



**CITY OF CRYSTAL LAKE**  
**AGENDA**  
**CITY COUNCIL**  
**REGULAR MEETING**  
City of Crystal Lake  
100 West Woodstock Street, Crystal Lake, IL  
City Council Chambers  
March 21, 2023  
7:00 p.m.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes – March 7, 2023 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. **Class 16 Temporary Liquor License Requests – Crystal Lake Park District 2023 Events**
  - b. **Intergovernmental Agreement between the City of Crystal Lake and McHenry County**
10. **741 Woodland Drive – Variation to allow an addition to a house to encroach into the required 66.55-foot yard abutting a street setback by 37 feet and into the 8-foot side yard setback by 3 feet 4 inches**
11. **1069 North Shore Drive – Variation to allow a covering over the deck, which encroaches 11.76 feet into the 63.46-foot required front yard setback**
12. **952 McHenry Avenue, Oasis Senior Living – Preliminary Planned Unit Development and Special Use Permit for a Nursing Home with Variations from the requirement to have a landscape island every 10 parking spaces to allow 11 spaces and from the required 50-foot setback from residential zoning districts to allow 20 feet along the north property line for Oasis Senior Living**
13. **Midwestern Higher Education Compact Cooperative Purchasing Program for Desktop and Laptop Computers**
14. **Reject February 10, 2023 bid for the Crystal Lake City Hall Water Heater Replacement Project and award the March 8, 2023 bid for the Crystal Lake City Hall Water Heater Replacement Project**
15. **Approval of change order providing additional compensation for design engineering services for the Three Oaks Water Level Control Project**
16. **Hotel/Motel Tax Funding Allocations**
17. **Board and Commission Appointment – Economic Development Committee**

- 18. New National Multistate Opioid Settlement Agreement**
- 19. Council Inquiries and Requests**
- 20. 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**
- 21. Reconvene to Regular Session**
- 22. 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**

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**Meeting Date:**

March 21, 2023

**Item:**

Class 16 Temporary Liquor License Requests –  
Crystal Lake Park District 2023 Events

**Staff Recommendation:**

Motion to approve issuance of nineteen (19) Class 16  
Temporary Liquor Licenses to the Crystal Lake Park  
District for the Park District's 2023 events.

**Staff Contact:**

Nicholas Hammonds, Assistant City Manager  
Melanie Nebel, Executive Assistant

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**Background:**

The City has received a request from the Crystal Lake Park District for the issuance of Temporary Liquor Licenses for the Park District's 2023 events. The Park District is requesting nineteen (19) Class 16 Temporary Liquor Licenses for the scheduled events.

The 2023 events include softball leagues and tournaments at Lippold Park on April 1-2, April 26-28, May 9-11, May 17-19, May 30-June 1, June 15-17, June 19-21, June 27-29, July 5-7, July 28-30, August 3-5, August 10-12, August 22-24, September 1-2, September 7-9, September 12-14, September 18-20, September 27-29, and October 19-21.

Section 329-5-P of the City Code - Class 16 Temporary Liquor License - authorizes the retail sale of beer and wine for consumption upon the premises specified in the license where sold for a period not to exceed three (3) days for special events sponsored by a not-for-profit organization.

The Park District has submitted the required application forms, certificates of insurance and fees for the nineteen (19) Class 16 Temporary Liquor Licenses.

**Votes Required to Pass:**

Simple majority



Mayor Haig Haleblian  
City of Crystal Lake  
100 W. Municipal Complex  
Crystal Lake, IL 60014

Dear Mayor Haleblian,

Enclosed please find updated dates of Crystal Lake Park District 2023 for which we are requesting city liquor permits.

We have implemented additional protocols throughout the district to comply with the requirements of The Restore Illinois Plan, the state of Illinois, and the McHenry County Health Department. At all times, there will be Bassett/TIPS trained staff on duty. All participants will be carded, be required to wear a wristband, and follow CLPD guidelines.

We respectfully ask that you grant the Crystal Lake Park District request for the listed dates.

Sincerely,

Kurt Reckamp  
Superintendent of Recreation Program and Facility Services

Cc: Jason, Herbster, Executive Director



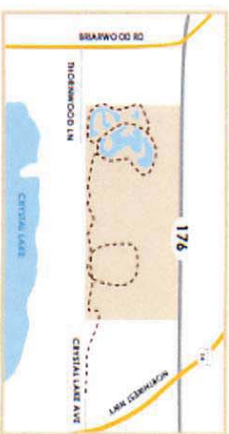
## 2023 Boncosky Beer Schedule

April 1-2	(Saturday -Sunday)	Tournament
April 26-28	(Wednesday-Friday)	Leagues
May 9-11	(Tuesday-Thursday)	Leagues
May 17-19	(Wednesday-Friday)	Leagues
May 30-Jn 1	(Tuesday-Thursday)	Leagues
June 15-17	(Thursday-Saturday)	Tournament
June 19-21	(Monday-Wednesday)	Leagues
June 27-29	(Tuesday-Thursday)	Leagues
July 5-7	(Wednesday-Friday)	Leagues
July 28-30	(Friday-Sunday)	Tournament
August 3-5	(Thursday-Saturday)	Tournament
August 10-12	(Thursday-Saturday)	Tournament
August 22-24	(Tuesday-Thursday)	Leagues
Sept. 1-2	(Friday-Saturday)	Tournament
Sept. 7-9	(Thursday-Saturday)	Leagues
Sept. 12-14	(Tuesday-Thursday)	Leagues
Sept. 18-20	(Monday-Wednesday)	Leagues
Sept. 27-29	(Wednesday-Friday)	Leagues
October 19-21	(Thursday-Saturday)	Tournament

# LIPPOLD PARK



851 W. ROUTE 176  
CRYSTAL LAKE IL 60014



# CERTIFICATE OF COVERAGE

<b>Name and Address of Agency</b> Park District Risk Management Agency 2033 Burlington Avenue Lisle, Illinois 60532-1646 630.769.0332	<b>Name and Address of Member</b> Crystal Lake Park District One East Crystal Lake Avenue Crystal Lake, IL 60014
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## SCOPE OF COVERAGE

The Park District Risk Management Agency (PDRMA) is an intergovernmental self-insurance and risk management pool established under the constitution and the statutes of the State of Illinois to provide coverage for its members against certain claims and losses. Each member of PDRMA is entitled to the scope and amounts of coverage set forth below. In addition, PDRMA may extend the same scope of coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, and amendments that are applicable to the members.


The above named entity is a member in good standing of the Park District Risk Management Agency. The scope of coverage provided by the agency may, however, be revised at any time by the actions of PDRMA's governing body. As of the date this certificate is issued, the information set out below accurately reflects the scope of coverage established for the current coverage year.

Scope of Coverage	Coverage Document	Coverage Dates	Limits Each Occurrence	
General Liability * Commercial general liability * Occurrence * Liquor liability	L010123	01/01/2023 - 12/31/2023	Bodily Injury and Property Damage combined	\$1,000,000
			Personal Injury	\$1,000,000
Automobile Liability * Any auto	L010123	01/01/2023 - 12/31/2023	Bodily Injury and Property Damage combined	\$1,000,000
Workers' Compensation	WC010123	01/01/2023 -		Statutory
Employer's Liability	WC010123	01/01/2023 -		\$3,000,000
Property	P0700123	01/01/2023 - 12/31/2023		
Other Liquor Liability Included in GL Coverage		01/01/2023 - 12/31/2023		

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Crystal Lake is/are additionally insured for Crystal Lake Park District's liquor license application.

Coverage is for general liability with respect to the operations of the Crystal Lake Park District. Additional insured coverage shall not apply to any liability resulting from the certificate holder's own negligence or the negligence of its servants agents or employees.


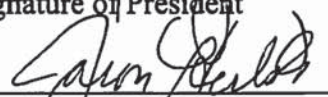
<b>Certificate Holder</b> City of Crystal Lake 100 W. Municipal Complex Crystal Lake, IL 60014	<b>Date Issued:</b> 12/1/2022   <hr style="width: 100%;"/> Authorized Representative
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*City of Crystal Lake*  
*Application for Temporary Liquor License*

**CLASS "16"**  
**Beer and Wine**

The undersigned hereby makes application for a license for the sale at retail of beer and wine under the provisions of the City of Crystal Lake Liquor Licensing Ordinance:

1. Applicant's full name Crystal Lake Park District  
(Must be not-for-profit organization)  
Address 1 E. Crystal Lake Ave Phone Number 815-459-0680
2. Location where beer and wine will be sold: Boncosky Complex (Lippold Park)
3. Dates of the event (not to exceed three (3) days): April 1-2, 2023
4. Hours of operation: 9am - 11pm
5. Describe the type of crowd and traffic control licensee will utilize. Areas are marked, signs posted, and CLPD staff are present.
6. Describe plan for refuse pickup. Parks staff will handle.
7. Please list the names and addresses of the members of the organization who will be selling beer and wine at the location pursuant to the license. If additional space is needed, please use reverse side.  
Matt Van Ham, Mary Tuttle, Ali White, Claire Naughton
8. Please attach the following to your application:
  - License fee in the amount of \$20.00. (Make checks payable to the "City of Crystal Lake".)
  - Proof of liquor liability insurance
  - Proof of permission from owner of the premises, if different than applicant, authorizing the sale of beer and wine on the property during the time requested.
  - Site plan of area where beer and wine will be sold.
  - Letter to the Mayor and City Council requesting approval of the issuance of a Class "16" Temporary Liquor License to applicant.

<u></u>	<u>3/7/23</u>
Signature of President	Date
<u></u>	<u>3/7/23</u>
Signature of Secretary	Date

**Both application and affidavit must be signed by the President and Secretary of the not-for-profit organization.**


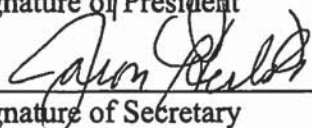


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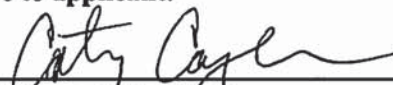
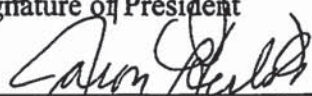
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3. Dates of the event (not to exceed three (3) days): May 9-11, 2023
4. Hours of operation: 9am - 11pm
5. Describe the type of crowd and traffic control licensee will utilize. Areas are marked, signs posted, and CLPD staff are present.
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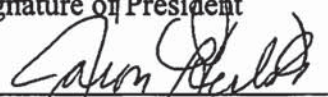
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3. Dates of the event (not to exceed three (3) days): May 17-19, 2023
4. Hours of operation: 9am - 11pm
5. Describe the type of crowd and traffic control licensee will utilize. Areas are marked, signs posted, and CLPD staff are present.
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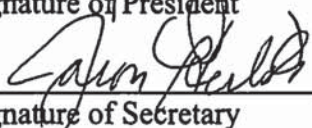
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4. Hours of operation: 9am - 11pm
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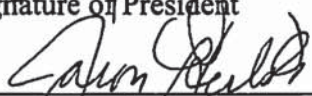
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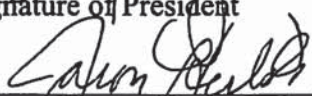
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3. Dates of the event (not to exceed three (3) days): June 19-21, 2023
4. Hours of operation: 9am - 11pm
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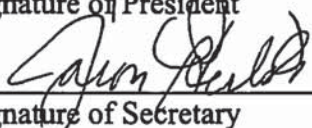
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3. Dates of the event (not to exceed three (3) days): June 27-29, 2023
4. Hours of operation: 9am - 11pm
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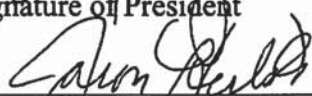
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2. Location where beer and wine will be sold: Boncosky Complex (Lippold Park)
3. Dates of the event (not to exceed three (3) days): July 5-7, 2023
4. Hours of operation: 9am - 11pm
5. Describe the type of crowd and traffic control licensee will utilize. Areas are marked, signs posted, and CLPD staff are present.
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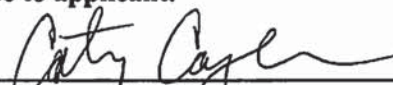
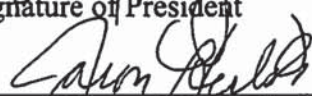


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2. Location where beer and wine will be sold: Boncosky Complex (Lippold Park)
3. Dates of the event (not to exceed three (3) days): July 28-30, 2023
4. Hours of operation: 9am - 11pm
5. Describe the type of crowd and traffic control licensee will utilize. Areas are marked, signs posted, and CLPD staff are present.
6. Describe plan for refuse pickup. Parks staff will handle.
7. Please list the names and addresses of the members of the organization who will be selling beer and wine at the location pursuant to the license. If additional space is needed, please use reverse side.  
Matt Van Ham, Mary Tuttle, Ali White, Claire Naughton
8. Please attach the following to your application:
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<u></u>	<u>3/7/23</u>
Signature of President	Date
<u></u>	<u>3/7/23</u>
Signature of Secretary	Date


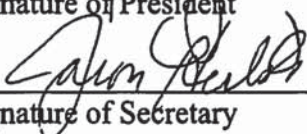
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**City of Crystal Lake**  
**Application for Temporary Liquor License**

**CLASS "16"**  
**Beer and Wine**

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1. Applicant's full name Crystal Lake Park District  
(Must be not-for-profit organization)  
Address 1 E. Crystal Lake Ave Phone Number 815-459-0680
2. Location where beer and wine will be sold: Boncosky Complex (Lippold Park)
3. Dates of the event (not to exceed three (3) days): August 3-5, 2023
4. Hours of operation: 9am - 11pm
5. Describe the type of crowd and traffic control licensee will utilize. Areas are marked, signs posted, and CLPD staff are present.
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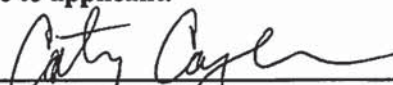
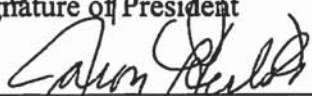
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(Must be not-for-profit organization)  
Address 1 E. Crystal Lake Ave Phone Number 815-459-0680
2. Location where beer and wine will be sold: Boncosky Complex (Lippold Park)
3. Dates of the event (not to exceed three (3) days): August 10-12, 2023
4. Hours of operation: 9am - 11pm
5. Describe the type of crowd and traffic control licensee will utilize. Areas are marked, signs posted, and CLPD staff are present.
6. Describe plan for refuse pickup. Parks staff will handle.
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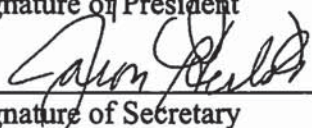
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**Application for Temporary Liquor License**

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(Must be not-for-profit organization)  
Address 1 E. Crystal Lake Ave Phone Number 815-459-0680
2. Location where beer and wine will be sold: Boncosky Complex (Lippold Park)
3. Dates of the event (not to exceed three (3) days): August 22-24, 2023
4. Hours of operation: 9am - 11pm
5. Describe the type of crowd and traffic control licensee will utilize. Areas are marked, signs posted, and CLPD staff are present.
6. Describe plan for refuse pickup. Parks staff will handle.
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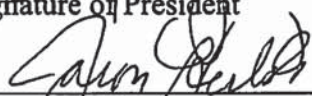
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*Application for Temporary Liquor License*

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Address 1 E. Crystal Lake Ave Phone Number 815-459-0680
2. Location where beer and wine will be sold: Bencosky Complex (Lippold Park)
3. Dates of the event (not to exceed three (3) days): September 1-2, 2023
4. Hours of operation: 9am - 11pm
5. Describe the type of crowd and traffic control licensee will utilize. Areas are marked, signs posted, and CLPD staff are present.
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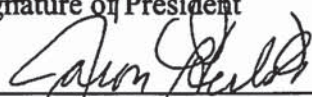
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Address 1 E. Crystal Lake Ave Phone Number 815-459-0680
2. Location where beer and wine will be sold: Boncosky Complex (Lippold Park)
3. Dates of the event (not to exceed three (3) days): September 7-9, 2021
4. Hours of operation: 9am - 11pm
5. Describe the type of crowd and traffic control licensee will utilize. Areas are marked, signs posted, and CLPD staff are present.
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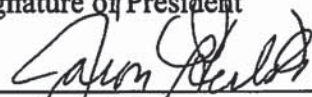
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2. Location where beer and wine will be sold: Boncosky Complex (Lippold Park)
3. Dates of the event (not to exceed three (3) days): September 12-14, 2023
4. Hours of operation: 9am - 11pm
5. Describe the type of crowd and traffic control licensee will utilize. Areas are marked, signs posted, and CLPD staff are present.
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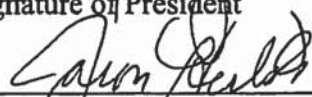
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Address 1 E. Crystal Lake Ave Phone Number 815-459-0680
2. Location where beer and wine will be sold: Boncosky Complex (Lippold Park)
3. Dates of the event (not to exceed three (3) days): September 18-20, 2023
4. Hours of operation: 9am - 11pm
5. Describe the type of crowd and traffic control licensee will utilize. Areas are marked, signs posted, and CLPD staff are present.
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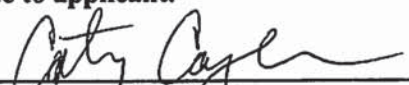
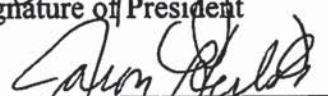


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Address 1 E. Crystal Lake Ave Phone Number 815-459-0680
2. Location where beer and wine will be sold: Boncosky Complex (Lippold Park)
3. Dates of the event (not to exceed three (3) days): September 27-29, 2023
4. Hours of operation: 9am - 11pm
5. Describe the type of crowd and traffic control licensee will utilize. Areas are marked, signs posted, and CLPD staff are present.
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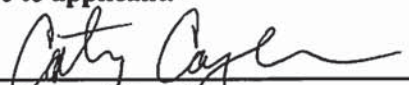
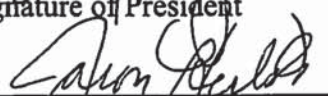
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Address 1 E. Crystal Lake Ave Phone Number 815-459-0680
2. Location where beer and wine will be sold: Boncosky Complex (Lippold Park)
3. Dates of the event (not to exceed three (3) days): October 19-21, 2023
4. Hours of operation: 9am - 11pm
5. Describe the type of crowd and traffic control licensee will utilize. Areas are marked, signs posted, and CLPD staff are present.
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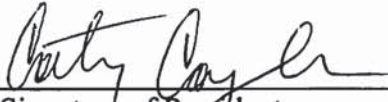
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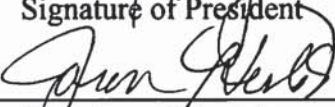
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# AFFIDAVIT

STATE OF ILLINOIS     )  
COUNTY OF MCHENRY )

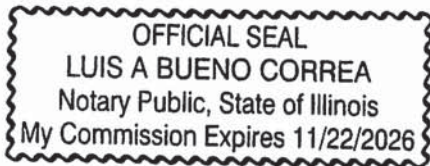
We swear that we will not violate any of the Ordinances of the City of Crystal Lake or the laws of the State of Illinois or the laws of the United States of America, in the conduct of the place of business described herein and that the statements contained in this application are true and correct to the best of our knowledge and belief.

  
\_\_\_\_\_  
Signature of President

  
\_\_\_\_\_  
Signature of Secretary

Subscribed and sworn to before me this 7th  
day of March, 2023.

  
\_\_\_\_\_  
Notary Public





**Agenda Item No: 9b**

**City Council  
Agenda Supplement**

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**Meeting Date:**

March 21, 2023

**Item:**

Intergovernmental Agreement between the City of Crystal Lake and McHenry County

**Staff Recommendation:**

Motion to adopt a Resolution authorizing the City Manager to execute an Intergovernmental Agreement to allow the Police Department to participate in the McHenry County Narcotics Task Force.

**Staff Contact:**

James R. Black, Chief of Police

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**Background:**

Historically, the Police Department has utilized various enforcement and investigative techniques to combat narcotics complaints and narcotics trafficking. The Police Department has used its own Targeted Response Unit (TRU), has participated in the North Central Narcotics Task Force (Illinois State Police), and currently has one officer assigned to the DEA Narcotics Task Force. The Police Department is requesting authorization to participate in the McHenry County Sheriff's Department Narcotics Task Force. Participation in the Narcotics Task Force provides the City an opportunity to share resources with participating agencies to provide special attention to local complaints regarding narcotics trafficking.

Staff recommends approval of the resolution.

Legal counsel and IRMA have reviewed this agreement.

**Votes Required to Pass:**

Simple majority



## RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is hereby authorized and directed to execute an Intergovernmental Agreement with the County of McHenry for the purpose of participating in the McHenry County Sheriff's Narcotics Task Force.

DATED this 21<sup>st</sup> day of March, 2023

CITY OF CRYSTAL LAKE, an  
Illinois Municipal Corporation,

By: \_\_\_\_\_

Haig Haleblian, MAYOR

SEAL

ATTEST

\_\_\_\_\_  
Nick Kachiroubas, CITY CLERK

PASSED: March 21, 2023

APPROVED: March 21, 2023

**INTERGOVERNMENTAL AGREEMENT**  
**FOR THE**  
**MCHENRY COUNTY NARCOTICS TASK FORCE**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the COUNTY OF MCHENRY, a body politic and corporate of the State of Illinois (hereinafter referred to as the "COUNTY"), and the CITY of CRYSTAL LAKE (hereinafter referred to as the "CITY").

WHEREAS, the COUNTY and the CITY are authorized by the terms and provisions of 5 ILCS 220/5 et. seq., to enter into intergovernmental agreements, ventures and undertakings to perform jointly any governmental purposes or undertaking any of them could do singularly; and

WHEREAS, it is desired that the CITY become a member of the McHenry County Narcotics Task Force unit for the purpose of providing law enforcement services related to the enforcement of controlled substance statutes and the cannabis control act as well as other statutes as necessary within unincorporated and incorporated McHenry County in accordance with the terms and conditions set forth below.

**TERMS AND CONDITIONS**

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties hereby agree as follows:

1. The CITY shall select officer(s) from their police department to become member(s) of the Narcotics Task Force unit. The MCHENRY COUNTY SHERIFF'S OFFICE (hereinafter referred to as the "SHERIFF") shall select deputies to become members of the Narcotics Task Force unit.

2. As a member of the Narcotics Task Force unit, the SHERIFF shall deputize any officer selected from the CITY and each officer shall act as a deputy to the SHERIFF until notified otherwise by the COUNTY or the SHERIFF. CITY police officers acting under this Agreement shall continue to be covered by their employing agency, the City of Crystal Lake, for the purposes of Worker's Compensation, unemployment compensation, and other employee benefits and civil liability, and shall be considered while so acting to be in the ordinary course of their employment.

Any officer that is employed by the CITY and acting under this Agreement shall be considered an employee of the CITY and shall not be considered an employee of the COUNTY regardless of the supervision or control of the officer's actions while acting as a member of the McHenry County Narcotics Task Force. At no point shall the COUNTY be responsible for payment of worker's compensation, unemployment compensation, disability or death benefits, or any other employee benefits to any employee of the CITY acting under this Agreement.

The CITY acknowledges and accepts that the SHERIFF may from time to time conduct random drug screening on CITY officers operating under the scope of this Agreement as part of the normal course of completing the objectives of this Agreement. In the event a CITY officer screens positive for the presence of illegal drugs or narcotics, the SHERIFF reserves the right to immediately expel the CITY officer from the task force.

3. The members of the Narcotics Task Force unit shall enforce laws related to controlled substance statutes and the cannabis control act as well as other statutes as necessary within unincorporated and incorporated McHenry County.

4. The CITY shall indemnify, hold harmless and defend the COUNTY and the SHERIFF, their officers, deputies and employees from and against any and all liability, loss, costs, damages, expenses, claims or actions, including, but not limited to, incidental and consequential damages, and expenses including, but not limited to attorney's fees which the COUNTY and the SHERIFF, their officers, deputies or employees may hereafter sustain, incur, or be required to pay, arising out of the sole negligence of said CITY, its officers, agents, or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

5. The CITY shall indemnify the COUNTY and the SHERIFF from and against liability resulting from the willful or wanton acts or omissions of said CITY, its officers, agents and employees, as determined by a court of law making a specific finding of fact, without limitations, in the providing of services as set forth in this Agreement.

6. The COUNTY shall indemnify, hold harmless and defend the CITY, its officers, deputies and employees from and against any and all liability, loss, costs, damages, expenses, claims or actions, including, but not limited to incidental and consequential damages, and expenses including, but not limited to attorney's fees which the CITY, its officers, deputies or employees may hereafter sustain, incur, or be required to pay, arising out of the sole negligence of the COUNTY or the SHERIFF, its officers, agents, or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

7. The COUNTY shall indemnify the CITY from and against liability resulting from the willful or wanton acts or omissions of the COUNTY or the SHERIFF, its employees and agents, as determined by a court of law making a specific finding of fact, without limitation, in the providing of services as set forth in this Agreement.

8. The term of this Agreement is effective May 1, 2023 through May 1, 2028.

9. The CITY may withdraw its officer(s) from the Narcotics Task Force unit upon thirty (30) days written notice of withdrawal to the COUNTY, the effect of which shall terminate its rights, obligations and privileges under this Agreement. The COUNTY may terminate this Agreement upon thirty (30) days written notice of termination to the CITY.

10. The indemnification provisions of Paragraphs 4, 5, 6 and 7 shall survive the termination of this Agreement.

11. The CITY shall maintain for the duration of this Agreement and any extensions thereof, at the CITY's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the COUNTY, which generally requires that the company(ies) be assigned a Best's Rating of A-1 or higher with a Best's financial size category of Class XII or higher, in the following types and amounts:

- (a) Law Enforcement Liability in a broad form, to include but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- (b) Business Auto Liability, to include but not limited to, Bodily Injury and Property Damage, including owned vehicles, hired and non-owned vehicles and employee non-ownership; limits of liability not less than \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability; and
- (c) Worker's Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$500,000 for each incident.
- (d) If a CITY is a member in a self insured intergovernmental risk pool that provides the coverages listed in this Section 11, said coverage is compliant herewith.

12. The CITY agrees that with respect to the above required insurance that:

- (a) The COUNTY shall be provided with Certificates of Insurance evidencing the above required insurance, within thirty (30) days of commencement of this Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
- (b) The COUNTY shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance; and
- (c) The CITY shall have the COUNTY named as an additional insured with respect to its Law Enforcement Liability insurance, only for liability arising out of the sole negligence of the VILLAGE, and the address for the certificate holder must read exactly as follows:

County of McHenry, **a body politic**  
2200 N. Seminary Avenue  
Woodstock, IL 60098



- (d) The contractual liability arising out of this Agreement shall be acknowledged on the Certificates of Insurance by the insurance company or companies.
- (e) In addition to being named as an additional insured on the Certificate of Insurance, the Law Enforcement Liability policy shall contain an endorsement naming the County of McHenry as an additional insured. A copy of the endorsement shall be provided to McHenry County along with the Certificate of Insurance.
- (f) Insurance Notices and Certificates of Insurance shall be provided to:

McHenry County Insurance Department  
2200 N. Seminary Avenue, Room B160  
Woodstock, IL 60098

13. The COUNTY shall maintain for the duration of the Agreement and any extensions thereof, at the COUNTY's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois, which generally requires that the company(ies) be assigned a Best's Rating of A-1 or higher with a Best's financial size category or Class VII or higher, in the following types and amounts:

- (a) Law Enforcement Liability in a broad form, to include but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- (b) Business Auto Liability, to include but not limited to, Bodily Injury and Property Damage, including owned vehicles, hired and non-owned vehicles and employee non-ownership; limits of liability not less than \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability; and
- (c) Worker's Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$500,000 for each incident.
- (d) The COUNTY shall have the CITY named as an additional insured with respect to its Law Enforcement Liability insurance only for liability arising out of the sole negligence of the COUNTY, and the address for the certificate holder must read exactly as follows:

City of Crystal Lake,  
an Illinois municipal corporation  
100 W. Woodstock St.  
Crystal Lake, IL 60014

- (e) The contractual liability arising out of this Agreement shall be acknowledged on the Certificates of Insurance by the insurance company or companies.
- (f) In addition to being named as an additional insured on the Certificate of Insurance, the Law Enforcement Liability policy shall contain an endorsement naming the VILLAGE as an additional insured. A copy of the endorsement shall be provided to McHenry County along with the Certificate of Insurance.
- (g) Insurance Notices and Certificates of Insurance shall be provided to:  
City of Crystal Lake,  
an Illinois municipal corporation  
100 W. Woodstock St.  
Crystal Lake, IL 60014

14. The COUNTY agrees that with respect to the above required insurance that:

- (a) The CITY shall be provided with Certificates of Insurance evidencing the above required insurance, within thirty (30) days of commencement of this Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
- (b) The Certificates shall include the language of the Hold Harmless Clause in this Agreement.
- (c) The CITY shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance; and
- (d) Insurance Notices and Certificates of Insurance shall be provided to the CITY.

15. No person shall illegally be excluded from employment rights or participation in, or be denied the benefits of, the program which is the subject of this Agreement on the basis of race, religion, color, sex, age, disability, or national origin, the classifications of "gender" and "sexual orientation."

16. It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreements presently in

effect between the parties relating to the subject matter hereof. This Agreement may be amended by mutual consent of all of the parties, which shall be in writing and signed and executed with the same formality with which this instrument was executed.

17. This Agreement should not be construed or interpreted as furthering the duties, functions or responsibilities of the SHERIFF, the COUNTY or the CITY beyond those tenets outlined in this Agreement.

18. No claim for services furnished by the CITY, not specifically provided in this Agreement, will be allowed by the COUNTY and SHERIFF, nor shall the CITY do any work or furnish any additional services not covered by this Agreement, unless it is approved in writing by the COUNTY. Such approval shall be considered to be a modification of this Agreement.

19. The parties may not assign, transfer or otherwise convey their rights or obligations under this Agreement without the prior written consent of the other party.

20. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement. However, upon the occurrence of such an event, any party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other parties.

21. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CITY (including its officers, employees and agents) as agents, representatives, or employees of the COUNTY or the SHERIFF for any purpose, or in any manner, whatsoever.

