



**CITY OF CRYSTAL LAKE**  
**AGENDA**  
**CITY COUNCIL**  
**REGULAR MEETING**  
City of Crystal Lake  
100 West Woodstock Street, Crystal Lake, IL  
City Council Chambers  
May 16, 2023  
7:00 p.m.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes – May 2, 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. **The Quarry Cable Park Events and Live Music Consideration**
  - b. **The Quarry Cable Park 2023 Use Fees and the Cottage on the Beach 2023 Concession Menu**
10. **City Code Amendment to Increase the Number of Class 2 Liquor Licenses – Applicant: Zhou, Inc., d/b/a Kumi Sushi, 1145 S. Illinois Route 31, Unit N**
11. **Special Event Request – Crystal Lake Brewing Company's Summer Music Fest**
12. **Special Event Request – Crystal Lake Brewing Company's Oktoberfest**
13. **457 Coventry Lane, Suite 127 True Plus LLC – Special Use Permit to allow a Massage Establishment**
14. **100 S. Main Street, Crystal Lake Main Street LLC (Willow Creek Community Church) – Special Use Permit Amendment and Variation to allow a new freestanding sign that exceeds the square footage requirement**
15. **Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and approving the purchase of Archer 1200 Anti-Vehicle Barriers and associated equipment from Meridian Rapid Defense Group**
16. **Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and authorization to enter into a contract for tree removal services with Landscape Concepts Management, Inc. in the 2020 contract - Year 3 bid costs**

- 17. Ordinance Amending Sections 11-1 and 77-2 of the Crystal Lake City Code Relating to Hiring of Firefighters and Amended Rules and Regulations of the Board of Fire and Police Commissioners**
- 18. Council Inquiries and Requests**
- 19. Adjourn to Executive Session for the purpose of discussing matters of pending and probable litigation, the sale, purchase or lease of real property, collective bargaining and personnel**
- 20. Reconvene to Regular Session**
- 21. Adjourn**

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



**Agenda Item No: 9a**

**City Council  
Agenda Supplement**

**Meeting Date:** May 16, 2023

**Item:** The Quarry Cable Park Events and Live Music Consideration

**Staff Recommendation:**

1. Motion to approve live outdoor music on all Friday and Saturday nights through October 1 in 2023, pursuant to the conditions recommended in this agenda supplement; and,
2. Motion to approve the Special Event application from the Quarry Cable Park for use of the Three Oaks Recreation Area for the Oktoberfest event on Friday and Saturday, September 15 and 16; a Halloween event on Saturday, October 28; and the Merry Market event on Friday and Saturday, November 3 and 4.

**Staff Contact:** Nick Hammonds, Assistant to the City Manager

**Background:**

The Quarry Cable Park has requested a Special Event permit to host events at their location at the Three Oaks Recreation Area. Pursuant to section 5.08 (l) of the Concessionaire and Property Use Agreement, the Quarry Cable Park shall receive Special Event approval for all events involving “tournaments, special advertising displays, live bands, special promotions, outside vendors, night use, and/or large groups of people that could exceed the available parking space. The review of these events will be reviewed on a case-by-case basis.” The following special events are proposed in 2023.

Event	Date	New / Recurring
Oktoberfest	Friday and Saturday, Sept. 16 and 17	Recurring
Halloween Event	Saturday, October 29	New
Merry Market	Friday and Saturday, Dec. 5 and 6	Recurring

All events and all related activities will be contained in the designated premises outlined in the Property Use Agreement. The Police Department, Fire Rescue Department, Public Works Department, and Three Oaks Recreation Area staff have reviewed and approved the following events proposed by the Quarry Cable Park.

**Friday, September 15 and Saturday, September 16, 2023: Oktoberfest**

This event is proposed for Friday, September 15 from 6:00 p.m. to 9:00 p.m. and on Saturday, September 16 from 12:00 p.m. to 3:00 p.m. This event will include Oktoberfest themed food and drinks, as well as live music. Previous event attendance in 2022 was 300 to 400 people. The Quarry Cable Park will coordinate with the Fire Rescue Department to establish occupancy load for the event.

### Saturday, October 28, 2023: Halloween Event

This proposed event is to be held on Saturday, October 28 in celebration of Halloween. Outdoor music may be a feature of the event, weather dependent. Staff does not anticipate parking to be an issue because the beach will not be open at the time of the event.

### Friday, November 3, and Saturday, November 4, 2023: Merry Market

This event is proposed for Friday, November 3, and Saturday, November 4, 2023. Previous event attendance was 130 people. This event will be similar to the events held in December 2018, 2019, 2021, and 2022, featuring artists with hand-crafted holiday gifts and accessories.

### **Live Music**

Live music has been conducted in the past with no issues. A current schedule of live music events is attached; however, this is not an exhaustive list. The petitioner is requesting approval for live music events throughout the year on Friday and Saturday nights through October 1, 2023. The list includes live music on Sunday nights preceding the Memorial Day and Labor Day holidays.

### **Staff Conditions for All Events**

City staff from the Fire Rescue and Police Departments have reviewed the request and do not have any concerns regarding the events, provided that the following conditions are met:

1. The Quarry Cable Park & Grille shall coordinate with the Crystal Lake Fire Rescue and Police Departments, and Three Oaks Recreation Area staff regarding assistance during each event, including coordinating with the Fire Rescue Department regarding occupancy limits.
2. Provide a layout for each event showing the locations of the various event activities.
3. Provide and maintain emergency access (boat launch) to the North Lake for rescue purposes during the entire event.
4. Provide 20-foot access lane(s) for emergency vehicles to gain access to the building, Fire Department Connection, and the event site.
5. Fire hydrants located on or near the property must remain unobstructed and “No Parking” signs posted.
6. Provide a site plan at least 30 days prior to the event for any tents/canopies, if used, to ensure compliance.
7. Any barricades used to restrict traffic or pedestrians must be easily moveable or manned by event staff should an emergency occur during the event hours.
8. Provide adequate lighting for participants during night hours.
9. If a standby ambulance is being requested, contact the Fire Department at least 30 days prior to the event to discuss scheduling and associated fees.
10. All debris created by the event shall be cleaned up during and after the event.
11. Petitioner must adhere to the required City insurance provisions.
12. In the case of inclement weather, alternate dates can be approved by the City Manager.

The applicants have been made aware of these recommended conditions. The application materials and current band schedule have been attached for reference.

## **Votes Required to Pass:**

Simple majority vote of the City Council.

## **Band Schedule - 2023 Tentative Band Line-up**

Friday, May 26: Mark Domanico (7-10pm)  
Saturday, May 27: Blue Shield Band (7-10pm)  
Sunday, May 28: Mackenzie O'Brien (7-10pm)  
Friday, June 2: Dollar Giraffes (7-10pm)  
Saturday, June 3: Irish Goodbye (7-10pm)  
Friday, June 9: Pino Farino Band (7-10pm)  
Saturday, June 10: DJ Teknik (Nick Yinger) (7-10pm)  
Friday, June 16: Kraig Kenning (7-10pm)  
Saturday, June 17: Hi-Fi Unplugged (7-10pm)  
Sunday, June 18: Wait, What? (11am-2pm),  
Sunday, June 18: Blue Shield Band (4-7pm)  
Friday, June 23: TBD (7-10pm)  
Saturday, June 24: DJ Nick (7-10pm)  
Friday, June 30: GENR8R(7-10pm)  
Saturday, July 1: Gritman & Moran Duo (7-10pm)  
Friday, July 7: TBD (7-10pm)  
Saturday, July 8: DJ Teknik (7-10pm)  
Friday, July 14: 28 Days (7-10pm)  
Saturday, July 15: Dangerous Joes (7-10pm)  
Friday, July 21: Pino Farino Band (7-10pm)  
Saturday, July 22: Jimmy Marquis (7-10pm)  
Friday, July 28: BIG BAND (7-10pm)  
Saturday, July 29: DJ Teknik (7-10pm)  
Friday, August 4: Blue Shield Band (7-10pm)  
Saturday, August 5: Semple (7-10pm)  
Friday, August 11: Mackenzie O'Brien (7-10pm)  
Saturday, August 12: GENR8R (7-10pm)  
Friday, August 18: Irish Goodbye (7-10pm)  
Saturday, August 19: DJ Teknik (7-10pm)  
Friday, August 25: Mark Delmonico (7-10pm)  
Saturday, August 26: Jimmy Marquis (7-10pm)  
Friday, September 1: Dangerous Joes (7-10pm)  
Saturday, September 2: DJ Nick (7-10pm)  
Sunday, September 3: TBD (7-10pm)  
Friday, September 15: TBD (Oktoberfest 6-9 pm)  
Saturday, September 16: TBD (Oktoberfest 12-3 pm)  
Mid-October: Last Bash, TBD



Date	Time	Band	Entry Fee
<b>January</b>			
January 27   Speakeasy	7pm-10pm	Michael Herndon	\$5
January 28   Speakeasy	7pm-10pm	Michael Herndon	\$5
<b>February</b>			
February 3   Speakeasy	7pm-10pm	Michael Herndon	\$5
February 4   Speakeasy	7pm-10pm	Michael Herndon	\$5
February 10   Galentine's	7pm-10pm	DJ Teknik (Nick Yinger)	\$5
February 11   Galentine's	7pm-10pm	DJ Teknik (Nick Yinger)	\$5
<b>March</b>			
March 11   St. Patrick's Day	2pm-5pm	Patricia Gaughan + LJ Slavin	\$5
March 17   St. Patrick's Day	6pm-9pm	Patricia Gaughan + Nancy	\$5
<b>April</b>			
April 28   Spring Market	4pm-10pm	n/a	\$2
April 29   Spring Market	11am-5pm	n/a	\$2
<b>May</b>			
May 26   MDW Opening	7pm-10pm	Mark Delmonico	n/a
May 27   MDW Opening	7pm-10pm	Blue Shield Band	n/a
May 28   MDW Opening	7pm-10pm	Mackenzie O'Brien Band	n/a
<b>June</b>			
June 2	7pm-10pm	Dollar Girraffes	n/a
June 3	7pm-10pm	Irish Goodbye	n/a
June 9	7pm-10pm	Pino Farino Band	\$10
June 10   Glow Party	7pm-10pm	Dj Teknik (Nick Yinger)	n/a
June 16	7pm-10pm	Kraig Kenning	n/a
June 17	7pm-10pm	Hi Fi Unplugged	n/a
June 18   Father's Day	11am-2pm	Wait, What?	n/a
June 18   Father's Day	4pm-7pm	Blue Shield Band	n/a
June 23	7pm-10pm	TBD	n/a
June 24	7pm-10pm	DJ Nick	n/a
June 30	7pm-10pm	GENR8R	n/a
<b>July</b>			
July 1	7pm-10pm	Gritman & Moran Duo	
July 7	7pm-10pm	TBD	
July 8   Sundowner	7pm-10pm	DJ Teknik (Nick Yinger)	
July 14	7pm-10pm	28 Days	
July 15	7pm-10pm	Dangerous Joes	
July 21	7pm-10pm	Pino Farino Band	\$10 Cover
July 22	7pm-10pm	Jimmy Marquis	
July 28   Country Night	7pm-10pm	BIG BAND	\$10 Cover
July 29   Country Night	7pm-10pm	DJ Teknik (ALL COUNTRY)	\$5 Cover
<b>August</b>			
August 4   Intl. Beer Day	7pm-10pm	Blue Shield Band	n/a

August 5	7pm-10pm	Seemple	\$10 Cover
August 11	7pm-10pm	Mackenzie O'Brien	\$5 Cover
August 12	7pm-10pm	GENR8R	n/a
August 18	7pm-10pm	Irish Goodbye	n/a
August 19   Sundowner	7pm-10pm	DJ Teknik (Nick Yinger)	n/a
August 25	7pm-10pm	Mark Delmonico	n/a
August 26	7pm-10pm	Jimmy Marquis	n/a
<b>September</b>			
September 1	7pm-10pm	Dangerous Joes	n/a
September 2	7pm-10pm	DJ Nick	n/a
September 3	7pm-10pm	TBD	n/a
September 15   Oktoberfest		TBD	\$5 Entry Fee
September 16   Oktoberfest		TBD	\$5 Entry Fee
<b>October</b>			
Mid-October (Last Bash)	TBD	TBD	TBD
October 28 (Halloween Party)	TBD	TBD	TBD
<b>November</b>			
November 3   Merry Market	*No Music*	n/a	\$2 Entry Fee
November 4   Merry Market	*No Music*	n/a	\$2 Entry Fee
<b>December</b>			
Santa Brunch		TBD	



**Agenda Item No: 9b**

**City Council  
Agenda Supplement**

**Meeting Date:** May 16, 2023

**Item:** The Quarry Cable Park 2023 Use Fees and the Cottage on the Beach 2023 Concession Menu

**Staff Recommendation:**

1. Motion to adopt a Resolution approving the 2023 Use Fees per section 5.02 of the property use agreement between Quarry Cable Park, LLC and the City of Crystal Lake, and;
2. Motion to adopt a Resolution approving the 2023 Concession Menu per section 9(a) of the Concessionaire Lease Agreement between the Cottage on the Beach and the City of Crystal Lake.

**Staff Contact:** Nick Hammonds, Assistant City Manager

**The Quarry Cable Park 2023 Pricing:**

Per section 5.02 of the City’s Property Use Agreement with Quarry Cable Park, LLC, the concessionaire must submit their proposed fees for the use of the facility by members of the public. The 2022 fees and the proposed 2023 fees are depicted in the below table. The proposed fees are in compliance with the terms of the property use agreement.

The Quarry Cable Park Use Fees / Rates				
		2022	2023	
RATES	2hr	\$50	\$50	
	All day	\$70	\$70	
RENTAL	Helmet	\$8	\$8	
	Life Vest	\$10	\$10	
	Standard Board	\$20	\$20	
	Demo Board	\$40	\$40	
MULTI-RIDE	5 pk (2-Hour)	\$225	\$225	Save \$25
	5 pk (All-Day)	\$300	\$300	Save \$50
	10 pk (2-Hour)	\$450	\$450	Save \$50
	10 pk (All-Day)	\$625	\$625	Save \$75
SEASON	Q Pass Unlimited	\$850	\$850	
	Parking	Additional	Additional	

Section 5.02 of the property use agreement states that “the Use Fees shall be based upon the prevailing market rate for similar facilities.” It also states that the City’s approval of the use fees cannot be unreasonably withheld. The Quarry Cable Park is proposing to keep their 2023 pricing the same as last year. Based on a sampling of several similar cable parks, it is the determination of City Staff that



the 2023 Quarry Cable Park fees at the Three Oaks Recreation Area are in line with the prevailing market at other cable park facilities.

<b>Sample of Cable Park Pricing</b>	<u>2 hour pass</u>	<u>4 hour pass</u>	<u>All Day</u>
<i>Action Wake Park, MI</i>	\$40	\$50	\$60
<i>Hydrous Cable Park, Allen, TX</i>	\$50	\$100	NA
<i>Wake Nation, Fairfield, OH</i>	-	-	\$54
<i>The Quarry Cable Park, Crystal Lake, IL</i>	\$50	-	\$70

**The Cottage on the Beach 2023 Menu:**

Per section 9(a) of the Concessionaire Lease Agreement with the Cottage on the Beach, the concessionaire (the Cottage on the Beach) must submit their proposed menu, including a description and price for each food item, 30 days prior to the concessions opening date. The 2023 proposed menu and pricing are depicted in the below tables. The proposed menu is in compliance with the Concessionaire Lease Agreement. Higher costs for beef and the Illinois minimum wage increase have factored into the increased 2023 menu prices.

<b>The Cottage on the Beach Proposed Menu</b>				
	2022	2023	2023	2023
Menu Item	Single Item	Single Item	Small Combo (Fries and Drink)	Large Combo (Fries and Drink)
Quarter Pound Hamburger	\$7.00	\$7.00	\$11.00	\$12.00
Quarter Pound Cheeseburger	\$8.00	\$8.00	\$12.00	\$12.00
Grilled Chicken Sandwich	\$7.00	\$8.00	\$12.00	\$13.00
Hot Dog	\$4.00	\$4.00	\$8.00	\$9.00
Chicken Tenders (3)	\$5.00	\$7.00	\$10.00	\$11.00
Fries	\$4.00	\$4.00		
Cheese Fries	\$5.00	\$5.00		
Pretzel Bites with Cheese	\$6.00	\$6.00		
Nachos with Cheese	\$5.00	\$5.00		
Chips	\$1.00	\$1.00		
Sundae	\$6.00	\$4.00		
Cookie Sandwiches	\$5.00	\$5.00		
Packaged Ice Cream	\$5.00	\$5.00		
Single Scoop Cone	\$3.00	\$4.00		
Double Scoop Cone	\$4.00	\$5.50		
Rootbeer Float	\$4.00	\$5.00		
Sherbet Tubes	\$4.00	\$4.00		
Ice Pops	\$2.00	\$1.25		
16 oz Fountain Drink	\$2.50	\$3.00		
22 oz Fountain Drink	\$3.50	\$4.00		
Island Oasis Smoothies	\$5.00	\$6.00		
Juice Box	\$2.00	\$3.00		
Milk	\$2.00	\$3.00		

**Votes Required to Pass:**

Simple majority vote of the City Council.



**RESOLUTION**

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that per section 5.02 of the Property Use Agreement between the City of Crystal Lake and Quarry Cable Park, LLC, the City approves the 2023 Use Fees/Rates for the use of the Facilities by members of the public, and that per section 9(a) of the Concessionaire Lease Agreement between the City of Crystal Lake and the Cottage on the Beach, the City approves the 2023 Concession Menu.

The approved Use Fees are depicted in the below table.

The Quarry Cable Park Use Fees / Rates				
		2022	2023	
RATES	2hr	\$50	\$50	
	All day	\$70	\$70	
RENTAL	Helmet	\$8	\$8	
	Jacket	\$10	\$10	
	Standard Board	\$20	\$20	
	Demo Board	\$40	\$40	
MULTI-RIDE	5 pk (2-Hour)	\$225	\$225	Save \$25
	5 pk (All-Day)	\$300	\$300	Save \$50
	10 pk (2-Hour)	\$450	\$450	Save \$50
	10 pk (All-Day)	\$625	\$625	Save \$75
SEASON	Q Pass Unlimited	\$850	\$850	
	Parking	Additional	Additional	

The approved Concession Menu is depicted in the below table.

The Cottage on the Beach Proposed Menu				
	2022	2023	2023	2023
Menu Item	Single Item	Single Item	Small Combo (Fries and Drink)	Large Combo (Fries and Drink)
Quarter Pound Hamburger	\$7.00	\$7.00	\$11.00	\$12.00
Quarter Pound Cheeseburger	\$8.00	\$8.00	\$12.00	\$12.00
Grilled Chicken Sandwich	\$7.00	\$8.00	\$12.00	\$13.00
Hot Dog	\$4.00	\$4.00	\$8.00	\$9.00
Chicken Tenders (3)	\$5.00	\$7.00	\$10.00	\$11.00
Fries	\$4.00	\$4.00		
Cheese Fries	\$5.00	\$5.00		
Pretzel Bites with Cheese	\$6.00	\$6.00		
Nachos with Cheese	\$5.00	\$5.00		

Chips	\$1.00	<i>\$1.00</i>		
Sundae	\$6.00	<i>\$4.00</i>		
Cookie Sandwiches	\$5.00	<i>\$5.00</i>		
Packaged Ice Cream	\$5.00	<i>\$5.00</i>		
Single Scoop Cone	\$3.00	<i>\$4.00</i>		
Double Scoop Cone	\$4.00	<i>\$5.50</i>		
Rootbeer Float	\$4.00	<i>\$5.00</i>		
Sherbet Tubes	\$4.00	<i>\$4.00</i>		
Ice Pops	\$2.00	<i>\$1.25</i>		
21 oz Fountain Drink	\$2.50	<i>\$3.00</i>		
32 oz Fountain Drink	\$3.50	<i>\$4.00</i>		
Island Oasis Smoothies	\$5.00	<i>\$6.00</i>		
Juice Box	\$2.00	<i>\$3.00</i>		
Milk	\$2.00	<i>\$3.00</i>		

DATED this 16<sup>th</sup> day of May, 2023.

CITY OF CRYSTAL LAKE, an  
Illinois municipal corporation,

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

SEAL

ATTEST

\_\_\_\_\_  
CITY CLERK

PASSED: May 16, 2023

APPROVED: May 16, 2023



# A Gathering Place!



## Fresh Burgers, Sandwiches, Snacks

	<b>Combo (Fries &amp; Soda)</b>	<b>Large</b>
<b>Hamburger (QTR Pounder)</b>	<b>\$7</b>	<b>\$11</b>
<b>Cheeseburger (QTR Pounder)</b>	<b>\$8</b>	<b>\$12</b>
<b>Grilled Chicken Sandwich</b>	<b>\$8</b>	<b>\$12</b>
<b>Hot Dog</b>	<b>\$4</b>	<b>\$8</b>
<b>Chicken Tenders (3)</b>	<b>\$7</b>	<b>\$10</b>
<b>Basket Of Fries</b>	<b>\$4</b>	<b>\$11</b>
<b>Cheese Fries</b>	<b>\$5</b>	<b>\$12</b>
<b>Nachos n' Cheese</b>	<b>\$5</b>	<b>\$13</b>
<b>Pretzel Bites</b>	<b>\$6</b>	<b>\$9</b>
<b>Sherbet Tubes</b>	<b>\$3</b>	<b>\$9</b>
<b>Sodas</b>	<b>\$3 (16oz)</b>	<b>\$4 (22oz)</b>
<b>Juice Boxes</b>	<b>\$3</b>	<b>\$4</b>
<b>Choc Milk</b>	<b>\$3</b>	<b>\$4</b>
<b>Water Bottle</b>	<b>\$2</b>	<b>\$3</b>
<b>Island Oasis Smoothies</b>	<b>\$6</b>	<b>\$7</b>
<b>Candy Bars</b>	<b>\$1.25</b>	<b>\$1.50</b>
<b>Ice Pops</b>	<b>\$1.25</b>	<b>\$1.50</b>





# Ice Cream & Smoothies

**Build Your Own Single Scoop Sundae.....\$4**

**Add Toppings... 50c each, Strawberries,**

**Hot Fudge, Chopped Nuts,**

**Cookie Dough**



**PACKAGED ICE CREAM \$5**

**Rootbeer Float \$5**

**Sherbet Tubes.....\$4**

**Vanilla or Chocolate Single Scoop**

**Cone or Cup.... \$3.50 Double.... \$5.50**

**ISLAND OASIS SMOOTHIES \$6**





(<https://thequarrycablepark.com/>)



2023 F  
DAY | MULT

## QUARRY CABLE PASSES

### Day Passes

#### EQUIPMENT NOT INCLUDED

2 Hour Pass | \$50

All Day Pass | \$70

**Weekend Policy:** The Quarry will only sell 2 hour passes on the Beginner 2.0 Cable System. Equipment Rental is also only available for 2 hours.

**Gift Cards are available in the Quarry Pro-Shop.**

**SEASON PASS | \$850**

**The season will run from Memorial Weekend through Labor Day Weekend!**

#### MULTI-RIDE 2-HOUR PASSES

Five 2-Hour Passes | \$225 – Save \$25

Ten 2-Hour Passes | \$450 – Save \$50

Five All-Day Passes | \$300 – Save \$50

Ten All-Day Passes | \$625 – Save \$75

## RENTALS

Equipment provided by Liquid Force.

**Helmet | \$8**

**U.S. Coast Guard Approved Vest | \$10**

**Standard Board | \$20**

**Demo Wakeskate | \$20**

**Demo Board | \$40**



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(<http://www.unit-parktech.com/>)



(<http://www.liquidforce.com/>)



<https://www.facebook.com/shredthequarry/>

(<https://www.instagram.com/shredthequarry/>)



**Agenda Item No: 10**

**City Council  
Agenda Supplement**

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**Meeting Date:**

May 16, 2023

**Item:**

City Code Amendment to Increase the Number of Class 2 Liquor Licenses – Applicant: Zhou Inc., d/b/a Kumi Sushi, 1145 S. Illinois Route 31, Unit N.

**Staff Recommendation:**

Motion to adopt an Ordinance increasing the number of Class 2 liquor licenses from the currently permitted 2 licenses to 3 licenses, in order to allow for the issuance of a new Class 2 liquor license to Zhou Inc., d/b/a Kumi Sushi, located at 1145 S. Illinois Route 31, Unit N.

**Staff Contact:**

Nick Hammonds, City Manager  
Melanie Nebel, Executive Assistant

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**Background:**

Zhou Inc. is the new owner of Kumi Sushi, located 1145 S. Illinois Route 31, Unit N. Since the current license was issued to the former owner, the liquor license will be surrendered and the number of Class 2 liquor licenses will be reduced automatically from 3 to 2.

Licenses are non-transferable, thus Zhou Inc. is requesting the City Council approve an increase in the number of Class 2 licenses to allow for the continuous operation of the business at Kumi Sushi, located at 1145 S. Illinois Route 31, Unit N. No other changes are being made to the license.

Per the City Code, a Class 2 Liquor License authorizes the retail sale, of alcoholic liquor, for consumption, on the premises between the hours of 11:00 a.m. and 1:00 a.m. Monday, Tuesday, Wednesday, Thursday; 11:00 a.m. and 2:00 a.m. Friday and Saturday; and noon on Sunday and 1:00 a.m. on Monday. A Class A type restaurant may be located on the premises. The annual fee for such license shall be the sum of \$1,150.

The applicant has submitted all of the necessary paperwork. Results of a background check are pending.

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

- Successful Completion of Background Check



- Payment of Prorated License Fee

The following establishments currently hold Class 2 Liquor Licenses.

<u>Name</u>	<u>Address</u>	<u>Zoning</u>
Jameson's Charhouse	5016 Northwest Highway	"B-2 PUD"
Krystal Thai	230 W. Virginia Street (Country Corners)	"B-2 PUD"

The attached ordinance approves an increase in the number of Class 2 liquor licenses in order to allow the owner of Kumi Sushi to continue to operate under a new license. This ordinance is expressly made subject to the voluntary surrender of the existing liquor license by the current license holder.

**Votes Required to Pass:**

Simple majority



**The City of Crystal Lake**

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

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

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

1. Class 2 License shall be increased from 2 to 3.

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

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

DATED at Crystal Lake, Illinois, this 16th day of May 2023.

City of Crystal Lake, an  
Illinois municipal corporation

\_\_\_\_\_  
Haig Haleblian, MAYOR

SEAL

ATTEST

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

PASSED: May 16, 2023  
APPROVED: May 16, 2023

## ► What is IMPACT?

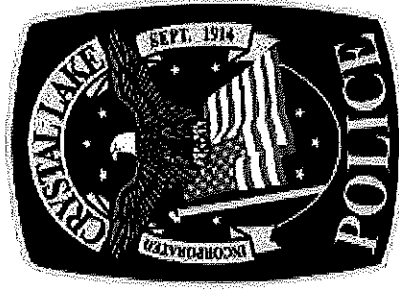
- The IMPACT program is an innovative measure to assist in the reduction of underage consumption of alcohol.
- The IMPACT program establishes a partnership between businesses and the Crystal Lake Police Department to initiate internal compliance checks.
- The checks are sponsored by the business owner, after their application is approved through the city and the Chief of Police or designee.
- The Internal Compliance Assessment will be conducted by third party impartial participants through a relationship with McHenry County College.

