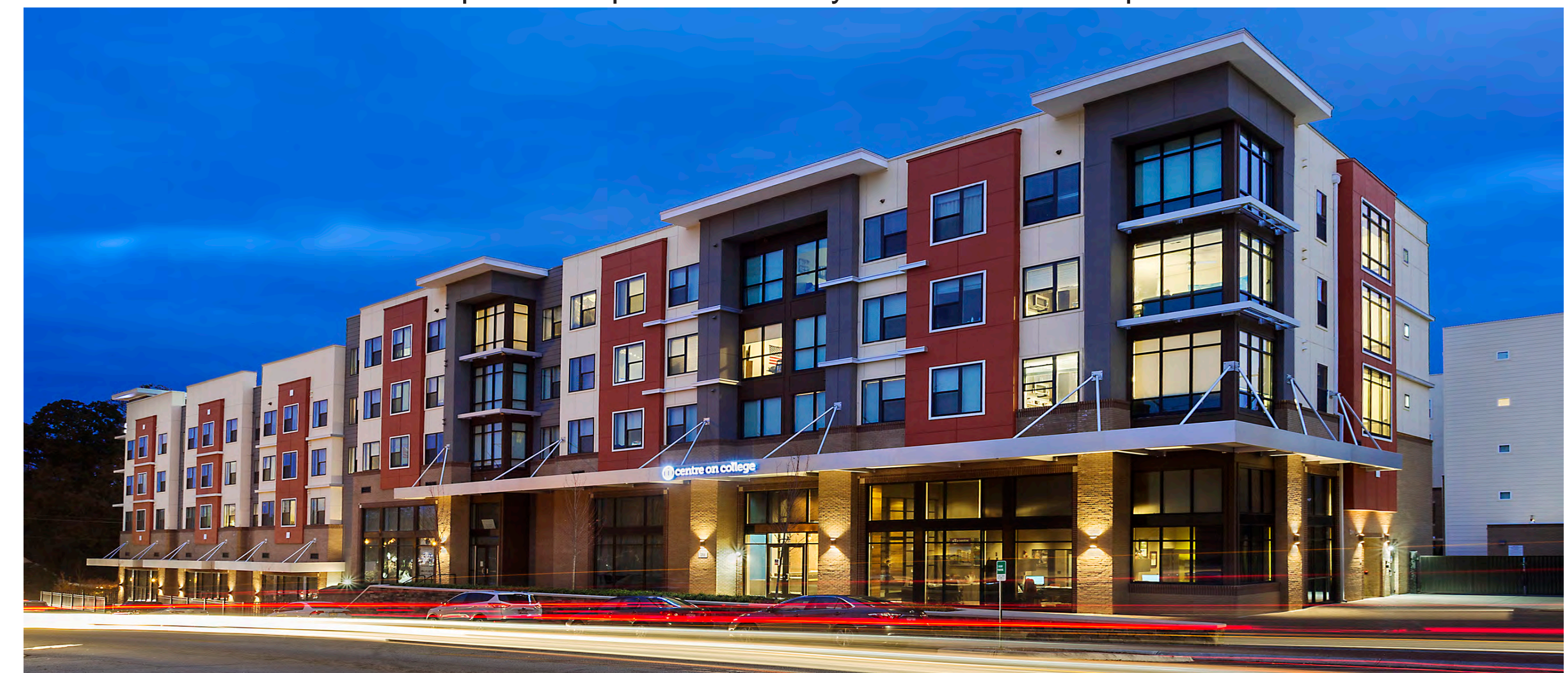
Varied Materials and textures with a multi-level brick base, an articulated cornice line frames vertical elements and enhances the building perimeter



Undulating traditional architectural stacked horizontal and vertical facade elements with a rhythm of a subtle blended palette of paired masonry and cementitious panels



Recessed facade private balconies, vertical wall panels accentuate the fenestration patterns with an accompanying accent of multiple masonry colors below a lightly colored top floor



Clean exterior perimeter massing utilizing various materials and colors, the canopy element at the main floor amenity space provides a distinct urban and pedestrian friendly corner