22. All notices permitted or required under this Agreement shall be transmitted only by personal delivery or by first class, certified or registered United States Mail to the following persons at the address stated:

To the SHERIFF: Robb Tadelman  
McHenry County Sheriff's Office  
2200 N. Seminary Avenue  
Woodstock, IL 60098

To the COUNTY: Peter B. Austin  
County Administrator  
2200 N. Seminary Avenue  
Woodstock, IL 60098

To the CITY: Eric Helm, City Manager  
100 W. Woodstock St.  
Crystal Lake, IL 60014

The SHERIFF and the COUNTY shall be entitled to separate copies of each Notice. Any Notice transmitted by first class United States Mail shall be deemed received on the second

business day following its deposit in a United States Mail receptacle. The term "business day" shall not include Saturdays, Sundays or any other day declared to be a legal holiday in the State of Illinois by State Statute.

23. The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 22<sup>nd</sup> Judicial Circuit of McHenry County, Illinois, and the parties hereby consent to the personal jurisdiction thereof.

24. Each person signing this Agreement on behalf of one of the parties agrees, represents and warrants that he or she has been duly and validly authorized to execute this Agreement on behalf of their party.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below.

County of McHenry

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Michael Buhler, Chairman  
McHenry County Board

Joseph J. Tirio  
McHenry County Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

McHenry County Sheriff's Office

City of Crystal Lake

By: \_\_\_\_\_

By: \_\_\_\_\_

Sheriff Robb Tadelman

Eric Helm, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Agenda Item No: 10**

**City Council  
Agenda Supplement**

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**Meeting Date:**

March 21, 2023

**Item:**

REPORT OF THE PLANNING & ZONING COMMISSION

**Request:**

Variation to allow an addition to a house to encroach into the required 66.55-foot yard abutting a street setback by 37 feet and into the 8-foot side yard setback by 3 feet 4 inches

David Blum, petitioner  
741 Woodland Drive

**PZC Recommendation:**

To approve the Planning and Zoning Commission (PZC) recommendation and adopt an Ordinance granting the variations for 741 Woodland Drive.

**Staff Contact:**

Kathryn Cowlin, Director of Community Development  
Elizabeth Maxwell, City Planner

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**Background:**

- The current property is a conforming lot with a non-conforming single-family home.
- Front yard (lake side) and street side setbacks are determined by the average of homes for the length of the block or within 400 feet. The street side setback is determined to be 66.55 feet. This extends farther south on the lot than the majority of the house. The front yard setback is determined to be 80.90 feet. The proposed addition is not within the front yard setback.
- The proposed addition encroaches 37 feet into the 66.55-foot yard abutting a street setback.
- The proposed addition also extends 3 feet 4 inches into the required 8-foot minimum side yard setback.

**PZC Highlights:**

The following discussion took place during the Planning and Zoning Commission hearing:

- The petitioner explained the addition is behind the existing house, but is within the yard abutting the street setback. In addition, they explained the angle of the house and narrowing of the lot as the hardships for the variations.
- The PZC found that the petition did meet the Findings of Facts.

The Planning and Zoning Commission recommended **approval (5-0)** of the petitioner's request with the following recommended conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
  - A. Application (Blum, received 01/24/23)
  - B. Site Plan (ALA dated 01/18/23, received 01/24/23)
2. The petitioner shall address all of the review comments and requirements of Community Development Department.

**Votes Required to Pass:**            A simple majority vote



## Acknowledgement Form

Regarding the Variations at 741 Woodland Drive. 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:

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Petitioner's Name:

David A. Blum  
Signature

Date:

3/6/23

### Recommended Conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
  - A. Application (Blum, received 01/24/23)
  - B. Site Plan (ALA dated 01/18/23, received 01/24/23)
2. The petitioner shall address all of the review comments and requirements of Community Development Department.

PIQ Map  
741 Woodland Drive







**The City of Crystal Lake Illinois**

**AN ORDINANCE GRANTING A SIMPLIFIED RESIDENTIAL VARIATION TO ALLOW AN ADDITION TO A HOUSE THAT ENCROACHES 37 FEET INTO THE 66.55-FOOT YARD ABUTTING A STREET SETBACK AND 3 FEET 4 INCHES INTO THE REQUIRED 8-FOOT SIDE YARD SETBACK AT 741 WOODLAND DRIVE**

WHEREAS, pursuant to the terms of a Petition (File #PLN-2023-07) before the Crystal Lake Planning and Zoning Commission, the Petitioners have requested a Variation to allow an addition to a house to encroach 37 feet into the required 66.55-foot yard abutting a street and 3 feet 4 inches into the required 8-foot side yard setback at 741 Woodland Drive; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on February 10, 2023 in the Northwest Herald, held a public hearing at 7:00 p.m., on March 1, 2023 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed setback variations; and

WHEREAS, on March 1, 2023, 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 Variations be approved, as documented in the minutes, and

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

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

Section I: That Variation to allow an addition to a house to encroach 37 feet into the required 66.55-foot yard abutting a street by and 3 feet 4 inches into the required 8-foot side yard setback for the property commonly known as 741 Woodland Drive (19-06-177-001), Crystal Lake, Illinois is hereby approved.

Section II: Said Variations are issued with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
  - A. Application (Blum, received 01/24/23)

B. Site Plan (ALA dated 01/18/23, received 01/24/23)

2. The petitioner shall address all of the review comments and requirements of Community Development Department.

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

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

DATED at Crystal Lake, Illinois, this 21<sup>st</sup> day of March, 2023.

City of Crystal Lake, an  
Illinois municipal corporation

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Haig Haleblian, MAYOR

SEAL

ATTEST:

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Nick Kachiroubas, CITY CLERK

Passed: March 21, 2023

Approved: March 21, 2023



# #2023-07 741 Woodland Drive – Variation Project Review for Planning and Zoning Commission

**Meeting Date:** March 1, 2023

**Request:** Variation to allow an addition to a house to encroach into the required 66.55-foot yard abutting a street by 37 feet and 3 feet 4 inches into the required 8-foot side yard setback.

**Location:** 741 Woodland Drive

**Acreage:** Approximately 12,500 square feet

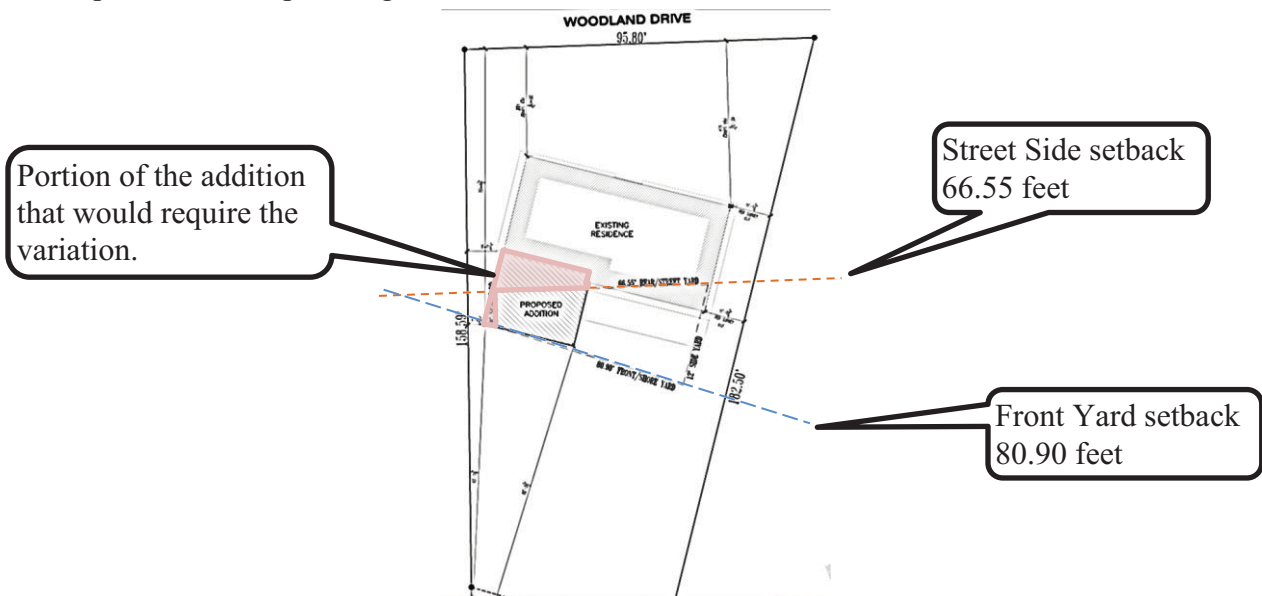
**Existing Zoning:** R-1 Single Family

**Surrounding Properties:** North: R-1 Single Family  
South: R-1 Single Family  
East: R-1 Single Family  
West: W Watershed (City of Crystal Lake channel)

**Staff Contact:** Elizabeth Maxwell (815.356.3615)

## **Background:**

- The property is an existing single-family residential lot in Crystal Lake.
- The petitioners are planning an addition behind the house.



- Front Yard (lake side) and street side setbacks are determined by the average of homes for the length of the block or within 400 feet. The street side setback is determined to be 66.55 feet. This extends farther south on the lot than the majority of the house. The front yard setback is determined to be 80.90 feet. The proposed addition is not within the front yard setback.
- The proposed addition also extends into the required 8-foot minimum side yard setback.

**Development Analysis:**

General

- Request: To construct an addition to a house which encroaches into the required 66.55-foot yard abutting a street by a total of 37 feet and 3 feet 4 inches into the required 8-foot side yard setback.
- Zoning: The site is zoned R-1 Single Family. This property is used as a single-family home.
- Land Use: The land use map shows the area as Urban Residential. This land use designation is appropriate for this use.

**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.**

**Findings of Fact:**

ZONING ORDINANCE VARIATION

The petitioner is requesting a variation from Article 3 to allow an addition that encroaches into the street side setback and the side yard setback.

The Unified Development Ordinance lists specific standards for the review and approval of a variation. The granting of a variation rests upon the applicant proving practical difficulty or hardship caused by the Ordinance requirements as they relate to the property. To be considered a zoning hardship, the specific zoning requirements; setbacks, lot width and lot area must create a unique situation on this property. It is the responsibility of the petitioner to prove hardship at the Planning and Zoning Commission public hearing.

Standards

When evidence in a specific case shows conclusively that literal enforcement of any provision of this Ordinance would result in a practical difficulty or particular hardship because:

- a. The plight of the property owner is due to unique circumstances, such as, unusual surroundings or conditions of the property involved, or by reason of exceptional

narrowness, shallowness or shape of a zoning lot, or because of unique topography, or underground conditions.

*Meets*                       *Does not meet*

b. Also, that the variation, if granted, will not alter the essential character of the locality.

*Meets*                       *Does not meet*

For the purposes of supplementing the above standards, the Commission may take into consideration the extent to which the following facts favorable to the application have been established by the evidence presented at the public hearing:

a. That the conditions upon which the application for variation is based would not be applicable generally to other property within the same zoning classification;

*Meets*                       *Does not meet*

b. That the alleged difficulty or hardship has not been created by any person presently having interest in the property;

*Meets*                       *Does not meet*

c. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; or

*Meets*                       *Does not meet*

d. That the proposed variation will not impair an adequate supply of light or air to adjacent property, will not unreasonably diminish or impair the property values of adjacent property, will not unreasonably increase congestion in the public streets, substantially increase the danger of fire or otherwise endanger public safety.

*Meets*                       *Does not meet*

Where the evidence is not found to justify such conditions, that fact shall be reported to the City Council with a recommendation that the variation be denied.

**Recommended Conditions:**

If a motion to recommend approval of the petitioner's request is made, it should be with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
  - A. Application (Blum, received 01/24/23)
  - B. Site Plan (ALA dated 01/18/23, received 01/24/23)
2. The petitioner shall address all of the review comments and requirements of Community Development Department.

**Application for Simplified Residential Variation**

Application Number: _____	FOR OFFICE USE ONLY
Project Name: _____	
Date of Submission: _____	

**I. Applicant**

Dave + Kelly Blum  
Name  
347 Withshire Lane  
Street  
Village of Lakewood IL 60014  
City State Zip Code  
[Redacted] [Redacted]  
Telephone Number Fax Number E-mail address

**II. Owner of Property (if different)**

741 Woodland Dr., Crystal Lake, IL 60014  
Name Address Telephone Number

**III. Project Data**

1. a. Location/Address: 741 Woodland Dr. Crystal Lake, IL 60014  
b. PIN #: \_\_\_\_\_

2. Description of proposal/Reason for request (including how the standards for variation are met, any unique circumstance of the property, or particular hardship):  
DESCRIBE THE UNIQUE CIRCUMSTANCES OF THE PROPERTY:  
Small Addition on Southwest Side of Property

IS THE HARDSHIP SELF-CREATED?  
NO

ARE THE CONDITIONS APPLICABLE TO OTHER PROPERTIES IN THE SAME ZONING CLASSIFICATION?

No

WILL THE VARIATION ALTER THE ESSENTIAL CHARACTER OF THE LOCALITY?

No

WILL THE VARIATION, IF GRANTED BE DETRIMENTAL TO PUBLIC WELFARE OR INJURIOUS TO OTHER PROPERTY?

No

WILL THE VARIATION AS PROPOSED IMPAIR ADEQUATE SUPPLY OF LIGHT OR AIR TO ADJACENT PROPERTY; DIMINISH PROPERTY VALUE; INCREASE CONGESTION IN PUBLIC STREETS; SUSBTANTIALY INCREASE THE DANGER OF FIRE; OT ENDANGER PUBLIC SAFETY?

No

3. List any previous variations that are approved for this property:

N/A

IV. Signatures

David A. Blum [Signature] 1/6/23

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.

[Signature] 1/6/23

OWNER: Print and Sign name

Date

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



**CRYSTAL LAKE PLANNING AND ZONING COMMISSION  
WEDNESDAY, MARCH 1, 2023  
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS**

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

**CALL TO ORDER**

On roll call, members Greenman, Repholz, Skluzacek, Smith, and Teetsov were present. Mr. Gronow was absent.

Kathryn Cowlin, Director of Community Development and Elizabeth Maxwell, City Planner were present from Staff.

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

**2023-07 – 741 WOODLAND DRIVE – VARIATION**

Request for a Variation from Article 3 to allow an addition to the rear of the house which encroaches 37 feet into the required 66.55-foot yard abutting a street setback and 3 feet 4 inches into the required side yard setback.

David Blum and Kelly Blum were present to represent the petition. Mr. Blum stated they purchased this older home and want to improve it. If you look at the setbacks it leaves a very narrow section of the lot as buildable. They would need a variation to do anything. They noted the narrowing of the lot, the angle of the house and the average setback requirement are hardships on the lot.

Staff summarized the request.

Mr. Greenman opened the public hearing. There being no one wishing to speak, he closed the public hearing.

Mr. Skluzacek had no problem with the request and could see the angle of the lot being a hardship.

Ms. Teetsov stated this is a unique lot. She asked what environmental improvements they are proposing to the house. Mr. Blum noted it was the HVAC system.

Mr. Smith said the majority of the existing residence is outside of the buildable area so that was the clear hardship. He appreciates the investment in the property.

Ms. Repholz supported the request.

Mr. Greenman appreciated the investment by the petitioners and noted they met the Findings of Fact.



Ms. Teetsov made a motion to approve 2023-07 a Variation to allow an encroachment 37 feet into the required yard abutting a street setback and 3 feet 4 inches into the required 8-foot side yard setback with the following staff conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
  - A. Application (Blum, received 01/24/23)
  - B. Site Plan (ALA dated 01/18/23, received 01/24/23)
2. The petitioner shall address all of the review comments and requirements of Community Development Department.

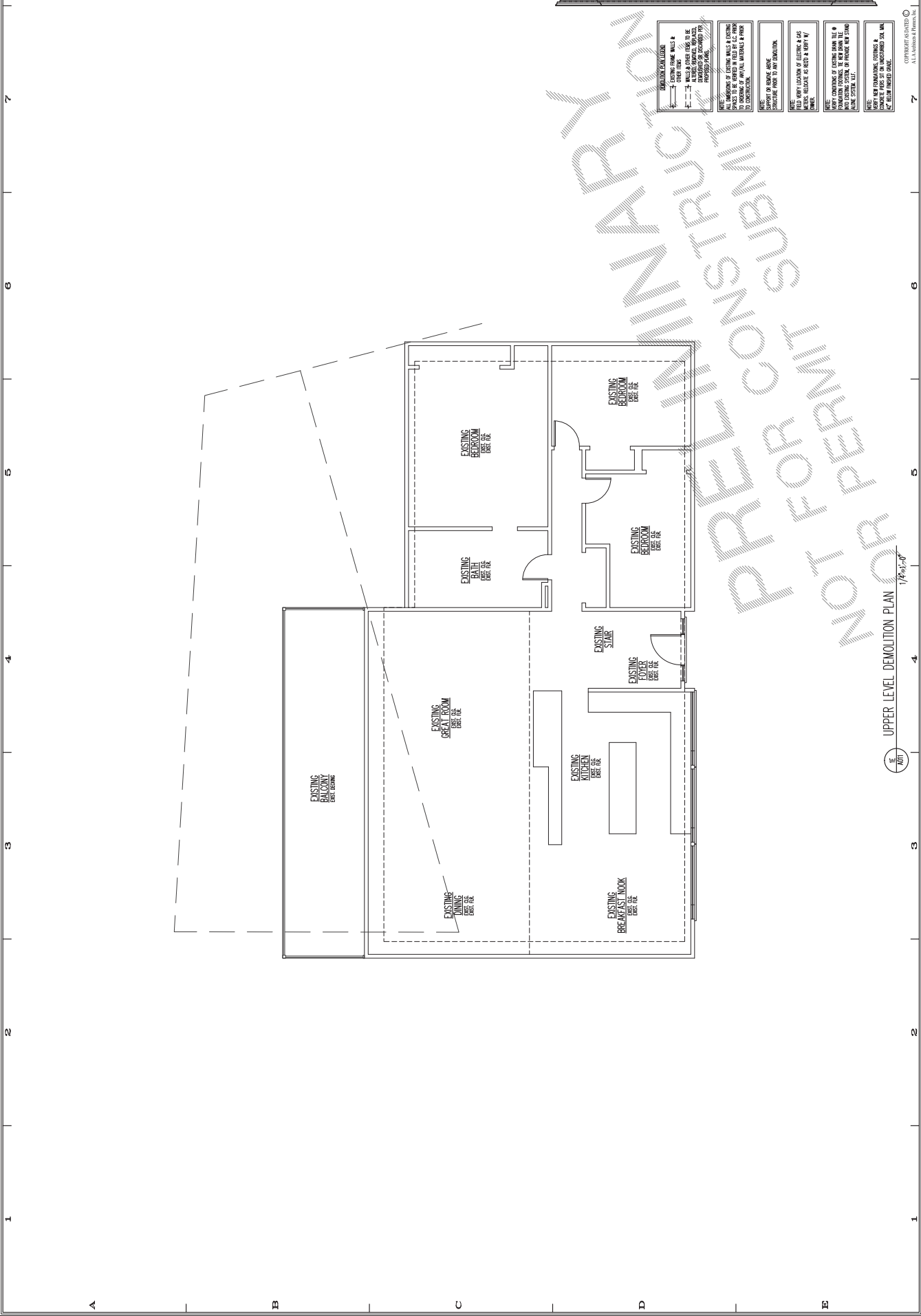
Mr. Smith seconded the motion. On roll call Members Greenman, Repholz, Skluzacek, Smith, and Teetsov voted aye. Motion passed 5-0.

**ADJOURNMENT**

Mr. Smith made a motion to adjourn the meeting. Mr. Skluzacek seconded the motion. On voice vote, all members voted aye. The meeting was adjourned at 9:41 p.m.







1. DEMOLITION CALLOUT  
 - 1 EXISTING  
 - 2 REMOVED  
 - 3 NEW WALLS & PARTITION WALLS TO BE CONSTRUCTED TO ACCORDANCE WITH THE PROPOSED FINISHES.

NOTE: ALL REMOVAL OF EXISTING WALLS & EXISTING PARTITION WALLS SHALL BE TO EXISTING FINISHES TO ACCORDANCE OF APPLICABLE MATERIALS & PROOF OF CONSTRUCTION.

NOTE: ALL WORK SHALL BE IN ACCORDANCE WITH THE STRUCTURE FRAME TO ANY DEMOLITION.

NOTE: FIELD VERIFY LOCATION OF ELECTRIC & GAS METERS BEFORE AS BIDD & VERIFY ALL METERS.

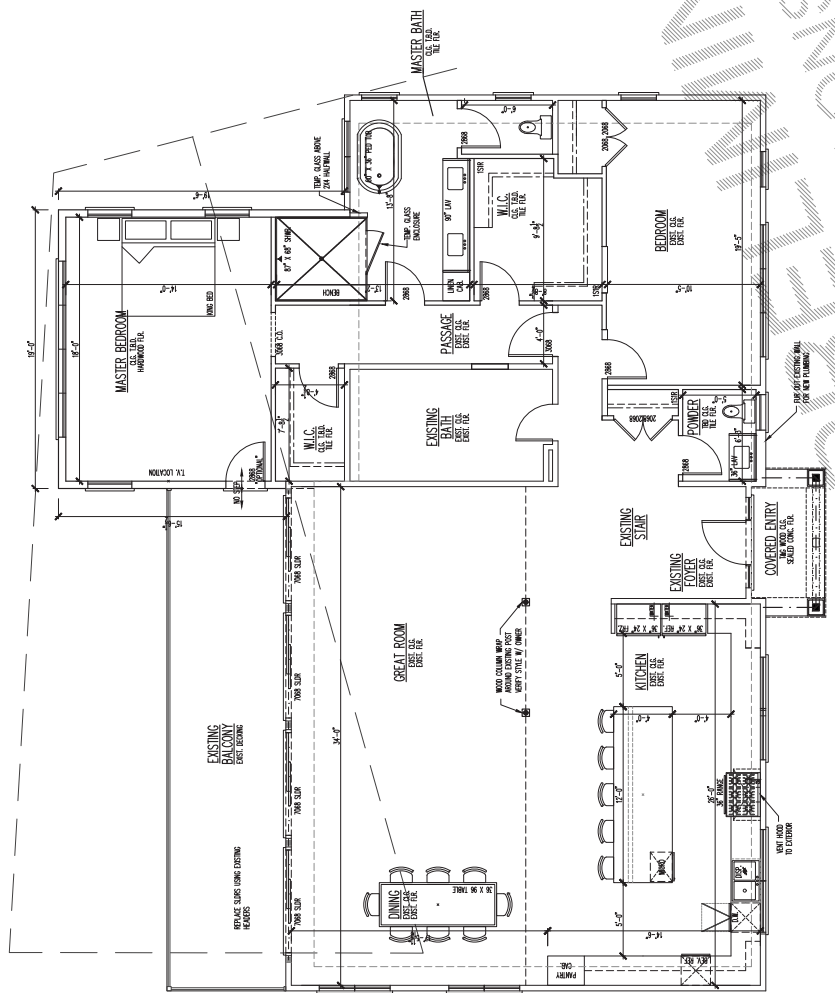
NOTE: CONDITIONS OF EXISTING FOUNDATION, FOUNDATION FOOTINGS, OR OTHER FOUNDATION SHALL BE AS SHOWN ON THE DRAWINGS. VERIFY ALL FOUNDATION CONDITIONS, INCLUDING ALL FOUNDATION SYSTEMS, ETC.

VERIFY ALL FOUNDATIONS, FOOTINGS & FOUNDATION SYSTEMS ARE AS SHOWN ON THE DRAWINGS. VERIFY ALL FOUNDATION CONDITIONS, INCLUDING ALL FOUNDATION SYSTEMS, ETC.

UPPER LEVEL DEMOLITION PLAN 1/8"=1'-0"



- NOTE: ALL DIMENSIONS OF EXISTING WALLS & EXISTING FLOOR FINISHES TO BE SHOWN AS DIMENSIONS TO CENTERLINE UNLESS NOTED OTHERWISE. ALL DIMENSIONS OF NEW WALLS & FLOOR FINISHES TO BE SHOWN TO CENTERLINE UNLESS NOTED OTHERWISE.
- NOTE: ALL DIMENSIONS OF EXISTING WALLS & EXISTING FLOOR FINISHES TO BE SHOWN AS DIMENSIONS TO CENTERLINE UNLESS NOTED OTHERWISE. ALL DIMENSIONS OF NEW WALLS & FLOOR FINISHES TO BE SHOWN TO CENTERLINE UNLESS NOTED OTHERWISE.
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- NOTE: ALL DIMENSIONS OF EXISTING WALLS & EXISTING FLOOR FINISHES TO BE SHOWN AS DIMENSIONS TO CENTERLINE UNLESS NOTED OTHERWISE. ALL DIMENSIONS OF NEW WALLS & FLOOR FINISHES TO BE SHOWN TO CENTERLINE UNLESS NOTED OTHERWISE.



UPPER LEVEL PLAN  
1/4" = 1'-0"





**Agenda Item No: 11**

**City Council  
Agenda Supplement**

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<b><u>Meeting Date:</u></b>	March 21, 2023
<b><u>Item:</u></b>	REPORT OF THE PLANNING & ZONING COMMISSION
<b><u>Request:</u></b>	Variation to allow a covering over the deck, which encroaches 11.76 feet into the 63.46-foot required front yard setback  Gregg Kobelinski, petitioner 1069 North Shore Drive
<b><u>PZC Recommendation:</u></b>	To approve the Planning and Zoning Commission (PZC) recommendation and adopt an Ordinance granting the variation for 1069 North Shore Drive.
<b><u>Staff Contact:</u></b>	Kathryn Cowlin, Director of Community Development Elizabeth Maxwell, City Planner

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**Background:**

- The current property is a conforming lot with a non-conforming single-family home. The house is considered non-conforming due to the UDO's requirement for measuring setbacks. Due to changes over the years, setbacks have changed and now the structure and attached deck are considered non-conforming. Non-conforming structures are not required to come into compliance, but since they are increasing the non-conformity by covering a portion of the deck, it requires the variation.
- Front yard (lake side) and street side setbacks are determined by the average of homes for the length of the block or within 400 feet. The setback cuts across the existing house. The covered deck portion extends 11.76 feet into the 63.64 front yard setback.

**PZC Highlights:**

The following discussion took place during the Planning and Zoning Commission hearing:

- The petitioner explained the covered portion of the deck does not extend beyond the existing house footprint. The fact that the shoreline cuts inward along their lot causes the averaged setback to be farther than on other deeper lots.
- The PZC found that the petition did meet the Findings of Facts.



The Planning and Zoning Commission recommended **approval (5-0)** of the petitioner's request with the following recommended conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
  - A. Application (Kobelinski, received 02/06/23)
  - B. Site Plan (Illini Technical Consultants dated 06/14/04, received 01/24/23)
  - C. Deck Plans (Caldarella Group, undated, received 01/10/23)
2. The petitioner shall address all of the review comments and requirements of Community Development Department.

**Votes Required to Pass:**            A simple majority vote



## Acknowledgement Form

Regarding the Variations at 1069 North Shore Drive. 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:

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Petitioner's Name: \_\_\_\_\_

*D. Stahl*

Signature

Date: \_\_\_\_\_

3/7/23

### **Recommended Conditions:**

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
  - A. Application (Kobelinski, received 02/06/23)
  - B. Site Plan (Illini Technical Consultants dated 06/14/04, received 01/24/23)
  - C. Deck Plans (Caldarella Group, undated, received 01/10/23)
2. The petitioner shall address all of the review comments and requirements of Community Development Department.

PIQ Map  
1069 North Shore Drive





**The City of Crystal Lake Illinois**

**AN ORDINANCE GRANTING A SIMPLIFIED RESIDENTIAL VARIATION TO ALLOW A COVERING OF THE DECK, WHICH ENCROACHES 11.76 FEET INTO THE 63.46-FOOT FRONT YARD SETBACK AT 1069 NORTH SHORE DRIVE**

WHEREAS, pursuant to the terms of a Petition (File #PLN-2023-26) before the Crystal Lake Planning and Zoning Commission, the Petitioners have requested a Variation to allow a covering over the deck, which encroaches 11.76 feet into the 63.46-foot required front yard setback at 1069 North Shore Drive; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on February 10, 2023 in the Northwest Herald, held a public hearing at 7:00 p.m., on March 1, 2023 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed setback variations; and

WHEREAS, on March 1, 2023, 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 Variations be approved, as documented in the minutes, and

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

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

Section I: That a Variation to allow a covering over the deck, which encroaches 11.76 feet into the 63.46-foot required front yard setback for the property commonly known as 1069 North Shore Drive (18-01-229-059), Crystal Lake, Illinois is hereby approved.

Section II: Said Variation is issued with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
  - A. Application (Kobelinski, received 02/06/23)
  - B. Site Plan (Illini Technical Consultants dated 06/14/04, received 01/24/23)
  - C. Deck Plans (Caldarella Group, undated, received 01/10/23)

2. The petitioner shall address all of the review comments and requirements of Community Development Department.

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

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

DATED at Crystal Lake, Illinois, this 21<sup>st</sup> day of March, 2023.

City of Crystal Lake, an  
Illinois municipal corporation

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Haig Haleblian, MAYOR

SEAL

ATTEST:

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Nick Kachiroubas, CITY CLERK

Passed: March 21, 2023

Approved: March 21, 2023



## #2023-26 1069 North Shore Drive – Variation Project Review for Planning and Zoning Commission

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<b><u>Meeting Date:</u></b>	March 1, 2023
<b><u>Request:</u></b>	Variation to allow a covering over the deck, which encroaches 11.76 feet into the 63.46-foot required front yard setback.
<b><u>Location:</u></b>	1069 North Shore Drive
<b><u>Acreage:</u></b>	Approximately 12,500 square feet
<b><u>Existing Zoning:</u></b>	R-2 Single Family
<b><u>Surrounding Properties:</u></b>	North: R-2 Single Family South: Crystal Lake? East: R-2 Single Family West: R-2 Single-Family
<b><u>Staff Contact:</u></b>	Elizabeth Maxwell (815.356.3615)

---

### **Background:**

- The property is an existing single-family residential lot in Crystal Lake.
- The house contains an existing deck that wraps around the south side of the house. The petitioner is proposing a covering over a portion of this deck.
- Decks are considered accessory structures. Accessory structures are permitted to encroach four feet into any setback provided they are uncovered. The covering requires the deck meet the principal structure setbacks.
- The front yard (lake side) setback is determined by the average of homes for the length of the block or within 400 feet. The setback is 63.46 feet.