## ► Codes & Regulations

- It is unlawful to sell or offer for sale at retail in the City of Crystal Lake any alcoholic liquor unless the person selling or offering for sale has a valid current liquor license. (City Code Section 329-3)
- Contributing to the delinquency of a minor is a class A misdemeanor. A person commits contributing to the delinquency of a minor when he or she knowingly: (1) causes, aids, or encourages a minor to be or to become a delinquent minor; or (2) does acts which directly tend to render any minor so delinquent. (ILCS)

## Mission Statement

Together reaching out to businesses of the City of Crystal Lake to help in the reduction of underage consumption of alcohol.



  
McHenry  
County College

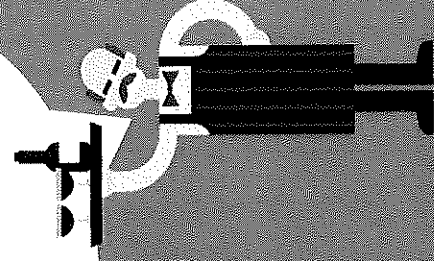
For additional information contact:

Crystal Lake Police Department  
100 W. Woodstock Street  
Crystal Lake, IL 60014  
(815) 356-3620  
[www.crystallake.org](http://www.crystallake.org)

# IMPACT

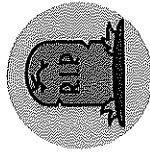
Internal Measures to  
Prevent Alcohol  
Consumption in Teens  
Program

I.D. please!



## ► Make a Positive Difference

Understand how underage drinking impacts a person under 21 years old.



Approximately **5,000** people under the age of 21 die from alcohol-related activity every year.

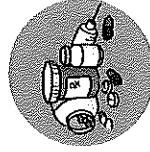


Underage drinking can lead to **alcohol use disorders**, leaving individuals dependent on alcohol.

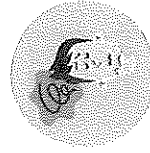
Research has shown that a young person's brain does not fully develop until their mid-20s. **Alcohol can alter brain development** affecting both brain structure and function causing cognitive and learning problems.



Alcohol can be **linked to other harmful behaviors**, like smoking tobacco or the use of cannabis or other dangerous drugs.



Underage drinking can lead to **poor decisions** regarding risky behavior, including drinking and driving, unwanted sexual activity, and aggressive or violent behavior.



## ► Why Join IMPACT?

Businesses that participate in IMPACT reduce the chances of an employee selling alcohol to a person under the age of 21. Penalties your business may face, if observed serving to underage persons:

### Revocation or Suspension of Liquor License:

The Liquor Control Commissioner of the City of Crystal Lake may revoke or suspend any license at any time if the commissioner determines that the licensee has violated any provisions.

### Fines:



First offense can result in a fine of not more than \$1,000 in addition to any other penalty imposed by the Liquor Control Commissioner.



Second offense within five years of previous conviction can result in a fine of not more than \$1,500 in addition to any other penalty imposed by the Liquor Control Commissioner.



Any subsequent conviction of the licensee during the five-year period may face a fine of up to \$2,500 in addition to any other penalty imposed by the Liquor Control Commissioner.

## ► How to Join

- The application fee for IMPACT is \$100. You can find the application at the City of Crystal Lake website. The application should be filled out and then turned into the Police Department.
- Upon receipt, you as a business owner or manager will have 60 days to have a staff meeting to train your staff on how to properly check identification before selling alcoholic beverages.
- The compliance check will be performed without any prior knowledge and you will be notified only after the compliance check has been completed.

Dear Mayor and City Council:

We are from Kumisushi(1145 s illinois rte 31 N Crystal lake,IL 60014).In order to give guests more comprehensive service,and create restaurant income.Our restaurant going to apply for a liquor license,please approve.

Kumisushi  
Owner:GAOXIANG ZHOU

LL23-000004  
Liquor License

Applicant Name	GAOXIANG ZHOU
Applicant Email	kumisushi2022@gmail.com
Applicant Address	
Applicant Company Name	KUMI SUSHI
Applicant Company Address	1145 S IL Route 31 suite N Crystal lake IL 60014
Applicant Home Phone	
Applicant Cell Phone	
Applicant Work Phone	
Application Type	New
License Classification	Class 02
Do you have a Class 28 Supplemental Liquor License	No
Legal Name	ZHOU INC
DBA	kumisushi
Phone Number	
Contact Person Name	GAOXIANG ZHOU
Contact Person Email	kumisushi2022@gmail.com
Contact Person Address	
Contact Person Company Name	KUMI SUSHI
Contact Person Company Address	1145 S IL Route 31 suite N Crystal lake IL 60014
Contact Person Home Phone	
Contact Person Cell Phone	
Contact Person Work Phone	
Manager Name	GAOXIANG ZHOU
Manager Email	kumisushi2022@gmail.com
Manager Address	
Manager Company Name	KUMI SUSHI
Manager Company Address	1145 S IL Route 31 suite N Crystal lake IL 60014
Manager Home Phone	
Manager Cell Phone	
Manager Work Phone	
Manager Status	Current Manager
Citizenship	Yes

Officer Full Name and Title	GAOXIANG ZHOU
Home Address	290 WRIGHT DR LAKE IN THE HILLS IL 60156
Does this officer have a middle initial?	1
Date of Birth	06/20/1990
Phone Number	[REDACTED]
Email	KUMISUSHI2022@GMAIL.COM
Officer Full Name and Title	JING LIANG
Citizenship	No
Does this officer have a middle initial?	1
Home Address	290 WRIGHT DR LAKE IN THE HILLS IL60156
Date of Birth	02/06/1988
Phone Number	[REDACTED]
Email	[REDACTED]
Does this officer have a middle initial?	0
Is this for a new construction?	Yes
Own or Lease	Lease
Name of Lessor	Central Park SPE .LLC
Address of Lessor	18881 von karman ave suite 800 Irvine CA 92612
Period Covered by Lease	4 years
Has applicant made application for a similar license for premises other than described in this application?	Yes
Has a previous license by any state or subdivision, or the federal government been revoked?	No
Has applicant (including any partners, directors, or officers), ever been convicted of a felony under any Federal or State law and would be disqualified to receive a license by reason of any matter or	No
Does the applicant agree not to allow gambling devices or gambling on the premises? (Except for those license holders that hold a	Yes

supplemental Class 28 Liquor License)

The applicant will not violate any of the laws of the State of Illinois, of the United States, or any ordinance of the City in the conduct of his place of business. Yes

The applicant authorizes the establishment manager to accept all notices, including notices of violations or notices of hearings, on applicant's behalf. 1

Each licensee at all times have available for inspection by the City on the licensed premises, a copy of the current certification of completion of BASSET training, issued by a BASSET training provide 1

No licensee, manager of other employee of an establishment covered under the provisions of this chapter shall serve, vend or check identification unless such a licensee, manager or other employee poss 1

Employees hired by licensed establishments will obtain BASSET certification issued by a BASSET training provider, licensed by the Illinois Liquor Control Commission, within 90 days of their employment 1

Applicant lives (select one) in Crystal Lake

Liquor Liability Insurance Expiration 05/05/2024

Is your Surety Bond Continuous? Yes

Check this box to confirm above statement 1

Payment Type Full Amount

- Attach Lease Agreement: [Kumi Sushi - 4th Amendment.pdf](#)
- Certificate of Occupancy with the City of Crystal Lake: [image0 \(13\).jpeg](#)
- If not a Citizen, please submit Proof of legal US Residency: [image0 \(11\).jpeg](#)
- Letter to the Mayor and City Council requesting approval of the issuance of a Liquor License to applicant:



[Dear Mayor and City Council.docx](#)

Owner / Registered Agent Signature: [signature.png](#)

Proof of Liquor Liability Insurance: [zHOU iNC coi.pdf](#)

Surety Bond (\$1000 payable to City of Crystal Lake): [ZHOU iNC bOND \(3\) \(1\).pdf](#)

Upload Certificate of Occupancy Click Here for form: [Emergency Contact Keyholder \(3\).pdf](#)

Upload Criminal History Background Check Click Here for form: [image0 \(12\) \(1\).jpeg](#)

Upload Certificate of Occupancy Click Here for form: [image0 \(13\).jpeg](#)

Upload signed affidavit Click Here for form: [Liquor License Affidavit Fillable.pdf](#)

AFFIDAVIT

STATE OF IL )  
COUNTY OF McHenry ) SS

I (we) swear that I (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 my (our) knowledge and belief.

(Affidavit must be signed in front of a notary public.)

Please sign below:

GAO XIANG ZHOU President  
Printed Full Name Title

Gao Xiang Zhou 05/09/2023  
Applicant Signature Date

\_\_\_\_\_  
Printed Full Name Title

\_\_\_\_\_  
Applicant Signature Date

Subscribed and sworn to before me this  
9<sup>th</sup> day of May, 2023.

[Signature]  
Notary Public

My commission expires: April 18, 2025

(SEAL)



#### FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (this "**Amendment**") is made and entered into effective as of 3/24/2023 | 11:38:17 AM PDT; (**Effective Date**) by and between by and between CENTRAL PARK SPE, LLC, a Delaware limited liability company, as to an undivided 96.4411% tenant in common interest, and Central Park BA White, LLC, a Delaware limited liability company, as to an undivided 3.5589% tenant in common interest ("**Landlord**") and GAO XIANG ZHOU, an individual and HUAI guo WU, an individual, dba Kumi Sushi ("**Tenant**").

#### RECITALS

A. Landlord and Tenant are parties to that certain Commercial Lease dated March 16, 2012, as (i) amended by (i) that certain First Amendment dated August 27, 2012, (ii) that certain Second Amendment dated May 16, 2019, (iii) that certain 3rd Lease Amendment and Assignment dated November 1, 2019 and (iv) that certain Third Amendment dated August 3, 2020 and (together, the "**Lease**") for the approximately 3,294 rentable square feet of premises located at 1145 S. Route 31, Units M & N, Crystal Lake, IL 60012 (the "**Premises**"). The current lease it set to expire on October 31, 2027.

B. The obligations under the Lease are personally guaranteed by WEI SHENG NI, an individual ("**Existing Guarantor**") pursuant to a guaranty dated as March 16, 2012 ("**Existing Guaranty**").

C. Landlord and Tenant wish to modify the Lease as hereinafter provided.

#### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Landlord and Tenant hereby amend the Lease as follows:

1. **Recitals and Definitions.** All capitalized terms not otherwise defined in this Amendment shall have the meanings set forth in the Lease. The defined term "Lease" shall include this Amendment. The parties acknowledge the Recitals above are true and correct and are incorporated herein in their entirety by reference.

2. **Tenant.** As of the Effective Date and upon full execution of this Amendment by all parties, HUAI guo WU, an individual shall be released from obligations first arising under the Lease from and after the Effective Date.

3. **New Guaranty.** Concurrent with the execution of this Amendment, and as a condition hereof, Tenant shall deliver to Landlord the fully executed Guaranty of Lease in the form of Exhibit A attached hereto ("**New Guaranty**") from LIANG JING, an individual and HU ZHANG, an individual (collectively, "**New Guarantor**")


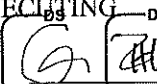
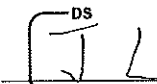
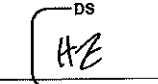
4. **Fee.** Concurrent with the execution of this Amendment, and as a condition hereof, Tenant shall pay to Landlord the required review fee of One Thousand Five Hundred and No/100 Dollars (\$1,500.00).

5. **Release.** Tenant on behalf of itself and its owners, officers, directors, employees and agents (each, a "**Tenant Party**") hereby releases and forever discharges Landlord, Sperry Equities, LLC, Sperry Commercial, Inc. and their respective officers, directors, employees, owner representatives, members, managers, property managers and agents (each a "**Landlord Party**") from any and all claims, damages, demands, causes of action and liabilities of any kind which Tenant or any Tenant Party has up through the date hereof and arising out of the Lease, the Premises and/or any COVID -19 issues or exposure.

6. **Successors; Conflicts; Counterparts.** This Amendment shall be binding on and shall inure to the benefit of the parties, their successors and assigns. In the event of any express conflict or inconsistency between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control and govern. All other terms, covenants and conditions of the Lease are hereby ratified, reaffirmed and republished in their entirety and shall remain in full force and effect. This Amendment may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument.

6. **Entire Agreement; Severability.** This Amendment and the original Lease constitutes the entire agreement between Landlord and Tenant as the subject matter hereof. In the event that any term or provision of this Amendment shall become or be held to be illegal, null or void, or against public policy, for any reason, the remaining portions of this Amendment shall not be affected and shall remain in force and effect. This Amendment shall be governed in accordance with the laws of the State of Illinois.

7. **ELECTRONIC SIGNATURES.** THIS AMENDMENT MAY BE EXECUTED THROUGH AN "ELECTRONIC SIGNATURE", INCLUDING WITHOUT LIMITATION AN ELECTRONIC SIGNATURE PRODUCED THROUGH AN ONLINE DIGITAL SIGNATURE SERVICE, SUCH A "DOCUSIGN". ANY EXECUTION OF THIS AMENDMENT BY AN ELECTRONIC SIGNATURE SHALL BE VALID, EFFECTIVE AND BINDING UPON THE PARTY EXECUTING

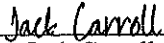
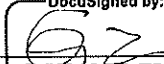
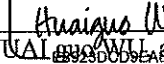
Initials:				
	Landlord	Tenant	Guarantor	Guarantor

8. **Prior Options Deleted.** All Tenant termination, extension and/or renewal options set forth in the Lease (if any) are hereby deleted in their entirety.

9. **Confidentiality.** Except (a) in connection with any lawsuit arising under this Lease, (b) pursuant to any valid subpoena or court order, (c) for Tenant's counsel, advisors and lenders, or (d) as otherwise required by applicable law, Tenant shall keep confidential and not disclose this Amendment or its terms to any person or entity not a party to the Lease. Any violation of this provision by Tenant shall be an immediate event of default by Tenant under the Lease.


[Signatures on Following Page]

The parties have executed this Amendment as of the day and year first above written.

<p><b>LANDLORD:</b></p> <p>CENTRAL PARK SPE, LLC, a Delaware limited liability company, as to an undivided 96.4411% tenant in common interest, and Central Park BA White, LLC, a Delaware limited liability company, as to an undivided 3.5589% tenant in common interest</p> <p>By: Sperry Equities, LLC, a California limited liability company, its Owner Representative</p> <p>DocuSigned by:    Name: Jack Carroll  Title: Principal and Director of Asset Management &amp; Leasing</p> <p>Date: 3/24/2023   11:38:17 AM PDT</p>	<p><b>TENANT:</b></p> <p>DocuSigned by:    Gao Xiang Zhou, an individual</p> <p>DocuSigned by:    Huiqiao Wu, an individual</p> <p>Date: 2/16/2023   12:08:01 下午 PST</p>
--	--

Existing Guarantor Acknowledgement and Consent

The undersigned Existing Guarantor (i) consents to the foregoing Amendment and all of its terms and conditions, (ii) reaffirms that the Existing Guaranty is in full force and effect, (iii) represents and warrants to Landlord that Existing Guarantor has no existing claims, defenses or rights of offset with respect to the Lease and/or Existing Guaranty and that Landlord is not in default under the Lease and (iv) acknowledges and agrees that the obligations of Existing Guarantor under the Existing Guaranty now include, without limitation, all obligations of the Tenant arising under the Lease and this Amendment.

DocuSigned by:  
  
Wai Sheng Ni, an individual

Dated: 3/23/2023 | 11:52:30 上午 PDT

**EXHIBIT "A"**

**GUARANTY OF LEASE**

This Guaranty of Lease ("**Guaranty**") is made by LIANG JING, an individual and HU ZHANG, an individual ("**Guarantor**") in favor of CENTRAL PARK SPE, LLC, a Delaware limited liability company, as to an undivided 96.4411% tenant in common interest, and Central Park BA White, LLC, a Delaware limited liability company, as to an undivided 3.5589% tenant in common interest (together, "**Landlord**").

Reference is made to that Commercial Lease dated March 16, 2012 ("**Original Lease**"), as amended by (i) that certain First Amendment dated August 27, 2012 ("**First Amendment**"), (ii) that certain Second Amendment dated May 16, 2019 ("**Second Amendment**"), (iii) that certain 3rd Lease Amendment and Assignment dated November 1, 2019 ("**Third Amendment**") , (iii) that certain Third Amendment dated August 3, 2020 ("**Additional Third Amendment**") and (v) that certain Fourth Amendment to Lease dated as of 3/24/2023, 2023 (the "**Fourth Amendment**", and together with the Original Lease, the First Amendment, the Second Amendment, the Third Amendment, the Additional Third Amendment and the Fourth Amendment, the "**Lease**") by and between Landlord and GAO XIANG ZHOU, an individual and HUAI guo WU, an individual as tenant ("**Tenant**") for the Premises located at Units M & N consisting of approximately 3,294 rentable square feet in the retail shopping center known as Central Park Place and located at 1125 – 1145 South Route 31, Crystal Lake, IL 60014, as more particularly described in the Lease. Reference is made to that certain Fourth Amendment by and between Landlord and Tenant. As a condition to Landlord's entering into the Fourth Amendment, Landlord requires that Guarantor unconditionally guarantee the full payment of performance of all the obligations of Tenant accruing under the Lease, including the Fourth Amendment. Guarantor desires to induce Landlord to enter into the Fourth Amendment with Tenant. AM PDT

NOW, THEREFORE, in consideration of the execution of the Fourth Amendment by Landlord, and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby agrees that:

1. Guarantor unconditionally, absolutely and to the same extent as if the undersigned had signed the Lease as tenant, assumes all liabilities, obligations and duties of Tenant accruing under the Lease, and guarantees to Landlord and Landlord's successors and assigns the full, prompt and complete performance of each and all of the terms, covenants, conditions and provisions of the Lease to be kept and performed by Tenant or Tenant's successors or assigns, including the payment of all rental and other charges to accrue thereunder and all damages that may arise as a consequence of the nonperformance thereof. The liability of Guarantor under this Guaranty shall be unconditional and primary, and in relation to any right of action which shall accrue to Landlord under the Lease, Landlord may, at its option, proceed from time to time solely against the undersigned or jointly against the undersigned and any other person or entity without regard to Tenant's ability to perform and without first commencing any action, exhausting any remedy, obtaining any judgment or proceeding in any way against Tenant or any other person or entity; and suit may be brought and maintained against the Guarantor by Landlord to enforce any liability, duty or obligation guaranteed hereby without joinder of Tenant or any other person or entity.

2. This Guaranty shall continue during the entire term of the Lease and any renewals, extensions or modifications thereof and thereafter until Tenant and Tenant's successors or assigns have fully discharged all of their obligations under the Lease and any renewals, extensions or modifications of the Lease.

3. Guarantor expressly consents to any future modification, renewal and/or extension of the Lease. Neither Tenant nor Landlord shall have any obligation to inform the undersigned of any such modification, renewal or extension of the Lease prior to entering into the modification, renewal or extension of the Lease. Guarantor's consent to modification specifically includes, without limitation, consent to alteration or substitution of the named Tenant, alteration of the square footage or location of the premises that are the subject of the Lease, changes in the amount of rent or other amounts owed to Plaintiff pursuant to the Lease, changes in the Lease term, and any other change, material or otherwise, in the terms of the Lease.

4. If Guarantor is more than one (1) person, the obligations of the persons comprising Guarantor shall be joint and several. Until all the covenants and conditions in the Lease to be performed and observed by Tenant or Tenant's successors or assigns are fully performed and observed, the undersigned: (a) shall have no right of subrogation or any other right to enforce any remedy against Tenant or Tenant's successors or assigns by reason of

any payment or performance thereunder by the undersigned, and (b) subordinates any liability or indebtedness of Tenant or Tenant's successors or assigns now or hereafter held by the undersigned to all obligations of Tenant or Tenant's successors or assigns to Landlord under the Lease.

5. The undersigned agrees that the undersigned's obligations under the terms of this Guaranty shall not be released, diminished, impaired, reduced or affected by any limitation of liability or recourse under the Lease or by the occurrence of any one or more of the following events: (a) the taking or accepting of any other security or guaranty in connection with the Lease; (b) any release, surrender, exchange, subordination, or loss of any security at any time existing or purported or believed to exist in connection with the Lease; (c) the death, insolvency, bankruptcy, disability, dissolution, termination, receivership, reorganization or lack of corporate, partnership or other power of Tenant, the undersigned, or any party at any time liable for payment or performance pursuant to the Lease, whether now existing or hereafter occurring; (d) any assignment or subletting by Tenant or Tenant's successors or assigns whether or not permitted pursuant to the terms of the Lease or otherwise approved by Landlord; (e) amendment of the Lease or any renewal, extension, modification or rearrangement of the terms of payment or performance pursuant to the Lease either with or without notice to or consent of the undersigned or any other party at any time liable for payment or performance pursuant to the Lease; (f) any neglect, delay, omission, failure, or refusal of Landlord to take or prosecute any action for the collection or enforcement of the Lease or to foreclose or take or prosecute any action in connection with the Lease; (g) any failure of Landlord to notify the undersigned of any renewal, extension, rearrangement, modification, assignment of the Lease or subletting of the Premises or any part thereof, or of the release of or change in any security or of any other action taken or refrained from being taken by Landlord against Tenant or of any new agreement between Landlord and Tenant, it being understood that Landlord shall not be required to give the undersigned any notice of any kind under any circumstances with respect to or in connection with the Lease; (h) the unenforceability of all of any part of the Lease against Tenant, it being agreed that the undersigned shall remain liable hereon regardless of whether Tenant or any other person be found not liable on the Lease, or any part thereof, for any reason; or (i) any payment by Tenant to Landlord being held to constitute a preference under the bankruptcy laws or any other reason Landlord being required to refund such payment or pay the amount thereof to someone else.

6. To the fullest extent permitted by applicable law, Guarantor waives: (a) all rights and defenses as a surety or guarantor under applicable law, (b) any and all notices, presentments and notices of nonpayment, dishonor or nonperformance, diligence, protest, notices of acceptance of this Guaranty and all other notices of any nature in connection with the exercise of Landlord's rights under the Lease or this Guaranty; (c) all rights and defenses based upon any death, dissolution, bankruptcy, insolvency, termination or disability of Tenant, any release of Tenant's liability for any reason or any statute of limitations controlling obligations accruing under the Lease or this Guaranty; (d) any rights it may have now or in the future to require or demand that Landlord pursue any right or remedy Landlord may have against Tenant or any third party; (e) any and all rights it may have to enforce any remedies available to Landlord against Tenant now or in the future; (f) any right to any security deposit held by Landlord under the Lease; (g) the right to require Landlord to proceed against Tenant, exhaust any security which Landlord holds from Tenant or pursue any other right or remedy available to Landlord; (h) all surety and guarantor rights and defenses, and agrees that by doing so Guarantor's liability may be larger in amount and more burdensome than Tenant's liability, and that Guarantor is liable even if Tenant is not or ceases for any reason to be liable under the Lease; and Guarantor's liability shall continue even if Landlord alters the obligations of Tenant under the Lease; (j) all right to require Landlord to proceed against Tenant, any other guarantor, or any security Landlord may hold, before enforcing this Guaranty against Guarantor, (k) all setoffs and counterclaims against Landlord ; (l) all right and defenses based upon the unenforceability of all of any part of the Lease against Tenant; (m) any requirement to join the Tenant in a suit against the Guarantor, (n) deleted; and (o) any defenses given to guarantors at law or in equity other than actual payment and performance of the guaranteed obligations hereunder.

7. Guarantor covenants and agrees to furnish to Landlord, on an annual basis or within fifteen (15) days after written request thereof from Landlord, copies of financial statements of Guarantor, and agrees that Landlord may deliver any such financial statements to any existing or prospective mortgagee or purchaser of the property. Guarantor represents that he will receive a direct or indirect benefit from the Lease.


8. In the event suit or action is brought upon or in connection with the enforcement of this Guaranty, Guarantor shall pay reasonable attorney's fees and all other expenses and court costs incurred by Landlord in connection therewith. Any amounts owed by Guarantor under this Guaranty shall bear interest at the lesser of (i) the highest legal rate permitted by laws or (i) eighteen percent (18%) per annum ("**Interest Rate**").

9. If any clause or provision of this Guaranty is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Guaranty shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Guaranty a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

10. WAIVER OF RIGHT TO TRIAL BY JURY; JUDICIAL REFERENCE IN THE EVENT OF JURY TRIAL WAIVER UNENFORCEABILITY. GUARANTOR HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (1) ARISING UNDER THIS GUARANTY, OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (2) IN ANY WAY CONNECTED WITH, OR RELATED OR INCIDENTAL TO, THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS GUARANTY, OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND GUARANTOR HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY.

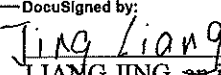
Guarantor has initialed below to further indicate its awareness and acceptance of each and every provision hereof.

<sup>ds</sup>  
  
\_\_\_\_\_  
GUARANTOR


<sup>ds</sup>  
  
\_\_\_\_\_  
GUARANTOR

11. This Guaranty may not be amended except in writing signed by Landlord and Guarantor. No provision of this Guaranty shall be deemed waived by Landlord unless such waiver is in writing signed by Landlord. This Guaranty shall be binding upon the heirs, legal representatives, successors and assigns of the undersigned and shall inure to the benefit of the heirs, legal representatives, successors and assigns of Landlord. This Guaranty shall be governed under the laws of the State of Illinois, without regard to conflicts of laws principles. Guarantor consents to the jurisdiction of all state and federal court in the State of Illinois in all actions or proceedings arising in connection with this Guaranty.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty as of 2/16/2023 | 5:33:15 下午 PST

GUARANTOR:  
DocuSigned by:  
  
\_\_\_\_\_  
LIANG JING, an individual

Address for Notices:  
290 Wright dr  
\_\_\_\_\_  
Lake in the Hills 60156

DocuSigned by:  
  
\_\_\_\_\_  
HU ZHANG, an individual

Address for Notices:  
290 Wright dr  
\_\_\_\_\_  
Lake in the Hills IL 60156





LICENSE OR PERMIT BOND

Bond No.: 999255469

KNOW ALL BY THESE PRESENTS, That we, Zhou Inc DBA Kumi Sushi as Principal, of 1145 S IL Route 31, Suite N, Crystal lake, IL 60014, and the The Ohio Casualty Insurance Company, a New Hampshire corporation, as Surety, are held and firmly bound unto City of Crystal Lake, of 100 Woodstock St., Building Department, Crystal Lake, IL 60014, as Obligee, in the sum of One Thousand Dollars And Zero Cents (\$1,000.00) for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 5th day of May, 2023.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT WHEREAS, the Principal has been or is about to be granted a license or permit to do business as Liquor License by the Obligee.