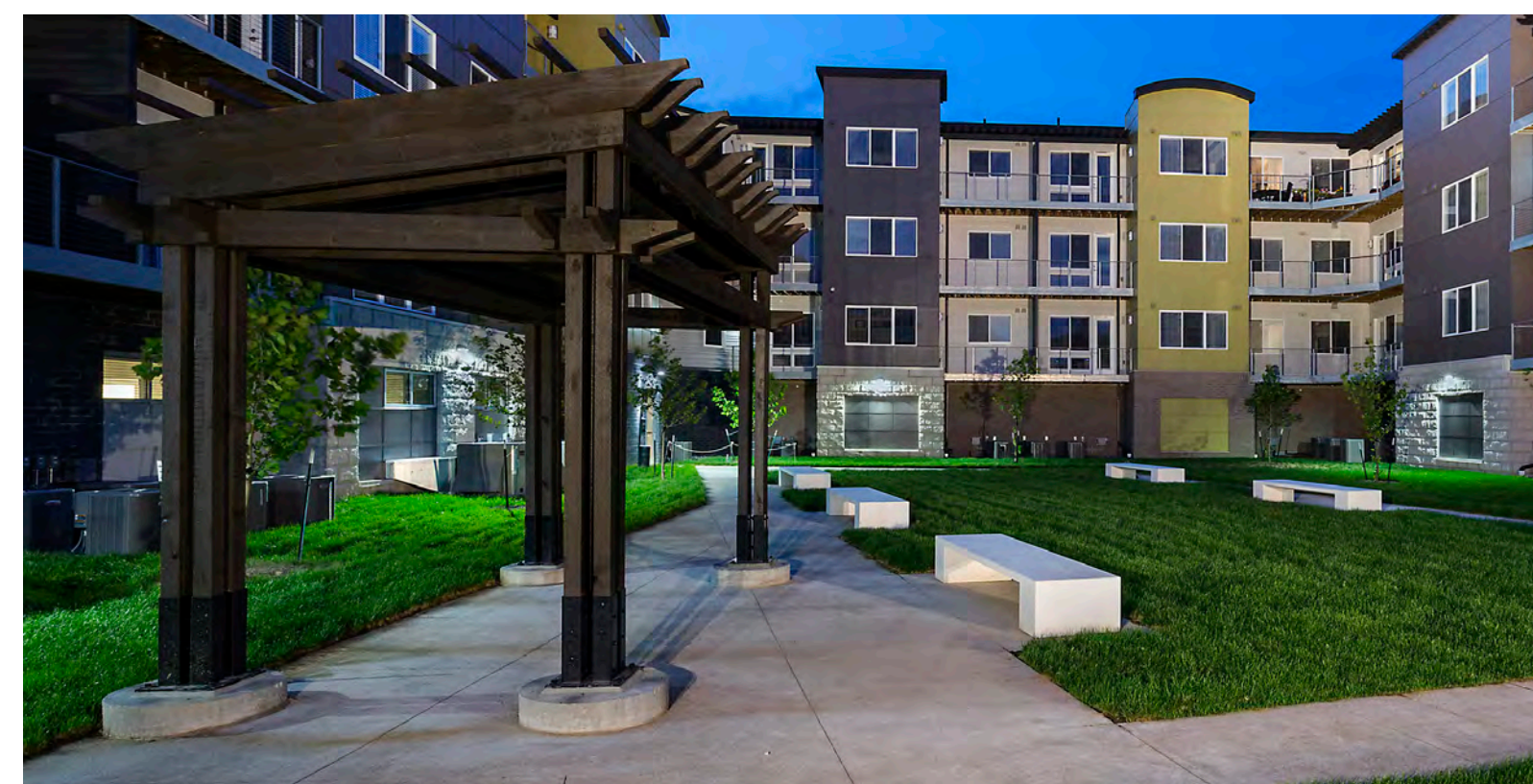
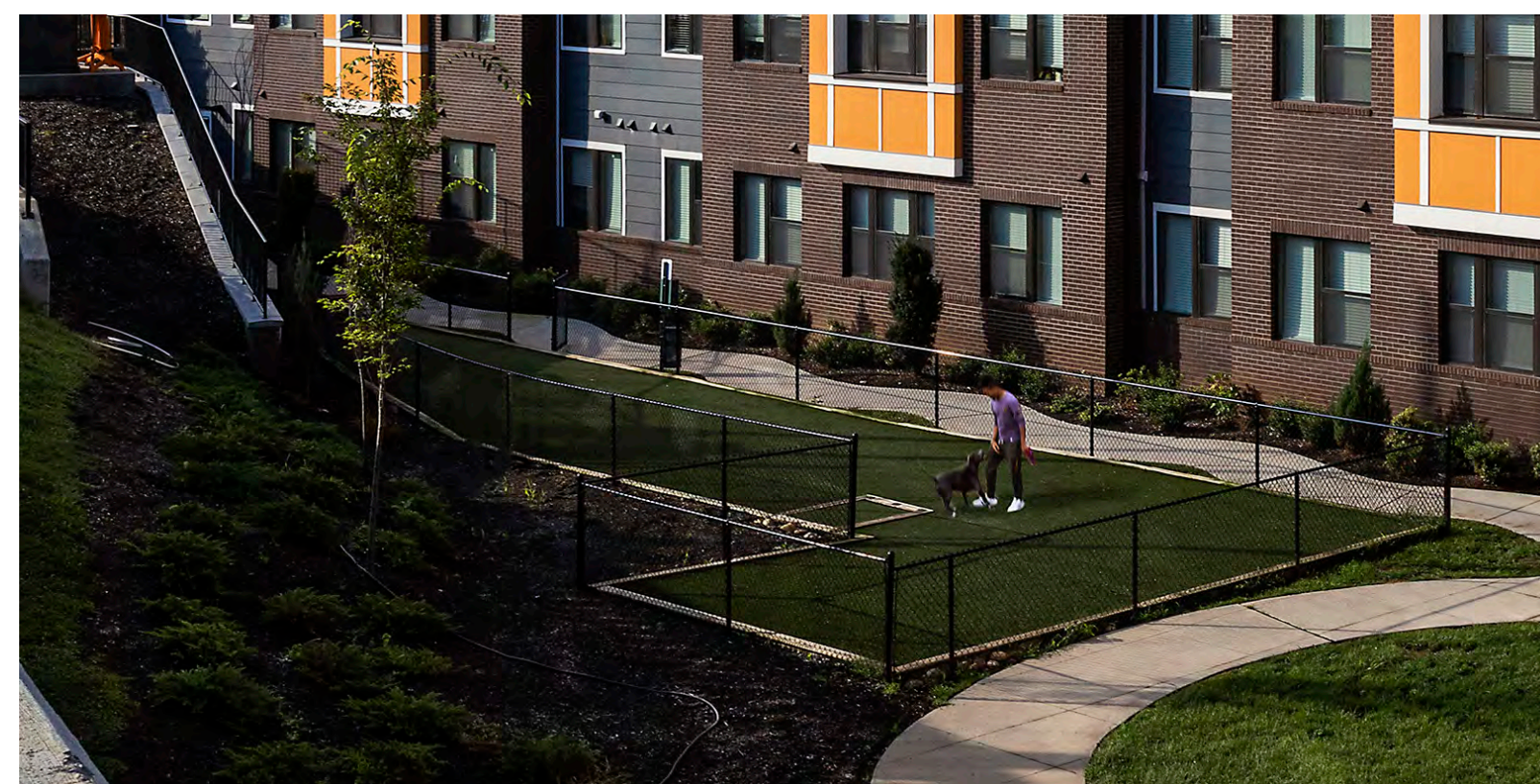
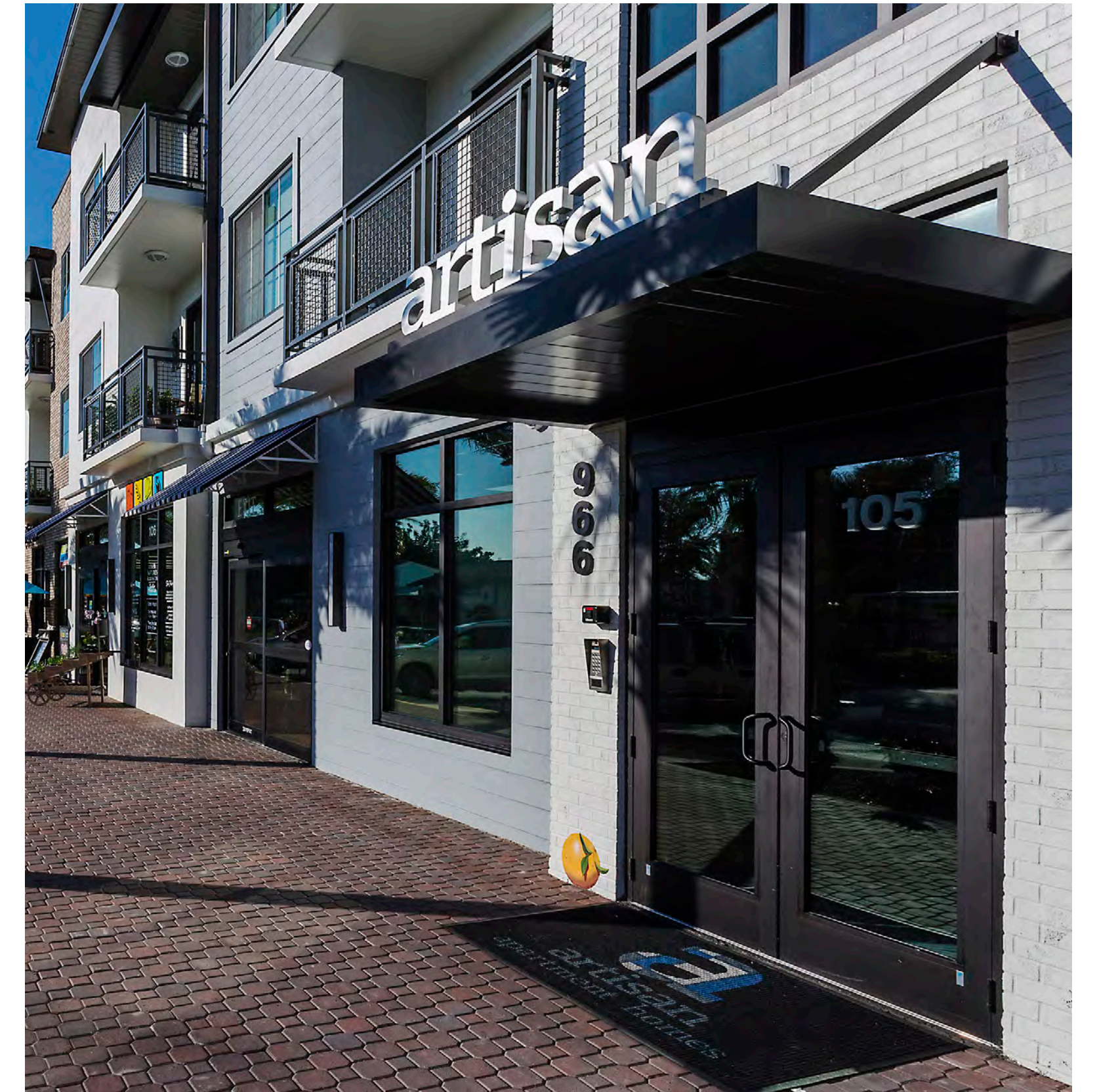
Contrasting bold exterior material textures and colors provide a unique transitional styling to a traditional industrial Chicago Warehouse facade, the main floor features full height glass throughout the amenity spaces as well as an adjacent exterior trellis feature provides a respite and transition from indoors to outdoor spaces



