# CITY OF CRYSTAL LAKE
## AGENDA
## CITY COUNCIL
## REGULAR MEETING

**City of Crystal Lake**
**100 West Woodstock Street, Crystal Lake, IL**
**City Council Chambers**
**November 1, 2022**
**7:00 p.m.**

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Approval of Minutes – October 18, 2022 Regular City Council Meeting and March 19, 2022 Budget Workshop 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. **West side of Country Club Road, at the northwest intersection of Country Club Road and Mason Hill Road in Door Township, Illinois (Woodstock, IL ) – County Zoning Request**
   b. **Special Event Request - Street Closures, Parking Restrictions and Fee Waiver – Festival of Lights Parade, Downtown Crystal Lake – Friday, November 25, 2022**

10. **No Parking Restriction – North side of Georgian Court**

11. **Resolution in support of the application for a FEMA Building Resilient Infrastructure and Communities Grant for the Re-Establish Crystal Creek Improvement Project**

12. **Water Main Easement Agreements for the Deep Well 19 and Transmission Water Main Project**

13. **Various Utility Agreements for the 95 E. Crystal Lake Avenue Development**

14. **Approval of a change order increasing the compensation for construction engineering services and appropriation of additional Motor Fuel Tax (MFT) funds for the North Main Street Improvement**

15. **Bid Award – Sewer Lining Services**

16. **Designation and Auction Sale of Surplus Property**

**17. Proposal Rejection and Award – Fire Alarm System Upgrade and Clean Agent Fire Suppression System Installation at Fire Station 3**

**18. Intergovernmental Agreement between the City of Crystal Lake and the Crystal Lake Public Library on the indemnification of the use of Library Impact Fees**

**19. Board and Commission Appointment – Planning and Zoning Commission**

**20. Board and Commission Appointments – Sustainability Committee**

**21. Board and Commission Appointment – Economic Development Committee**

**22. Council Inquiries and Requests**

**23. 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**

**24. Reconvene to Regular Session**

**25. 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: 10**

# City Council
# Agenda Supplement

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|---|---|
| **Meeting Date:** | November 1, 2022 |
| **Item:** | No Parking Restriction – North side of Georgian Court |
| **Staff Recommendation:** | Motion to adopt an Ordinance making it unlawful to stop, stand, or park any vehicle on the north side of Georgian Court for its entire length |
| **Staff Contact:** | Michael P. Magnuson, Director of Public Works and Engineering |

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**Background:**
Georgian Court is a 150-foot long roadway off of Marian Parkway, just south of Route 176 which allows parking on both sides. By allowing parking on both sides of the street, snow plow trucks and large emergency vehicles cannot traverse the street. The City believes that residents or visitors of the apartment building to the north were parking along the street. The apartment building has recently expanded their parking lot to accommodate 8 more spaces.

The attached Ordinance restricts the parking only along the north side of Georgian Court to allow access for snow removal and large emergency vehicles. The owner of the single residential lot at the southeast corner of Georgian Court and Marian Parkway was notified of this potential change and has not provided any feedback.




**Votes Required to Pass:**
Simple majority.

# ORDINANCE

**WHEREAS,** Georgian Court is a two lane, 150-foot long street in the CITY OF CRYSTAL LAKE with parking on both sides of the street; and

**WHEREAS,** due to parking being allowed on both sides of the street, emergency vehicles and snowplowing activities find it difficult to maneuver.

**NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE,** as follows

SECTION I: That it shall be unlawful to stop, stand, or park any vehicle on the north side of Georgian Court for the entire length.

SECTION II: That any person, firm, or corporation violating any provisions of this Ordinance shall be fined in accordance with Chapter 1, Article II providing for General Penalty Provision in the Code of Ordinances of the City of Crystal Lake, Illinois.

SECTION III: That suitable signs and markers shall be erected.

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

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

**DATED** this 1st day of November, 2022.

Draft

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: November 1, 2022
APPROVED: November 1, 2022

Draft

**Agenda Item No: 11**

# City Council
# Agenda Supplement

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**Meeting Date:** November 1, 2022

**Item:** Resolution in support of the application for a FEMA Building Resilient Infrastructure and Communities Grant for the Re-Establish Crystal Creek Improvement project

**Staff Recommendation:** Motion to adopt a Resolution supporting the application for a FEMA Building Resilient Infrastructure and Communities Grant to partially fund the Re-Establish Crystal Creek Improvement project

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

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## Background

Crystal Creek is an open channel from the outlet of the lake to the City limits near Rakow Road with one exception, the stretch between Highland Avenue and St. Andrews Lane, behind South Elementary School and in front of Lundahl Middle School, where the creek enters an undersized failing storm sewer. The area of the creek that is located in storm sewers causes a pinch point for water flowing through the creek. During heavy storms, water cannot get into the storm sewer and it floods areas upstream including the Crystal Lake Country Club parking lot and tennis courts and affects the Creek levels upstream of Country Club Road in a residential neighborhood. Flooding also occurs through the school properties during heavy rain events. Re-establishing the creek will allow flood waters to flow in the designated creek area and reduce the level of flooding to the surrounding area.

The proposed project will re-establish the open channel creek at this location and remove the existing storm sewers. The City is nearing completion of preliminary engineering for the project and will be initiating design engineering this winter with construction tentatively proposed for 2024.

City staff is always looking for grant opportunities to fund identified capital projects. The Building Resilient Infrastructure and Communities (BRIC) Grant is allocated through FEMA to support states, local communities, tribes and territories as they undertake hazard mitigation projects, reducing the risks they face from disasters and natural hazards. The BRIC program guiding principles are supporting communities through capability- and capacity-building; encouraging and enabling innovation; promoting partnerships; enabling large projects; maintaining flexibility; and

providing consistency. The City's Re-Establish Crystal Creek improvement fits the requirements of this grant.

The BRIC funding request is to cover 75% of the construction costs for this improvement, estimated at $3,505,358.02. The City would cover the remaining 25% with local funds. A resolution of support is a requirement of the grant application submittal. Therefore, the City Council is requested to adopt the attached resolution to include in the City's application.

**Votes Required to Pass:**
Simple majority.

# RESOLUTION

**WHEREAS,** Crystal Creek enters two undersized failing storm sewers between Highland Avenue and St. Andrews Lane; and

**WHEREAS**, these storm sewers cause upstream flooding; and

**WHEREAS**, it is desirable to re-establish Crystal Creek to reduce flooding and improve water quality; and

**WHEREAS,** FEMA is soliciting applications for Building Resilient Infrastructure and Communities (BRIC) Grant funds; and

**WHEREAS,** the City is requesting 75% of the construction for the project to be funded with BRIC funds and the remaining 25% to be paid for with local funds;

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

**BE IT FURTHER RESOLVED** that the Mayor and City Council support the Re-Establish Crystal Creek Improvement Project and support the City's application for BRIC grant funding; and

**BE IT FURTHER RESOLVED** that the City will secure and provide the necessary local match required for the project should it be funded with BRIC grant funds; and

**BE IT FURTHER RESOLVED** that the Interim City Manager is authorized to execute any required documents associated with the grant application process.

Draft

**DATED** this 1st day of November 2022.

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: November 1, 2022
APPROVED: November 1, 2022

Draft

**Agenda Item No: 9a**

**City Council**
**Agenda Supplement**

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**Meeting Date:** November 1, 2022

**Item:** COUNTY ZONING REQUEST

West side of Country Club Road, at the northwest intersection of Country Club Road and Mason Hill Road in Dorr Township, Illinois (Woodstock, Illinois)

**Recommendation:** City Council's discretion.

a) Motion to object to the proposed Reclassification of the subject property from "A-1" (Agriculture District) to "E-3" (Estate District), directing staff to proceed with an objection to the County Hearing Officer
b) No action

**Staff Contact:** Kathryn Cowlin, Director of Community Development
Katie Rivard, Assistant City Planner

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## Background:

- As is customary with County Zoning requests within the City's mile and a half planning jurisdiction, the City received notice of this request.
- The subject property in question consists of approximately 102.08 acres.
- The subject property is surrounded by County zoning district "E-3" Estate District to the East and West, "E-3" Estate District zoning and the Village of Bull Valley to the North, and "A-1" Agriculture District zoning to the South.
- The subject property is currently being farmed as agricultural land. However, only portions of the property is suitable for agricultural uses as there are wet areas on the property.

## Request:

- The petitioners are requesting a proposed reclassification of the subject property from "A-1" (Agriculture District) to "E-3" (Estate District). The "E-3" zoning district allows for large parcels of residential development.

- The McHenry County 2030 and Beyond Analysis and McHenry County 2030 Comprehensive Plan support the reclassification. The proposed reclassification is consistent with the 2030 Comprehensive Plan Future Land Use map designation of Estate. Additionally, the request is consistent with the surrounding parcels already zoned "E-3".
- Uses in the "E-3" zoning district are also allowed in "A-1" zoning district. However, the "E-3 allows an increased density.
- Per the County, there are potential impacts to agricultural, natural, and water resources on site. The property is within the Boone Creek Fen's Class III Groundwater Area and is located in Sensitive Aquifer Recharge Area. If development is proposed, additional review will be required to address any concerns.
- The property is not within the Crystal Lake Watershed, and staff does not have any concerns with this request.

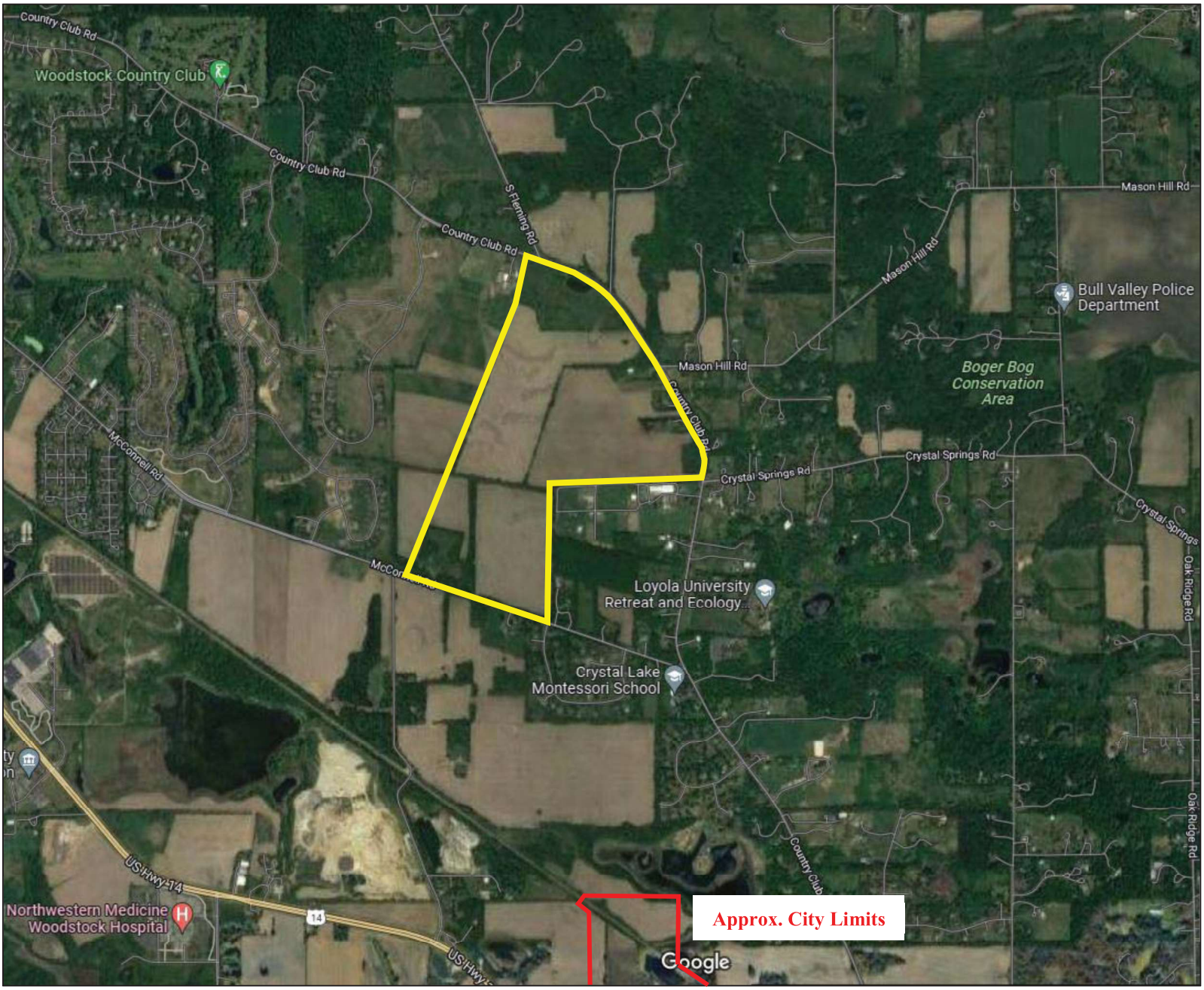
**Votes Required to Pass:** A simple majority.