NOW, THEREFORE, if the Principal well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER:

- 1. This bond shall continue in force: [X] Until 5th day of May, 2024, or until the date of expiration of any Continuation Certificate executed by the Surety OR [ ] Until canceled as herein provided. 2. This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than thirty days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

Zhou Inc DBA Kumi Sushi By [Signature] Principal



The Ohio Casualty Insurance Company By [Signature] James Chen Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company  
**POWER OF ATTORNEY**

Principal: Zhou Inc DBA Kumi Sushi  
Agency Name: ACHIEVE AGENCY, INC Bond Number: 999255469  
Obligee: City of Crystal Lake  
Bond Amount: (\$1,000.00 ) One Thousand Dollars And Zero Cents

**KNOW ALL PERSONS BY THESE PRESENTS:** that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint James Chen in the city and state of Chicago, IL, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company

By: *David M. Carey*  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1128044  
Member, Pennsylvania Association of Notaries

By: *Teresa Pastella*  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Company this 5th day of May, 2023.



By: *Renee C. Llewellyn*  
Renee C. Llewellyn, Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

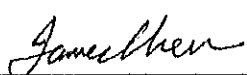
<b>PRODUCER</b> Lead Ways Insurance Agency 121 Fairfield Way STE 200 Bloomingdale IL 60108	<b>CONTACT NAME:</b> James Chen <b>PHONE (A/C, No, Ext):</b> (630) 582-1648 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> (630) 582-1663
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> AmGUARD Insurance Company		<b>NAIC #</b>
<b>INSURED</b> Zhou Inc. DBA Kumi Sushi 1145 S Il Route 31 Crystal Lake IL 60014	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** CL235512057                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	ZHBP433967	05/05/2023	05/05/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability	Y	WABZHBP433967P279890	05/05/2023	05/05/2024	Aggregate Limit \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Restaurant Location: 1145 S Illinois Route 31, Crystal Lake, IL 60014-8216  
Liquor License

<b>CERTIFICATE HOLDER</b>  State of Illinois Liquor Control Commission 50 W. Washington St, Suite 209  Chicago IL 60602	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

AFFIDAVIT

STATE OF Illinois )  
 ) SS  
COUNTY OF McHenry )

I (we) swear that I (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 my (our) knowledge and belief.

(Affidavit must be signed in front of a notary public.)

Please sign below:

Jing Liang owner  
Printed Full Name Title

Jing Liang 5/9/23  
Applicant Signature Date

HU Zhang owner  
Printed Full Name Title

HU Zhang 5/9/23  
Applicant Signature Date

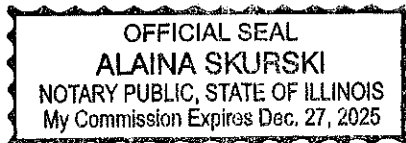
Subscribed and sworn to before me this

9 day of May, 2023.

Alaina Skurski  
Notary Public

My commission expires: 12/27/2025

(SEAL)





## Agenda Item No: 11

### City Council Agenda Supplement

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**Meeting Date:**

May 16, 2023

**Item:**

Special Event Request - Crystal Lake Brewing Company's Summer Music Fest

**Staff Recommendation:**

Motion to approve a Special Event Permit for the Crystal Lake Brewing Company's Summer Music Fest to be held June 16, 2023 from 3 p.m. to 11 p.m., and June 17, 2023 from 12 p.m. to 11 p.m.

**Staff Contact:**

Kathryn Cowlin, Director of Community Development  
Laurie Fitzgerald, Support Services Coordinator

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**Background:**

The Crystal Lake Brewing Company has requested a Special Event approval to hold a Summer Music festival for a double beer release featuring Modern Day Romeos and 97.1 The Drive beers. The event will be held on Friday, June 16<sup>th</sup> with live music from 5 p.m. to 10 p.m. including the local bands, Bourbon Country and Modern Day Romeos, and Saturday, June 17<sup>th</sup> with live music from 2 p.m. to 10:30 p.m. The event is the same layout to the annual Oktoberfest event, and is proposed to be held in the parking lot of their building at 150 North Main Street. This is a new one time event.

City staff has reviewed the applicant's requests and has no concerns regarding the event, provided the following conditions are met:

- 1) This approval is valid for the Special Event to be held June 16, 2023 from 3 p.m. to 11 p.m., and June 17, 2023 from 12 p.m. to 11 p.m.
- 2) Tents/Canopies to be used for this event must follow City guidelines.
- 3) Provide adequate lighting for participants during night hours. Submit stage lighting and canopy lighting specifications if applicable.
- 4) Obtain any necessary approvals from McHenry County Health Department.
- 5) Temporary wiring must comply with the 2017 National Electrical Code:
- 6) The site must be inspected the day prior to the event for compliance with canopy spacing (if applicable), electrical connections, etc.
- 7) An access lane of a minimum of 20 feet must be maintained around the building for emergency access. The fire connections must not be blocked.
- 8) All food trucks must meet the requirements listed in City Code Chapter 385-35, including a permit and an inspection of the truck by the Crystal Lake Fire Prevention Bureau. The

petitioner shall contact the Fire Prevention Bureau to arrange for an inspection prior to the event.

- 9) Should valet parking be offered, parking attendant should wear clothing to make them more visible at night as they walk between the festival site and remote parking area.
- 10) Organizers are to contact the Police Department for official “No Parking” signs that are to be posted along Gates Street. The “No Parking” signs are not to be posted on telephone poles and are to be removed the day after the event. Signs must be posted directing attendees to various City parking lots that can be used during the event.
- 11) Maximum occupancy limits of the building must be maintained throughout the event.

The applicants have been made aware of these recommended conditions and will attend City Council meeting to answer any questions. The application materials have been attached for reference.

**Votes Required to Pass:**

Simple majority vote



CITY OF Crystal Lake ILLINOIS

SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

EVENT NAME CLB'S Summer Music Fest

EVENT LOCATION Crystal Lake Brewing, main lot

This application should be completed by the "Event Manager", who will be the main coordinator and contact person for the event. Completing the application form will give you a good idea of the types of arrangements, approvals and documents that will be necessary for your special event. Please complete as much of the following information as possible before turning in the application. Once the application is turned in, a staff liaison will be in contact with you who will guide you in completing the remainder of the application and fulfilling City requirements for the event.

\*Please note that City Council approval may be required for certain special events/requests\*

GENERAL EVENT INFORMATION

1. TYPE OF EVENT (Check all that apply)

- checkboxes for Carnival, Circus, Festival, Filming, Other, General use of City-owned property, Parade, Outdoor Sales, Run/Walk Event

2. General Description/Purpose of the event:

Double Beer Release Weekend
Friday 6/16: Live Music 5-7 Barkon Country 8-10 MDR
Saturday 6/17: Live Music, 2-4 +hd, 5-7 Pete's Diary 8-10:30

- 3. Will the event require the use of City-owned property?
4. Is a Site Map/Route Map attached?
5. Is the event an annual/recurring event?
6. Will the event require a public street/sidewalk to be blocked or closed?
7. Will the event require use of a public parking lot?
8. Number of persons scheduled to monitor and work the event: 10-15
9. Estimated attendance: 800-1000 per day

10. Is a "rain date" proposed? Y  or N  If yes, what is the rain date? \_\_\_\_\_

**ORGANIZATION INFORMATION**

11.  Organization is registered with the State of Illinois as a Non-Profit Organization

12. Name of Event Manager: Beth Alberger

13. Contact Information for Event Manager:

Address: 150 N Main St.  
Crystal Lake, IL 60014

Daytime phone: 779-220-9288 (Please check preferred means of contact)

Emergency phone: [Redacted] John O'Fallon

Cell phone: [Redacted]

Email: both@crystalakebrew.com

**EVENT OPERATION**

14. Date(s) of the event (including time for assembling and/or dismantling support structures):

Set Up: Thu, 6/15  
Event: Fri 6/16 - Sat 6/17  
Dismantling: Sun 6/18 - Mon 6/19

15. Hours of the event:

Set Up: 9am - 5pm  
Event: Fri 6/16 3pm - 11pm Sat 6/17 12pm - 11pm  
Dismantling: 9am - 12pm

**CITY MANAGER'S OFFICE**

16. Will the event hold a raffle of any kind?  Yes\*  No

\*If yes, please complete attached Raffle License Application

17. Is the Certificate of Insurance and Hold Harmless Agreement attached?  Yes  No

\*Attached please see the City's insurance provisions (Required for all special events)

18. Will alcoholic beverages be served or sold at the event?  Yes\*  No



If yes, what type of alcoholic beverages will be served?

Regular Bar Service Inside  
Beer Trailer Outside

*\*Please complete the attached Temporary Liquor License Application*

### COMMUNITY DEVELOPMENT

19. Will the event require tents or temporary structures?  Yes  No
20. What signs or advertising do you anticipate needing for the event?
- Temporary community event signs  Yes  No
- Temporary neighborhood event signs  Yes  No
- Directional signs  Yes  No
- Banner  Yes  No
21. Will food be served or sold at the event?  Yes\*  No

*\*If yes, please contact the McHenry County Health Department and please provide the City with a copy of the approval from the McHenry County Health Department.*

22. Will the event include vendors selling products?  Yes  No
- Description of Products Food Trucks
23. Will the event require portable sanitation facilities?  Yes  No
- Name of Company Crown Restrooms
- Address 1704 Lamb Rd, Woodstock, IL 60098
- Phone 815-206-3689

24. Will the use of electricity be required for the event?  Yes  No

If yes, please specify the power requirements and plan for provision

from building, fence line; sound production  
from B+B production

### PUBLIC SAFETY *Please remember to post the Firearm Concealed Carry Act sign*

25. Does this event require assistance from the Police Department?  Yes  No
26. Does this event require an on-site ambulance?  Yes  No
27. Will the event require sound amplification of any kind?  Yes  No

28. Please state what provisions have been made for first aid and emergency medical services, if any:

First aid kits, bodily fluid kit

**PUBLIC WORKS**

29. Will the event require barricades for traffic control?  Yes\*  No

*\*If yes, please complete the attached Barricade Borrowing Application*

30. Will the event require water?  Yes  No

Specify \_\_\_\_\_

Please remember to include the necessary attachments, if possible. (Please check those included)

- Barricade Borrowing Application
- Certificate of Insurance/Hold Harmless Agreement
- Raffle License Application
- Temporary Liquor License Application

The undersigned has read the foregoing application and knows the contents thereof, and affirms that the information is true and correct to the best of his/her knowledge, information and belief. For special events, the undersigned agrees to indemnify and hold harmless the City, together with its officers, agents, volunteers, and employees from all losses, damages, injuries, claims, demands and expenses arising out of, or as the result of, the operation of the event, the special City services provided for the event, and/or the permit issued for same, and/or the condition, maintenance and use of the public property in connection with the event, as well as for any injury to or sustained by a City employee, agent, or contractor in conjunction with the event authorized by the City.

Bob Alberger  
Signature

5/8/23  
Date

Bob Alberger  
Print Name

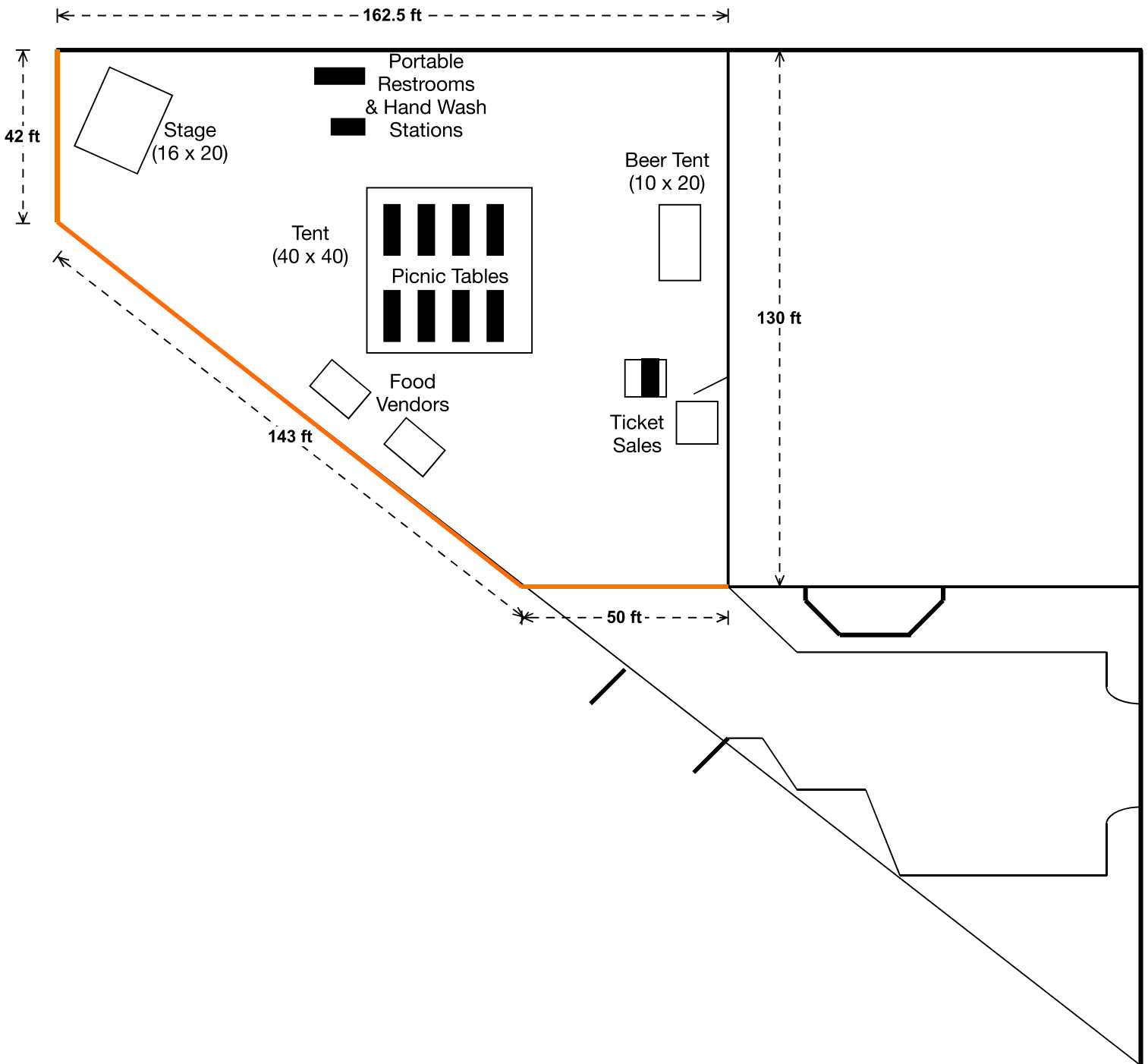
**STAFF USE ONLY**

Assigned City Department: \_\_\_\_\_

Assigned City Staff Liaison: \_\_\_\_\_

Meeting with Event Organizer Required:  Yes  No

City Council Approval Required:  Yes  No





**Agenda Item No: 12**

**City Council  
Agenda Supplement**

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**Meeting Date:** May 16, 2023

**Item:** Special Event Request - Crystal Lake Brewing Company Oktoberfest

**Staff Recommendation:** Motion to approve a Special Event Permit for the Crystal Lake Brewing Company Oktoberfest to be held Friday September 15, 2023 from 3 p.m. to 11 p.m., Saturday September 16, 2023 from 12 p.m. to 11 p.m., and Sunday September 17, 2023 from 12 p.m. to 9 p.m.

**Staff Contact:** Kathryn Cowlin, Director of Community Development  
Laurie Fitzgerald, Support Services Coordinator

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**Background:**

The Crystal Lake Brewing Company has requested a Special Event approval to hold their annual Oktoberfest on Friday September 15<sup>th</sup> from 3 p.m. to 11 pm with live music from 5 p.m. to 10 p.m., Saturday September 16<sup>th</sup> from 12 p.m. to 11 p.m. with live music from 2 p.m. to 10 p.m., and Sunday September 17<sup>th</sup> from 12 p.m. to 9 p.m. with live music from 2 p.m. to 7 p.m. The event is proposed to be held in the parking lot of their building at 150 North Main Street. The festival includes live music, food vendors, and beer sales. The layout of the event is the same as prior to the pandemic.

City staff has reviewed the applicant's requests and has no concerns regarding the event, provided the following conditions are met:

- 1) This approval is valid for the Special Event to be held September 15, 2023 from 3 p.m. to 11 p.m., September 16, 2023 from 12 p.m. to 11 p.m., and September 17, 2023 from 12 p.m. to 9 p.m.
- 2) Tents/Canopies to be used for this event must follow City guidelines.
- 3) Provide adequate lighting for participants during night hours. Submit stage lighting and canopy lighting specifications if applicable.
- 4) Obtain any necessary approvals from McHenry County Health Department.
- 5) Temporary wiring must comply with the 2017 National Electrical Code:
- 6) The site must be inspected the day prior to the event for compliance with canopy spacing (if applicable), electrical connections, etc.
- 7) An access lane of a minimum of 20 feet must be maintained around the building for emergency access. The fire connections must not be blocked.

- 8) All food trucks must meet the requirements listed in City Code Chapter 385-35, including a permit and an inspection of the truck by the Crystal Lake Fire Prevention Bureau. The petitioner shall contact the Fire Prevention Bureau to arrange for an inspection prior to the event.
- 9) Should valet parking be offered, parking attendant should wear clothing to make them more visible at night as they walk between the festival site and remote parking area.
- 10) Organizers are to contact the Police Department for official “No Parking” signs that are to be posted along Gates Street. The “No Parking” signs are not to be posted on telephone poles and are to be removed the day after the event. Signs must be posted directing attendees to various City parking lots that can be used during the event.
- 11) Maximum occupancy limits of the building must be maintained throughout the event.

The applicants have been made aware of these recommended conditions and will attend City Council meeting to answer any questions. The application materials have been attached for reference.

**Votes Required to Pass:**

Simple majority vote



CITY OF  
*Crystal Lake*  
ILLINOIS

**SPECIAL EVENTS APPLICATION**

Please PRINT or TYPE

EVENT NAME Oktoberfest / CL Chamber Block Party  
EVENT LOCATION Crystal Lake Brewing, Main lot

This application should be completed by the "Event Manager", who will be the main coordinator and contact person for the event. Completing the application form will give you a good idea of the types of arrangements, approvals and documents that will be necessary for your special event. Please complete as much of the following information as possible before turning in the application. Once the application is turned in, a staff liaison will be in contact with you who will guide you in completing the remainder of the application and fulfilling City requirements for the event.

*\*Please note that City Council approval may be required for certain special events/requests\**

**GENERAL EVENT INFORMATION**

1. TYPE OF EVENT (Check all that apply)

- Carnival
- Circus
- Festival
- Filming
- Other \_\_\_\_\_
- General use of City-owned property
- Parade
- Outdoor Sales
- Run/Walk Event

2. General Description/Purpose of the event:

Oktoberfest / Chamber Fundraiser  
Fri 9/15 Live Music 5-7 / 8-10 Sat 9/16 Live Music 2-4  
Sunday 9/17 Live Music 2-4, 5-7 8-10

- 3. Will the event require the use of City-owned property?  Yes  No
- 4. Is a Site Map/Route Map attached?  Yes  No
- 5. Is the event an annual/recurring event?  Yes  No
- 6. Will the event require a public street/sidewalk to be blocked or closed?  Yes  No
- 7. Will the event require use of a public parking lot?  Yes  No
- 8. Number of persons scheduled to monitor and work the event: 10-15
- 9. Estimated attendance: 800 - 1000 per day

10. Is a "rain date" proposed? Y  or N  If yes, what is the rain date? \_\_\_\_\_

### ORGANIZATION INFORMATION

11.  Organization is registered with the State of Illinois as a Non-Profit Organization

12. Name of Event Manager: Beth Alberger

13. Contact Information for Event Manager:

Address: 150 W Main Street  
Crystal Lake, IL 60014

Daytime phone: 779-220-9288 (Please check preferred means of contact)

Emergency phone: [REDACTED] John O'Fallon

Cell phone: [REDACTED]

Email: beth@crystalakeprev.com

### EVENT OPERATION

14. Date(s) of the event (including time for assembling and/or dismantling support structures):

Set Up: Thu 9/14

Event: Fri 9/15 - Sun 9/17

Dismantling: Mon 9/18

15. Hours of the event:

Set Up: 9-5

Event: Fri 9/15 3-11pm / Sat 9/16 12-11pm / Sun 9/17 12-9pm

Dismantling: Mon 9-5

### CITY MANAGER'S OFFICE

16. Will the event hold a raffle of any kind?  Yes\*  No

\*If yes, please complete attached Raffle License Application

17. Is the Certificate of Insurance and Hold Harmless Agreement attached?  Yes  No

\*Attached please see the City's insurance provisions (Required for all special events)

18. Will alcoholic beverages be served or sold at the event?  Yes\*  No

If yes, what type of alcoholic beverages will be served?

Regular Bar Service Inside  
Beer Trailer Outside

*\*Please complete the attached Temporary Liquor License Application*

### COMMUNITY DEVELOPMENT

19. Will the event require tents or temporary structures?  Yes  No
20. What signs or advertising do you anticipate needing for the event?
- Temporary community event signs  Yes  No
- Temporary neighborhood event signs  Yes  No
- Directional signs  Yes  No
- Banner  Yes  No
21. Will food be served or sold at the event?  Yes\*  No

*\*If yes, please contact the McHenry County Health Department and please provide the City with a copy of the approval from the McHenry County Health Department.*

22. Will the event include vendors selling products?  Yes  No
- Description of Products Food Trucks
23. Will the event require portable sanitation facilities?  Yes  No
- Name of Company Crown Restrooms  
Address 1704 Lamb Rd Woodstock, IL 60098  
Phone 815-206-3689

24. Will the use of electricity be required for the event?  Yes  No

If yes, please specify the power requirements and plan for provision

From building, fence line, sound protection  
from BTB production

### PUBLIC SAFETY *Please remember to post the Firearm Concealed Carry Act sign*

25. Does this event require assistance from the Police Department?  Yes  No
26. Does this event require an on-site ambulance?  Yes  No
27. Will the event require sound amplification of any kind?  Yes  No



28. Please state what provisions have been made for first aid and emergency medical services, if any:

First aid kits, bodily fluids kit

**PUBLIC WORKS**

29. Will the event require barricades for traffic control?

Yes\*  No

*\*If yes, please complete the attached Barricade Borrowing Application*

30. Will the event require water?

Yes  No

Specify \_\_\_\_\_

Please remember to include the necessary attachments, if possible. (Please check those included)

- Barricade Borrowing Application
- Certificate of Insurance/Hold Harmless Agreement
- Raffle License Application
- Temporary Liquor License Application

The undersigned has read the foregoing application and knows the contents thereof, and affirms that the information is true and correct to the best of his/her knowledge, information and belief. For special events, the undersigned agrees to indemnify and hold harmless the City, together with its officers, agents, volunteers, and employees from all losses, damages, injuries, claims, demands and expenses arising out of, or as the result of, the operation of the event, the special City services provided for the event, and/or the permit issued for same, and/or the condition, maintenance and use of the public property in connection with the event, as well as for any injury to or sustained by a City employee, agent, or contractor in conjunction with the event authorized by the City.

Beth Alberger  
Signature

5/8/23  
Date

Beth Alberger  
Print Name

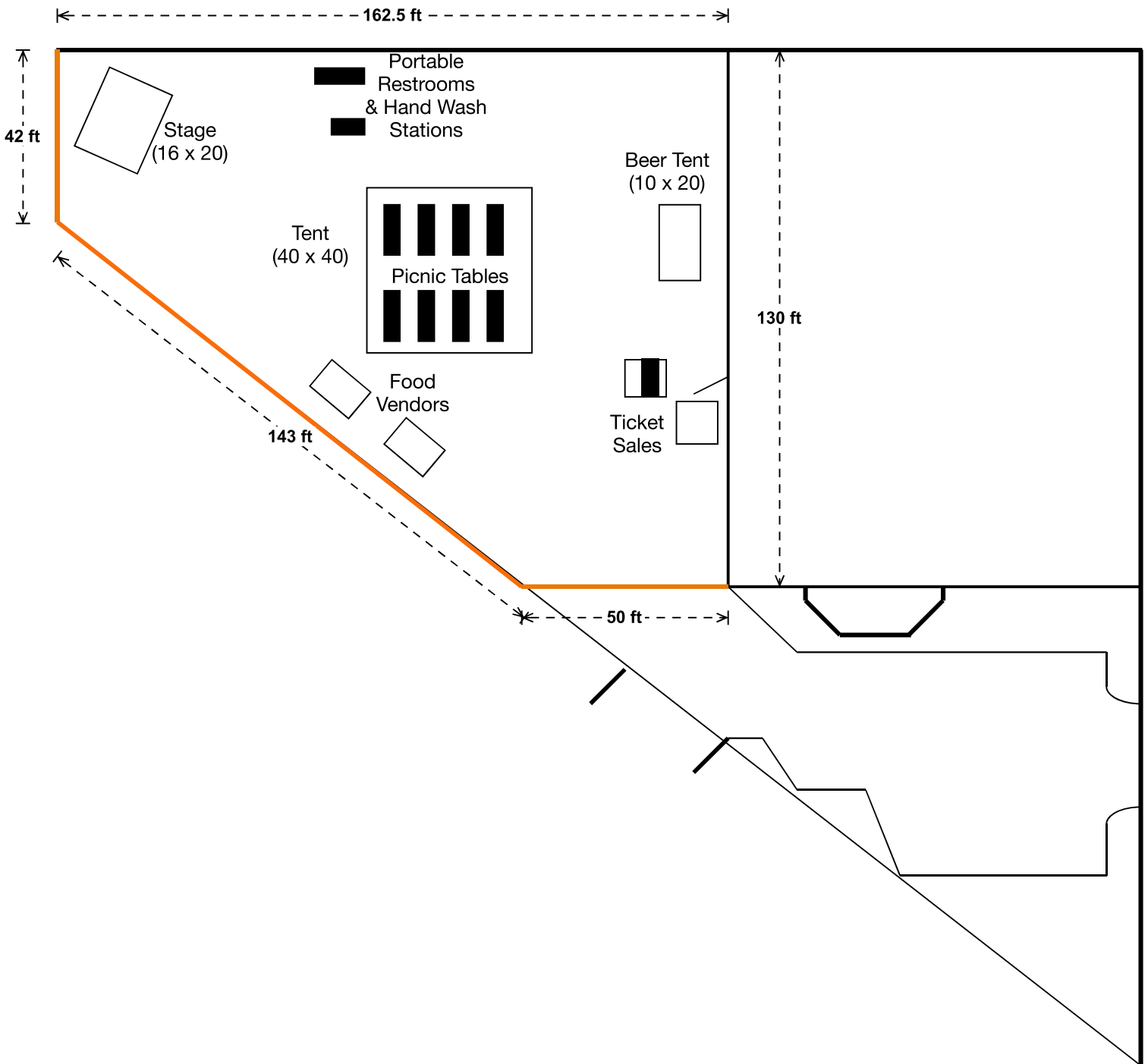
**STAFF USE ONLY**

Assigned City Department: \_\_\_\_\_

Assigned City Staff Liaison: \_\_\_\_\_

Meeting with Event Organizer Required:  Yes  No

City Council Approval Required:  Yes  No





**Agenda Item No: 13**

**City Council  
Agenda Supplement**

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<b><u>Meeting Date:</u></b>	May 16, 2023
<b><u>Item:</u></b>	REPORT OF THE PLANNING & ZONING COMMISSION  True Plus LLC
<b><u>Requests:</u></b>	Special Use Permit to allow a Massage Establishment
<b><u>Petitioner:</u></b>	Abiodun Kudayisi, petitioner 457 Coventry Lane, Suite 127
<b><u>PZC Recommendation:</u></b>	To approve the Planning and Zoning Commission (PZC) recommendation and adopt an Ordinance granting the Special Use Permit for a Massage Establishment for True Plus LLC at 457 Coventry Lane, Suite 127.
<b><u>Staff Contact:</u></b>	Kathryn Cowlin, Director of Community Development Elizabeth Maxwell, City Planner

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**Background:**

- The site is a group of multi-tenant office buildings.
- True Plus LLC will provide massage therapy and manual lymphatic drainage.
- Massage Establishments are required to obtain a special use permit and a Massage Establishment License. The Massage Establishment License is issued by City staff, provided all requirements are met, after the Special Use Permit is approved by the City Council.