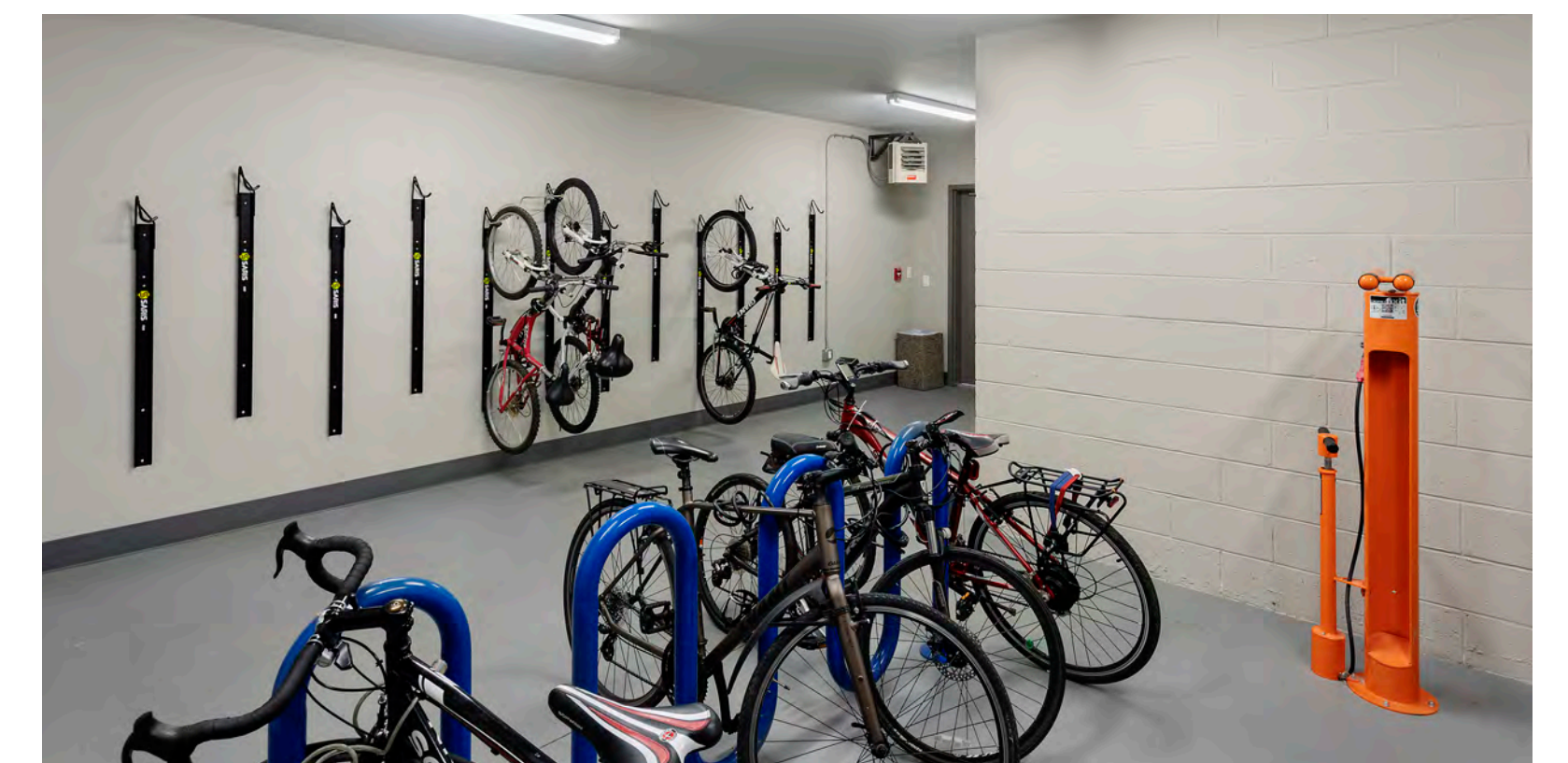
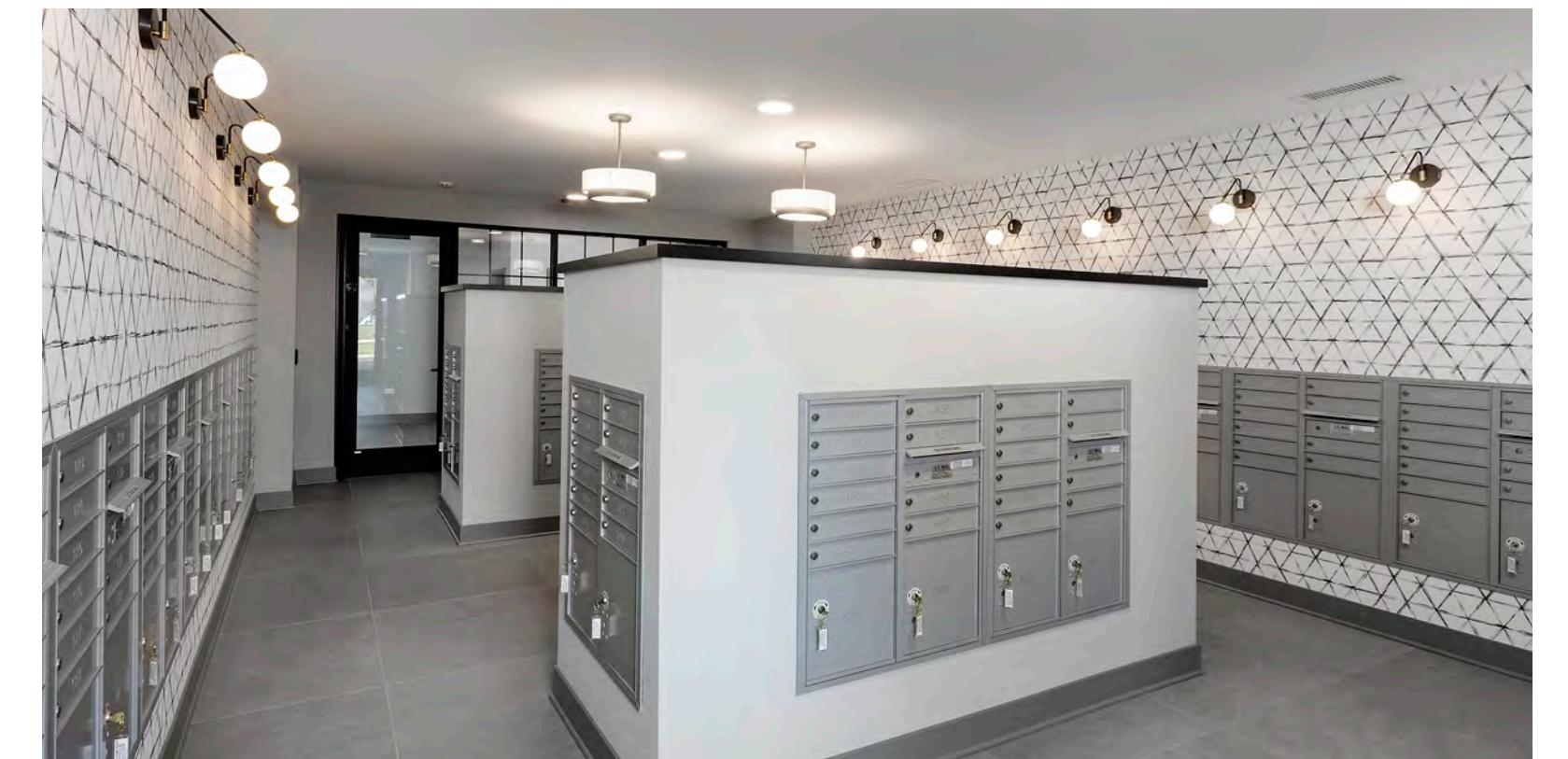
Example of green space courtyard between front elevations