PIQ Map

West Side of Country Club Road, at the northwest intersection of
Country Club Road and Mason Hill Road, Woodstock, IL

Dorr Township

Approximately 0.8 miles outside of City Limits



# McHenry County
# Zoning Board of Appeals - Zoning Hearing
# AGENDA

**November 10, 2022, 1:30 PM**
**Conference Room B**
**Administration Building, 667 Ware Rd., Woodstock, IL 60098**

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**Pages**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **NEW BUSINESS / PUBLIC HEARING**
   - 3.1. Zoning Application #2022-040 - Chicago Title Land Trust #11432410 - Dorr Twp - A1-E3 Request for Reclassification from the A-1 Agriculture District to the E-3 Estate District. 2
4. **OLD BUSINESS**
5. **PUBLIC COMMENT**
   Topics unrelated to public hearing - 3-minute time limit per speaker
6. **ANNOUNCEMENTS**
7. **ADJOURNMENT**

# Staff Report for the McHenry County Zoning Board of Appeals

**Application:** **# 2022-040**

**PIN:** 13-11-400-012, 13-11-400-007 and 13-14-200-001

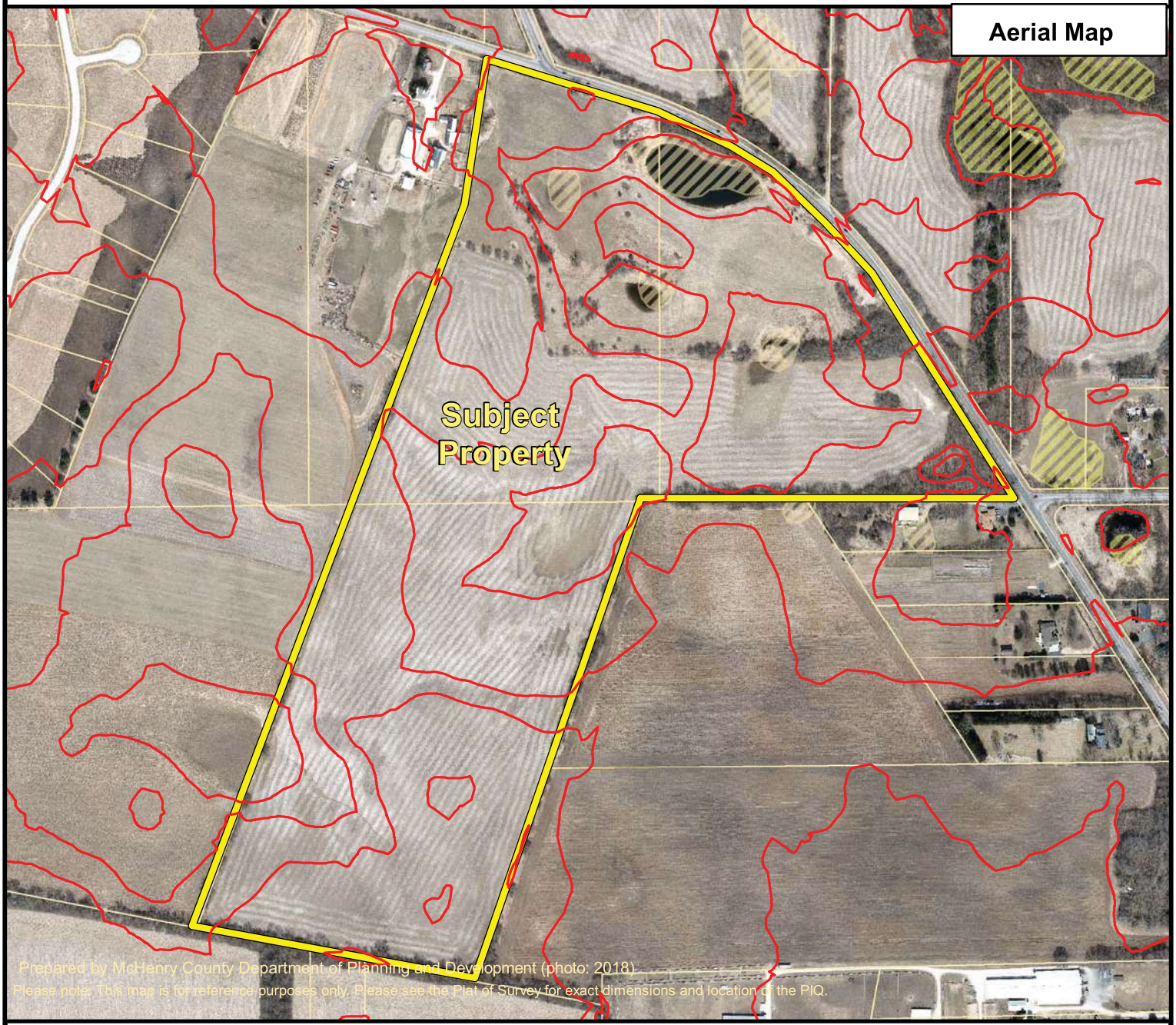
**Address:** Country Club Road, Woodstock, IL

**Location:** The property consists of approximately 102.08 acres and is located on the west side of Country Club Road, at the northwest intersection of Country Club Road and Mason Hill Road, Dorr Township.

**Hearing:** **November 10, 2022**

**Applicant:** Chicago Title Land Trust 11432410

**Request:** Reclassification from the A-1 Agriculture District to the E-3 Estate District




**Elevation**
(feet above sea level)
- 10-foot contours
- 2-foot contours

**FEMA Flood Hazard Areas**
- 0.2 % Annual Chance of Flood
- 1% Annual Chance of Flood
- Floodway

**ADID Wetland Map 2005**
- High Functional Value Wetland (hfvw)
- High Quality Wetland (hqw)
- Wetland (w)
- Farmed Wetland (fw)

N

1 inch equals 550 feet

Feet
280 140 0 280 560

**STAFF COMMENTS**

*The following comments and conclusions are based upon staff analysis and review prior to this hearing and are to be considered viable unless evidence is established to the contrary. Staff may have additional comments based upon the testimony presented during the public hearing.*

## BACKGROUND & REQUEST SUMMARY

The applicant is requesting a map amendment from the A-1 Agriculture District to the E-3 Estate District on a 102.08-acre tract of land. The subject property is currently comprised of three (3) separate parcels. According to the plat of survey, the subject property is undeveloped.

## MCHENRY COUNTY UNIFIED DEVELOPMENT ORDINANCE

- The applicant must meet the Approval Standards for Map Amendment, listed in §16.20.010.E.1 of the *McHenry County Unified Development Ordinance*.

## STAFF ANALYSIS

### Current Land Use & Zoning

The subject property is currently zoned A-1 Agriculture District and used for agricultural purposes. The proposal to reclassify to E-3 Estate is consistent with the surrounding zoning, which includes E-3 Estate to the north, east and west and A-1 Agriculture to the south. Properties around the subject property are used primarily for agricultural purposes with some single-family residences along Country Club Road and Mason Hill Road.

### 2030 Comprehensive Plan Future Land Use *map*

The proposed reclassification is consistent with the future land use designation of **Estate.**

### 2030 Comprehensive Plan & 2030 and Beyond Analysis

The 2030 Comprehensive Plan and 2030 and Beyond support the reclassification to E-3 Estate. There are potential impacts to agricultural, natural, and water resources on the site *(See comments below).*

*McHenry County 2030 and Beyond, Adopted October 18, 2016—*

Big Idea #1 Let's make our communities healthy, active, and green

*"We can make it happen by promoting development that is compact, contiguous to, or located within municipalities in order to preserve rural landscapes while providing greater mobility choice for all residents."* (p. 12)

- The subject property is adjacent to the Village of Bull Valley and within eight hundred (800) feet of the City of Woodstock.

Big Idea #2 Let's build on our strengths

*"We can make it happen by preserving our wide array of housing choices and lot sized – from rural to urban."* (p. 14)

- The proposed reclassification to the E-3 District is a mechanism to potentially reduce lot sizes from the current forty (40) acres to as little as three (3) acres.

Big Idea #3 Let's grow smarter

*"We can make it happen by focusing development that is compact, contiguous to, or located within municipalities, and away from areas designated for agriculture and lacking infrastructure and services."* (p. 16)

- See comments from Big Idea #1, above.

Big Idea #4 Let's expand our economy

No applicable text.

*McHenry County 2030 Comprehensive Plan, Adopted April 20, 2010—*

Community Character & Housing

*"Promote increased density and compact contiguous development." (p. 15)*

- The subject property is contiguous to the Village of Bull Valley and within eight hundred (800) feet of the City of Woodstock. The potential density of this property could be increased from one (1) per forty (40) acres to one (1) per three (3) acres if the reclassification is granted.

Agricultural Resources

*"Use the LE portion of LESA (productivity portion) to determine most productive land." (p. 29)*

- The McHenry-Lake County Soil and Water Conservation District *Natural Resources Inventory* was received (Report # 22-055-4446). Discussion regarding the Land Evaluation and Site Assessment (LESA) begins on page 27, with a Land Evaluation (LE) score of 75 being assigned to this property. For purposes of the Land Evaluation portion of the LESA system, each soil is assigned a relative value number, from 0 to 100, a 0 being the worst soils for crop production, 100 being the best.