**Development Analysis:**

General

- Request: To construct a roof structure over a portion of the deck, which requires that it now meet the principal structure setback. The covered portion would encroach 11.76 feet into the 63.46-foot required front yard setback..
- Zoning: The site is zoned R-2 Single Family. This property is used as a single-family home.
- Land Use: The land use map shows the area as Urban Residential. This land use designation is appropriate for this use.
- Due to changes over the years, setbacks have changed and now the structure and attached deck are considered non-conforming. Non-conforming structures are not required to come into compliance. Since they are increasing the non-conformity by covering a portion of the deck, it requires the variation.

**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.**

**Findings of Fact:**

**ZONING ORDINANCE VARIATION**

The petitioner is requesting a variation from Article 3 to allow a covering over an existing deck which would encroach 11.76 feet into the 63.46-foot required front yard setback.

The Unified Development Ordinance lists specific standards for the review and approval of a variation. The granting of a variation rests upon the applicant proving practical difficulty or hardship caused by the Ordinance requirements as they relate to the property. To be considered a zoning hardship, the specific zoning requirements; setbacks, lot width and lot area must create a unique situation on this property. It is the responsibility of the petitioner to prove hardship at the Planning and Zoning Commission public hearing.

Standards

When evidence in a specific case shows conclusively that literal enforcement of any provision of this Ordinance would result in a practical difficulty or particular hardship because:

- The plight of the property owner is due to unique circumstances, such as, unusual surroundings or conditions of the property involved, or by reason of exceptional narrowness, shallowness or shape of a zoning lot, or because of unique topography, or underground conditions.

*Meets*

*Does not meet*

b. Also, that the variation, if granted, will not alter the essential character of the locality.

*Meets*                       *Does not meet*

For the purposes of supplementing the above standards, the Commission may take into consideration the extent to which the following facts favorable to the application have been established by the evidence presented at the public hearing:

a. That the conditions upon which the application for variation is based would not be applicable generally to other property within the same zoning classification;

*Meets*                       *Does not meet*

b. That the alleged difficulty or hardship has not been created by any person presently having interest in the property;

*Meets*                       *Does not meet*

c. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; or

*Meets*                       *Does not meet*

d. That the proposed variation will not impair an adequate supply of light or air to adjacent property, will not unreasonably diminish or impair the property values of adjacent property, will not unreasonably increase congestion in the public streets, substantially increase the danger of fire or otherwise endanger public safety.

*Meets*                       *Does not meet*

Where the evidence is not found to justify such conditions, that fact shall be reported to the City Council with a recommendation that the variation be denied.

**Recommended Conditions:**

If a motion to recommend approval of the petitioner's request is made, it should be with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
  - A. Application (Kobelinski, received 02/06/23)
  - B. Site Plan (Illini Technical Consultants dated 06/14/04, received 01/24/23)
  - C. Deck Plans (Caldarella Group, undated, received 01/10/23)
2. The petitioner shall address all of the review comments and requirements of Community Development Department.



**Application for Simplified Residential Variation**

Application Number: _____	<b>FOR OFFICE USE ONLY</b>
Project Name: _____	
Date of Submission: _____	

**I. Applicant**

Gregg Kobelinski

Name

1069 N. Shore Dr.

Street

Crystal Lake

Illinois

60014

City

State

Zip Code

Telephone Number

Fax Number

E-mail address

**II. Owner of Property (if different)**

Name

Address

Telephone Number

**III. Project Data**

1. a. Location/Address: 1069 N. Shore Dr.

b. PIN #: 18-01-229-059

2. Description of proposal/Reason for request (including how the standards for variation are met, any unique circumstance of the property, or particular hardship):

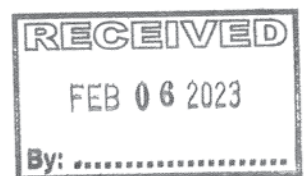
DESCRIBE THE UNIQUE CIRCUMSTANCES OF THE PROPERTY:

The property was purchased in 2004. Later that year a building permit was issued to add a second floor over the existing family room. We have recently been made aware that the deck facing the lake ( which has not been altered since purchase ) along with half of the family room and second floor fall within the setback from the lake.

We are seeking a variance to bring the property in compliance.

IS THE HARDSHIP SELF-CREATED?

No



ARE THE CONDITIONS APPLICABLE TO OTHER PROPERTIES IN THE SAME ZONING CLASSIFICATION?

Yes. The two homes to both the left and to the right all have part of their buildings extending out toward the lake approximately as far as our house

WILL THE VARIATION ALTER THE ESSENTIAL CHARACTER OF THE LOCALITY?

NO

WILL THE VARIATION, IF GRANTED BE DETRIMENTAL TO PUBLIC WELFARE OR INJURIOUS TO OTHER PROPERTY?

NO

WILL THE VARIATION AS PROPOSED IMPAIR ADEQUATE SUPPLY OF LIGHT OR AIR TO ADJACENT PROPERTY; DIMINISH PROPERTY VALUE; INCREASE CONGESTION IN PUBLIC STREETS; SUSBTANTIALLY INCREASE THE DANGER OF FIRE; OT ENDANGER PUBLIC SAFETY?

NO

3. List any previous variations that are approved for this property: \_\_\_\_\_

**IV. Signatures**

2/4/23

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.

2/4/23

OWNER: Print and Sign name

Date

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



**CRYSTAL LAKE PLANNING AND ZONING COMMISSION  
WEDNESDAY, MARCH 1, 2023  
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS**

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

**CALL TO ORDER**

On roll call, members Greenman, Repholz, Skluzacek, Smith, and Teetsov were present. Mr. Gronow was absent.

Kathryn Cowlin, Director of Community Development and Elizabeth Maxwell, City Planner were present from Staff.

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

**2023-26 – 1069 NORTH SHORE DRIVE – VARIATION**

Request for a Variation from Article 3 to allow a covering over the deck, which encroaches 11.76 feet into the required 63.46-foot front yard setback.

Gregg Kobelinski was present to represent the request. Mr. Kobelinski bought the house 18 years ago as it exists now, they have not made any changes to the exterior footprint of the house or deck. Their neighbor has a covering over their deck so they are able to sit outside and enjoy the lake when it is raining. The proposed covering would not extend closer to the lake than the existing footprint of the house. His hardship is the existing layout of the deck and house, the average setback which cuts across the house and the fact that the shoreline cuts inward at their lot making the setback go farther into their lot than adjacent lots.

Staff summarized the request.

Mr. Greenman opened the public hearing. There being no one wishing to speak, he closed the public hearing.

Mr. Smith said this is a simple request, he asked that he not try to cover the entire deck.

Ms. Repholz said this will not impact anyone, it is straight forward and sensible.

Ms. Teetsov supports this as it is not impacting sight lines.

Mr. Skluzacek had no problem with the request.

Mr. Greenman said the ordinance itself and how it treats covering structures causes the hardships and noted the petitioner meets the Findings of Fact.

Mr. Smith made a motion to approve 2023-26 a Variation to allow a covering over the deck which encroaches 11.76 feet into the required 63.46-foot front yard setback with the following staff conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
  - A. Application (Kobelinski, received 02/06/23)
  - B. Site Plan (Illini Technical Consultants dated 06/14/04, received 01/24/23)
  - C. Deck Plans (Caldarella Group, undated, received 01/10/23)
2. The petitioner shall address all of the review comments and requirements of Community Development Department.

Mr. Skluzacek seconded the motion. On roll call Members Greenman, Repholz, Skluzacek, Smith, and Teetsov voted aye. Motion passed 5-0.

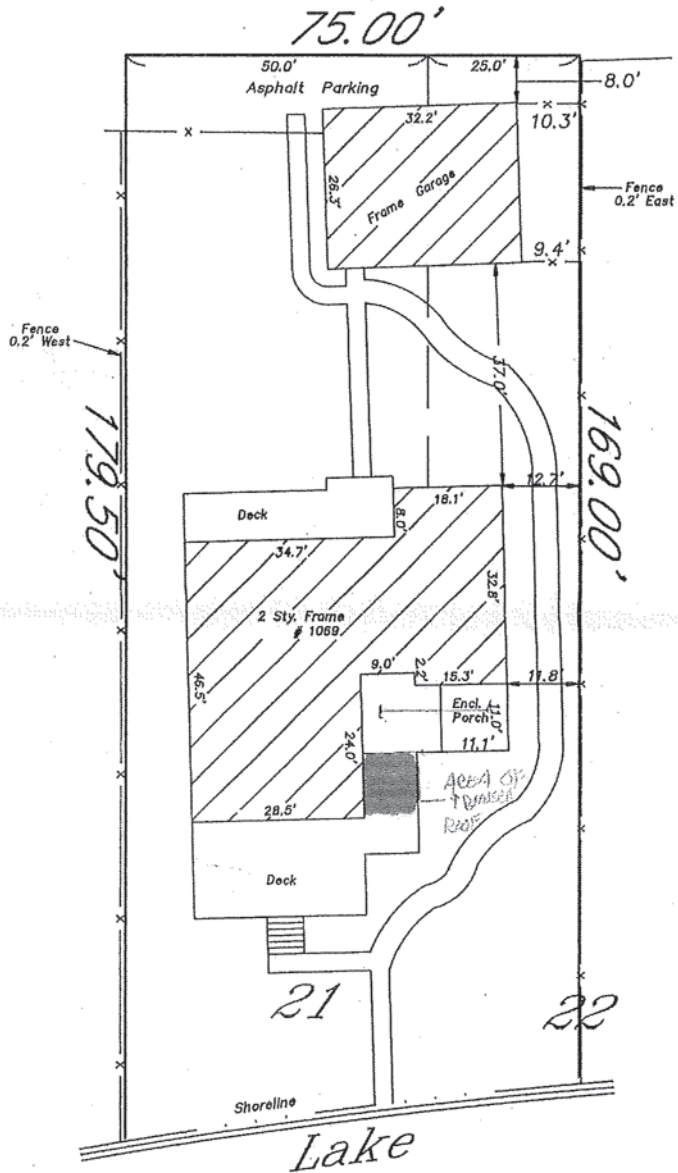
#### **ADJOURNMENT**

Mr. Smith made a motion to adjourn the meeting. Mr. Skluzacek seconded the motion. On voice vote, all members voted aye. The meeting was adjourned at 9:41 p.m.

# PLAT OF SURVEY

The West Half of Lot 22 and all of Lot 21 in Block 1 in Clow's Crystal Lake Park, a Subdivision of part of Lot 2 of the Northeast Quarter of Section 1, Township 43 North, Range 7 East of the Third Principal Meridian, and part of Lot 2 of the Northwest Quarter of Section 6, Township 43 North, Range 8 East of the Third Principal Meridian, according to the Plat thereof recorded September 6, 1894 as Document No. 13360, in Book 1 of Plate, page 54, in McHenry County, Illinois.

*North Shore Drive*



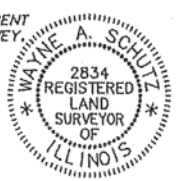
NOTE: Iron Pipe or equivalent at all lot corners.

STATE OF ILLINOIS )  
COUNTY OF McHENRY ) S.S.

ILLINI TECHNICAL CONSULTANTS HEREBY CERTIFY THAT THEY HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY, AND THAT THIS PLAT CORRECTLY REPRESENTS SAID SURVEY PERFORMED, AND THE ON SITE CONDITIONS PRESENT ON THAT DATE.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED: 6-14-04  
*W. Setz*  
ILLINOIS LAND SURVEYOR # 2834



Scale: 1" = 20'



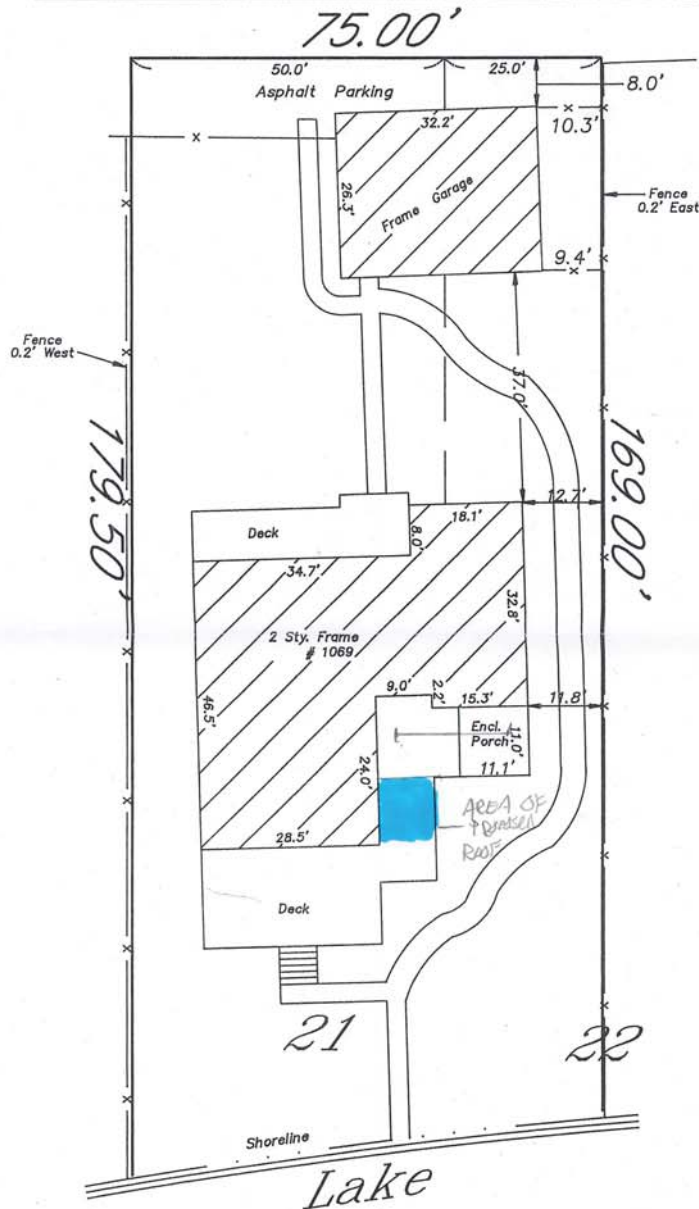
**ILLINI TECHNICAL CONSULTANTS**  
LAND SURVEYORS- SITE DEVELOPMENT MANAGEMENT  
807 GLENDALE DRIVE  
CRYSTAL LAKE, ILLINOIS 60014  
(815) 455-7777

JOB NUMBER: 04-337

# PLAT OF SURVEY

The West Half of Lot 21 and all of Lot 22 in Block 1 in Clow's Crystal Lake Park, a Subdivision of part of Lot 2 of the Northeast Quarter of Section 1, Township 43 North, Range 7 East of the Third Principal Meridian, and part of Lot 2 of the Northwest Quarter of Section 6, Township 43 North, Range 8 East of the Third Principal Meridian, according to the Plat thereof recorded September 6, 1894 as Document No. 13360, in Book 1 of Plate, page 54, in McHenry County, Illinois.

*North Shore Drive*



NOTE: Iron Pipe or equivalent at all lot corners.

STATE OF ILLINOIS )  
 COUNTY OF McHENRY ) S.S.

ILLINI TECHNICAL CONSULTANTS HEREBY CERTIFY THAT THEY HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY, AND THAT THIS PLAT CORRECTLY REPRESENTS SAID SURVEY PERFORMED, AND THE ON SITE CONDITIONS PRESENT ON THAT DATE.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED: 6-14-04

*W. Schultz*  
 ILLINOIS LAND SURVEYOR # 2834

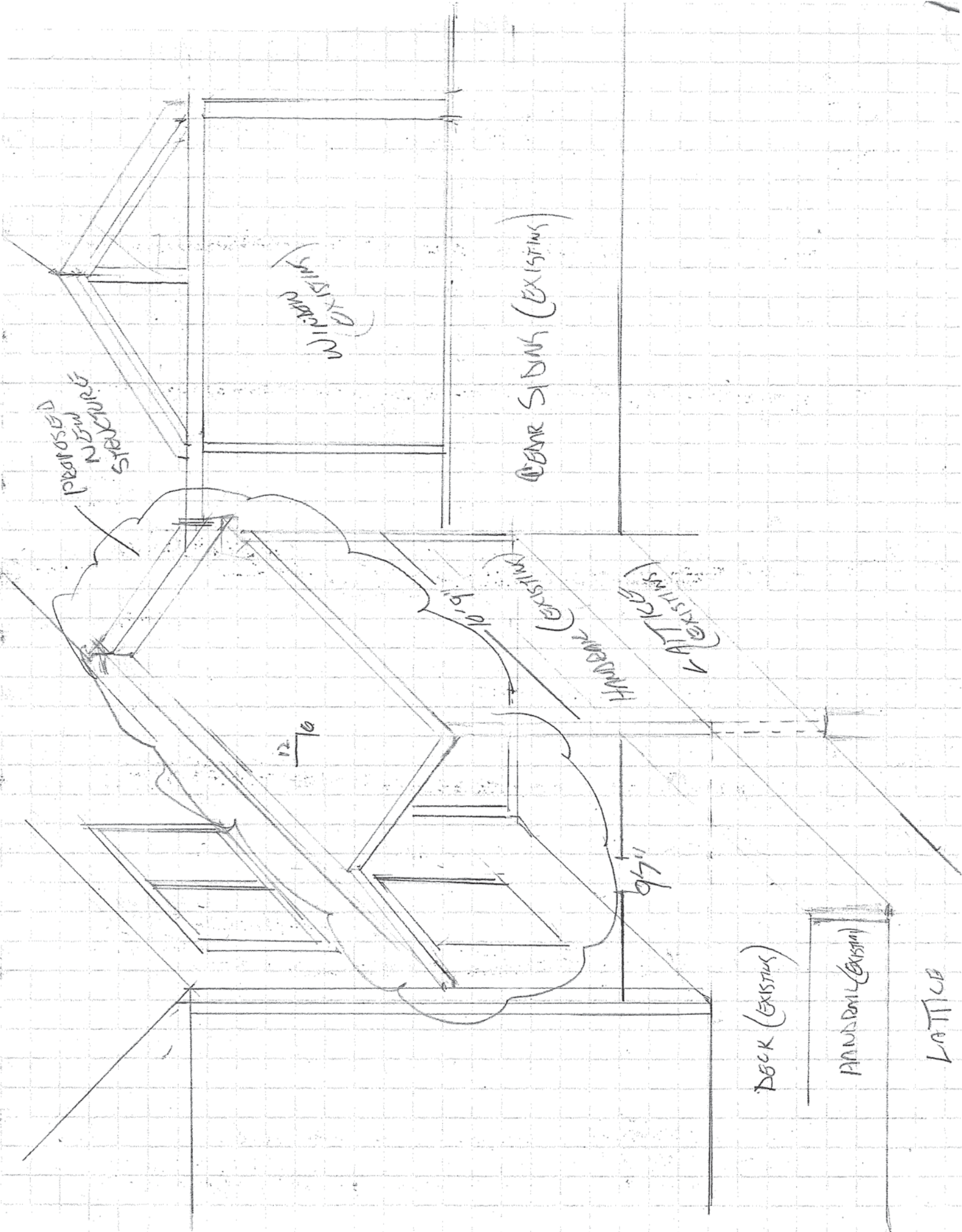


Scale: 1" = 20'

**ILLINI TECHNICAL CONSULTANTS**

LAND SURVEYORS- SITE DEVELOPMENT MANAGEMENT  
 807 GLENDALE DRIVE  
 CRYSTAL LAKE, ILLINOIS 60014  
 (815) 455-7777

JOB NUMBER: 04-337



PROPOSED  
NEW  
STRUCTURE

EXISTING  
WINDOW

DECK (EXISTING)

HANDRAIL (EXISTING)

1\"/>

DECK (EXISTING)

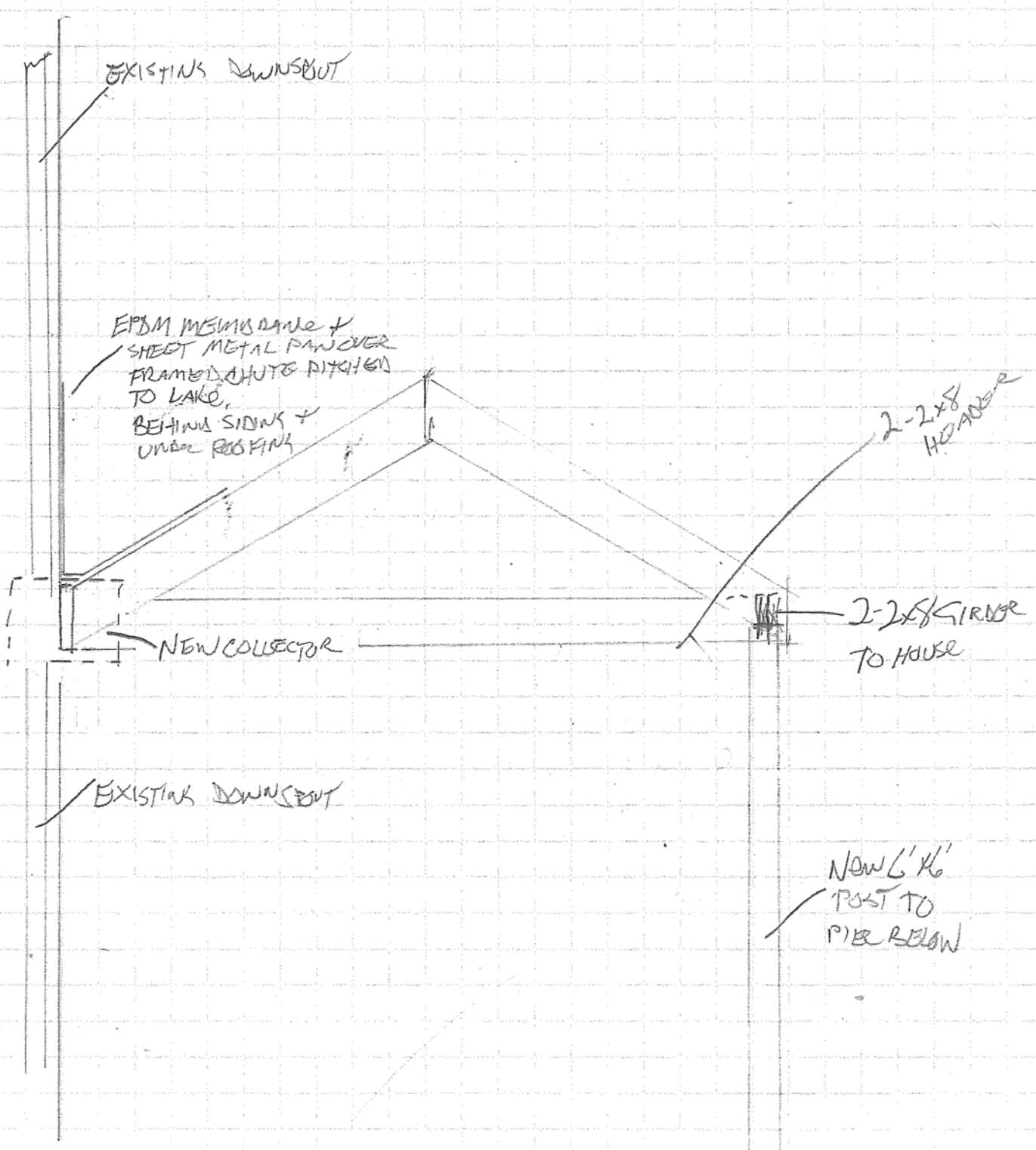
HANDRAIL (EXISTING)

LATTICE

12' 6"

10' 9"

11' 4"



EXISTING DOWNSPOUT

EPDM MEMBRANE +  
SHEET METAL PAN OVER  
FRAMED CHUTE PITCHED  
TO LAKE,  
BEHIND SIDING +  
UNDER ROOFING

NEW COLLECTOR

2-2x8  
HEADER

2-2x8 GIRDER  
TO HOUSE

EXISTING DOWNSPOUT

NOW 6\"/>



NEW ROOF TO  
EXTEND FROM  
THIS SIDE

REMOVE THIS  
POST + RAIL NEW GOLF  
TO PIER BELOW







**Agenda Item No: 12**

**City Council  
Agenda Supplement**

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**Meeting Date:** March 21, 2023

**Item:** REPORT OF THE PLANNING & ZONING COMMISSION

Oasis Senior Living

**Requests:** Preliminary Planned Unit Development and Special Use Permit for a Nursing Home with Variations from the requirement to have a landscape island every 10 parking spaces to allow 11 spaces and from the required 50-foot setback from residential zoning districts to allow 20 feet along the north property line for Oasis Senior Living

**Petitioner:** Tahir Kahn, petitioner  
952 McHenry Avenue

**PZC Recommendation:** To approve the Planning and Zoning Commission (PZC) recommendations and adopt an Ordinance granting the Preliminary Planned Unit Development and Special Use Permit with Variations for Oasis Senior Living at 952 McHenry Avenue.

**Staff Contact:** Kathryn Cowlin, Director of Community Development  
Elizabeth Maxwell, City Planner

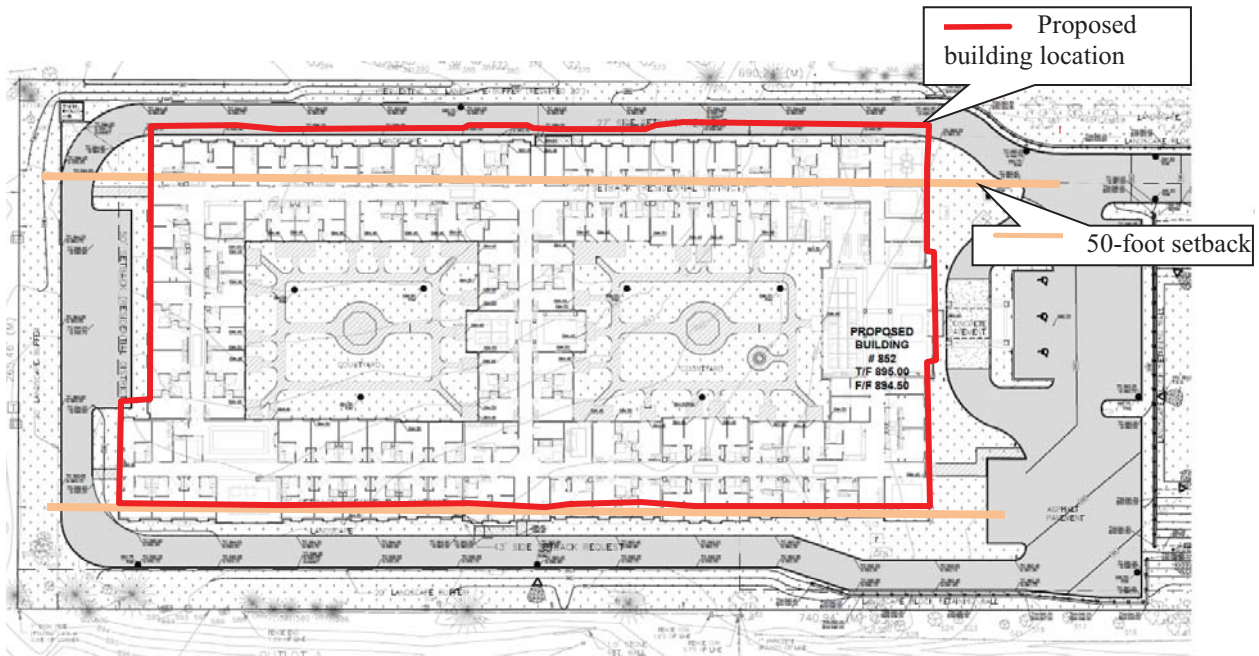
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**Background:**

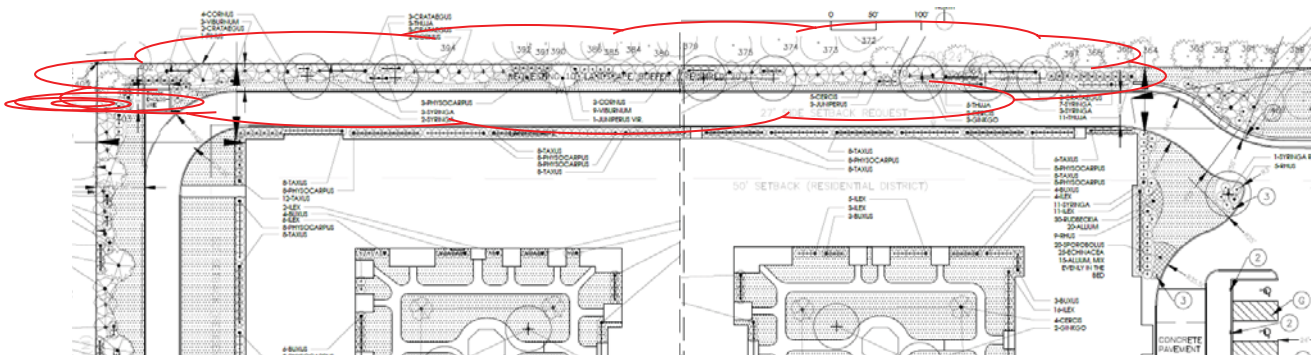
- The site is currently owned by Prince of Peace Lutheran Church and contains an existing residence that has been modified to an office building and a storage building. The buildings would be removed for the new nursing home facility.
- The mission of the petitioner is to provide safe housing for nursing home and memory care patients. Only about two or three residents drive, therefore most stay at the facility full time. The large courtyards provide safe green space for the residents to enjoy and gathering opportunities for their family and friends then they visit.
- The petitioner requested three variations.
  - The first was to allow 11 parking spaces in a row without a landscape island. This is for the parking row along the west side of the building.
  - The second and third variations were from the 50-foot yard abutting residential.

- The petitioner requested a 7-foot encroachment into the south 50-foot residential setback and a 23-foot encroachment into the north 50-foot setback. Since the church is located to the north and no actual residential use, the PZC wanted the building moved farther north to eliminate the variation along the south.

50-foot setback and where it would fall on the building and proposed setback per PZC recommendation:



There is potential for the landscape buffer to be limited with the PZC recommendation. With the reduction of 7 feet along the north, the landscape buffer will need to be modified with the removal of landscape materials including trees. The current distance is 11.97 feet so this would be reduced to 4.97 or about 5 feet. Larger trees would not fit in this buffer.



**PZC Highlights:**

- The PZC was concerned with the setback variation along the south property line and requested the building be moved north increasing that variation while eliminating the south variation along the actual residences.

- They also added a requirement to add a privacy fence between this project and the residences.
- Nearby residents attended the meeting and did not comment during the public hearing.
- The PZC found that this request meets the Findings of Fact.

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

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
  - A. Application (Weber [Trust Officer], received 09/15/22)
  - B. Elevations (Seidell Architects, dated 01/31/23, received 01/31/23)
  - C. Landscape Plan (G Studio dated 12/12/22, received 01/04/23)
  - D. Engineering Plans (BCI, dated 01/31/23, received 01/31/23)
2. An exterior access door for the fire protection equipment room is needed.
3. The trash enclosure must be a brick or stone material to complement the building.
4. The petitioner shall submit a Final PUD that is in concert with the approved preliminary PUD.
5. Final revisions to the plans to meet all engineering requirements are required, which include revisions to the detention basin, as part of the Final PUD submittal.
6. All signage must comply with the UDO standards for multi-family residential signs.
7. The petitioner shall address all of the review comments and requirements of Community Development, Fire Rescue and Public Works and Engineering Departments, as well as the City’s Stormwater Consultant.
8. **Add fencing between this use and the residential uses.** (Added by PZC)
9. **Work with staff for ways to further break up the elevation.** (Added by PZC)

**Votes Required to Pass:** A simple majority.



## Acknowledgement Form

Regarding the Preliminary Planned Unit Development and Special Use Permit for a Nursing Home with Variations at 952 McHenry Avenue. 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:

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Petitioner's Name: \_\_\_\_\_

Signature

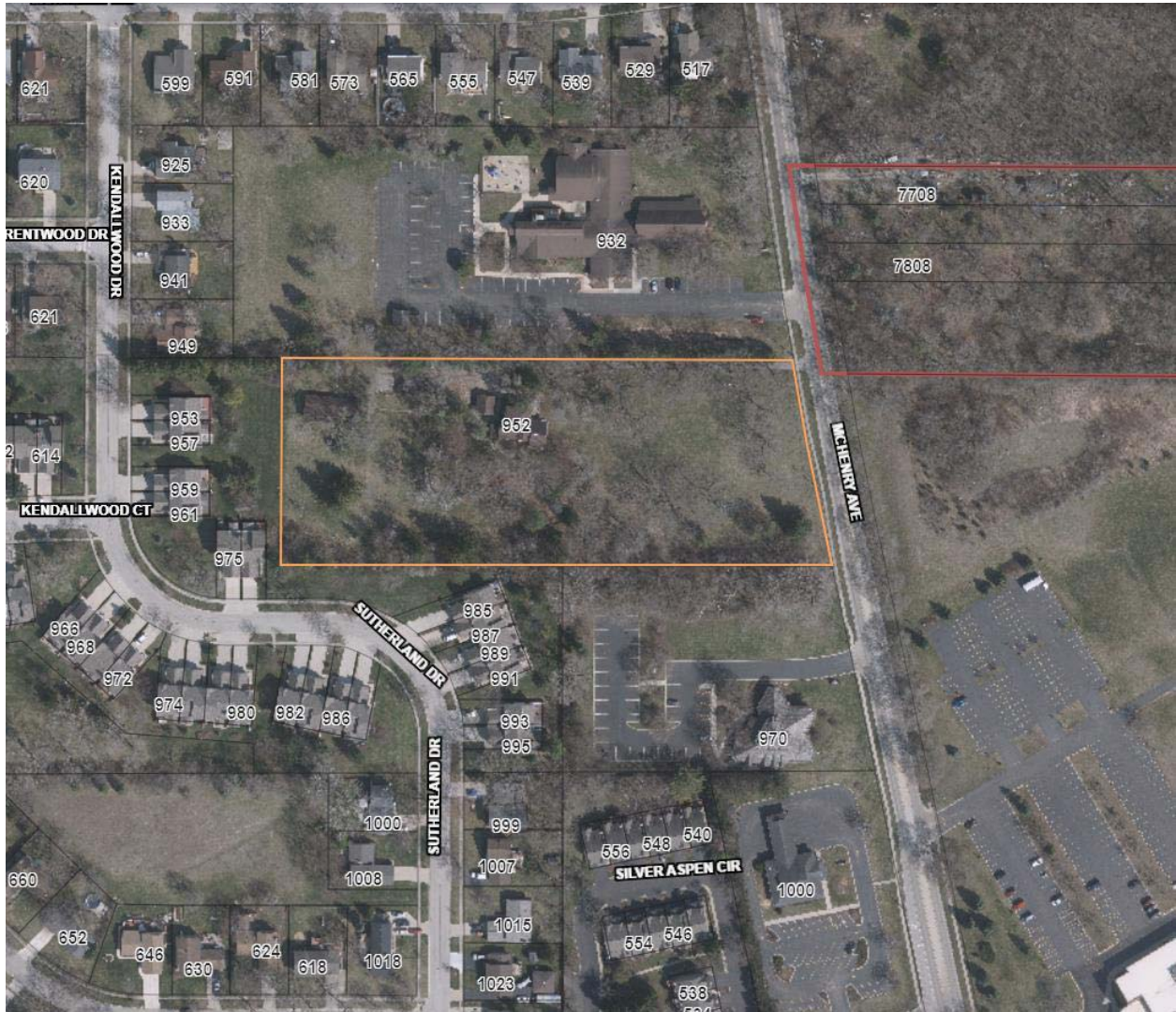
Date: 3/13/23

### Recommended Conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
  - A. Application (Weber [Trust Officer], received 09/15/22)
  - B. Elevations (Seidell Architects, dated 01/31/23, received 01/31/23)
  - C. Landscape Plan (G Studio dated 12/12/22, received 01/04/23)
  - D. Engineering Plans (BCI, dated 01/31/23, received 01/31/23)
2. An exterior access door for the fire protection equipment room is needed.
3. The trash enclosure must be a brick or stone material to complement the building.
4. The petitioner shall submit a Final PUD that is in concert with the approved preliminary PUD.
5. Final revisions to the plans to meet all engineering requirements are required, which include revisions to the detention basin, as part of the Final PUD submittal.
6. All signage must comply with the UDO standards for multi-family residential signs.

7. The petitioner shall address all of the review comments and requirements of Community Development, Fire Rescue and Public Works and Engineering Departments, as well as the City's Stormwater Consultant.
8. Add fencing between this use and the residential uses.
9. Work with staff for ways to further break up the elevation.

PIQ Map  
952 McHenry Avenue







**The City of Crystal Lake Illinois**

**AN ORDINANCE GRANTING A PRELIMINARY PLANNED UNIT DEVELOPMENT AND SPECIAL USE PERMIT FOR A NURSING HOME WITH VARIATIONS FROM THE REQUIREMENT TO HAVE A LANDSCAPE ISLAND EVERY 10 PARKING SPACES TO ALLOW 11 SPACES AND FROM THE REQUIRED 50-FOOT SETBACK FROM RESIDENTIAL ZONING DISTRICTS TO ALLOW 20 FEET ALONG THE NORTH PROPERTY LINE FOR OASIS SENIOR LIVING AT 952 MCHENRY AVENUE**

WHEREAS, pursuant to the terms of a Petition (File #PLN-2022-250) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested a Preliminary Planned Unit Development and Special Use Permit for a Nursing Home with Variations from the requirement to have a landscape island every 10 parking spaces to allow 11 spaces and from the required 50-foot setback from residential zoning districts to allow 27 feet along the north property line and 43 feet along the south property line for Oasis Senior Living 952 McHenry Avenue; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on January 13, 2023 in the Northwest Herald, held a public hearing at 7:00 p.m., on March 1, 2023, at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Preliminary Planned Unit Development and Special Use Permit with Variations, and

WHEREAS, on March 1, 2023, 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 Special Use Permit with Variations be approved, as documented in the minutes, and

WHEREAS, it is in the best interests of the CITY OF CRYSTAL LAKE that the Preliminary Planned Unit Development and Special Use Permit with Variations be issued as modified by the Planning and Zoning Commission.

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

Section I: That a Preliminary Planned Unit Development and Special Use Permit for a Nursing Home with Variations from the requirement to have a landscape island every 10 parking spaces to allow 11 spaces and from the required 50-foot setback from residential zoning districts to allow 20 feet along the north property

line for Oasis Senior Living at the property commonly known as 952 McHenry Avenue (19-07-451-036), Crystal Lake, Illinois is hereby approved.

Section II: Said Preliminary Planned Unit Development and Special Use Permit with Variations is issued with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
  - A. Application (Weber [Trust Officer], received 09/15/22)
  - B. Elevations (Seidell Architects, dated 01/31/23, received 01/31/23)
  - C. Landscape Plan (G Studio dated 12/12/22, received 01/04/23)
  - D. Engineering Plans (BCI, dated 01/31/23, received 01/31/23)
2. An exterior access door for the fire protection equipment room is needed.
3. The trash enclosure must be a brick or stone material to complement the building.
4. The petitioner shall submit a Final PUD that is in concert with the approved preliminary PUD.
5. Final revisions to the plans to meet all engineering requirements are required, which include revisions to the detention basin, as part of the Final PUD submittal.
6. All signage must comply with the UDO standards for multi-family residential signs.
7. The petitioner shall address all of the review comments and requirements of Community Development, Fire Rescue and Public Works and Engineering Departments, as well as the City's Stormwater Consultant.
8. Add fencing between this use and the residential uses.
9. Work with staff for ways to further break up the elevation.

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

Ord. No.  
File No.

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

DATED at Crystal Lake, Illinois, this 21<sup>st</sup> day of March, 2023.

City of Crystal Lake, an  
Illinois municipal corporation

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Haig Haleblan, MAYOR

SEAL

ATTEST:

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Nick Kachiroubas, CITY CLERK

Passed: March 21, 2023

Approved: March 21, 2023



**#2022-250 Oasis Senior Living  
952 McHenry Avenue – Preliminary Planned Unit  
Development and Special Use Permit for a Nursing  
Home  
Project Review for Planning and Zoning Commission**

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**Meeting Date:** March 1, 2023

**Requests:**

1. Preliminary Planned Unit Development and Special Use Permit for a Nursing Home.
2. Variation from the requirement to have a landscape island over 10 parking spaces to allow 11 spaces.
3. Variation from the required 50-foot setback from resident zoning districts to allow 43 feet along the south property line and 27 feet along the north property line.

**Location:** 952 McHenry Avenue

**Acreage:** Approximately 4.2 acres

**Existing Zoning:** O PUD Office

**Surrounding Properties:**

North:	R-2 Single Family Residential
South:	R-2 PUD Single-Family Residential and O PUD Office
East:	R-2 Single Family Residential
West:	R-2 PUD Single Family Residential

**Staff Contact:** Elizabeth Maxwell (815.356.3615)

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**Background:**

- The property is owned by the Prince of Peace Lutheran Church and contains an existing residence and storage building.
- The property would be redeveloped with a nursing home for assisted and memory care patients.

**Development Analysis:**

**General**

- **Request:** A Preliminary Planned Unit Development and Special Use Permit for a Nursing Home with Variations.

- Zoning: The site is zoned O PUD Office. Nursing Home is allowed as a Special Use Permit in this zoning district.
- Land Use: The land use map shows the area as Office. This land use designation is appropriate for this use.
- Site Plan:
  - The building is two connected squares each with their own center courtyard. The courtyards feature walkways and gazebos.
  - There is one entrance off McHenry Avenue, which leads to a drive around the entire site. This driveway is required for Fire Rescue purposes.
  - Parking is provided at the front of the site. Parking for nursing care is required at 0.5 spaces per room. 77 rooms are provided, which requires 39 spaces. The site is providing 40 spaces.
- Landscape Plan:
  - Numerous trees are being removed on the property, which total 74 replacement trees. The plan illustrates 113 trees to be planted, so the tree removal requirement will be met.
  - Landscape surrounds the entire perimeter of the site including street trees along McHenry Avenue.
  - Foundation base landscape is planted around the building including inside the courtyard areas.
- Elevations:
  - The building is comprised of cultured stone, shake style cement fiber siding, and composite lap siding.
  - The cultured stone wraps around the entire base of the building and extends up to the roofline at the front facing architectural façade features.
  - The front façade features a covered entry, large peaked roof and cupola.
  - Several small dormers are scattered along the roofline to help break up the visual expanse of the long roof.
  - The elevations meet the design standards.
- Engineering Plans: .
  - A large detention basin is designed at the front of the site. Storm sewer piping from around the site will channel water to this basin.
  - The petitioner has created a wetland basin.

- All engineering is reviewed by the City's storm water consultant and staff for compliance with the City Codes. The petitioner will continue to work with staff on final engineering plans.

**Findings of Fact:**

**Preliminary Planned Unit Development**

The petitioner is requesting approval of a Preliminary Planned Unit Development and Special Use Permit to allow a new Nursing Home facility. 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

**Planned Unit Development Variation**

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, in the form of relief from compliance with conventional zoning ordinance site and design therefore, intended to allow substantial flexibility in planning and designing a proposal. This flexibility is often requirements.

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. If the evidence is not found to justify such conditions, that fact shall be reported to the City Council with a recommendation that the variation request be lessened or denied.

Oasis is requesting variations from:

Article 3-200 Dimensional Standards: From the required 50-foot setback from resident zoning districts to allow 43 feet along the south property line and 27 feet along the north property line.

*The UDO requires an increased setback from residentially zoned property. The land use to the north is a religious establishment. The land use to the south is single-family attached dwellings. The building was placed on the lot to reduce the impact to the single-family attached housing to the south.*

Article 4-400 F Site Landscape: From the requirement to have a parking lot landscape island every 10 parking spaces to allow 11 spaces.

*The variation allows for additional parking to be provided for the proposed land use.*

**NURSING CARE FACILITIES**

Nursing care facilities, continuing care retirement communities. All nursing care facilities and continuing care retirement communities must comply with the following standards:

1. General: Applications for nursing care facilities and continuing care retirement communities shall include a description of the proposed use, including the maximum number of residents and the nature of the condition or circumstances for which care, or a planned treatment or training program will be provided the number of staff and the name of the agency responsible for regulating or sponsoring the use.

Meets                       Does not meet

2. Loading area: A drop-off/pick-up area in front of the building, that can accommodate at least one 20 feet long vehicle and exclusive of the required parking lot drive aisles, shall be provided. Depending on the facility size, a larger area may be required to accommodate additional vehicles.

*Meets*                       *Does not meet*

3. Natural Features: The development plan shall identify all natural features such as wetlands, water features, mature tree stands, steep slopes and, where feasible, preserve these existing natural features.

*Meets*                       *Does not meet*

4. Recreational open space: Usable on-site open space appropriate to the needs of the residents and the nature of the care, treatment or training provided shall be provided.

*Meets*                       *Does not meet*

5. Other applicable regulations: The proposed facility shall maintain all applicable licenses required by the appropriate agencies for the use described in the application.

*Meets*                       *Does not meet*

**Comprehensive Land Use Plan 2030 Vision Summary Review:**

The Comprehensive Plan designates the subject property as Office, which allows for existing and future office and service uses. The following goal is applicable to this request:

Land Use – Office

**Goal: Maintain and expand the availability of professional and research office in appropriate locations throughout the city to complement commercial and manufacturing uses.**

**Recommended Conditions:**

If a motion to recommend approval of the petitioner’s request is made, it should be with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
  - A. Application (Weber [Trust Officer], received 09/15/22)
  - B. Elevations (Seidell Architects, dated 01/31/23, received 01/31/23)
  - C. Landscape Plan (G Studio dated 12/12/22, received 01/04/23)
  - D. Engineering Plans (BCI, dated 01/31/23, received 01/31/23)
2. An exterior access door for the fire protection equipment room is needed.
3. The trash enclosure must be a brick or stone material to complement the building.



4. The petitioner shall submit a Final PUD that is in concert with the approved preliminary PUD.
5. Final revisions to the plans to meet all engineering requirements are required, which include revisions to the detention basin, as part of the Final PUD submittal.
6. All signage must comply with the UDO standards for multi-family residential signs.
7. The petitioner shall address all of the review comments and requirements of Community Development, Fire Rescue and Public Works and Engineering Departments, as well as the City's Stormwater Consultant.



**City of Crystal Lake  
Development Application  
Ownership Sign-off Acknowledgement Form**

The following information is related to a development application. As the owner of the property in question, I (we) acknowledge that the information provided in the submittal was reviewed and approved.

Owner Information

Name: Tahir Khan

Address: 2575 Mcleod Drive North Ste C

Saginaw, MI 48604

Phone: (989) 992-4587

E-mail: tahirkhan@oasisseniorhousing.com

Project Name & Description: The Oasis of Crystal Lake

Project Address/Location: 952 S McHenry Ave, Crystal Lake, IL 60014

Signature

 12/19/22

Owner: Print and Sign name

Date

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



**CRYSTAL LAKE PLANNING AND ZONING COMMISSION  
WEDNESDAY, MARCH 1, 2023  
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS**

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

**CALL TO ORDER**

On roll call, members Greenman, Repholz, Skluzacek, Smith, and Teetsov were present. Mr. Gronow was absent.

Kathryn Cowlin, Director of Community Development and Elizabeth Maxwell, City Planner were present from Staff.

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

**2022-250 – 952 MCHENRY AVENUE – PRELIMINARY PUD, SUP, AND VARIATIONS**

Request for a Preliminary Planned Unit Development and Special Use Permit for a Nursing Home with Variation from the requirement to have a landscape island over 10 parking spaces to allow 11 spaces, and Variation from the required 50-foot setback from resident zoning districts to allow 43 feet along the south property line and 27 feet along the north property line.

Tahir Kahn, the developer, and Abhi Veer, the civil engineer were present to represent the request. Mr. Kahn stated that he develops housing for seniors. This will be a 78-unit assisted living senior care facility. Their study noted a demand for 200 beds in Crystal Lake. Existing facilities are running at about 87% occupancy, which is above the national average. They designed the building with two square courtyards for the residents. Especially with nursing and memory care patients they wanted them to have safe and monitored access to the outdoors. Inside the facility is a salon, fitness center and movie theater. They provide three meals a day. This is a low traffic generator as only 2 or 3 residents drive and there is about 10 to 15 staff on site.

Mr. Veer spoke about the plans. He noted this is a one story building to avoid stairs or elevators for the residents. They also wanted the courtyards larger for more open space for the residents. These increase the footprint of the building, which pushes it into the 50-foot setback between this use and residential zoning. This is a residential use as well and very low impact on the neighborhood.

Staff summarized the request.

Mr. Greenman opened the public hearing. There being no one wishing to speak, he closed the public hearing.

Ms. Repholz was happy they chose Crystal Lake. She loves to see them creating housing for all citizens. She is okay with the variation adjacent to the church. She appreciated the thought put into the architecture.

Mr. Smith asked what the hardship was. Mr. Veer said they needed to provide meaningful open space for the residents including landscape, walking paths, seating and gazebos so this take up a lot of space. Also they need a minimum of 68 units to make the project viable. Mr. Kahn stated they are using an existing lot. It is very difficult to find the perfect lot for sale in Crystal Lake where their footprint would fit exactly with no large excess of space, so they are asking for some minor variations to be able to redevelop this lot. Mr. Smith agreed the City needs this use.

Ms. Teetsov said there is a need for this use. She feels comfortable with the variations as the large one is adjacent to the church. She asked why there is a blank area of no windows along the front elevation, this looks strange. She would like to see the elevations broken up more.

Mr. Skluzacek stated they always need space for seniors. He is not concerned with the variation by the church. The small setback variation on the south side is okay.

Mr. Greenman said they are providing a needed service. He sees the opportunity to reduce the expansiveness of the building. The parking variation is okay. He asked the petitioners if they could redesign the site to move the building and access road seven feet to the north to eliminate the variation along the south. Mr. Veer believed it was possible. Mr. Smith said that if they could commit to moving the building to the north he could support the request. Mr. Greenman also asked if they could install fencing.

Ms. Teetsov made a motion to approve 2022-250 for a Preliminary PUD and Special Use Permit with Variations to allow 11 parking spaces and from the 50-foot yard setback from residential zoning along the north property line to allow 21 feet for Oasis Senior Housing with the following staff conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
  - A. Application (Weber [Trust Officer], received 09/15/22)
  - B. Elevations (Seidell Architects, dated 01/31/23, received 01/31/23)
  - C. Landscape Plan (G Studio dated 12/12/22, received 01/04/23)
  - D. Engineering Plans (BCI, dated 01/31/23, received 01/31/23)
2. An exterior access door for the fire protection equipment room is needed.
3. The trash enclosure must be a brick or stone material to complement the building.
4. The petitioner shall submit a Final PUD that is in concert with the approved preliminary PUD.
5. Final revisions to the plans to meet all engineering requirements are required, which include revisions to the detention basin, as part of the Final PUD submittal.
6. All signage must comply with the UDO standards for multi-family residential signs.

7. The petitioner shall address all of the review comments and requirements of Community Development, Fire Rescue and Public Works and Engineering Departments, as well as the City's Stormwater Consultant.
8. Add fencing between this use and the residential uses.
9. Work with staff for ways to further break up the elevation.

Mr. Smith seconded the motion. On roll call Members Greenman, Repholz, Skluzacek, Smith, and Teetsov voted aye. Motion passed 5-0.

**ADJOURNMENT**

Mr. Smith made a motion to adjourn the meeting. Mr. Skluzacek seconded the motion. On voice vote, all members voted aye. The meeting was adjourned at 9:41 p.m.





DATE	REVISIONS	PROJECT STAFF	ISSUE
12-13-22	PROJECT MANAGER: G. CASHMAN, P.E. 1	PROJECT MANAGER: G. CASHMAN, P.E. 1	
	DESIGNER: G. CASHMAN, P.E. 1	DESIGNER: G. CASHMAN, P.E. 1	
	CHECKER: G. CASHMAN, P.E. 1	CHECKER: G. CASHMAN, P.E. 1	
	DATE: 12-13-22		



LANDSCAPE PLANS  
 OASIS SENIOR LIVING  
 952 S. MCHENRY AVE.  
 CRYSTAL LAKE, ILLINOIS

PROJECT NO.: 202303  
 ISSUE DATE: DEC. 12, 2022  
 SCALE: AS SHOWN  
 SHEET NUMBER: L1

Location	Length (L.F.)	Amountment (L.F.)
McHenry Avenue	469	12

**Site Landscaping (Section 4-400 F)**

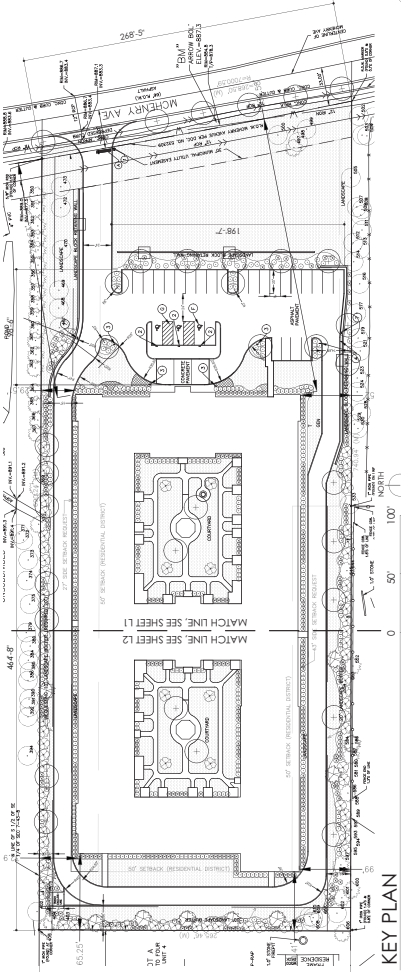
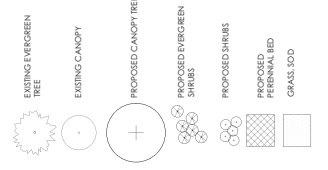
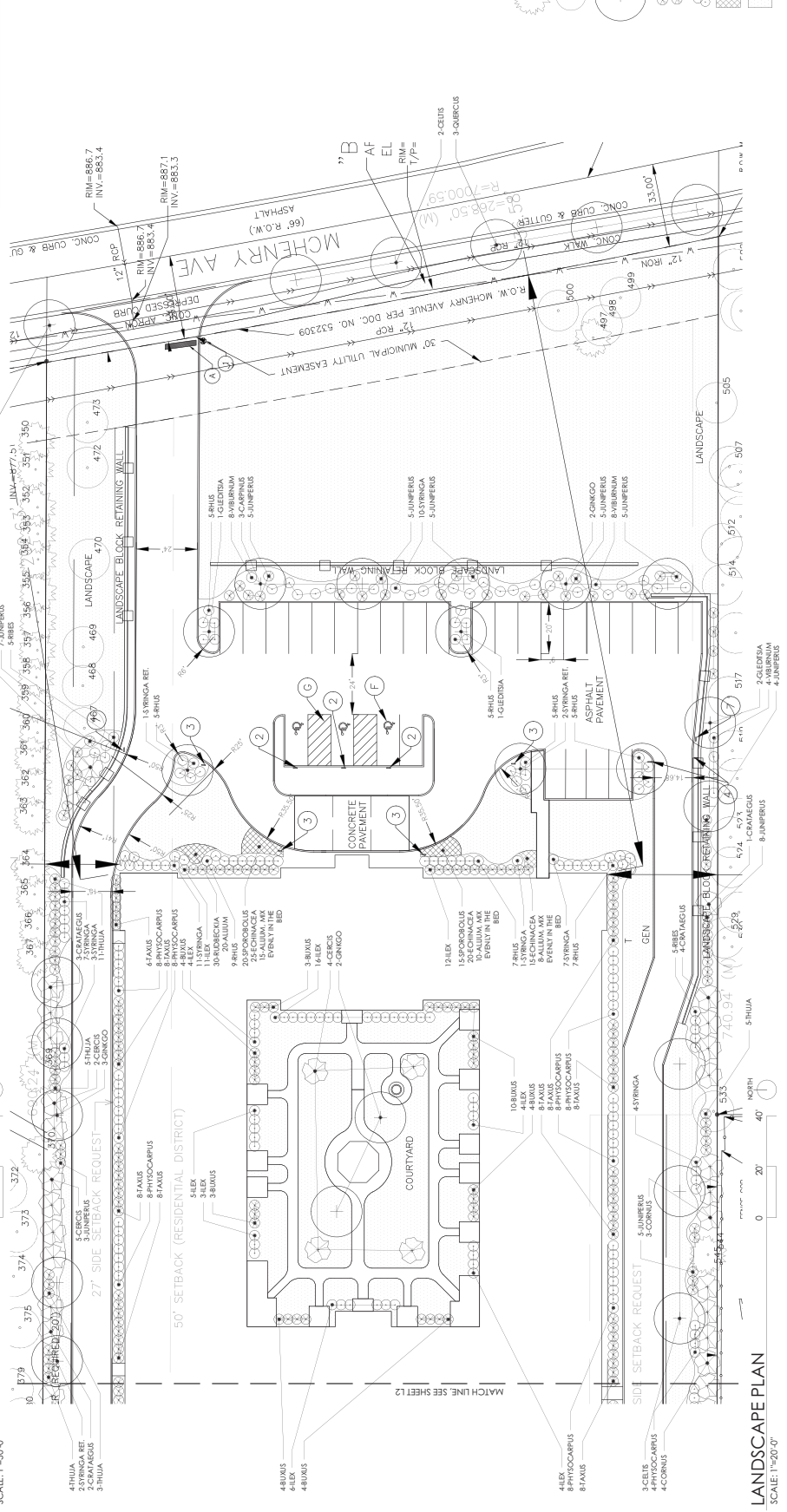
Location	Length (L.F.)	Area (S.F.)	Req. Number of trees (10/100L.F.)	Req. Number of shrubs (5/100L.F.)	Req. Number of plants (15/100L.F.)
Interior Landscaping	5	5	5	5	25

**Perimeter Landscaping abutting ROW**

Location	Length (L.F.)	Area (S.F.)	Req. Number of trees (10/100L.F.)	Req. Number of shrubs (5/100L.F.)	Req. Number of plants (15/100L.F.)
North	39	39	39	39	17
South	39	39	39	39	17

**Foundation Landscaping**

Location	Length (L.F.)	Area (S.F.)	Req. Number of trees (10/100L.F.)	Req. Number of shrubs (5/100L.F.)	Req. Number of plants (15/100L.F.)
North	49	49	49	49	24
West	26	26	26	26	14



LANDSCAPE PLAN  
 SCALE: 1"=20'0"