Conceptual Townhome Exterior Architectural Character



Conceptual Outdoor Amenities and Features



Conceptual Indoor Amenities and Features



Agenda Item No: 17

**City Council
Agenda Supplement**

Meeting Date:

July 6, 2021

Item:

Termination of Contract and Bid Award - Clear Southern Rock Salt

Staff Recommendation:

1) Motion to adopt a Resolution terminating the clear southern rock salt contract with Compass Minerals America Inc.; and

2) Motion to award the contract for the purchase and delivery of clear southern rock salt to the next lowest responsive, responsible bidder, Midwest Salt, and to adopt a Resolution authorizing the City Manager to execute a contract with Midwest Salt for clear southern rock salt in the amount of \$105.00 per ton.

Staff Contact:

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

Background:

On November 3, 2020, City Council approved the contract for the purchase and delivery of clear southern rock salt to the lowest responsive bidder, Compass Minerals America Inc. Clear southern rock salt is used daily at the City's water treatment plants to meet Illinois Environmental Protection Agency (IEPA) drinking water standards through the water softening process. Compass Minerals had the previous contract and with a few exceptions, provided delivery of salt in compliance with the contract.

The following is a breakdown of the bids received in November 2020:

Bidder	Base Year 2021 (per ton)	Optional Year 2022 (per ton)
Compass Minerals America Inc. Overland Park, KS	\$104.95	No Bid
Midwest Salt West Chicago, IL	\$105.00	No Bid

Discussion:

Compass Minerals has held the City's contract in previous years. While there had been minor issues, Compass Minerals was able to remedy those deficiencies. However, under the current contract, the City has had numerous performance issues with Compass Minerals; specifically with the timely delivery of salt within the contract requirements. The contract requires salt delivery upon three days of request. Staff has spent numerous hours working with Compass Minerals to resolve issues, including providing more advanced notice for delivery, approving overtime for staff so Compass Minerals could complete deliveries after hours, and also working with another vendor to obtain salt when Compass Minerals could not deliver. To date, there have been over twenty (20) occurrences where the City has not received salt delivery within contract requirements (32% of deliveries to date). These delays have been from 1 to 3 days past the contract requirements. In two instances, the City had to purchase salt from another vendor to avoid shutting down water plant production.

Despite continued efforts by staff, delivery issues remain. Staff has addressed this issue with Compass Minerals on several occasions and this has not remedied the situation or improved performance. Compass Minerals has blamed the delays on lack of available contract trucking in the Chicago area market. Lack of timely delivery jeopardizes water plant operations.

Recommendation:

Compass Minerals has repeatedly failed to perform the specifications of the contract and remedy the situation. Therefore, staff recommends to terminate the current contract with Compass Minerals. To ensure adequate salt is being delivered to the City, staff also requests to enter into contract with the next lowest bidder from the November 3, 2020, bid opening, Midwest Salt (\$0.05 more per ton). Staff has contacted Midwest Salt and they are willing and able to complete the purchase and delivery of salt for the remainder of the contract period, which is through December 31, 2021. The City has worked with Midwest Salt previously and has had satisfactory performance. Midwest Salt owns and operates the delivery trucks used to provide salt.

Legal counsel has reviewed issues and agreed with the termination recommendation.

Votes Required to Pass:

Simple Majority.

DRAFT



RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE received and publicly opened bids for Clear Southern Rock Salt on October 22, 2020; and

WHEREAS the lowest responsive and responsible bidder was Compass Minerals America Inc., Overland Park, Kansas and was awarded the contract; and

WHEREAS Compass Minerals America Inc., Overland Park, Kansas has failed to meet the contract requirements; and

WHEREAS next lowest responsive and responsible bidder is Midwest Salt, West Chicago, IL.

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 RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that contract for Clear Southern Rock Salt between the City and Compass Minerals America Inc. is hereby terminated; and

BE IT FURTHER RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and the next lowest responsive and responsible bidder, Midwest Salt for Clear Southern Rock Salt in the amount of \$105.00 per ton.

DATED this 6th day of July, 2021.

DRAFT

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

Nick Kachiroubas, CITY CLERK

PASSED: July 6, 2021
APPROVED: July 6, 2021



Agenda Item No: 18

**City Council
Agenda Supplement**

Meeting Date: July 6, 2021

Item: Well Number 7 Maintenance and Rehabilitation Contract Bid Award

Staff Recommendation: Motion to award the contract for maintenance and rehabilitation work on Well Number 7 to the lowest responsive, responsible bidder, Municipal Well & Pump, and adopt a Resolution authorizing the City Manager to execute a contract with Municipal Well & Pump in the submitted bid amounts with a 10% contingency for unforeseen expenses and approve warranted completion date extensions.

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

Background:

On June 9, 2021, the City of Crystal Lake publicly opened and read aloud the bids received to perform maintenance and rehabilitation work to City Well Number 7 located at 365 Poplar Street.

The following table includes base bid pricing for the Well Number 7 project:

Bidder	Total Base Bid	Total Alternate Bid*	Total Bid
√ Municipal Well & Pump Waupun, WI	\$287,082.00	\$35,434.00	\$322,516.00
Great Lakes Water Resources Joliet, IL	\$338,120.00	\$45,300.00	\$383,420.00

√ Indicates the lowest responsive and responsible bidder

*Staff recommends purchasing alternate service of motor and pump rebuild items as well

Project Need:

The City's system of deep and shallow wells pumps water 24/7, 365 days a year. All of the wells in Crystal Lake obtain their source water from geologic layers consisting of sand and gravel (shallow wells) or glacial sandstone (deep wells). The fine sand present in both of these deposits damages the pumping equipment over time, which results in the need to rehabilitate or replace components. Sand in our source water is a continual operating challenge for the City that is managed daily by staff. Public Works staff monitors well performance throughout the year and each year contracts out well rehabilitation work based on a review of well operations and production.