**PZC Highlights:**

- The PZC was supportive of the use.
- The PZC found that this request meets the Findings of Fact.

The PZC recommended **approval (6-0)** 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 (Kudayisi, received 3/29/23)

B. Floor Plan (Kudayisi, received 3/29/23)

2. A license for massage establishments is required. The petitioner must comply with the Massage Establishment License requirements.
3. The petitioner shall address all of the review comments and requirements of the Community Development, Fire Rescue and Police Departments.

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



## **Acknowledgement Form**

Regarding the Special Use Permit for True Plus LLC at 457 Coventry Lane. Please check one of the choices and sign below.

I hereby acknowledge that I have read, understand, and agree to the staff review comments and recommended conditions contained in the staff report, city staff reviews, and consultant reviews (if applicable).

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

\_\_\_\_\_  
\_\_\_\_\_

Petitioner's Name: Abiodun Kudayisi Date: 05-08-2023  
Signature AKG

### **Recommended Conditions:**

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
  - A. Application (Kudayisi, received 3/29/23)
  - B. Floor Plan (Kudayisi, received 3/29/23)
2. A license for massage establishments is required. The petitioner must comply with the *Massage Establishment License* requirements.
3. The petitioner shall address all of the review comments and requirements of the Community Development, Fire Rescue and Police Departments.

PIQ Map  
457 Coventry Lane





**The City of Crystal Lake Illinois**

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A  
MESSAGE ESTABLISHMENT FOR TRUE PLUS LLC  
AT 457 COVENTRY LANE, UNIT 239**

WHEREAS, pursuant to the terms of a Petition (File #PLN-2023-58) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested a Special Use Permit to allow a Massage Establishment for True Plus LLC at 457 Coventry Lane, Suite 127; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on April 14, 2023 in the Northwest Herald, held a public hearing at 7:00 p.m., on May 3, 2023, at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Special Use Permit, and

WHEREAS, on May 3, 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 Special Use Permit be approved, as documented in the minutes, and

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

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

Section I: That a Special Use Permit to allow a Massage Establishment for True Plus LLC at 457 Coventry Lane, Suite 127 (19-05-376-004), Crystal Lake, Illinois is hereby approved.

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

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
  - A. Application (Kudayisi, received 3/29/23)
  - B. Floor Plan (Kudayisi, received 3/29/23)
2. A license for massage establishments is required. The petitioner must comply with the Massage Establishment License requirements.

Ord. No.  
File No.

3. The petitioner shall address all of the review comments and requirements of the Community Development, Fire Rescue and Police Departments.

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

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

DATED at Crystal Lake, Illinois, this 16<sup>th</sup> day of May, 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: May 16, 2023  
Approved: May 16, 2023





**#2023-58**

**True Plus LLC – Special Use Permit  
Project Review for Planning and Zoning Commission**

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<b><u>Meeting Date:</u></b>	May 3, 2023
<b><u>Request:</u></b>	Special Use Permit to allow a massage establishment.
<b><u>Location:</u></b>	457 Coventry Lane
<b><u>Existing Zoning:</u></b>	O Office
<b><u>Surrounding Properties:</u></b>	North: B-2 PUD General Commercial South: R-3B Multi-Family Residential East: O PUD Office West: O Office and R-3B PUD Multi-Family Residential
<b><u>Staff Contact:</u></b>	Elizabeth Maxwell (815.356.3738)

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**Background:**

- **Existing Use:** The property is a multi-tenant office building housing office and service uses.
- **UDO Requirements:** Massage Establishments are required to obtain a special use permit. The special use permit requires all massage establishments to comply with certain criteria.
- The petitioner has also made an application for a Massage Establishment License, which is processed by the Community Development Department.

**Development Analysis:**

**General**

- **Request:** The petitioner is requesting a Special Use Permit for a Massage Establishment.
- **Land Use:** The land use map shows the area as Office. This land use designation is appropriate for this use.
- **Zoning:** The site is zoned O, which allows a massage establishment as a Special Use.

**Comprehensive Land Use Plan 2030 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.**

**Supporting Actions:** Encourage office development along major roadways, near transit stops and bicycle routes, and in proximity to residential uses.

**Success Indicators:** The number of new office occupancies.

**Findings of Fact:**

The petitioner has requested a Special Use Permit to allow a massage establishment at the subject property. Special Uses require a separate review because of their potential to impact surrounding properties and the orderly development of the City. Section 2-400 B of the Unified Development Ordinance establishes standard for all Special Uses in Crystal Lake. 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*

Massage Establishments must also meet the following specific standards established in Section 2-400 of the Unified Development Ordinance. The criteria are as follows:

1. A floor plan, drawn to scale is required illustrating all the services/uses listed.  
 *Meets*                       *Does not meet*
2. A complete list of the names, residence addresses, with zip codes, and dates of birth of all licensed massage therapists engaged in massage at the massage establishment, as well as current copies of the licenses as issued by the State Department of Professional Regulation of all licensed massage therapists must be provided.  
 *Meets*                       *Does not meet*
3. Business records, including the names of clients and the services provided, must be readily available to inspect without prior notice.  
 *Meets*                       *Does not meet*
4. All massage establishments subject to this section are declared to be public places, and shall not, during business hours, have the doors to the exits and entrances of such establishment locked or obstructed in any way so as to prevent free ingress and egress of persons; provided, however, that such doors may be closed.  
 *Meets*                       *Does not meet*
5. Persons under 18 years of age are not permitted in a massage establishment, unless accompanied by his/her parent or legal guardian.  
 *Meets*                       *Does not meet*
6. At least 75% of the window area of the massage establishment shall be visible, installed with clear, nonreflective windows. Blocking of windows with drapes, blinds or shelving is prohibited.  
 *Meets*                       *Does not meet*

7. No massage establishment shall be kept open for any purpose between the hours of 9:00 p.m. and 8:00 a.m.  
 *Meets*                       *Does not meet*
8. No residential use is permitted within the massage establishment at any time.  
 *Meets*                       *Does not meet*
9. Alcohol is not permitted to be served in a massage establishment at any time.  
 *Meets*                       *Does not meet*
10. By applying for a special use, the applicant is authorizing the City, its agents or employees to seek information and conduct an investigation into the truth of the statements set forth in the application, including an investigation of the applicant's character, qualification and criminal background check.  
 *Meets*                       *Does not meet*
11. By applying for a special use, the applicant is consenting to unannounced inspections by the City, its agents or employees for the purpose of determining of the provisions of this section are met.  
 *Meets*                       *Does not meet*
12. Upon sale, transfer or relocation of a massage establishment, the special use will be considered null and void.  
 *Meets*                       *Does not meet*

**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 (Kudayisi, received 3/29/23)
  - B. Floor Plan (Kudayisi, received 3/29/23)
2. A license for massage establishments is required. The petitioner must comply with the Massage Establishment License requirements.
3. The petitioner shall address all of the review comments and requirements of the Community Development, Fire Rescue and Police Departments.

# City of Crystal Lake Development Application



Office Use Only  
File # \_\_\_\_\_

Project Title: \_\_\_\_\_

### Action Requested

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

### Petitioner Information

Name: ABIDUN KUDATISI  
Address: 545 SANDY CT  
HARVARD IL 60033  
Phone:   
Fax: \_\_\_\_\_  
E-mail: 

### Owner Information (if different)

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

### Property Information

Project Description: 457 COVENTRY LN, SUITE 127  
CRYSTAL LAKE IL 60014.  
MASSAGE THERAPY

Project Address/Location: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PIN Number(s): \_\_\_\_\_

**Development Team**

Please include address, phone, fax and e-mail

Developer: \_\_\_\_\_

Architect: \_\_\_\_\_

Attorney: \_\_\_\_\_

Engineer: \_\_\_\_\_

Landscape Architect: \_\_\_\_\_

Planner: \_\_\_\_\_

Surveyor: \_\_\_\_\_

Other: \_\_\_\_\_

**Signatures**

*AK* ABISOUN KUDAYISI

03-27-2023

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.

X Ed Prodehl / ED PRODEHL

3-27-23

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, MAY 3, 2023  
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS**

The meeting was called to order by Mr. Greenman at 7:01 p.m.

**CALL TO ORDER**

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

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

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

**2023-58 – 457 COVENTRY LANE – TRUE PLUS MASSAGE – SPECIAL USE PERMIT**

Special Use Permit to allow a massage establishment.

Mr. Abiodun Kudayisi, with True Plus LLC a massage establishment, was present to represent the petition. Mr. Kudayisi explained that he is a licensed massage therapist that also does manual lymphatic drainage therapy.

Mr. Greenman asked the petitioner if he has any concerns with the conditions of approval. The petitioner said no.

Staff summarized the request and the Special Use Permit criteria for massage establishments. She noted the petitioner is already in the process of the Massage Establishment License and has completed the background check, etc.

Mr. Greenman opened the public hearing. There being no one who wished to speak, he closed the public hearing and turned it over to the commissioners.

Mr. Skluzacek asked if there was only one treatment room. The petitioner responded yes. Mr. Skluzacek stated he had no problem with the request.

Mr. Gronow asked if the rooms were the same size. The petitioner responded yes, the rooms will remain as they are now. Mr. Gronow asked how many windows there were. The petitioner said there are two windows. Mr. Gronow asked if there was a more detailed floorplan. Ms. Maxwell noted this is an existing space.

Ms. Teetsov asked if he is the sole practitioner. The petitioner responded yes.

Ms. Repholz stated she has no comments and this is an appropriate land use for the property.

Mr. Greenman noted his questions had been addressed and he has no concerns. He welcomed the petitioner and wished his business well.

Mr. Greenman said this meets the Findings of Fact.

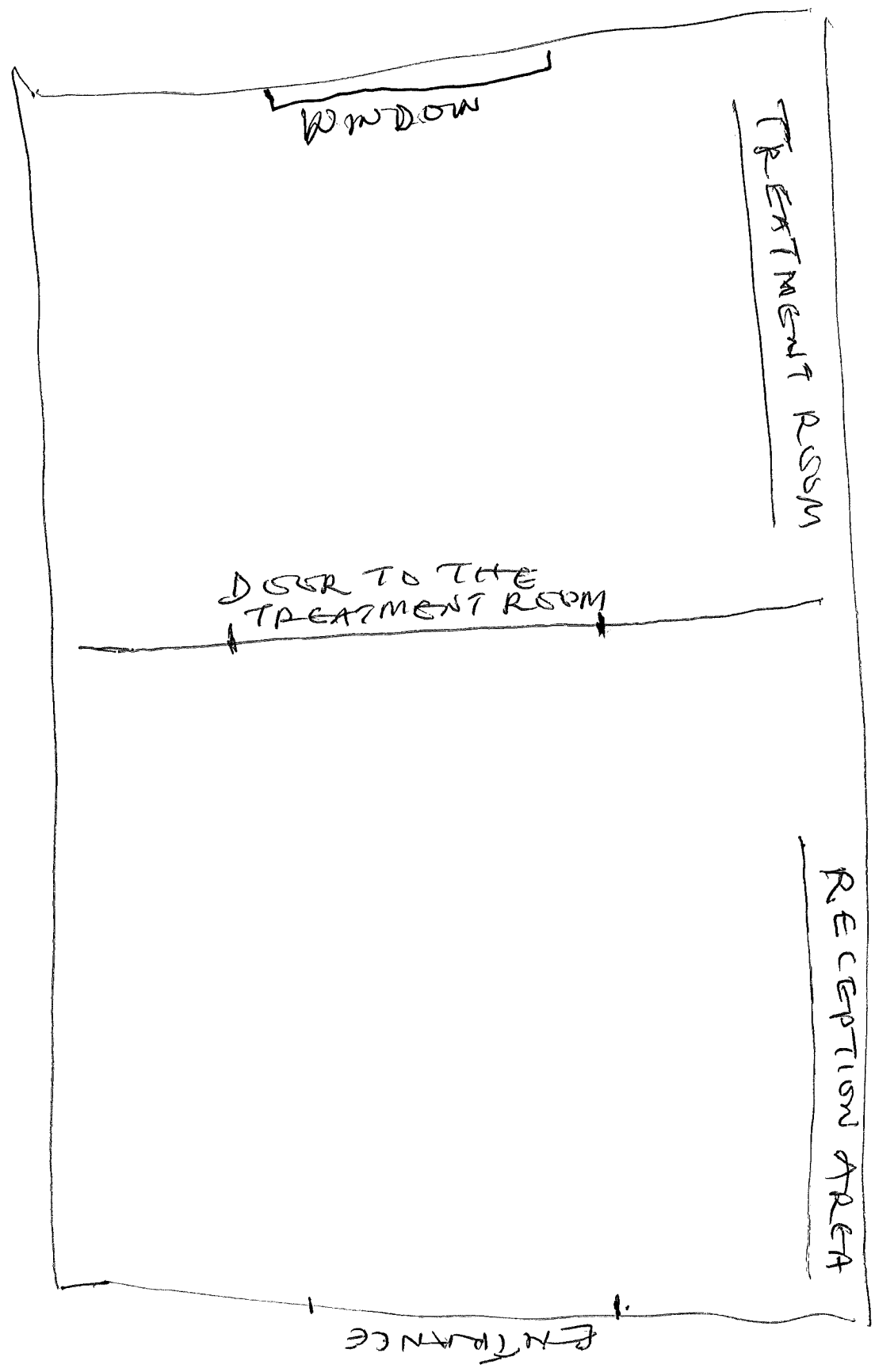
Mr. Skluzacek made a motion to approve 2023-58, the Special Use Permit to allow a massage establishment with the following staff conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
  - A. Application (Kudayisi, received 3/29/23)
  - B. Floor Plan (Kudayisi, received 3/29/23)
2. A license for massage establishments is required. The petitioner must comply with the Massage Establishment License requirements.
3. The petitioner shall address all of the review comments and requirements of the Community Development, Fire Rescue and Police Departments.

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



SITE PLAN





**Agenda Item No: 14**

**City Council  
Agenda Supplement**


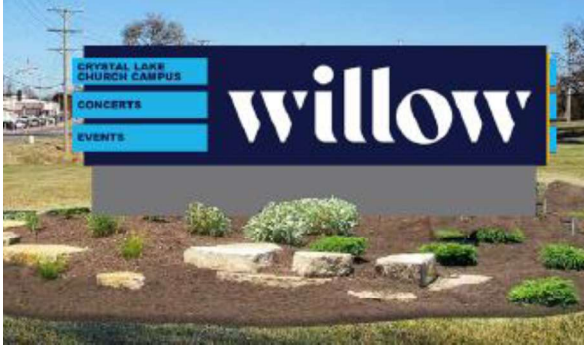
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<b><u>Meeting Date:</u></b>	May 16, 2023
<b><u>Item:</u></b>	REPORT OF THE PLANNING & ZONING COMMISSION
<b><u>Request:</u></b>	Special Use Permit Amendment and Variation to allow a new freestanding sign that exceeds the square footage requirement
<b><u>Petitioner:</u></b>	Crystal Lake Main Street, LLC, petitioners 100 S. Main Street (Willow Creek Community Church)
<b><u>PZC Recommendation:</u></b>	To deny Special Use Permit Amendment and Variation for a freestanding sign at 100 S. Main Street (Willow Creek Community Church).
<b><u>Staff Contact:</u></b>	Kathryn Cowlin, Director of Community Development Katie Rivard, Assistant City Planner

---

**Background:**

- **Request:** The petitioners are requesting to replace the existing freestanding sign with a new, larger freestanding sign in the same location. The proposed freestanding sign exceeds the square footage requirements for freestanding signs for religious establishments.
- **Land Use:** The Comprehensive Land Use map shows the area as Mixed-Use. A religious establishment use fits within the live, work, play goals for Mixed-Use.
- **Zoning:** The site is zoned M Manufacturing. Religious establishments are allowed per Special Use Permit.
- The petitioners are requesting to replace the existing freestanding sign along Main Street with a new freestanding sign that exceeds the maximum allowable square footage for a religious establishment. The proposed sign is approximately 49.8 square feet in sign area and 7.5 feet in height (including the 30-inch high berm).
- Religious establishments are permitted one freestanding sign up to 32 square feet in sign area and 8 feet in height. Willow Creek Community Church received a Special Use Permit, Ordinance #7212 in 2016; and, Condition #2 of the approval requires all signage to meet the requirements of the UDO.

<u>EXISTING</u>	<u>PROPOSED</u>
	
35.5 square feet   6.25 feet tall	49.8 square feet   7.5 feet tall

- Willow Creek utilized the existing sign located at the property, a copy change is allowed for non-conforming signs, which is why the existing sign is greater than the UDO allowance.

**PZC Highlights:**

- The petitioners spoke to the variation standards and explained their justifications for the requested variation. They would like to update their facility and include the Church’s name and information on the sign. They noted it would improve the curb appeal and include additional landscaping. They stated that at 32 square feet, the proposed sign design and information would not be visible especially with the 40mph speed limit on Main Street.
- A majority of the PZC was not supportive of the request. They felt the petitioners were creating the hardship and were not in favor to the increase in sign area to an already non-conforming sign. They felt it does not meet the variation standards, and they were inclined to keep within the ordinance. However, the PZC was supportive of the Church and their commitment and dedication to the community.
- A motion to approve was made, but the motion failed as there was no second. The PZC then recommended to deny and the motion passed 4-1.

The PZC recommended **denial (4-1)** of the petitioners’ request. If the Council makes a motion to approve the Special Use Permit Amendment and the Variation, the following conditions are recommended:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
  - a. Application (Crystal Lake Main Street, LLC, date signed 03/07/2023, received 03/10/2023)
  - b. Sign Plans (IC Signs & Graphics, dated 02/08/2023, received 03/10/2023)
2. The Petitioner shall provide landscaping around the base of the sign as required by Section 4-400 of the Unified Development Ordinance.

3. All conditions from the original SUP Ordinance and subsequent Ordinances shall remain valid, as applicable, unless specifically modified by this request.
4. The Petitioner shall address all of the review comments and requirements of the Community Development.

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



## **Acknowledgement Form**

Regarding the Special Use Permit Amendment and Variation at Willow Creek Community Church at 100 S. Main Street. 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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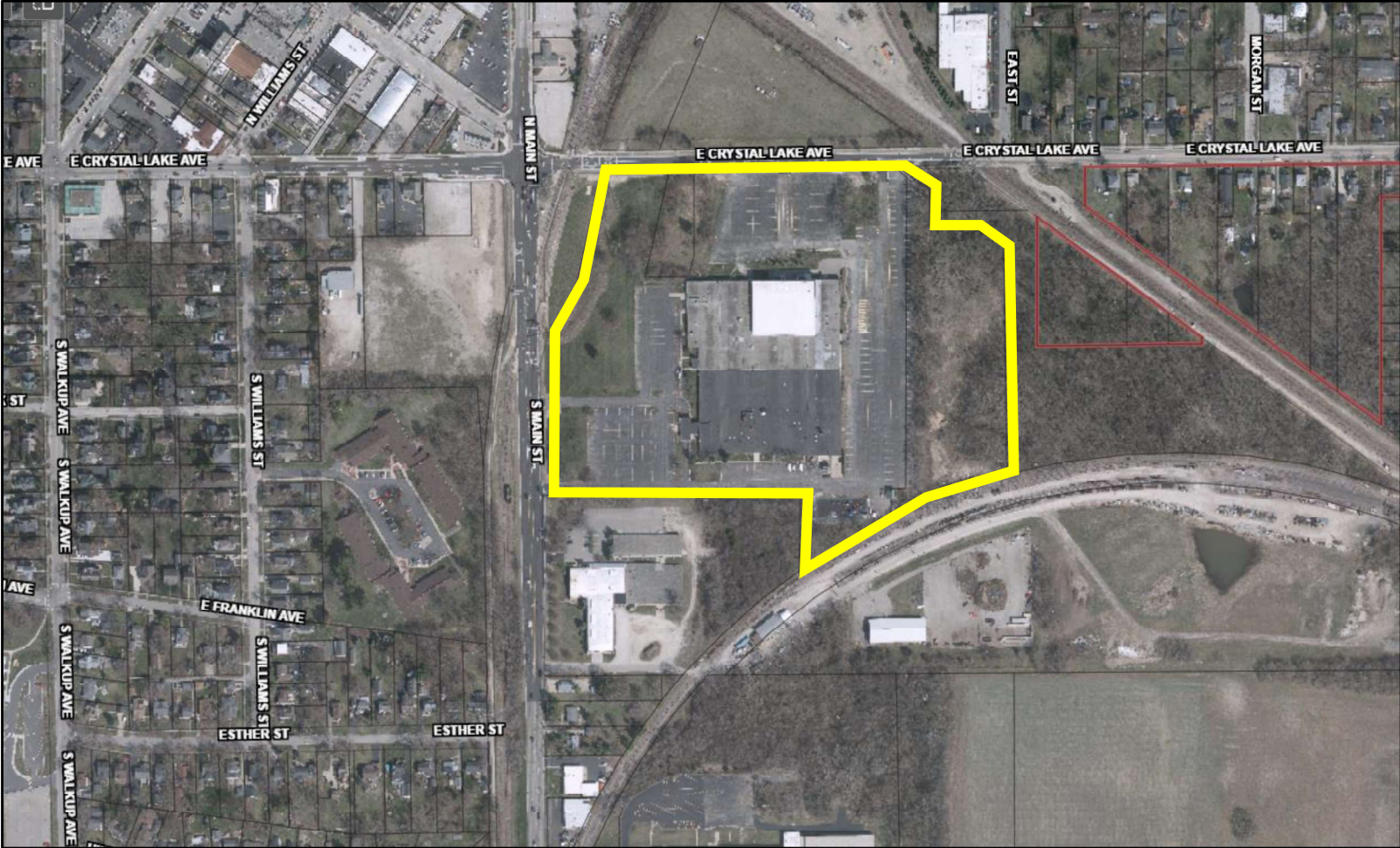
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Petitioner's Name: *Matt Sundstedt* Date: May 10, 2023  
Matt Sundstedt (May 10, 2023 16:15 CDT)  
Signature

### **Recommended Conditions:**

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
  - A. Application (Crystal Lake Main Street, LLC, date signed 03/07/2023, received 03/10/2023)
  - B. Sign Plans (IC Signs & Graphics, dated 02/08/2023, received 03/10/2023)
2. The Petitioner shall provide landscaping around the base of the sign as required by Section 4-400 of the Unified Development Ordinance.
3. All conditions from the original SUP Ordinance and subsequent Ordinances shall remain valid, as applicable, unless specifically modified by this request.
4. The Petitioner shall address all of the review comments and requirements of the Community Development.

PIQ Map  
100 S. Main Street





**The City of Crystal Lake Illinois**

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT AMENDMENT AND VARIATION  
FOR WILLOW CREEK COMMUNITY CHURCH  
AT 100 S. MAIN STREET**

WHEREAS, pursuant to the terms of a Petition (File #PLN-2023-042) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested a Special Use Permit Amendment and Variation to allow a new freestanding sign that exceeds the square footage requirement for Willow Creek Community Church at 100 S. Main Street; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on April 14, 2023 in the Northwest Herald, held a public hearing at 7:00 p.m., on May 3, 2023 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Special Use Permit Amendment and Variation; and

WHEREAS, on May 3, 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 Special Use Permit Amendment and Variation be denied, as documented in the minutes, and

WHEREAS, it is in the best interests of the CITY OF CRYSTAL LAKE that the Special Use Permit Amendment and Variation 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 Special Use Permit Amendment and Variation to allow a new freestanding sign that exceeds the square footage requirement for Willow Creek Community Church at 100 S. Main Street 19-04-101-017), Crystal Lake, Illinois is hereby approved.

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

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
  - a. Application (Crystal Lake Main Street, LLC, date signed 03/07/2023, received 03/10/2023)

- b. Sign Plans (IC Signs & Graphics, dated 02/08/2023, received 03/10/2023)
2. The Petitioner shall provide landscaping around the base of the sign as required by Section 4-400 of the Unified Development Ordinance.
  3. All conditions from the original PUD Ordinance and subsequent Ordinances shall remain valid, as applicable, unless specifically modified by this request.
  4. The Petitioner shall address all of the review comments and requirements of the Community Development.

Section III: That the City Clerk be and is hereby directed to amend all pertinent records of the City of Crystal Lake to show the issuance of a Special Use Permit Amendment and 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 16<sup>th</sup> day of May, 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: May 3, 2023  
Approved: May 3, 2023





**#2023-42**

**Special Use Permit Amendment and Variation for Willow Creek Community Church Freestanding Sign  
Project Review for Planning and Zoning Commission**

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<b><u>Meeting Date:</u></b>	May 3, 2023
<b><u>Zoning Requests:</u></b>	Special Use Permit Amendment and Variation to allow a new freestanding sign that exceeds the square footage requirement.
<b><u>Location:</u></b>	100 S. Main Street
<b><u>Size:</u></b>	Approximately 25 acres / 193,000 square-foot building
<b><u>Existing Zoning:</u></b>	M Manufacturing
<b><u>Surrounding Properties:</u></b>	North: M Manufacturing and B-4 Mixed-Use Business South: M PUD Manufacturing and E Estate East: M Manufacturing, McHenry County "A1" Agriculture and "R1" Single-Family Residential, and Metra Union Pacific Northwest (UP-NW) Train Line West: B-4 Mixed Use Business and R-3B PUD Multi-Family Residential
<b><u>Staff Contact:</u></b>	Katie Rivard (815.356.3612)

---

**Background:**

- **Existing Use:** The existing use is the Willow Creek Community Church.
- **Development History:**
  - In 2016, Willow Creek Community Church received a Special Use Permit to allow their operation as a religious establishment at the subject property.