*"Maintain and protect the most productive agricultural lands, where appropriate, by discouraging nonagricultural growth in these areas." (p. 29)*

- Reclassification does not, in and of itself, impact the ability to farm the property as agricultural is a permitted use in all zoning classifications.

Greenways, Open Space & Natural Resources

Objective: "*Promote land uses that […] preserve natural features; minimize the impact on land, water, energy, and other natural resources*" (p. 43)

- The McHenry-Lake County Soil and Water Conservation District *Natural Resources Inventory* report for this proposal indicates that the subject property is within the Boone Creek Fen's Class III Groundwater Area, an area which is "demonstrably unique…or…vital for a particularly sensitive ecological system…or…groundwater that contributes to a dedicated nature preserve…."
- The property is located within a Sensitive Aquifer Recharge Area.
- The act of reclassification does not impact natural resources. However, evaluation of a reclassification should consider the most intensive use allowed within that designation in relationship to the land. All the uses allowed in the E-3 Estate district are also allowed uses within the A-1 Agriculture district. The main difference between these two classifications is the increased density allowed through the E-3 Estate classification.

Water Resources

Objective: "*Preserve, improve, and replenish the quality and quantity of existing groundwater resources*." (p. 63)

- According to the Sensitive Aquifer Recharge Area Map, the site is located within a zone of elevated contamination potential. No there is no mapped FEMA floodplains on the property. However, there is a small area (less than one (1) acre) which does have a recorded flood-of-record event.

Economic Development

No applicable text.

Infrastructure

No applicable text.

## STAFF ASSESSMENT

The applicant is requesting a map amendment from the A-1 Agriculture District to the E-3 Estate District on a 102.08-acre tract of land. The request is consistent with the existing agricultural and single-family residential land uses of the surrounding area. The request is also consistent with the 2030 Comprehensive Plan's Future Land Use Designation of **Estate**. The site does have a number of environmentally sensitive aspects, including the property is within the Boone Creek Fen's Class III Groundwater Area and is located in a Sensitive Aquifer Recharge Area. Staff notes that while there are a number of concerns related to developing the site, a reclassification is not, in itself, development. There will be further review of the property if/when development is contemplated and these concerns can be addressed during those reviews. As such, staff has no objections to the petitioner's request.

*Approval Standards for Zoning Amendments.* The Zoning Board of Appeals recommendation and the County Board decision shall consider the following standards. However, the Zoning Board of Appeals' recommendation and the County Board's decision on any zoning text or map amendment is not controlled by any one factor under the following standards, but rather the approval of amendments is based on a balancing of the factors under each standard.

1. *Approval Standards for Map Amendments.*

    a. The compatibility of the proposed zoning with the existing use and zoning of nearby property.

    b. The extent to which property values of the subject property are diminished by the existing zoning.

    c. The extent to which the public health, safety, and welfare of the public are promoted by the existing zoning.

    d. The relative gain to the public, as compared to the hardship imposed upon the applicant, if the proposed zoning is denied.

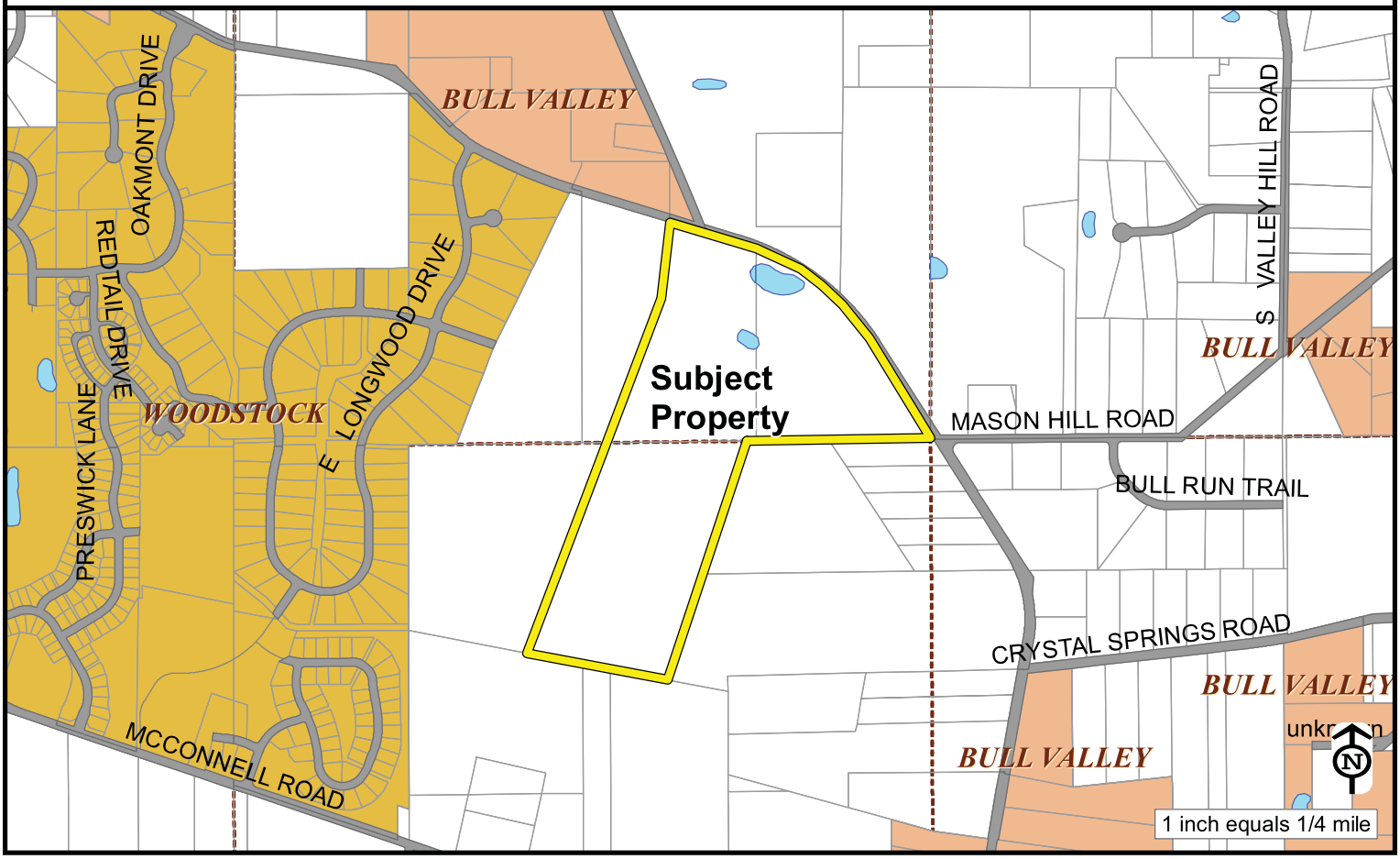
    e. The suitability of the property for the purposes for which it is presently zoned.

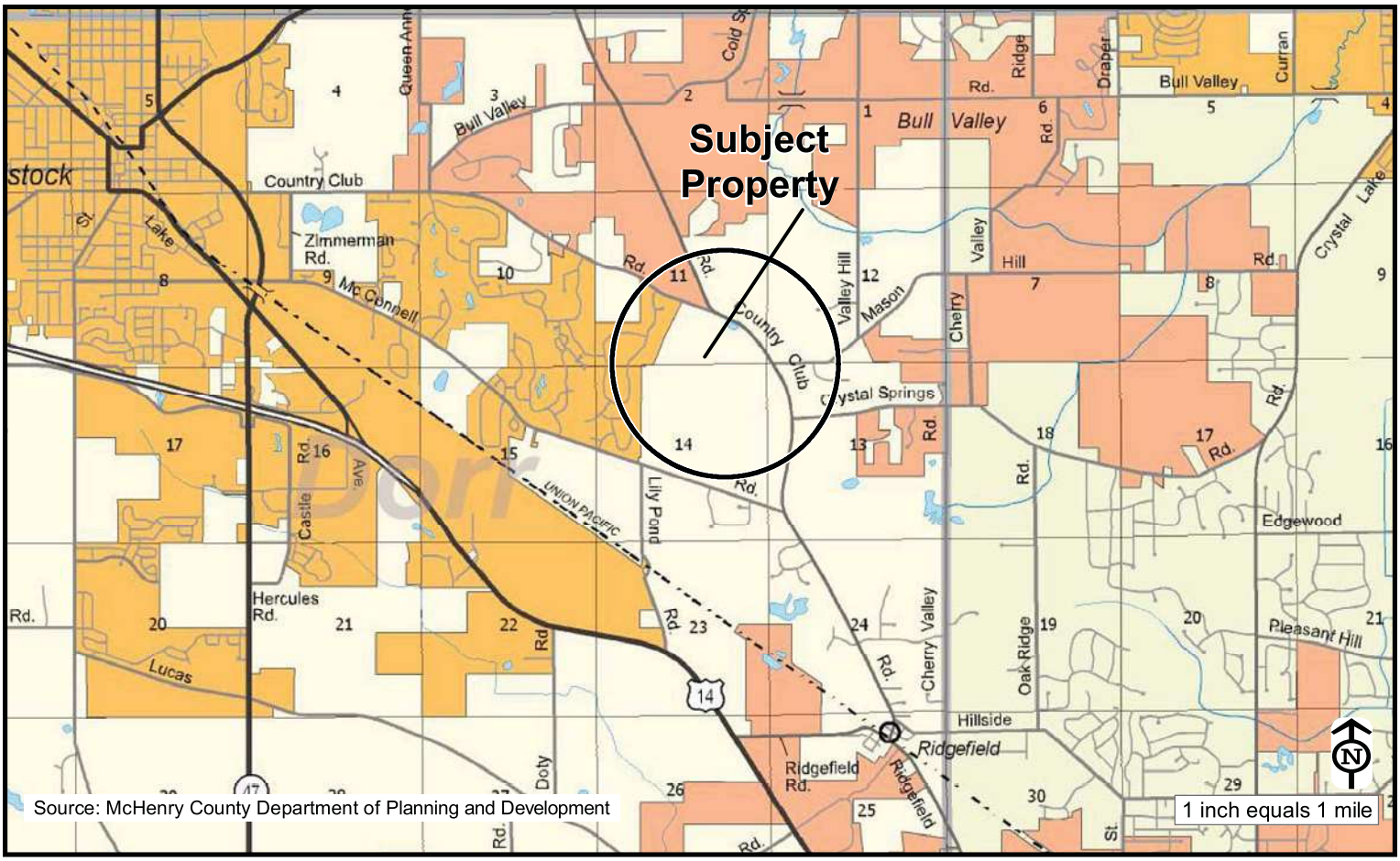
    f. The length of time the property has been vacant as zoned considered in the context of land development in the vicinity of the subject property.

    g. The community need for the proposed use.