Well Number 7 pumps water from a deep glacial sandstone formation. It is one of four deep wells that is relied upon to produce large volumes of water. Well Number 7 was last rehabilitated in 2011 and has pumped over 1.7 billion gallons since then. This rehabilitation work will ensure the well operating properly in the future.

This project will include installation of a new pump and motor. The existing pump and motor will be rebuilt to keep as spare equipment. The spare equipment will reduce downtime should unexpected repairs be needed at this well in the future.

The exact type and extent of work required will be determined after the well has been pulled. The bid pricing includes unit costs for the following work items.

- pulling existing pumping equipment from well;
- performing a complete inspection of all existing pumping components;
- TV survey of existing well;
- rehabilitating the well as required (this includes bailing of sand/debris from the bottom of the well);
- providing pumping equipment repairs if warranted;
- installing all pumping equipment;
- providing and installing temporary discharge line for pump testing/start up; and
- testing of installed pump and motor

Recommendation:

The Public Works Department has reviewed all bids received for completeness and accuracy in accordance with the invitation to bid document. Municipal Well & Pump has submitted the lowest responsive and responsible bid per the specifications stated in the bid document and based on a typical scenario and anticipated repairs needed. The Public Works Department staff has worked with Municipal Well & Pump and received satisfactory results. Therefore, it is the recommendation of staff to award the contract to the lowest responsive, responsible bidder, Municipal Well & Pump to perform the work on Well Number 7, in accordance with the terms and conditions of the bid document.

There are FY2021/2022 budget funds available for this project.

Votes Required to Pass:

Simple Majority

DRAFT



RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE has identified the need to rehabilitate Well Number 7 to ensure an adequate supply of potable water to the public; and

WHEREAS the CITY received and publicly opened bids for the rehabilitation of Well Number 7 on June 9, 2021; and

WHEREAS the lowest responsive and responsible bidder is Municipal Well & Pump, Waupun WI.

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

BE IT FURTHER RESOLVED the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Municipal Well & Pump for the Well Number 7 Maintenance & Rehabilitation in the amount of \$322,516.00; and

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

DRAFT

DATED this 6th day of July, 2021.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

Nick Kachiroubas, CITY CLERK

PASSED: July 6, 2021
APPROVED: July 6, 2021



Agenda Item No: 19

**City Council
Agenda Supplement**

Meeting Date:

July 6, 2021

Item:

Proposal Award: Document Scanning Services

Staff Recommendation:

Motion to adopt a Resolution authorizing the City Manager to execute a three-year agreement, with two optional one-year extensions, with Microsystems, Inc. for document scanning services, in the submitted per page pricing amounts, not to exceed the annual budget appropriation for scanning services.

Staff Contact:

Nick Hammonds, Assistant to the City Manager

Background:

In 2013, the City purchased a paperless document management system called Optiview to catalog and electronically save the City's documents. Documents are organized in Optiview according to each Department's filing needs, and there is no limit to the amount of data that can be stored in the system. The City determined that entering into an agreement with a scanning contractor will improve efficiency by reducing staff time spent on scanning files and moving the City more quickly towards a fully paperless system.

Consultant Selection Process:

On June 3, 2021, the City opened and read aloud proposals received for document scanning services. The City requested pricing for scanning per page, preparatory work, document shredding, hourly rates, and any additional costs associated with document scanning services. The City's backlog of documents includes an estimated 3,000,000 un-scanned pages. Staff anticipates that document scanning services will be needed for numerous years to catalog and backscan the City's records.

The City posted a Request for Proposals (RFP) on the City's procurement platform (BidSync) and the City's standard advertising practices were followed. The proposals were reviewed based on the vendor's qualifications and the proposed cost. The qualifications criteria considered during the review were:

- Firm experience and qualification of the individual who will be assigned to the project
- Scope of Services
- Relevant Project Examples
- References

The City received six proposals summarized below.

Cost Evaluation:

To ensure an accurate and balanced cost evaluation was used for each vendor, staff calculated the proposal costs using the scope of services provided in 2019, which is the most recent year that a contractor was used to perform scanning services. Taking into account the scanning fees per page and additional costs for services, Microsystems, Inc. provided the lowest proposal. The City previously contracted with Microsystems, Inc. in 2018 and 2019 for document scanning services and the City was satisfied with the contractor’s performance.

	8.5x11 B&W Cost Per Page	8.5x11 Color Cost Per Page	11x17 B&W Cost Per Page	11x17 Color Cost Per Page	18x24 and Larger B&W	18x24 and Larger Color	Total Per Page Costs (2019 Data)	Additional Costs (2019 Data)	Total Cost Based on 2019 Data
Microsystems√	\$0.07 \$10,624.88	\$0.20 \$825.00	\$0.07 \$566.02	\$0.20 \$50.00	\$0.75 \$6,064.50	\$0.90 \$225.00	\$2.190 \$18,355.40	\$232.80	\$18,588.20
Global Solutions	\$0.046 \$6,982.06	\$0.051 \$210.38	\$0.051 \$412.39	\$0.055 \$13.75	\$0.750 \$6,064.50	\$0.950 \$237.50	\$1.903 \$13,920.58	\$5,050.00	\$18,970.58
MEI Mail	\$0.0511 \$7,756.16	\$0.0535 \$220.69	\$0.0511 \$413.19	\$0.0535 \$13.38	\$1.3132 \$10,618.54	\$1.3152 \$328.80	\$2.838 \$19,350.75	\$0.00	\$19,350.75
Accurate Data	\$0.05 \$7,589.20	\$0.05 \$206.25	\$0.05 \$404.30	\$0.05 \$12.50	\$0.95 \$7,681.70	\$0.95 \$237.50	\$2.100 \$16,131.45	\$9,665.00	\$25,796.45
Bradford Digital	\$0.08 \$12,142.72	\$0.08 \$330.00	\$0.08 \$646.88	\$0.08 \$20.00	\$1.50 \$12,129.00	\$1.50 \$375.00	\$3.320 \$25,643.60	\$9,457.50	\$35,101.10
Toshiba	\$0.0842 \$12,780.21	\$0.0947 \$390.64	\$1.1700 \$9,460.62	\$1.1700 \$292.50	\$1.1700 \$9,460.62	\$1.1700 \$292.50	\$4.859 \$32,677.09	\$3,043.92	\$35,721.01

√ Indicates the lowest responsive and responsible proposer.