PROJECT NO. 22-048

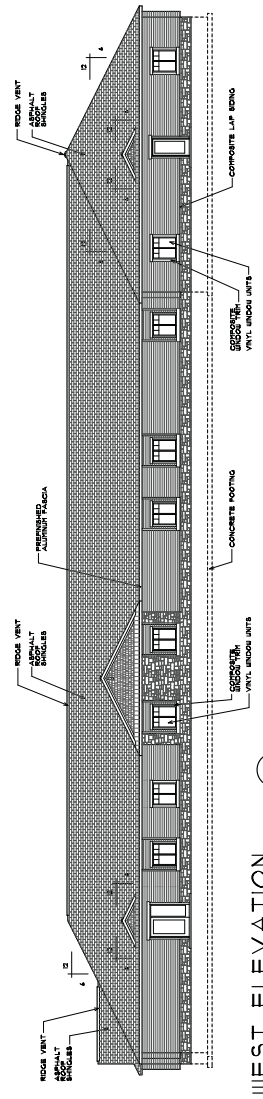
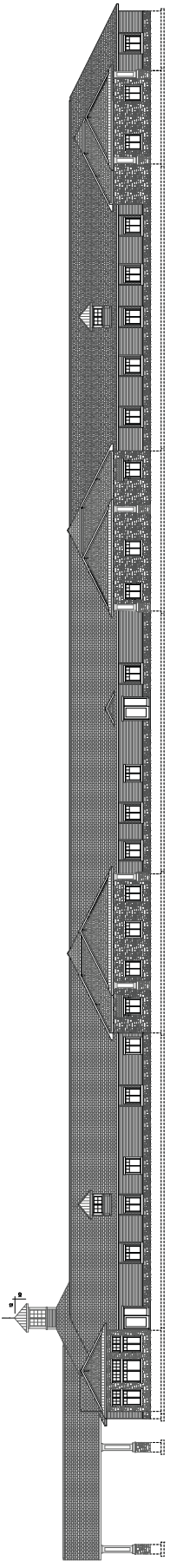
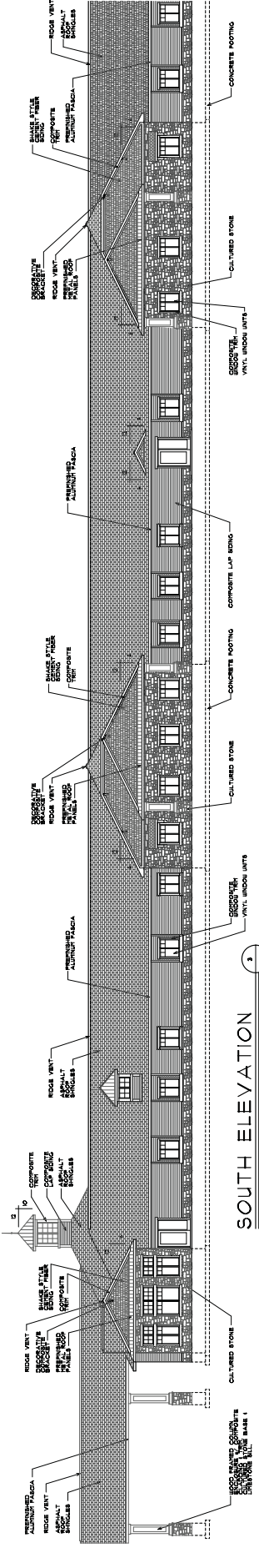
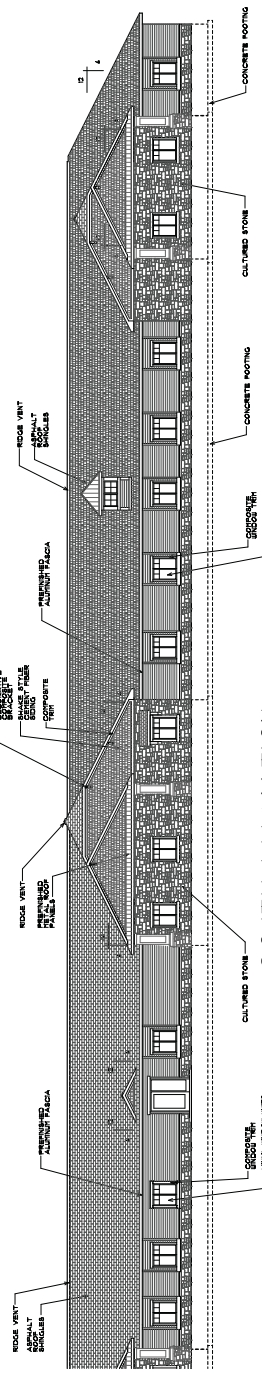
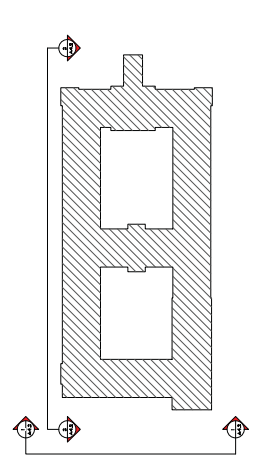
PROJECT OASIS SENIOR LIVING FACILITY  
NEW SENIOR LIVING CENTER

CRYSTAL LAKE, IL  
14 N COURT AVE, STE 201  
POST OFFICE BOX 2994  
CRYSTAL LAKE, IL 60145

RESIDENTIAL ARCHITECTS  
14 N COURT AVE, STE 201  
POST OFFICE BOX 2994  
CRYSTAL LAKE, IL 60145  
PHONE (815) 221-0332  
FAX (815) 221-8822

DATE 1/30/23  
APPROVED BY T.L.B.  
ORIGINATED BY T.L.B.  
FOR PLANNING SUBMITTAL 01/31/23

DATE 1/30/23  
DATE 01/31/23  
DATE 01/31/23







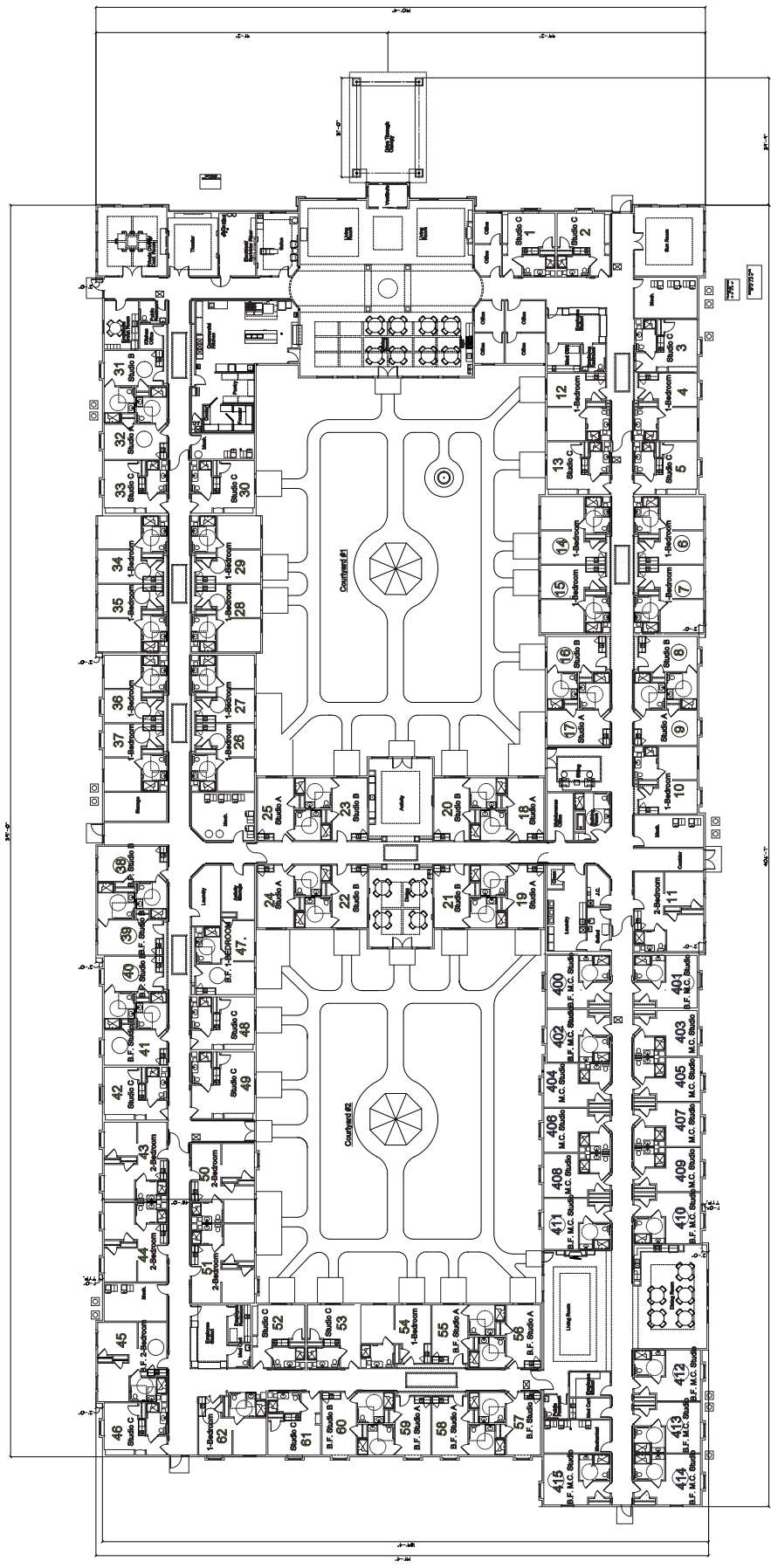
DATE	REVISION
1/30/23	T.L.B.
	FOR PLANNING SUBMITTAL 01/31/23
	DATE
	DATE

PROJECT: OASIS SENIOR LIVING FACILITY  
 452 MOHENTY AVENUE  
 NEW SENIOR LIVING CENTER  
 COMMERCIAL  
 ARCHITECTS: SEIDLELLS ARCHITECTS  
 114 N. DOWNEY AVE., STE. 201  
 SUITE 201  
 CHICAGO, ILLINOIS 60610  
 PHONE: (773) 231-8333  
 FAX: (773) 231-8333  
 PROJECT DATE: 1/30/23

PROJECT: OASIS SENIOR LIVING FACILITY  
 SHEET: 22-C-018  
 NORTH

NO.	DESCRIPTION	AREA (S.F.)
1	STAIRS	2,355.545
2	ELEVATORS	4,000.000
3	LOBBY	1,000.000
4	MECHANICAL	1,000.000
5	OTHER	1,000.000
6	TOTAL	10,355.545

OVERALL FLOOR PLAN  
 SCALE: 1/8" = 1'-0"







NO.	DATE	REVISIONS
1	11-20-20	PRELIMINARY PLAN
2	1-14-2021	REVISIONS

1515 BRUCE HIGHWAY  
 PARK RIDGE, IL 60068  
 PH: (647) 823-3000  
 F: (647) 823-3000  
 WWW.BONOCONSULTING.COM

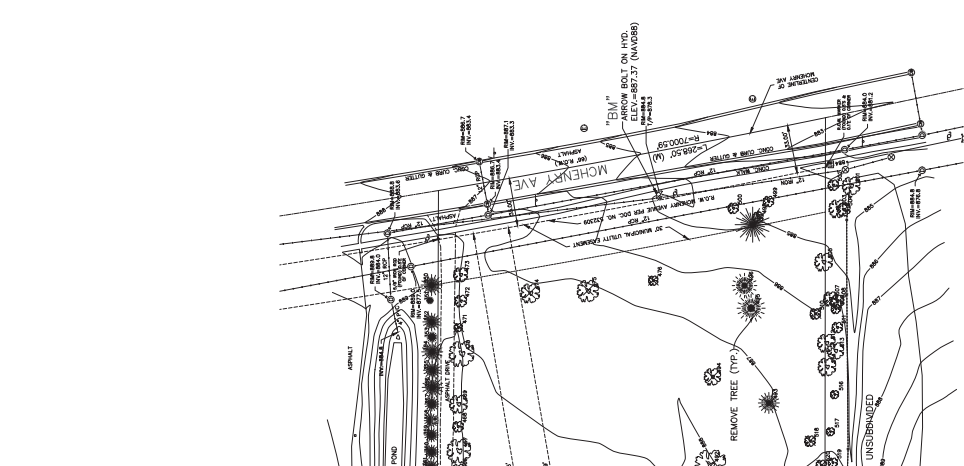
**BONI CONSULTING**  
 CIVIL ENGINEERS

PROJECT MANAGER: B. BONI  
 DESIGNER: A. VERRI  
 CHECKER: B. BONI

PROJECT NAME: OASIS SENIOR LIVING  
 PROJECT NUMBER: 22324  
 START DATE: NOV 23 2020  
 PROJECT NUMBER: 22324  
 START DATE: NOV 23 2020  
 PROJECT NUMBER: 22324  
 START DATE: NOV 23 2020

952 McHENRY AVE, CRYSTAL LAKE, McHENRY COUNTY, IL  
**DEMOLITION & TREE PRESERVATION PLAN**  
 SET FOR CONSTRUCTION  
 PROJECT NUMBER: 22324  
 START DATE: NOV 23 2020  
 PROJECT NUMBER: 22324  
 START DATE: NOV 23 2020  
 PROJECT NUMBER: 22324  
 START DATE: NOV 23 2020

- DEMOLITION NOTES**
- Install temporary tree protection fencing (if shown) prior to any demolition work.
  - Install temporary 6' high chain link fence around the proposed work area as shown on the drawing.
  - Contractor to call ILLIIE at 1-800-882-0123, minimum of 48 hours prior to initiating any excavation or construction.
  - Contractor shall verify the exact elevation and location of all existing utilities and appurtenances prior to construction, to avoid interference.
  - Contractor shall be held liable for any damage to or destruction of existing utilities and appurtenances in the vicinity of work. Contractor shall be responsible for the protection of all underground or overhead utilities even though they may not be shown on the plans. Any utility that is damaged during construction shall be repaired to the satisfaction of the A/E and the owner, or replaced in-kind.
  - Boni Consulting Inc is not liable for any construction site safety.** Contractor to take all OSHA safety precautions and follow all applicable codes and standards.
  - Contractor is responsible for keeping roads free of excessive debris at all times.
  - Any soil, mud or debris that is washed, tracked, or deposited onto the street shall be removed before the start of work.
  - Topography Survey by RE Allen & Associates.
  - All excavation shall be tapered, or shored and maintained pumped dry.
  - Do not create dust or other nuisance to neighboring properties during construction.
  - Contractor shall be responsible for securing the existing underground locations until construction is completed and approved.
  - Any gate in the perimeter fence shall be adequately holed to prevent entry, except to allow ingress and egress to and from site, such gate must be locked at all times, other than permitted hours of construction.



NO.	DATE	REVISIONS
1	11-20-20	PRELIMINARY PLAN
2	1-14-2021	REVISIONS

NO.	DATE	REVISIONS
1	11-20-20	PRELIMINARY PLAN
2	1-14-2021	REVISIONS





**STORMWATER POLLUTION PREVENTION PLAN**

A COPY OF THIS PLAN, ALONG WITH ALL INSPECTION REPORTS, WILL BE KEPT AT THE SITE AT ALL TIMES. THE PERMITS FOR STORMWATER POLLUTION PREVENTION SHALL REMAIN VALID FOR A PERIOD OF AT LEAST THREE YEARS FROM THE DATE THE PERMIT COVERAGE EXPIRES OR IS TERMINATED.

**SITE DESCRIPTION:**

PROJECT NAME AND LOCATION: LAKE COUNTY, ILL. 60088  
 PROJECT DESCRIPTION: NEW 1 STORY BUILDING WITH PARKING LOT DEVELOPMENT TO BE CONSTRUCTED ON A VACANT PROPERTY/FARM LAND.

TOTAL SITE AREA = 8.809 ACRES  
 TOTAL AREA DISTURBED = 5.164 ACRES

RUNOFF COEFFICIENT OF SITE AFTER CONSTRUCTION = 0.8-83.75  
 SOILS: VARIES, PREDOMINATELY SILTY CLAY LOAM

EXISTING WATERS: EAGLE CREEK  
 RECEIVING SITE CONDITIONS: FARM LAND

ADJACENT/OFFSITE AREAS: EXISTING SINGLE-FAMILY RESIDENCES TO WEST ACROSS THE CREEK, & EAST TO THE NORTH ARE SINGLE-FAMILY RESIDENTIAL SUBDIVISION.

REFER TO IMPROVEMENT PLANS FOR COMFORT CARE SENIOR LIVING DEVELOPMENT FOR ADDITIONAL SITE INFORMATION.

**EROSION AND SEDIMENT CONTROLS**  
 REFER TO THE IMPROVEMENT PLANS FOR COMFORT CARE SENIOR LIVING DEVELOPMENT, AND THIS SWPPP.

**STABILIZATION PRACTICES:**

EXISTING VEGETATION SHALL BE PROTECTED AS MUCH AS POSSIBLE FOLLOWING THE COMPLETION OF ANY LAND DISTURBING ACTIVITIES. EROSION CONTROL BLANKETS SHALL BE INSTALLED IMMEDIATELY FOLLOWING THE SEEDING OF SLOPES 6:1 OR GREATER.

**STRUCTURAL PRACTICES:**

INLET FILTERS SHALL BE INSTALLED IN EXISTING DRAINAGE STRUCTURES PRIOR TO ANY GROUND DISTURBING ACTIVITIES. ALL DISTURBED AREAS SHALL BE IMMEDIATELY FOLLOWING THE ESTABLISHMENT OF PROPOSED GRADES AT THE ENTRANCE LOCATION.

**STORM WATER MANAGEMENT**

REFER TO THE IMPROVEMENT PLANS FOR COMFORT CARE SENIOR LIVING DEVELOPMENT AND THE STORMWATER MANAGEMENT CALCULATIONS FOR ADDITIONAL INFORMATION.

**RUNOFF:**

THE SITE DRAINS TO THE STORM SEWER LOCATED ON SITE AND DRAINS TO EAGLE CREEK TO THE WEST.  
 THE SITE UTILIZES STORM SEWERS.

**WASTE DISPOSAL**

ALL WASTES COMPOSED OF BUILDING MATERIALS MUST BE REMOVED FROM THE PROJECT SITE IMMEDIATELY. ALL WASTES FROM THE PROJECT SITE WILL BE KEPT CLEAR OF ALL HUMAN AND CONSTRUCTION DEBRIS. NO BUILDING MATERIALS, GAS OR OIL SHALL BE BURIED. WASTES WILL BE REMOVED FROM THE PROJECT SITE IMMEDIATELY AND WILL BE PROVIDED FOR STANDARD SOLID WASTE. HAZARDOUS WASTE WILL BE DISPOSED AS RECOMMENDED BY THE AGENCY, OR THE MANUFACTURER OF THE MATERIAL, WHICH EVER IS STRONGER. THE GENERAL CONTRACTOR WILL BE RESPONSIBLE FOR THE PROPER DISPOSAL OF ALL HAZARDOUS WASTE PRODUCED AS A PART OF THIS CONSTRUCTION PROJECT.

SANITARY WASTE WILL BE COLLECTED IN PORTABLE UNITS AND DRAINED AS SPECIFIED BY THE VILLAGE OF LAKE VILLA.

ANY SPILLED OIL, GAS, OR OTHER CONSTRUCTION MATERIAL WILL BE CONTAINED AND CLEANED IMMEDIATELY. CONTAMINATED SOIL WILL BE DISPOSED OF IN AN APPROVED MANNER AT A LICENSED LANDFILL.

A SINGLE CONCRETE WASHOUT AREA WILL BE DESIGNATED BY THE GENERAL CONTRACTOR. ALL CONCRETE WASHOUT MATERIAL WILL BE WASHOUT AREA WILL BE DUG OUT OR BERMED UP TO CONTAIN ALL WASHOUT MATERIAL. ALL AFFECTED SOILS AND CONCRETE SPILLS WILL BE REMOVED FROM THE SITE UPON COMPLETION OF THE CONCRETE PLACEMENT ACTIVITIES.

**OTHER REQUIREMENTS**

THE VILLAGE OF LAKE VILLA CODE WILL GOVERN ALL EROSION CONTROL AND STORMWATER MANAGEMENT OPERATIONS.

IF ANY SITE AREA IS TO REMAIN DISTURBED FOR OVER 14 DAYS THEN STABILIZATION MEASURES SHALL BE INSTALLED IMMEDIATELY ON THE SURFACE OF THE SITE.

NO FUEL OR OIL WILL BE STORED ON-SITE WITHOUT PROPER CONTAINMENT AND WRITTEN PERMISSION FROM THE VILLAGE OF LAKE VILLA.

THE CONTRACTOR WILL PREVENT OFF-SITE TRACKING OF SEDIMENTS. IF THE STABILIZED CONSTRUCTION ENTRANCE IS NOT SUFFICIENT, FURTHER MEASURES SHALL BE TAKEN TO PREVENT TRACKING ON THE PUBLIC ROADWAY WILL BE CLEANED OFF EVERY NIGHT.

DUST CONTROL: IF DEEMED NECESSARY BY THE VILLAGE ENGINEER, WILL BE DONE BY MEANS OF A WATER TRUCK SPRAYING WATER ON THE SURFACE OF THE SITE.

**NON-STORMWATER DISCHARGES**

IT IS REQUESTED THAT THE FOLLOWING NON-STORMWATER DISCHARGES WILL OCCUR FROM THIS SITE DURING THE CONSTRUCTION PERIOD:

- WATER FROM WASH WAIN AND FIRE HYDRANT FLUSHING.
- PAVED WASH WATERS (WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE OCCURRED)
- UNDESIRABLE WATERS FROM DETERIORATING EXCAVATIONS AND DETENTION BASINS
- DUST CONTROL WATER

ALL NON-STORMWATER DISCHARGES WILL BE DIRECTED TO THE EXISTING STORM SEWERS

**DEMOLITION AND RECONSTRUCTION SCHEDULE OF CONSTRUCTION**

1. INSTALL SILT FENCE AND EROSION CONTROL MEASURES.
2. CONSTRUCT IMPROVEMENTS.
3. CONSTRUCT IMPROVEMENTS.
4. REMOVE TEMPORARY EROSION CONTROL MEASURES.

**MAINTENANCE AND INSPECTION PROCEDURES**

THE GENERAL CONTRACTOR FOR THIS PROJECT IS RESPONSIBLE FOR THE MAINTENANCE AND INSPECTION OF ALL EROSION CONTROL MEASURES IN GOOD AND EFFECTIVE OPERATING CONDITIONS.

THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL REPAIRS, INSPECTIONS REQUIRED BY THE NPDES GENERAL PERMIT #2, INCLUDING RECORDING AND KEEPING A RECORD OF EACH INSPECTION. THIS RECORD WILL BE KEPT AT THE PROJECT SITE. A NOTICE OF TERMINATION IS RECEIVED BY THE OWNER. INSPECTIONS WILL BE PERFORMED AND RECORDED BY QUALIFIED INDIVIDUALS TRAINED TO PERFORM THESE ACTIVITIES. INSPECTIONS WILL BE CONDUCTED WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.5 INCHES OR GREATER.

DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE INSPECTED FOR EVIDENCE OF EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THIS SYSTEM. EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN SHALL BE OBSERVED TO ENSURE THAT THEY ARE OPERATING

CORRECTLY. WHERE DISCHARGE LOCATIONS OR POINTS ARE IDENTIFIED ON THIS SHEET, THE GENERAL CONTRACTOR SHALL TAKE THE NECESSARY MEASURES TO PREVENT EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS. LOCATIONS WHERE EROSION CONTROL MEASURES SHALL BE INSPECTED FOR EVIDENCE OF OFFSITE SEDIMENT TRACKING.

BASED ON THE RESULTS OF THE INSPECTIONS, MODIFICATIONS NECESSARY SHALL BE IMPLEMENTED WITHIN 7 DAYS OF THE INSPECTION. NECESSARY REPAIRS WILL BE INITIATED IMMEDIATELY.

SEDIMENT BUILDUP WILL BE REMOVED FROM SILT FENCES WHEN IT HAS REACHED 1/3 THE HEIGHT OF THE FABRIC.

SEDIMENT BUILDUP WILL BE REMOVED FROM OTHER EROSION CONTROLS WHEN IT HAS REACHED 1/3 THE HEIGHT OF THE FABRIC. SEDIMENT FROM BYPASSING THE EROSION CONTROLS.

EROSION CONTROL MEASURES WILL BE REPAIRED, MAINTAINED, OR INCREASED AT THE DIRECTION OF THE LOCAL SOIL AND WATER DISTRICT'S ENGINEER.

A MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION. THE REPORT WILL BE KEPT AT THE PROJECT SITE AND WILL BE MADE AVAILABLE TO THE VILLAGE ENGINEER UPON REQUEST. THE INSPECTION, NAME(S) AND QUALIFICATIONS OF PERSONNEL MAKING THE INSPECTION, THE DATE(S) OF THE INSPECTION, MAJOR OBSERVATIONS RELATING TO THE IMPLEMENTATION OF THE STORMWATER POLLUTION PREVENTION PLAN, AND THE RESULTS OF THE INSPECTION SHALL BE OBSERVED. THE INSPECTION REPORT SHALL BE SIGNED BY A QUALIFIED INDIVIDUAL PER NPDES GENERAL PERMIT NO. 2.

INSPECTION REPORTS SHALL BE RETAINED AS A PART OF THE STORM WATER POLLUTION PREVENTION PLAN FOR AT LEAST THREE YEARS FROM THE DATE OF THE INSPECTION. THE INSPECTION REPORTS SHALL BE SUBMITTED TO THE VILLAGE OF LAKE VILLA.

**CONTRACTOR'S CERTIFICATION**

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT (LR10) THAT AUTHORIZES THE STORMWATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS A PART OF THIS CERTIFICATION.

GENERAL CONTRACTOR

COMPANY NAME \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

COMPANY PHONE NUMBER \_\_\_\_\_

PRINTED NAME AND TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

NO.	DATE	DESCRIPTION	ISSUE
1	11/15/2023	PRELIMINARY PLAN	
2	11/15/2023	REVISIONS	
3	11/15/2023	REVISIONS	
4	11/15/2023	REVISIONS	
5	11/15/2023	REVISIONS	
6	11/15/2023	REVISIONS	
7	11/15/2023	REVISIONS	
8	11/15/2023	REVISIONS	
9	11/15/2023	REVISIONS	
10	11/15/2023	REVISIONS	

PROJECT SHEET NO. \_\_\_\_\_  
 PROJECT NAME \_\_\_\_\_  
 PROJECT ADDRESS \_\_\_\_\_  
 PROJECT PHONE NUMBER \_\_\_\_\_  
 PRINTED NAME AND TITLE \_\_\_\_\_  
 SIGNATURE \_\_\_\_\_  
 DATE \_\_\_\_\_

USE ADDITIONAL SHEETS FOR ADDITIONAL SUB-CONTRACTORS. EACH SHEET WILL HAVE THE PROJECT NAME AND LOCATION AS DESCRIBED IN THE SITE DESCRIPTION ON THIS SHEET. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROJECT'S RESPONSIBILITY, COMPANY NAME, ADDRESS AND PHONE NUMBER. THIS INFORMATION WILL BE ASPT WITH THIS PLAN.

**OWNER'S CERTIFICATION**

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT (LR10) THAT AUTHORIZES THE STORMWATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS A PART OF THIS CERTIFICATION.

GENERAL CONTRACTOR

COMPANY NAME \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

COMPANY PHONE NUMBER \_\_\_\_\_

PRINTED NAME AND TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

BCI  
 ENGINEERING & CONSULTING  
 1518 BUSSE RD., ELK GROVE, IL 60120  
 PH: (631) 823-3000  
 FAX: (631) 823-3000  
 EMAIL: info@bciconsulting.com

SWPPP

OASIS SENIOR LIVING  
 952 McHENRY AVE., CRYSTAL LAKE, McHENRY COUNTY, IL

NOT FOR CONSTRUCTION

PROJECT NUMBER: 23234  
 START DATE: NOV 23 2023  
 GRAPHIC SCALE: 3/8" = 1'-0"  
 SHEET NUMBER: 6 OF 16  
 SCALE: 1" = 30'-0"





DATE	REVISIONS
1-24-2023	5 PRELIMINARY PLAN
	4 REVISIONS PER PLACED COMMENTS
	3
	2
	1

PROJECT MANAGER: B. KNOX P.E.  
 PROJECT ENGINEER: A. YARR P.E.  
 PROJECT ARCHITECT: A. YARR P.E.  
 PROJECT LANDSCAPE ARCHITECT: A. YARR P.E.

PROJECT STAFF:  
 ARCHITECT: A. YARR P.E.  
 LANDSCAPE ARCHITECT: A. YARR P.E.

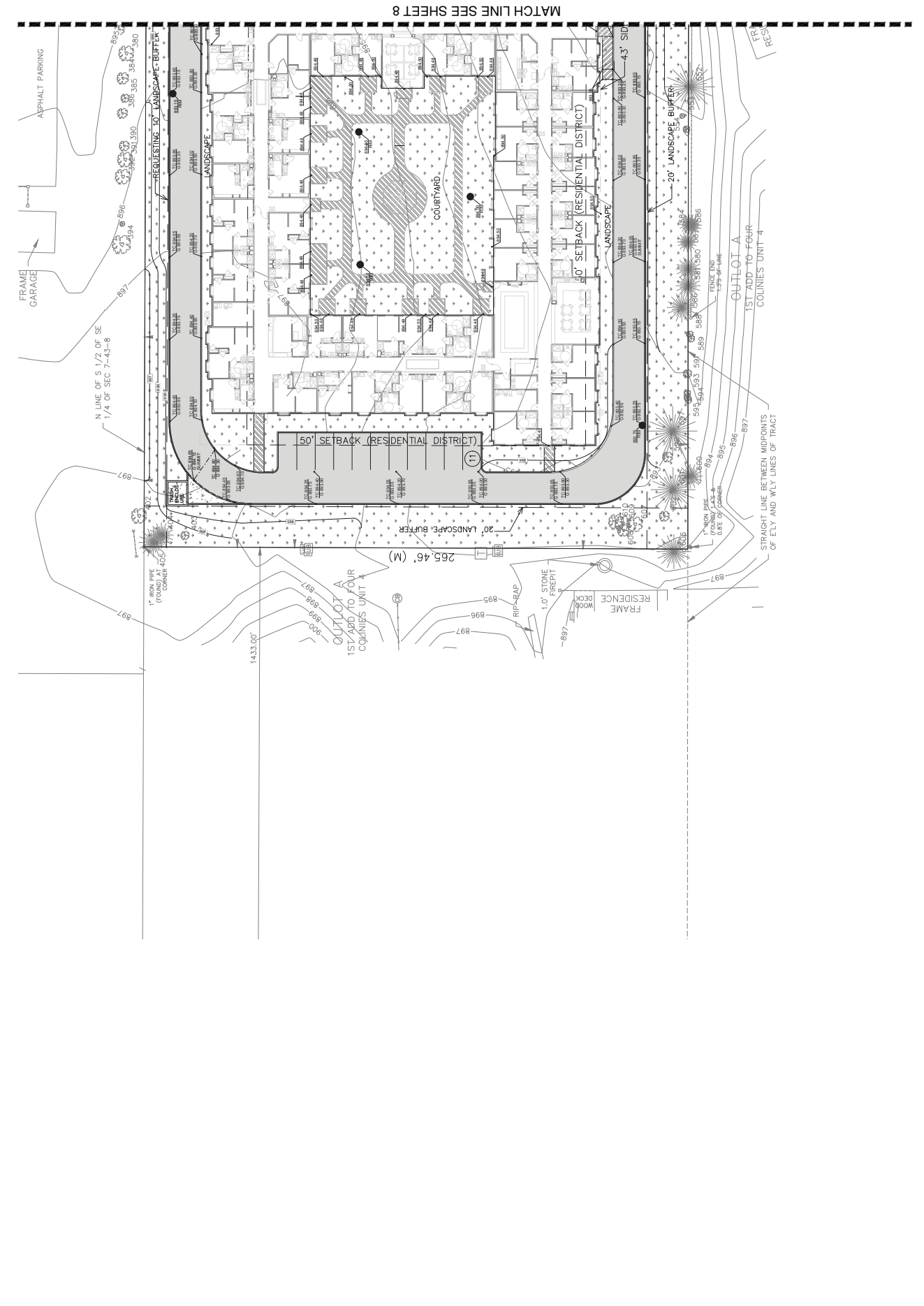
PROJECT NUMBER: 23234  
 PROJECT NAME: OASIS SENIOR LIVING WEST SECTION  
 PROJECT ADDRESS: 952 McHENRY AVE., CRYSTAL LAKE, McHENRY COUNTY, IL



1518 BUSSE HIGHWAY  
 PARK RIDGE, IL 60068  
 PH: (847) 823-3300  
 FAX: (847) 823-3300  
 BONO CONSULTING  
 CIVIL ENGINEERS  
 A. YARR P.E. (847) 823-3300  
 BONO CONSULTING

WEST FOR CONSTRUCTION  
 952 McHENRY AVE., CRYSTAL LAKE, McHENRY COUNTY, IL  
 OASIS SENIOR LIVING  
 WEST SECTION  
 PROPOSED GRADING & DRAINAGE PLAN

PROJECT NUMBER: 23234  
 START DATE: NOV 23 2020  
 GRAPHIC SCALE: 80'  
 SHEET NUMBER: 6 OF 16  
 SCALE: 1"=30'



MATCH LINE SEE SHEET 8

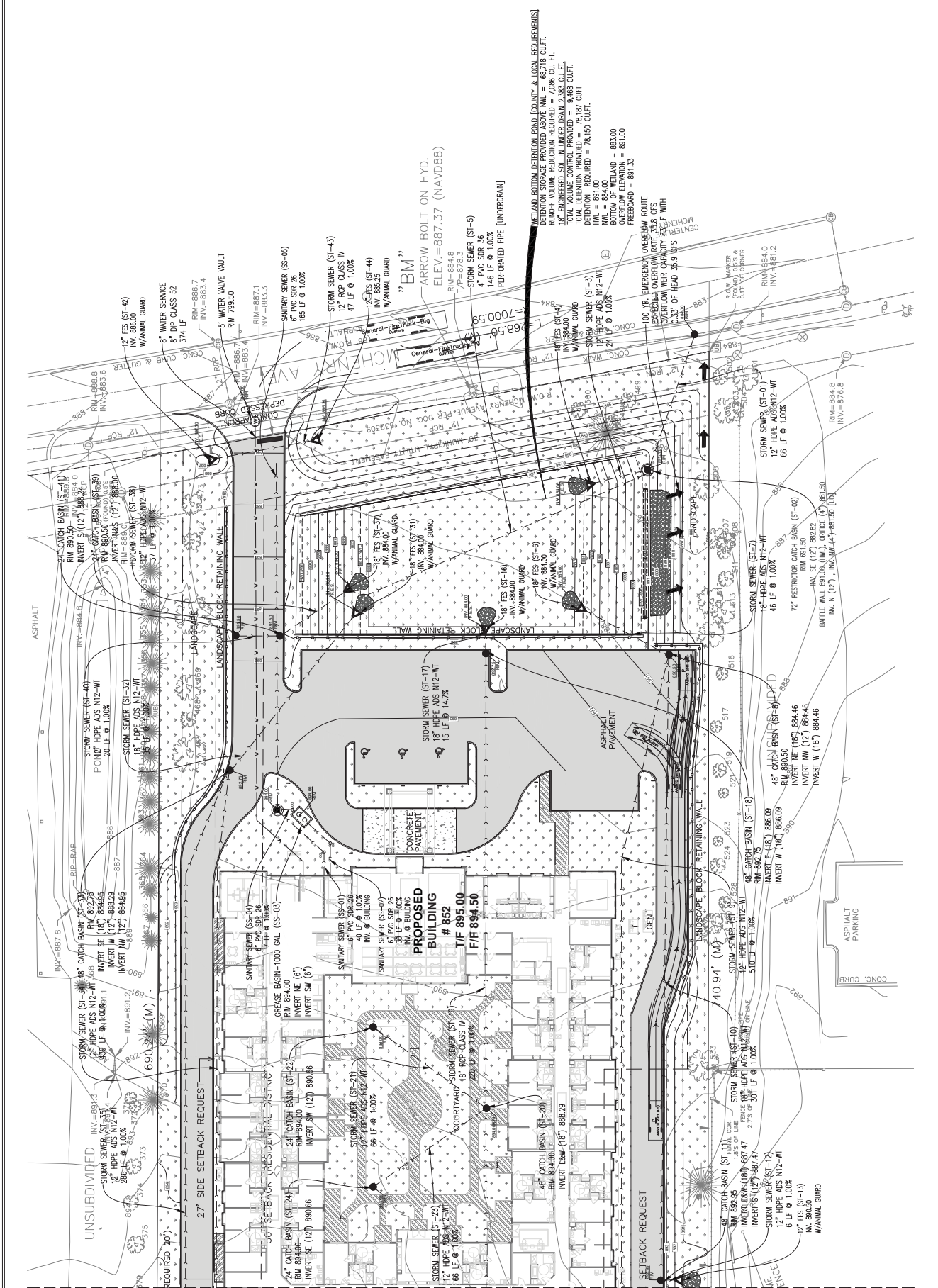


DATE	ISSUE	DESCRIPTION
11/16/2023	1	ISSUE FOR PERMITS
11/16/2023	2	REVISIONS
11/16/2023	3	REVISIONS
11/16/2023	4	REVISIONS
11/16/2023	5	REVISIONS
11/16/2023	6	REVISIONS
11/16/2023	7	REVISIONS
11/16/2023	8	REVISIONS
11/16/2023	9	REVISIONS
11/16/2023	10	REVISIONS
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11/16/2023	12	REVISIONS
11/16/2023	13	REVISIONS
11/16/2023	14	REVISIONS
11/16/2023	15	REVISIONS
11/16/2023	16	REVISIONS
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11/16/2023	92	REVISIONS
11/16/2023	93	REVISIONS
11/16/2023	94	REVISIONS
11/16/2023	95	REVISIONS
11/16/2023	96	REVISIONS
11/16/2023	97	REVISIONS
11/16/2023	98	REVISIONS
11/16/2023	99	REVISIONS
11/16/2023	100	REVISIONS

BCI CIVIL ENGINEERS  
 1115 BRIDGE STREET, SUITE 200  
 FORT WORTH, TEXAS 76104  
 PHONE: (817) 335-3300  
 FAX: (817) 335-3303  
 WWW.BCIENGINEERS.COM

PROPOSED UTILITY PLAN  
 EAST SECTION  
 OASIS SENIOR LIVING  
 952 McHENRY AVE., CRYSTAL LAKE, McHENRY COUNTY, IL

NOT FOR CONSTRUCTION  
 THIS DRAWING IS THE PROPERTY OF BCI CIVIL ENGINEERS AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF BCI CIVIL ENGINEERS.  
 PROJECT NUMBER: 22034  
 START DATE: NOV. 2023  
 SHEET NUMBER: 11 OF 16  
 GRAPHIC SCALE: 1" = 20'  
 SCALE: 1" = 20.0'



MATCH LINE SEE SHEET 12

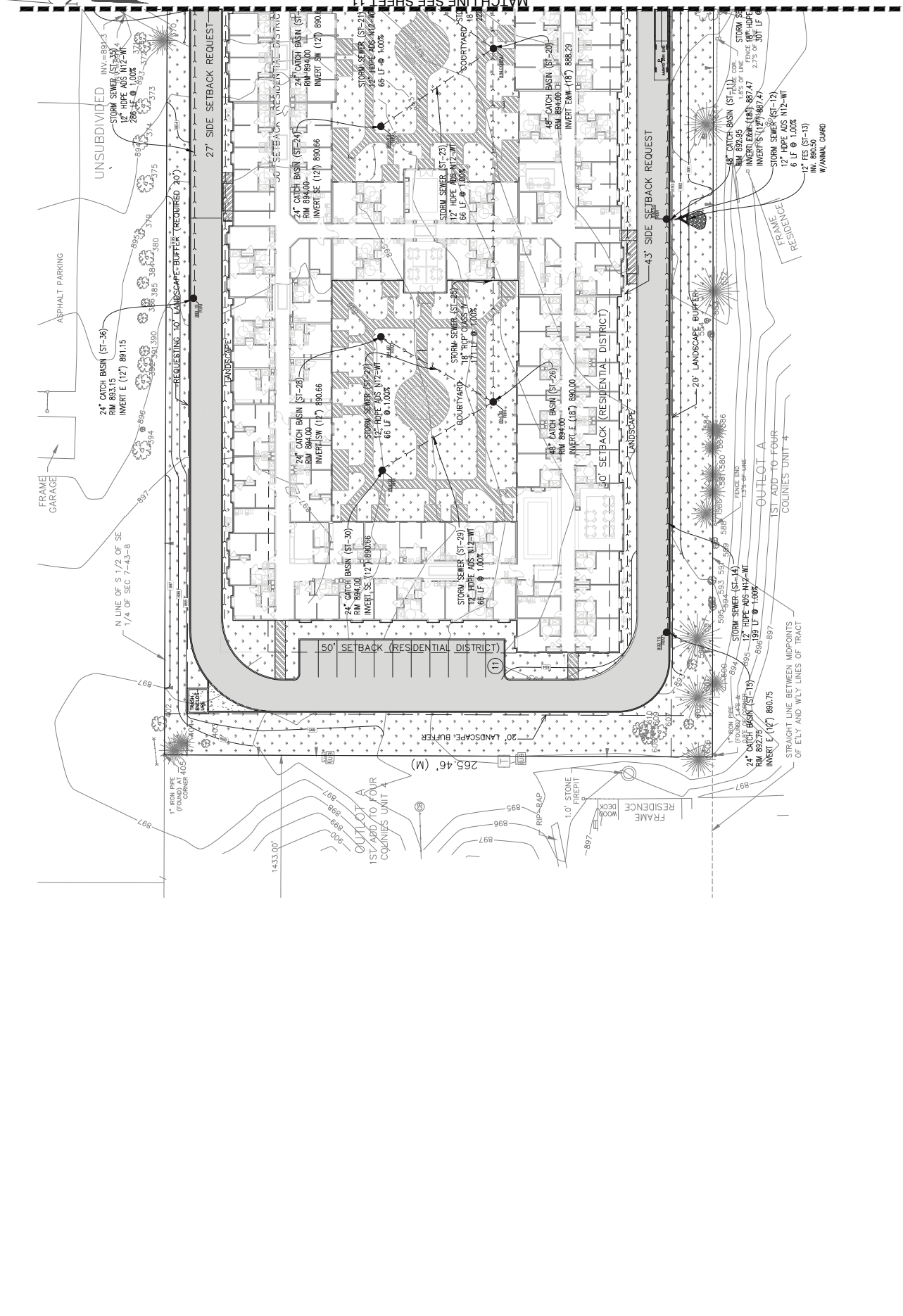
PROPOSED UTILITY PLAN  
WEST SECTION

OASIS SENIOR LIVING  
952 McHENRY AVE., CRYSTAL LAKE, McHENRY COUNTY, IL

NOT FOR CONSTRUCTION  
THIS DRAWING IS THE PROPERTY OF BCI CIVIL ENGINEERS AND CONSULTANTS, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR REPRODUCTION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF BCI CIVIL ENGINEERS AND CONSULTANTS, INC. IS STRICTLY PROHIBITED.  
PROJECT NUMBER: 22034  
START DATE: NOV. 20, 2020  
GRAPHIC SCALE: 1" = 30'-0"  
SHEET NUMBER: 12 OF 16



NO.	DATE	REVISIONS
1	11/20/20	ISSUE FOR PERMITS
2	11/20/20	REVISION PER PLAN COMMENTS
3	11/20/20	FINAL APPROVAL
4	11/20/20	REVISION PER PLAN COMMENTS
5	11/20/20	REVISION PER PLAN COMMENTS
6	11/20/20	REVISION PER PLAN COMMENTS
7	11/20/20	REVISION PER PLAN COMMENTS
8	11/20/20	REVISION PER PLAN COMMENTS
9	11/20/20	REVISION PER PLAN COMMENTS
10	11/20/20	REVISION PER PLAN COMMENTS



MATCH LINE SEE SHEET 11











## Elizabeth Maxwell AICP

---

**From:** Elizabeth Maxwell AICP  
**Sent:** Thursday, March 9, 2023 4:07 PM  
**To:** 'DON PAGE'  
**Subject:** RE: Oasis -#2022-250

Hello Don,

Please see the responses below. We will include this in the packet for the City Council members.

Thanks

**From:** DON PAGE [REDACTED]  
**Sent:** Wednesday, March 8, 2023 2:55 PM  
**To:** Elizabeth Maxwell AICP <emaxwell@crystallake.org>  
**Subject:** Oasis -#2022-250

**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.

Hi Elizabeth;

I am writing regarding Oasis senior complex planned at 952 Mchenry Ave in Crystal lake. I am a resident who lives in the residential townhome complex that is very close (<20 ft) to the s/w property line; and have some concerns along with other nearby residents that border this property on the west/sw side of the proposed plan. I attended the mtg on 3/1 and I had some questions that I was not able to learn, and I am hoping you can help answer regarding security and landscaping privacy issues.

\*Will the developer provide privacy/security fencing along the property line completely or just in certain areas for those that are so close to townhome units on w/sw adjoining lot? **The PZC added a condition on to the request to provide a fence between this project and the residences.**

\*Will proposed landscaping around the existing townhome units that border the nursing complex include larger trees or berms to aid in noise and privacy protection? **Yes there are numerous evergreen and deciduous trees, as well as shrubs. The plans can be found under the calendar option on the website <https://www.crystallake.org/Home/Components/Calendar/Event/8188/19>**

There are 2 townhomes that are literally within 20 ft or so of property line. South variation exception of only a few feet on property line does what? **The petitioners requested a seven-foot setback encroachment into the required 50-foot setback along the south property line.**

\*Regarding proposed parking on far west side of complex why are there 2 units on floor plan that are #414/415 that are nursing resident units so close to property line instead of extra parking or just landscaped areas that run across the west side and sw corner? **The building along this west side meets the 50-foot setback. The organization of their floor plan laid out that these units are along this corner.**

977 Sutherland and 985 Sutherland are so very close to proposed nursing units.

\* Why are the proposed courtyards so large and can they be reduced slightly to give less courtyard space and still meet the needs of the nursing residents outdoor seating. It seems the scale is large for the land and by reducing it slightly would give more privacy setback for existing townhome residents on its w/sw borders by pushing back to allow a more condensed plan while still achieving the goals of

open areas for residents? The developer did answer this question that the residents are nursing patients or memory care patients and to provide them with usable, safe and meaningful open space access, the courtyards were laid out like this.

\*Property values might affect townhome units so close to proposed layout vs others not adjoining proposed layout? I have no data on property values currently or new assessed values after adjacent development.

I appreciate your help and please let me know the upcoming city meeting date for this plan or any info regarding the questions asked?

Thank you;  
Don Page -977 Sutherland

on behalf of:  
Mary Morgan-975 Sutherland  
Carol Laverty-961 Kendallwood  
Marti Bonne-959 Kendallwood  
Debra McMillin-957 Kendallwood  
Juanita Kaczorowski-985 Sutherland



**Agenda Item No: 13**

**City Council  
Agenda Supplement**

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**Meeting Date:**

March 21, 2023

**Item:**

Midwestern Higher Education Compact Cooperative Purchasing Program for Desktop and Laptop Computers

**Staff Recommendation:**

Motion to adopt a Resolution authorizing the City Manager to execute an agreement with Dell, Inc., for the purchase of thirty-eight (38) computer desktops, laptops and monitors in the amount of \$35,377.88 through the Midwestern Higher Education Compact Cooperative Purchasing Program.

**Staff Contact:**

Nick Hammonds, Assistant City Manager  
Steve Weishaar, Director of Information Technology

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**Background:**

As the City Council may recall, City Staff has annually recommended the replacement of a certain number of employee desktop computers based on the unit's age and performance. Every year, as a part of the budget preparation process, Information Technology staff review the City's inventory of data processing equipment, in concert with long-term planning for equipment replacement, to determine the necessity for replacements during the next Fiscal Year. As a part of this review, age of the equipment, what role the equipment plays in the organization, and the types of repair orders received over the course of the unit's lifetime are all taken into consideration.

The typical replacement cycle for corporate desktop machines that are in continuous use is generally every four (4) to five (5) years. As a computer ages, particularly machines that are in continuous use, their electronic components deteriorate. The most noticeable result of this deterioration is a marked increase in component failures and a significant slowdown in the performance of the machine. As machines become slower and must be taken out of service more often for repairs, a significant impact on employee productivity can result.

Monitor replacement is recommended, in addition to the computer, because of the loss of clarity and brightness due to heavy daily usage, which often results in difficulty for employees viewing the information on their screens. The advent of computer aided design, plan review and GIS mapping, as well as the higher screen resolutions required by modern programs and websites, supports the maintenance of monitors with good clarity and brightness. The City does maintain many monitors after replacement to utilize in replacing monitors that have failed or to provide for computers in some locations that may need a second monitor attached, or to replace a failed monitor that is no longer covered by warranty.

The City's Capital Improvement Plan (CIP), as presented as part of the 2022-2023 Budget, outlines the gradual replacement of the City's approximately 165 desktop computers. The CIP recommends that the City annually replace between 38 - 45 computers over the next five years. As a part of the FY2022-2023 budget, a total of thirty-eight (38) new and replacement desktop machines were identified. Most of the machines identified for replacement have already reached or will reach an age of at least five (5) years by the time they are replaced.

The Midwestern Higher Education Compact Cooperative Purchasing program has awarded a competitive RFP to Dell, Inc. for desktop and laptop computers. This Cooperative has been used in previous years and has provided very competitive pricing and excellent service from purchases directly through Dell. The average price offered through this contract of approximately \$727.60 per desktop unit and \$188.90 per monitor is well below the retail price (approximately 44% off the retail price) and is below the price of desktops machines purchased through the State Joint Purchase program.

The City has had significant experience with Dell hardware, both through desktop and laptop purchases in the past, as well as higher end server purchases for many years. We have been satisfied with the quality of the hardware Dell produces.

Sufficient funding is available in the FY2022-2023 budget for this project.

**Recommendation:**

It is the recommendation of Information Technology to purchase thirty-eight (38) computer desktops, laptops and monitors from Dell, Inc., in the amount of \$35,377.88 through the Midwestern Higher Education Compact Cooperative Purchasing Program.

**Votes Required to Pass:**

Simple Majority





## RESOLUTION

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE** that the City is authorized to participate in the Midwestern Higher Education Compact Cooperative Purchasing Program and that the City Manager is authorized to execute a contract with Dell, Inc., for the purchase of thirty-eight (38) computer desktops, laptops and monitors in the amount of \$35,377.88, from the Midwestern Higher Education Compact Cooperative Purchasing Program.

**DATED** this 21<sup>st</sup> day of March, 2023.

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: \_\_\_\_\_  
Haig Haleblian, MAYOR

SEAL

ATTEST:

\_\_\_\_\_  
Nick Kachiroubas, CITY CLERK

PASSED: March 21, 2023

APPROVED: March 21, 2023



**Agenda Item No: 14**

**City Council  
Agenda Supplement**

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**Meeting Date:**

March 21, 2023

**Item:**

Reject February 10, 2023 bid for the Crystal Lake City Hall Water Heater Replacement Project and award the March 8, 2023 bid for the Crystal Lake City Hall Water Heater Replacement Project

**Staff Recommendation:**

Motion to adopt a Resolution rejecting all bids from the February 10, 2023 bid opening for the Crystal Lake City Hall Water Heater Replacement Project and to award the bid for the Crystal Lake City Hall Water Heater Replacement Project to the lowest responsive and responsible bidder, DeFranco Plumbing, Inc. and adopt a Resolution authorizing the City Manager to execute a contract with DeFranco Plumbing, Inc. in the amount of \$94,530.00, execute change orders for up to 10% of the contract amount, and approve warranted completion date change orders relating to the contract.

**Staff Contact:**

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

---

**Background:**

The water heater for the City of Crystal Lake City Hall Police Wing requires replacement. The water heater serves the Police Department, SEECOM, Emergency Operations Center, and the lobby restrooms. The current water heater was installed in 2004 during the remodel and expansion of City Hall and has exceeded its useful service life. The existing water heater will be replaced with a new water heater that will be more energy efficient and is sized based on current hot water demand. Plans and specifications for this work were completed and bids advertised in accordance with City policies.

The City conducted two bid openings for the Crystal Lake City Hall Water Heater Replacement Project. The first bid opening was on February 10, 2023 and the second bid opening was on March 8, 2023. City staff followed standard bidding procedures, published the bids electronically (BidSync), and reached out directly to advise contractors of the project. The City received only one bid on February 10, 2023. The project scope was re-evaluated and determined to be appropriate

for the work necessary. City staff determined that the project would be re-bid in order to have comparable bids. City staff contacted multiple contractors to notify them of the posting and the project was reposted on February 13, 2023.

The City of Crystal Lake publically opened and read the bids on March 8, 2023. The bid results are summarized below:

<i>Bidder</i>	<i>Bid</i>
DeFranco Plumbing, Inc. <sup>1</sup>	\$94,530.00
Sherman Mechanical	\$105,000.00
Jensen's Plumbing & Heating	\$109,200.00

<sup>1</sup> Indicates Recommended Lowest Responsive and Responsible Bidder

**Recommendation:**

This contract is being presented pursuant to a competitive bidding process. Under such process, the contract is to be awarded to the “lowest responsive and responsible bidder.” The lowest responsive and responsible bidder is the contractor: (i) whose bid substantially conforms to the material provisions of the bid specifications, (ii) who demonstrates the financial capacity and ability to undertake and complete the project in question in accordance with bid specifications, and (iii) whose bid price is lowest among the responsive and responsible bidders. Selecting a contractor on bases not set forth in the bid specifications can lead to challenges to the City’s award.

Staff and the City’s consultant, Wold Architects and Engineers, have reviewed the bids and checked the references for DeFranco Plumbing, Inc. They meet all of the City’s requirements. Funds are available in the FY2023/2024 budget for this work.

**Votes Required to Pass:**

Simple majority vote



## **RESOLUTION**

**WHEREAS** the water heater for the City of Crystal Lake City Hall Police Wing, which services the Police Department, SEECOM, Emergency Operations Center, and the lobby restrooms is 19 years old, has reached the end of its service life and requires replacement; and

**WHEREAS** the CITY received and publicly opened the bids for replacement of the Police Wing water heater on February 10, 2023 and received only one bidder; and

**WHEREAS** CITY staff determined that the project should be re-bid in an attempt to receive multiple bidders; and

**WHEREAS** the CITY received and publicly opened the bids for replacement of the Police Wing water heater on March 8, 2023 and received multiple bids; and

**WHEREAS** the lowest responsive and responsible bidder is DeFranco Plumbing, Inc.

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

**BE IT FURTHER RESOLVED** that the bids of February 10, 2023 are hereby rejected; and

**BE IT FURTHER RESOLVED** that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and DeFranco Plumbing, Inc. for the water heater replacement for the City of Crystal Lake City Hall Police Wing in the bid amount \$94,530.00; and

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

**DATED** this 21<sup>st</sup> day of March, 2023.

CITY OF CRYSTAL LAKE, an  
Illinois municipal corporation,

By: \_\_\_\_\_  
Haig Haleblian, MAYOR

SEAL

ATTEST

\_\_\_\_\_  
Nick Kachiroubas, CITY CLERK

PASSED: March 21, 2023  
APPROVED: March 21, 2023

Draft



## Agenda Item No: 15

### City Council Agenda Supplement

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**Meeting Date:**

March 21, 2023

**Item:**

Approval of change order providing additional compensation for design engineering services for the Three Oaks Water Level Control Project

**Staff Recommendation:**

Motion to adopt a Resolution approving a change order to the contract with Fehr Graham for additional compensation in the amount of \$9,400.00 for surveying and design services to incorporate a section of multi-use path into the Water Level Control Project

**Staff Contact:**

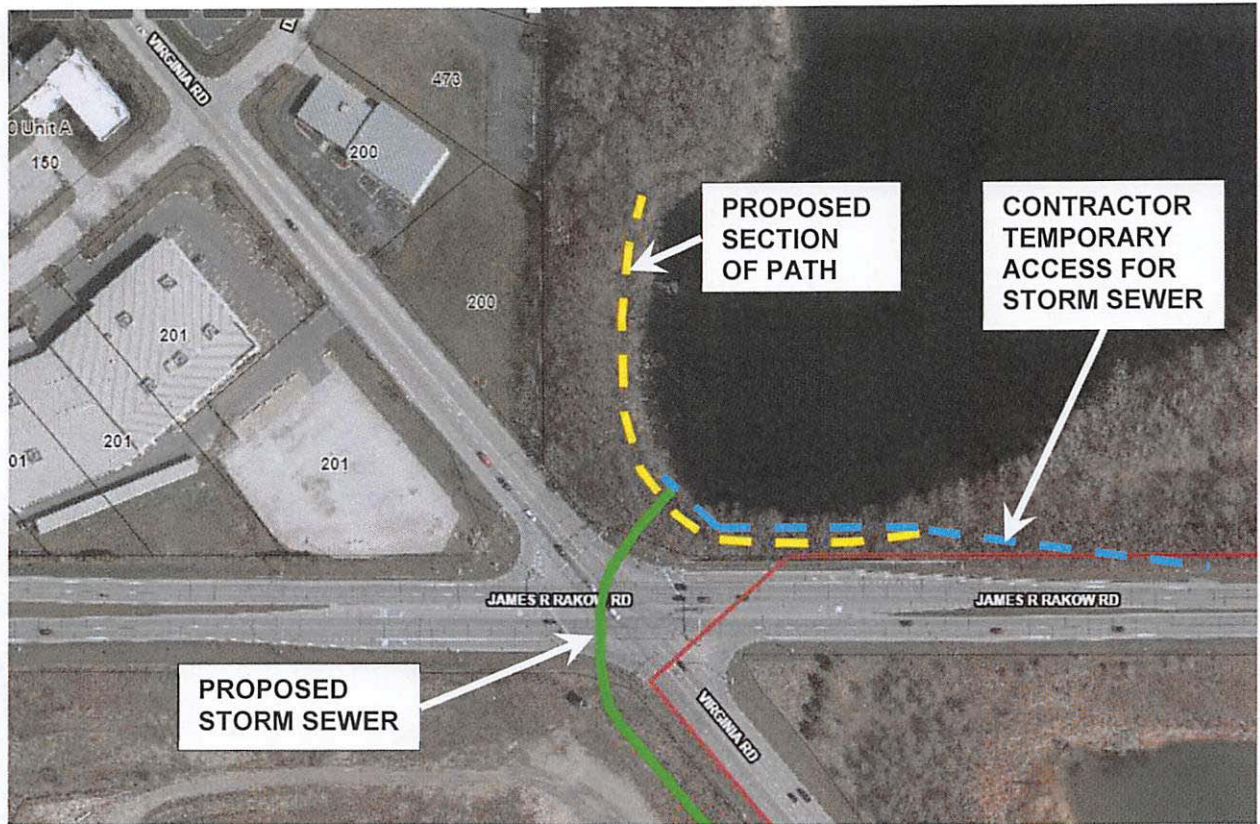
Michael Magnuson, P.E., Director of Public Works and Engineering

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**Background:**

Staff is finalizing the bid plans and specifications for the Three Oaks Water Level Control project that will construct a gravity storm sewer outlet from the Three Oaks Recreation Area south lake. Coordination with the County and the private land owners is nearing completion and the project will be bid out this spring. Parallel to this design effort, City staff has been looking at potential routes for a path around the perimeter of the south lake. Based on this effort, staff has determined that a section of a future path would be within the same general area of the proposed storm sewer outlet project.

Incorporating additional earth work and retaining wall in the vicinity of the storm sewer outlet for a future path makes sense from a construction cost standpoint as it would eliminate the need for another contractor to mobilize into this area at a later date. The southwest corner of the lake is very steep and access is limited. The proposed additional work will create a shelf with retaining wall for the future path in this area. The section of permanent path that would be constructed as part of the storm sewer project is depicted below:



Staff has reviewed the proposed level of effort and cost and has determined that it is appropriate. Staff is recommending approval of the change order.

**Votes Required to Pass:**

A simple majority vote.



## **RESOLUTION APPROVING CHANGE ORDER**

**WHEREAS** the CITY OF CRYSTAL LAKE identified the need to engineer and construct a storm sewer outlet from the south lake of the Three Oaks Recreation Area (the “Project”); and

**WHEREAS** the CITY has retained the engineering firm of Fehr Graham to develop plans and specifications for the Project; and

**WHEREAS** the CITY is also desirous of constructing a path around the south lake in the future; and

**WHEREAS** the Project and the future path intersect in the southwest corner of the south lake; and

**WHEREAS** efficiencies derived from constructing a section of path at the same time as the Project is of value and benefit to the CITY; and

**WHEREAS**, the Mayor and City council have determined that 1) the circumstances said to necessitate the change in the agreement with Fehr Graham were not reasonably foreseeable at the time the contract was signed; 2) the change is germane to the original contract as signed and 3) the change order is in the best interests of the City of Crystal Lake; and

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

**SECTION ONE. Recitals.** The foregoing recitals are incorporated as though fully set forth herein.



SECTION TWO. Approval of Change Order. The change order to the agreement with Fehr Graham is hereby approved and the City Manager is authorized to increase the upper level of compensation to Fehr Graham by an additional to \$9,400 and to execute all documents necessary to effectuate the change in the agreement with Fehr Graham.

**DATED** this 21<sup>st</sup> day of March, 2023.

CITY OF CRYSTAL LAKE, an  
Illinois municipal corporation,

By: \_\_\_\_\_  
Haig Haleblian, MAYOR

SEAL

ATTEST

\_\_\_\_\_  
Nick Kachiroubas, CITY CLERK

PASSED: March 21, 2023

APPROVED: March 21, 2023



**Agenda Item No: 16**

**City Council  
Agenda Supplement**

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**Meeting Date:**

March 21, 2023

**Item:**

Hotel/Motel Tax Funding Allocations

**Staff Recommendation:**

Motion to adopt a Resolution Allocating Hotel/Motel Tax Funding.

**Staff Contact:**

Jodie Hartman, Director of Finance

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**Discussion**

In 2006, the City launched the distribution program for reinvesting the Hotel/Motel Tax receipts in the community. In December, the City solicited applications for a two year cycle, covering fiscal years 2023/24 and 2024/25. The City has received eleven applications from local organizations for the coming cycle, with requests for funding totaling \$444,800. Distributions would be eligible to start in May.

*Single Year Award*

While the City solicited applications for a two-year cycle, the drafted recommendation is for a single-year award. The original guidelines were approved by the City Council in 2004. Since the program has been in place for many years, it may be advantageous to review the existing program guidelines. The single-year approval will allow the opportunity to reevaluate the program, while still funding organizations that submitted applications during this funding cycle.

*Program Funding Level*

Based on the remaining Hotel/Motel Tax receipts that the City is anticipated to collect for the current 2022/23 fiscal year, the projected year-end balance that the City will have in reserve on April 30, 2023 will be about \$325k. Having a reserve allows the City more opportunity to sustain the awarded payment amounts despite fluctuations in the Hotel Tax receipts. Any Hotel/Motel Tax receipts received for the year and not distributed will be reserved for future years of the Hotel/Motel Tax funding program.

The City's Hotel/Motel Tax rate is currently at 5.0%, the maximum allowable by statute. The Tax is remitted by five establishments. Based on estimates, the City is projecting to collect about \$345,000 annually in Hotel/Motel Tax receipts for the coming fiscal year, assuming the travel industry remains stable. As such, the recommended funding level for the coming cycle has been

increased from \$308,700 to \$339,240. Since the Tax receipts are an estimate, the recommendation for annual program award is slightly lower than the anticipated receipts.

*Organization Funding Requests*

Below is a summary of requests for Hotel/Motel Tax funding. All recipients of the previous cycle have reapplied. One new organization, the Crystal Lake Community Band, has also submitted an application; their request is for \$2,000. The summary includes amounts previously allocated and the requested annual amount for the upcoming cycle. The summary also includes a recommendation from staff on increasing the distributions per agency starting with this next cycle.

The total recommended amount is based on the anticipated surplus balance in the Hotel/Motel Tax account and the expected receipt of hotel-motel taxes. Staff evaluated multiple options for increasing distributions. The recommendation below was developed with the intent of making the most impact to participating organizations. The recommended allocation formula also equitably distributes funding level increases among the organizations. Requests below have been increased based on the following formula, UP TO THE AMOUNT REQUESTED.

<u>Current Annual Amount</u>	<u>Recommended Increase</u>
Up to \$10,000	100%
\$10,001 to \$100,000	10%
\$100,001 or more	5%

Organization	Fiscal Year Allocation 2021/22		Fiscal Year Allocation 2022/23		Requested Annual Funding 2023/24	Recommended Annual Funding 2023/24		
	Amount	Share	Amount	Share	Amount	Amount	Share	Change from PY
Crystal Lake Chamber of Commerce	\$ 3,300	1.6%	\$ 5,000	1.6%	\$ 5,000	\$ 5,000	1.5%	\$ -
Crystal Lake Community Band	\$ -	0.0%	\$ -	0.0%	\$ 2,000	\$ 2,000	0.6%	\$ 2,000
Crystal Lake Soccer Federation	\$ 3,300	1.6%	\$ 5,000	1.6%	\$ 30,000	\$ 10,000	2.9%	\$ 5,000
Encore Music Academy	\$ 1,650	0.8%	\$ 2,500	0.8%	\$ 10,000	\$ 5,000	1.5%	\$ 2,500
Historic Downtown District of Crystal Lake, Inc.	\$ 23,125	11.3%	\$ 35,000	11.3%	\$ 50,000	\$ 38,500	11.3%	\$ 3,500
Lakeside Legacy Foundation	\$ 30,000	14.7%	\$ 45,400	14.7%	\$ 100,000	\$ 49,940	14.7%	\$ 4,540
McHenry County Convention & Visitors Bureau	\$ 6,600	3.2%	\$ 10,000	3.2%	\$ 30,000	\$ 20,000	5.9%	\$ 10,000
McHenry County Santa Run for Kids	\$ 1,320	0.6%	\$ 2,000	0.6%	\$ 5,000	\$ 4,000	1.2%	\$ 2,000
McHenry County Youth Sports Association	\$ 34,880	17.1%	\$ 52,800	17.1%	\$ 52,800	\$ 52,800	15.6%	\$ -
Raue Center for the Arts	\$ 99,110	48.6%	\$150,000	48.6%	\$ 150,000	\$ 150,000	44.2%	\$ -
Williams Street Repertory Theatre Company	\$ 660	0.3%	\$ 1,000	0.3%	\$ 10,000	\$ 2,000	0.6%	\$ 1,000
<b>Total</b>	<b>\$203,945</b>	<b>100.0%</b>	<b>\$308,700</b>	<b>100.0%</b>	<b>\$ 444,800</b>	<b>\$ 339,240</b>	<b>100.0%</b>	<b>\$ 30,540</b>

As can be seen above, these increases would add about \$30,540 in distributions annually. There are three organizations, which would receive the same funding as the current cycle as they did not request additional funding. A description of each organization and their intended use of the funds has been included as Exhibit A.

Approval of annual funding sets a maximum amount to be requested. Before any funds are disbursed, staff evaluate several criteria. The most notable criteria include 1) availability of Hotel/Motel Tax receipts for disbursement and 2) review of documentation submitted by each organization. Regarding availability of Hotel/Motel Tax receipts, the allocations are all dependent upon Hotel/Motel Tax receipts in sufficient amounts to cover the requests. The City does not supplement the allocations with City revenues. Relating to the review of documentation, each organization must submit qualifying receipts related to the events/activity that was intended to generate hotel stays within Crystal Lake before funds are disbursed. This ensures all disbursements honor the spirit and intentions of the program and support the health of Crystal Lake hotels, as well as restaurants and retail establishments.

The resolution continues to include language affirming the direction of the Council to only disburse allocations after the events or activities have been held and stating that all distributions are dependent on the availability of funds. The Council has the option to allocate additional funds at a later date should the tax receipts total more than anticipated.

**Recommendation:**

It is the recommendation of the Director of Finance to adopt the proposed Resolution Allocating Hotel/Motel Tax Funding for Fiscal Year 2023/24.

**Votes Required to Pass:**

Simple Majority

**CITY OF CRYSTAL LAKE**  
**HOTEL/MOTEL TAX FUNDING PROGRAM APPLICANTS**  
**Funding Period May 2023 through April 2024**

The information below provides detail for each request.

- **Crystal Lake Chamber of Commerce – Support for Business & Community Festival and Haunted House/Trick or Treat Event**  
**Requests \$5,000**

The Crystal Lake Chamber of Commerce is requesting \$5,000 to assist with a new Business & Community Festival and a Haunted House/Trick or Treat Event. The Business & Community Festival will combine the Expo footprint of having businesses with booths with a concert and festival atmosphere with food trucks and music. The Haunted House/Trick or Treat event would create a haunted environment in the Downtown area combined with a trick or treat event with the Downtown businesses. Funding will be used to enhance the events which they hope will provide an experience that will provide the opportunity to make these annual events. Being new events, the attendance has been estimated at 500-600 spectators with 100-150 participants. Local hotel information will be included with information on each event. The Crystal Lake Chamber of Commerce received \$3,230 in Hotel/Motel tax funding from the City for the 2021/22 fiscal year & \$5,000 for the 2022/23 fiscal year.

- **Crystal Lake Community Band – Operating & Equipment Support**  
**Requests \$2,000**

The Crystal Lake Community Band is requesting \$2,000 for operating and equipment support. Funding will help the band to replace outdated and obsolete equipment and to assist with general operating costs. The Crystal Lake Community Band is the only one of its kind in the area. Performances include the 4<sup>th</sup> of July fireworks and parade, two annual indoor concerts and other free summer concerts. Spectator attendance averages 300 per indoor concert and around \$10,000 for the 4<sup>th</sup> of July events. There are 80 participants in the band. It is estimated that about 60 out of town guests come to the concerts and \$6,000 per year are paid directly to local hotels that are the venue for the indoor concerts. This is the first grant request for the Crystal Lake Community Band.

- **Crystal Lake Soccer Federation – Marketing, Advertising & Promotion of Crystal Lake Force Classic Soccer Tournament**  
**Requests \$30,000**

The Crystal Lake Soccer Federation (CLSF) is requesting \$30,000 for marketing, advertising and promotion of their annual tournament (Crystal Lake Force Classic Soccer Tournament). The CLSF has been around since 1982, and currently hosts recreational and competitive programs. The spectator attendance at the tournament is expected to be 6,000 and participation attendance is expected to be 2,500 per day. It is estimated that there will be 540 hotel rooms needed per night. The Crystal Lake Soccer Federation received \$3,300 in Hotel/Motel tax funding from the City for the 2021/22 fiscal year & \$5,000 for the 2022/23 fiscal year.

- **Encore Music Academy– General Operating Support and Concert Production**  
**Requests \$10,000**

The Encore Music Academy is an independent music school that is a major afterschool and summer music education provider in McHenry County. It is made up of the Encore Youth Choir, the McHenry County Youth Orchestra and Voices in Harmony. The Encore Music Academy is requesting \$10,000 for general operating support and expenses associated with concert production. Funding will help this group to continue to provide music education, performance opportunities, music classes and private lessons to more than 840 students of all ages in 23 surrounding communities of McHenry County. Guest instructors will need overnight accommodations as well as some of the people attending the annual gala at the Holiday Inn. Through Encore's program and sales campaign, area hotels are invited to purchase ad space in the fourteen concert program books. The Encore Music Academy received \$1,650 in Hotel/Motel tax funding from the City for the 2021/22 fiscal year & \$2,500 for the 2022/23 fiscal year.

- **Historic Downtown District of Crystal Lake, Inc. – Operating Support & Financial Assistance for Programs**  
**Requests \$50,000**

The Historic Downtown District of Crystal Lake, Inc. is requesting \$50,000 to partially support operating expenses for the organization's year-long program of activities and events. The Hotel/Motel tax funding will support greater marketing of both events and daily advantages of the experience of a historic area for shopping, dining, culture and community. The City has funded the Historic Downtown District of Crystal Lake, Inc. since its inception in 1996. The Historic Downtown District received \$23,125 in Hotel/Motel tax funding from the City for the 2021/22 fiscal year & \$35,000 for the 2022/23 fiscal year.

- **Lakeside Legacy Foundation – Operating Support of Signature Events and Programs Requests \$100,000**

The Lakeside Legacy Foundation is requesting \$100,000 to support general operating, maintenance, and marketing costs associated with events, programming and artist studios. Program budgets have been increased significantly and permanent full-time staffing has been restored after the pandemic. The Dole's newest event is the open air Farmer's Market that is open Sundays from May through October. Funding will also support communication strategies that expand the engagement both within and beyond McHenry County. Overnight stays are estimated at about 43,000 people over the course of a year. The Lakeside Legacy Foundation received \$30,000 in Hotel/Motel Tax funding from the City for the 2021/22 fiscal year & \$45,400 for the 2022/23 fiscal year.

- **McHenry County Convention & Visitors Bureau – Increase Ongoing Marketing and Sales Efforts for Visit McHenry County Requests \$30,000**

The McHenry County Convention and Visitors Bureau is requesting \$30,000. The mission of Naturally McHenry County is to promote McHenry County as a regional leisure and overnight visitor destination. If the City chooses to award the McHenry County Convention & Visitors Bureau \$30,000, the City of Crystal Lake will be guaranteed a voting position on the Naturally McHenry County Board of Directors and would be considered a Community Partner. Benefits of a Community Partner are being a featured community on NaturallyMcHenryCounty.com, receipt of annual marketing reports, and community specific marketing. The funding requested will be used to increase the ongoing marketing and sales efforts for Visit McHenry County in order to increase overnight stays at Crystal Lake hotels and continue to meet the Local Tourism Convention Bureau (LTCB) grant matching requirement. The McHenry County CVB promotes Crystal Lake and McHenry County as an overnight visitor destination. Crystal Lake and the region will be promoted through a combination of advertising in both print and digital, website, social media, public relations/media and direct sales. The McHenry County Convention & Visitors Bureau received \$6,600 in Hotel/Motel Tax funding from the City for the 2021/22 fiscal year & \$10,000 for the 2022/23 fiscal year

- **McHenry County Santa Run for Kids – Operating Support Requests \$5,000**

The McHenry County Santa Run for Kids is requesting \$5,000 to assist with the operation of the annual Santa Run for Kids. The funding will assist with purchasing Santa suits, shirts, hats/beards and awards for the participants. This event is a fundraiser for six youth agencies in McHenry County and a fun activity for the entire community. The expected spectator attendance is 80+ people and the expected participant attendance is 625. It is estimated that 12 hotel rooms would be needed for overnight stays. The McHenry County Santa Run for Kids received \$1,320 in Hotel/Motel Tax funding from the City for the 2021/22 fiscal year & \$2,000 for the 2022/23 fiscal year.

- **McHenry County Youth Sports Association – Marketing Support of MCYSA Summer International Baseball Championships Requests \$52,800**

The McHenry County Youth Sports Association (MCYSA) is requesting \$52,800 for operating support to provide marketing and promotion of the MCYSA Summer International Youth Baseball Championship. MCYSA will be hosting the Summer International Championship in two sessions during summer 2023, July 14<sup>th</sup>-17<sup>th</sup>, and July 20<sup>th</sup> – July 23<sup>rd</sup>. This year's tournament will include three age divisions. It is anticipated that 1,100 players and coaches will participate in the 2023 MCYSA Summer International Baseball Championships with an additional 12,000+ spectators. An estimated 2,400 overnight visitors are anticipated. The McHenry County Youth Sports Association received \$34,880 in Hotel/Motel Tax funding from the City for the 2021/22 fiscal year & \$52,800 for the 2022/23 fiscal year.

- **Raue Center for the Arts – Programming and Marketing Support Requests \$150,000**

The Raue Center for the Arts is requesting \$150,000 for programming and marketing support for upcoming events. The Raue Center will be focused on utilizing numerous multi-day programs and introducing new initiatives. The funds will continue to help the Raue Center attract new audience members, new sponsors and an overall increase in opportunities and visitors for the entire Crystal Lake community. The total annual attendance is expected to be 60,000 with an average participant attendance of 500 people. An estimated 3,200+ overnight visitors are anticipated for the events. Hotel information will be packaged and marketed with promotions for events. The Raue Center for the Arts received \$99,110 in Hotel/Motel Tax funding from the City for the 2021/22 fiscal year & \$150,000 for the 2022/23 fiscal year.

- **Williams Street Repertory Theatre Company – Programming Support Requests \$10,000**

The Williams Street Repertory Theatre Company (WSREP) is requesting \$10,000 for programming support of the Williams Street Repertory. The WSREP is an outgrowth of the Raue Center for the Arts and is a stand-alone 501(c)3 charitable organization. It is the only professional theater company in McHenry County. WSREP chooses plays and musicals that appeal to a variety of patrons. The estimated attendance for the season of shows is 17,000, with 600 overnight guests estimated. The Williams Street Repertory Theatre Company received \$660 in Hotel/Motel Tax funding from the City for the 2021/22 fiscal year & \$1,000 for the 2022/23 fiscal year.





## RESOLUTION

BE IT RESOLVED BY THE ACTING MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE to allocate Hotel/Motel Tax funding for fiscal year 2023/24 as follows:

Organization	Fiscal Year Allocation 2023/24
Crystal Lake Chamber of Commerce	\$ 5,000
Crystal Lake Community Band	\$ 2,000
Crystal Lake Soccer Federation	\$ 10,000
Encore Music Academy	\$ 5,000
Historic Downtown District of Crystal Lake, Inc.	\$ 38,500
Lakeside Legacy Foundation	\$ 49,940
McHenry County Convention & Visitors Bureau	\$ 20,000
McHenry County Santa Run for Kids	\$ 4,000
McHenry County Youth Sports Association	\$ 52,800
Raue Center for the Arts	\$ 150,000
Williams Street Repertory Theatre Company	\$ 2,000
Total	\$ 339,240

Such allocations are subject to the City having sufficient moneys in its Hotel/Motel Tax Fund to pay fully the amounts hereby allocated and may otherwise be conditioned by the Council. In the event that the City's Hotel/Motel Tax Fund lacks sufficient moneys to pay fully the amounts

hereby allocated, the City has the right to reduce each allocation *pro rata* based on moneys actually received in the Hotel/Motel Tax Fund.

In order to qualify for a distribution of Hotel/Motel Tax Funding allocations, the requesting organization must submit documentation showing the qualifying event or activity has occurred as indicated within the program application and a listing of the corresponding expenses incurred to hold the event or activity. Distributions will be limited to first, the approved allocation amount and second, to the amount actually incurred relating to the event or activity.

Dated this 21<sup>st</sup> day of March, 2023.

CITY OF CRYSTAL LAKE, an  
Illinois municipal corporation,

By: \_\_\_\_\_  
Haig Haleblan, Mayor

ATTEST

\_\_\_\_\_  
Nick Kachiroubas, City Clerk

PASSED: March 21, 2023  
APPROVED: March 21, 2023



**Agenda Item No: 17**

**City Council  
Agenda Supplement**

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**Meeting Date:**

March 21, 2023

**Item:**

Board and Commission Appointment - Economic Development Committee

**Mayor's Recommendation:**

Move to approve the nomination of Kathy Hajdrowski as an at-large member of the Economic Development Committee

**Contact:**

Haig Haleblian, Mayor

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**Background:**

The Economic Development Committee (EDC) consists of nine (9) voting members, one nominated by the Chamber of Commerce, one nominated by the Main Street program, and seven at-large members. The members are subject to the approval by a majority vote of the Mayor and City Council of the City of Crystal Lake.

Crystal Lake resident Kathy Hajdrowski has expressed an interest in serving on the Economic Development Committee. Ms. Hajdrowski works at Home State Bank, with 22 years of experience in the banking industry. If appointed to fill the current vacancy on the EDC, Ms. Hajdrowski would serve until September 30, 2025.

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

**Votes Required to Pass:** Simple majority



## Agenda Item No: 18

### City Council Agenda Supplement

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**Meeting Date:**

March 21, 2023

**Item:**

New National Multistate Opioid Settlement Agreement

**Staff Recommendation:**

Motion to adopt a Resolution authorizing the City of Crystal Lake to participate in the new national opioid settlement agreements and execute the settlement participation forms noted in this agenda supplement.

**Staff Contact:**

Eric T. Helm, City Manager  
Victor Filippini, City Special Legal Counsel

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**Background:**

At the December 21, 2021 City Council meeting, the City Council approved a resolution authorizing the City of Crystal Lake to participate in the national multistate opioid settlement with the three largest pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen and the manufacturer Janssen Pharmaceuticals, Inc. and its parent company, Johnson & Johnson.

In late 2022, additional settlement agreements were announced with three pharmacy chains—CVS, Walgreens, and Walmart—and two additional manufacturers—Allergan and Teva. In January 2023, each of those pharmacy chains and manufacturers confirmed that a sufficient number of states had agreed to the settlements to move forward. As with the 2021 National Settlements, states and local governments that want to participate in the 2022 National Settlements now will have the opportunity to “opt in.” The greater the level of subdivision participation, the more funds will ultimately be paid out for abatement. The terms of the new settlement agreements are similar to the previous settlement agreements.

The proposed settlement requires the pharmacy chains and manufacturers to pay the following:

- Teva to pay up to \$3.34 billion over 13 years and to provide either \$1.2 billion of its generic version of the drug Narcan over 10 years or \$240 million of cash in lieu of product, as each state may elect;
- Allergan to pay up to \$2.02 billion over 7 years;
- CVS to pay up to \$4.90 billion over 10 years;
- Walgreens to pay up to \$5.52 billion over 15 years; and
- Walmart to pay up to \$2.74 billion in 2023, and all payments to be made within 6 years.

These settlement amounts are in addition to the approximately \$22.7 billion earmarked for use by participating states and local subdivisions to remediate or abate opioid addiction from the previous

settlement agreement. Since Illinois is participating in the settlement, the City could receive settlement funds. The amount the City could receive will be based on the number of communities participating and the terms of the final settlement. Settlement funds are restricted to funding future opioid remediation efforts, including opioid user treatment and support, preventing future misuse, and training first responders to address opioid misuse.

The Illinois Attorney General encourages Illinois local governments participate in the settlement since the settlement funds will allow local governments to make meaningful change to curb opioid addiction. Also, the level of participation will determine whether the pharmacies and the manufacturers agree to the settlement terms. In addition, the City consulted the Illinois Municipal League (IML) to receive its feedback on the proposed settlement. *The IML legal counsel offered no reasons for the City to not “opt-in” on the settlement.* Except for the communities that have previously filed litigation against the pharmaceutical providers, the IML is unaware of any communities that have affirmatively decided to not participate in the settlement. The State encouraged participation by passing PA 102-85, which requires home rule and non-home rule communities to receive permission from the Attorney General prior to filing suit against the parties in question. Receiving this approval is unlikely; therefore, the only opportunity to receive funds from pharmaceutical distributors and manufacturers would be through the settlement noted in this supplement.

### **Next Steps**

At this stage, local governments are requested to sign the attached settlement participation forms. The City’s participation in the settlement is optional. If the City were to participate, the City will need to sign the attached settlement participant forms by April 18, 2023.

**If the City participates, it will not be able to bring any other opioid-related claims against the settling defendants.** By entering into the settlement, the City would agree to not bring a claim or suit against the pharmaceutical distributors or manufacturers. The City’s special legal counsel is not aware of any City damages that would warrant an individual lawsuit against the pharmaceutical industry (assuming that permission from the Attorney general could be secured). Since the City does not have an outstanding lawsuit against the settling defendants, it would not be negatively impacted by this requirement.

Also attached to this supplement is an executive summary of the settlement, and settlement FAQ fact sheet.

City special legal counsel has reviewed the attached settlement forms and finds that they present minimal risk to the City, and they would make the City eligible to receive funds from the settlement amounts without incurring legal fees or exposing the City to litigation risks.

### **Votes Required to Pass:**

Simple majority



**The City of Crystal Lake**

**RESOLUTION AUTHORIZING THE CITY OF CRYSTAL LAKE TO PARTICIPATE  
IN THE NEW NATIONAL MULTISTATE OPIOID SETTLEMENT AND EXECUTE  
THE SETTLEMENT PARTICIPATION FORMS**

**WHEREAS**, the State of Illinois has previously elected to join the two proposed national multistate opioid settlements that have been reached, in order to resolve all opioid litigation claims brought by states and the local political subdivisions against three pharmaceutical distributors (“Distributors”) and one manufacturer (“Janssen”) (collectively, the “Settlement Agreements”); and

**WHEREAS**, the State of Illinois has elected to join the new proposed national multistate opioid settlements (“New National Opioid Settlements”) that have been reached, in order to resolve all opioid litigation claims brought by states and the local political subdivisions against three pharmacy chains, CVS, Walgreens and Walmart, and two additional manufacturers, Allergan and Teva (collectively, the “Settling Defendants”).

**WHEREAS**, the Illinois General Assembly has enacted Public Act 102-0085, which precludes any unit of local government, on or after July 9, 2021, from filing or becoming a party to any opioid litigation against an opioid defendant that is subject to a national multistate opioid settlement, unless approved by the Attorney General; and

**WHEREAS**, the City of Crystal Lake (the “City”), as a unit of local government of the State of Illinois, is authorized to participate in the New National Opioid Settlements; and

**WHEREAS**, the corporate authorities of the City find it advisable, necessary and in the best interest of the public that the City opt-in as a participant in the New National Opioid Settlements.

**NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE** by the corporate authorities of the City of Crystal Lake, McHenry County, Illinois as follows:

Section 1. The foregoing recital clauses to this Resolution are adopted as the finding of the corporate authorities of the City and are incorporated herein by specific reference.

Section 2. The corporate authorities of the City hereby elect to opt-in to the New National Opioid Settlement Agreements, which shall include the proposed settlement agreements with three pharmacy chains, CVS, Walgreens and Walmart, and two additional manufacturers, Allergan and Teva (collectively, the “Settling Defendants”)

Section 3. The Mayor, City, Clerk, City Manager, and their designees are hereby authorized and directed to take all appropriate actions to cause the City to opt-in as a participant in the Settlement Agreements.

Section 4. This Resolution shall be effective immediately upon its passage and approval by the City Council.

DATED at Crystal Lake, Illinois, this 21<sup>st</sup> day of March, 2023.

City of Crystal Lake, an  
Illinois municipal corporation

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Haig Haleblian, MAYOR

SEAL

ATTEST

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Nick Kachiroubas, CITY CLERK

PASSED: March 21, 2023

APPROVED: March 21, 2023

# **Executive Summary of National Opioid Settlements**

[2.03.2023. Subject to ongoing corrections and updates]

In 2021, nationwide settlements were reached to resolve all opioids litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors—McKesson, Cardinal Health, and AmerisourceBergen (“Distributors”)—and against manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, “J&J”). These “2021 National Settlements” have been finalized, and payments have already begun. In all, the Distributors will pay up to \$21 billion over 18 years, and J&J will pay up to an additional \$5 billion over no more than nine years.

In late 2022, agreements were announced with three pharmacy chains—CVS, Walgreens, and Walmart—and two additional manufacturers—Allergan and Teva. In January 2023, each of those pharmacy chains and manufacturers confirmed that a sufficient number of states had agreed to the settlements to move forward. As with the 2021 National Settlements, states and local governments that want to participate in the 2022 National Settlements now will have the opportunity to “opt in.” The greater the level of subdivision participation, the more funds will ultimately be paid out for abatement. Assuming maximum participation, the 2022 National Settlements require:

- Teva to pay up to \$3.34 billion over 13 years and to provide either \$1.2 billion of its generic version of the drug Narcan over 10 years or \$240 million of cash in lieu of product, as each state may elect;
- Allergan to pay up to \$2.02 billion over 7 years;
- CVS to pay up to \$4.90 billion over 10 years;
- Walgreens to pay up to \$5.52 billion over 15 years; and
- Walmart to pay up to \$2.74 billion in 2023, and all payments to be made within 6 years.

(These figures include amounts attributable to prior settlements between the Defendants and certain states/subdivisions and amounts for attorneys’ fees and costs.)

Under both the 2021 and 2022 National Settlements, at least 85% of the funds going directly to participating states and subdivisions must be used for abatement of the opioid epidemic, with the overwhelming bulk of the proceeds restricted to funding future abatement efforts by state and local governments.



In addition to providing billions of dollars for abatement, the settlements also impose changes in the way the settling defendants conduct their business. For example:

- The Distributors will create a groundbreaking clearinghouse through which they will be required to account not only for their own shipments, but also the shipments of the other distributors, in order to detect, stop, and report suspicious opioids orders;
- J&J (which ceased marketing Opioids in 2015 and ceased selling Opioids in 2020) will not market or sell any opioid products in the next ten years and has agreed to cease lobbying concerning prescription opioids for ten years;
- Teva and Allergan have agreed to strict limitations on their marketing, promotion, sale, and distribution of opioids, including a ban on: (1) promotion and lobbying; (2) rewarding or disciplining employees based on volume of opioid sales; and (3) funding or grants to third parties; and
- Walmart, CVS, and Walgreens are required to implement changes in how they handle opioids, including requirements addressing their compliance structures, pharmacist judgment, diversion prevention, suspicious order monitoring, and reporting on red-flag processes, as well as blocked and potentially problematic prescribers.

The 2021 and 2022 National Settlements are the culmination of many years of intense negotiations among representatives of the State Attorneys General, the court-appointed Plaintiffs' Executive Committee and Negotiation Committee, which are comprised of lawyers in the National Prescription Opiate MDL who represent subdivisions, and counsel to the Settling Defendants. These negotiations were facilitated by Judge Dan Polster (who oversees the federal MDL litigation), by the Special Masters appointed by the MDL Court, and by experienced, neutral mediators.

The agreements do not settle or release any claims brought by Tribes or by private parties, including private individuals, private hospitals, or private third-party payers.

**Frequently Asked Questions about the 2022 National Opioid Settlements with Teva, Allergan, Walmart, Walgreens, and CVS**  
**[Subject to ongoing corrections and updates]**  
**[Executed Agreements Control]**

**1. Which Defendants Have Executed National Opioid Settlements?**

Since the Summer of 2021, nine Defendant families have executed National Opioid Settlements. First, in July 2021, J&J and Distributors McKesson, Cardinal Health, and AmerisourceBergen entered into National Opioids Settlements (“2021 National Settlement(s)”; details regarding the 2021 National Settlements, including a separate set of FAQs, can be found here: <https://nationalopioidsettlement.com/distributor-janssen-faq/>). More recently, between November and December of 2022, five additional Defendant families have entered into National Opioids Settlements (“2022 National Settlement(s)”).<sup>1</sup> They are:

<b>Settling Defendant</b>	<b>Date of Settlement Agreement</b>	<b>Link to Settlement Agreement</b>
Teva	November 22, 2022	<a href="https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Final-Teva-Global-Settlement-Agreement-and-Exhibits_12-20-22.pdf">https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Final-Teva-Global-Settlement-Agreement-and-Exhibits_12-20-22.pdf</a>
Allergan	November 22, 2022	<a href="https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Final-Allergan-Global-Agreement-and-Exhibits_12-20-22.pdf">https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Final-Allergan-Global-Agreement-and-Exhibits_12-20-22.pdf</a>
Walmart	November 14, 2022	<a href="https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Walmart-Settlement-Agreement-2022.12.02_FINAL.pdf">https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Walmart-Settlement-Agreement-2022.12.02_FINAL.pdf</a>
Walgreens	December 9, 2022	<a href="https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Walgreens-Multistate-Agreement-and-Exhibits.pdf">https://nationalopioidsettlement.com/wp-content/uploads/2022/12/Walgreens-Multistate-Agreement-and-Exhibits.pdf</a>
CVS	December 9, 2022	<a href="https://nationalopioidsettlement.com/wp-content/uploads/2022/12/2022-12-09-CVS-Global-Settlement-Agreement-with-Exhibits.pdf">https://nationalopioidsettlement.com/wp-content/uploads/2022/12/2022-12-09-CVS-Global-Settlement-Agreement-with-Exhibits.pdf</a>

**2. Which Entities Are Eligible to Participate in the 2022 National Settlements?**

The 2022 National Settlements are “opt in” settlements that are open only to states, as well as state subdivisions (e.g., municipalities, counties, parishes, cities, towns, incorporated townships, villages, and boroughs) and certain special districts (e.g., school districts, fire

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<sup>1</sup> The 2022 National Settlements define the specific entities entering into the respective agreements, as well as the “Released Entities.”

districts, and hospital districts). Claims brought on behalf of private individuals and businesses (including private hospitals and private third-party payors) are **not** included and will not be released. Claims brought on behalf of Tribal Nations are also not included and will not be released through participation in these agreements, but Tribal Nations may be eligible to participate in separate settlements with these same defendants; more information on those separate agreements may be found here: <https://www.tribalopioidsettlements.com/>.