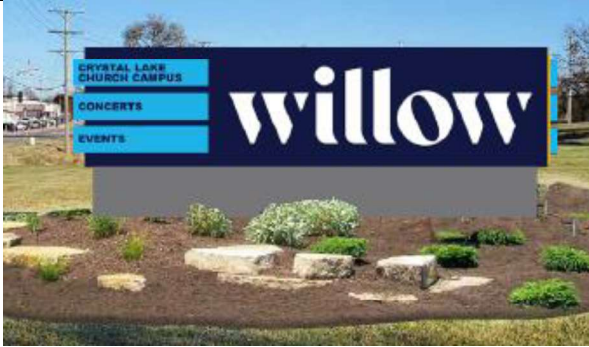
**Development Analysis:**

**General:**

- **Request:** Special Use Permit Amendment and variation to allow a new freestanding sign that exceeds the square footage requirement.
- **Land Use:** The Comprehensive Land Use map shows the area as Mixed-Use. A religious establishment use fits within the live, work, play goals for Mixed-Use.
- **Zoning:** The site is zoned M Manufacturing. Religious establishments are allowed per Special Use Permit.

**Request Overview:**

- Willow Creek has an existing freestanding sign located near their Main Street entrance. Willow Creek is seeking to replace the existing sign with a new, larger freestanding sign to display their new logo and updated information.

<b><u>EXISTING</u></b>	<b><u>PROPOSED</u></b>
	
<p align="center"><b>35.5 square feet 6.25 feet tall</b></p>	<p align="center"><b>49.8 square feet 7.5 feet tall</b></p>

- The proposed freestanding sign is approximately 49.8 square feet in sign area and 7.5 feet in height. The overall height includes the 30-inch high berm.
- Per the UDO, the height of a sign shall be measured from normal grade at the base of the sign to the highest point of the sign support structure, sign embellishment or sign copy, whichever is highest.
- Religious establishments are allowed one freestanding sign up to 32 square feet in sign area and 8 feet in height. Per Special Use Permit Ordinance #7212, Condition #2 requires that all signage meet the requirements of the UDO.

- All permanent freestanding signs are required to have one square foot of landscape area per one square foot of sign area around the base of the sign. At least 50% of the landscape area must be a mix of small deciduous trees, medium evergreen trees, ornamental trees and shrubs. The remaining area shall consist of annual and perennial flowers and ground cover.

**Findings of Fact:**

**SPECIAL USE PERMIT AMENDMENT**

The petitioner is requesting approval of an amendment to a Special Use Permit to allow a new freestanding sign that exceeds the square footage requirements. A Special Use requires separate review because of the 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*

#### ZONING ORDINANCE VARIATIONS

The petitioner is requesting a variation from Article 4 to allow a freestanding sign that exceeds the square footage requirement.

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, the following conditions are recommended:

- 1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
  - A. Application (Crystal Lake Main Street, LLC, date signed 03/07/2023, received 03/10/2023)
  - B. Sign Plans (IC Signs & Graphics, dated 02/08/2023, received 03/10/2023)
  
- 2. The Petitioner shall provide landscaping around the base of the sign as required by Section 4-400 of the Unified Development Ordinance.
  
- 3. All conditions from the original PUD Ordinance and subsequent Ordinances shall remain valid, as applicable, unless specifically modified by this request.
  
- 4. The Petitioner shall address all of the review comments and requirements of the Community Development.



**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: Crystal Lake Main Street, LLC

Address: 67 Algonquin Rd, South Barrington, IL 60010

Phone: 847-765-5000

E-mail: matt.sundstedt@willowcreek.org

Project Name & Description: Installation of new sign on property.  
New signage is needed to display our new logo and  
updated information.

Project Address/Location: 100 S. Main Street, Crystal Lake, IL 60012

Signature *Matt Sundstedt*

Matt Sundstedt

Owner: Print and Sign name

3/7/2023

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.

Mr. Gronow asked if the rooms were the same size. The petitioner responded yes, the rooms will remain as they are now. Mr. Gronow asked how many windows there were. The petitioner said there are two windows. Mr. Gronow asked if there was a more detailed floorplan. Ms. Maxwell noted this is an existing space.

Ms. Teetsov asked if he is the sole practitioner. The petitioner responded yes.

Ms. Repholz stated she has no comments and this is an appropriate land use for the property.

Mr. Greenman noted his questions had been addressed and he has no concerns. He welcomed the petitioner and wished his business well.

Mr. Greenman said this meets the Findings of Fact.

Mr. Skluzacek made a motion to approve 2023-58, the Special Use Permit to allow a massage establishment with the following staff conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
  - A. Application (Kudayisi, received 3/29/23)
  - B. Floor Plan (Kudayisi, received 3/29/23)
2. A license for massage establishments is required. The petitioner must comply with the Massage Establishment License requirements.
3. The petitioner shall address all of the review comments and requirements of the Community Development, Fire Rescue and Police Departments.

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

**2023-42 – 100 S. MAIN STREET – SPECIAL USE PERMIT AMENDMENT AND VARIATION** –  
Special Use Permit Amendment to allow a new freestanding sign with a variation from the maximum square footage for sign area.

Mr. Matt Sundstedt, Executive Pastor of Operations for Willow Creek Church, and Mr. Cory Hock, IC Signs and Graphics, were present to represent the petition. Mr. Sundstedt stated that Willow Creek has been in the community for 20 years. They are looking to freshen up the facility and want the Church's name and information on the sign. They want better curb appeal. Mr. Hock stated they have this sign at the Huntley location as well. Willow Creek wants a uniform look. Mr. Greenman asked if they agreed to the conditions of approval. Mr. Sundstedt responded yes.

Staff summarized the Special Use Permit and Variation request. Staff presented and discussed the differences in the existing sign and proposed sign.

Mr. Greenman opened the public hearing. There being no one who wished to speak, he closed the public hearing and turned it over to the commissioners.

Mr. Greenman noted the Special Use Permit and Variation standards and asked the petitioners to identify their hardship. Mr. Hock stated the hardship is the design has three flags and at 32 square feet it makes the wording becomes not visible. He noted the speed limit of 40 mph makes it hard to read the letters. The proposed size would be cleaner and not blurry. It would be clean and elegant looking. The differences in the inches of the letters makes a big difference. Mr. Sundstedt stated the flags are really important to them.

Ms. Teetsov stated she is struggling with the hardship. She noted that other petitioners have come before the PZC with challenges from a business lens. She is in full support of their support of the community. She stated she is inclined to keep within the ordinance, especially with the proximity to Downtown. She asked if the sign was back-lit. Mr. Hock stated yes and shared a picture of the sign from the Huntley location.

Ms. Repholz stated they are always looking to have the hardship defined. The percentage increase in area feels proportional to the space it occupies. She stated sign is informational and she is in support.

Mr. Skluzacek asked about the sign area and how it is calculated. Staff clarified how the square footage is calculated. Mr. Hock responded that every village has its own way of determining the square footage. The actual advertising is approximately 35 square feet without the backing. Mr. Sundstedt discussed the size of the sign in relation to the size of the property.

Mr. Gronow asked if the current sign was ground-lit. Mr. Hock responded yes. Mr. Gronow stated he understands what they are trying to do, but there is a challenge with the hardship. He agrees with Ms. Repholz on the size comparison, but they are still dealing with the Ordinance. There was discussion on the letter and logo heights. Mr. Hock spoke to the height of the “W” on the sign being 9”-10” in height and the new “W” being 15”. Mr. Gronow asked if there was any way to bring the size down. Mr. Hock stated the flag pieces will get lost.

Mr. Greenman stated he likes the sign and promoting services. He spoke to the proposed design of the building in the past and how excited he was to see those improvements. He stated he is hard-pressed to find a hardship. He stated this is a 38 percent increase in an already non-conforming sign. The Commission has to be consistent. He stated the petitioners are creating the hardship by defining the size to promote services on-site. He stated it does not align with the how the variation process is set-up and what constitutes a variation from a planning prospect. Mr. Sundstedt noted they want to communicate to the community to what they are trying to do. Mr. Greenman reiterated they are creating the hardship.

Mr. Gronow asked about the Huntley sign. Mr. Hock stated it is a much larger sign at 24-26’ wide. Mr. Sundstedt stated this is an opportunity to clean the sign up and give something much better looking to the community. It is not very attractive and currently has no landscaping.

Ms. Repholz said the existing sign is attractive and suggested they use it inside as art.



Ms. Repholz made a motion to approve 2023-42 Special Use Permit Amendment and Variation to allow a new freestanding sign with a variation from the maximum square footage for sign area with the following staff conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
  - A. Application (Crystal Lake Main Street, LLC, date signed 03/07/2023, received 03/10/2023)
  - B. Sign Plans (IC Signs & Graphics, dated 02/08/2023, received 03/10/2023)
2. The Petitioner shall provide landscaping around the base of the sign as required by Section 4-400 of the Unified Development Ordinance.
3. All conditions from the original PUD Ordinance and subsequent Ordinances shall remain valid, as applicable, unless specifically modified by this request.
4. The Petitioner shall address all of the review comments and requirements of the Community Development.

No other commission member made a second to the motion. Mr. Greenman stated the motion died with no second.

Mr. Gronow made a motion to deny 2023-42 Special Use Permit Amendment to allow a new freestanding sign with a variation from the maximum square footage for sign area.

Ms. Teetsov seconded the motion. On roll call Members Gronow, Skluzacek, Teetsov and Greenman voted aye. Member Repholz voted no. Motion denied 4-1.

Mr. Greenman explained the process moving forward. He stated his yes vote on denial has nothing to do with the services provided. He appreciates what they do, but from a planning perspective he cannot support the sign. He noted his responsibility is to follow the guidelines. He noted that no one on the Commission voting against what they do every day.

### **REPORT FROM PLANNING**

Staff noted the items that were recently approved by the City Council and the upcoming items on the next PZC meeting.

### **COMMENTS FROM THE COMMISSION**

Ms. Teetsov noticed the development at Crystal Lake and Main Street that there are only black windows on the first floor, but they thought they were supposed to be all of the windows. Ms. Maxwell stated that staff will look into it. Ms. Teetsov also asked about any updates of the tourist homes text amendment. Ms. Maxwell explained the outcome of the approved text amendment.

### **ADJOURNMENT**

Mr. Gronow made a motion to adjourn the meeting. Mr. Skluzacek seconded the motion. On voice vote, all members voted aye. The meeting was adjourned at 7:37 p.m.

Client Signature Approval \_\_\_\_\_

Client Print Name \_\_\_\_\_

Date \_\_\_\_\_

Artwork is APPROVED Proceed with order

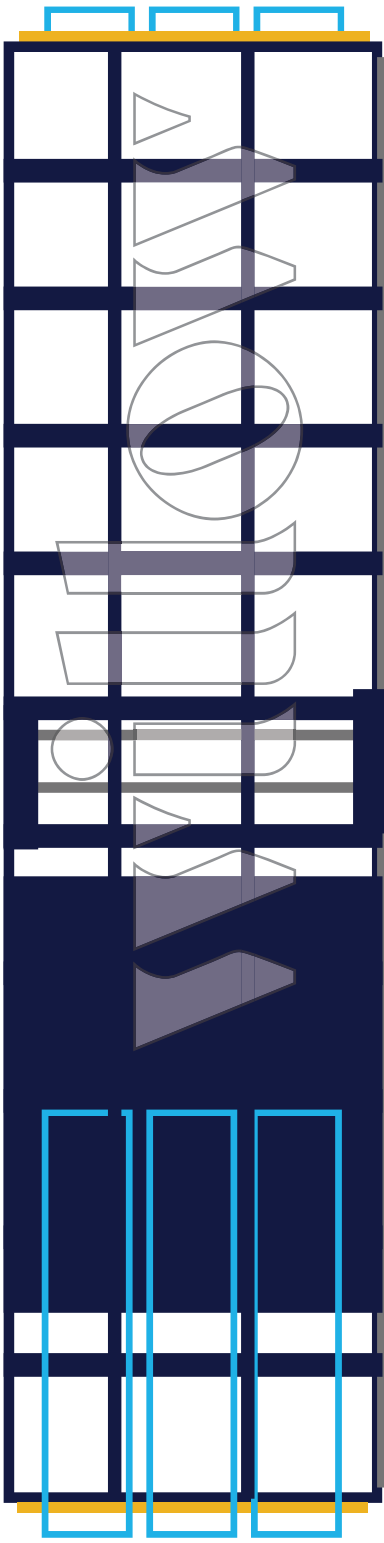
Make Changes & send NEW Proof

Make Changes & Proceed with order

welded Skeloton Structure wrapped in 080 Alum Sheet Panels  
Shoebox Lid wrapped / hardware mounting top/bottom/sides

Saddle Mounts for Poles Welded To Structure  
Approx 10" ea

Internally Lit  
3 Tag Cabinets  
w/ Text only Lit  
as Push Thru  
per Sample



Willow lettering:  
Internally Lit - Backlit Halo  
against background Lighting

Landscaping area - berm 30" H

concrete foundation  
36" W  
x 6ft Deep  
10" Dia Steel Pole  
3/16" Thickness Min



417 Sheridan Rd.  
Highwood, IL 60040  
O: 708-669-7177 C: 630-313-0286  
E: Cory@icsignsinc.com  
W: www.icsignsinc.com



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Per Code Allowed 50 sq ft

Job Name: Willow CL	Contact: Matt
Location: Crystal Lake IL	
Date: 2-8-2023	Manufacturer: IC Signs & Graphics Inc.
Design By: CLH	Sales Person: CLH
	FINAL Drawing #: Per Code



Client Signature Approval \_\_\_\_\_

Client Print Name \_\_\_\_\_

Date \_\_\_\_\_

Artwork is APPROVED  
Proceed with order

Make Changes  
& send NEW Proof

Make Changes  
& Proceed with order

49.8 sq ft  
(50 max)

(3) List words = 3.75" H per line  
Lite Blue Boxes 48" W x 9.25" H  
Push Thru Style LED Lit  
w/ 3M Trans vinyl - Electric Blue (3630-27)

170" W

willow = 106" x 27.5" overall  
2-3" Deep - Halo backlit white led

CRYSTAL LAKE  
CHURCH CAMPUS

CONCERTS

EVENTS

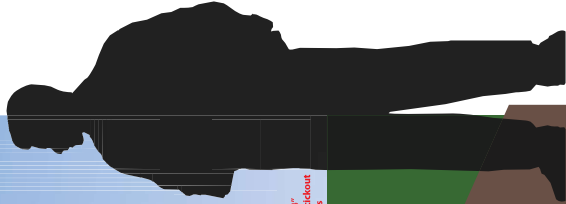
42" H

(1-2) Saddle Mounts for Poles  
Approx 6-8" ea dia  
18" H  
Pole skirt

Notes:  
- Halo Backlit  
- 27.5" H overall

# willow

Notes:  
- Approx 4"  
Flags Stickout  
on sides



Site: CL

Landscaping area - berm 30" H



417 Sheridan Rd.  
Highwood, IL 60040  
O: 708-669-7177 C: 630-313-0286  
E: Cory@icsignsinc.com  
W: www.icsignsinc.com



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Per Code Allowed 50 sq ft

Job Name: Willow CL Contact: Matt

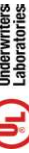
Location: Crystal Lake IL

Date: 2-8-2023

Manufacturer: IC Signs & Graphics Inc.

Sales Person: CLH

Design By: CLH



Drawing #: Per Code

Client Signature Approval \_\_\_\_\_

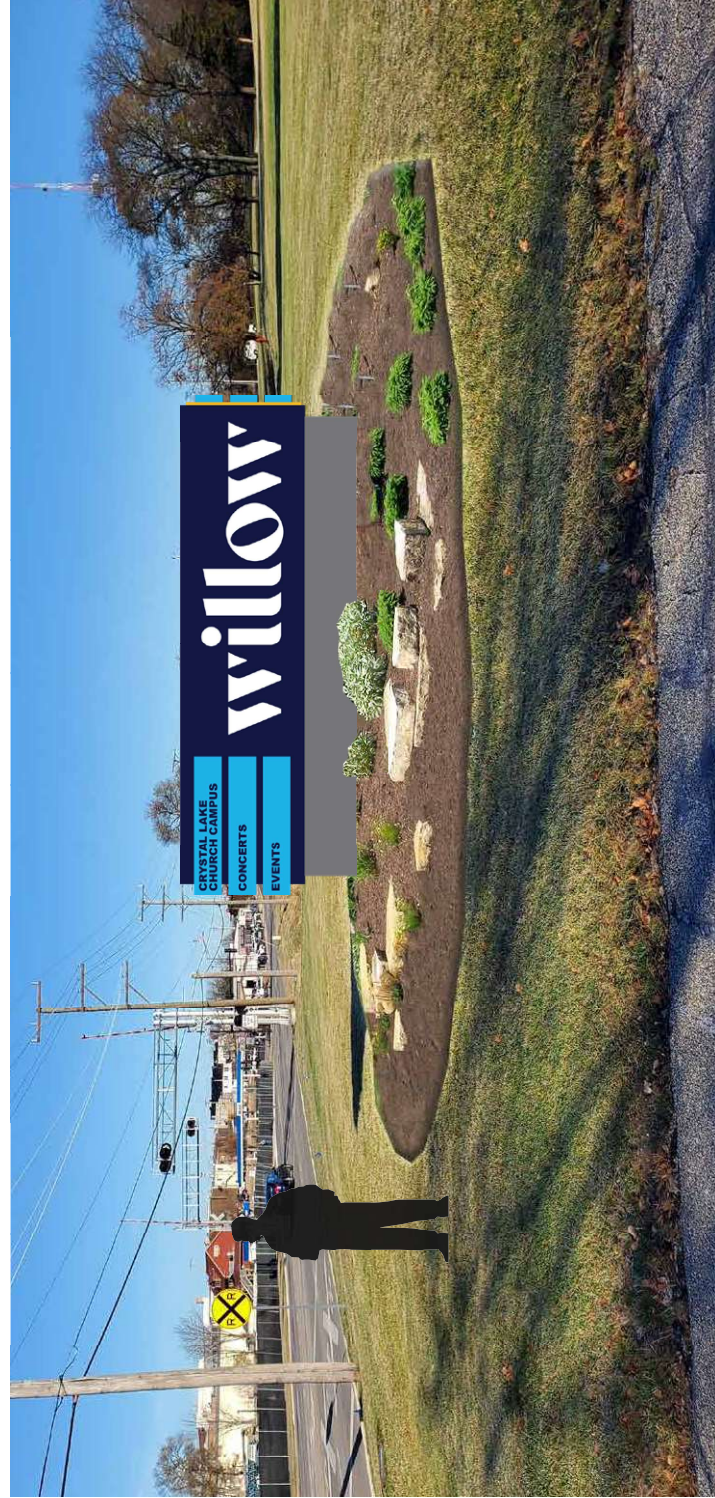
Client Print Name \_\_\_\_\_

Date \_\_\_\_\_

Artwork is APPROVED  
Proceed with order

Make Changes  
& send NEW Proof

Make Changes  
& Proceed with order



Current sign is:  
10ft W x 3.5ft H

49.8 sq ft  
(50 max)

(3) List words = 3.75" H per line  
Lite Blue Boxes 48" W x 9.25" H  
Push Thru Style LED Lit  
w/ 3M Trans Vinyl - Electric Blue (3630-27)

170" W

willow = 106" x 27.5" overall  
2-3" Deep - Halo backlit white led

42" H

CRYSTAL LAKE  
CHURCH CAMPUS  
CONCERTS  
EVENTS

willow

18" H  
Pole skirt  
(1-2) Saddle Mounts for Poles  
Approx 6-8" dia

Landscaping area - berm 30" H

Site: CL

3 Listed Words



Willow = Example Lighting Style



Per Code Allowed 50 sq ft



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Job Name: Willow CL Contact: Matt

Location: Crystal Lake IL

Date: 2-8-2023

Design By: CLH

Manufacturer: IC Signs & Graphics Inc.

Underwriters Laboratories

Sales Person: CLH  
FINAL  
Per Code



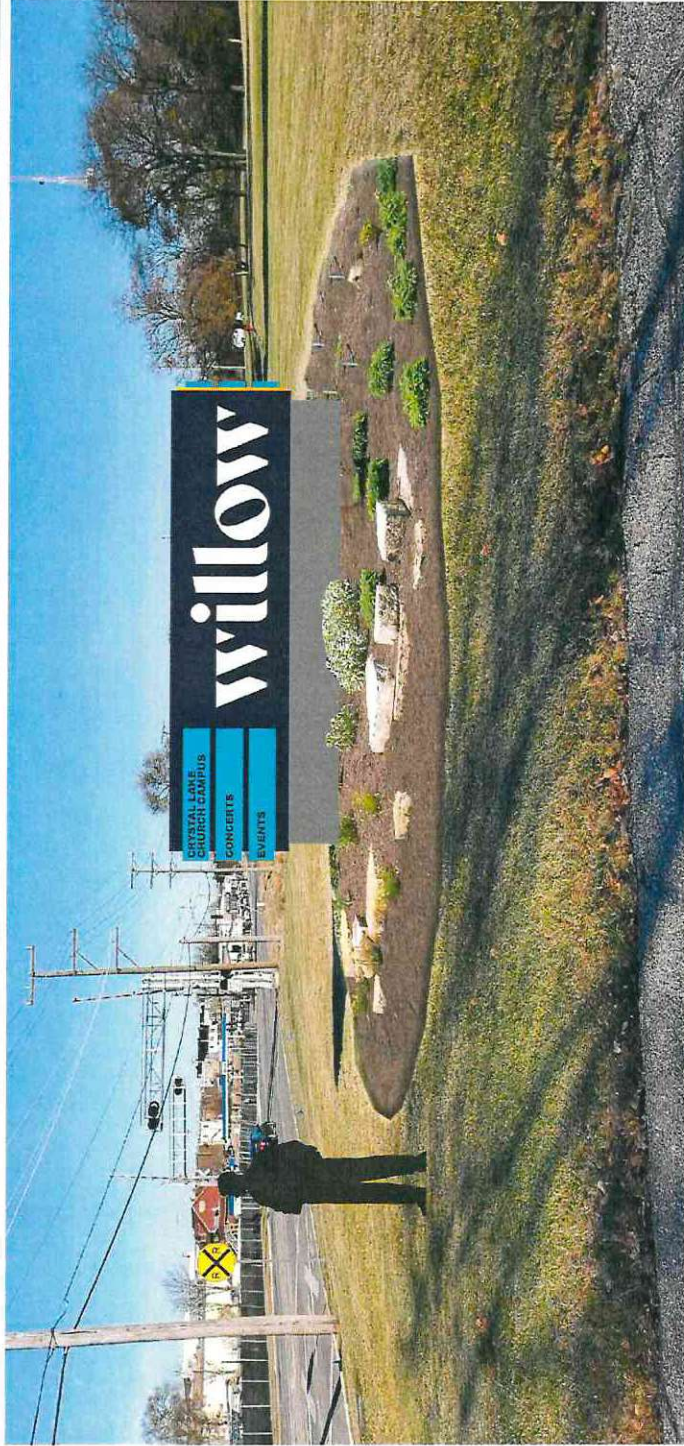
*West Signs* Matt Sundstedt 2/1/23

Client Signature Approval \_\_\_\_\_ Client Print Name \_\_\_\_\_ Date \_\_\_\_\_

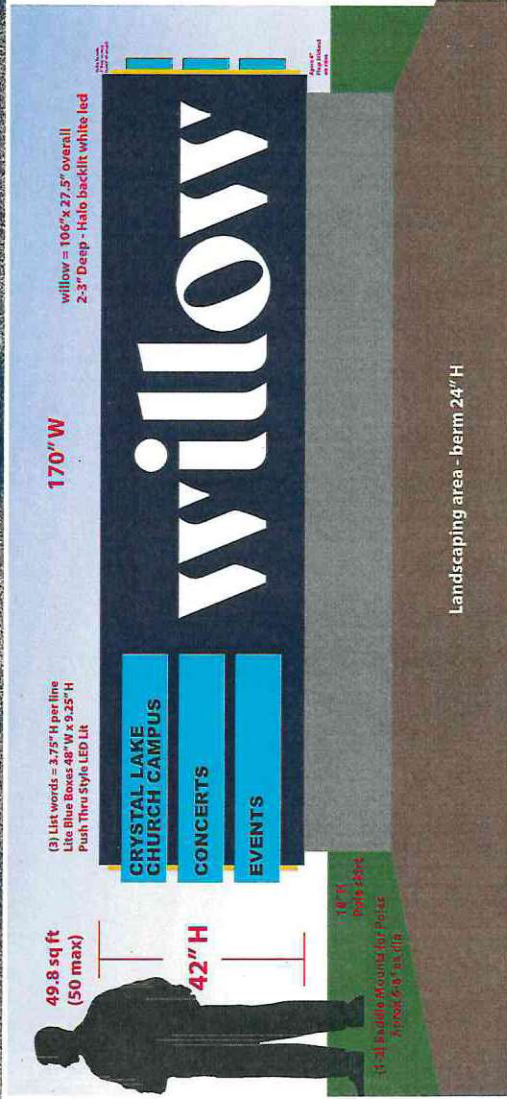
Artwork is APPROVED  
Proceed with order

Make Changes  
& send NEW Proof

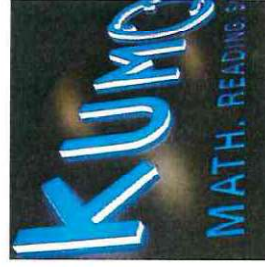
Make Changes  
& Proceed with order



Current sign is:  
10ft W x 3.5ft H



3 Listed Words



Willow = Example Lighting Style



Per Code Allowed 50 sq ft

Job Name: Willow CL		Contact: Matt	
Location: Crystal Lake IL			
Date: 12-20-22	Manufacturer: IC Signs & Graphics Inc.		Sales Person: CLH
Design By: CLH	Underwriters Laboratories 		Drawing #: VER 1 per code

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**CELEBRATING 10 YEARS ANNIVERSARY**

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**IC Signs & Graphics**  
"Your Eye For Creative Sign Solutions"





## Agenda Item No: 15

### City Council Agenda Supplement

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<b>Meeting Date:</b>	May 16, 2023
<b>Item:</b>	Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and approving the purchase of Archer 1200 Anti-Vehicle Barriers and associated equipment from Meridian Rapid Defense Group
<b>Staff Recommendation:</b>	A motion approving the ordinance waiving competitive bidding for the purchase of Archer 1200 Anti-Vehicle Barriers and associated equipment from Meridian Rapid Defense Group to assist the Crystal Lake Police Department with safety and security at special events within the City of Crystal Lake
<b>Staff Contact:</b>	James Black, Chief of Police Jodie Hartman, Director of Finance

---

#### **Background:**

The Police Department is seeking authorization to purchase deployable steel barriers to be used during special events or critical incidents as a solution against vehicle intrusions and attacks.

The City of Crystal Lake permits numerous public events during the year that utilize public roadways. These range from larger events with thousands of attendees to smaller events with just hundreds of attendees. Unfortunately, incidents continue to occur at an increasing pace across the country, where vehicles are weaponized and used at special events, most recently at a Christmas parade in Waukesha, Wisconsin. As a result of these incidents, the Police Department has taken significant steps to implement security measures to try to ensure the safety of those who attend and participate in special events. Some of these steps have included the increase of manpower for traffic control and reactionary units and the utilization of large trucks from Public Works to shut down entire roadways and/or intersections. These security measures have come at an increased cost.

In reviewing after action reports from other police agencies who have experienced a mass casualty event involving a vehicle, one of the common recommendations is implementation of anti-vehicle barriers. The purchase of anti-vehicle barriers not only increases the security provided at special events by limiting vehicle penetration should someone attempt to drive a vehicle into a secure area, but it will also reduce the costs associated with increased manpower and the utilization of other resources (such as large trucks from Public Works). It will also address citizens' concerns.

As a response, the Police Department started researching available security measures to prevent a vehicle attack or even an accident where someone drives into a special event or parade route by mistake. Meridian Rapid Defense Group has developed an anti-vehicle barrier system which has been tested and proven across the country. Both large and small cities/agencies have deployed the system with success. Locally, Cary deployed the barriers across Northwest Highway for a parade occurring in their town in 2022 (see attached photo).

The Archer 1200 Anti-Vehicle Barriers and associated equipment have been qualified as anti-terrorism technology by the US Department of Homeland Security. The barriers provide drop and stop convenience with no heavy equipment needed to deploy them. They can be utilized as a primary security system for entry points, roadways, and perimeters. The associated equipment with the barriers allows for one trained person to deploy 8 barriers in under 10 minutes. In terms of efficiency, unbolted (not fixed to the surface) units can stop a vehicle traveling 30 miles per hour within 14 feet.

### **Sole Source Determination**

The Police Department is requesting approval to enter into a purchase agreement with Meridian Rapid Defense Group, as a sole source provider, for the purchase of 8 Archer 1200 Anti-Vehicle Barriers, 1 Archer Hauler, 2 Archer Field Tow Bars, 7 four foot Arrestor Cables, 2 ten foot Arrestor Cables, 1 Archer Trailer to transport the barriers, and certified training.

While other barrier systems are available, the Archer 1200 Barrier, manufactured and sold exclusively by Meridian Rapid Defense Group is unique for the following reasons:

- Fabricated of high strength steel made in the United States
- Non-electric, non-hydraulic design
- Ballistic rated for armor piercing NATO rounds up to .50 caliber ballistic rounds
- Unanchored stopping power certified to US DOD (Department of Defense)
- Unbolted units stop a vehicle traveling 30 mph within 14 feet
- Movable wheels for barrier deployment and locked in up position for stationary placement and fast installation
- Pivots on wheels with Archer Hauler or Archer Tow Bar connectors
- Can be connected as a barrier system with 4 foot or 10 foot Arrestor Cables.

Meridian Rapid Defense Group is the creator, manufacturer, and patent holder of these products. Meridian also maintains a local presence in Wauconda which stocks a number of Archer 1200 Anti-Vehicle Barriers which can be made available and rapidly deployed to the City in the event that one or more of the barriers is damaged and requires repair. The police department has also researched similar products, however, those products are modular in nature, do not allow for pedestrian movement, and do not meet the City's current needs. The Police Department has reached out to K12 Defense in Mesa Arizona. K12's website suggests that it may be also be vendor of Meridian's Archer Anti-Vehicle 1200 Barrier, but the website indicates that its service is limited Arizona.

The Police Department is recommending the purchase of the Archer 1200 Anti-Vehicle Barriers and associated equipment from Meridian Rapid Defense Group, as the sole source provider, for the quoted cost of \$94,000. Sufficient funds are budgeted in the FY 23/24 budget for this purchase.



City legal staff has reviewed the agreement.

**Votes Required to Pass:**

A vote of two-thirds of the Council members holding office is required to waive competitive bidding. Consequently, four affirmative votes of Council members are required for adoption of the attached ordinance.

Ordinance No. \_\_\_\_\_

File No. \_\_\_\_\_



**The City of Crystal Lake Illinois**

**AN ORDINANCE APPROVING THE WAIVER OF COMPETITIVE BIDDING FOR THE PURCHASE OF ARCHER 1200 ANTI-VEHICLE BARRIERS AND ASSOCIATED EQUIPEMENT FROM MERIDIAN RAPID DEFENSE GROUP**

**WHEREAS**, it is in the best interest of the City to waive competitive bidding and purchase Archer 1200 Anti-Vehicle Barriers and associated equipment from Meridian Rapid Defense Group in the amount of \$94,000; and

**WHEREAS**, sufficient funds have been budgeted for this purchase in the approved Fiscal Year 2023/2024 budget.

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

**SECTION 1: Incorporation of Recitals.** The foregoing recitals are incorporated into and made a part of this Ordinance as if fully set forth.

**SECTION 2: Waiver of the Competitive Bidding and authorization to purchase Archer 1200 Anti-Vehicle Barriers and associated equipment from Meridian Rapid Defense Group.**

The City Manager is hereby authorized to purchase Archer 1200 Anti-Vehicle barriers and associated equipment in the amount of \$94,000, without the necessity of seeking competitive bids.

**SECTION 3: Effective Date.** This Ordinance shall be in full force and effect following its passage, approval, and publication in pamphlet form in the manner provided by law.

DATED this 16<sup>th</sup> day of May, 2023.

APPROVED:

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Haig Haleblian, MAYOR

ATTEST:

---

Nick Kachiroubas, CITY CLERK

PASSED: May 16, 2023

APPROVED: May 16, 2023

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

# Quote

177 E. Colorado Blvd, Suite 200  
 Pasadena, CA 91105  
 +1 8186419802  
 Awalter@meridian-barrier.com



ADDRESS
Commander Lucas Behning Crystal Lake Police Department 100 W. Woodstock Road Crystal Lake, IL 60014

SHIP TO
Commander Lucas Behning Crystal Lake Police Department 100 W. Woodstock Road Crystal Lake, IL 60014

QUOTE #	DATE	EXPIRATION DATE
S-20230419IL-1	04/19/2023	07/19/2023

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
<b>8 Barrier Trailer Kit - GSA</b>	8 Barrier Trailer Kit	1	84,664.34	84,664.34
<b>Archer 1200 Barrier - GSA</b>	Archer 1200 Anti-Vehicle Barrier	8	6,513.75	
<b>Archer Hauler - GSA</b>	Archer Hauler™	1	1,925.18	
<b>Archer Field Tow Bar - GSA</b>	Archer Field Tow Bar	2	574.18	
<b>Arrestor Cable (4ft) - GSA</b>	Arrestor Cable™ (4ft)	7	574.18	
<b>Arrestor Cable (10ft) - GSA</b>	Arrestor Cable™ (10ft)	2	670.68	
<b>Archer 8-Barrier Drop Deck Trailer - GSA</b>	Archer 8-Barrier Drop Deck Trailer	1	24,120.18	
<b>In-Field Installation &amp; Certified Training</b>	In-Field Installation & Certified Training	1	1,495.00	1,495.00T

**PAYMENT TERMS:**  
 Due to high demand levels, your delivery date will be guaranteed with your 50% deposit so that your protection starts when you need it.

<b>SUBTOTAL</b>	86,159.34
<b>TAX</b>	0.00
<b>SHIPPING</b>	7,840.66
<b>TOTAL</b>	<b>USD 94,000.00</b>

Accepted By

Accepted Date





July 22, 2020

To Whom It May Concern:

This is a sole source letter to let you know that the Archer® 1200 Barrier and the Archer® 1200 Trailer Barrier Kit are MERIDIAN® exclusive products that are manufactured and sold by MERIDIAN® Rapid Defense Group, LLC. MERIDIAN® is the creator, manufacturer, and patent holder of these products and we will answer any questions you have about these products and support the application of these products if necessary.

MERIDIAN® also provides all of the in-field training and product improvements to ensure the safety and effectiveness of the Archer® 1200 Barrier.

The Archer® 1200 Barrier is unique for the following reasons:

- fabricated of high strength steel made in the United States
- non-electric, non-hydraulic design
- ballistic rated for armor piercing NATO rounds up to .50 cal. ballistic rounds
- unanchored stopping power certified to US DOD and PAS 68 standards
- unbolted units stop a vehicle traveling at 30 mph within 14 feet
- movable wheels for barrier deployment or locked in up position for stationary placement and fast installation
- pivots on wheels with Archer® Hauler or Archer® Tow Bar connectors
- can be connected as a barrier system with our 4 foot or 10 foot Arrestor Cables

Please feel free to contact Eric Alms, President, with any specific questions or additional requests for information.

Many thanks,

A handwritten signature in black ink, appearing to read 'Eric Alms', is positioned above the typed name.

Eric Alms  
President  
Cell: 626-755-6493  
[éalms@meridian-barrier.com](mailto:éalms@meridian-barrier.com)



## MERIDIAN's SAFETY Act Designations

Awards by the U.S. Department of Homeland Security:

### The SAFETY Act

DESIGNATION as QUALIFIED ANTI-TERRORISM TECHNOLOGY (QATT)

CERTIFICATION for APPROVED PRODUCTS LIST FOR U.S. DEPARTMENT OF HOMELAND SECURITY

**MERIDIAN Rapid Defense Group has been awarded the highest official recognitions, accreditations and approvals by the U.S. Department of Homeland Security (DHS) pursuant to The SAFETY Act.**

The SAFETY Act creates a liability management system for providers of approved anti-terrorism technologies and products. The SAFETY Act protects MERIDIAN, its customers, and users of its products from liabilities for claims arising out of an act of terrorism. In the almost twenty-year history of The SAFETY Act, only about 1000 companies have been granted these invaluable protections backed up by the U.S. Government.



### PRODUCTS

The MERIDIAN products and technology covered by these elite awards are the **Archer 1200 Barrier, Archer Field Tow Bar, and Archer Hauler**. These products and technology form the core of MERIDIAN's anti-terrorist vehicle protections and solutions. Use of these Best-in-Industry MERIDIAN products affords the customer or user the extraordinary SAFETY Act protections from liabilities resulting from acts of terrorism.



### CUSTOMERS

The protections awarded to MERIDIAN under The SAFETY Act extend to and flow down to all MERIDIAN customers, suppliers, vendors, users and others in its supply chain from third party claims related to any act of terrorism as determined by DHS. These protections by the U.S. Federal Government are extended to both U.S. and international customers. They also cover acts of terrorism that occur or originate within or outside of the U.S.



### COVERAGE

The protections are truly extraordinary in substance and process. Customers of MERIDIAN are immune from liability for the use of MERIDIAN DESIGNATED and CERTIFIED products and technology. MERIDIAN's liability is strictly limited to its approved insurance coverage. All claims arising from a terrorist act in any way allegedly involving or impacting MERIDIAN and its products may only be brought in U.S. Federal Courts. All claims for punitive damages and noneconomic damages are barred.

What this means is that MERIDIAN will not be destroyed by either the amount of claims or the costs of defending against such claims. MERIDIAN cannot be forced into faraway courts in another country. MERIDIAN will be there to service and provide to its customers before and after any act of terrorism. And MERIDIAN's customers will also be protected from liability in U.S. Federal Courts with these protections backed up by the obligations of the U.S. Government as established in the formal laws of the U.S. under The SAFETY Act.

MERIDIAN has been specifically authorized by DHS on behalf of the U.S. Government to inform you—the customers, clients, subcontractors, vendors, and users of MERIDIAN's Qualified Anti-Terrorism Technology—that you are immune from liability and claims of liability arising from acts of terrorism. DHS has backed up this message by also specifically authorizing our display of the official marks for DESIGNATION and CERTIFICATIONS under The SAFETY Act as set forth above.



## MERIDIAN AND THE FEDERAL GOVERNMENT

MERIDIAN Rapid Defense Group and its defense, security and safety solutions against vehicle intrusions are exceptionally well-qualified and recognized across a wide spectrum of the federal government. MERIDIAN is the proven and accepted supplier for those eligible for EDA CARES Act financial assistance –namely, state, county, city, and local entities, non-profit organizations, institutions of higher education, and Federally Recognized Tribes.

To summarize MERIDIAN:

- GSA contracted and qualified--#47QSWA19D001F;
- CERTIFICATION as Qualified Anti-Terrorism Technology by the Department of Homeland Security pursuant to The SAFETY Act;
- CERTIFICATIONS for crash test performance, U.S. Department of Defense and European PAS 68;
- Immediate and current deployments in direct response to the COVID 19 crisis. Hospitals, temporary testing, treatment, and medical facilities exposed to concentrated vehicle hazards;
- Multiple federal customers and deployments including military bases;
- Multiple Tier 1 defense, security, and safety deployments with state and local law enforcement, security, and safety agencies, and in conjunction with the Secret Service, FBI and Department of Homeland Security (Rose Bowl, Super Bowl);
- All federal code qualifications and registrations including DUNS 800201159, CAGE 4SP99, NAICA 561612, Registered Vendor iRAPT Defense Threat Reduction Agency, Small Business certified and eligible;
- U.S. and International patents;
- Vast numbers of state and local deployments including police and sheriffs' departments for Chicago, Miami Beach, Fort Lauderdale, Jacksonville, Little Rock, San Jose, Sacramento, and in public higher education Universities of California at Los Angeles, San Diego, Southern California, Tennessee, Southern Methodist and Arizona.





# Archer® 1200 Vehicle Barrier

An unanchored "drop-and-stop" barrier for rapid deployment on roadways and hard surfaces.

Best-in-class for Hostile Vehicle Mitigation (HVM), MERIDIAN's Archer 1200 Vehicle Barriers fill a specific need that is simply unmatched by anything currently on the market. Strength and flexibility make them a vital component of your overall security plan. MERIDIAN's ultimate rapidly deployable Archer 1200 Barrier can augment fixed-in-place HVM (Hostile Vehicle Mitigation) barriers or be utilized as a primary security system for entry points, roadways and perimeters.

## PRODUCT FEATURES

### RAPID DEPLOYMENT, MODULAR DESIGN

Archer 1200 Vehicle Barriers provide drop and stop convenience with no heavy equipment required.

- » Allows for one-person deployment of an 8 barrier trailer kit in under 10 minutes.
- » Permits pedestrian and emergency vehicle access without moving a barrier.
- » Archer Hauler allows for easy movement of barriers by adults of any stature.
- » No maintenance, electricity, hydraulics or batteries required.
- » Full ballistic protection for any armor piercing 50 caliber rounds.

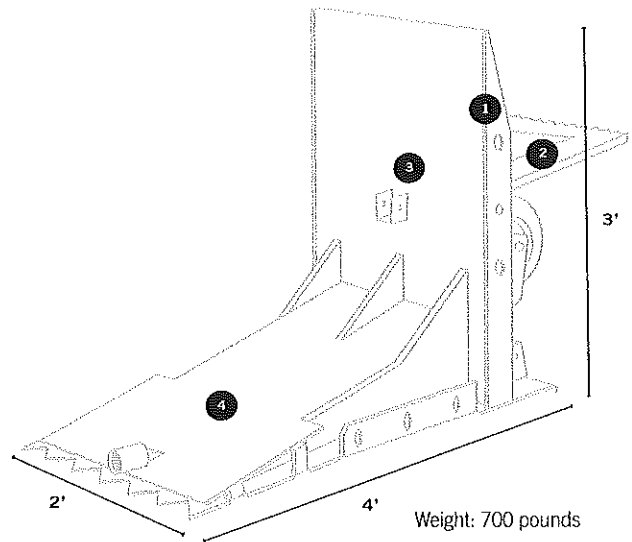
### REUSABLE

Unlike fixed bollards, our barriers are non-lethal to the driver and minimize shrapnel spray. They are 100% reusable after impact and have a lifetime warranty.

### CERTIFICATIONS



### FEATURES & SPECIFICATIONS



1. Archer 1200s can be connected into sets of two or more barriers.
2. Heavy-duty back plates dig in to force barrier into the vehicle.
3. Barriers feature ballistic-rated front plate and back gusset.
4. Ramped front plate levers into vehicle undercarriage.



[www.meridian-barrier.com](http://www.meridian-barrier.com)



## Agenda Item No: 16

### City Council Agenda Supplement

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**Meeting Date:**

May 16, 2023

**Item:**

Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and authorization to enter into a contract for tree removal services with Landscape Concepts Management, Inc. in the 2020 contract - Year 3 bid costs

**Staff Recommendation:**

Motion to adopt an Ordinance waiving competitive bidding and authorizing the City Manager to execute a contract for tree removal services for 2023/2024 season with Landscape Concepts Management Inc., 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

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**Background:**

The City of Crystal Lake regularly requests bids for tree removal services. The City utilizes this service for the removal of large trees requiring specialized equipment and training beyond the capability of City staff. In addition, this service may be used to supplement City staff after significant storm events.

Last year's vendor, Landscape Concepts Management Inc., has offered to hold their prices from the 2022/2023 tree removal contract. Last year was the final year (Year 3) of the tree removal contract which was awarded to Landscape Concepts Management Inc. on June 16, 2020. However, due to the willingness of the vendor to hold pricing, it was determined that re-bidding the services would not be advantageous to the City. It is unlikely that costs have decreased or additional vendors have entered the market place. The contractor's rates for 2020/21 (Year 1), 2021/22 (Year 2), and 2022/23 (Year 3) of the tree removal contract are listed below:

<b>Remove and Grind</b>	<b>2022/23</b>	<b>2021/22</b>	<b>2020/21</b>
Under 6" diameter DBH Remove/Grind	\$65.00	\$65.00	\$65.00
6.1" - 12" diameter DBH Remove/Grind	\$95.00	\$95.00	\$95.00
12.1" - 18" diameter DBH Remove/Grind	\$250.00	\$250.00	\$250.00
18.1" - 24" diameter DBH Remove/Grind	\$500.00	\$500.00	\$500.00
24.1" - 30" diameter DBH Remove/Grind	\$775.00	\$775.00	\$775.00
30.1" - 36" diameter DBH Remove/Grind	\$1,150.00	\$1,150.00	\$1,150.00
Over 36" diameter DBH Remove/Grind	\$1,695.00	\$1,695.00	\$1,695.00
<b>Stump Grinding Only</b>	<b>2022/23</b>	<b>2021/22</b>	<b>2020/21</b>
Under 6" diameter	\$55.00	\$50.00	\$50.00
6.1" - 12" diameter	\$70.00	\$65.00	\$65.00
12.1" - 18" diameter	\$90.00	\$85.00	\$85.00
18.1" - 24" diameter	\$185.00	\$180.00	\$180.00
24.1" - 30" diameter	\$230.00	\$225.00	\$225.00
30.1" - 36" diameter	\$275.00	\$270.00	\$270.00
Over 36" diameter	\$310.00	\$300.00	\$300.00
<b>Misc. Rates</b>	<b>2022/23</b>	<b>2021/22</b>	<b>2020/21</b>
Foreman Normal Hourly Rate	\$78.00	\$78.00	\$78.00
Climber Normal Hourly Rate	\$65.00	\$65.00	\$65.00
Groundman/Laborer Normal Hourly Rate	\$55.00	\$55.00	\$55.00
Bucket Truck 50 ft. Min Normal Hourly Rate	\$95.00	\$95.00	\$95.00
Chipper Truck & Chipper/min 85hp Normal Hourly Rate	\$85.00	\$85.00	\$85.00
Stump Grinder min. 35hp with Operator Normal Hourly Rate	\$85.00	\$85.00	\$85.00
Grapple Truck with Operator/min. 25yd Normal Hourly Rate	\$170.00	\$170.00	\$170.00
Foreman Emergency/After Hours Response Rate	\$117.00	\$117.00	\$117.00
Climber Emergency/After Hours Response Rate	\$96.00	\$96.00	\$96.00
Groundman/Laborer Emergency/After Hours Response Rate	\$81.00	\$81.00	\$81.00
Bucket Truck 50 ft. Min Emergency/After Hours Response Rate	\$140.00	\$140.00	\$140.00
Chipper Truck & Chipper/min. 85hp Emergency/After Hours Rate	\$160.00	\$160.00	\$160.00
Stump Grinder min 35hp w/Operator Emergency/After Hours Rate	\$160.00	\$160.00	\$160.00
Grapple Truck with Operator/min. 25yd Emergency/After Hours Rate	\$195.00	\$195.00	\$195.00

It is City policy to bid out contracts whenever possible. In 2020 there were only two bidders for this work with the second bid being more than double the low bidder.

**Recommendation:**

Public Works has experienced recent cost increases on other services and commodities and has been having difficulty identifying multiple vendors for a variety of work. Based on the current economic conditions and the past bidding experience for this work, staff feels it is advantageous to the City to waive the bidding requirements and enter into a contract with Landscape Concepts Management Inc. in the Year 3 bid prices of the 2020 bid.

The budget for FY 23/24 for this work is \$15,000.

**Votes Required to Pass:**

Two-thirds majority vote of Council members holding office (5 affirmative votes).

Ordinance #:  
File



**ORDINANCE APPROVING THE WAIVER OF COMPETITIVE BIDDING FOR TREE  
REMOVAL SERVICES**

**WHEREAS**, the City requests bids for tree removal services; and

**WHEREAS**, the City publically bid and entered into a three-year contract in 2020 for tree removal services with the low bidder, Landscape Concepts Management Inc.; and

**WHEREAS**, the City's Public Works Department has been experiencing recent cost increases associated with the current challenging economic climate; and

**WHEREAS**, Landscape Concepts Management Inc. has offered to hold their 2020 – (Year 3) contract price for the 2023/2024 tree removal season;

**NOW, THEREFORE, BE IT ORDAINED 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. Waiver of Competitive Bidding and authorization to enter into a Contract with Landscape Concepts Management Inc. The City Manager is hereby authorized to enter into a contract, in such form as may be approved by the City Manager, for tree removal services at the Year 3 contract price, without the necessity of seeking competitive bids.

SECTION THREE. Effective Date. This Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form in the manner provided by law.

DATED this 16<sup>th</sup> day of May, 2023

APPROVED:

\_\_\_\_\_  
Haig Haleblian, MAYOR

ATTEST:

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

PASSED: May 16, 2023

APPROVED: May 16, 2023

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



**Agenda Item No: 17**

**City Council  
Agenda Supplement**

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**Meeting Date:**

May 16, 2023

**Item:**

Ordinance Amending Sections 11-1 and 77-2 of the Crystal Lake City Code Relating to Hiring of Firefighters and Amended Rules and Regulations of the Board of Fire and Police Commissioners

**Staff Recommendation:**

Motion to adopt an Ordinance Amending Sections 11-1 and 77-2 of the Crystal Lake City Code Relating to Hiring of Firefighters

**Staff Contact:**

Julie Meyer, Director of Human Resources  
Victor Filippini, Special Legal Counsel

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**Background:**

The Board of Fire and Police Commission is established through Illinois State Statutes, the Illinois Municipal Code and the City of Crystal Lake Municipal Code. The board consists of three members serving overlapping terms generally for a three-year term. The Board is responsible for a portion of the Firefighter hiring process and the promotional process for Police Sergeants, Fire Lieutenants and Fire Battalion/Bureau Chiefs and may also conduct disciplinary hearings or appeals of disciplinary action in the Police and Fire Departments.

The City Council appoints members of the City's Board of Fire and Police Commissioners, which Board is authorized (among other things) to adopt rules regarding the certain aspects relating to the hiring, promotion, and discipline of police officers and firefighters. The Board previously adopted rules in 2022, which rules have recently undergone a review by the Board.

The City's legal counsel reviewed the Rules and Regulations of the Board of Fire and Police Commissioners, which were last adopted on September 7, 2022; as a result of certain statutory changes, counsel recommended further changes to bring the Rules and Regulations up to date. In particular, a paragraph was added to Chapter II Section 1 of the Board of Fire and Police Commissioners Rules and Regulations to comply with the provisions of 65 ILCS 5/10-2.1-6.3, which provides the Board of Fire and Police Commissioners the sole authority to approve the final hiring for entry-level firefighters following the written authorization of the City Manager.

Although the City adopted an ordinance in 2008 to remove the Board of Fire and Police Commissioners from the process of making original appointment of sworn police and fire personnel, 65 ILCS 5/10-2.1-6.3 has since been adopted to require the Board of Fire and Police Commissioners to be the final authority in the hiring process relating to new firefighters. 65 ILCS 5/10-2.1-6.3(a) preempts home rule authority in this regard. Despite this statutory change, the overall process for selecting new firefighters will remain largely unchanged: the initial examination elements will be administered and will result in the establishment of an eligibility list. Thereafter, the employment examination elements continue to include a background check, character interview, polygraph, psychological evaluation and physical. Once final approval is provided by the City Manager to authorize a new hire, the Board of Fire and Police Commissioners will authorize a certificate of appointment and the top candidate who successfully passed all examination components is hired as a Probationary Firefighter. (No change is being made to the hiring of new police officers.)

The attached draft Ordinance amends Sections 11-1 and 77-2 of the Crystal Lake City Code relating to the hiring of firefighters as required by 65 ILCS 5/10-2.1-6.3.

The Rules and Regulations were reviewed and approved by Board of Fire and Police Commission on April 21, 2023. Prior to the publication of the required newspaper notice advising of the Rules and Regulation changes, staff desires to present the proposed updated Rules and Regulations to the City Council for information only. A copy of the amended Rules and Regulations will also be available at City Hall before they become effective. Under Illinois law, the Rules and Regulations would be effective 10 days after the publication in the newspaper.

**Votes Required to Pass:**

Simple Majority



Ordinance No. \_\_\_\_\_

File No. \_\_\_\_\_



**The City of Crystal Lake Illinois**

**AN ORDINANCE AMENDING SECTIONS 11-1 AND 77-2 OF  
THE CRYSTAL LAKE CITY CODE RELATING TO HIRING FIREFIGHTERS**

WHEREAS, the City Code of Crystal Lake (the "**City Code**") currently includes Sections 11-1 and 77-2 relating to the authority of the City Manager to hire prospective firefighters; and

WHEREAS, Article 10, Division 2.1 of the Illinois Municipal Code, 65 ILCS 5/10-2.1-1 *et seq.* grants the authority to hire prospective firefighters exclusively to the Board of Fire and Police Commissioners (the "**BFPC**"); and

WHEREAS, in order to comply with the Illinois Municipal Code, the City Council has determined that it is appropriate and in the best interests of the City and its residents to amend Sections 11-1 and 77-2 of the City Code as hereinafter set forth;

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

**SECTION 1: Incorporation of Recitals.** The foregoing recitals are incorporated into and made a part of this Ordinance as if fully set forth.

**SECTION 2: Amendment to Article 11 of the City Code.** Section 11-1 of the City Code is hereby amended so that said Section shall hereafter be and read as follows:

**Section 11-1. Board of Fire and Police Commissioners.**

\* \* \*

D. Powers and duties.

(1) Adoption of Division 2.1.1 The Board of Fire and Police Commissioners shall have such powers and duties as may be prescribed by ordinances of the City and in the provisions of Division 2.1, Board of Fire and Police Commissioners, of the Illinois Municipal Code (Chapter 65 of the Illinois Compiled Statutes): 5/10-2.1-1, 5/10-2.1-2, 5/10-2.1-3, **5/10-2.1-6.3, 5/10-2.1-6.4**, 5/10-2.1-10, 5/10-2.1-11, 5/10-2.1-15, 5/10-2.1-16, 5/10-2.1-17, 5/10-2.1-18, 5/10-2.1-19, 5/10-2.1-20, 5/10-2.1-21, 5/10-2.1-22, 5/10-2.1-23, 5/10-2.1-24, 5/10-2.1-25, 5/10-2.1-26 (as applicable to this chapter) and 5/10-2.1-29. In addition, 5/10-2.1-5, Rules-Publications, is adopted, except pursuant to the applicable collective bargaining agreement such section shall only apply to promotions and the conduct of hearings on charges brought against certain members of the Police and Fire Rescue Departments and not the conduct of examinations for original appointments.