The following table represents the vendors that charge for additional services. Microsystems, Inc. charges only for document shredding. MEI Mail provided all-inclusive scanning with no additional costs. Microsystems, Inc. does not charge additional fees for preparation, pickup and delivery, or an hourly rate for services.

	Microsystems	Global Solutions	MEI Mail	Accurate Data	Toshiba	Bradford Digital
Preparation Cost				√		
Document Shredding	√	√		√	√	√
Pickup/Delivery Fee		√		√	√	√
Hourly Rate				√		√
Additional Related Costs		√			√	

Recommendation:

Of the six proposals received, Microsystems, Inc. was deemed to be both qualified and provided the lowest overall cost. Based on the proposals received and the experience and qualifications noted, it is the recommendation of staff to select Microsystems, Inc. to perform document scanning services for the City. Microsystems, Inc. provided the lowest overall cost for the work and has performed document scanning services for the City in the past. City staff plans to expend the Fiscal Year 2021/2022 document scanning budget of \$45,000. Microsystems has experience working with public entities and handling sensitive documents, including with Arlington Heights, Mount Prospect, and Schaumburg.

Votes Required to Pass:

Simple majority vote of the City Council.

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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 three-year agreement, with two optional one-year extensions, between Microsystems, Inc. and the City of Crystal Lake for document scanning services, in the submitted per page pricing amounts, not to exceed the annual budget appropriation for scanning services.

DATED this 6th day of July, 2021.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

Nick Kachiroubas, CITY CLERK

PASSED: July 6, 2021

APPROVED: July 6, 2021



Agenda Item No: 20

**City Council
Agenda Supplement**

Meeting Date:

July 6, 2021

Item:

Bid Award – Police Directed Towing Services

Staff Recommendation:

Motion to award the bid for the police directed towing services contract to the lowest responsive, responsible bidders: Herrick Auto Rebuilders, Inc.; Ormsby Motors, Inc.; and Whitey's Towing, Inc., and adopt a Resolution authorizing the City Manager to execute two-year agreements for police directed towing services with Herrick Auto Rebuilders, Inc.; Ormsby Motors, Inc.; and Whitey's Towing Inc. in the bid amount.

Staff Contact:

James Black, Chief of Police

Background:

In 2015, the City initiated a competitive bidding process for Police Directed Towing Services. During subsequent contract years (2017 and 2019), only responsive and responsible bidders were awarded the bid and were contracted to perform police directed towing services for two years. The current contracts with the three towing agencies are set to expire on July 31, 2021. The City reinitiated the bidding process and on April 15, 2021, a set of bidding documents, including comprehensive specifications and a model towing services contract developed by staff, was issued to potential bidders on the City's BidSync program. Additionally, the City advertised the available bid in the Northwest Herald. Thirteen parties viewed the bid; however, only four offered a proposal.

On Tuesday, June 1, 2021, the City publicly opened and read aloud four bids received for police directed towing services. The four bidders were First Class Towing and Recovery, Herrick Auto Rebuilders, Inc., Ormsby Motors, Inc., and Whitey's Towing, Inc. Three of these towing firms represent those whom are currently under contract. Only First Class Towing and Recovery is not currently contracted with the City.

The bid process resulted in the three bidders submitting the required documentation. However, the fourth bidder, First Class Towing and Recovery, failed to provide the necessary information as outlined within the bidding documents. Therefore only three bidders were examined. Each of the

remaining bidders provided different rates for different services, as described below. Staff thus decided that the most equitable method for evaluating the bids was to determine the lowest bid for each service and to award contracts to all of the three bidders that would be agreeable to providing each service at the lower bid amount. Staff identified the lowest bids and then met with each bidder to review the results and discuss any issues discovered during the bid process. The following chart sets out the key bid result details:

Service	Ormsby	Whiteys	Herrick	Lowest Bid	2019 Price
BHs Tow TC, Arrest, Impound >12,000lbs	\$195.00	\$195.00	\$195.00	\$195.00	\$175.00
AHs Tow TC, Arrest, Impound >12,000lbs	\$195.00	\$195.00	\$195.00	\$195.00	\$175.00
BHs Tow Disabled >12,000lbs	\$75.00	\$90.00	\$75.00	\$75.00	\$75.00
AHs Tow Disabled >12,000lbs	\$90.00	\$125.00	\$90.00	\$90.00	\$90.00
BHs Tow TC, Arrest, Impound <12,000lbs	\$180.00	\$250.00	\$180.00	\$180.00	\$180.00
AHs Tow TC, Arrest, Impound <12,000lbs	\$200.00	\$250.00	\$200.00	\$200.00	\$200.00
BHs Tow Disabled <12,000lbs	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
AHs Tow Disabled <12,000lbs	\$170.00	\$170.00	\$170.00	\$170.00	\$170.00
All Out of Town Not to Exceed per mile	\$4.00	\$4.00	\$4.00	\$4.00	-
BHs Service Call no tow	\$55.00	\$75.00	\$75.00	\$55.00	\$55.00
AHs Service Call no tow	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
BHs Recovery Fee >26,000lbs	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00
AHs Recovery Fee >26,000lbs	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
BHs Under-Reach per hour	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00
AHs Under-Reach per hour	\$350.00	\$350.00	\$375.00	\$350.00	\$350.00
Cage Brakes/Drive Shaft Additional Charges	-	-	-	-	-
Special Handling Fees per hour	\$95.00	\$100.00	\$95.00	\$95.00	\$95.00
Debris Clean-Up per Vehicle	\$50.00	\$50.00	\$50.00	\$50.00	\$40.00
Police Vehicle Tows	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00
Standby Time per hour	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
Outside City Retrieval per hour	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
Outside City Retrieval per mile	\$4.00	\$4.00	\$4.00	\$4.00	\$3.50
Oil Clean-Up	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Outside Storage >12,000lbs	\$55.00	\$45.00	\$50.00	\$45.00	\$45.00
Inside Storage >12,000lbs	\$60.00	\$55.00	\$60.00	\$55.00	\$55.00
Outside Storage <12,000lbs	\$55.00	\$55.00	\$70.00	\$55.00	\$55.00
Inside Storage <12,000lbs	\$65.00	\$65.00	\$80.00	\$65.00	\$60.00

The pricing for the vast majority of specific towing services will remain at the 2019 level. The accumulative pricing for all services increased by \$59.50 during this latest bidding process.