Each 2022 National Settlement has the same basic “two-phase” structure:

**Phase I – Eligible States:** With respect to each 2022 National Settlement, most states are eligible to participate. (For these purposes, Washington, D.C. and the five U.S. Territories<sup>2</sup> are treated as “states.”) Certain states are not eligible to participate in certain of these settlements (e.g., due to prior settlements or litigation with a settling Defendant). Among the states eligible to participate in certain 2022 National Settlements, a small number have chosen not to participate in one or more of those settlements. Accordingly, for each of the 2022 National Settlements, the only states that may participate are those that are eligible and elected to do so. The following list sets forth, for each 2022 National Settlement, the eligible and ineligible states, as well as those eligible states that have chosen not to participate.

- **Teva Settlement:**
  - All states are eligible, **except** Florida, Louisiana, Oklahoma, Rhode Island, Texas, and West Virginia. Oklahoma subdivisions and special districts, however, **are** eligible to participate.
  - Nevada has chosen not to participate.
- **Allergan Settlement:**
  - All states are eligible, **except** Florida, Louisiana, New York, Rhode Island, and West Virginia.
  - Nevada has chosen not to participate.
- **Walmart Settlement:**
  - All states are eligible, **except** Alabama, Florida, New Mexico, and West Virginia.
- **Walgreens Settlement:**
  - All states are eligible, **except** Florida.
  - Michigan, Nevada, New Mexico, and West Virginia have chosen not to participate.

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<sup>2</sup> American Samoa, Guam, Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands.

• **CVS Settlement:**

- All states are eligible, **except** Florida, New Mexico, and West Virginia.
- Maryland and Nevada have chosen not to participate.

**Phase II – Eligible Subdivisions:** **Within settling states only**, both non-litigating and litigating subdivisions may participate, including all municipal, county, city, town, township, parish, village, or borough governments, as well as any other subdivisions that have filed lawsuits that fall within the release provisions of the 2022 National Settlements. “Special Districts” are treated as “Subdivisions” under the Walmart, Walgreens, and CVS Settlements. Under the Teva and Allergan Settlements, certain special districts, such as school districts, fire districts, and hospital districts, are eligible to participate in the 2022 National Settlements, along with subdivisions. For ease of reference, unless otherwise noted, use of the term “Subdivision” in these FAQs includes eligible “Special Districts.”

Subdivisions within a state can only participate if their state is participating.

In addition, certain subdivisions—even within participating states—may not be eligible to participate in one or more of the 2022 National Settlements despite their state participating, e.g., if they have previously settled and released their claims. Subdivisions should speak to their respective counsel and/or their respective state attorney general for further information on their eligibility.

**3. If a State or Subdivision Did Not Participate in the 2021 National Settlements with J&J or the Distributors (McKesson, Cardinal Health, and AmerisourceBergen), Can It Participate in the 2022 National Settlements with Teva, Allergan, Walmart, Walgreens, and CVS?**

Yes. Whether an eligible state or subdivision participated in either of the 2021 National Settlements does **not** impact its eligibility to participate in these more recent 2022 National Settlements with Teva, Allergan, Walmart, Walgreens, and CVS.

**4. May a State or Subdivision Participate in Some of the 2022 National Settlements While Choosing Not to Participate in Others?**

Yes, except for the Teva and Allergan Settlements, eligible states and subdivisions may choose to participate in one or more of the 2022 National Settlements, while choosing not to participate in others. **However**, if your state has participated in both the Teva and Allergan Settlements, your subdivision must participate in both or neither of these settlements; it cannot choose to participate in just Teva or just Allergan. If your state only participated in Teva, you can choose to participate only in Teva (and the Allergan Settlement is not available to you). And vice versa. A chart reflecting each state’s participation status with respect to each of the 2022 National Settlements is available here: <https://nationalopioidsettlement.com/state-participation-status/>.

### **5. How Many States Are Participating? Has “Critical Mass” Been Reached at the State Level?**

The 2022 National Settlements are designed to incentivize higher participation rates. Each settlement provides two or more “critical mass” phases for each settling Defendant and/or the states to determine whether there is sufficient participation to make it worth proceeding with the settlement or, in the case of the Walmart Settlement, to meet minimum, objective participation thresholds.

Phase I has been met for each of the 2022 National Settlements, meaning that there was sufficient state-level participation to proceed to Phase II of the settlements regarding subdivisions. Teva, Allergan, and Walgreens each determined there was sufficient state participation to proceed to the second phase of those agreements. For the CVS Settlement, settling states on the “Enforcement Committee,” as well as CVS, determined there was sufficient state participation to proceed to the second of the settlement. For the Walmart Settlement, the “State Participation Threshold” was achieved (i.e., at least 45 of the 50 “Threshold States” joined the settlement), so that settlement will also proceed to its second phase.

A chart reflecting each state’s participation status with respect to each of the 2022 National Settlements is available here: <https://nationalopioidsettlement.com/state-participation-status/>.

### **6. What Steps Are Needed for a Subdivision to Opt In?**

To participate, a subdivision must execute and submit a participation form **for each settlement** it wants to participate in. Participation forms must be executed and submitted on or **before April 18, 2023**, for subdivisions to be considered an “Initial Participating Subdivision” in a settlement. The participation forms will include a release (discussed below) and advance authorization for entry of a Master Dismissal of the released claims (if the settlement moves forward).

By executing and returning a participation form for a settlement: (1) the subdivision agrees to the terms of the applicable settlement agreement pertaining to subdivisions; (2) the subdivision releases all claims within the scope of such settlement; (3) the subdivision agrees to use monies it receives as required under such settlement; (4) the subdivision submits to the jurisdiction of the court where their state’s consent judgment is filed for purposes limited to that court’s role under such settlement; and (5) with respect to subdivisions who have filed lawsuits against any settling Defendant, the subdivision commits to promptly dismissing its legal action against that settling Defendant. By signing a participation form, the subdivision is authorizing the Plaintiffs’ Executive Committee (PEC) to file a dismissal on its behalf for any claims pending in the MDL. (For claims pending outside the MDL, the subdivision is obligated to dismiss those claims itself.) A link to an example of such dismissal may be found here:

<https://nationalopioidsettlement.com/wp-content/uploads/2023/01/form-of-Master-Stipulation-of-Dismissal.pdf>.

After April 18, 2023, the extent of subdivision participation will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. See FAQ #8 below. If the settlement moves forward, the release in the subdivision's participation form will become effective. If a settlement does not move forward, that release will not become effective.

There are three methods for returning the executed participation forms and any supporting documentation to the Implementation Administrator:

1. **Electronic Signature via DocuSign:** Executing the participation forms electronically through DocuSign will return the signed forms to the Implementation Administrator and associate a subdivision's forms with that subdivision's records. Electronic signature is the most efficient method for returning participation forms, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
2. **Manual Signature returned via DocuSign:** DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed participation forms via DocuSign will associate a subdivision's signed forms with that subdivision's records.
3. **Manual Signature returned via electronic mail:** If a subdivision is unable to return executed participation forms using DocuSign, signed participation forms may be returned via electronic mail to [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). Please include the name, state, and reference ID of your subdivision in the body of the email and use the following subject line:

#### **Settlement Participation Forms – [Subdivision Name, Subdivision State] – [Reference ID]**

Detailed instructions on how to sign and return the participation forms, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com).

#### **7. What Are the Deadlines to Opt In to One or More of the 2022 National Settlements?**

As discussed above in FAQ #5, the state participation phase of the settlements has resulted in sufficient state participation to move forward with subdivision participation phase. The applicable time periods and deadlines are set forth below in [Chart A](#). These deadlines reflect agreed extensions beyond the dates provided for under the settlement agreements.

For each of the 2022 National Settlements, subdivisions will have until April 18, 2023, to execute and submit their participation forms and be considered an “Initial Participating Subdivision” in a settlement.

For the Teva, Allergan, Walgreens, and CVS Settlements, these settling Defendants will then have until May 18, 2023, to determine whether to proceed further with their respective settlements.<sup>3</sup> The Walgreens and CVS Settlements include an intervening deadline (May 2, 2023) by which states are to determine whether there has been sufficient subdivision-level participation to proceed with those settlements.

**Chart A**

<b>Settling Defendant</b>	<b>Initial deadline for subdivisions to participate in settlement</b>	<b>Deadline for states to determine whether to proceed</b>	<b>Deadline for settling Defendants to determine whether to proceed (Reference Date<sup>4</sup>)</b>
Walmart	April 18, 2023		
Teva	April 18, 2023		May 18, 2023
Allergan	April 18, 2023		May 18, 2023
Walgreens	April 18, 2023	May 2, 2023	May 18, 2023
CVS	April 18, 2023	May 2, 2023	May 18, 2023

<sup>3</sup> Under the Walmart Settlement, each of the settling states will use reasonable efforts to ensure that, by April 18, 2023, the settling states have met the following “Subdivision Participation Thresholds” for the Walmart Settlement to become effective: (1) more than 85% of the aggregate population of all litigating subdivisions located in the settling states and separately settling states, and (2) more than 85% of the aggregate population of all non-litigating threshold subdivisions located in the settling states and separately settling states, (a) have become participating subdivisions, (b) are subject to a bar or case-specific resolution, or (c) have joined a settlement between Walmart and a separately settling state by executing a participation form, including a release.

<sup>4</sup> In the Teva, Allergan, Walgreens, and CVS Settlements, the “Reference Date” refers to the date by which each respective settling Defendant is to determine whether there has been enough subdivision-level participation to proceed beyond the second phase of its settlement. (In the Walmart Settlement, the “Subdivision Participation Thresholds” are based on objective criteria, and there is thus no such “Reference Date.”)

**8. What Level of Subdivision Participation Is Necessary for the 2022 National Settlements to Become Effective?**

Under the Teva, Allergan, Walgreens, and CVS Settlements, there is no set threshold of subdivision-level participation required for those settlements to become effective. As to the Teva and Allergan Settlements, once the deadline for subdivisions to participate has passed, these settling Defendants will determine whether there has been sufficient subdivision-level participation for these settlements to become effective. The Walgreens and CVS Settlements operate similarly to the Teva and Allergan Settlements, except that under those settlements, the settling states (Walgreens) or the “Enforcement Committee” representing the settling states (CVS) will first have the opportunity to determine whether there has been sufficient subdivision participation to proceed with these settlements. If so, then Walgreens and CVS are to determine whether they agree that sufficient subdivisions have participated in the settlements. The decisions of the Teva, Allergan, CVS, and Walgreens as to whether there has been adequate subdivision-level participation is in their sole discretion and must be made in good faith.

The Walmart Settlement is different in that the level of subdivision participation required for the settlement to become effective is based on objective criteria: (1) more than 85% of the aggregate population of all litigating subdivisions located in settling states, as well as states that have separately settled with Walmart, must agree to participate or otherwise have their claims fully released, **and** (2) more than 85% of the aggregate population of all non-litigating threshold subdivisions (defined to include subdivisions with populations greater than 30,000 or those with populations between 10,000 and 30,000 that have brought opioids-related claims against McKesson, Cardinal Health, AmerisourceBergen, or J&J) must agree to participate or otherwise have their claims fully released. The calculation of the aggregate populations of litigating subdivisions and non-litigating threshold subdivisions is on an aggregated basis and not a state-by-state basis. If these thresholds are met, then the Walmart Settlement will become effective.

**9. Can Eligible States Opt In After the Deadlines for Doing So?**

Except for the Walmart Settlement, eligible states may, under certain circumstances, join the 2022 National Settlements after the deadlines to do so. However, later joinder by eligible states requires the consent of the respective settling Defendant (and, if applicable, the State Enforcement Committee for such settlement). If an eligible state later joins a 2022 National Settlement, subdivisions within that state may also sign on and participate in such settlement but may receive lower total payments. Note that, with respect to the CVS and Walgreens Settlements, no eligible state may become a settling state after May 31, 2023, and June 30, 2023, respectively.

**10. What Funds Will Be Available for Abatement?**

The amounts to be paid under each 2022 National Settlement depend on the level of participation by eligible states and subdivisions. Each of the settlements requires the settling Defendant to make annual payments over a period of years consisting of base and



incentive payments. **Assuming maximum participation** by eligible states and subdivisions, **Chart B** below reflects the **highest** amounts to be paid by each settling Defendant, including the base, incentive, and total amounts for abatement.

**Chart B**

Settling Defendant	Abatement – Base	Abatement - Incentive	Abatement – Total	Other	Total
Teva	\$1,325,488,100 (45% of the Net Abatement Amount of \$2,945,529,111)	\$1,620,041,011 (55% of the Net Abatement Amount of \$2,945,529,111)	\$2,945,529,111	<ul style="list-style-type: none"> <li>Maximum cash conversion of Settlement Product if Settling State elects to convert all or a portion of its Settlement Product allocation into a cash payment (\$240,000,000)<sup>5</sup></li> <li>Additional Restitution Amount (\$28,669,762)</li> <li>Global Settlement Attorney Fee Amount of (\$366,335,847.76)</li> </ul>	\$3,580,534,720.76
Allergan	\$809,634,037.95 (45% of the Net Abatement Amount of \$1,799,186,751)	\$989,552,713.05 (55% of the Net Abatement Amount of \$1,799,186,751)	\$1,799,186,751	<ul style="list-style-type: none"> <li>Additional Restitution Amount (\$16,192,680.76)</li> <li>Global Settlement Attorney Fee Amount (\$206,906,476.36)</li> </ul>	\$2,022,285,908.12
Walmart	\$909,641,765.08 (38% of Global Settlement Remediation Amount of \$2,393,794,118.64).	\$1,484,152,353.56 (62% of Global Settlement Remediation Amount of \$2,393,794,118.64).	\$2,393,794,118.64	<ul style="list-style-type: none"> <li>Subdivision Attorneys’ Fees, Expenses and Costs (\$297,720,376.93)</li> <li>State Outside Counsel Fee Fund (\$16,006,471.88)</li> <li>State Cost Fund (\$16,006,471.88)</li> </ul>	\$2,739,533,911.20

<sup>5</sup> Under the Teva Settlement, Teva will offer up to \$1.2 billion of Teva’s generic version of the overdose reversal drug Narcan or, alternatively, provide cash at 20% of the \$1.2 billion wholesale acquisition cost “in lieu of product.”

Walgreens	\$1,963,147,836 (41% of the Adjusted State Remediation Payment of \$4,788,165,456)	\$2,825,017,620 (59% of the Adjusted State Remediation Payment of \$4,788,165,456)	\$4,788,165,456	<ul style="list-style-type: none"> <li>• Additional Remediation (\$16,006,471.88)</li> <li>• Private Attorneys Fees (\$638,600,000)</li> <li>• State AG Fees and Costs (\$63,842,206)</li> <li>• Additional Remediation Amount (\$31,921,103)</li> </ul>	\$5,522,528,766
CVS	\$1,626,081,118 (38% of Maximum Remediation Payment of \$4,279,160,837)	\$2,653,079,719 (62% of Maximum Remediation Payment of \$4,279,160,837)	\$4,279,160,837	<ul style="list-style-type: none"> <li>• Common Benefit and Subdivision Attorneys' Fees, Expenses and Costs (\$539,457,124)</li> <li>• State Outside Counsel Fee Fund (\$28,527,739) State Cost Fund (\$28,527,739) and Additional Remediation Amount (\$28,527,739)</li> </ul>	\$4,904,201,178

**11. How Much Will a Settling State Receive in Base Payments Under the 2022 National Settlements?**

As illustrated in Chart B above, approximately \$6.63 billion in base payments would be available to settling states. These base payments do not require a settling state to meet any specific participation benchmarks or conditions. Base payments will be paid out annually for distribution to each settling state according to its share of the abatement funds using the top-level state allocation model discussed below. Each state's base payment is then allocated into the three sub-funds or according to a state-subdivision agreement, qualifying statute, or statutory trust, as explained below.

**12. How Much Can a State Receive in Incentive Payments?**

Under the 2022 National Settlements, approximately \$9.57 billion in abatement funds would be earmarked for "Incentive Payments" Although the criteria for Incentive Payments under each of the 2022 National Settlements are similar, there are differences in how they operate and when they accrue, as explained in FAQ #13 below.

### **13. How Do Incentive Payments Work?**<sup>6</sup>

In each of the 2022 National Settlements, incentive payments are designed to reward states for increasing participation in the settlements by their subdivisions and/or taking steps to bar or otherwise resolve current and future subdivision litigation, but there are differences in how these incentive payments operate and when they accrue.

Eligibility for incentive payments is **state-specific**, meaning that eligibility for incentive payments, as well as the amount of such payments, depends on whether, and the extent to which, the applicable incentive criteria set forth in each of the 2022 National Settlements are met **in each such settling state**, irrespective of any other settling states.

- **Teva/Allergan**

The Teva and Allergan Settlements divide incentive payments into four categories: Incentives A, B, C, and D. Under the Teva Settlement, Incentives A-C would be due in installments over 12 years beginning with Payment Year 2, and Incentive D would be due in installments over 10 years beginning with Payment Year 4. Under the Allergan Settlement, Incentives A-C would be due in installments over 6 years beginning with Annual Payment 2, and Incentive D would be due in installments over 4 years beginning with Annual Payment 4. Under these settlements, if a settling state qualifies for Incentive A, it would receive the maximum payment allocable to the State for Incentives A-C. If a settling state does not qualify for Incentive A, it can alternatively qualify for Incentive B and/or Incentive C. A settling state can qualify for Incentive D regardless of whether it qualifies for another incentive payment.

Incentives A-D are generally as follows:

**Incentive A:** Full participation, or fully released claims, of (1) litigating subdivisions/special districts and (2) non-litigating subdivisions with populations greater than 10,000/non-litigating covered special districts.

**Incentive B:** Early participation, or released claims, by litigating subdivisions/special districts representing at least 75% of the settling state's litigating population.

**Incentive C:** Participation, or release of claims, by litigating **or** non-litigating primary subdivisions (defined as subdivisions with populations of 30,000 or more) representing more than 60% of the settling state's primary subdivision population (Part 1) and 100% of its 10 largest subdivisions by population (Part 2).

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<sup>6</sup> Note that these FAQs include certain terms that are specifically defined in the 2022 National Settlements. The definitions contained in the 2022 National Settlements are determinative.

**Incentive D:** No opioids-related lawsuits filed by subdivisions within the settling state against settling Defendants as of two look-back dates 2 years and 5.5 years after the “Preliminary Agreement Date.”

- **CVS**

Under the CVS Settlement, Incentives A-D are generally like the Teva and Allergan Settlements. But there are certain differences.

First, unlike the Teva and Allergan Settlements, Incentive A is **mutually exclusive** with Incentives B, C, and D, meaning that a settling state may either qualify for Incentive A, or Incentives B, C, and/or D. A settling state will be eligible for its full allocable share of the maximum amount available for incentive payments by either: (1) achieving Incentive A within 2 years of the Effective Date or (2) by fully earning Incentive B in each Payment Year it is available and earning Incentives C and D in a manner that produces that maximum possible combined amount from those two incentives.

Second, Incentive B requires early participation, or released claims, by litigating subdivisions representing at least 85% of the settling state’s litigating population.

Third, Incentive C requires participation, or release of claims, by at least 85% of the settling state’s litigating subdivisions **and** non-litigating threshold subdivisions (defined to include subdivisions with populations greater than 30,000 or subdivisions with populations between 10,000 and 30,000 that have brought an opioids-related claim against McKesson, Cardinal Health, AmerisourceBergen, or J&J).

Finally, there are five look-back dates for Incentive D: April 30 of Payment Years 6-10.

- **Walgreens**

Under the Walgreens Settlement, incentive payments are divided among three categories: Incentives A, BC, and D. Incentive A is mutually exclusive with Incentives BC and D; if a settling state receives Incentive A, such settling state is not eligible for Incentives BC or D.

Incentive A requires full participation from all litigating subdivisions, primary subdivisions (defined to include subdivisions with populations over 10,000), and certain special districts. Incentive BC is determined based on the percentage of the aggregate population of all the settling state’s litigating subdivisions and non-litigating threshold subdivisions (defined to include subdivisions with

populations greater than 30,000 or those with populations between 10,000 and 30,000 that have brought opioids-related claims against McKesson, Cardinal Health, AmerisourceBergen, or J&J) that have participated in the settlement or otherwise fully released their claims. A sliding percentage scale will determine the Incentive BC Payments under these settlement agreements.

Under the Walgreens Settlement, a settling state may earn Incentives A and BC in annual payments 2 through 15.

Finally, Incentive D (payments which are based on Incentive BC participation percentage) can be earned if there are no qualifying lawsuits surviving a threshold motion as of certain look-back dates prior to Incentive D payments being made. Any Incentive D payments would be made under the Walgreens Settlement during Payment Years 6-15.

- **Walmart**

Incentive payments under the Walmart Settlement operate similarly to incentive payments under the Walgreens Settlement. However, under the Walmart Settlement, Incentive Payments A and BC would be paid in (at most) three payments in Payment Years 1 through 3. Any Incentive D payments would be made during Payment Years 3-6.

**14. If States or Subdivisions Elect to Participate in the 2022 National Settlements, When Will They Receive Abatement Fund Payments?**

Participating states and subdivisions would receive abatement proceeds through annual payments continuing over a period of years. Chart C below sets forth, for each 2022 National Settlement, the date through which annual abatement payments would be made by the respective settling Defendant.

**Chart C**

<b>Settling Agreement</b>	<b>Annual Abatement Payments Made Until</b>
Teva Settlement	July 15, 2035
Allergan Settlement	July 15, 2029
Walmart Settlement	~July 15, 2028
Walgreens Settlement	December 31, 2036
CVS Settlement	June 30, 2032

**15. How Will Settlement Proceeds Be Used?**

Each of the 2022 National Settlements requires that at least 85% to 95.5% of abatement funds be used to fund opioid-remediation efforts, with at least 70% of abatement funds required to be used in connection with future opioid-remediation efforts. Chart D below sets forth, for each settlement, the minimum percentage of settlement payments disbursed to states and participating subdivisions that must be spent on “Opioid Remediation” and “future Opioid Remediation,” respectively. The 2022 National Settlements effectively define “Opioid Remediation” as including care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures, except where the agreement restricts the use of funds solely to **future** Opioid Remediation) designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic. The 2022 National Settlements include broad and non-exhaustive lists of qualifying opioid-remediation expenditures.<sup>7</sup>

**Chart D**

Settling Defendant	Minimum Amount of Settlement Proceeds Spent on Opioid Remediation	Minimum Amount of Settlement Proceeds To Be Spent on Future Opioid Remediation
Teva	85%	70%
Allergan	85%	70%
Walmart	85%	70%
Walgreens	95%	70%
CVS	95.5%; <i>provided, however</i> , that the remaining 4.5% only may be spent outside of Opioid Remediation to the extent necessary to satisfy certain attorney fee agreements entered into by settling states.	70%

**16. How Will the State-Level Allocations Be Made?**

Under the 2022 National Settlements, each of the settling Defendants would make annual payments consisting of base and incentive payments (described above). Calculation of the amounts distributed to each settling state (including the state and its settling subdivisions) starts with a top-level allocation among all states of the maximum potential payment. How much of that maximum

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<sup>7</sup> If settlement proceeds are used for something other than “Opioid Remediation,” then the amounts and uses (including any use to pay attorneys’ fees and costs) must be publicly reported.

amount each state will receive in any given year is then based on (1) which incentive payment categories that state qualifies for that year; and (2) whether amounts otherwise payable are offset or otherwise adjusted (see FAQ #18 below regarding offsets). Once the annual payment for a state is calculated, the further allocation of that state's payment proceed as outlined below among that state's (1) "State Fund"; (2) "Abatement Accounts Fund"/"Remediation Accounts Fund"; and (3) "Subdivision Fund."

For purposes of the top-level maximum potential allocation discussed above, an "Overall Allocation Percentage" or "State Allocation Percentage" has been calculated for each 2022 National Settlement based on the states eligible to participate in such settlements. Within each eligible state, there is a "Subdivision Allocation Percentage" or "Subdivision and Special District Allocation Percentage," set forth in Exhibit G to the respective 2022 National Settlements, which reflects the portion of a settling state's Subdivision Fund that a subdivision would receive if it becomes a participating subdivision (in the absence of a state-subdivision agreement, qualifying statute, or statutory trust; see FAQ #17 below). The aggregate "Subdivision Allocation Percentage" or "Subdivision and Special District Allocation Percentage" for each state equals 100%.

These sub-percentages for each state are based on population, adjusted for the proportionate share of the impact of the opioid epidemic using reliable, detailed, and objective national data, including: (1) the amount of opioids shipped to the state; (2) the number of opioid-related deaths that occurred in the state; and (3) the number of people who suffer opioid use disorder in the state. Adjustments were made to reflect the severity of impact insofar as the oversupply of opioids had more deleterious effects in some locales than in others. Ultimately, the model allocates settlement funds in proportion to where the opioid crisis has caused harm.

### **17. How Will Settlement Funds Be Allocated Within a State?**

Settlement proceeds will be allocated in accordance with the terms of any qualifying agreement between a state and its subdivisions, a qualifying statute, or a statutory trust. Otherwise, settlement proceeds will be allocated in accordance with default allocation terms set out in the respective 2022 National Settlements. Under these default terms, settlement proceeds will be allocated among three sub-funds for each settling state: (1) a State Fund; (2) an Abatement Accounts Fund or Remediation Accounts Fund; and (3) a Subdivision Fund.<sup>8</sup> There are several important points to observe with respect to three sub-funds:

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<sup>8</sup> Non-litigating municipalities with a population under 10,000 and special districts will not receive direct allocations from the Subdivision Fund, unless an intrastate agreement provides otherwise. Moreover, a subdivision will not necessarily directly receive settlement funds by participating because decisions on how settlement funds will be allocated within a state may be subject to intrastate agreements or state statutes.

- The settlement agreements provide default allocations among the sub-funds (15% to the State Fund, 70% to the Abatement Accounts Fund/Remediation Accounts Fund, and 15% to the Subdivision Fund<sup>9</sup>). As noted above, these defaults can be changed on a state-by-state basis through a qualifying state-subdivision agreement, qualifying statute, or statutory trust.<sup>10</sup>
- Under the default set forth in the 2022 National Settlements, at least 50% of the annual spend from the Abatement Accounts Fund/Remediation Accounts Fund must be allocated at a **regional** level for settling states above a certain population. Each settling state will have an advisory committee—with equal representation from the state and local levels—to recommend how to spend the Abatement Accounts Fund/Remediation Accounts Fund.<sup>11</sup>
- Certain large participating subdivisions also will be eligible to receive block grants from the Abatement Accounts Fund/Remediation Accounts Fund.
- A settling state also is free to direct all or a portion of its State Fund to its Abatement Accounts Fund/Remediation Accounts Fund. A participating subdivision listed in Exhibit G to the respective 2022 National Settlements also may choose to direct all or a portion of its allocation from the Subdivision Fund to the state’s Abatement Accounts Fund/Remediation Accounts Fund or to another participating subdivision.

**18. Can a Defendant Take an Offset Against a Settlement Payment?**

In each of the 2022 National Settlements, the settling Defendant is entitled to an offset for abatement/remediation payments that had been allocated to states that did not choose to participate in that settlement. In addition, Teva, Allergan, Walgreens, and CVS are entitled to dollar-for-dollar offsets for certain class resolution opt-outs, as well as payments made as a result of litigation bars, settlement class resolutions, or case-specific resolutions that are subsequently revoked, rescinded, or otherwise materially limited. Walgreens and CVS are also entitled to a dollar-for-dollar offset for certain taxes, assessments, or any other fees imposed by a settling state on Walgreens or CVS on the sale, transfer, or distribution of opioid products.

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<sup>9</sup> As a default, amounts apportioned to a state’s Subdivision Fund would be distributed to participating subdivisions in that state listed on Exhibit G to the respective 2022 National Settlement, per the Subdivision Allocation Percentage listed in Exhibit G.

<sup>10</sup> Allocation agreements/statutes have already been reached or enacted in several states.

<sup>11</sup> Spending from the Abatement Allocation Account Fund will be tracked and reported annually.



### **19. Will the Settlements Require Any Change to How the Defendants Operate Their Businesses?**

In addition to billions of dollars to be used for abatement of the effects of the opioid epidemic in communities across the nation, the proposed settlements provide for robust and meaningful injunctive relief that will require the settling Defendants to make significant changes to their business operations to address the opioid epidemic.

Teva and Allergan have agreed to strict limitations on their marketing, promotion, sale, and distribution of opioids, including a ban on: (1) promotion and lobbying; (2) rewarding or disciplining employees based on volume of opioid sales; and (3) funding or grants to third parties; and Teva and Allergan are also required to publicly disclose documents, including internal documents, related to their role in the opioid crisis. Allergan is also required to stop manufacturing and selling opioids for ten years, and Teva is required to create and maintain systems to prevent drug misuse, including suspicious order monitoring.

Walmart, CVS, and Walgreens are required to implement changes in how they handle opioids, including requirements that they: (1) maintain independent departments to oversee compliance with controlled-substance laws and the injunctive terms in the settlements; (2) ensure pharmacists exercise independent judgment in the dispensing of controlled substances; (3) create and maintain robust oversight programs, including site visits and audits, to prevent diversion; (4) monitor, report, and share data about suspicious activity related to opioid prescriptions; and (5) provide data to the states about their red-flag processes, as well as blocked and potentially problematic prescribers.

### **20. How Will Attorneys' Fees and Costs Be Addressed?**

The overarching goal of these global settlements is to dedicate funds to abate opioid-related harms. If private lawyers who represent some of the states and thousands of subdivisions were to enforce their contingency fee contracts, then a significant portion of the global settlement payments would potentially go towards legal fees to compensate efforts to prosecute the lawsuits that are being resolved as to the settling Defendants. As a result, government entities that hired outside counsel to litigate against the settling Defendants would recover proportionately less than entities that did not litigate. To protect against this imbalance, and maximize the amounts available for abatement, the negotiating State Attorneys General, the Plaintiffs' Executive Committee (PEC) Negotiation Team, and the settling Defendants agreed that the settling Defendants will pay, and the parties will set aside, separate funds to compensate attorneys' fees and costs. These funds total approximately \$2.2 billion in connection with the Teva, Allergan, Walmart, Walgreens, and CVS Settlements. See the "Other" column within [Chart B](#) in [FAQ #10](#) above for deal-specific amounts. These attorneys' fees include amounts for outside counsel representing participating states and participating subdivisions and are intended to cover both contingency and common benefit work.

**21. How will more information on the settlements be made available?**

Settlement documents, information, and updates will be posted on a public settlement website: <https://nationalopioidsettlement.com/>

The website will provide current information on an ongoing basis as the settlement implementation progresses. Some states have also set up their own websites to provide state-specific information.