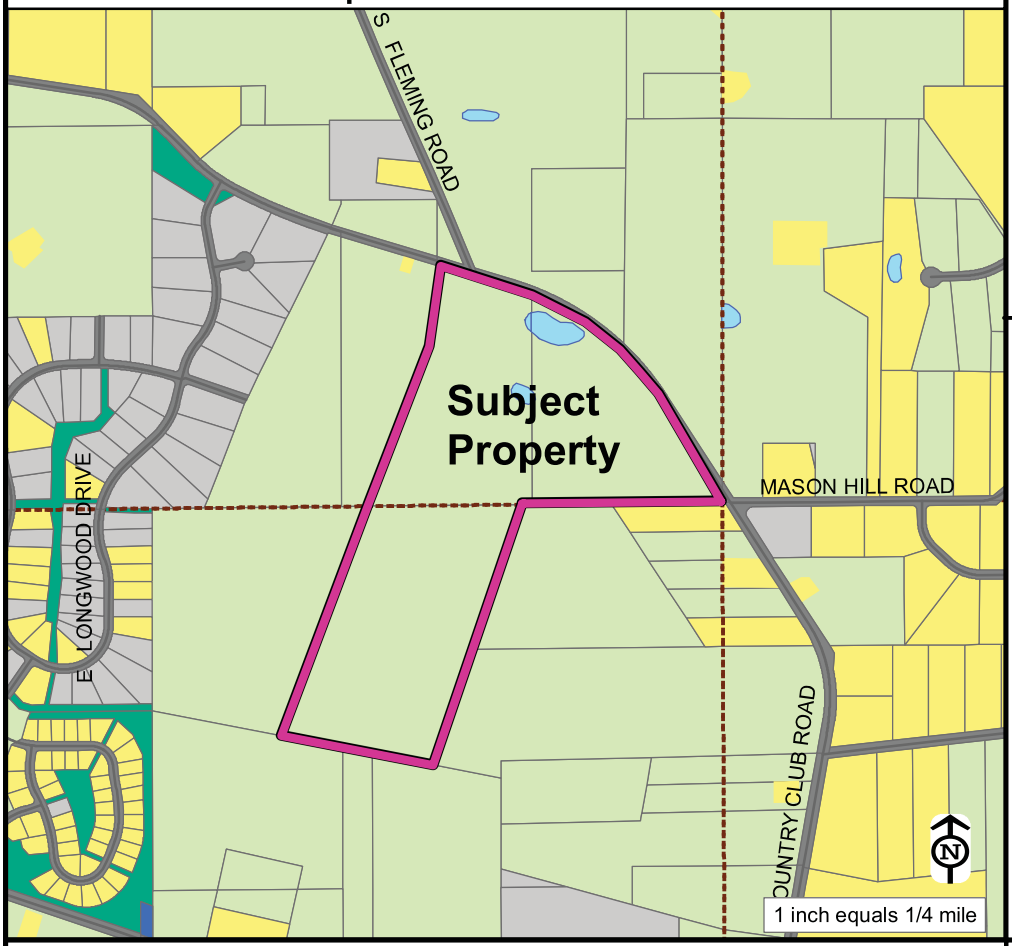
    h. The consistency of the proposed amendment with the adopted comprehensive plan and the appropriateness of the comprehensive plan to the subject property.

**Location Map** **Country Club Road, Woodstock, Illinois** **Dorr Township**



## Current Land Use Map




**Current Land Use**

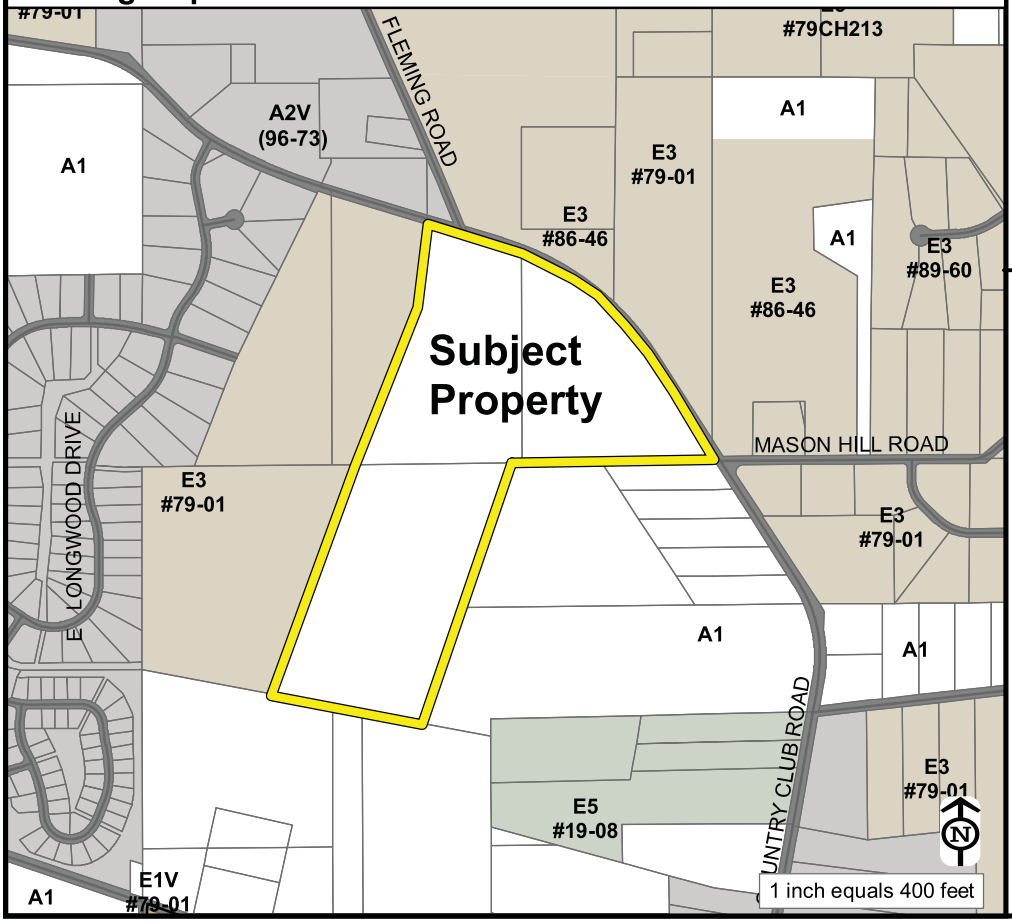
*Agriculture*

**Adjacent Land Use(s)**

North: *Agriculture*
South: *Agriculture & Single-Family Residential*
East: *Agriculture*
West: *Agriculture*

- Agriculture
- MCCD Agriculture
- Single-Family Residential
- Multi-Family Residential
- Open Space
- Golf Course
- Commercial
- Office
- Industrial
- Mixed Use
- Earth Extraction
- Vacant
- Government / Institutional
- Transportation, Communication, Utilities
- Under Review

## Zoning Map




**Current Zoning**

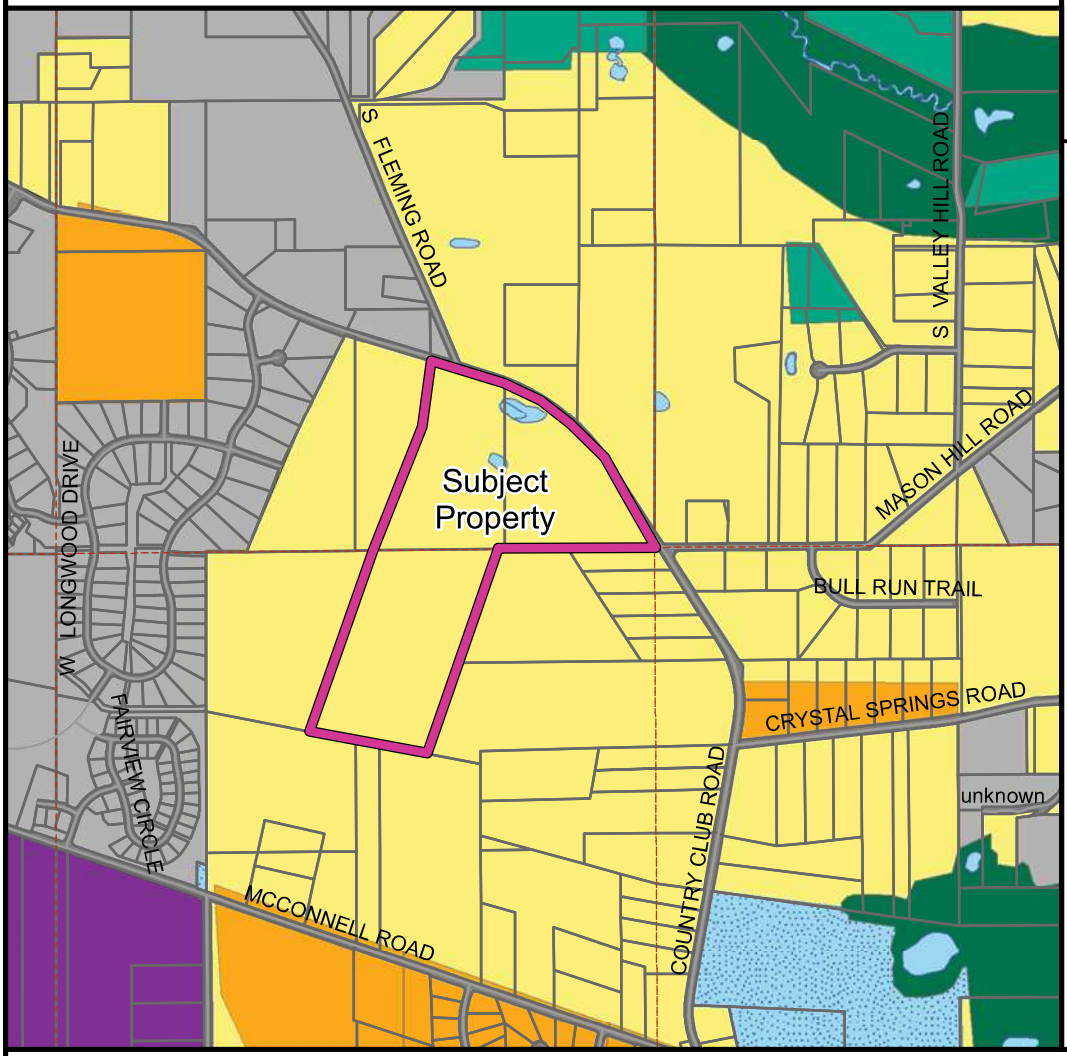
**A-1 Agriculture**

**Adjacent Zoning**

North: E-3 Estate
South: A-1 Agriculture
East: E-3 Estate
West: E-3 Estate

- A-1 Agriculture
- A-2 Agriculture
- E-5 Estate
- E-3 Estate
- E-2 Estate
- E-1 Estate
- R-1 Single-Family Residential
- R-2 Two-Family Residential
- R-3 Multiple-Family Residential
- B-1 Neighborhood Business
- B-2 Liquour Business
- B-3 General Business
- O Office / Research
- I-1 Light Industrial
- I-2 Heavy Industrial
- PD Planned Development
- C Conditional Use
- V Variation
- Incorporated

## McHenry County 2030 Comprehensive Plan Future Land Use Map




### Future Land Use Map Designation

*Estate*

- Agricultural
- Open Space
- Environmentally Sensitive Area
- Estate
- Isolated Estate
- Residential
- Isolated Residential
- Retail
- Mixed Use
- Office, Research, Industrial
- Gov't, Institutional, Utilities
- TOD Existing Rail Station
- TOD Future Rail Station
- Active Earth Extraction Site
- Municipality

Scale: 1 inch = 1/4 mile

N

**Municipal / Township Plan Designations**

| | | | |
|---|---|---|---|
| Village of Bull Valley: | No Designation | City of Woodstock: | No Designation |
| City of Crystal Lake: | No Designation | Dorr Township: | No Designation |

**McHenry County 2030 Comprehensive Plan — Text Analysis**

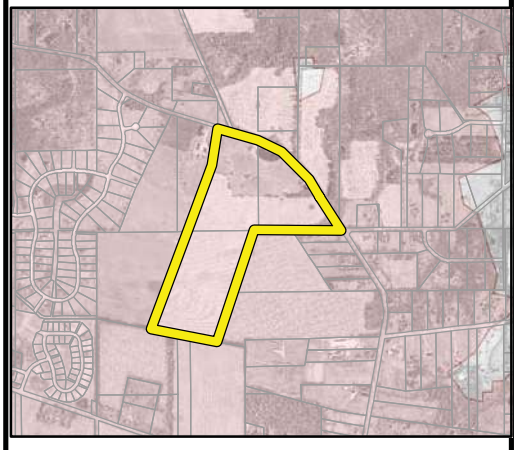
Land Use

Estate includes existing and proposed areas for single-family residential uses at gross densities of one to five acres per dwelling unit. Estate land use is generally designated in areas that are not projected to have access to public sewer and water. Where appropriate, conservation design is encouraged in order to cluster lots and maintain open space within estate developments. Increased estate densities are encouraged where appropriate; however, estate development in close proximity to a municipality should take into consideration that municipality's densities (p. 134).