The City's towing regulations and the bid specifications allow the selection of up to four tow companies for police directed towing services. The three bidders have agreed to provide each service at the lowest bid for that service. Further, each towing company has met the City's ordinance requirements. All three towing companies have previously performed work for the City.

Legal counsel has reviewed the towing contract.

Recommendation:

The City Manager's Office and the Police Department have reviewed all bids received for completeness and accuracy in accordance with bid requirements. Staff thus recommends that all three bidders be awarded a contract for police directed towing services.

Votes Required to Pass:

Simple majority

DRAFT



RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager be and he is hereby authorized and directed to execute towing services contracts between the City of Crystal Lake and Herrick Auto Rebuilders, Inc.; Ormsby Motors, Inc.; and Whitey's Towing, Inc. for Police Department directed towing, for two years beginning on August 1, 2021.

DATED this 6th day of July 2021.

CITY OF CRYSTAL LAKE, an Illinois
Municipal Corporation

BY: _____
Haig Haleblian, Mayor

SEAL

ATTEST:

Nick Kachiroubas, City Clerk

PASSED:
APPROVED:



Agenda Item No: 21

**City Council
Agenda Supplement**

<u>Meeting Date:</u>	July 6, 2021
<u>Item:</u>	Board and Commission Appointment – Sustainability Committee
<u>Council Discretion:</u>	Motion to approve the appointment of Emily Conti to fill a vacancy on the Sustainability Committee for a term expiring September 30, 2023.
<u>Staff Contact:</u>	Haig Haleblian, Mayor

Background:

On November 17, 2015, the City Council formed the Sustainability Committee (“Committee”), replacing the Ad Hoc Clean Air Counts Advisory Committee established in 2007. The purpose of the Committee is to assist the City in promoting environmental sustainability within the City. As part of the Committee Charter, the City Council approved a total of nine (9) members to fulfill the Committee for three (3) year terms. There is currently one (3) vacancy on the Committee.

The application for Emily Conti is attached. Per the Committee Charter, to be a member on the Committee one must live in Crystal Lake, own a business in Crystal Lake, or attend a school in Crystal Lake. The Sustainability Committee has recommended Ms. Conti’s appointment.

Emily Conti is a graduate of Purdue University with a Bachelor’s of Environmental and Ecological Engineering and currently working on environmental projects for various municipalities throughout Northwestern Illinois.

Appointments to the Sustainability Committee are nominated and confirmed by the Mayor and City Council.

Votes Required to Pass:

Simple majority.



Agenda Item No: 22

**City Council
Agenda Supplement**

Meeting Date:

July 6, 2021

Item:

Board and Commission Reappointments – Historic Preservation Commission

Mayor's Recommendation:

Motion to reappoint Diana Kenney and Jim Wyman to the Historic Preservation Commission

Contact:

Haig Haleblian, Mayor

Background:

Diana Kenney and Jim Wyman are Historic Preservation Commission members, whose three-year terms expired June 30, 2021. Ms. Kenney and Mr. Wyman would like to be reappointed.

Historic Preservation Commission appointments and reappointments are nominated and confirmed by the Mayor and City Council.

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

Votes Required to Pass:

Simple majority



Agenda Item No: 23

City Council Agenda Supplement

<u>Meeting Date:</u>	July 6, 2021
<u>Item:</u>	Downtown Survey regarding Increased Programming
<u>Mayor's Recommendation:</u>	Discussion only
<u>Contact:</u>	Haig Haleblian, Mayor

In the interest of making our Downtown even more vibrant, I would like to work with the Downtown Association to send out a survey to the downtown businesses about potentially increasing the programming to grow the number of visitors and customers to our downtown businesses. The intent of the survey would be to gather their feedback and ideas.

A member of my focus group has developed the attached draft survey. I am asking for the feedback and input from the Councilmembers and the Downtown Association on how to improve the survey questions and your overall thoughts on this idea.

Votes Required to Pass: Discussion only

Questions for Downtown CL Business Owners

- 1.** What are the highlights and benefits of owning/operating a business in Downtown Crystal Lake?
- 2.** What are the challenges of owning/operating a business in Downtown Crystal Lake?
- 3.** How can the city of Crystal Lake best support you and your business?
- 4.** Do you feel there is adequate parking for your patrons? Explain.
- 5.** If Depot Park became a focal point and gathering place for music, arts and other entertainment, how do you feel your business could benefit from the influx of visitors to the downtown area?
- 6.** Many surrounding communities have created more outdoor space for dining and gathering.
 - a.** How do you feel doing this in downtown CL would enhance your business and traffic to your establishment?
 - b.** What complications can you imagine may arise?
- 7.** Creating more outdoor entertainment and dining would definitely increase the number of people visiting and patronizing the downtown area. To accommodate, there may be street closures and/or use of parking spaces on the streets during special events or certain “spotlight” nights. Understanding this may mean that customers, who may be used to parking adjacent to your business and having quick access, would have to park slightly farther away. BUT in turn, these events would exponentially increase the foot traffic thereby creating the potential for more customers and sales for you.
 - a.** How supportive and in favor are you to expanding the outdoor atmosphere to create opportunity for growth and change in Downtown Crystal Lake?
 - b.** What questions or concerns would you have?
- 8.** Additional comments: