



CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING
City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
August 3, 2021
7:00 p.m.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes – July 20, 2021 Regular City Council Meeting**
5. **Accounts Payable**
6. **Public Presentation**
The public is invited to make an issue oriented comment on any matter of public concern not otherwise on the agenda. The public comment may be no longer than 5 minutes in duration. Interrogation of the City staff, Mayor or City Council will not be allowed at this time, nor will any comment from the Council. Personal invectives against City staff or elected officials are not permitted.
7. **Mayor's Report**
8. **City Council Reports**
9. **Consent Agenda**
 - a. **Marine Corps League usage of Three Oaks Recreation Area and Fee Waiver – August 19, 2021**
 - b. **Kiwanis Club Special Event Request, Street Closure and Fee Waiver – Annual Santa Run for Kids - December 5, 2021**
 - c. **Contract Award – City Hall Monument Sign**
 - d. **Acceptance of Donation of Real Property – 1716 McHenry Avenue, Crystal Lake, Illinois**
10. **North 48 acres of 1120 Central Park Drive (original Lutter Center property), Redwood USA – Preliminary Planned Unit Development for a 305-unit residential rental townhome development and Preliminary Plat of Subdivision for a three-lot subdivision**
11. **Consent to the Assignment of the Contract between the City of Crystal Lake and Prairieland Disposal for Residential Refuse, Recycling and Yard Waste**
12. **Bid Award – Bio-solids Land Application and Landfill Disposal**
13. **Council Inquiries and Requests**
14. **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**
15. **Reconvene to Regular Session**
16. **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: August 3, 2021

Item: Marine Corps League usage of Three Oaks Recreation Area and Fee Waiver

Council Discretion:

- 1) Motion to approve the use of the Three Oaks Recreation Area and a waiver of fees for the Marine Corps League August 19, 2021 fishing derby event request at the Three Oaks Recreation Area.
- 2) No action.

Staff Contact: Nick Hammonds, Assistant to the City Manager

Background:

For the last nine years, with the exception of 2020, the Marine Corps League out of Woodstock has held their annual fishing derby event for local disabled/disadvantaged Veterans at the Three Oaks Recreation Area. This year, the Marine Corps League will hold their event at the Three Oaks Recreation Area on August 19, 2021. During the event, members of the Marine Corps League and guest Veterans will utilize Three Oaks fishing boats to participate in a fishing derby on the lake. The event will conclude with food and drinks at the main pavilion.

City staff received a request from the Marine Corps League asking that all fees for this event be waived as in past years. From 2011 through 2019, the City Council waived the fees for row boats and non-resident parking for the event. Attached to this agenda supplement is a chart outlining previous fee waivers approved by the Council.

The following is a breakdown of estimated fees for the event:

12 vehicles x \$5.00 (parking fee)	\$60.00
10 - 14' Rowboats:	<u>\$280.00</u>
Total:	\$340.00

Votes Required to Pass:

Simple majority vote of the City Council.

Non Profit Organizations - Fee Waiver Approvals

	No Fee Waiver	Parking Fee Waiver	Boat Rental Fee Waiver	Swim Beach Fee Waiver	Pavilion Rental Fee Waiver	Special Event Application Fee Waiver	Staff Fee Waiver	Out of Town Org. Fee
A Long Swim (2018 and 2020)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	✓
American Cancer Society (1-21-2020)	N/A	N/A	N/A	N/A	Resident Rate	N/A	N/A	✓
Aquathon (2017, 2018, 2019 and 2021)	N/A	(volunteers only)	N/A	N/A	N/A	N/A	N/A	N/A
Girl Scout Service Unit (2013 - 2021)	N/A	N/A	N/A	Flat fee per day requested for non-resident participants	✓	✓	✓	N/A
Immanuel Lutheran (5-15-2018)	N/A	✓	N/A	N/A	N/A	N/A	N/A	N/A
Mission Save A Smile (7-2-2019)	N/A	✓	N/A	N/A	N/A	N/A	N/A	N/A
Prairie Ridge Fishing (2018 and 2021)	N/A	N/A	(CL residents only)	N/A	N/A	N/A	N/A	N/A
Willow Creek Baptism (2018 - 2020)	✓	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Marine Corps League (2018 - 2021)	N/A	✓	✓	N/A	N/A	N/A	N/A	N/A

*Fee waivers have not been granted to for-profit groups.



Agenda Item No: 9b

**City Council
Agenda Supplement**

Meeting Date:

August 3, 2021

Item:

Annual McHenry County Santa Run for Kids Special Event Request, Street Closure, and Fee Waiver

Staff Recommendation:

Motion to approve Kiwanis Club's application for a Special Event for the McHenry County Santa Run on December 5, 2021, including Street Closure and a Fee Waiver, pursuant to the recommended staff conditions and waiver of the Police Department chargeback fees (\$1819.20).

Staff Contact:

Michelle Rentzsch, Director of Community Development
Laurie Fitzgerald, Support Services Coordinator

Background:

The Crystal Lake Kiwanis Club has requested a Special Event Permit for the annual McHenry County Santa Run for Kids. The run will take place in Downtown Crystal Lake on Sunday December 5, 2021.

The event includes a 5K run and 1 mile run/walk. The proceeds of this fundraiser benefit several local charities, including the Kiwanis Club of Crystal Lake, Turning Point, and Big Brothers Big Sisters. As part of the event, the organizers are requesting the closure of Williams Street between Woodstock Street and Crystal Lake Avenue between 6:00 a.m. and 10:30 a.m.

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

- 1) This approval is contingent upon this event maintaining compliance with the Governor's Restore Illinois Plan.
- 2) Parking should be restricted along the east side of Grant Street and south side of Woodstock Street in addition to the closed portion of Williams Street.
- 3) Signs indicating the road closure to be posted a minimum of 24 hours prior to the event and in the locations designated by the Police Department. Traffic control and signage may be required throughout the 5K and 1-mile race course. The petitioner must meet with

- 4) Organizers are to contact the Street Department for official "No Parking" signs. The "No Parking" signs are not to be posted on telephone poles and are to be removed immediately after the race.
- 5) The barricades on Brink Street must be placed near the alley entrances, instead of the Williams Street intersection, to avoid cars getting trapped at the closure points with no room to turn around. Also, place barricades or cones on the south end of Williams Street to help delineate the limits of the temporary vehicle restriction for pedestrians/event visitors.
- 6) Add cones or other physical separation for the temporary "runner's lane" in the southern bay of parking on Woodstock Street between Grant and Williams.
- 7) All directly affected businesses and residents on North Williams Street must be notified in advance of the road closure.
- 8) An insurance and hold harmless agreement needs to be provided to the City of Crystal Lake prior to the event.
- 9) Streets along the race route will not be closed. There are several churches in the neighborhoods the 5K race passes through.
- 10) Work with the Police Department as to positioning of volunteers, as well as the number of officers required for this event.
- 11) Runners should be reminded that they are obligated to follow all laws related to pedestrians in the roadway.
- 12) Streets are not to be marked with paint or any permanent materials. No items can be located on sidewalks that would block pedestrian access.
- 13) An access lane greater than 13 feet is required for access to Williams Street by aerial ladder.
- 14) Should the Raue Center be used for the award ceremony, the occupancy limit cannot be exceeded during the award ceremony and must maintain compliance with the Governor's Restore Illinois Plan.
- 15) This event will require eight officers and a minimum of five volunteers to direct traffic and race participants throughout City streets. If no volunteers are willing and/or able to participate, the additional locations will need to be covered by officers. Volunteers must wear traffic safety vests, and have the ability to communicate via radio or cellular telephone with organizers and police in the event of an emergency. Please contact the Police Department by November 1, 2021 to determine/arrange for Police Officers for traffic control, lead vehicle, etc. Unless waived by the Council, the applicant shall be responsible for paying for the officers.
- 16) Ensure that the lead and follow vehicles do not block traffic. The lead vehicle and trail car are required to be police squads to ensure the safety of the participants.
- 17) All trash must be picked up along the race route, as well as in the downtown area.
- 18) The use of the downtown lighting system to provide electrical power for the sound system is prohibited.
- 19) A temporary sign permit must be obtained from the Building Division for any signage/banners.
- 20) No smoking, as well as cooking or open flames, is permitted under the canopies/tents.

Fee Waivers

Since this is a fundraiser for the Kiwanis, they are requesting that the Police chargeback fee be waived as it has been approved in previous years. The estimated cost of Police personnel for the event is \$1,819.20.

The applicant has been made aware of these recommended conditions and advised to attend the August 3, 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:

August 3, 2021

Item:

Contract Award - City Hall Monument Sign

Staff Recommendation:

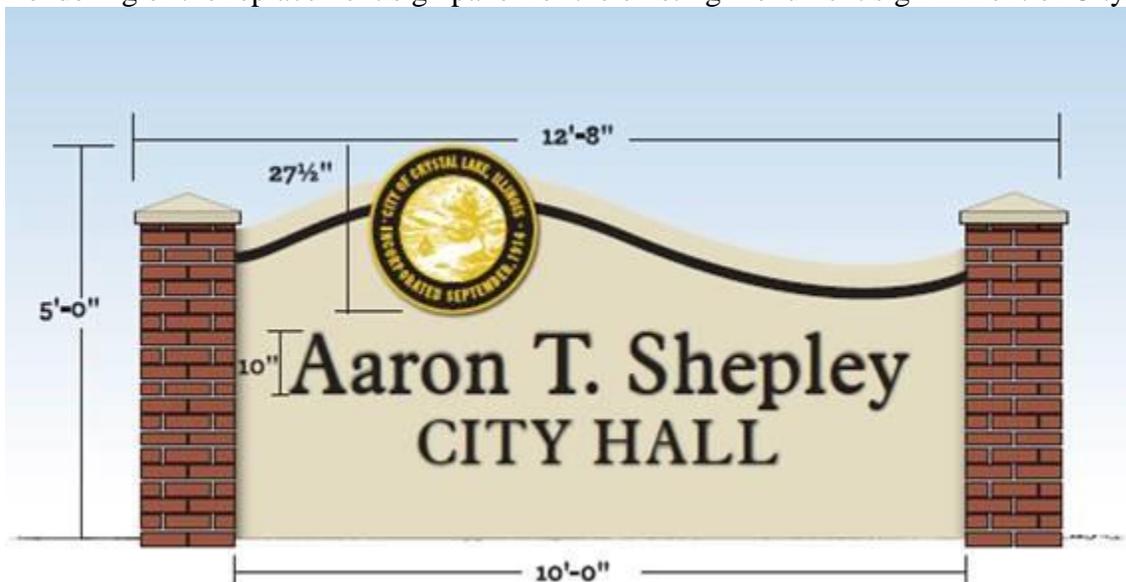
Motion to approve and adopt a Resolution authorizing the City Manager to execute a contract with the lowest responsible and responsive company, FastSigns, for a City Hall monument sign replacement panel per the submitted rendering and quote and authorizing the City Manager to approve up to 10 percent in justifiable contract amendments from a contingency allowance.

Contact:

Michelle Rentzsch, Director of Community Development

At the July 6, 2021 City Council meeting, the Council passed a resolution officially naming 100 W. Woodstock Street as “Aaron T. Shepley City Hall” in honor of Mayor Shepley’s dedication, contributions, and service to the Crystal Lake community as Mayor for more than 21 years. The sign concept was included in that agenda packet and after the approval of the resolution; sign quotes were finalized. The replacement sign panel with some refreshed low-growing landscape plantings at the base of the sign would be the only exterior modifications involved in the renaming of City Hall.

Rendering of the replacement sign panel for the existing monument sign in front of City Hall.



The City received three complete quotes. The replacement panel to the existing monument sign would be made of double-sided synthetic stucco and utilize the existing brick base and pillars. The manufacture of the sign will take approximately 8 to 10 weeks.

	Sign details	Sign costs	Installation	Total
Baldus	Double-sided synthetic stucco w/finial 68" x 120" x 12" deep	\$12,300	\$3,200	\$15,500.00
Alphagraphics	Double-sided High density urethane (HDU) Aluminum seal plaque insert 60" x 120" x 12" deep	\$8,650.00	\$2,882	\$11,532
FastSigns ¹	Double-sided synthetic stucco 60" x 152" x 16" deep	8,067.36	\$2,225+ 450 shipping	\$10,742.36

¹ Indicates recommended lowest responsive and responsible quote.

The quotes have been reviewed for completeness and accuracy and it is staff's recommendation to award the contract for a replacement panel for the existing monument sign in front of City Hall to FastSigns, per the costs listed in the quote. Funds are available for this expenditure in the FY 21/22 budget.

Votes Required to Pass: Simple majority

DRAFT

Res. 21R-



The City of Crystal Lake Illinois

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager be and he is hereby authorized and directed to execute a contract for a replacement sign panel for the existing City Hall monument sign between the City of Crystal Lake and FastSigns per the submitted quote price, and authorizing the City Manager to approve up to 10 percent in justifiable amendments from a contingency allowance.

DATED at Crystal Lake, Illinois, this 3rd day of August, 2021.

CITY OF CRYSTAL LAKE, an Illinois
Municipal Corporation

BY: _____
Haig Haleblian, MAYOR

SEAL

ATTEST:

Nick Kachiroubas, CITY CLERK

PASSED: August 3, 2021

APPROVED: August 3, 2021



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

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

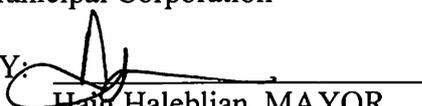
WHEREAS, Crystal Lake is a great place to live, work, and play in large part to the role that Mayor Shepley played, making Crystal Lake an even better place and leaving a legacy that will outlive all of us; and

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”.

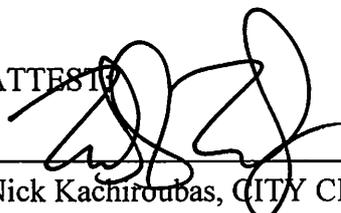
DATED at Crystal Lake, Illinois, this 6th day of July, 2021.

CITY OF CRYSTAL LAKE, an Illinois
Municipal Corporation

BY: 
Haig Haleblian, MAYOR

SEAL

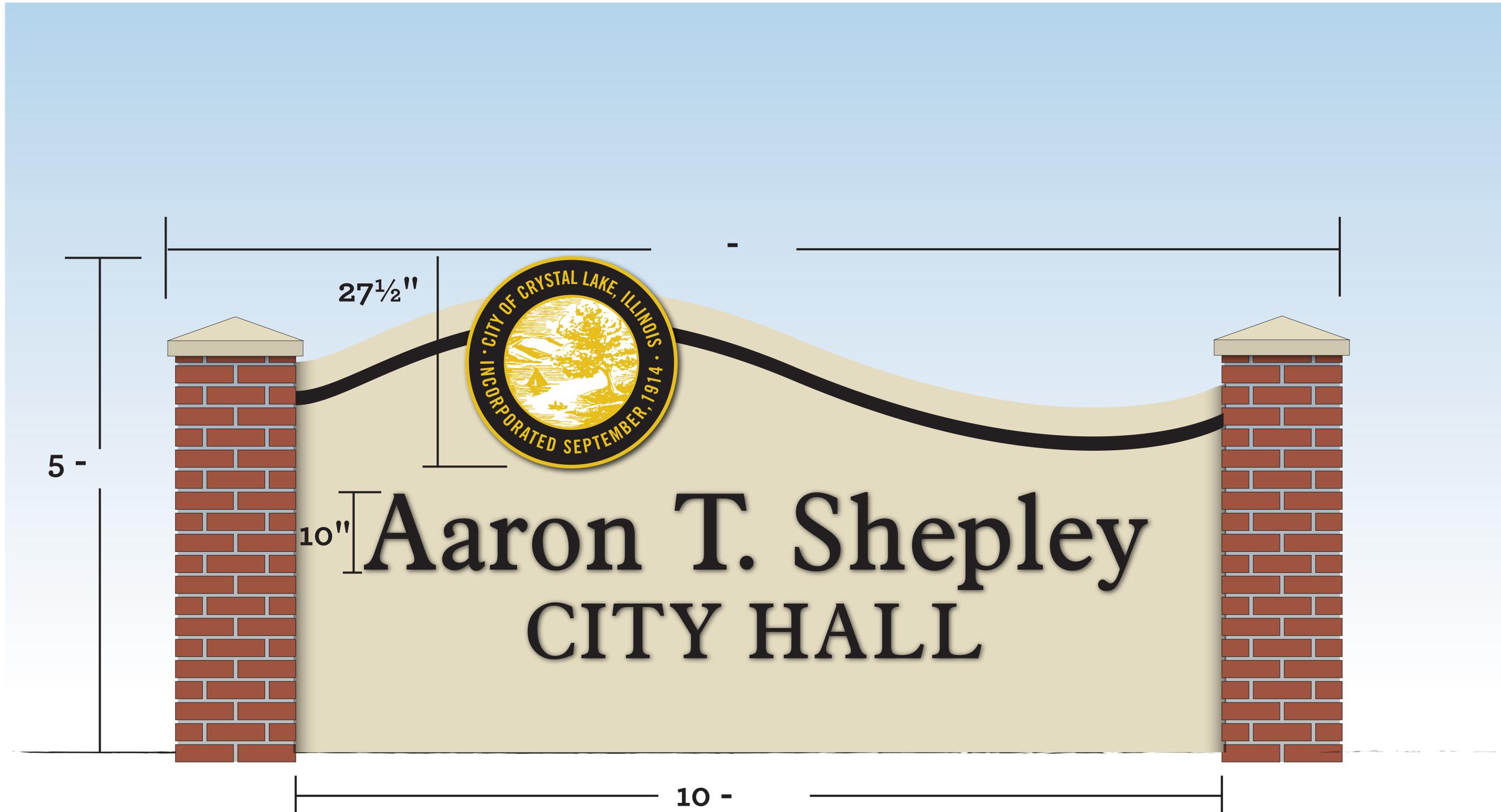
ATTEST



Nick Kachiroubas, CITY CLERK

PASSED: July 6, 2021

APPROVED: July 6, 2021





Agenda Item No: 9d

**City Council
Agenda Supplement**

Meeting Date:

August 3, 2021

Item:

Acceptance of Donation of Real Property
1716 McHenry Avenue, Crystal Lake, Illinois

Staff Recommendation:

Motion to adopt a Resolution accepting the donation of real property located at 1716 McHenry Avenue and authorizing the City Manager to execute a donation agreement and necessary documents to affect the transfer of said property.

Staff Contact:

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

Background:

The owner of the property located at 1716 McHenry Avenue wishes to donate the property to the City for public use. This 2.9 acre parcel of land is southeast of the intersection of McHenry Avenue and Barlina Road (see map below). The parcel is adjacent to Crystal Creek and is located directly west of City-owned land utilized by the Public Works Department (former Wastewater Treatment Plant 1 and maintenance garage.):



Discussion

The property is currently vacant land. Historically, there was a single family home on the property. It is located partially with the FEMA floodway and floodplain for Crystal Creek. The northern portion of the property is adjacent to a narrow strip of land owned by the City that is occupied by a driveway and City-maintained sanitary sewers. A recently conducted preliminary environmental site assessment of this area did not reveal any environmental concerns on the property. Ownership of this parcel by the City is advantageous for several reasons:

- The City would have the ability to perform selective clearing of the property and then have the ability to maintain the creek bed, keeping it free from debris. This would improve storm water conveyance and thereby benefit upstream property owners. City maintenance of this section of the Creek would also enhance water quality and habitat.
- The City is in the process of completing engineering for a new Deep Well 19 and transmission water main to Water Treatment Plant Number 2. The northern section of the property can be utilized for a section of this water main. This will avoid the disruption and cost of having to construct the water main under the pavement on Buckingham Drive.

Section 102 of the City Code outlines the rules and regulations for acceptance of a donation, among which is the required acceptance by the City Council of donations valued at more the \$10,000 by agreement. The property has a market value of \$177,309 based on the McHenry County equalized assessment. Closing costs, to be paid by the City, are estimated at approximately \$3,000. City legal counsel has been involved in the review and preparation of the documents associated with this donation and real estate transaction.

Recommendation:

The Public Works Department recommends acceptance of the donation and approval of the agreement. The contract for the property and other documents have been reviewed by legal counsel.

Votes Required to Pass:

Simple Majority.



**RESOLUTION APPROVING DONATION AGREEMENT FOR PROPERTY LOCATED
AT 1716 MCHENRY AVENUE**

WHEREAS, Thomastown, LLC (the “Owner”) is the owner of certain property located at 1716 McHenry Avenue and legally described in Exhibit A, attached hereto (the “Property”)

WHEREAS, the Owner desires to donate the Property to the City of Crystal Lake for public purposes to be determined by the City; and

WHEREAS, pursuant to Section 102-26 and 102-27 of the City Code (Donations), the City is authorized to accept donations of real property, provided that such donations are consistent with the City’s goals and objectives and in the best interest of the City; and

WHEREAS, Section 102-30 requires that donations shall be memorialized by agreement between the donor and the City; and

WHEREAS, the Mayor and City Council have found and determined that it would be in the best interests of the City and its residents to accept the donation of the Property and to approve the Real Estate Donation Agreement (the “Agreement”) in substantially the form attached hereto as Exhibit B.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF CRYSTAL LAKE**

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

2. The City Manager is hereby authorized to execute the Agreement in substantially the form attached hereto as Exhibit B and to execute such other documents and take such action as he may deem necessary to accept the donation of the Property and to secure the transfer of title to the City.

DATED this 3rd day of August, 2021.

CITY OF CRYSTAL LAKE, an Illinois Municipal
Corporation

BY: _____
Haig Haleblian, MAYOR

SEAL

ATTEST:

Nick Kachiroubas, CITY CLERK

PASSED: August 3, 2021

APPROVED: August 3, 2021

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

ALL THAT PART OF THE EAST HALF OF SECTION 7, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN AT AN INTERSECTION OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7 WITH THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS THE ELGIN ROAD, WHICH SAID POINT IS 1,541 FEET EAST OF THE CENTER OF SAID SECTION 7; THENCE SOUTH 13 DEGREES AND 45 MINUTES WEST 398 FEET TO A POINT OF BEGINNING; THENCE NORTHEAST ALONG THE SAME LINE 178 FEET TO THE SOUTH LINE OF THE ROAD OWNED BY THE CITY OF CRYSTAL LAKE; THENCE SOUTHEAST ALONG THE SOUTH LINE OF THE ROAD OWNED BY THE CITY OF CRYSTAL LAKE, 502 FEET TO THE WEST LINE OF THE PROPERTY OWNED BY THE CITY OF CRYSTAL LAKE; THENCE SOUTHWEST ALONG THE WEST LINE OF THE PROPERTY OWNED BY THE CITY OF CRYSTAL LAKE, 353 FEET TO THE CENTER LINE OF THE CREEK; THENCE NORTHWEST ALONG THE CENTER LINE OF THE CREEK IN AN IRREGULAR LINE TO THE PLACE OF BEGINNING (EXCEPT THEREFROM THAT PART DEDICATED FOR PUBLIC HIGHWAY BY INSTRUMENT RECORDED OCTOBER 27, 1970 AS DOCUMENT 532300), IN MCHENRY COUNTY, ILLINOIS?

REAL ESTATE DONATION AGREEMENT

This Real Estate Donation Agreement (“**Agreement**”) is made and entered into this ____ day of _____, 2021 (“**Effective Date**”) by and between **Thomastown, LLC.**, an Illinois Limited Liability Company (“**Owner**”), and the **City of Crystal Lake**, an Illinois municipal corporation organized and existing under the laws of the State of Illinois (“**City**”).

WITNESSETH:

WHEREAS, Owner is the owner of certain vacant property commonly known as 1716 Mchenry Avenue, Crystal Lake Illinois, which is further legally described in Exhibit “A” attached hereto, and incorporated herein, by reference (the “**Land**”); and

WHEREAS, Owner desires to donate the Land (and all improvements thereon) with the intention that the City utilize the Land for public purposes, including but not limited to creek restoration, open/recreational space, stormwater management facilities and public utilities; and

WHEREAS, the City has agreed to accept the donation with the intention of devoting the Land to such public purposes; and

WHEREAS, as provided below, the Owner will obtain an appraisal of the Land (and all improvements thereon) to determine its fair market value (the “**Appraised Value**”); and

WHEREAS, Owner intends that the Appraised Value of the property shall be treated as a charitable contribution by Owner to City; and

WHEREAS, Owner desires to donate the property to the City and City desires to accept the donation of the property from the Owner upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the premises hereof and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Incorporation of Recitals: The recitals to this Agreement are incorporated herein and are true and correct.

2. Description of Property. The property which is to be donated and conveyed by Owner to the City pursuant to this Agreement shall consist of the following:

- (a) Fee simple title in and to the Land;
- (b) All easements, rights-of-way, appurtenances and other rights and benefits thereunto belonging, all curb cuts, public or private streets, roads, drives, avenues, alleys or passways, open or proposed, on or abutting the Land, any award hereafter made to or to be made in lieu thereof, and any award hereafter made for damage to the Land

or any part thereof by reason of a change of grade in any street, alley, road or avenue, as aforesaid (collectively, the “**Appurtenances**”)The Land and Appurtenances are sometimes referred to herein collectively as the “**Subject Property**.”

3. Donation of Subject Property: Subject to the terms of this Agreement, Owner

hereby agrees to donate and convey the Subject Property to the City, and the City agrees to acquire the Subject Property from Owner. At the time of Closing (defined below) hereunder, Owner agrees to convey title to the Subject Property to City by Warranty Deed (the “**Deed**”) free and clear of all liens, encumbrance and exceptions whatsoever, save and except only for the Permitted Exceptions (defined below)

4. Terms of Donation:

- (a) Conveyance by Deed. The Owner will convey the Subject Property to City by Warranty Deed.
- (b) Charitable Donation; Appraisal. The City acknowledges that Owner intends to treat the donation of the Subject Property as a charitable donation for federal tax purposes, and City agrees to sign such documentation confirming the value of the Subject Property as may be reasonably requested by Owner (including, without limitation, signing the property receipt acknowledgement on IRS Form 8283) confirming the value of the gift, which obligation shall survive the conveyance of the Subject Property to the City. However, City makes no representation as to the extent or existence of Owner’s right to claim a charitable contribution to City hereunder. Owner will be solely responsible for compliance with the gift value substantiation requirements under the Internal Revenue Code of 1986, as amended. For purposes of this Agreement, the gift shall be valued by Owner in a total amount equal to (i) the Appraised Value of the Subject Property as established by Owner based on an appraisal obtained by Owner within thirty (30) days prior to the Closing, plus (ii) the amount of any out-of-pocket costs incurred by Owner in connection with the donation transaction contemplated in this Agreement.
- (c) Signage. In the event that the City designates any portion of the Subject Property as public open/recreational space and denotes such open/recreational space with signage placed upon the Subject Property, such signage shall recognize the generosity of Ms. Geraldine Grennan in connection with the donation of the Subject Property.

5. Due Diligence Period: The City shall have a period of thirty (30) days following the Effective Date (the “**Due Diligence Period**”) in which to conduct any tests, inspections, surveys, evaluations, studies or similar analyses or examinations of the Subject Property which the City, in its discretion, deems necessary to determine the suitability of the Subject Property for its intended use (the “**Due Diligence Activities**”). In furtherance of the intent hereof, the Owner shall, within five (5) business days following the Effective Date hereof, deliver to the City copies of all documents, reports and other written materials in the possession of Owner concerning the Subject Property for the City’s use in conducting the Due Diligence Activities (the “**Property Information**”). The Property Information shall include, to the extent the same is in the possession

of Owner, without limitation, surveys, soils information, results of environmental inspections, notices from governmental authorities of any code or ordinance violations relating to the applicable property, title insurance policies, leases, notices from tenants or licensees under leases, licenses or similar agreements, easements, restrictions, reservations, property condition reports, maintenance or service agreements, and other information concerning the Subject Property. The City hereby acknowledges and agrees that Owner neither grants any right of reliance with respect to the Property Information nor makes any representations or warranties as to the completeness or accuracy of the Property Information. Each party acknowledges and agrees that, except for any express representations and warranties of a party contained in this Agreement, subject to reasonable prior notice to Owner and scheduling of such access, the Subject Property is conveyed in its “**AS IS, WHERE IS**” condition. The Owner grants to the City the right of access during the term of this Agreement for the purpose of conducting the Due Diligence Activities. The City agrees to defend the Owner from the claims of third parties relating to damage or personal injury occasioned by the City’s right of access and conduct of Due Diligence Activities and to pay for the cost of any loss or damage to the Subject Property or to the Owner resulting therefrom. In the event that this Agreement is terminated by either party as provided for herein, the Subject Property shall be returned to the Owner in substantially the same condition as it was in on the Effective Date, normal wear and tear excepted. The obligations set forth in the immediately preceding two sentences shall survive the Closing or the termination of this Agreement for a period of one (1) year.

6. Termination During Due Diligence Period: The City shall have the absolute right during the Due Diligence Period to terminate this Agreement for any or no reason. In order to so terminate, the City shall send written notice of such termination to the Owner in the manner set forth in Section 19 below on or before the expiration of the Due Diligence Period (a “**Termination Notice**”). In the event of such termination, the City shall return the Property Information received by it, together with a copy of the results of Due Diligence Activities conducted by it, if any, to the Owner; whereupon, this Agreement shall be terminated and all parties shall be released from any further obligation or liability hereunder, except any as is stated to survive the termination hereof. Failure of the City to send a Termination Notice in the manner and within the time set forth herein shall waive the right to terminate this Agreement pursuant to this Section 6 and the parties shall proceed to Closing in accordance with the terms of this Agreement.

7. Title Commitment and Survey: The City, at its option, within the Due Diligence Period, may obtain a commitment for an owner's ALTA title insurance policy (a “**Commitment**”) in the amount of the Appraised Value issued by a national title insurance company and/or its agents (“**Title Company**”) evidencing that the Owner is vested with fee simple marketable title to the Subject Property, free and clear of all monetary liens and encumbrances except for ad valorem Subject Property taxes and general assessments; but subject to restrictions, reservations, limitations, easements and conditions of record, if any (collectively, the “**Permitted Exceptions**”).

(a) **Title Examination and Objection Procedure.** In the event the Commitment reveals exceptions to title other than the Permitted Exceptions, the City shall have twenty (20) days following receipt of the Commitment in which to review the matters set forth in the Commitment and send written notice (a “**Title Objection Notice**”) to the Owner specifying those exceptions to title revealed in the Commitment which are not acceptable to the City and are not Permitted Exceptions (“**Title**

Objections”). Failure to send a Title Objection Notice within the foregoing period shall constitute acceptance of the matters set forth in the Commitment.

- (b) Title Curative Provisions. Notwithstanding anything in this Agreement to the contrary, except for matters first appearing and affecting title to the Subject Property following the effective date of the Commitment (a “**Post-Commitment Exception**”), neither party shall have the obligation to take affirmative action to cure any Title Objection set forth in a Title Objection Notice, but may do so in its sole discretion. In the event a Title Objection Notice is received, the Owner shall have fifteen (15) days thereafter in which to notify the City in writing whether it shall take curative action with respect to the Title Objection(s) set forth in the applicable Title Objection Notice. In the event the Owner elects to take curative action with respect to less than all Title Objection(s) noted in the Title Objection Notice (a “**Non-Cure Notice**”), the City’s sole rights shall be either (i) to terminate the Agreement, whereupon following delivery of the Property Information to the Owner, the Agreement shall be terminated and all parties shall be release from further obligation or liability hereunder except any stated to survive termination hereof or, (ii) to waive the Title Objections the Owner has not agreed to cure (whereupon such waived Title Objections shall become Permitted Exceptions). The City shall have the longer of five (5) working days following receipt of the Non-Cure Notice or the expiration of the Due Diligence Period in which to elect to terminate this Agreement by written notice to the other party (a “**Title Termination Notice**”). Failure to send a Title Termination Notice shall constitute an election to waive the Title Objection(s) the Owner has not agreed to cure.
- (c) Time for Cure. In the event the Owner elects to cure some or all of the Title Objection(s) raised by the City, unless the Agreement has been otherwise terminated, the Owner shall have up to sixty (60) days following its election to cure (or such longer time as may be agreed by the parties) in which to accomplish curative action to the satisfaction of the Title Company, such that it will delete the applicable Title Objection(s) from the Commitment. In the event curative action is not successful for one or more of the Title Objections the Owner has agreed to cure, the City shall have the right, exercised in writing within fifteen (15) days following the later of receipt of notice from the Owner that it was unable to cure all such Title Objections or the expiration of the applicable curative period, either to terminate the Agreement or to take title as it then is, subject to such uncured Title Objection(s), and close this transaction. Failure to terminate by written notice shall constitute an election to waive any such uncured Title Objections. The Closing shall be extended as necessary to accommodate times for cure of Title Objections, as set forth in this Section 7.
- (d) Survey. The City shall have the right, at its own expense, to have the Subject Property surveyed by a surveyor licensed in the State of Illinois prepared in accordance with ALTA requirements (“**Survey**”). Any such Survey shall be obtained within thirty (30) days following the Effective Date and shall be certified to City, Owner and the Title Company. To the extent the Survey reveals matters that are not Permitted Exceptions, the City shall have ten (10) days following receipt thereof in which to

send a Title Objection Notice to the Owner. Survey objections set forth in a Title Objection Notice sent in accordance herewith shall be dealt with in the same manner and in the same times as any other Title Objections under this Section 7.

8. Closing: The closing (“**Closing**”) contemplated by this Agreement shall take place ten (10) days after the expiration of the Due Diligence Period, at a time and place in the City of Crystal Lake mutually agreed upon by City and Owner (“**Closing Date**”). The Closing Date shall be extended as necessary to accommodate curative periods set forth in Section 7 above.

9. [INTENTIONALLY DELETED]

10. Owner’s Obligations at Closing: At the Closing, subject to performance by

City of its obligations under this Agreement, Owner shall do the following:

- (a) Execute, acknowledge and deliver to City the Deed conveying good, insurable and marketable title to the Subject Property to City, subject only to the Permitted Exceptions (and the standard printed exceptions be contained in the Commitment received by City, except to the extent the same can be deleted by virtue of the Owner’s Affidavit required of Owner or the Survey, if any, obtained by City);
- (b) Execute, acknowledge and deliver to City and the Title Company an owner’s affidavit of title (“**Owner’s Affidavit**”) in sufficient form and substance so as to allow the Title Company to insure the gap at Closing and delete all standard exceptions, other than the survey exception, from the title policy to be issued pursuant to the Commitment delivered to the City;
- (c) Execute and deliver instruments satisfactory to City and the Title Company reflecting the proper power and authorization for the conveyance of the Subject Property from the Owner to City hereunder;
- (d) Deliver to City and the Title Company a FIRPTA affidavit in form and substance reasonably acceptable to both City and the Title Company;
- (e) Execute and deliver to City and Closing Agent the closing statement (“**Closing Statement**”) for the transaction setting forth the financial aspects thereof and authorizing and instructing the Closing Agent to make disbursements and deliveries in accordance therewith; and
- (f) Deliver to City all other documents as may be reasonably required by this Agreement.

11. **City's Obligations at Closing:** At the Closing, subject to performance by Owner of its obligations under this Agreement, City shall do the following:

- (a) Execute and deliver to Owner IRS Form 8283, acknowledging receipt of the Subject Property from Owner and the date of such receipt; and
- (b) Deliver to Owner all other documents as may be reasonably required by this Agreement.

12. **Closing Costs and Prorations:**

- (a) **City Closing Costs.** The City shall pay all Closing costs associated with this transaction, including, but not limited to (i) documentary stamps due with respect to the transfer of the Subject Property to City, if any; (ii) title insurance policy to be delivered to City with respect to the Subject Property; (iii) recording the Deed; (iv) the Survey for the Subject Property obtained by City, if any; (v) recording of curative documents, if any, with respect to the Subject Property; and (vi) any other costs or expenses incurred by City in connection herewith.
- (b) **Prorations.**
 - (i) **Taxes.** All ad valorem Subject Property taxes for the year of Closing shall be prorated as of the Closing Date based upon 105% of the last ascertainable property tax bill for the Subject Property.
 - (ii) **Assessments.** Owner shall pay, or prior to Closing shall have paid, all special assessments and liens for public improvements which are, as of 12:01 a.m. on the Closing Date, certified liens in full; and City shall assume payment of all special assessments and liens for public improvements which are, as of 12:01 a.m. on the Closing Date, pending liens.
 - (iii) **Insurance.** City will provide its own insurance and, accordingly, Owner shall bear all insurance costs up to the Closing Date and all costs of cancellation.
 - (iv) **Deposits.** Prepaid and unearned Deposits, if any, shall be transferred and conveyed to City at Closing.

All prorations and adjustments shall be made by the parties, assisted by their respective accountants. In the event the final adjustments shall not have been completed as of the Closing Date, the parties shall nevertheless close the transaction contemplated herein and make prorations and adjustment on the basis of mutually agreeable estimates, subject, however, to later re-proration or readjustment based upon the final determination of their accountants within 60 days following Closing, which obligation shall survive the Closing. Each party agrees to exercise diligence and good faith in reaching agreement with respect to such prorations and adjustments

13. **[INTENTIONALLY DELETED]**

14. Representations and Warranties: Except as expressly set forth herein or elsewhere in this Agreement, each party acknowledges and agrees that the transfer contemplated by this Agreement is without representation or warranty of any kind or nature. All representations and warranties are made to the best of the knowledge and belief of the party making the same, except as may be otherwise stated, and without investigation except as it relates to such party's own records. Representations and warranties shall be true as of the Effective Date hereof and as of the Closing Date. The parties represent and warrant to one another as follows:

- (a) By Owner: Owner makes the following representations and warranties to City with respect to the Subject Property:
 - (i) Due Organization. Owner is a limited partnership duly organized, validly existing, and in good standing under the laws of the State of Illinois.
 - (ii) Owner's Authority, Validity of Agreements. Owner has full right, power, and authority to enter into and carry out the transactions contemplated by this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of Owner has/have the legal power, right, and actual authority to bind Owner to the terms hereof and thereof. This Agreement is, and all other instruments, documents and agreements to be executed, and delivered by Owner in connection with this Agreement shall be, duly authorized, executed, and delivered by Owner and the valid, binding, and enforceable obligations of Owner (except as enforcement may be limited by bankruptcy, insolvency, or similar laws) and do not, and as of the Closing Date will not, result in any violation of, or conflict with, or constitute a default under, any provisions of any agreement of Owner or any mortgage, deed of trust, indenture, lease, security agreement, or other instrument, covenant, obligation, or agreement to which Owner or the Subject Property is subject, or any judgment, law, statute, ordinance, writ, decree, order, injunction, rule, ordinance, or governmental regulation or requirement affecting Owner or the Subject Property.
 - (iii) Sole Owner. Owner is the sole owner of fee simple interest to the Subject Property, subject only to the Permitted Exceptions. Owner shall not take any action to affect title to the Subject Property while this Agreement is in effect except as requested by City, and the sole and exclusive possession of the Subject Property shall be delivered to City on the Closing Date subject to the Permitted Exceptions.
 - (iv) No Third-Party Rights. There are no leases, occupancy agreements, unrecorded easements, licenses, or other agreements that grant third-parties any possessory or usage rights to all or any part of the Subject Property.

- (v) Litigation. There are no actions, investigations, suits, or proceedings (other than tax appeals or protests) pending or, to Owner's knowledge, threatened that affect the Subject Property, the ownership or operation thereof, or the ability of Owner to perform its obligations under this Agreement, and there are no judgments, orders, awards, or decrees currently in effect against Owner or with respect to the ownership or operation of the Subject Property that have not been fully discharged prior to the Effective Date, except any arising through the Permitted Exceptions.
- (vi) Zoning and Condemnation. Except as otherwise known by City or disclosed in the Property Information, there are no pending proceedings to alter or restrict the zoning or other use restrictions applicable to the Subject Property, or to institute a moratorium or similar restriction on building on or issuing certificates of occupancy for construction on all or any portion of the Subject Property.
- (vii) No Violations of Environmental Laws. Except as otherwise known by City, or as disclosed in the Property Information, to Owner's knowledge: (w) the Subject Property is not in, nor has it been or is it currently under investigation for violation of any federal, state, or local law, ordinance, or regulation relating to industrial hygiene, worker health and safety, or to the environmental conditions in, at, on, under, or about the Subject Property, including, but not limited to, soil and groundwater conditions ("**Environmental Laws**"); (x) the Subject Property has not been subject to a deposit of any Hazardous Substance (as hereinafter defined); (y) neither Owner nor any third party has used, generated, manufactured, stored, or disposed in, at, on, or under the Subject Property any Hazardous Substance; and (z) there is not now in, on, or under the Subject Property any underground or above ground storage tanks or surface impoundments, any asbestos containing materials, or any polychlorinated biphenyls used in hydraulic oils, electrical transformers, or other equipment. Owner hereby assigns to City as of the Closing all claims, counterclaims, defenses, and actions, whether at common law or pursuant to any other applicable federal, state or other laws that Owner may have against any third party or parties relating to the existence or presence of any Hazardous Substance in, at, on, under, or about the Subject Property. For purpose of this Agreement, the term "**Hazardous Substance**" shall be deemed to include any wastes, materials, substances, pollutants, and other matters regulated by Environmental Laws.
- (viii) No Liens. There are no construction liens or similar claims or liens now asserted or capable of being asserted against the Subject Property for work performed or commenced prior to the date hereof; however, Owner shall not be responsible for any amounts due to consultants or other third-parties performing work at City's request and City shall timely pay all amounts due to such persons.

- (ix) No Other Commitments. Except as may be disclosed in the Property Information and the Commitment, Owner has not made any commitment or representation to any governmental authority, or any adjoining or surrounding property owner, that would in any way be binding on City or would interfere with City's ability to utilize the Subject Property for its present use of future use as a Cultural Facility, and Owner shall not make any such commitment or representation that would affect the Subject Property or any portion thereof, without City's written consent.
- (x) No Default. Owner is not in default under the provisions of any deed of trust, mortgage, or other encumbrance, lien, or restriction that affects the Subject Property.
- (xi) No Contracts Affecting Property. Except as set forth in the Property Materials or in the Permitted Exceptions, if any, there are no contracts, leases, licenses or other agreements affecting the title or use of the Subject Property that are currently in force or pending as of the Closing Date.

IT IS UNDERSTOOD AND AGREED THAT, EXCEPT AS SPECIFICALLY OTHERWISE PROVIDED IN THIS AGREEMENT, OWNER HAS MADE NO, IS NOT MAKING ANY, AND DISCLAIMS ANY AND ALL, WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES RELATED TO SUITABILITY FOR HABITATION OR INTENDED USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES OR REPRESENTATIONS AS TO THE CONDITION OF THE SUBJECT PROPERTY, MATTERS OF TITLE, USE OR INCOME POTENTIAL, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, EXPENSES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, COMPLIANCE WITH GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE SUBJECT PROPERTY. CITY AGREES THAT CITY HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF OWNER NOT MADE BY THIS AGREEMENT. CITY REPRESENTS THAT IT IS A KNOWLEDGEABLE CITY OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF CITY'S CONSULTANTS AND THAT CITY WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE SUBJECT PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS CITY DEEMS NECESSARY OR APPROPRIATE. WITH THE EXCEPTION OF THE REPRESENTATIONS AND WARRANTIES MADE BY OWNER IN THIS AGREEMENT, CITY SHALL RELY UPON CITY'S INSPECTIONS AND, UPON CLOSING, EXCEPT AS TO THOSE MATTERS EXPRESSLY REPRESENTED AND WARRANTED BY OWNER IN THIS AGREEMENT, SHALL ASSUME THE RISK THAT ADVERSE MATTERS INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY CITY'S INSPECTIONS AND INVESTIGATIONS. CITY ACKNOWLEDGES AND AGREES THAT UPON CLOSING OWNER SHALL DONATE AND CONVEY TO CITY AND CITY SHALL, EXCEPT AS TO THOSE MATTERS EXPRESSLY

REPRESENTED AND WARRANTED BY OWNER IN THIS AGREEMENT, ACCEPT THE SUBJECT PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE SUBJECT PROPERTY BY OWNER, OWNER'S AGENTS OR REPRESENTATIVES OR ANY THIRD PARTY, EXCEPT FOR THOSE MATTERS EXPRESSLY REPRESENTED AND WARRANTED BY OWNER IN THIS AGREEMENT. CITY ACKNOWLEDGES THAT ANY CONDITION OF THE SUBJECT PROPERTY THAT CITY DISCOVERS OR DESIRES TO REPAIR, CORRECT OR IMPROVE SHALL BE AT CITY'S SOLE EXPENSE. THE TERMS AND CONDITIONS OF THIS SECTION SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN.

(b) By City. City makes the following representations and warranties to Owner:

- (i) Due Organization. City is constituted as a municipal government, organized, validly existing, and in good standing under the laws of the State of Illinois.
- (ii) City's Authority, Validity of Agreements. City has full right, power, and authority to enter into and carry out the transaction contemplated by this Agreement and to carry out its obligations hereunder. The individual(s) executing this Agreement and the instruments referenced herein on behalf of City has/have the legal power, right, and actual authority to bind City to the terms hereof and thereof. This Agreement is, and all other instruments, documents and agreements to be executed, and delivered by City in connection with this Agreement shall be, duly authorized, executed, and delivered by City and the valid, binding, and enforceable obligations of City (except as enforcement may be limited by bankruptcy, insolvency, or similar laws) and do not, and as of the Closing Date will not, result in any violation of, or conflict with, or constitute a default under, any provisions of any agreement of City or any mortgage, deed of trust, indenture, lease, security agreement, or other instrument, covenant, obligation, or agreement to which City is subject, or any judgment, law, statute, ordinance, writ, decree, order, injunction, rule, ordinance, or governmental regulation or requirement affecting City.

(c) Survival. Except as otherwise expressly indicated, all of the representations, warranties and covenants of the parties set forth in this Agreement shall survive the Closing and delivery of the Deed for a period of one (1) year and shall expire thereafter.

15. Real Estate Commission/Brokers. Owner and City acknowledge and agree that no real estate brokers have been or will be used in this transaction. This Section 15 shall survive Closing or termination of this Agreement for a period of two (2) years.

16. Condemnation. In the event that the Subject Property or any portion thereof is taken or condemned or subject to the threat of condemnation by any governmental authority other than the City prior to the Closing Date, the Owner shall notify the City, and the City shall have the option, in its sole and absolute discretion, of either: (a) terminating this Agreement by giving written notice to the Owner, whereupon this Agreement and all rights and obligations created

hereunder shall be null and void and of no further force and effect, or (b) requiring the Owner to convey the remaining portion of the Subject Property to City and to transfer and assign to City at Closing all of the right, title, and interest of Owner in and to any award made or to be made by reason of such condemnation. The City shall have the right to participate in all negotiations with any such governmental authority relating to the Subject Property and the compensation to be paid for such condemnation.

17. Casualty. Prior to the Closing and notwithstanding the pendency of this Agreement, the entire risk of loss or damage by earthquake, hurricane, tornado, flood, landslide, fire, sinkhole, or other casualty with respect to the Subject Property shall be borne and assumed by Owner. If, prior to the Closing, any material portion of Property is damaged as a result of any earthquake, hurricane, tornado, flood, sinkhole, landslide, fire, or other casualty, the Owner shall notify City of such fact within a reasonable time after Owner has actual knowledge thereof. In such event, the City shall have the option to terminate this Agreement upon written notice to Owner given within ten (10) days after receipt of any such notice of damage from the Owner. Prior to any termination of this Agreement, the City shall have the right to participate in the adjustment of any applicable insurance claim. If the City waives the right to terminate this Agreement and elects to proceed with the Closing, then (a) the Owner, at and as a condition precedent to the City's obligation to proceed with the Closing, must either: (i) pay to the City at the time of Closing the amount of any insurance proceeds actually received by the Owner under its hazard insurance policy covering the Subject Property; or (ii) if no insurance proceeds have been received, assign to the City, by written instrument reasonably satisfactory to the City, all rights or claims to the insurance proceeds payable under the applicable hazard insurance policy; and (b) the parties shall proceed to the Closing pursuant to the terms hereof without further modification of the terms of this Agreement.

18. Remedies. Except with respect to a failure to consummate the Closing on the Closing Date, for which there shall be no notice and opportunity to cure, neither party shall be in default hereunder unless and until the party against whom a default is alleged has been given not less than ten (10) days prior written notice from the party alleging a default and the alleged default has not been cured within the aforesaid ten (10) day period (unless a longer cure period is provided for elsewhere herein).

- (a) Prior to Closing. In the event of an uncured default by a party prior to Closing, the sole remedies of the non-defaulting party shall be either: (i) to terminate this Agreement, whereupon the Property Information shall be returned to the Owner and all parties shall be relieved of all further obligation or liability hereunder; or (ii) to sue for specific performance of the defaulting party's obligations hereunder, which suit must be filed, if at all, in the Circuit Court of McHenry County, Illinois on or before ninety (90) days following the expiration of the cure period, if any, for the alleged default.
- (b) Following Closing. Nothing contained in this Section 18 shall limit or prevent the non-defaulting party from enforcing such party's rights that survive the Closing or the termination of this Agreement, as applicable, provided that such party was unaware of the breach of any such obligation, including representations and warranties of the defaulting party, at the time of Closing.

(c) Attorney's Fees. In the event that either party hereto brings an action or proceeding against the other party to enforce any of the covenants, conditions, agreements, or provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all reasonable costs and expenses of such action or proceeding, including, without limitation, reasonable attorneys' fees, charges, disbursements, and the fees and costs of expert witnesses. If any party secures a judgment in any such action or proceeding, then any costs and expenses (including, but not limited to, attorneys' fees and costs) incurred by the prevailing party in enforcing such judgment, or any costs and expenses (including, but not limited to, attorneys' fees and costs) incurred by the prevailing party in any appeal from such judgment in connection with such appeal shall be recoverable separately from and in addition to any other amount or relief included in such judgment. The preceding sentence is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.

19. Notices: Any notices required or permitted hereunder shall be in writing and shall be deemed to have been properly and timely delivered if such notice is (i) delivered by overnight courier or electronic means, in which case the notice shall be deemed delivered one (1) business day after delivery to the overnight courier or by electronic means; (ii) mailed, certified or registered mail, return receipt requested, in which case the notice shall be deemed delivered three (3) days after it is deposited in the mail and postmarked by the U.S. Postal Service. All notices must be addressed to the parties as follows:

If To Owner: Thomastown, LLC

Attn:
Telephone:
Facsimile:
Email:

With a copy to:

Attn:
Telephone:
Facsimile:
Email:

If To City: City Manager
City of Crystal Lake
1000 W. Woodstock
Crystal Lake, IL 60014
Attn: Gary J. Mayerhofer
Telephone: (815-459-2020
Email: gmayerhofer@crystallake.org

With a copy to: David F. Pardys, Esq.
Swanson, Martin & Bell, LLP
1860 W. Winchester Court, Suite 201
Libertyville, Illinois 60048
Telephone: (847) 949-0035
Email: dpardys@smbtrials.com

or at such other addresses, or to the attention of such other person or persons designated by Owner or City by notice given as herein provided.

20. **Miscellaneous Provisions.**

- (a) Governing Law; Venue. This Agreement and the legal relations between the parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois, without regard to its principles of conflicts of law. Venue for any action brought to interpret or enforce this Agreement shall, unless otherwise specifically be required hereunder, in the Circuit Court of McHenry County, Illinois.
- (b) Entire Agreement. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, letters of intent, term sheets, negotiations, and discussions, whether oral or written, of the parties, and there are no warranties, representations, or other agreements, express or implied, made to either party by the other party in connection with the subject matter hereof except as specifically set forth herein.
- (c) Modification; Waiver. No supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- (d) Expenses. Subject to the provision for payment of the Closing Costs in accordance with the terms of this Agreement and of any other provision of this Agreement, whether or not the transactions contemplated by this Agreement shall be consummated, all fees and expenses incurred by any party hereto in connection with this Agreement shall be borne by such party.
- (e) Severability. Any provision or part of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall, as to such situation and such jurisdiction, be ineffective only to the extent of such invalidity and shall not affect the enforceability of the remaining provisions hereof or the validity or enforceability of any such provision in any other situation or in any other jurisdiction.
- (f) Successors and Assigns. All of the parties' rights, duties, benefits, liabilities, and obligations under this Agreement shall inure to the benefit of, and be binding upon,

their respective successors. Notwithstanding the foregoing to the contrary, neither party shall have no right to assign its rights under this Agreement, without the prior written consent of the other party thereto, which may be granted or withheld in such party's sole and absolute discretion.

- (g) Headings. The paragraph and subparagraph headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter, or affect the meaning or interpretation of any provision hereof.
- (h) Construction. As used in this Agreement, the masculine, feminine, and neuter gender and the singular or plural shall each be construed to include the other whenever the context so requires. This Agreement shall be construed as a whole and in accordance with its fair meaning, without regard to any presumption or rule of construction causing this Agreement or any part of it to be construed against the party causing the Agreement to be written. The parties acknowledge that each has had a full and fair opportunity to review the Agreement and to have it reviewed by counsel.
- (i) Further Assurances. In addition to the actions recited herein and contemplated to be performed, executed, and/or delivered by Owner and City, Owner and City agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered at the Closing or after the Closing any and all such further acts, instruments, deeds, and assurances as may be reasonably and required to consummate the transactions contemplated hereby provided that they are consistent with the intent of this Agreement.
- (j) Business Day. As used herein, the term "Business Day" shall mean a day that is not a Saturday, Sunday, National or State holiday, or a day on which commercial banks in the State of Illinois are authorized or required by applicable law to close. In the event that the date for the performance of any covenant or obligation under this Agreement shall fall on a day that is not a Business Day, the date for performance thereof shall be extended to the next Business Day thereafter.
- (k) Time of the Essence. Time shall be of the essence with respect to all matters contemplated by this Agreement.
- (l) Assignment. This Agreement and all rights and obligations hereunder shall not be assignable by the City without the prior written consent of the Owner, which consent may be given or withheld in Owner's sole and absolute discretion.
- (m) Counterparts. This Contract may be executed in several counterparts, each of which will be deemed an original but all of which will constitute only one agreement.
- (n) Waiver of Jury Trial. OWNER AND CITY HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANOTHER PARTY ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

[SIGNATURE PAGES FOLLOW.]

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

OWNER:

THOMASTOWN, LLC, an Illinois
Limited Liability Company

By:

CITY:

CITY OF CRYSTAL LAKE, an Illinois
Municipal Corporation

By: _____
Gary J. Mayerhofer, City Manager



Agenda Item No: 10

**City Council
Agenda Supplement**

Meeting Date:

August 3, 2021

Item:

REPORT OF THE PLANNING & ZONING COMMISSION

Request:

1. Preliminary Planned Unit Development for a 305-unit residential rental townhome development and
2. Preliminary Plat of Subdivision for a three-lot subdivision

Petitioner:

Kellie McIvor, Redwood USA, petitioner

PZC Recommendation:

To approve the Planning & Zoning Commission (PZC) recommendation and adopt an Ordinance granting a Preliminary Planned Unit Development (PUD) and Preliminary Plat of Subdivision for a 305-unit rental townhome development at the north 48 acres of 1120 Central Park Drive (original Lutter Center property).

Staff Contact:

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

Background:

- The proposed development is located at the northern portion of the multi-family area of the original Lutter Center PUD.
- The Lutter Center PUD and annexation agreement allowed for 600 townhome units on the 67 acre R-3B PUD property. In 2020, the agreement was amended to allow a 280-unit apartment development on the southern 19 acres. The annexation agreement is valid through 2025 and was extended through a development agreement to 2030 with the approval of the apartment development.
- The petitioner is proposing a residential rental community consisting of 305 ranch townhome units. The request is 15 units below the allowable unit count per the annexation agreement.

Request:

- Preliminary PUD for a 305-unit rental townhome development, Preliminary Plat of Subdivision to create three lots, and PUD Variations to allow:
 - A 24-foot front yard setback,
 - Growth management allowance, and
 - Two freestanding signs with a variation for height and area for one sign.

Key Points:

- The development complies with the dimensional requirements of the R-3B zoning district with the exception of the front yard setback. The townhomes fronting Central Park Drive have a reduced setback of 25 feet instead of the 30-foot district standard.
- The proposed net density is 6.73 dwelling units per acre for the rental townhome community. The R-3B zoning district allows for 9 dwelling units per acre.
- Per the UDO, 687 parking spaces would be required, the petitioner is providing the following parking options for a total of 1310 parking spaces. Each unit has a 2-car garage, a 21-foot “driveway” for guest parking and an additional 90 guest parking spaces are located along the interior community drive aisles near the open spaces and mail kiosks.
- Central Park Drive would be extended to the edge of the property line and connect to the current stubs.
- The interior community drive aisles are constructed of concrete and include a carriage walk (sidewalk). The total width of the community drive aisles are 26 feet to comply with the requirements of the Fire Rescue Department.
- The interior drive aisles would be posted with “No Parking” signs. Guest parking is provided in the driveways and guest parking spaces throughout the development.
- The petitioner is providing a 20-foot landscape buffer along the north property line and proposed added trees along the east property line for screening. The UDO does not require a landscape buffer between multi-family and attached single-family residential properties.
- A traffic impact study was completed by Sam Schwartz Engineering. The study found that the intersection of Central Park Drive, Lutter Drive and the entrance to the Walmart warrants improvements currently. Improvements to the Three Oaks Road and Lutter Drive intersection are also warranted. The City is planning traffic signals at both intersections. The development would need to provide their proportionate cost share of the improvements.

PZC Highlights:

- The petitioner agrees with the recommended conditions of approval.
- Neighbors from the Monticello Subdivision to the north stated their general acceptance of the proposed plan, but requested a larger landscape buffer and setback. The petitioner had met with the neighbors at the property prior to the public hearing and discussed planting and berm options.
- The petitioner agreed to work with staff and the neighbors on the design of the buffer between the single-family homes and the proposed development.
- The PZC felt the rear elevations that face other housing should have more architectural details.
- The PZC requested bike/walking paths throughout the property as another amenity for the residents.
- The PZC stated that the Findings of Fact had been met.

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

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
 - A. Application (Redwood USA LLC, dated 04/13/2021, received 04/20/2021)
 - B. Plat of Survey (Cemcon, Ltd, dated 04/15/2021, received 04/20/2021)
 - C. Preliminary Plat of Subdivision (Cemcon, Ltd, dated 06/11/2021, received 06/16/2021)
 - D. Preliminary Site Plan (Cemcon, Ltd, dated 07/15/2021, received 07/16/2021)
 - E. Preliminary Engineering Plan (Cemcon, Ltd, dated 06/11/2021, received 06/16/2021)
 - F. Sight Line Exhibit (Cemcon, Ltd, dated 06/11/2021, received 06/16/2021)
 - G. Preliminary Stormwater Management Report (Cemcon, Ltd, dated 06/18/2021, received 06/18/2021)
 - H. Preliminary Sign Plan (CT Consultants, dated 04/30/2021, received 06/16/2021)
 - I. Preliminary Landscape Plan (CT Consultants, dated 04/30/2021, received 06/16/2021)
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 - M. Traffic Study (Sam Schwartz Engineering, dated 06/16/2021)
2. Landscape Plan/Tree Survey:
 - A. Provide a list of quantities and species for the final landscape plan that comply with the minimum sizing requirements of the UDO.
 - B. Provide quantities of trees on the Tree Survey. Based on the quantities of trees and the Tree Preservation Section of the UDO, additional trees may be required.
 - C. **Work with staff to** preserve the existing tree line along the north and east property lines to keep the natural buffer and supplement the area with new tree and shrub planting to enhance the proposed landscape buffers. **(Amended by the PZC)**
 - D. Add shrubs and evergreen trees at the end of the drive aisles along the eastern property line for screening of headlights.
3. Architecture:
 - A. Work with staff on a way to break up the long rear facades of the five and six unit buildings.
 - B. Utilize premium vinyl siding, long runs and a thickness of .044 or greater to reduce waving/warping.
4. Site Plan:
 - A. Work with staff to incorporate additional amenities to the parklets, **including bike paths around the community**. **(Amended by the PZC)**
 - B. Provide a sidewalk access from the townhomes fronting Central Park Drive to the public sidewalk along Central Park Drive.
 - C. Provide a plat of dedication/vacation for the portion of right-of-way for Central Park Drive at the proposed connection location with approval from Continental Properties.
5. Work with staff to finalize easement locations for municipal utilities and resolve any conflicts between easements and landscaping.

6. Provide a photometric and lighting plan for Final Planned Unit Development that complies with the lighting requirements of the UDO.
7. The internal drive aisles shall be posted with “No Parking” signs.
8. Continue to work with the Fire Rescue Department on the design of the sprinkler system for the buildings or fire wall option.
9. Traffic/Future Roadway Improvements:
 - A. The petitioner must contribute their proportionate fair share of the construction costs for the improvements to Central Park Drive/ Lutter Drive (6.2% @ \$21,700), IL Route 31/James R. Rakow Road/Central Park Drive (2% @ \$7,000) and Three Oaks Road/Lutter Drive/Sands Road (4.3% @ \$86,693) based on the projected traffic volume increase for the proposed development as determined by the traffic impact study dated 16 June 2021 by Sam Schwartz.
 - B. The petitioner shall provide a Letter of Credit, Bond or Escrow payment for its share of the above mentioned improvements. Cost participation for off-site improvements will be calculated once final cost estimates have been provided based on the recommendation of the City’s traffic engineering consultant as approved by the City’s Director of Public Works. In the event that the final cost sharing amount is not determined prior to the time the petitioner is issued a building permit for the site, the petitioner shall provide a Letter of Credit, Bond or Escrow payment in an amount reasonably estimated by the Director of Public Works, by the issuance of a certificate of occupancy for any building on the site. Notwithstanding the foregoing, in the event that the petitioner executes an agreement (which shall be in a form reasonably satisfactory to the Director of Public Works and the City Attorney) to be recorded against the site that ensures the payment of the final cost-sharing amount by the petitioner or petitioner’s successor in ownership, the requirement for a Letter of Credit, Bond or Escrow payment shall be waived.
10. The petitioner shall address all of the review comments and requirements of the Community Development, Public Works, Police and Fire Rescue Departments, as well as the City’s stormwater consultant, Christopher B. Burke Engineering and traffic consultant, Sam Schwartz Engineering.

Votes Required to Pass: A simple majority



Acknowledgement Form

Regarding Redwood USA Preliminary PUD/Plat Project. Please check one of the choices and sign below.

- I hereby acknowledge that I have read, understand, and agree to the staff review comments and recommended conditions contained in the staff report, city staff reviews, and consultant reviews (if applicable).
- I hereby acknowledge that I have read, understand, and agree to most of the staff review comments and recommended conditions contained in the staff report, city staff reviews, and consultant reviews (if applicable) but have concerns with the following items:

Petitioner's Name: Kelli
Signature

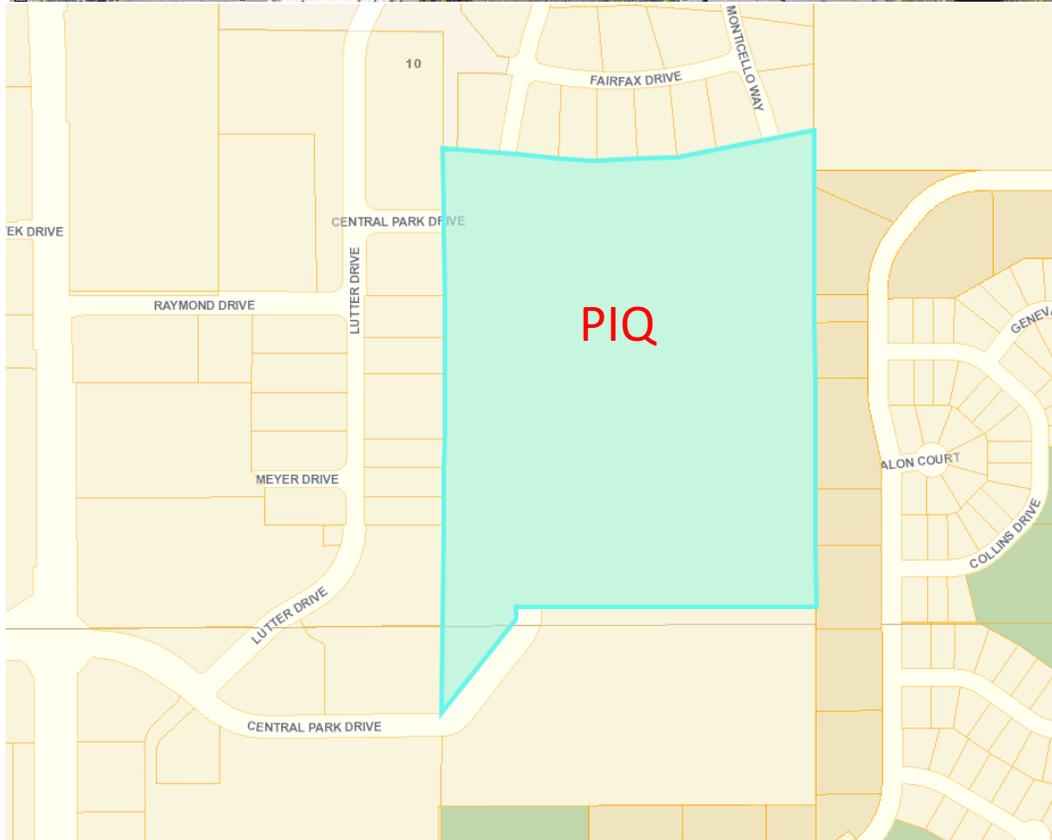
Date: 07/27/21

Recommended Conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
 - A. Application (Redwood USA LLC, dated 04/13/2021, received 04/20/2021)
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2. Landscape Plan/Tree Survey:
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 - B. Provide quantities of trees on the Tree Survey. Based on the quantities of trees and the Tree Preservation Section of the UDO, additional trees may be required.
 - C. **Work with staff to preserve the existing tree line along the north and east property lines to keep the natural buffer and supplement the area with new tree and shrub planting to enhance the proposed landscape buffers. (Amended by the PZC)**
 - D. Add shrubs and evergreen trees at the end of the drive aisles along the eastern property line for screening of headlights.
3. Architecture:
 - A. Work with staff on a way to break up the long rear facades of the five and six unit buildings.
 - B. Utilize premium vinyl siding, long runs and a thickness of .044 or greater to reduce waving/warping.
4. Site Plan:
 - A. Work with staff to incorporate additional amenities to the parklets, **including bike paths around the community. (Amended by the PZC)**
 - B. Provide a sidewalk access from the townhomes fronting Central Park Drive to the public sidewalk along Central Park Drive.
 - C. Provide a plat of dedication/vacation for the portion of right-of-way for Central Park Drive at the proposed connection location with approval from Continental Properties.
5. Work with staff to finalize easement locations for municipal utilities and resolve any conflicts between easements and landscaping.
6. Provide a photometric and lighting plan for Final Planned Unit Development that complies with the lighting requirements of the UDO.