Sensitive Aquifer Recharge Areas

The site IS located in a zone with elevated contamination potential.

**Sensitive Aquifer Recharge Areas (SARA)**



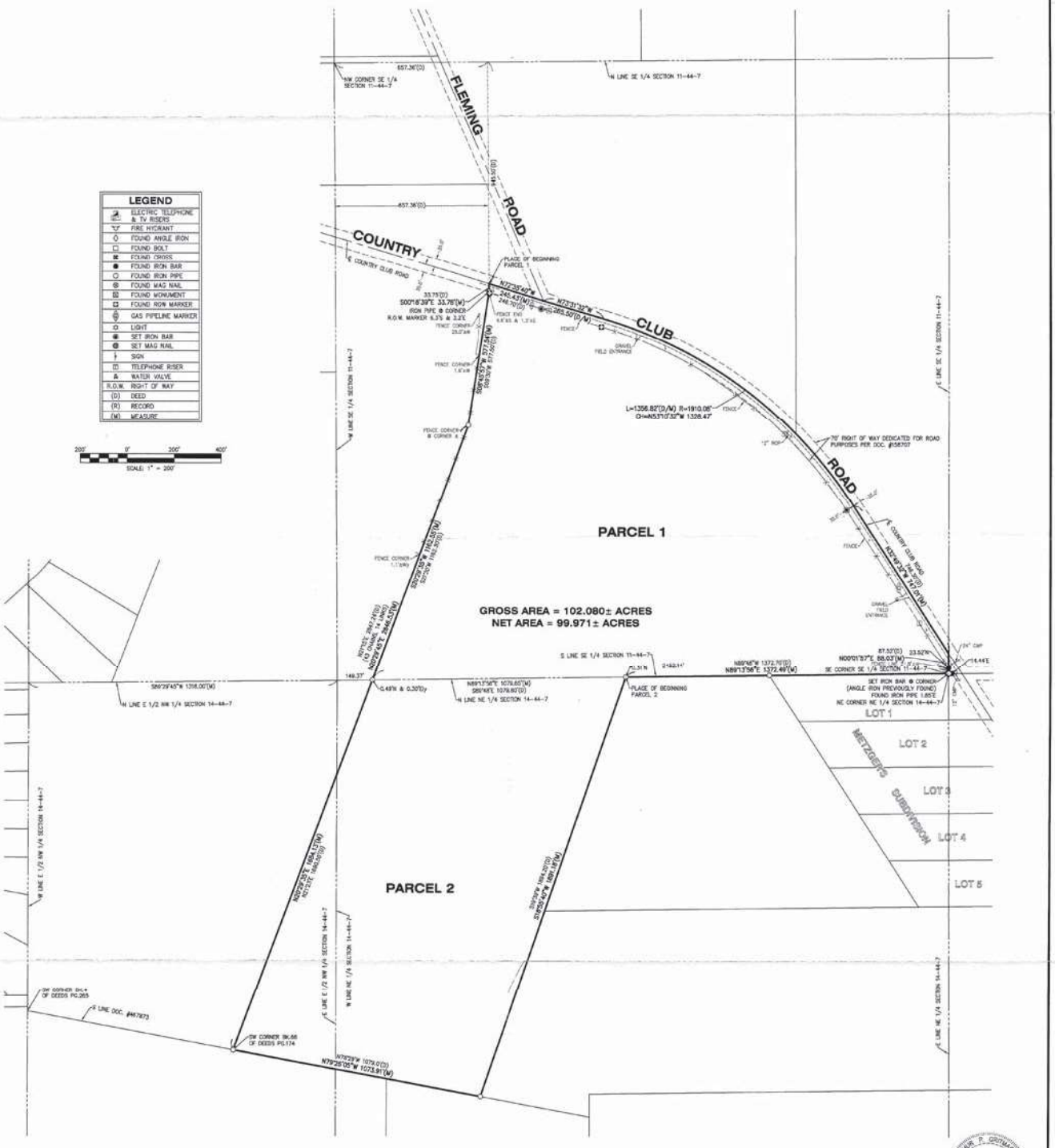
Sensitive Recharge Area

Vanderstappen
Land Surveying, Inc.
www.vanderstappenlandsurveying.com
1216 N. Madison St.
Woodstock, Illinois 60098
ph. 815-337-4370 fax 815-337-4374
"Always faithful to the property line"

# PLAT OF SURVEY

**PARCEL 1:**
That part of the Southeast Quarter of Section 11, Township 44 North, Range 7, East of the Third Principal Meridian, described as follows: Commencing on the North line of said Southeast Quarter at a point 657.36 feet East of the center of said Section 11; thence South parallel with the West line of said Southeast Quarter, for a distance of 945.50 feet to a point in the centerline of the Public Highway and the Place of Beginning of this description; thence continuing South on same said parallel line for a distance of 33.75 feet to a point; thence South 9 degrees 30 minutes West, 577.50 feet to a point; thence South 21 degrees 30 minutes West, for a distance of 1162.30 feet to a point on the South line of said Southeast Quarter; thence East on the South line thereof to the Southeast corner thereof; thence North on the East line thereof, for a distance of 87.52 feet to a point in the centerline of aforesaid Highway; thence Northwesterly on the centerline of said Highway, for a distance of 746.30 feet to a point of curve in said centerline; thence Northwesterly on a curve, convex Northeasterly and having a radius of 1910.08 feet, for a distance of 1356.82 feet (arc measurement), to a point of tangency; thence Northwesterly and tangent to the last described curve, for a distance of 265.50 feet to a point; thence Northwesterly on said centerline, for a distance of 246.70 feet to the Place of Beginning, in McHenry County, Illinois.

**PARCEL 2:**
That part of the North Half of Section 14, Township 44 North, Range 7 East of the Third Principal Meridian, described as follows: Beginning at a point on the North line of said Section 14, which is North 89 degrees 48 minutes West, 1372.70 feet from the Northeast corner thereof; thence South 18 degrees, 39 minutes West, 1894.20 feet; thence North 78 degrees 29 minutes West, 1079.0 feet; thence North 21 degrees 23 minutes East, 1690.50 feet to the North line of said Section 14; thence South 89 degrees 48 minutes East along said North line, 1079.80 feet to the Place of Beginning, in McHenry County, Illinois.




CLIENT: KELARNEY LLC
DRAWN BY: SES CHECKED BY: APG
SCALE: 1"=200' SEC. 11,14 T. 44 R. 7 E.
BASIS OF BEARING: IL EAST ZONE NAD83 (2011)
P.I.N.: 13-11-400-007; -012, 13-14-200-001
JOB NO.: 220578 I.D. MBV
FIELDWORK COMP.: 06/14/22 BK. PG.
ALL DISTANCES SHOWN IN FEET AND DECIMAL PARTS THEREOF CORRECTED TO 68° F.

NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the description ordered to be surveyed contains a proper description of the required building lines or easements.
* No distance should be assumed by scaling.
* No underground improvements have been located unless shown and noted.
* No representation as to ownership, use, or possession should be hereon implied.
* This Survey and Plat of Survey are void without original embossed or colored seal and signature affixed.

Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

07/27/22 SES – BOUNDARY MONUMENTATION REVISED

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

In my professional opinion, and based on my observations, I hereby certify that we have surveyed the premises above described, and that the plat hereon is a true representation of the said survey. This professional service conforms to the current Illinois minimum standards for a boundary survey.

Dated at Woodstock, McHenry County, Illinois 07/12 A.D., 20 22.

Vanderstappen Land Surveying Inc.
Design Firm No. 184-002792

By: _____
Illinois Professional Land Surveyor No. 3857

ARTHUR P. GRUTMACHER
035-003857
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
EXP. 11/30/2023
WOODSTOCK, ILLINOIS

MCHENRY COUNTY PLANNING AND DEVELOPMENT
2200 N. SEMINARY AVENUE, WOODSTOCK, IL 60098
815-334-4560

Office Use Only

Petition #/Permit # 2022-040

# APPLICATION FOR ZONING PETITION, ADMINISTRATIVE VARIATION OR SITE PLAN REVIEW

| OWNER INFORMATION: | ATTORNEY or AGENT CONTACT INFORMATION (If Applicable): |
|---|---|
| Name Chicago Title Land Trust No. 11432410 | Name Christina M. Green, Sweet & Maier, S.C. |
| Address 10 S. LaSalle Street, Suite 2750 | Address 114 N. Church Street |
| City, St, Zip Chicago, IL 60603 | City, St, Zip Elkhorn, WI 53121 |
| Daytime Phone 312-223-4110 | Phone 262-723-5480 |
| Email | Email cgreen@wisclaw.com |

| PETITIONER (If other than owner): | TRUSTEE/BENEFICIARY/OFFICERS/DIRECTORS/CONTRACT PURCHASER (please use separate page for additional information): |
|---|---|
| Name | Name Kelarney LLC, Brian M. Kelly, Manager/President |
| Address | Address PO Box 636 |
| City, St, Zip | City, St, Zip Woodstock, IL 60098-0636 |
| Daytime Phone | Phone 847-867-5763 |
| Email | Email bmkelly1965@gmail.com |

RECEIVED
SEP 14 2022
ZONING DIVISION

**PARCEL INFORMATION:**

Address Country Club Road

City Woodstock Zip 60098

Parcel/Tax Number 13-11-400-012; 13-11-400-007; 13-14-200-( 01

Number of Acres 102.080 aggregate

| Applying For: (Check all that apply) | | |
|---|---|---|
| | ☒ Reclassification | Current Zoning: A-1 Requested Zoning: E-3 |
| | ☐ Conditional Use & Site Plan Review | CUP Request: |
| | ☐ Variation, Administrative<br>☐ Variation, Zoning | Variation Request: |
| | ☐ Site Plan Review | Type: |
| | ☐ Text Amendment | UDO Section(s): |
| | ☐ Appeal | Type: |

Please provide additional information on the back of this page.

**NARRATIVE:** Please use this space to explain your request in detail.

Applicant requests a rezone of the parcels identified above from the A-1 Agricultural District to the E-3 Estate District. The subject parcels are currently surrounded by E-3 zoned property to the East and across Country Club Road to the North and West. The land to the South of the subject parcels is zoned A-1.

The subject parcels are also designated for estate zoning under the McHenry County 2030 Comprehensive Plan, and thus the E-3 Zoning district would be an appropriate zoning district for the subject parcels. See further details on the satisfaction of the approval standards for map amendments below.

**CONSENT**

I/We hereby authorize that the aforementioned petitioner, attorney, and agent may act and testify on my behalf as my agent in the matter of this zoning application regarding the property listed above that is the subject of this application.

**VERIFICATION**

I/We hereby verify and attest to the truth and correctness of all facts, statements and information presented herein.

Chicago Title Land Trust No. 11432410
By: Kelarney LLC, Its Beneficiary

_____
*Owner's Signature*

By: Brian M. Kelly, Manager/President
*Print Name*

SUBSCRIBED and SWORN to before me this 12th day of September, 2022.

_____
NOTARY PUBLIC

Christina M. Green
Notary Public
State of Wisconsin

_____
*Signature*

_____
*Print Name*

*SUBSCRIBED and SWORN to before me this _____ day of _____, 2022_____.*

_____
*NOTARY PUBLIC*

## Approval Standards for Map Amendments

(McHenry County Unified Development Ordinance §16.20.010E.1)

This form must be completed for requests for rezoning. Yes and No answers are insufficient, please provide a minimum one or two sentence explanation.

1. Is the **proposed zoning designation** compatible with the existing uses and zoning designations of nearby properties?
   The proposed zoning designation is compatible with the existing uses and zoning in that a large portion of the property is surrounded by parcels already designated as E-3 Zoning. See zoning map attached hereto as "Exhibit A". Additionally, the subject parcels are designated for "Estate Zoning" under the McHenry County Future Land Use Map in the 2030 Comprehensive Plan ("Comprehensive Plan"). E-3 Zoning is "Estate Zoning".

2. To what extend is the value of the subject property diminished by the **existing zoning designation**?
   Under the current zoning the land has value only as agricultural lands. The land value would be considerably higher under the Estate zoning designation in that it allows the property to be divided and sold as individual parcels for residential estate development,which achieves a higher value.

3. Is there a benefit to the health, safety, and welfare of the public under the **current zoning designation?**
   There is no benefit to the health, safety, and welfare of the public under the current zoning designation in that the current zoning is agricultural use, but it is not highly productive agricultural land. Additionally, the County's Future Land Use Map for the property demonstrates that it is intended to be estate residential zoning to allow for population growth in the area. This rezone would allow for orderly development as set forth in the Comprehensive Plan for the area. There is also no detriment to the public by the reclassification. E-3 zoning allows for large parcels of residential development. Allowing these large parcels to be developed for residential development would not be detrimental to the health, safety, or welfare of the public.

4. Is this property suitable for uses allowed under the **current zoning designation?**
   Portions of the parcels are suitable for the allowed use under the current zoning designation, but there are wet areas of the Property which is not suitable for agricultural uses, and the Property is not highly productive agricultural lands. Additionally, the Property is also suitable for the requested zoning designation, and is more appropriately placed under that designation as it is in keeping with the McHenry County Comprehensive Plan designation.

5. How long has the property been vacant under the **current zoning designation?**

   The property is being farmed as agricultural land.

6. Is there a public need for the **proposed use** of the property?
   Due to the growth of McHenry County there is a growing need for housing. Allowing the requested zoning change to take place would allow for needed housing to be placed on the parcels in an orderly fashion in compliance with the Comprehensive Plans and the goals set forth therein.

7. Is the **proposed use** consistent with the McHenry County 2030 and Beyond Comprehensive Plan? If not, please explain how the plan designation is inappropriate for this property
   Yes, the proposed use is consistent with the McHenry County 2030 and Beyond Comprehensive Plan as the parcels are designated as Estate Zoning in the Comprehensive Plan (See "Exhibit B" attached hereto) of which E-3 is an appropriate zoning district.

IN THE MATTER OF THE APPLICATION OF )
***CHICAGO TITLE LAND TRUST #11432410,*** OWNER OF RECORD, )
FOR AN AMENDMENT OF THE UNIFIED DEVELOPMENT ) LEGAL NOTICE OF PUBLIC HEARING
ORDINANCE OF McHENRY COUNTY, ILLINOIS FOR A ) # 2022-040
***RECLASSIFICATION*** )
)

Notice is hereby given in compliance with the McHenry County Unified Development Ordinance, that a public hearing will be held before the **McHenry County Zoning Board of Appeals,** in connection with this Ordinance, which would result in a ***Reclassification*** for the following described real estate:

***Parcel 1: That part of the Southeast Quarter of Section 11, Township 44 North, Range 7, East of the Third Principal Meridian, described as follows: Commencing on the North line of said Southeast Quarter at a point 657.36 feet East of the center of said Section 11; thence South parallel with the West line of said Southeast Quarter, for a distance of 945.5 feet to a point in the centerline of the Public Highway and the Place of Beginning of this description; thence continuing South on same said parallel line for a distance of 33.75 feet to a point; thence South 9 degrees 30 minutes West, 577.5 feet to a point; thence South 21 degrees 30 minutes West, for a distance of 1162.30 feet to a point on the South line of said Southeast Quarter; thence East on the South line thereof to the Southeast corner thereof; thence North on the East line thereof, for a distance of 87.52 feet to a point in the centerline of aforesaid Highway; thence Northwesterly on the centerline of said Highway, for a distance of 746.3 feet to a point of curve in said centerline; thence Northwesterly on a curve, convex Northeasterly and having a radius of 1910.08 feet, for a distance of 1356.82 feet (arc measurement), to a point of tangency; thence Northwesterly and tangent to the last described curve, for a distance of 265.5 feet to a point; thence Northwesterly on said centerline, for a distance of 246.7 feet to the Place of Beginning, in McHenry County, Illinois.***

***Parcel 2: that part of the North Half of Section 14, Township 44 North, Range 7 East of the Third Principal Meridian, described as follows: Beginning at a point on the North line of said Section 14, which is North 89 degrees 48 minutes West, 1372.7 feet from the Northeast corner thereof; thence South 19 degrees, 39 minutes West, 1894.2 feet; thence North 78 degrees 29 minutes West, 1079 feet; thence North 21 degrees 23 minutes East, 1690.5 feet to the North line of said Section 14; thence South 89 degrees 48 minutes East along said North line, 1079.8 feet to the Place of Beginning, in McHenry County, Illinois.***

***PINs # 13-11-400-012, 13-11-400-007, 13-14-200-001***

The subject property is located on the west side of Country Club Road, at the northwest intersection of Country Club Road and Mason Hill Road ***in Dorr Township, Illinois.***

The subject properties are presently zoned ***"A-1" Agriculture District*** and consists of approximately **102.08 acres** with ***"E-3" Estate District zoning to the East and West, "E-3" Estate District zoning and the Village of Bull Valley to the North*** and ***"A-1" Agriculture District zoning to the South***.

The Applicant is requesting **a reclassification** ***of the subject property from A-1 (Agriculture District) to E-3 (Estate District).***

The Applicant, Brian M. Kelly, as Manager and President of Kelarney LLC (Beneficiary of Chicago Title Land Trust #11432410), along with Patrick Conway (Treasurer) and Kristen Kelly Ryan (Secretary) can be reached at P.O. Box 636, Woodstock, IL. Chicago Title Land Trust #11432410 can be reached at 10 S. LaSalle St, Suite 2750, Chicago, IL.

A hearing on this Application will be held on the ***10th day of November, 2022 at 1:30 P.M. in Conference Rooms B/C*** at the McHenry County Government Center/Ware Rd. Administration Building, 2200 N. Seminary Avenue, Woodstock, Illinois at which time and place any person desiring to be heard may be present.

DATED THIS 28th DAY OF SEPTEMBER, 2022.

By: David Stone, Chairman
McHenry County Zoning Board of Appeals
2200 N. Seminary Avenue
Woodstock, IL 60098

***Live audio streams of all Zoning Board of Appeals hearings can be accessed at the following link: www.mchenrycountyil.gov/county-government/new-meeting-portal and choosing the "video" link for the specific meeting date.***

***If you would like to participate in the meeting remotely, please contact the Department of Planning and Development at (815) 334-4560 to receive instructions.***

**Agenda Item No: 9b**

# City Council
# Agenda Supplement

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**Meeting Date:** November 1, 2022

**Item:** Special Event Request - Festival of Lights Parade, Street Closure, Parking Restrictions, and Fee Waiver

**Staff Recommendation:** Motion to approve the 2022 Festival of Lights Parade to be held on Friday, November 25, 2022, as requested subject to the conditions contained in this agenda supplement and a waiver of the Police Department chargeback fees (~$6,773.25)

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

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**Background:**

Downtown Crystal Lake is requesting approval to hold the annual Festival of Lights Parade on Friday, November 25, 2022 at 7:00 p.m. in Downtown Crystal Lake. Since they are requesting road closures, establishment of temporary no-parking zones, use of City property, and Police and Public Works Department assistance, this event is classified as a Special Event that requires City Council approval.

The parade participants and vehicles will line up at City Hall and use the far-east entrance/exit off Woodstock Street into City Hall. Parade participants will be asked to use the Alexander Commuter Lot to park their personal vehicles during the parade. During the parade, the Fire Rescue, Police, and Public Works Departments will use the west entrance/exit to City Hall. A map of the parade route is included for review.

The parade will follow the same route as previous years. The only change is that Santa will light the tree located in the Brink Street Market instead of the tree at the end of Williams Street.

The following roads will be closed starting at about 6:30 p.m. for the parade route and will open when the route clears at about 8:30 p.m.

- Woodstock Street between Walkup Avenue and Caroline Street, and between Grant Street and Williams Street

- Caroline Street between Woodstock Street and Crystal Lake Avenue
- Crystal Lake Avenue between Caroline Street and Main Street
- Grant Street between Crystal Lake Avenue and Woodstock Street
- Williams Street between Woodstock Street and Crystal Lake Avenue

The road closures are the same as previous years.

In addition, the Downtown Crystal Lake organization is requesting to prohibit parking temporarily along the following streets from 5:00 p.m. until the end of the parade at approximately 8:30 p.m.:

- Both sides of Caroline Street between Woodstock Street and Crystal Lake Avenue,
- Both sides of Franklin Avenue between Williams Street and Walkup Avenue,
- Both sides of Woodstock Street between Grant Street and Williams Street,
- Both sides of Williams Street between Woodstock Street and Crystal Lake Avenue, and
- Both sides of Grant Street between Crystal Lake Avenue and Woodstock Street.

The Crystal Lake Police Department will place "NO PARKING AFTER 5 P.M. BY POLICE ORDER" signs along Caroline Street, Franklin Street, Williams Street, Grant Street, and Woodstock Street. The Downtown Crystal Lake organization will place City-owned barricades and parking cones to restrict parking along Williams Street and Woodstock Street.

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

1) The Downtown Crystal Lake organization must coordinate with the Crystal Lake Police Department and the Crystal Lake Public Works Department regarding staffing, signage, and other needs for the parade.
2) Signs must be posted restricting parking on the following streets:
   a. Both sides of Caroline Street between Woodstock Street and Crystal Lake Avenue,
   b. Both sides of Franklin Avenue between Williams Street and Walkup Avenue,
   c. Both sides of Woodstock Street between Grant Street and Williams Street,
   d. Both sides of Williams Street between Woodstock Street and Crystal Lake Avenue, and
   e. Both sides of Grant Street between Crystal Lake Avenue and Woodstock Street.

   The signs must be removed after the parade has concluded.
3) City-owned barricades and parking cones will be used by the petitioner to block parking on Woodstock Street, both sides of Williams Street and Grant Street.
4) The petitioner must continue to work with City staff on how best to control spectators which may include 3-foot tall metal barricades, additional parade marshals, additional police assistance, or other acceptable crowd control measures to ensure the safety of all spectators and participants.
5) Any vendor present at this event, or present within the immediate area during the event, must have permission and approval from the Downtown Crystal Lake / Main Street organization, along with the appropriate proof of insurance and a vendor license. In addition, any business conducting a promotional activity must coordinate with the Downtown Crystal Lake organization to ensure the activity does not conflict with the parade approval.

6) All debris created by the event must be cleaned up during and after the event. In addition, Lakeshore Recycling Systems, the City's refuse contractor, will conduct a special collection following the parade.
7) If tents or canopies will be used, the petitioner must contact the Fire Rescue Department for further review.
8) Barricades shall be placed so that firefighters are able to move them if emergency vehicles need access.
9) All Fire Hydrants shall be accessible.
10) Promotional and informational banners and signage are approved via this approval. Please contact the Building Division regarding the details of the signage to be used in conjunction with the event.
11) Emergency vehicle access must be maintained throughout the event. Items should not be placed on the roadway to prohibit access, and volunteers should be available to remove barricades to allow emergency vehicles on the roadway if necessary.
12) In the case of inclement weather, an alternate date can be approved by the City Manager.

The Police Department estimates that the cost for Police Officer assistance for this event is $6,773.25 based on the scope of the event. In previous years, Downtown Main Street has not been charged for the Police Officers. Downtown Crystal Lake Main Street has requested that Police Department chargeback be waived again this year.

As in previous years, the Public Works Department will assist in set up and road closures for the parade.

The applicant has been made aware of these recommended conditions and advised to attend the November 1, 2022 City Council meeting to answer any questions.

**Votes Required to Pass:** Simple majority vote.

CITY OF Crystal Lake ILLINOIS

# SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

**EVENT NAME** Festival of Lights Parade

**EVENT LOCATION** Downtown Crystal Lake

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:
Kick off the holiday season and bring Santa Claus to town.

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: 45

9. Estimated attendance: 4,500

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: Lynn Reckamp

13. Contact Information for Event Manager:

Address: 25 W Crystal Lake Ave
Crystal Lake, IL 60014

(Please check preferred means of contact)

Daytime phone: [redacted] ☐

Emergency phone: _____ ☐

Cell phone: [redacted] ☑

Email: Info@downtowncl.org ☑

## EVENT OPERATION

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

Set Up: 10 am lineup cones

Event: 7-8:30 pm Parade

Dismantling: 8:30-9:30pm

15. Hours of the event:

Set Up: 5pm restrict parking

Event: _____

Dismantling: _____

## 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?

_____

_____

_____

***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_____

23. Will the event require portable sanitation facilities? ☑ Yes ☐ No

    Name of Company Crown Restrooms
    Address 1704 Lamb Road, Unit B, Woodstoc k, 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

    _____

    _____

## 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:
Police are on-site at every corner.

## 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.

Lynn Reckamp
Signature

9-29-2022
Date

Lynn Reckamp
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

DOWNTOWN CRYSTAL LAKE

25 West Crystal Lake Avenue - Crystal Lake, Illinois 60014
Phone: (815) 479-0835 - Website: DowntownCL.org

October 12, 2022

Mr. Eric Helm
City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, IL 60014

Re: Festival of Lights Parade Permit Request
Friday, November 25, 2022

Dear Mr. Helm,

Downtown Crystal Lake/Main Street wishes to have its 25th annual Festival of Lights Parade on Friday, November 25, 2022 at 7:00 PM. The parade should be finished by 8:30 PM. A completed Special Events Application is included with this letter.

It is our plan to use the same staging location (Municipal Complex) and follow the same parade route as 2021, with the exception of the tree lighting location which will now take place at the tree in the Brink Street Market courtyard. The parade kicks off at the Municipal Complex, heading south on Caroline Street, left (east) on Crystal Lake Avenue, left (north) on Grant Street, right (east) on Woodstock Street, right (south) on Williams Street. The parade will stop at Brink Street Market, where Santa will light the Downtown Tree in the courtyard. Vehicles only (not walkers) in the parade will follow a return route to the Municipal Complex as outlined on the enclosed map.

Due to the city ordinance of daytime parades, this letter is a request to the City of Crystal Lake City Council to again waive this ordinance and allow a night parade for the 2022 Festival of Lights Parade.

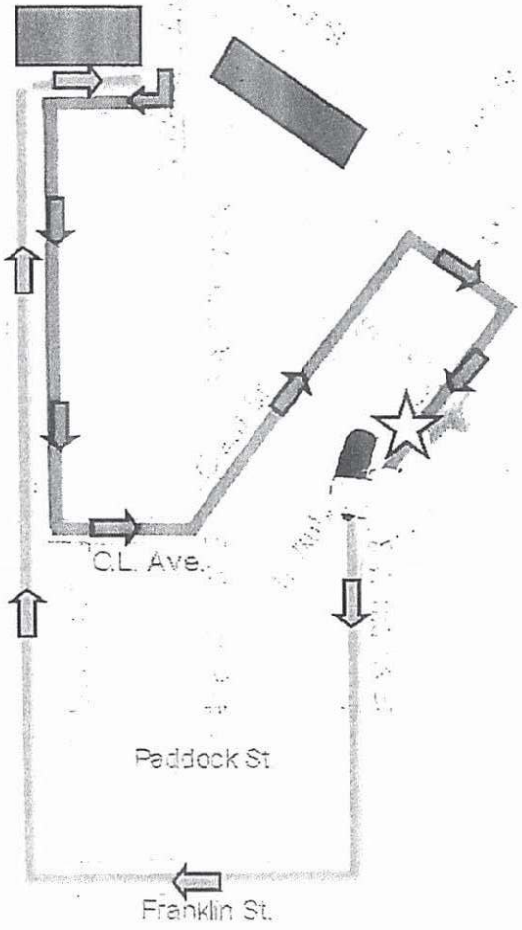
Based on previous years' experiences, we expect thousands of people in Downtown to watch the parade, see the tree lighting, and visit Santa in his house. As safety is a priority for participants and viewers, we are requesting the city to ban parking after 5:00PM until the end of the parade on both sides of North Caroline Street (between Woodstock Street and Crystal Lake Avenue), Grant Street (between Crystal Lake Avenue and Woodstock Street), both sides of Woodstock Street (between Grant Street and Williams Street), both sides of Williams Street, and Franklin Street (between Williams and Walkup). Signage and advertising will promote other parking areas such as Z-lots, commuter lots, bank lots, etc. Attached is a sample parade entry application and safety rules. Entrants are required to sign both of these documents. Additional parade rules and guidelines are sent to entrants upon acceptance into the parade.

If you have any questions or comments regarding this request, please contact me at 815-479-0835 or info@downtowncl.org.

Sincerely,

Lynn Reckamp
Executive Director

# Festival of Lights Parade




***ATTENTION:***
***There will be NO PARKING after 5pm on:***
***Caroline Street***
***Grant Street***
***Woodstock Street***
***Williams Street***

Municipal Complex

Alexander Commuter Lot

Parade Route (0.9 miles)

Vehicle Return Route

Judges' Reviewing Stand

Downtown Christmas Tree
End of Parade

**Agenda Item No: 12**

# City Council
# Agenda Supplement

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**Meeting Date:** November 1, 2022

**Item:** Water Main Easement Agreements for the Deep Well 19 and Transmission Water Main Project

**Staff Recommendation:**

1. Motion to adopt a Resolution approving a Water Main Easement Agreement for the New Deep Well 19 and Transmission Water Main project between the City of Crystal Lake and the Crystal Lake Park District and authorizing the Interim City Manager to execute the agreement between the City of Crystal Lake and the Crystal Lake Park District

2. Motion to adopt a Resolution approving a Water Main Easement Agreement for the New Deep Well 19 and Transmission Water Main project between the City of Crystal Lake and the Crystal Lake Community Consolidated School District 47 and authorizing the Interim City Manager to execute the agreement between the City of Crystal Lake and the Crystal Lake Community Consolidated School District 47

**Staff Contact:** Michael Magnuson, Director of Public Works and Engineering

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**Background:**

The City of Crystal Lake operates four deep wells and seven shallow wells. Projected growth will challenge the City's ability to meet increased demand in the future. To mitigate this challenge, a new deep well and transmission main need to be installed. The proposed well will be located on the City's Wastewater Treatment Plant #2 (Coventry Lane) property. The proposed transmission main will be located between the well and the City's Water Treatment Plant 2 (WTP#2) located at 530 Highland Avenue. The new transmission main will be routed along Crystal Creek on City owned property, property owned by the Park District and School District 47 (see attached map).

The new transmission water main will be constructed along Crystal Creek which is on property owned by the Crystal Lake Park District. The main will follow the existing wood chip walking path. The City will restore the path and replace any damaged trees as part of the project. The main will also be constructed along the west side of the Lundahl Middle School property. The water main will run under an existing asphalt path on the west side of the track. The path will be replaced as part of the project. Other turf areas will be restored. Construction will be restricted to the summer when school is not in session.

The proposed agreements provide the City's contractor the ability to install the water main transmission line as well as allows for any future maintenance in perpetuity. The City will be advertising for bids on this project in the next several months.

**Recommendation:**

It is City staff's recommendation to approve the Water Main Easement Agreements between the City of Crystal Lake and the Crystal Lake Park District and between the City of Crystal Lake and the Crystal Lake Community Consolidated School District 47, and to authorize the Interim City Manager to execute said agreements. Special counsel has reviewed and approved both agreements.

**Votes Required to Pass:**

Simple majority.