**(2) Hiring Sworn Firefighters. The Board of Fire and Police Commissioners shall have the sole authority to issue certificates of appointment to prospective sworn firefighters, in accordance with the following process:**

**(a) The City Manager shall inform the Board of Fire and Police Commissioners in writing that that the City of Crystal Lake is seeking to hire a firefighter and shall grant the Board authorization to fill the position.**

**(b) The Board of Fire and Police Commissioners shall thereafter convene in order to select the highest-ranking applicant pursuant to the qualifications set forth in the City's Firefighter Application Process and 65 ILCS 5/10-2.1-6.3, or in the alternative, 65 ILCS 5/10-2.1-6.4.**

**(c) The Board of Fire and Police Commissioners shall extend a conditional offer of employment to the applicant selected in accordance with subsection (b).**

**(d) The recipient of the conditional offer of employment described in subsection (c) shall undergo the appropriate medical and psychological tests required by 65 ILCS 5/10-2.1-6.3. Upon successful completion of the required medical and psychological tests, the Board of Fire and Police Commissioners shall issue a certificate of**

**appointment to the applicant.**

(23) Exceptions. The City adopts the regulations, provisions, penalties, conditions and terms in each section of Division 2.1 as provided in Subsection D, except as follows:

(a) Section 5/10-2.1-15: Sworn police officers (as appropriate per applicable collective bargaining agreements) on the promotional eligibility register selected for supervisory positions shall serve on a probationary basis for a period of 12 months. If the sworn officer does not meet the qualifications as established or fails in his or her performance of the functions of the supervisory position during the probationary period, the Chief may demote the sworn officer to the rank previously held without loss of seniority. If warranted, the City has the right to seek the sworn member's dismissal as provided in Division 2.1.

(b) Section 5/10-2.1-17: The Board of Fire and Police Commissioners may discharge, demote or suspend certain sworn members not exceeding 30 days without pay. Except as otherwise provided by an applicable collective bargaining agreement, the appropriate Chief may suspend, without pay, certain sworn staff members up to 10 calendar days. The Board of Fire and Police Commissioners shall be notified in writing of any such suspension. Any sworn member so suspended may appeal the suspension to the Commissioners within five calendar days after such suspension has been issued.

\* \* \*

**SECTION 3: Amendment to Article 77 of the City Code.** Section 77-2 of the City Code

is hereby amended so that said Section shall hereafter be and read as follows:

**Section 77-2: General Duties.**

The City Manager shall be the administrative head of the City, and shall exercise all powers and duties authorized under the Illinois Compiled Statutes, as well as any others delegated by the City Council, including, but not limited to the following:

A. To enforce laws and ordinances within the City;

- B. To exercise control over all departmental employees and such departments as may be created by the City Council. This includes the testing and hiring of all employees, with the exception of sworn firefighters. The promotion and discipline of sworn police officers, ~~and~~ the hiring and promotion of sworn firefighters, and the promotion of sworn firefighter paramedics shall be governed by § 11-1.

\* \* \*

**SECTION 4: Effective Date.** This Ordinance shall be in full force and effect as of \_\_\_\_\_, 2023 and following its passage, approval, and publication in pamphlet form in the manner provided by law.

AYES:

NAYS:

ABSENT:

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED by me this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

# **RULES AND REGULATIONS OF THE BOARD OF FIRE AND POLICE COMMISSIONERS**

**City of Crystal Lake  
State of Illinois**

**Adopted:** April 21, 2023

**Published:** May XX, 2023

**Effective:** May XX, 2023

**Board of Fire and Police Commissioners  
100 W. Woodstock Street  
Crystal Lake, IL 60014  
(815) 459-2020**

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**RULES AND REGULATIONS OF THE  
BOARD OF FIRE AND POLICE COMMISSIONERS OF  
THE CITY OF CRYSTAL LAKE  
STATE OF ILLINOIS**

As adopted by the Board of Fire and Police Commissioners of the City of Crystal Lake, Illinois, effective April 21, 2023.

<b>CHAPTER I – ADMINISTRATION</b>
-----------------------------------

**SECTION 1 – SOURCE OF AUTHORITY.**

The Board of Fire and Police Commissioners of the City of Crystal Lake, Illinois derives its power and authority from an Act of the General Assembly entitled “Division 2.1 Board of Fire and Police Commissioners,” of Chapter 65 of the Illinois Compiled Statutes and the Ordinances of the City of Crystal Lake.

**SECTION 2 – DEFINITIONS.**

The word *Commission* and/or *Board* wherever used shall mean the Board of Fire and Police Commissioners of the City of Crystal Lake, Illinois. The word *Officer* shall mean any person holding a regular office in the Fire Rescue or Police Department of the City of Crystal Lake, Illinois. The singular includes the plural, and the plural the singular.

**SECTION 3 – OFFICERS OF BOARD AND THEIR DUTIES.**

The Board shall annually, at its first meeting in April, elect a Chairperson and a Secretary. They shall hold office until the end of the fiscal year of the municipality and until their successors are duly elected and qualified. The Chairperson shall be the presiding officer at all the meetings. The Secretary shall keep the minutes of all meetings of the Board in a permanent record book and shall be the custodian of all the forms, papers, books, records and completed examinations of the Board (*65 ILCS §5/10-2.1-2, 65 ILCS §5/10-2.1-20*).

**SECTION 4 – MEETINGS.**

- a) Regular meetings may be held monthly or as needed, notice shall be posted and meetings shall be open to the public.
- b) Special meetings shall be open, with a notice thereof to be posted at least forty-eight (48) hours prior to convening, called by the filing of a notice in writing with the Secretary of the Board and signed either by the Chairperson of the Board or any two members thereof. This notice shall contain a brief statement of the business to be submitted for the consideration of the Board at such special meetings, and shall set forth the time and place of such special meeting, and no other business shall be considered at such special meetings unless by unanimous consent of the Board.
- c) During any regular or special meeting, a closed session may be held upon a proper motion made by any single member of the Board for any lawful purpose as allowed by the Open

Meetings Act 5 ILCS 120/2. Closed sessions may be limited to Board members and such invited persons, as the Board may deem necessary. The Secretary will record the motion to close the meeting, record the roll call vote of the members on said motion and keep minutes of the closed session. An audio or video record of each closed session will be maintained by the Secretary of the Board and shall be disposed of in accordance with the provisions of the Open Meetings Act, 5 ILCS 120/2.06.

- d) Public notice of any regularly scheduled or special meeting shall be held in accordance with the Open Meetings Act, Illinois Compiled Statutes, Chapter 5, §120/1-120/6.
- e) If a member is unable to be physically present at a meeting of the Board, whether it be for health related reasons, the need to conduct personal business or the business of the Board, or due to a personal or family emergency, that member may attend and participate at a Board meeting by telephonic or other electronic means provided that a quorum of the Board's members are physically present at the meeting and vote to approve the attendance of the missing member(s) by way of telephonic or other electronic means. The minutes of the meeting shall reflect, by name, those members of the Board who are physically present as well as those attending by telephonic or other electronic means. Notice that a board member will be in attendance and participating at a Board meeting, not in person but electronically, shall be provided to the Board's recording secretary or the municipal clerk at least 48 hours prior to the scheduled meeting.

#### **SECTION 5 – QUORUM.**

A majority of the members of the Board shall constitute a quorum for the conduct of all business (*65 ILCS §5/10-2.1-2*).

#### **SECTION 6 – ORDER OF BUSINESS.**

The order of business at any meeting shall be:

- a) Approval of the Minutes
- b) Public Comment
- c) Communications
- d) Unfinished Business
- e) New Business
- f) Closed Session, for any lawful purpose, if needed.
- g) Adjournment



## **SECTION 7 – PROCEDURE.**

The parliamentary procedure prescribed in Robert's *Rules of Order* shall be followed as far as applicable. Any person wishing to speak at a public meeting of the Board shall be allowed to address the Board when the agenda item *Public Comment* is reached. Public comment will be subject to comments relevant to the matters of the Board of Fire and Police Commissioners. Comments should not be repetitive. Generally, speakers should identify themselves, their topic and limit their remarks to no more than three (3) minutes. Speakers will not be allowed to continue with their remarks if the statements are uncivil, abusive, profane or are personal attacks.

## **SECTION 8 – AMENDMENTS.**

Amendments to the rules of the Board may be made at any meeting of the Board. All amendments shall forthwith be printed for distribution and notice shall be given of the place or places where said rules may be obtained. Such notice shall be published in a newspaper of general circulation in the City. The notice shall specify the date, not less than ten (10) days subsequent to the date of such publication, when said Rules shall become effective (65 ILCS §5/10-2.1-5).

## **SECTION 9 – ANNUAL REPORT AND BUDGET REQUEST.**

The Board shall submit an Annual Report of its activities, and a Budget Request for the ensuing year (65 ILCS §5/10-2.1-19).

# **CHAPTER II – ORIGINAL APPOINTMENT**

## **SECTION 1-ORIGINAL APPOINTMENT**

Recruitment for initial eligibility and the hiring including a lateral hire or entry process has been delegated as the responsibility of City Staff per Ordinance Number 2008- 6324. Recruitment, selection and hiring shall be as provided in the City of Crystal Lake's Personnel Policies.

Notwithstanding the above language, hiring for entry-level positions in the Fire Rescue Department shall be done in accordance with the provisions of 65 ILCS 5/10-2.1-6.3. The sole authority to approve the final hiring for entry-level firefighters and to issue certificates of appointment shall be vested in the Board of Fire and Police Commissioners; provided, however, that the City Manager shall have first issued a written authorization to the Board of Fire and Police Commissioners that a position is available to hire an entry-level firefighter before the Board makes any final hiring decision or issues any certificate of appointment. The Board of Fire and Police Commissioners may, from time-to-time, approve specific examination procedures for entry-level firefighters consistent with 65 ILCS 5/10-2.1-6.3.

## CHAPTER III– PROMOTIONAL EXAMINATIONS

### SECTION 1 A – GENERAL -POLICE PROMOTIONS.

The Board, by its rules, shall provide for promotion in the Fire Rescue and Police Departments on the basis of ascertained merit and seniority in service and examination and shall provide, in all cases where it is practicable, that vacancies shall be filled by promotion (65 ILCS §5/10-2.1-15).

All examinations for promotion shall be competitive among such members of the next lower rank as desire to submit him/herself to examination (65 ILCS §5/10-2.1-15).

All promotions shall be made from the three (3) individuals having the highest rating, and where there are less than three (3) names on the promotional eligibility register, as originally posted, or remaining thereon after appointments have been made there from, appointments to fill existing vacancies shall be made from those names or the name remaining on the promotional register. The method of examination and the rules governing examinations for promotion are specified below. The Board shall strike off the names of candidates for promotional appointment after they have remained thereon for more than three (3) years, provided there is no vacancy existing which can be filled from the promotional register. For the purpose of determining that a vacancy exists, the Board must have received notice from the City Manager to fill an existing vacancy prior to the date the name(s) are to be stricken from a promotional eligibility register (65 ILCS §5/10-2.1-15).

Each component of the examination process shall be based upon a scale of 1 to 100. Candidates who submit themselves to examination will be graded according to the following schedule:

<u>EXAMINATIONS</u>	<u>WEIGHTS</u>	<u>MINIMUM PASSING</u>
Written Examination	45%	70%
Oral Interview	25%	70%
Dept. Merit and Efficiency	25%	**
Seniority	5%	

---

Total Weighted Test Score \*\*\*

\*\* The method of examination and the manner in which points are to be awarded shall be in accordance with the procedures established by the Chief prior to the commencement of the process.

\*\*\* The total weighted test score will be adjusted by adding applicable veterans preference points (65 ILCS §5/10-2.1-10, 65 ILCS §5/10-2.1-11).

If the Board so designates, an assessment center may be conducted as a final step in the process. The top twenty (20) promotional candidates within the Crystal Lake Police Department, based upon their total weighted test scores, shall submit to further testing by participating in an assessment center evaluation as directed by the Board of Fire and Police Commissioners. The top twenty (20) candidates shall be placed upon the Final Promotional Eligibility Register, in rank order to be determined as follows:

- a) Adjusted Total Weight Test Score multiplied by 80%, plus,
- b) Assessment Center Test Score multiplied by 20%  
Final Weighted Promotional Score

In the event of a tie score, the placement of the tied candidates' names on the eligibility register shall be determined by lot, in the presence of a quorum of the Board, in whatever manner the Board deems appropriate.

### ***SENIORITY FOR POLICE PROMOTION***

Candidates for promotion, who have successfully passed the written, merit/efficiency, and oral components of the examination process, shall be awarded credit for seniority in the following manner. Said seniority points will be determined as of the announced date of the written examination.

- a) Candidates shall receive one-half (½) point per year, to a maximum of five (5) points for each full year the candidate has served after initial appointment by the Board as a member of the Crystal Lake Police Department at any full-time rank.

### ***MILITARY PREFERENCE POINTS FOR POLICE PROMOTION***

A candidate may file for preference points with the Board of Fire and Police Commissioners after the initial list is posted. Candidates who are otherwise qualified and have, in writing and in a timely fashion, requested credit for prior military service of at least one year of active military service, shall be granted veteran's preference points of 7/10 of one point for each six (6) months or fraction thereof of active military or naval service not exceeding thirty (30) months (3.5 points total). No person shall receive the preference for a promotional appointment after he/she has received one promotion from an eligibility list on which he/she was allowed such preference (*65 ILCS §5/10-2.1-10, 65 ILCS §5/10-2.1-11*). A candidate must have received an honorable discharge from his/her military service to apply to for military preference credit. After the candidates have had ten (10) days to file for military preference points, the Board of Fire and Police Commissioners will compose and post a final eligibility list in order of finish which shall be valid for three (3) years.

### ***PROBATIONARY PERIOD FOR PROMOTIONS***

The Board shall establish a probationary period for promoted positions within the Crystal Lake Police Department based on the recommendation of the Police Chief. During this probationary period, the member may be demoted to the next lower rank without cause and without right to a hearing. The probationary period for promotions in the Crystal Lake Police Department shall be twelve (12) months.

**SECTION 1 B-GENERAL – FIRE RESCUE PROMOTIONS** – Will be handled according to the Fire Rescue Collective Bargaining Agreement and the Fire Department Promotion Act, effective August 4, 2003, HB 988, 50 ILCS.

**CHAPTER IV– ORDER OF RANK, CLASSIFICATION AND  
OATH OF OFFICE**

**SECTION 1 – RANK.**

The order of rank in the Fire Rescue Department shall be as provided by ordinance and municipal budget.

The order of rank in the Police Department shall be as provided by ordinance and municipal budget.

**SECTION 2 – CLASSIFICATION.**

The Board classifies such offices in the Fire Rescue and Police Departments for the purpose of establishing and maintaining standards of examinations and promotions based upon job descriptions and departmental regulations.

**SECTION 3 – OATH OF OFFICE.**

Before entering duty, any person about to become a member of the Crystal Lake Fire Rescue or Police Department shall take the following oath, before any person authorized to administer oaths in the state of Illinois:

“I \_\_\_\_\_, having been appointed to the position of \_\_\_\_\_ in the City of Crystal Lake, in the County of McHenry aforesaid, do solemnly swear that I will support the Constitution of the United States, and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of \_\_\_\_\_ to the best of my ability.

\_\_\_\_\_  
Employee

Subscribed and sworn to be this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City Manager

He/she shall enter into such bond in such amount as prescribed by the Ordinance.

**CHAPTER V– HEARING OF CHARGES, REMOVALS,  
SUSPENSIONS AND DISCHARGES**

**SECTION 1 – HEARING OF CHARGES\***

- a) Hearings before the Board are not common law proceedings. The provisions of the “Code of Civil Procedure” do not apply to hearings before the Board.

- b) *Counsel* as used herein means: One who has been admitted to the bar as an attorney-at-law in the State of Illinois.
- c) No rehearing, reconsideration, modification, vacation, or alteration of a decision of the Board shall be allowed.
- d) *Cause* is some substantial shortcoming that renders continuance in employment in some way detrimental to the discipline and efficiency of the public service and something that the law and sound public opinion recognize as cause for the officer no longer occupying his/her position. The right to determine what constitutes cause is in the Board.
- e) The complainant or appellant initiating any proceedings that call for a hearing before the Board shall have the burden of proof to establish by a preponderance of evidence that cause for discipline exists or that a suspension, previously imposed by the Chief of a Department, is unwarranted. Should the question of a crime be involved, the rule of *reasonable doubt* shall not control.
- f) The phrase *preponderance of evidence* is defined as the greater weight of the evidence, that is to say, it rests with that evidence which, when fairly considered produces the stronger impression, and has a greater weight, and is more convincing as to its truth when weighted against the evidence in opposition thereto.
- g) All hearings shall be public, in accordance with the Open Meetings Act.
- h) At the time and place of hearing, both parties may be represented by counsel, if they so desire. It is the responsibility of the party represented by counsel to compensate his/her counsel.
- i) All proceedings before the Board during the conduct of the hearing shall be recorded by a court reporter to be employed by the Board.
- j) The records of all hearings will not be transcribed by the court reporter unless requested to do so by the Board or any party of interest.
- k) All witnesses shall be sworn prior to testifying and the matter will be decided by the Board solely on evidence presented at the hearings.
- l) The Board will first hear the witnesses either substantiating the charges which have been made against the respondent or in support of an appeal brought by a suspended sworn Police or Fire Rescue employee who is not covered under a collective bargaining agreement. Thereafter the other party may present and examine those witnesses whom he/she desires the Board to hear. All parties shall have the right to cross-examine witnesses presented by the opposite party.

**\*Per the Collective Bargaining Agreement for the Crystal Lake Firefighter/Paramedics and Fire Lieutenants and the Collective Bargaining Agreement for Police Officers. The Board of Fire and Police Commissioners has no jurisdiction over any disciplinary matters involving employees covered under the Agreement and the employees voluntarily waive any rights they may have possessed to appeal or contest the imposition of discipline before such Board of Fire and Police Commissioners.**

## SECTION 2 – HEARING PROCEDURE.

- a) **Complaints:** In all cases, written complaints shall be filed in quintuple, setting forth a plain and concise statement of the facts upon which the complaint is based.
- b) **Probable Cause:** The Board shall have the right to determine whether there is or is not probable cause for hearing a complaint and may conduct such informal hearings as may be necessary for such purpose.
- c) **Notification of Hearing:** Upon the filing of a complaint in quintuple with the Secretary of the Board, and the determination of the Board of probable cause for entering the said complaint, the Secretary of the Board shall notify both the complainant and the respondent, either by registered or certified mail, return receipt requested, or personally, of the time and place of the hearing of the charges contained in the Complaint. The respondent shall also be served with a copy of the Complaint, and if an Order of Suspension Pending a Hearing is entered by the Board, the respondent, the complainant, the Chief of the Department, the City Manager, and the Human Resources Director of the municipality shall be notified of the entry of such Order of Suspension Pending a Hearing, and be served either personally or by registered or certified mail, return receipt requested, with a copy of such Order.
- d) **Continuances:** The matter of granting or refusing to grant a continuance of a hearing is within the discretion of the Board.
- e) **Stipulations:** Parties may, on their own behalf, or by counsel, stipulate and agree in writing, or on the record, as to evidenced guilt. The facts so stipulated shall be considered as evidence in the proceeding.

In the event a respondent has been suspended pending a hearing and desires a continuance, it shall also be stipulated and agreed that in the event said respondent is to be retained in his/her position as a result of a decision of the Board following a hearing of the cause, then no compensation shall be paid to said respondent during the period of said continuance.

- f) **Sufficiency of Charges-Objections to:** Motions or objections to the sufficiency of written charges must be filed or made prior to or at the hearing before the Board.

## SECTION 3 – SUBPOENAS.

- a) Any party to an administrative hearing may, at any time before the hearing, make application to the Board by filing with it a written request for subpoenas for any individual to appear for a hearing or have them produce books, papers, records, accounts and other documents as may be deemed by the Board as relevant to the hearing. On the filing of such application, subpoenas will be issued for the named persons. Subpoenas may be served by any person twenty-one (21) years of age or older designated by the party requesting the subpoenas. Application for subpoenas should contain the names and addresses of the individuals to be subpoenaed, and the identity of any documents that they are to produce. Subpoenas will not be issued for anyone outside the State of Illinois (*65 ILCS §5/10-2.1-17*).
- b) Any request for continuance by reason of inability to serve subpoenas shall be filed in the office of the Board at least three (3) days before the date set for such hearing, provided, however, that the Board in its discretion may waive this rule.

#### **SECTION 4 – SERVICE.**

All papers required by these Rules and Regulations to be served shall be delivered personally to the party designated or mailed, by United States mail in an envelope properly addressed with postage prepaid, to the designated party at his/her last known residence as reflected by the complaint filed with the Board, except as herein otherwise provided. Proof of service of any paper may be made by the certification of any person so mailing the paper or delivering the same to the designated party personally, or by filing a return receipt showing that a paper was mailed, by either registered or certified mail, return receipt requested, to a party's address where it was received by a named party.

#### **SECTION 5 – FILING.**

All papers may be filed with the Board by mailing them or delivering them personally to the Secretary of the Board at the City of Crystal Lake, Illinois. For the purpose of these Rules and Regulations, the filing date of any paper shall be the date it was received in the Board's Office, in the event the paper is delivered personally or by messenger. In the event a paper is forwarded by mail, then the filing date shall be the date that is postmarked on the envelope of such paper.

#### **SECTION 6 – FORMS OF PAPER.**

- a) All papers filed in any proceeding shall be typewritten or printed and shall be on one side of the paper only.
- b) If typewritten, the lines shall be double spaced, except that long quotations may be single spaced and indented.
- c) All papers shall be not larger than 8 ½" by 11" with inside margins not less than one inch.
- d) The original of all papers filed shall be signed in ink by the party filing the paper or by an officer, agent, or attorney thereof and copies thereof provided the opposing party or his/her counsel.
- e) If papers are filed by an attorney, his/her name and address shall appear thereon.

#### **SECTION 7 – COMPUTATION OF TIME.**

That time within which any act under these Rules is to be done shall be computed by excluding the first day and including the last, unless the last day is Sunday or a holiday as defined or fixed in any statute now or hereafter in force in the State, and then it shall also be excluded. If the day succeeding such Sunday or holiday is also a holiday or a Sunday then such succeeding day shall also be excluded.

#### **SECTION 8 – SUSPENSION.**

- a) The Board may suspend any applicable member of the Police and/or Fire Rescue Department against whom charges have been filed, pending a hearing of the charges by the Board, but not to exceed thirty (30) days, without pay at any one time (*65 ILCS §5/10-2.1-17*).

- b) The Chief of the Police or Fire Rescue Department shall have the right to suspend any sworn employee not covered by a collective bargaining agreement under his/her command for a period not to exceed ten (10) calendar days without pay, providing no charges on the same offense have been filed and are pending before the Board, and he/she shall notify the Board in writing within seventy-two (72) hours of the time of such suspension. Any individual so suspended may appeal to the Board for a review of the suspension within five (5) calendar days after receiving written notice of such suspension by filing notice of such appeal in writing with the Secretary of the Board of Fire and Police Commissioners. The Board shall then meet to discuss and determine the disposition of the appeal. The Board may, in its sole discretion, request information or testimony from the appealing officer and/or the Chief of the Police or Fire Rescue Department to aid in its determination of the appropriate disposition. At the Board's option, they may hold an appeal to review the details regarding the circumstance. The burden of establishing that a suspension is unwarranted shall be upon the individual bringing the appeal (65 ILCS §5/10-2.1-17).
- c) Upon such appeal, the Board may sustain the action of the Chief of the Department, may reverse it with instructions that the individual so suspended receive his/her pay for the period involved, may suspend the individual for a period of not more than thirty (30) days, or discharge him/her, depending on the evidence presented (65 ILCS §5/10-2.1-17).
- d) Discharge from office, demotion or suspension from service in the Police or Fire Rescue Department shall be in compliance with the Fire and Police Commissioners Act of the State of Illinois, being Division 2.1, Sections §5/10-2.1-1 through §5/10-2.1-30, inclusive, of Chapter 65 of the Illinois Compiled Statutes.
- e) The Board shall, within a reasonable time after the hearing is completed, enter its findings on the records of the Board.
- f) The Board of Fire and Police Commissioners shall have the authority to demote any officer or member of the Police Department, except for those positions above the rank of Police Sergeant any rank in said Department as follows:
  - 1) Voluntary Demotion. The Board may demote a member at the request of said member if such request has been approved by the Chief of the Department.
  - 2) Disciplinary Demotion. The Board may demote a member upon written charges and after a hearing upon said charges in the manner set forth in 65 ILCS §5/10-2.1-17.

## **SECTION 9 – DATE OF HEARING.**

The time set by the Board for the Board's hearing of charges shall be within thirty (30) days of the filing of such charges. Continuances may be granted from time to time upon motion of any party to the proceedings, at the discretion of, and by order of the Board. The time limitation is not applicable to hearings conducted to review suspensions of ten (10) days or less imposed by the Chief of a Department on one of its members (65 ILCS §5/10-2.1-17).



## **SECTION 10 – FINDINGS AND DECISION.**

In case any sworn member of the Police or Fire Rescue Department shall be found guilty of the charges filed against him/her after an applicable hearing by the Board, he/she may be removed, demoted, discharged, or suspended for a period not exceeding thirty (30) days, without pay. Upon an appeal, the Board may sustain the action of the Chief, may reverse it, in whole or part, or may suspend the individual for an additional period of not more than thirty (30) days, demote or discharge him or her depending on the facts presented (*65 ILCS §5/10-2.1-17*).

The findings and decision of the Board, following a hearing of the charges, shall be preserved by the Secretary, and notice of said findings and decisions sent to the officer involved and the Department Chief for enforcement. If the finding or decision is that an employee is guilty of charges investigated, and removal or discharge is ordered, such order or removal or discharge shall become effective forthwith. (See Section 8 of this Chapter V).

## **SECTION 11 – RULES – CONFLICT.**

The personnel of the Fire Rescue and Police Department shall be governed by the Rules as adopted by the Board, the City of Crystal Lake Personnel Policies, applicable collective bargaining agreements, and the Regulations or General Orders of the Fire Rescue and Police Departments. In case of conflict, the Rules of the Board or applicable collective bargaining agreement shall govern.

## **SECTION 12 – VIOLATION OF RULES.**

All members of the Fire Rescue and Police Departments shall be subject to the Regulations or General Orders of such departments, the City of Crystal Lake Personnel Policies, and the Rules of the Board, and a violation of such rules or regulations may be cause for filing of charges before the Board, a subsequent hearing and action by the Board on such charges.

## **SECTION 13 – VIOLATION OF LAW.**

Any violation of the laws of the municipality, county, or state or federal law, by any member of the Fire Rescue and Police Departments of such municipality may be cause for the filing of charges against said officer, except as herein otherwise provided.

# **CHAPTER VI – GENERAL**

## **SECTION 1.**

The Board shall have such other powers and duties as are given it by the Statutes of the State of Illinois or by ordinance.

## **SECTION 2.**

Any Chapter, Sections and/or Subsections of the foregoing Rules for the operation of the Board that are in conflict with State Statute or with any amendments thereto that may hereafter be enacted are null and void. This, however, does not invalidate any other Chapters, Sections and/or Subsections of said Rules.

**SECTION 3 – LEAVE OF ABSENCE.**

Leaves of Absence shall be granted by reason of military service or duty-related disability. If a Leave of Absence is granted by the Board during a probationary period, such probationary period shall be tolled until the probationary employee returns from his/her leave of absence (65 ILCS §5/10-2.1-23).

**SECTION 4 – POLITICAL CONTRIBUTIONS.**

No person in the Fire Rescue Department or Police Department of the City of Crystal Lake, Illinois, shall be under any obligation to contribute any funds to render any political service, and no such person shall do so or be removed or otherwise prejudiced for refusing to do so. No person in the Fire Rescue Department or the Police Department of the City of Crystal Lake, Illinois, shall discharge or promote or reduce, or in any manner change the official rank or compensation of any other person in such service, or promise or threaten so to do, for withholding or refusing to make any contribution of money or service or any other valuable thing for any political purpose, or in any other manner, directly or indirectly, use his/her official authority or influence to compel or induce any other person to pay or render any political assessment, subscription, contribution or service.

PASSED and APPROVED this 21 day of April, 2023.

Board of Fire and Police Commissioners  
of the City of Crystal Lake, Illinois

Lee R. Parish      4-24-2023

Chairperson

Date

[Signature]      4/24/23

Secretary

Date

Christopher M. Bouchet      4/25/23

Commissioner

Date

# RULES AND REGULATIONS OF THE BOARD OF FIRE AND POLICE COMMISSIONERS

City of Crystal Lake  
State of Illinois

Adopted: ~~September 7, 2022~~ April 21, 2023

Published: ~~September 22, 2022~~ May XX, 2023

Effective: ~~October 1, 2022~~ May XX, 2023

Board of Fire and Police Commissioners  
100 W. Woodstock Street  
Crystal Lake, IL 60014  
(815) 459-2020

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**RULES AND REGULATIONS OF THE  
BOARD OF FIRE AND POLICE COMMISSIONERS OF  
THE CITY OF CRYSTAL LAKE  
STATE OF ILLINOIS**

As adopted by the Board of Fire and Police Commissioners of the City of Crystal Lake, Illinois, effective ~~September 7, 2022~~ April 21, 2023.

**CHAPTER I – ADMINISTRATION**

**SECTION 1 – SOURCE OF AUTHORITY.**

The Board of Fire and Police Commissioners of the City of Crystal Lake, Illinois derives its power and authority from an Act of the General Assembly entitled “Division 2.1 Board of Fire and Police Commissioners,” of Chapter 65 of the Illinois Compiled Statutes and the Ordinances of the City of Crystal Lake.

**SECTION 2 – DEFINITIONS.**

The word *Commission* and/or *Board* wherever used shall mean the Board of Fire and Police Commissioners of the City of Crystal Lake, Illinois. The word *Officer* shall mean any person holding a regular office in the Fire Rescue or Police Department of the City of Crystal Lake, Illinois. The singular includes the plural, and the plural the singular.

**SECTION 3 – OFFICERS OF BOARD AND THEIR DUTIES.**

The Board shall annually, at its first meeting in April, elect a Chairperson and a Secretary. They shall hold office until the end of the fiscal year of the municipality and until their successors are duly elected and qualified. The Chairperson shall be the presiding officer at all the meetings. The Secretary shall keep the minutes of all meetings of the Board in a permanent record book and shall be the custodian of all the forms, papers, books, records and completed examinations of the Board (*65 ILCS §5/10-2.1-2, 65 ILCS §5/10-2.1-20*).

**SECTION 4 – MEETINGS.**

- a) Regular meetings may be held monthly or as needed, notice shall be posted and meetings shall be open to the public.
- b) Special meetings shall be open, with a notice thereof to be posted at least forty-eight (48) hours prior to convening, called by the filing of a notice in writing with the Secretary of the Board and signed either by the Chairperson of the Board or any two members thereof. This notice shall contain a brief statement of the business to be submitted for the consideration of the Board at such special meetings, and shall set forth the time and place of such special meeting, and no other business shall be considered at such special meetings unless by unanimous consent of the Board.
- c) During any regular or special meeting, a closed session may be held upon a proper motion made by any single member of the Board for any lawful purpose as allowed by the Open

Meetings Act 5 ILCS 120/2. Closed sessions may be limited to Board members and such invited persons, as the Board may deem necessary. The Secretary will record the motion to close the meeting, record the roll call vote of the members on said motion and keep minutes of the closed session. An audio or video record of each closed session will be maintained by the Secretary of the Board and shall be disposed of in accordance with the provisions of the Open Meetings Act, 5 ILCS 120/2.06.

- d) Public notice of any regularly scheduled or special meeting shall be held in accordance with the Open Meetings Act, Illinois Compiled Statutes, Chapter 5, §120/1-120/6.
- e) If a member is unable to be physically present at a meeting of the Board, whether it be for health related reasons, the need to conduct personal business or the business of the Board, or due to a personal or family emergency, that member may attend and participate at a Board meeting by telephonic or other electronic means provided that a quorum of the Board's members are physically present at the meeting and vote to approve the attendance of the missing member(s) by way of telephonic or other electronic means. The minutes of the meeting shall reflect, by name, those members of the Board who are physically present as well as those attending by telephonic or other electronic means. Notice that a board member will be in attendance and participating at a Board meeting, not in person but electronically, shall be provided to the Board's recording secretary or the municipal clerk at least 48 hours prior to the scheduled meeting.

#### **SECTION 5 – QUORUM.**

A majority of the members of the Board shall constitute a quorum for the conduct of all business (65 ILCS §5/10-2.1-2).

#### **SECTION 6 – ORDER OF BUSINESS.**

The order of business at any meeting shall be:

- a) Approval of the Minutes
- b) Public Comment
- c) Communications
- d) Unfinished Business
- e) New Business
- f) Closed Session, for any lawful purpose, if needed.
- g) Adjournment

## **SECTION 7 – PROCEDURE.**

The parliamentary procedure prescribed in Robert’s *Rules of Order* shall be followed as far as applicable. Any person wishing to speak at a public meeting of the Board shall be allowed to address the Board when the agenda item *Public Comment* is reached. Public comment will be subject to comments relevant to the matters of the Board of Fire and Police Commissioners. Comments should not be repetitive. Generally, speakers should identify themselves, their topic and limit their remarks to no more than three (3) minutes. Speakers will not be allowed to continue with their remarks if the statements are uncivil, abusive, profane or are personal attacks.

## **SECTION 8 – AMENDMENTS.**

Amendments to the rules of the Board may be made at any meeting of the Board. All amendments shall forthwith be printed for distribution and notice shall be given of the place or places where said rules may be obtained. Such notice shall be published in a newspaper of general circulation in the City. The notice shall specify the date, not less than ten (10) days subsequent to the date of such publication, when said Rules shall become effective (65 ILCS §5/10-2.1-5).

## **SECTION 9 – ANNUAL REPORT AND BUDGET REQUEST.**

The Board shall submit an Annual Report of its activities, and a Budget Request for the ensuing year (65 ILCS §5/10-2.1-19).

# **CHAPTER II – ORIGINAL APPOINTMENT**

## **SECTION 1-ORIGINAL APPOINTMENT**

Recruitment for initial eligibility and ~~the~~ hiring including a lateral hire or entry process has been delegated as the responsibility of City Staff per Ordinance Number 2008- 6324. Recruitment, selection and hiring shall be as provided in the City of Crystal Lake’s Personnel Policies.

Notwithstanding the above language, hiring for entry-level positions in the Fire Rescue Department shall be done in accordance with the provisions of 65 ILCS 5/10-2.1-6.3. The sole authority to approve the final hiring for entry-level firefighters and to issue certificates of appointment shall be vested in the Board of Fire and Police Commissioners; provided, however, that the City Manager shall have first issued a written authorization to the Board of Fire and Police Commissioners that a position is available to hire an entry-level firefighter before the Board makes any final hiring decision or issues any certificate of appointment. The Board of Fire and Police Commissioners may, from time-to-time, approve specific examination procedures for entry-level firefighters consistent with 65 ILCS 5/10-2.1-6.3.

## CHAPTER III– PROMOTIONAL EXAMINATIONS

### SECTION 1 A – GENERAL -POLICE PROMOTIONS.

The Board, by its rules, shall provide for promotion in the Fire Rescue and Police Departments on the basis of ascertained merit and seniority in service and examination and shall provide, in all cases where it is practicable, that vacancies shall be filled by promotion (65 ILCS §5/10-2.1-15).

All examinations for promotion shall be competitive among such members of the next lower rank as desire to submit him/herself to examination (65 ILCS §5/10-2.1-15).

All promotions shall be made from the three (3) individuals having the highest rating, and where there are less than three (3) names on the promotional eligibility register, as originally posted, or remaining thereon after appointments have been made there from, appointments to fill existing vacancies shall be made from those names or the name remaining on the promotional register. The method of examination and the rules governing examinations for promotion are specified below. The Board shall strike off the names of candidates for promotional appointment after they have remained thereon for more than three (3) years, provided there is no vacancy existing which can be filled from the promotional register. For the purpose of determining that a vacancy exists, the Board must have received notice from the City Manager to fill an existing vacancy prior to the date the name(s) are to be stricken from a promotional eligibility register (65 ILCS §5/10-2.1-15).

Each component of the examination process shall be based upon a scale of 1 to 100. Candidates who submit themselves to examination will be graded according to the following schedule:

<u>EXAMINATIONS</u>	<u>WEIGHTS</u>	<u>MINIMUM PASSING</u>
Written Examination	45%	70%
Oral Interview	25%	70%
Dept. Merit and Efficiency	25%	**
Seniority	5%	

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Total Weighted Test Score \*\*\*

\*\* The method of examination and the manner in which points are to be awarded shall be in accordance with the procedures established by the Chief prior to the commencement of the process.

\*\*\* The total weighted test score will be adjusted by adding applicable veterans preference points (65 ILCS §5/10-2.1-10, 65 ILCS §5/10-2.1-11).



If the Board so designates, an assessment center may be conducted as a final step in the process. The top twenty (20) promotional candidates within the Crystal Lake Police Department, based upon their total weighted test scores, shall submit to further testing by participating in an assessment center evaluation as directed by the Board of Fire and Police Commissioners. The top twenty (20) candidates shall be placed upon the Final Promotional Eligibility Register, in rank order to be determined as follows:

- a) Adjusted Total Weight Test Score multiplied by 80%, plus,
- b) Assessment Center Test Score multiplied by 20%  
Final Weighted Promotional Score

In the event of a tie score, the placement of the tied candidates' names on the eligibility register shall be determined by lot, in the presence of a quorum of the Board, in whatever manner the Board deems appropriate.

### ***SENIORITY FOR POLICE PROMOTION***

Candidates for promotion, who have successfully passed the written, merit/efficiency, and oral components of the examination process, shall be awarded credit for seniority in the following manner. Said seniority points will be determined as of the announced date of the written examination.

- a) Candidates shall receive one-half ( $\frac{1}{2}$ ) point per year, to a maximum of five (5) points for each full year the candidate has served after initial appointment by the Board as a member of the Crystal Lake Police Department at any full-time rank.

### ***MILITARY PREFERENCE POINTS FOR POLICE PROMOTION***

A candidate may file for preference points with the Board of Fire and Police Commissioners after the initial list is posted. Candidates who are otherwise qualified and have, in writing and in a timely fashion, requested credit for prior military service of at least one year of active military service, shall be granted veteran's preference points of  $\frac{7}{10}$  of one point for each six (6) months or fraction thereof of active military or naval service not exceeding thirty (30) months (3.5 points total). No person shall receive the preference for a promotional appointment after he/she has received one promotion from an eligibility list on which he/she was allowed such preference (65 ILCS §5/10-2.1-10, 65 ILCS §5/10-2.1-11). A candidate must have received an honorable discharge from his/her military service to apply to for military preference credit. After the candidates have had ten (10) days to file for military preference points, the Board of Fire and Police Commissioners will compose and post a final eligibility list in order of finish which shall be valid for three (3) years.

### ***PROBATIONARY PERIOD FOR PROMOTIONS***

The Board shall establish a probationary period for promoted positions within the Crystal Lake Police Department based on the recommendation of the Police Chief. During this probationary period, the member may be demoted to the next lower rank without cause and without right to a hearing. The probationary period for promotions in the Crystal Lake Police Department shall be twelve (12) months.

**SECTION 1 B-GENERAL – FIRE RESCUE PROMOTIONS** – Will be handled according to the Fire Rescue Collective Bargaining Agreement and the Fire Department Promotion Act, effective August 4, 2003, HB 988, 50 ILCS.

**CHAPTER IV – ORDER OF RANK, CLASSIFICATION AND  
OATH OF OFFICE**

**SECTION 1 – RANK.**

The order of rank in the Fire Rescue Department shall be as provided by ordinance and municipal budget.

The order of rank in the Police Department shall be as provided by ordinance and municipal budget.

**SECTION 2 – CLASSIFICATION.**

The Board classifies such offices in the Fire Rescue and Police Departments for the purpose of establishing and maintaining standards of examinations and promotions based upon job descriptions and departmental regulations.

**SECTION 3 – OATH OF OFFICE.**

Before entering duty, any person about to become a member of the Crystal Lake Fire Rescue or Police Department shall take the following oath, before any person authorized to administer oaths in the state of Illinois:

“I \_\_\_\_\_, having been appointed to the position of \_\_\_\_\_ in the City of Crystal Lake, in the County of McHenry aforesaid, do solemnly swear that I will support the Constitution of the United States, and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of \_\_\_\_\_ to the best of my ability.

\_\_\_\_\_  
Employee

Subscribed and sworn to be this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City Manager

He/she shall enter into such bond in such amount as prescribed by the Ordinance.

**CHAPTER V – HEARING OF CHARGES, REMOVALS,  
SUSPENSIONS AND DISCHARGES**

**SECTION 1 – HEARING OF CHARGES\***

- a) Hearings before the Board are not common law proceedings. The provisions of the “Code of Civil Procedure” do not apply to hearings before the Board.

- b) *Counsel* as used herein means: One who has been admitted to the bar as an attorney-at-law in the State of Illinois.
- c) No rehearing, reconsideration, modification, vacation, or alteration of a decision of the Board shall be allowed.
- d) *Cause* is some substantial shortcoming that renders continuance in employment in some way detrimental to the discipline and efficiency of the public service and something that the law and sound public opinion recognize as cause for the officer no longer occupying his/her position. The right to determine what constitutes cause is in the Board.
- e) The complainant or appellant initiating any proceedings that call for a hearing before the Board shall have the burden of proof to establish by a preponderance of evidence that cause for discipline exists or that a suspension, previously imposed by the Chief of a Department, is unwarranted. Should the question of a crime be involved, the rule of *reasonable doubt* shall not control.
- f) The phrase *preponderance of evidence* is defined as the greater weight of the evidence, that is to say, it rests with that evidence which, when fairly considered produces the stronger impression, and has a greater weight, and is more convincing as to its truth when weighted against the evidence in opposition thereto.
- g) All hearings shall be public, in accordance with the Open Meetings Act.
- h) At the time and place of hearing, both parties may be represented by counsel, if they so desire. It is the responsibility of the party represented by counsel to compensate his/her counsel.
- i) All proceedings before the Board during the conduct of the hearing shall be recorded by a court reporter to be employed by the Board.
- j) The records of all hearings will not be transcribed by the court reporter unless requested to do so by the Board or any party of interest.
- k) All witnesses shall be sworn prior to testifying and the matter will be decided by the Board solely on evidence presented at the hearings.
- l) The Board will first hear the witnesses either substantiating the charges which have been made against the respondent or in support of an appeal brought by a suspended sworn Police or Fire Rescue employee who is not covered under a collective bargaining agreement. Thereafter the other party may present and examine those witnesses whom he/she desires the Board to hear. All parties shall have the right to cross-examine witnesses presented by the opposite party.

**\*Per the Collective Bargaining Agreement for the Crystal Lake Firefighter/Paramedics and Fire Lieutenants and the Collective Bargaining Agreement for Police Officers. The Board of Fire and Police Commissioners has no jurisdiction over any disciplinary matters involving employees covered under the Agreement and the employees voluntarily waive any rights they may have possessed to appeal or contest the imposition of discipline before such Board of Fire and Police Commissioners.**

## SECTION 2 – HEARING PROCEDURE.

- a) **Complaints:** In all cases, written complaints shall be filed in quintuple, setting forth a plain and concise statement of the facts upon which the complaint is based.
- b) **Probable Cause:** The Board shall have the right to determine whether there is or is not probable cause for hearing a complaint and may conduct such informal hearings as may be necessary for such purpose.
- c) **Notification of Hearing:** Upon the filing of a complaint in quintuple with the Secretary of the Board, and the determination of the Board of probable cause for entering the said complaint, the Secretary of the Board shall notify both the complainant and the respondent, either by registered or certified mail, return receipt requested, or personally, of the time and place of the hearing of the charges contained in the Complaint. The respondent shall also be served with a copy of the Complaint, and if an Order of Suspension Pending a Hearing is entered by the Board, the respondent, the complainant, the Chief of the Department, the City Manager, and the Human Resources Director of the municipality shall be notified of the entry of such Order of Suspension Pending a Hearing, and be served either personally or by registered or certified mail, return receipt requested, with a copy of such Order.
- d) **Continuances:** The matter of granting or refusing to grant a continuance of a hearing is within the discretion of the Board.
- e) **Stipulations:** Parties may, on their own behalf, or by counsel, stipulate and agree in writing, or on the record, as to evidenced guilt. The facts so stipulated shall be considered as evidence in the proceeding.  
  
In the event a respondent has been suspended pending a hearing and desires a continuance, it shall also be stipulated and agreed that in the event said respondent is to be retained in his/her position as a result of a decision of the Board following a hearing of the cause, then no compensation shall be paid to said respondent during the period of said continuance.
- f) **Sufficiency of Charges-Objections to:** Motions or objections to the sufficiency of written charges must be filed or made prior to or at the hearing before the Board.

## SECTION 3 – SUBPOENAS.

- a) Any party to an administrative hearing may, at any time before the hearing, make application to the Board by filing with it a written request for subpoenas for any individual to appear for a hearing or have them produce books, papers, records, accounts and other documents as may be deemed by the Board as relevant to the hearing. On the filing of such application, subpoenas will be issued for the named persons. Subpoenas may be served by any person twenty-one (21) years of age or older designated by the party requesting the subpoenas. Application for subpoenas should contain the names and addresses of the individuals to be subpoenaed, and the identity of any documents that they are to produce. Subpoenas will not be issued for anyone outside the State of Illinois (*65 ILCS §5/10-2.1-17*).
- b) Any request for continuance by reason of inability to serve subpoenas shall be filed in the office of the Board at least three (3) days before the date set for such hearing, provided, however, that the Board in its discretion may waive this rule.

#### **SECTION 4 – SERVICE.**

All papers required by these Rules and Regulations to be served shall be delivered personally to the party designated or mailed, by United States mail in an envelope properly addressed with postage prepaid, to the designated party at his/her last known residence as reflected by the complaint filed with the Board, except as herein otherwise provided. Proof of service of any paper may be made by the certification of any person so mailing the paper or delivering the same to the designated party personally, or by filing a return receipt showing that a paper was mailed, by either registered or certified mail, return receipt requested, to a party's address where it was received by a named party.

#### **SECTION 5 – FILING.**

All papers may be filed with the Board by mailing them or delivering them personally to the Secretary of the Board at the City of Crystal Lake, Illinois. For the purpose of these Rules and Regulations, the filing date of any paper shall be the date it was received in the Board's Office, in the event the paper is delivered personally or by messenger. In the event a paper is forwarded by mail, then the filing date shall be the date that is postmarked on the envelope of such paper.

#### **SECTION 6 – FORMS OF PAPER.**

- a) All papers filed in any proceeding shall be typewritten or printed and shall be on one side of the paper only.
- b) If typewritten, the lines shall be double spaced, except that long quotations may be single spaced and indented.
- c) All papers shall be not larger than 8 ½" by 11" with inside margins not less than one inch.
- d) The original of all papers filed shall be signed in ink by the party filing the paper or by an officer, agent, or attorney thereof and copies thereof provided the opposing party or his/her counsel.
- e) If papers are filed by an attorney, his/her name and address shall appear thereon.

#### **SECTION 7 – COMPUTATION OF TIME.**

That time within which any act under these Rules is to be done shall be computed by excluding the first day and including the last, unless the last day is Sunday or a holiday as defined or fixed in any statute now or hereafter in force in the State, and then it shall also be excluded. If the day succeeding such Sunday or holiday is also a holiday or a Sunday then such succeeding day shall also be excluded.

#### **SECTION 8 – SUSPENSION.**

- a) The Board may suspend any applicable member of the Police and/or Fire Rescue Department against whom charges have been filed, pending a hearing of the charges by the Board, but not to exceed thirty (30) days, without pay at any one time (*65 ILCS §5/10-2.1-17*).

- b) The Chief of the Police or Fire Rescue Department shall have the right to suspend any sworn employee not covered by a collective bargaining agreement under his/her command for a period not to exceed ten (10) calendar days without pay, providing no charges on the same offense have been filed and are pending before the Board, and he/she shall notify the Board in writing within seventy-two (72) hours of the time of such suspension. Any individual so suspended may appeal to the Board for a review of the suspension within five (5) calendar days after receiving written notice of such suspension by filing notice of such appeal in writing with the Secretary of the Board of Fire and Police Commissioners. The Board shall then meet to discuss and determine the disposition of the appeal. The Board may, in its sole discretion, request information or testimony from the appealing officer and/or the Chief of the Police or Fire Rescue Department to aid in its determination of the appropriate disposition. At the Board's option, they may hold an appeal to review the details regarding the circumstance. The burden of establishing that a suspension is unwarranted shall be upon the individual bringing the appeal *(65 ILCS §5/10-2.1-17)*.
- c) Upon such appeal, the Board may sustain the action of the Chief of the Department, may reverse it with instructions that the individual so suspended receive his/her pay for the period involved, may suspend the individual for a period of not more than thirty (30) days, or discharge him/her, depending on the evidence presented *(65 ILCS §5/10-2.1-17)*.
- d) Discharge from office, demotion or suspension from service in the Police or Fire Rescue Department shall be in compliance with the Fire and Police Commissioners Act of the State of Illinois, being Division 2.1, Sections §5/10-2.1-1 through §5/10-2.1-30, inclusive, of Chapter 65 of the Illinois Compiled Statutes.
- e) The Board shall, within a reasonable time after the hearing is completed, enter its findings on the records of the Board.
- f) The Board of Fire and Police Commissioners shall have the authority to demote any officer or member of the Police Department, except for those positions above the rank of Police Sergeant any rank in said Department as follows:
  - 1) Voluntary Demotion. The Board may demote a member at the request of said member if such request has been approved by the Chief of the Department.
  - 2) Disciplinary Demotion. The Board may demote a member upon written charges and after a hearing upon said charges in the manner set forth in 65 ILCS §5/10-2.1-17.

## **SECTION 9 – DATE OF HEARING.**

The time set by the Board for the Board's hearing of charges shall be within thirty (30) days of the filing of such charges. Continuances may be granted from time to time upon motion of any party to the proceedings, at the discretion of, and by order of the Board. The time limitation is not applicable to hearings conducted to review suspensions of ten (10) days or less imposed by the Chief of a Department on one of its members *(65 ILCS §5/10-2.1-17)*.

## **SECTION 10 – FINDINGS AND DECISION.**

In case any sworn member of the Police or Fire Rescue Department shall be found guilty of the charges filed against him/her after an applicable hearing by the Board, he/she may be removed, demoted, discharged, or suspended for a period not exceeding thirty (30) days, without pay. Upon an appeal, the Board may sustain the action of the Chief, may reverse it, in whole or part, or may suspend the individual for an additional period of not more than thirty (30) days, demote or discharge him or her depending on the facts presented (*65 ILCS §5/10-2.1-17*).

The findings and decision of the Board, following a hearing of the charges, shall be preserved by the Secretary, and notice of said findings and decisions sent to the officer involved and the Department Chief for enforcement. If the finding or decision is that an employee is guilty of charges investigated, and removal or discharge is ordered, such order or removal or discharge shall become effective forthwith. (See Section 8 of this Chapter V).

## **SECTION 11 – RULES – CONFLICT.**

The personnel of the Fire Rescue and Police Department shall be governed by the Rules as adopted by the Board, the City of Crystal Lake Personnel Policies, applicable collective bargaining agreements, and the Regulations or General Orders of the Fire Rescue and Police Departments. In case of conflict, the Rules of the Board or applicable collective bargaining agreement shall govern.

## **SECTION 12 – VIOLATION OF RULES.**

All members of the Fire Rescue and Police Departments shall be subject to the Regulations or General Orders of such departments, the City of Crystal Lake Personnel Policies, and the Rules of the Board, and a violation of such rules or regulations may be cause for filing of charges before the Board, a subsequent hearing and action by the Board on such charges.

## **SECTION 13 – VIOLATION OF LAW.**

Any violation of the laws of the municipality, county, or state or federal law, by any member of the Fire Rescue and Police Departments of such municipality may be cause for the filing of charges against said officer, except as herein otherwise provided.

# **CHAPTER VI – GENERAL**

## **SECTION 1.**

The Board shall have such other powers and duties as are given it by the Statutes of the State of Illinois or by ordinance.

## **SECTION 2.**

Any Chapter, Sections and/or Subsections of the foregoing Rules for the operation of the Board that are in conflict with State Statute or with any amendments thereto that may hereafter be enacted are null and void. This, however, does not invalidate any other Chapters, Sections and/or Subsections of said Rules.

**SECTION 3 – LEAVE OF ABSENCE.**

Leaves of Absence shall be granted by reason of military service or duty-related disability. If a Leave of Absence is granted by the Board during a probationary period, such probationary period shall be tolled until the probationary employee returns from his/her leave of absence (*65 ILCS §5/10-2.1-23*).

**SECTION 4 – POLITICAL CONTRIBUTIONS.**

No person in the Fire Rescue Department or Police Department of the City of Crystal Lake, Illinois, shall be under any obligation to contribute any funds to render any political service, and no such person shall do so or be removed or otherwise prejudiced for refusing to do so. No person in the Fire Rescue Department or the Police Department of the City of Crystal Lake, Illinois, shall discharge or promote or reduce, or in any manner change the official rank or compensation of any other person in such service, or promise or threaten so to do, for withholding or refusing to make any contribution of money or service or any other valuable thing for any political purpose, or in any other manner, directly or indirectly, use his/her official authority or influence to compel or induce any other person to pay or render any political assessment, subscription, contribution or service.

| PASSED and APPROVED this \_\_\_\_ day of ~~September, 2022~~ April, 2023.

Board of Fire and Police Commissioners  
of the City of Crystal Lake, Illinois

\_\_\_\_\_  
Chairperson Date

\_\_\_\_\_  
Secretary Date

\_\_\_\_\_  
Commissioner Date