7. The internal drive aisles shall be posted with "No Parking" signs.
8. Continue to work with the Fire Rescue Department on the design of the sprinkler system for the buildings or fire wall option.
9. Traffic/Future Roadway Improvements:
 - A. The petitioner must contribute their proportionate fair share of the construction costs for the improvements to Central Park Drive/ Lutter Drive (6.2% @ \$21,700), IL Route 31/James R. Rakow Road/Central Park Drive (2% @ \$7,000) and Three Oaks Road/Lutter Drive/Sands Road (4.3% @ \$86,693) based on the projected traffic volume increase for the proposed development as determined by the traffic impact study dated 16 June 2021 by Sam Schwartz.
 - B. The petitioner shall provide a Letter of Credit, Bond or Escrow payment for its share of the above mentioned improvements. Cost participation for off-site improvements will be calculated once final cost estimates have been provided based on the recommendation of the City's traffic engineering consultant as approved by the City's Director of Public Works. In the event that the final cost sharing amount is not determined prior to the time the petitioner is issued a building permit for the site, the petitioner shall provide a Letter of Credit, Bond or Escrow payment in an amount reasonably estimated by the Director of Public Works, by the issuance of a certificate of occupancy for any building on the site. Notwithstanding the foregoing, in the event that the petitioner executes an agreement (which shall be in a form reasonably satisfactory to the Director of Public Works and the City Attorney) to be recorded against the site that ensures the payment of the final cost-sharing amount by the petitioner or petitioner's successor in ownership, the requirement for a Letter of Credit, Bond or Escrow payment shall be waived.
10. The petitioner shall address all of the review comments and requirements of the Community Development, Public Works, Police and Fire Rescue Departments, as well as the City's stormwater consultant, Christopher B. Burke Engineering and traffic consultant, Sam Schwartz Engineering.

PIQ MAP – REDWOOD USA LLC
North of 1120 Central Park Drive



DRAFT

Ord. No. xxxx
File No. xxx



The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A PRELIMINARY PLANNED UNIT DEVELOPMENT AND A PRELIMINARY PLAT OF SUBDIVISION FOR A THREE-LOT SUBDIVISION AT THE NORTH 48 ACRES OF 1120 CENTRAL PARK DRIVE (LUTTER CENTER)

WHEREAS, pursuant to the terms of a Petition (File #PLN-2021-00057) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested the issuance of a Preliminary Planned Unit Development for a 305-unit residential rental townhome development and Preliminary Plat of Subdivision for a three-lot subdivision at the north 48 acres of 1120 Central Park Drive; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on July 2, 2021 in the Northwest Herald, held a public hearing at 7:00 p.m., on July 21, 2021 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Preliminary Planned Unit Development and Preliminary Plat of Subdivision, and

WHEREAS, on July 21, 2021, the Planning and Zoning Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as required by law and recommended to the Mayor and City Council of the City of Crystal Lake that the proposed Preliminary Planned Unit Development and Preliminary Plat of Subdivision, all as more specifically set forth in the minutes from the Planning and Zoning Commission in Case #PLN-2021-00057, dated as of July 21, 2021; and

WHEREAS, it is in the best interests of the CITY OF CRYSTAL LAKE that the Preliminary Planned Unit Development and Preliminary Plat of Subdivision for the north 48 acres of 1120 Central Park Drive 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: Preliminary Planned Unit Development for a 305-unit residential rental townhome development and Preliminary Plat of Subdivision for a three-lot subdivision at the north 48 acres of 1120 Central Park Drive (19-10-476-012) Crystal Lake, Illinois.

Section II: Said Preliminary Planned Unit Development and Preliminary Plat of Subdivision is issued with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
 - A. Application (Redwood USA LLC, dated 04/13/2021, received 04/20/2021)
 - B. Plat of Survey (Cemcon, Ltd, dated 04/15/2021, received 04/20/2021)
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2. Landscape Plan/Tree Survey:
 - A. Provide a list of quantities and species for the final landscape plan that comply with the minimum sizing requirements of the UDO.
 - B. Provide quantities of trees on the Tree Survey. Based on the quantities of trees and the Tree Preservation Section of the UDO, additional trees may be required.
 - C. Work with staff to preserve the existing tree line along the north and east property lines to keep the natural buffer and supplement the area with new tree and shrub planting to enhance the proposed landscape buffers.
 - D. Add shrubs and evergreen trees at the end of the drive aisles along the eastern property line for screening of headlights.

3. Architecture:
 - A. Work with staff on a way to break up the long rear facades of the five and six unit buildings.
 - B. Utilize premium vinyl siding, long runs and a thickness of .044 or greater to reduce waving/warping.

4. Site Plan:
 - A. Work with staff to incorporate additional amenities to the parklets, including bike paths around the community.

- B. Provide a sidewalk access from the townhomes fronting Central Park Drive to the public sidewalk along Central Park Drive.
 - C. Provide a plat of dedication/vacation for the portion of right-of-way for Central Park Drive at the proposed connection location with approval from Continental Properties.
5. Work with staff to finalize easement locations for municipal utilities and resolve any conflicts between easements and landscaping.
 6. Provide a photometric and lighting plan for Final Planned Unit Development that complies with the lighting requirements of the UDO.
 7. The internal drive aisles shall be posted with “No Parking” signs.
 8. Continue to work with the Fire Rescue Department on the design of the sprinkler system for the buildings or fire wall option.
 9. Traffic/Future Roadway Improvements:
 - A. The petitioner must contribute their proportionate fair share of the construction costs for the improvements to Central Park Drive/ Lutter Drive (6.2% @ \$21,700), IL Route 31/James R. Rakow Road/Central Park Drive (2% @ \$7,000) and Three Oaks Road/Lutter Drive/Sands Road (4.3% @ \$86,693) based on the projected traffic volume increase for the proposed development as determined by the traffic impact study dated 16 June 2021 by Sam Schwartz.
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 10. The petitioner shall address all of the review comments and requirements of the Community Development, Public Works, Police and Fire Rescue Departments, as well as the City’s stormwater consultant, Christopher B. Burke Engineering and traffic consultant, Sam Schwartz Engineering.

DRAFT

Ord. No. xxxx
File No. xxx

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

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

DATED at Crystal Lake, Illinois, this 3rd day of August, 2021.

City of Crystal Lake, an
Illinois municipal corporation

Haig Haleblian, MAYOR

SEAL

ATTEST:

Nick Kachiroubas, CITY CLERK

Passed: August 3, 2021

Approved: August 3, 2021



#2021-00057
Redwood USA Preliminary PUD/Plat
Project Review for Planning and Zoning Commission

<u>Meeting Date:</u>	July 21, 2021
<u>Request:</u>	1. Preliminary Planned Unit Development for a 305-unit residential rental townhome development and 2. Preliminary Plat of Subdivision for a 3-lot subdivision.
<u>Location:</u>	Part of 1120 Central Park Drive
<u>Acreage:</u>	48 acres
<u>Zoning:</u>	R-3B PUD – Multi-Family Residential Planned Unit Development
<u>Surrounding Properties:</u>	North: RE – Residential Estate South: R-3B PUD – Multi-Family Residential Planned Unit Development East: R-3 – Multi-Family Residential (Cary) West: B-2 – General Commercial Planned Unit Development
<u>Staff Contact:</u>	Katie Cowlin (815.356.3605)

Background:

- The proposed development is located at the northern portion of the multi-family area of the original Lutter Center PUD.
- The Lutter Center PUD and annexation agreement allowed for 600 townhome units on the 67 acre R-3B PUD property. In 2020, the agreement was amended to allow a 280-unit apartment development on the southern 19 acres.
- The petitioner is proposing a residential rental community consisting of 305 ranch townhome units.

Request:

- Preliminary PUD for a 305-unit rental townhome development,
- Preliminary Plat of Subdivision to create three lots, and
- Variations to allow:
 - A 24-foot front yard setback,
 - Growth management allowance, and

- Two freestanding signs with a variation for height and area for one sign.

Following the Preliminary PUD/Plat review the request would come back to the Planning & Zoning Commission and City Council for Final PUD/Plat approval. The Preliminary PUD/Plat approval provides the opportunity for a project to receive zoning entitlements and have the ability to address conditions of approval and make edits to the PUD plan for Final PUD approval.

Development Analysis:

LAND USE/ZONING

- The site is currently zoned R-3B PUD – Multi-Family Residential Planned Unit Development. This is the appropriate zoning district for a rental townhome development.
- The current Comprehensive Plan land use designation is High Density Residential. This is the appropriate land use designation for a rental townhome development.
- The property was previously granted Preliminary PUD for 600 townhome units on the full 67 acres. This approval was also grant through an annexation agreement, which is valid through 2025 and was extended through a development agreement to 2030.

SITE

- The proposed development would consist of pods of ranch townhome style units. The pods would range from four to six attached units. There would be a total of 305 units.
- The development complies with the dimensional requirements of the R-3B zoning district with the exception of the front yard setback.
 - The townhomes front Central Park Drive have a reduced setback of 25 feet instead of the 30-foot district standard.
- The proposed impervious surface coverage is 52.4%, which meets the zoning district requirement of 65%.
- The proposed net density is 6.73 dwelling units per acre for the rental townhome community. The R-3B zoning district allows for 9 dwelling units per acre.
- There are proposed parklets throughout the site which will provide open space for the residents. The parklets include gazebos, benches and little library boxes. There is room for added amenities to activate and enhance the parklets for the residents.

PARKING

- Per the UDO, 687 parking spaces would be required, the petitioner is providing the following parking options for a total of 1310 parking spaces:
 - Each unit has a 2-car garage
 - Each unit has a 21-foot “driveway” for guest parking

- An additional 90 guest parking spaces are located along the interior community drive aisles near the open spaces and mail kiosks

SITE LAYOUT – ACCESS

- Central Park Drive would be extended to the edge of the property line and connect to the current stubs.
- The interior community drive aisles are constructed of concrete and include a carriage walk. The total width of the community drive aisles are 26 feet to comply with the requirements of the Fire Rescue Department.
- The interior drive aisles would be posted with “No Parking” signs. Guest parking is provided in the driveways and guest parking spaces throughout the development.
- Sidewalks and paths are proposed throughout the site. The sidewalk crossings over the internal drive aisles are designated with striping to increase the visibility of the crossings.
- The townhome units are rentals and are not individually parceled like a traditional townhome. Therefore, the interior drive aisles are functioning like a parking lot drive aisle.
- A traffic impact study was completed by Sam Schwartz. The study found that the intersection of Central Park Drive, Lutter Drive and the entrance to the Walmart warrants improvements currently. Improvements to the Three Oaks Road and Lutter Drive intersection are also warranted. The City is planning traffic signals at both intersections. The development would need to provide their proportionate share of the improvements.

LANDSCAPING

- The townhome buildings are accented with foundation landscaping which includes shrubs and perennials. Trees are proposed along the drive aisles and between driveways.
- Street trees are provided along Central Park Drive.
- The petitioner is providing a 20-foot landscape buffer along the north property line and proposed added trees along the east property line for screening. The UDO does not require a landscape buffer between multi-family and attached single-family residential properties.

BUILDING ELEVATIONS

- The buildings are single-story and there are five model styles.
- The proposed color scheme is similar to The Springs by Continental Properties to the south. The complementary colors create a cohesive neighborhood design.
- The buildings fronting Central Park Drive have front elevations facing the street and the garage access is in the rear. This creates a pedestrian friendly feel to the street.
- The proposed elevations meet the design criteria for multifamily residential.
- The proposed building materials are stone and vinyl siding.
- The proposed architecture includes the following architectural accents:

- Dormers;
- Porch columns in the Craftsman’s style;
- Thick window trim;
- Varying styles of vinyl siding (horizontal and shake siding);
- Band boarding;
- Decorative garage doors in varying styles;
- Decorative gable vents; and
- Varying window sizes.

SIGNAGE

- There are two proposed freestanding signs for the development. The sign information and variations are listed below. Variations would be required for the main sign’s height and area. A variation would be required to allow two freestanding signs.

Sign	Quantity	Height	Area	Base
UDO Standard	1	4 ft.	16 square feet	Solid base at a minimum of 80% of the sign width
Main Entrance Freestanding Sign		Variation – 5.40 ft.	Variation – 40 square feet	Meets – over 100%
North Entrance Freestanding Sign	Variation	Meets – 3.9 ft.	Meets – 12.51 square feet	Meets – over 100%

Findings of fact:

PRELIMINARY PLANNED UNIT DEVELOPMENT

The petitioner is requesting approval of a Preliminary Planned Unit Development to allow the development of a 305-unit residential rental townhome community with variations. A Planned Unit Development is a Special Use and Special Uses require separate review because of their potential to impact surrounding properties and the orderly development of the City.

Section 2-400 B General Standards for all special uses in the Unified Ordinance establishes standards for all special uses in Crystal Lake. Briefly, the criteria are as follows:

1. The use is necessary or desirable, at the proposed location, to provide a service or facility which will further the public convenience and general welfare.
 Meets *Does not meet*

2. The use will not be detrimental to area property values.
 Meets *Does not meet*

- 3. The use will comply with the zoning districts regulations.
 Meets *Does not meet*
- 4. The use will not negatively impact traffic circulation.
 Meets *Does not meet*
- 5. The use will not negatively impact public utilities or municipal service delivery systems. If required, the use will contribute financially to the upgrading of public utilities and municipal service delivery systems.
 Meets *Does not meet*
- 6. The use will not negatively impact the environment or be unsightly.
 Meets *Does not meet*
- 7. The use, where possible will preserve existing mature vegetation, and provide landscaping and architecture, which is aesthetically pleasing, compatible or complementary to surrounding properties and acceptable by community standards.
 Meets *Does not meet*
- 8. The use will meet requirements of all regulating governmental agencies.
 Meets *Does not meet*
- 9. The use will conform to any conditions approved as part of the issued Special Use Permit.
 Meets *Does not meet*
- 10. The use will conform to the regulations established for specific special uses, where applicable.
 Meets *Does not meet*

In addition PUDs must also meet the standards in Section 4-500 C. Development Standards and 4-500 D. 1 Additional standards for Planned Unit Developments Residential PUDs.

- a. Location: A residential PUD can be located anywhere in the City, including any land proposed for annexation.
 Meets *Does not meet*
- b. Permissible uses: A mix of different residential dwelling types in proximity to each other is encouraged. Neighborhood commercial uses serving the development may be approved as part of a residential PUD where appropriate.
 Meets *Does not meet*
- c. Nonresidential uses: Any nonresidential use permitted in a residential PUD shall be compatible with the residential nature of the development. Parking areas which are intended to serve nonresidential uses shall be separated from those designed to serve residential areas. Unless commercial and residential uses are combined within a single structure, commercial uses shall be separated from dwelling units by a heavily landscaped buffer zone that meets the requirements of Section 4-400, Landscaping and screening standards.
 Meets *Does not meet*

d. Pedestrian paths: Pedestrian paths shall connect residential uses and nonresidential uses within a residential PUD.

Meets *Does not meet*

e. Growth management: A growth management schedule shall be provided to and approved by the City Council, which indicates the number and type of residential units to be constructed in each calendar year. The maximum number of units to be constructed shall be 25 residential units or 15% of the total number of residential units (including all phases of the proposal), whichever is greater, in any calendar year. The City Council with recommendations from the Planning and Zoning Commission, at final PUD approval can approve, deny or adjust the percentage of an increase in the number of units that can be built in one calendar year. The City Council and the Planning and Zoning Commission shall consider the following criteria in approving an increase in the number of units that can be built annually:

i. Advance dedication of school and park sites and advance payment of school, park and other impact fees;

Meets *Does not meet*

ii. Payment for installation of road impact improvements or fees applicable by law;

Meets *Does not meet*

iii. Smaller subdivisions which encourage in-filling within an established part of the community;

Meets *Does not meet*

iv. Completion of major and collector road networks and critical linkages in the street systems;

Meets *Does not meet*

v. Fulfill a need for various unit types and income levels such as low and moderate-income housing;

Meets *Does not meet*

vi. Provisions which satisfy needed public facilities;

Meets *Does not meet*

vii. Innovative architectural design, quality of exterior materials and creative use of landscaping;

Meets *Does not meet*

viii. Other criteria or extraordinary amenities, not listed above, which may meet the development goals of the City.

Meets *Does not meet*

PRELIMINARY PLANNED UNIT DEVELOPMENT – Planned Unit Development Variation

The petitioner is requesting approval of a Preliminary Planned Unit Development to allow variations for front yard setbacks, yard abutting residential and additional signage. The purpose of Planned Unit Developments is to encourage and allow more creative and imaginative design of land developments than is possible under district zoning regulations. Planned Unit Developments are, therefore, intended to allow substantial flexibility in planning and designing a proposal. This flexibility is often in the form of relief from compliance with conventional zoning ordinance site and design requirements which may otherwise require individual requests and applications for zoning variations.

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

Therefore more lenient site requirements may be granted where the Planned Unit Development contains features not normally required of traditional developments. Although a formal variation request is not required to be made in conjunction with a Planned Unit Development, staff identifies those aspects of the Planned Unit Development which effectively result in variations from UDO requirements. If the evidence is not found to justify these variations from the UDO that fact shall be reported to the City Council with a recommendation that the variations from the UDO which are proposed as part of the Planned Development be lessened or denied.

The Planned Unit Development Amendment proposed by the Petitioner includes the following variations from the UDO:

1. Article 3-200(A)(6) Front yard setback of 30 feet to allow 25 feet for townhomes fronting Central Park Drive.
2. Article 4-500(D)(1)(e) Growth management requirement of 25 residential units or 15% of the total number of residential units in a calendar year.
3. Article 4-1000(D)(2) Signs:
 - a. To allow a freestanding sign that is 5.4 feet in height and 40 square feet in area and
 - b. To allow two freestanding signs.

The proposed front yard setback for various pods of townhomes is 25 feet. The reduced setback is found along Central Park Drive. The elevations of these townhomes are front facing and have rear loaded garages, the reduced setback creates a pedestrian friendly design.

The growth management section of the residential planned unit development section of the UDO is geared towards single-family detached housing developments. Multi-family apartments and townhome developments require a waiver of this requirement.

The main entrance sign exceed the UDO standards for multi-family residential signs for height and area. The most recent residential signs (Continental and Woodlore Estates also received sign variations). The proposed second freestanding sign is located at the second access point along

Central Park Drive. The second sign is reduced in height and area and meets the UDO standards for multi-family signs.

PRELIMINARY PLAT OF SUBDIVISION

The petitioner is requesting a Preliminary Plat of Subdivision for Redwood of Crystal Lake. The subdivision is a three lot subdivision to divide the 48 acres into three areas for construction, the parcels will remain under common ownership.

- a) Promote the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of the City by providing for the orderly growth and development of the City;
 Meets *Does not meet*

- b) Coordinating streets and roads within proposed subdivisions with the City's planned street system, and with other public facilities;
 Meets *Does not meet*

- c) Providing right-of-way easements for streets and utilities;
 Meets *Does not meet*

- d) Avoiding congestion and overcrowding, and encouraging the proper arrangement of streets in relation to existing or planned streets;
 Meets *Does not meet*

- e) Ensuring there is adequate open space and recreation facilities to serve development;
 Meets *Does not meet*

- f) Ensuring there is proper recordation of landownership records;
 Meets *Does not meet*

- g) Installation of any public improvements including water, sewer, storm sewer or detention, parkway trees, and sidewalks;
 Meets *Does not meet*

- h) Burial of overhead utility lines and all new lines and services in appropriate easements; and
 Meets *Does not meet*

- i) Ensuring the provision of such other matters as the City Council may deem necessary in order to protect the general health, safety, and welfare of the City
 Meets *Does not meet*

Comprehensive Land Use Plan 2030 Vision Summary Review:

The Comprehensive Plan designates the subject property as Urban Residential, which allows for existing and future single-family residential uses. The following goal is applicable to this request:

Land Use - Residential

Goal: Encourage a diversity of high quality housing in appropriate locations throughout the city that supports a variety of lifestyles and invigorates community character.

This can be accomplished with the following supporting action:

Supporting Action: Preserve and enhance the character and livability of existing residential area with architectural and development guidelines. Promote safe, clean and well-maintained housing by encouraging regular repair and maintenance of housing.

Recommended Conditions:

If a motion to recommend approval of the petitioner's request is made, the following conditions are recommended:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
 - A. Application (Redwood USA LLC, dated 04/13/2021, received 04/20/2021)
 - B. Plat of Survey (Cemcon, Ltd, dated 04/15/2021, received 04/20/2021)
 - C. Preliminary Plat of Subdivision (Cemcon, Ltd, dated 06/11/2021, received 06/16/2021)
 - D. Preliminary Site Plan (Cemcon, Ltd, dated 07/15/2021, received 07/16/2021)
 - E. Preliminary Engineering Plan (Cemcon, Ltd, dated 06/11/2021, received 06/16/2021)
 - F. Sight Line Exhibit (Cemcon, Ltd, dated 06/11/2021, received 06/16/2021)
 - G. Preliminary Stormwater Management Report (Cemcon, Ltd, dated 06/18/2021, received 06/18/2021)
 - H. Preliminary Sign Plan (CT Consultants, dated 04/30/2021, received 06/16/2021)
 - I. Preliminary Landscape Plan (CT Consultants, dated 04/30/2021, received 06/16/2021)
 - J. Colored Renderings (MPG Architects, dated 04/16/2021, received 06/16/2021)
 - K. Preliminary Elevations (MPG Architects, dated 06/16/2021, received 06/16/2021)
 - L. Preliminary Tree Survey (Gary R Weber Associates, Inc., dated 05/26/2019, received 06/16/2021)
 - M. Traffic Study (Sam Schwartz Engineering, dated 06/16/2021)
2. Landscape Plan/Tree Survey:
 - A. Provide a list of quantities and species for the final landscape plan that comply with the minimum sizing requirements of the UDO.
 - B. Provide quantities of trees on the Tree Survey. Based on the quantities of trees and the Tree Preservation Section of the UDO, additional trees may be required.
 - C. Preserve the existing tree line along the north and east property lines to keep the natural buffer and supplement the area with new tree and shrub planting to enhance the proposed landscape buffers.
 - D. Add shrubs and evergreen trees at the end of the drive aisles along the eastern property line for screening of headlights.
3. Architecture:
 - A. Work with staff on a way to break up the long rear facades of the five and six unit buildings.

- B. Utilize premium vinyl siding, long runs and a thickness of .044 or greater to reduce waving/warping.
4. Site Plan:
- A. Work with staff to incorporate additional amenities to the parklets.
 - B. Provide a sidewalk access from the townhomes fronting Central Park Drive to the public sidewalk along Central Park Drive.
 - C. Provide a plat of dedication/vacation for the portion of right-of-way for Central Park Drive at the proposed connection location with approval from Continental Properties.
5. Work with staff to finalize easement locations for municipal utilities and resolve any conflicts between easements and landscaping.
6. Provide a photometric and lighting plan for Final Planned Unit Development that complies with the lighting requirements of the UDO.
7. The internal drive aisles shall be posted with “No Parking” signs.
8. Continue to work with the Fire Rescue Department on the design of the sprinkler system for the buildings or fire wall option.
9. Traffic/Future Roadway Improvements:
- A. The petitioner must contribute their proportionate fair share of the construction costs for the improvements to Central Park Drive/ Lutter Drive (6.2% @ \$21,700), IL Route 31/James R. Rakow Road/Central Park Drive (2% @ \$7,000) and Three Oaks Road/Lutter Drive/Sands Road (4.3% @ \$86,693) based on the projected traffic volume increase for the proposed development as determined by the traffic impact study dated 16 June 2021 by Sam Schwartz.
 - B. The petitioner shall provide a Letter of Credit, Bond or Escrow payment for its share of the above mentioned improvements. Cost participation for off-site improvements will be calculated once final cost estimates have been provided based on the recommendation of the City’s traffic engineering consultant as approved by the City’s Director of Public Works. In the event that the final cost sharing amount is not determined prior to the time the petitioner is issued a building permit for the site, the petitioner shall provide a Letter of Credit, Bond or Escrow payment in an amount reasonably estimated by the Director of Public Works, by the issuance of a certificate of occupancy for any building on the site. Notwithstanding the foregoing, in the event that the petitioner executes an agreement (which shall be in a form reasonably satisfactory to the Director of Public Works and the City Attorney) to be recorded against the site that ensures the payment of the final cost-sharing amount by the petitioner or petitioner’s successor in ownership, the requirement for a Letter of Credit, Bond or Escrow payment shall be waived.
10. The petitioner shall address all of the review comments and requirements of the Community Development, Public Works, Police and Fire Rescue Departments, as well as the City’s stormwater consultant, Christopher B. Burke Engineering and traffic consultant, Sam Schwartz Engineering.

City of Crystal Lake Development Application

Office Use Only File # _____

Project Title: Redwood Crystal Lake

Action Requested

- | | |
|---|--|
| <input type="checkbox"/> Annexation | <input checked="" 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: Redwood USA LLC (Kellie Mclvor)
Address: 7007 E. Pleasant Valley Rd
Independence, OH 44131
Phone: 216-254-8425
Fax: _____
E-mail: kmcivor@byredwood.com

Owner Information (if different)

Name: Chicago Title and Trust Land Trust Company as Trustee under Trust No. 8002363049
Address: 104 S. Wynstone Park Dr.
Barrington, IL 60010
Phone: _____
Fax: _____
E-mail: _____

Property Information

Project Description: Two bedroom, two bathroom, ranch style apartment homes with 2 car attached garages with every unit.

Project Address/Location: James R Rakow Rd. behind the Walmart

PIN Number(s): 19-10-476-011

Development Team

Please include address, phone, fax and e-mail

Developer: Redwood USA LLC

Architect: James Keys - MPG Architects

Attorney: Erin Bowen Welch - Dawda Mann PLC

Engineer: Kevin Serafin - CEMCON LTD.

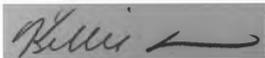
Landscape Architect: Rich Washington - CT Consultants Inc.

Planner: Mike Schoppe - Schoppe Design Associates Inc.

Surveyor: CEMCON LTD.

Other: _____

Signatures

Kellie McIvor 

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

Date

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



OWNER: Print and Sign name WADE LIGHT

Date

4/13/21

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.

REDWOOD USA

April 19, 2021

Katie Cowlin
Community Development
City of Crystal Lake
100 West Woodstock Street
Crystal Lake, Illinois 60014

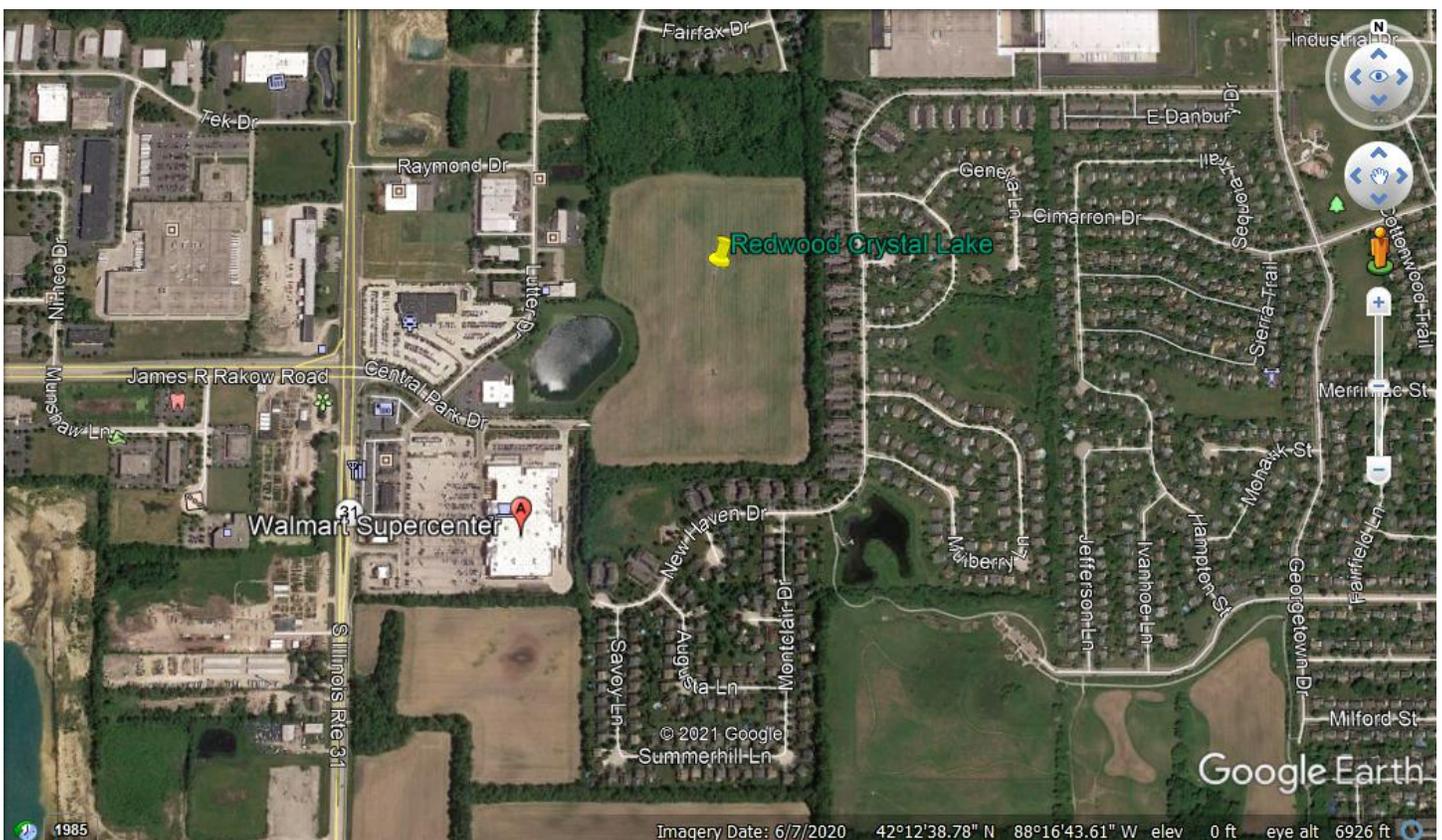
Subject: Development Application for PUD – Preliminary and Plat of Subdivision – Preliminary for a neighborhood of single-story, attached apartment townhomes (the “Project”) on approximately 45 acres situated northeast of the intersection of James R. Rakow Road and South Illinois Route 31, Crystal Lake, Illinois, Parcel Number 19-10-476-011 (“Property”)

Dear Ms. Cowlin,

Please find enclosed materials related to a Petition for a Planned Unit Development and Preliminary Plat regarding the Property. The application proposes a neighborhood of single-story, attached apartment townhomes.

The Property

The Property is located on approximately 45 acres situated northeast of the intersection of James R. Rakow Road and South Illinois Route 31:



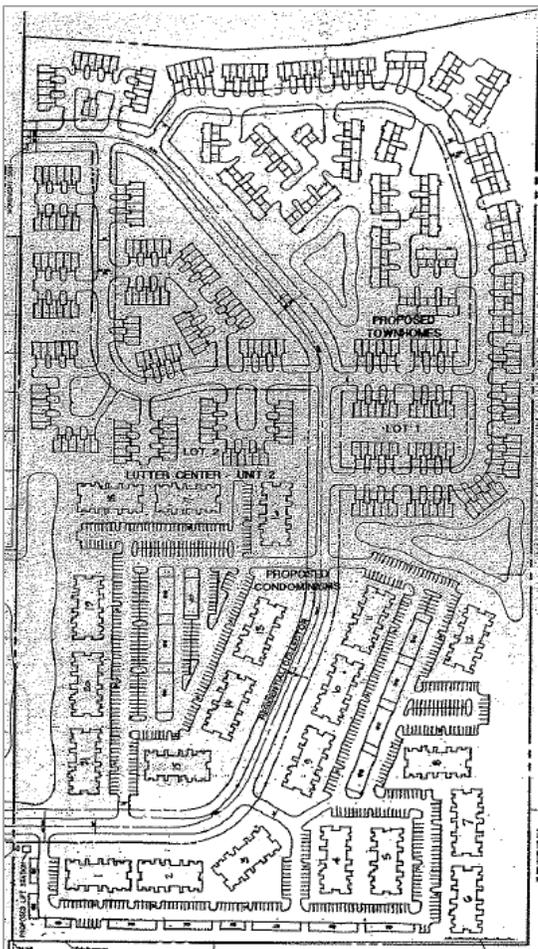
REDWOOD USA

Alignment with Current Zoning

The City Zoning Map shows the current zoning below. The Property is indicated by the blue star:



The Property was zoned under an Annexation Agreement recorded by the McHenry County Recorder on February 10, 2006 as Instrument No. 2006R0009819, as amended (collectively, the “Annexation Agreement”). Under this agreement, the Property is zoned R-3B PUD (Planned Unit Development) with an allowance for 600 multi-family townhomes. The Redwood neighborhood proposes 305 multi-family townhomes and a leasing office:



Approved Neighborhood

- 320 townhomes, 15 more than Redwood proposes
- Density = 7.06 u/a (.33 u/a more than Redwood proposes)
- All multi-story homes
- No park area green space
- Public road connecting Central Park Drive & Lutter Drive

REDWOOD USA

Redwood has designed the site almost identically to the current approved plan, keeping the public road connection and community-centered development while improving upon density and green space:

Proposed Neighborhood:

- ✓ 305 homes, 15 fewer than allowed
- ✓ Density = 6.73 u/a (.33 u/a fewer than permitted)
- ✓ All single-story homes vs multi-story in approved plan
- ✓ Three parklet green spaces
- ✓ Public road connecting Central Park Drive and Lutter Drive



REDWOOD

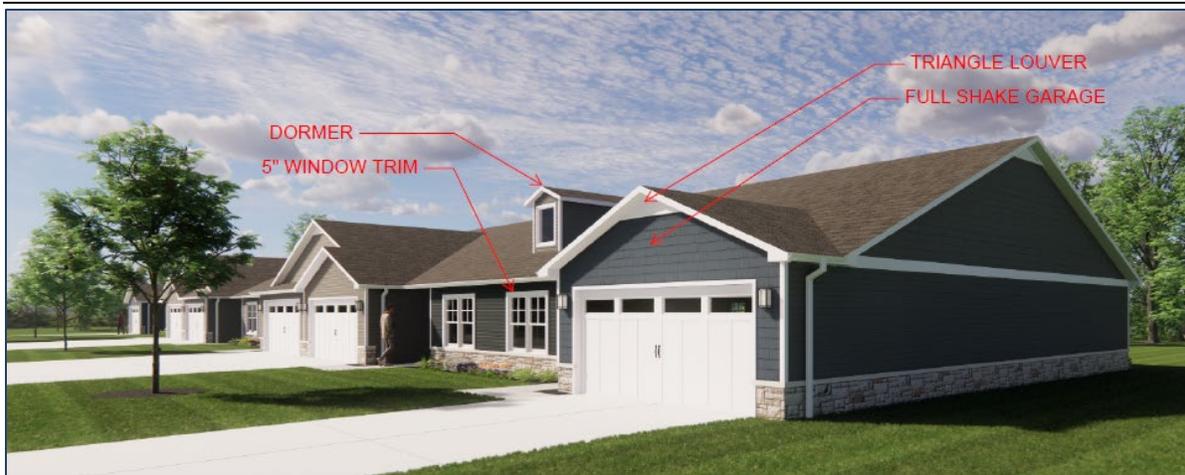
USA

The Annexation Agreement included approved elevations, with two-story buildings; roofline variation, including the use of dormers; a mix of window trim and shutters, and some stone accents on front elevations:



REDWOOD USA

Redwood proposes apartment homes that continue the variation in roof lines with raised heel trusses and dormers and the mix window treatments. Then, it improves on the current approved elevations, with all single-story living, upgraded garage doors, and a cohesive blend of stone and shake accents:



REDWOOD

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Alignment with the Comprehensive Plan: Importance of Multifamily Housing

The *Crystal Lake Comprehensive Plan* recognizes that *[m]ultifamily housing is important because it provides an alternative housing option... ideal to integrate within commercial projects. Multifamily housing can be located closer to business zoned properties allowing residents better access to jobs, services, retail goods, and transportation services.*

The proposed Redwood neighborhood aligns with this ideal. It provides a medium-density multifamily neighborhood within a PUD that was expressly created for multifamily use, near to a busy retail area that includes a WalMart Supercenter and the Central Park Place shopping area.

Nature of the Use/Who Is Redwood?

Redwood builds, and then owns and manages, single-story apartment neighborhoods across the Midwest and southern states. Redwood owns and manages over 13,000 apartment homes in Michigan, Ohio, Indiana, North Carolina, South Carolina, Kentucky, and Iowa. **Redwood owns and manages every apartment home it has ever built.** As such, Redwood will continue to own and manage the proposed neighborhood in Crystal Lake, including all private drive aisles, open space, and common areas.

All Redwood neighborhoods are privately financed and leased at market-rate.

About the Proposed Redwood Neighborhood/Scope of Development

Redwood builds one thing only: single-story, market-rate apartment homes, each with two bedrooms, two baths, a 2-car driveway, a patio, and an attached 2-car garage. Redwood apartment homes are a home replacement. They are designed to attract residents who *rent by choice*.

All Redwood homes are stick construction and built to single family home standards, with high levels of energy efficiency (high HERS ratings on blower door tests, Energy Star-rated windows, appliances, and low flow plumbing fixtures; high efficiency HVAC units). Because Redwood owns and manages its neighborhoods, quality, long-lasting construction materials and processes are integral to its long-term asset management program.

The proposed neighborhood in Crystal Lake will be built in three consecutive phases.

About Redwood's Private Drive Aisles

Redwood intends to build and dedicate the public road connecting Central Park and Lutter Drives. All other drive aisles in the neighborhood will be private. Redwood will maintain those drive aisles.

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Because Redwood will own and manage its Crystal Lake neighborhood in perpetuity, its private drive aisles are built with an eye toward long-term asset management. The detail, shown on the engineering plans enclosed with this submittal, are concrete-- designed to last. The drive aisle plans are all subjected to an autoturn analysis to ensure that emergency vehicles have adequate turn radii.

The private drive aisle will be 22' wide, with an accessible, integrated sidewalk on one side. Redwood will control on-site traffic and parking in several ways. First, Redwood provides ample off-street parking for its residents. Each apartment home offers four parking spaces exclusive to that home-- two in the garage and two in the driveway.

Second, Redwood provides additional off-street parking throughout the site. The current plan shows 80 off-street parking spaces in addition to the 1,220 unit-related parking spaces (2 in each drive, 2 in each garage), for a total of 1,300 parking spaces in the neighborhood.

Third, Redwood prohibits resident and guest on-street parking in each resident's lease and addendum. The penalty is towing and is called out in the lease. All resident vehicles must be registered with the leasing office.

Fourth, Redwood posts speed limits of 13 mph. Redwood neighborhoods mandate a low speed limit that encourages thoughtful driving.

In all, the prohibition of on-street parking, adequate off-street parking, low speed limit, and drive aisle width all work together to encourage responsible and slow driving in Redwood neighborhoods. Concrete construction creates a solid, long-lasting drive aisle network. Through thoughtful design, strong lease provisions, and a strong, on-site management presence, Redwood engenders safe, enduring egress through its neighborhoods.

What Can Redwood Bring to Crystal Lake?

Redwood can provide an age-in-place solution for Crystal Lake residents. Forty-five percent of the population in the Project area is in the 45 year+, empty-nester age group, indicating a housing need for residents whose children are grown; and who are ready to move on from the tax and maintenance burdens of single family homeownership:

REDWOOD USA

31 East St Crystal Lake, IL 60014						
	1 mi radius		3 mi radius		5 mi radius	
Total Age Distribution (2020)						
Total Population	5,426		45,183		128,764	
Age Under 5 Years	286	5.3%	2,240	5.0%	6,394	5.0%
Age 5 to 9 Years	404	7.4%	2,615	5.8%	7,684	6.0%
Age 10 to 14 Years	430	7.9%	3,096	6.9%	9,267	7.2%
Age 15 to 19 Years	397	7.3%	3,161	7.0%	9,204	7.1%
Age 20 to 24 Years	297	5.5%	2,984	6.6%	7,880	6.1%
Age 25 to 29 Years	280	5.2%	2,893	6.4%	7,548	5.9%
Age 30 to 34 Years	315	5.8%	2,592	5.7%	7,135	5.5%
Age 35 to 39 Years	372	6.9%	2,641	5.8%	7,609	5.9%
Age 40 to 44 Years	349	6.4%	2,685	5.9%	8,112	6.3%
Age 45 to 49 Years	396	7.3%	3,154	7.0%	9,574	7.4%
Age 50 to 54 Years	434	8.0%	3,665	8.1%	10,411	8.1%
Age 55 to 59 Years	395	7.3%	3,798	8.4%	10,754	8.4%
Age 60 to 64 Years	317	5.8%	3,049	6.7%	8,816	6.8%
Age 65 to 69 Years	260	4.8%	2,270	5.0%	6,576	5.1%
Age 70 to 74 Years	184	3.4%	1,660	3.7%	4,612	3.6%
Age 75 to 79 Years	164	3.0%	1,272	2.8%	3,329	2.6%
Age 80 to 84 Years	96	1.8%	744	1.6%	1,997	1.6%
Age 85 Years or Over	52	0.9%	668	1.5%	1,862	1.4%
Total:		42.3%		44.9%		45.0%

*REGIS Demographic Profile, January 25, 2021

The Project aligns with this need. Across Redwood’s 13,000+ unit portfolio, approximately 70% of its residents are empty-nesters, with an average age in the early 50s. Most residents come from within a 3-mile radius of the neighborhood. FHA-compliant in all its rental practices, Redwood is experienced and successful at providing attractive, thriving age-in-place neighborhoods for municipalities.

Redwood neighborhoods are not age restricted. Instead, they are built in a way that is tried-and-tested attractive to people looking to age in place. For example, Redwood apartment homes have zero entry from the attached garage into the kitchen. Doors have lever handles instead of doorknobs. Baths are plumbed for grab bars. There are no high HOA fees or bloated maintenance fees built into the rent. These amenities, along with the high service level Redwood provides, make Redwood neighborhoods very attractive to empty-nesters who choose to age-in-place in an open-age neighborhood while providing flexibility to respond nimbly to population and market changes.

Why Do Redwood Residents Make Great Neighbors?

As mentioned above, most residents come from within a 3-mile radius of the neighborhood. They are already great neighbors with history and personal investment in Crystal Lake.

Additionally, Redwood utilizes strong approval criteria for every applicant. With no exception, each applicant over 18 years of age is subject to credit, criminal, and rental history background checks. Every adult who lives in a Redwood apartment home must go through the background checks; meaning, for example, if two applicants would like to live in an apartment together, both must apply and satisfy background check criteria. If an applicant has multiple DUIs in a given time period, Redwood will not lease to him. If an applicant has *any* assault conviction at *any* time, Redwood will not lease to her. The consistent application of strict approval criteria allows Redwood to control the make-up of its neighborhoods in a way that single family HOAs without rental restrictions in their covenants cannot.

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Redwood prides itself on its tight, close property management. The majority of Redwood neighborhoods have a live-in leasing professional and live-in maintenance technician. On-site staff help assure a high-quality living experience for its residents and a long-term premium product for its investors.

How Many School-Aged Children Will Live in the Proposed Neighborhood?

Based on historical data from its portfolio of 13,000+ apartment homes, Redwood expects that 34 school-age children will live in its Crystal Lake neighborhood. Across its portfolio, typically:

- 7 ½% apartment homes in any neighborhood will house school-age children.
- Those apartment homes with children contain 1 ½ children each.
- Thus, every 100 apartment homes in a Redwood neighborhood will house approximately 11 school-age children.

Redwood's Crystal Lake neighborhood plan proposes 305 apartment homes. Using the calculation above, Redwood expects to see 34 children in its Crystal Lake neighborhood. This includes children from elementary school through high school.

When reviewing this number, it's important to consider general demographics of a Redwood neighborhood. Across Redwood's 13,000+ unit portfolio, approximately 70% of its residents are empty-nesters, with an average age in the early 50s. Most residents come from within a 3-mile radius of the neighborhood. Redwood averages 1.65 residents per apartment home. Accordingly, most Redwood residents do not have school age children living with them. For those that do, it's Redwood's experience that those children are already enrolled in the school district.

Where Can One Visit an Existing Redwood Neighborhood?

Nearby Fort Wayne, Indiana is home to four Redwood neighborhoods:

- Redwood at Fort Wayne Brafferton Parkway, 14134 Brafferton Parkway, Fort Wayne, IN 46814
- Redwood at Fort Wayne Cowen Place, 1208 Cowen Place, Fort Wayne, IN 46825
- Redwood at Fort Wayne Frost Grass Drive, 4021 Frost Grass Drive Fort Wayne, IN 46845
- Redwood at Fort Wayne Kinzie Court, 5450 Kinzie Court, Fort Wayne, IN 46835

You can preview all existing Redwood neighborhoods at www.byredwood.com, and virtually tour its apartment homes at https://www.youtube.com/channel/UCkm7Biar4V_dW00xRovr5pA.

REDWOOD

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Conclusion

Crystal Lake and Redwood are a great fit. Crystal Lake's demographics, amenities, and community-feel match well with a typical Redwood neighborhood. In turn, Redwood can offer Crystal Lake owner-managed, market rate, multi-family housing that enhances the current approved plan. Redwood also provides Crystal Lake a distinctive choice for its residents to age in place, remaining rooted in the City long into active adult life. I respectfully submit this application. I welcome any questions or feedback you may have about this application and look forward to the process of becoming part of Crystal Lake.

Yours,

Kellie McIvor



**CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, JULY 21, 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, Gronow, Jouron, Repholz, Skluzacek, and Greenman were present.

Katie Cowlin, Assistant City Planner, Abby Wilgreen, City Engineer and Sara Disney Haufe, Senior Associate & Director of Traffic Engineering at Sam Schwartz Engineering 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.

APPROVE MINUTES OF THE JULY 7, 2021 PLANNING AND ZONING COMMISSION MEETING

Mr. Jouron moved to approve the minutes from the July 7, 2021 regular Planning and Zoning Commission meeting as presented. Mr. Esposito seconded the motion. On roll call, members Atkinson, Esposito, Gronow, Jouron, Repholz, Skluzacek, and Greenman voted aye. Motion passed.

2021-57 (PART OF 1120 CENTRAL PARK DRIVE) – PRELIMINARY PUD & PLAT OF SUBDIVISION – PUBLIC HEARING

Preliminary Planned Unit Development for a 305-unit residential rental townhome development and Preliminary Plat of Subdivision for a 3-lot subdivision.

Kellie McIvor, Redwood, Kevin Serafin, Cemcon and Carrie Hansen, Schoppe Design Associates were present to represent the request.

Ms. McIvor reviewed the request and discussed Redwood's history. Redwood only builds these types of neighborhoods and focuses on core values of providing a quiet living community. Redwood is a neighborhood management company and does not flip developments. They have over 13,000 apartment homes occupied since starting in 2014. All apartments are FHA and ADA compliant so residents can age in place. The majority of the residents in a Redwood community come from a three mile radius of the development, so they are already people who live, work and volunteer in the area. The units are maintenance free and it is anticipated that the rent will be approximately \$2,300 a unit. There is a strict vetting process for the residents which includes a background check. Redwood also partners with a company to oversee the care and replacement of trees within the community. This allows for continued replacement of trees if they were

to get damaged or die. Redwood is a privately financed company and continues to invest into upgraded furnishing for the units. The units have a “condo feel”.

Regarding the project proposal, the plan meets the density and setback requirements of the annexation agreement. There is a variation for the front yard setback from the public street for the units front Central Park Drive since they do not meet the UDO standards. The setbacks from the residential to the north and east are compliant with the code and there is a 20-foot landscape buffer along the north property line.

Ms. McIvor reviewed the recommended conditions of approval and only had a concern with 2.c. regarding preserving the existing tree line. The trees are low quality such as Buckthorn and Boxelder trees. They would be comfortable working with staff on the tree line during the final planned unit development process.

Ms. Cowlin provided a final summary of the request and pointed to the recommended conditions of approval. Ms. Cowlin described the required off-site improvements for the proposed development, which include a contribution to the planned traffic signals at Three Oaks Road/Lutter Drive and Central Park Drive/Lutter Drive with the interconnect to Rakow Road/Route 31 intersection.

The Chairman opened the public hearing.

James Hursh, 7610 E. Monticello Way, shared that he was pleased there was not a roadway connection to their single-family neighborhood. He wanted to share his support for his neighbors for increased screening along the property line. Overall, the single-story is good and the only concern is the setbacks from the north property line and how it would affect the value of their properties.

David Morris, 4309 Fairfax Drive, thanked the petitioner for meeting with them on the property prior to the public hearing and they are delightful people. Mr. Morris shared he has lived in the Monticello neighborhood for 30 years and seen development proposals come through. They are not NIMBY people, but want a greater setback and a good buffer that is greater than the ordinance minimum. Mr. Morris stated he met with city staff and thought the units may be able to shift south more to help increase the setback. Mr. Morris requests a solid delineation between the single-family neighborhood and the rental community.

There was no one else in the public wishing to speak on the agenda item. The public hearing was closed.

Mr. Jouron asked if there were sidewalks. Ms. McIvor stated there were sidewalks on both sides of the public street and a sidewalk along one side of the internal drive aisles. The internal drive aisles are a continuous concrete so that someone in a wheelchair could travel the whole community.

Mr. Jouron requested a description of the planned open space. Ms. McIvor described the open parklets, benches, gazebos, “Little Libraries” and that a pet wash station would be located at the leasing office.

Mr. Gronow clarified that there are some front loading garages and some rear loading garages. Mr. Gronow asked for a description of the units. Ms. McIvor stated the units range from 1,200-1,700 square feet and all

are two bedroom/two bathroom units with two-car garages. The units for Crystal Lake have higher quality materials and colors than other communities. There is a greater stone usage and the colors will complement The Springs development to the south.

Ms. Repholz asked about the number of models and groupings of units. Ms. McIvor clarified that there are five models and they range from four to six attached units. There is different articulations between the models, some have horizontal lap siding, board & batten, shake siding, accents of stone, dormers and hip roofs. There is also a model with front porches facing the public street and a model with a sunroom off the side of the end units.

Mr. Esposito stated this is a different style of living in a suburban area. There is a missing feeling of a sense of place for the community. The parks are not activated with amenities or bike paths and those ideas should be explored. If a resident wanted to have a party, the small rear porch may not be big enough, there should be a pavilion within the park area. The buffers are also important and there should be a greater buffer between the estate lot subdivision and the proposed project. The rear of the units could also be broken up more architecturally, they are very plain. Mr. Esposito summarized his thoughts and felt a walking/bike path would benefit the community since the average age of the residents is still very active and break-up the rear elevations that face residential. Lastly, traffic is going to increase in the area with this development, the other residential and the hospital. The traffic signals are needed as soon as possible. New housing is a good thing for Crystal Lake and continue to work on these items.

Ms. McIvor commented that there was a traffic study done for this development and that they have had certified traffic counts done in their existing communities. Overall, there will be a lesser amount of trips generated from this community than a typical townhome community. Ms. McIvor also acknowledged that there are requests from the neighbors to explore a berm option or increased landscaping for the buffering. They will look into those requests. In the other Redwood communities, the occupancy rate is 94-96% and the residents all enjoy a quitter neighborhood. They purposely do not over amenitize the parks so they stay passive in nature.

Mr. Atkinson stated he shared the same thoughts and comments as Mr. Esposito. The back of the buildings could be better. A berm would be great and pick healthy tree species. The traffic is bad right now around the Walmart and any added traffic will make it more intense.

Mr. Skluzacek agreed with the other comments from the commission. The architecture of the front of the units is nice, but the rear elevations could be better when they face another home.

Mr. Greenman summarized the comments from the commission – traffic, buffering, working with the neighbors and an enhanced rear elevation were the items discussed. Mr. Greenman asked if a maintenance worker lived on-site and about sub-leasing. Ms. McIvor shared in 60% of their communities the maintenance staff does live on-site, it just depends on who is hired and if they want to move into the community. The maintenance worker would be there six days a week and on call 24/7 either way. They do not allow sub-leasing and if a resident is caught doing it then they would be evicted.

Mr. Greenman expressed there is a need for a greater sense of community and more amenities. He is also concerned about the traffic issues in the area.

Ms. McIvor shared they have received positive feedback from their other communities about the quiet neighborhood. There are gazebos, sidewalks throughout the property and benches proposed. The rear private patios are 10 feet by 10 feet and residents cannot store items or junk. They cannot add permanent features to the patio areas either so they will remain neat.

Ms. Wilgreen provided an update on the city's plans for the intersection improvements. They are all in the five-year plan and she is starting the engineering for the Central Park Drive/Lutter Drive intersection this year. The signal will require an interconnect with Rakow Road/Route 31 so they need to work with IDOT.

Mr. Greenman asked about the buildout timeline for Redwood. Ms. McIvor stated it should take between four and five years to complete construction. The first phase would be infrastructure (six months), then 6-8 units per month in three phases.

Mr. Greenman reiterated the importance of addressing the existing traffic concerns and staying on track with the improvements. Ms. Disney Haufe confirmed the traffic study process and data. Ms. Disney Haufe state the traffic can be accommodated with the proposed improvements.

There was a short discussion on whether the petitioner should send money on rear elevation enhancements or allocate those funds to increase the buffer. The commission felt both items needed to be addressed.

Mr. Esposito made a motion to approve the Preliminary Planned Unit Development for a 305-unit residential rental townhome development and Preliminary Plat of Subdivision for a 3-lot subdivision at the north 48 acres of 1120 Central Park Drive with modifications.

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
 - A. Application (Redwood USA LLC, dated 04/13/2021, received 04/20/2021)
 - B. Plat of Survey (Cemcon, Ltd, dated 04/15/2021, received 04/20/2021)
 - C. Preliminary Plat of Subdivision (Cemcon, Ltd, dated 06/11/2021, received 06/16/2021)
 - D. Preliminary Site Plan (Cemcon, Ltd, dated 07/15/2021, received 07/16/2021)
 - E. Preliminary Engineering Plan (Cemcon, Ltd, dated 06/11/2021, received 06/16/2021)
 - F. Sight Line Exhibit (Cemcon, Ltd, dated 06/11/2021, received 06/16/2021)
 - G. Preliminary Stormwater Management Report (Cemcon, Ltd, dated 06/18/2021, received 06/18/2021)
 - H. Preliminary Sign Plan (CT Consultants, dated 04/30/2021, received 06/16/2021)
 - I. Preliminary Landscape Plan (CT Consultants, dated 04/30/2021, received 06/16/2021)
 - J. Colored Renderings (MPG Architects, dated 04/16/2021, received 06/16/2021)
 - K. Preliminary Elevations (MPG Architects, dated 06/16/2021, received 06/16/2021)
 - L. Preliminary Tree Survey (Gary R Weber Associates, Inc., dated 05/26/2019, received 06/16/2021)

M. Traffic Study (Sam Schwartz Engineering, dated 06/16/2021)

2. Landscape Plan/Tree Survey:

- A. Provide a list of quantities and species for the final landscape plan that comply with the minimum sizing requirements of the UDO.
- B. Provide quantities of trees on the Tree Survey. Based on the quantities of trees and the Tree Preservation Section of the UDO, additional trees may be required.
- C. **Work with staff to preserve the existing tree line along the north and east property lines to keep the natural buffer and supplement the area with new tree and shrub planting to enhance the proposed landscape buffers. (Amended by the PZC)**
- D. Add shrubs and evergreen trees at the end of the drive aisles along the eastern property line for screening of headlights.

3. Architecture:

- A. Work with staff on a way to break up the long rear facades of the five and six unit buildings.
- B. Utilize premium vinyl siding, long runs and a thickness of .044 or greater to reduce waving/warping.

4. Site Plan:

- A. Work with staff to incorporate additional amenities to the parklets, **including bike paths around the community. (Amended by the PZC)**
- B. Provide a sidewalk access from the townhomes fronting Central Park Drive to the public sidewalk along Central Park Drive.
- C. Provide a plat of dedication/vacation for the portion of right-of-way for Central Park Drive at the proposed connection location with approval from Continental Properties.

5. Work with staff to finalize easement locations for municipal utilities and resolve any conflicts between easements and landscaping.

6. Provide a photometric and lighting plan for Final Planned Unit Development that complies with the lighting requirements of the UDO.

7. The internal drive aisles shall be posted with “No Parking” signs.

8. Continue to work with the Fire Rescue Department on the design of the sprinkler system for the buildings or fire wall option.

9. Traffic/Future Roadway Improvements:

- A. The petitioner must contribute their proportionate fair share of the construction costs for the improvements to Central Park Drive/ Lutter Drive (6.2% @ \$21,700), IL Route 31/James R. Rakow Road/Central Park Drive (2% @ \$7,000) and Three Oaks Road/Lutter Drive/Sands Road (4.3% @

\$86,693) based on the projected traffic volume increase for the proposed development as determined by the traffic impact study dated 16 June 2021 by Sam Schwartz.

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

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

Mr. Jouron seconded the motion. On roll call, members Atkinson, Esposito, Gronow, Jouron, Repholz, Skluzacek and Greenman voted aye. Motion passed 7-0.

REPORT FROM PLANNING

Ms. Cowlin reviewed the items that were on the previous City Council meeting agenda and the items that are scheduled for the upcoming PZC meeting.

COMMENTS FROM THE COMMISSION

None.

Mr. Esposito made a motion to adjourn the meeting. Mr. Atkinson seconded the motion. On voice vote, all members voted aye. The meeting was adjourned 8:30 p.m.

Kathryn Cowlin, AICP

Subject: FW: Redwood Living - Proposed neighborhood located on Central Park Drive

From: Kay Stanish

Sent: Wednesday, July 14, 2021 4:22 PM

To: kmcivor@byredwood.com

Cc: Gary Mayerhofer <gmayerhofer@crystallake.org>

Subject: Redwood Living - Proposed neighborhood located on Central Park Drive

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Kellie McIvor,

Please allow me to introduce myself. My name is Kay Stanish and I live at 7763 Old Post Rd, Crystal Lake, IL 60014. This is the house located at one of the capped roads in Monticello subdivision. I am a long standing citizen of Crystal Lake and have lived in this particular home for 14 years. I am active in this community, including being a member and former president of our Rotary club. I mention this to say, at the very least, I have a vested interest in my home and community.

I recently received your letter about a meet and greet TONIGHT at Willow Creek. Please let me start by saying that it seems a bit underhanded that you call a meeting with only 1 days notice. I and my neighbors only received this letter yesterday in the mail. That is why I am choosing to email. It is hard to adjust and make time on less than a day's notice to be able to participate. As you can tell, I will not be able to attend but do want to have my opinion heard. Full disclosure, that is also why I am copying Crystal Lake City Manager, Gary Mayerhofer on this message. I can only hope that email will have a similar impact as in person.

While I support a growing and thriving community, I think it has to be done in context with how it will affect others, including the residents that already live in the area. Our neighborhood representative saw plans at the city today. I like the fact that the roads will remain capped and will not be through roads. I think this is imperative for our neighborhood. However, I firmly disagree with the lack of berms and setbacks. Our neighborhood is a large parcel neighborhood (basically 3/4 acre or larger per home) and there needs to be larger separation between our subdivision and what you are proposing. Being as close as 45 ft in some cases is too aggressive. It will not give the privacy our lots have been intended for and will decrease the property values we have strived so hard to maintain.

I am of the opinion to modify plans to create larger setbacks and CLEAR separation of our parcels and your development. I know when I purchased the land and built my own home, I did so with the understanding from the city that these should remain large lots and with the corresponding peace associated with that. The last thing I want is to try and enjoy my land and have multiple balconies to stare at. There is a clear difference in what Redwood is trying to create; active apartment / club house atmosphere; versus our neighborhood. I only ask that be maintained via more extensive landscaping, berms, and larger set backs.

thank you for your time,

Kay stanish
7763 Old Post Road



TRAFFIC IMPACT STUDY

Proposed Residential Development – Crystal Lake, Illinois

June 16, 2021

Prepared for the City of Crystal Lake
on behalf of Redwood USA

City of Crystal Lake
100 W. Woodstock St.
Crystal Lake, Illinois 60014

**Sam
Schwartz**

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Executive Summary

A traffic impact study was conducted for a proposed residential development on an undeveloped 48-acre parcel located along Central Park Drive east of Lutter Drive in Crystal Lake, Illinois. The proposed development would include 305 dwelling units with a total of 1,303 parking spaces—comprised of two garage spaces and two driveway spaces per unit, plus additional 83 parking spaces for community parking. Based on the most recent site plan provided by the developer—and in accordance with longstanding plans by the City of Crystal Lake—Central Park Drive would be extended through the proposed development and would meet Lutter Drive at an existing roadway stub located approximately one quarter mile south of Three Oaks Road. The westbound approach of this new T intersection is referred to herein as “Central Park Drive (North)” to differentiate it from the existing Central Park Drive/Lutter Drive intersection.

This study reflects an update to a May 2020 traffic impact analysis performed by Sam Schwartz for the residential development located immediately south of the subject parcel. In that previous report, Sam Schwartz documented that a traffic signal is warranted under existing conditions at the intersection of Central Park Drive/Lutter Drive. At the direction of City staff and in accordance with the City’s capital improvement plan, the future traffic analyses in this study assume that a signal will be installed at this location and at the intersection of Three Oaks Road/Lutter Drive/Sands Road. Geometric improvements were also assumed at Three Oaks Road/Lutter Drive/Sands Road based on a concept plan prepared by Gewalt Hamilton Associates and provided by City staff.

It is anticipated that area traffic operation will be generally satisfactory after completion of the proposed development. At the intersection of Lutter Drive/Central Park Drive (North), it is recommended that the new westbound approach be striped with separate left- and right-turn lanes and a single receiving lane; minor-leg stop control should also be posted. Access intersections within the development should operate under minor-leg stop control and should be striped to indicate the minor-approach lane configuration and to provide stop bars and crosswalks.

Sam Schwartz has identified the relative increase in traffic attributable to the proposed residential development as compared to existing volumes at the study intersections shown in **Table 1** on the following page. Similar comparison tables were previously completed for nearby developments to facilitate discussions between the City and area developers regarding future area improvements that would provide benefits to existing and future users.

Table 1. Projected Traffic Volume Increase due to Proposed Development

Intersection	Total Intersection Traffic Volume PM Peak Hour (vehicles per hour)		Percent Increase
	Existing	Existing + Residential Development	
IL Route 31 / James R. Rakow Road / Central Park Drive	4,050	4,130	2.0%
Central Park Drive / Lutter Drive	1,205	1,280	6.2%
Three Oaks Road / Lutter Drive / Sands Road	1,495	1,560	4.3%

CAPEWOOD

2 Bedrooms
2 Bathrooms
Den
Sunroom
Attached 2-Car Garage



1,620 SQFT.



FORESTWOOD

2 Bedrooms
2 Bathrooms
Den
Attached 2-Car Garage



1,294 SQFT.