N
W E
S

200 0 200 400 600 FEET

**FEHR GRAHAM**
ENGINEERING & ENVIRONMENTAL
ILLINOIS DESIGN FIRM NO. 184-003525

ILLINOIS
IOWA
WISCONSIN

© 2021 FEHR GRAHAM

PLOT DATE: 6/16/21

# RESOLUTION

**WHEREAS** it is necessary to provide the City of Crystal Lake's ("City") residents and businesses with a safe and adequate supply of drinking water; and

**WHEREAS,** there is a need to construct a new deep well and water transmission main to meet the needs of the City; and

**WHEREAS,** the new water main transmission line will be constructed upon property which is not owned by the City; and

**WHEREAS,** the City and the Crystal Lake Park District ("Park District") desire to enter into a Water Main Easement Agreement granting the City the right to install and maintain its water main upon the Park District property;

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

**BE IT FURTHER RESOLVED** that the Interim City Manager is authorized to sign, and the City Clerk is hereby authorized to attest, on behalf of the City, a Water Main Easement Agreement between the City and the Park District; and

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

**DATED** this 1st day of November, 2022.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

Draft

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: November 1, 2022
APPROVED: November 1, 2022

Draft

# RESOLUTION

**WHEREAS** it is necessary to provide the City of Crystal Lake's ("City") residents and businesses with a safe and adequate supply of drinking water; and

**WHEREAS,** there is a need to construct a new deep well and water transmission main to meet the needs of the City; and

**WHEREAS,** the new water main transmission line will be constructed upon property which is not owned by the City; and

**WHEREAS,** the City and the Crystal Lake Community Consolidated School District 47 ("School") desire to enter into a Water Main Easement Agreement granting the City the right to install and maintain its water main upon the School property.

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

**BE IT FURTHER RESOLVED** that the Interim City Manager is authorized to sign, and the City Clerk is hereby authorized to attest, on behalf of the City, a Water Main Easement Agreement between the City and the School; and

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

**DATED** this 1st day of November, 2022.

Draft

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: November 1, 2022
APPROVED: November 1, 2022

Draft

*PREPARED BY AND*
*AFTER RECORDING*
*RETURN TO:*

*City of Crystal Lake*
*100 W. Woodstock Street*
*Crystal Lake, IL 60014*
*Attn: City Engineer*

# WATER MAIN EASEMENT AGREEMENT

This Water Main Easement Agreement ("Easement Agreement") is made and entered into this ____ day of _____, 2022 by and between Crystal Lake Park District ("Grantor") and the City of Crystal Lake, ("Grantee").

## RECITALS:

WHEREAS, Grantor owns certain real property at 19-07-426-005 and 19-07-276-073 which are located in Crystal Lake, Illinois;

WHEREAS, Grantee wishes to install and maintain certain water main improvements including pipes, inlets and structures on Grantor's Property;

WHEREAS, Grantor agrees to grant to Grantee a perpetual easement for the installation and maintenance of water main improvements over a portion of 19-07-426-005 and 19-07-276-073 as shown as Exhibit A (the "Easement Areas").

NOW THEREFORE, in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. GRANT OF A PERPETUAL EASEMENT. Grantor does hereby grant, convey and warrant to Grantee and its contractors, forever, a non-exclusive perpetual easement as shown on Exhibit A over, under and across those portions of the Easement Areas for the purposes of construction, maintenance, operation, repair, removal, use, alteration of, and replacement of a water main and appurtenant structures as shown on Exhibit A, together with the right of access at all reasonable times to the Easement Areas and over the Easement Areas for those purposes.

2. RIGHTS OF GRANTOR. Grantor, its successors and assigns, shall have and retain all rights to the use and occupation of the Easement Areas for its use and the use of the public, except as herein expressly granted and provided; and such use and occupation by Grantor shall not be unnecessarily interfered with by any installation of Grantee permitted by this Easement Agreement.

3. COSTS AND CONSTRUCTION LIENS. The costs of construction, repairs and maintenance of the water main and appurtenant structures shall be paid by Grantee. In the event any construction liens are filed against Grantor's Property, or any part thereof, or

liens upon the public funds of Grantor are filed in connection with any work performed by or on behalf of Grantee or in connection with any act or omission of Grantee pursuant to this Agreement, Grantee shall have said liens immediately discharged of record.

4. REPAIR AND MAINTENANCE. Grantee shall be permitted at all reasonable times to inspect the Easement Areas and to enter upon the Easement Areas to ensure that the terms of this easement are being fulfilled and to perform maintenance and necessary landscaping work as provided herein. In and during whatever construction, operation, maintenance, inspection, repair, reconstruction, replacement or relocation that is or becomes necessary with respect to said improvements, so much of the surface or subsurface of Grantor's Property as may be disturbed will, at the expense of the Grantee, be repaired so that it is in substantially the same condition as it was prior to such disturbance, including lawns and landscaping, paths and the like which were disturbed in the course of doing work. Grantee shall be responsible for all restoration of the Easement Areas and all maintenance of the water main and structures in the Easement Areas.

5. NONDISTURBANCE. Grantee will cause the least possible interference with the activities of Grantor and the public on Grantor's Property in connection with this Easement Agreement.

6. INDEMNITY. Grantee hereby covenants and agrees to save, defend, indemnify and hold harmless Grantor, its elected and appointed officials, officers, employees, agents and the like, from and against any and all claims, demands, suits, cause of actions (at law or in equity), judgments, liabilities, or expenses, including, but not limited to, reasonable attorneys' fees and court costs (at trial or on appeal), arising out of or in any manner pertaining to the Easement Areas, this Easement Agreement or the construction, maintenance or installation of improvements undertaken as part of this Easement Agreement, irrespective of whether required, optional or voluntary, as may be performed by Grantee or any agent of Grantee, including but not limited to any personal injuries, death, property damages and contract or lien claims in respect to the Easement Areas and this Easement Agreement.

7. NOTICES. Notices required or permitted to be given hereunder shall be given by certified mail, return receipt requested, by hand delivery or by a national overnight carrier, and shall be addressed as follows:

**Grantor:**
CRYSTAL LAKE PARK DISTRICT
One E. Crystal Lake Avenue
Crystal Lake, Illinois 60014
Attention: Jason Herbster,
Executive Director

**Grantee:**
CITY OF CRYSTAL LAKE
100 W. Woodstock Street

Crystal Lake, Illinois 60014
Attention: Gary Mayerhofer,
City Manager

8. Contract Provisions. Any contract entered into by the Grantee for engineering and/or construction of improvements in accordance with this Easement Agreement shall contain and extend indemnification, insurance requirements, and warranties to the Grantee to the Grantor. Certificates of insurance and insurance policy endorsements shall be required by the Grantee of such contractors and shall name the Grantor as an additional insured. Any contract entered into by the Grantee for construction in the Easement Areas shall specify that the contractor and any subcontractors shall follow the Prevailing Wage Act or the Davis Bacon Act.

9. Rights of Third Parties. Nothing herein shall be construed to create any rights or duties to third parties, it being the parties' mutual intent that there be no third party beneficiaries to this Easement Agreement.

10. GOVERNING LAW AND VENUE. This Easement shall be construed in accordance with the laws of the State of Illinois. Jurisdiction for any dispute shall be in the 22nd Judicial Circuit, McHenry County, Illinois.

11. SEVERABILITY. If any term or provision contained in this Easement shall, to an extent, be deemed invalid or unenforceable, the remainder of the Easement shall not be affected thereby and each term, provision and condition of this Easement shall be valid and unenforceable to the fullest extent permitted by law.

12. BINDING ON FUTURE PARTIES. The perpetual easement and all covenants and conditions herein shall run with the land and shall inure to the benefit of and be binding upon the parties, their successors and assigns.

13. INCORPORATION BY REFERENCE. The recitals to this Easement are incorporated by this reference.

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

GRANTOR:
Crystal Lake Park District

By: _____
President, Cathy Cagle

Attest:

_____

Secretary, Jason Herbster

GRANTEE:
City of Crystal Lake

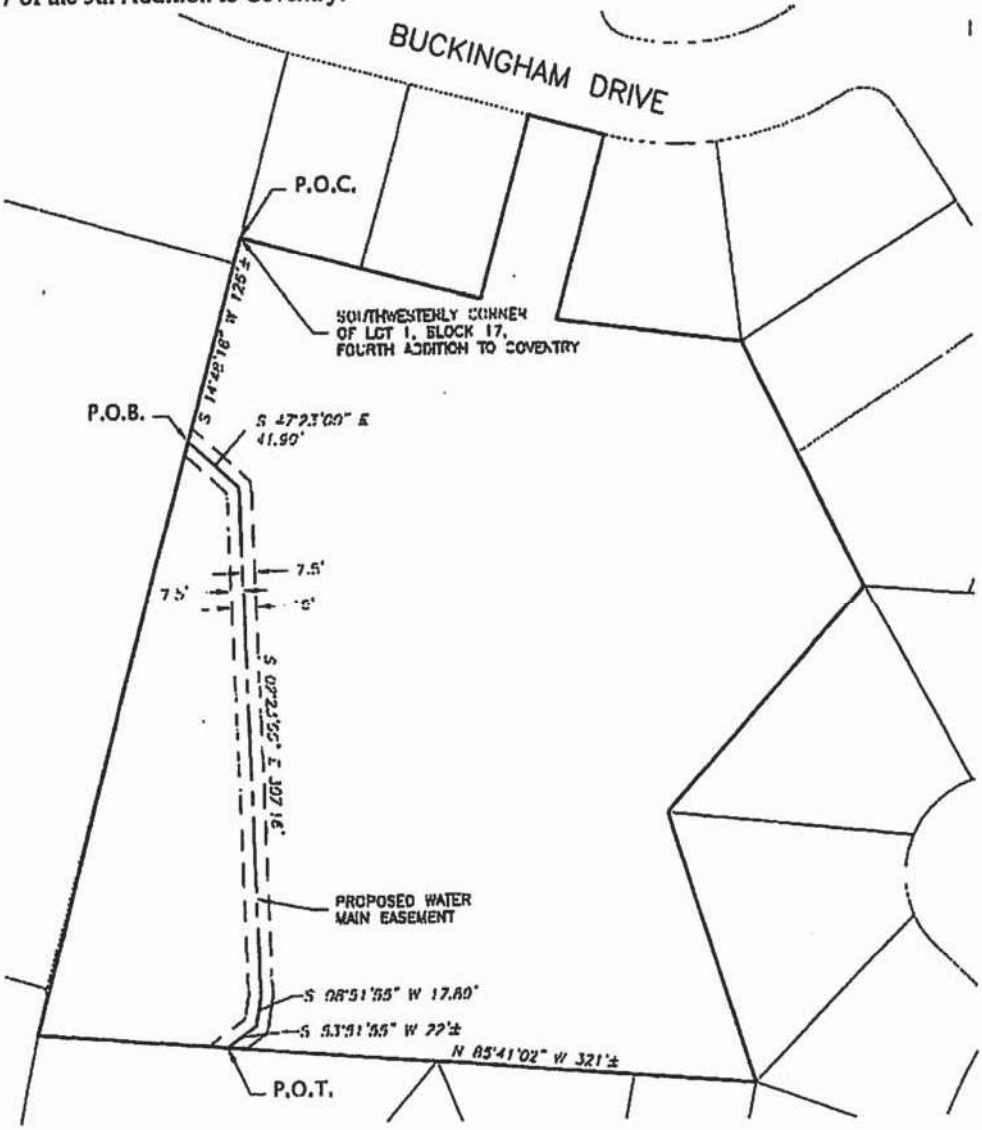
By: _____
Eric Helm, Interim City Manager

ATTEST:

_____
Nick Kachiroubas, Clerk

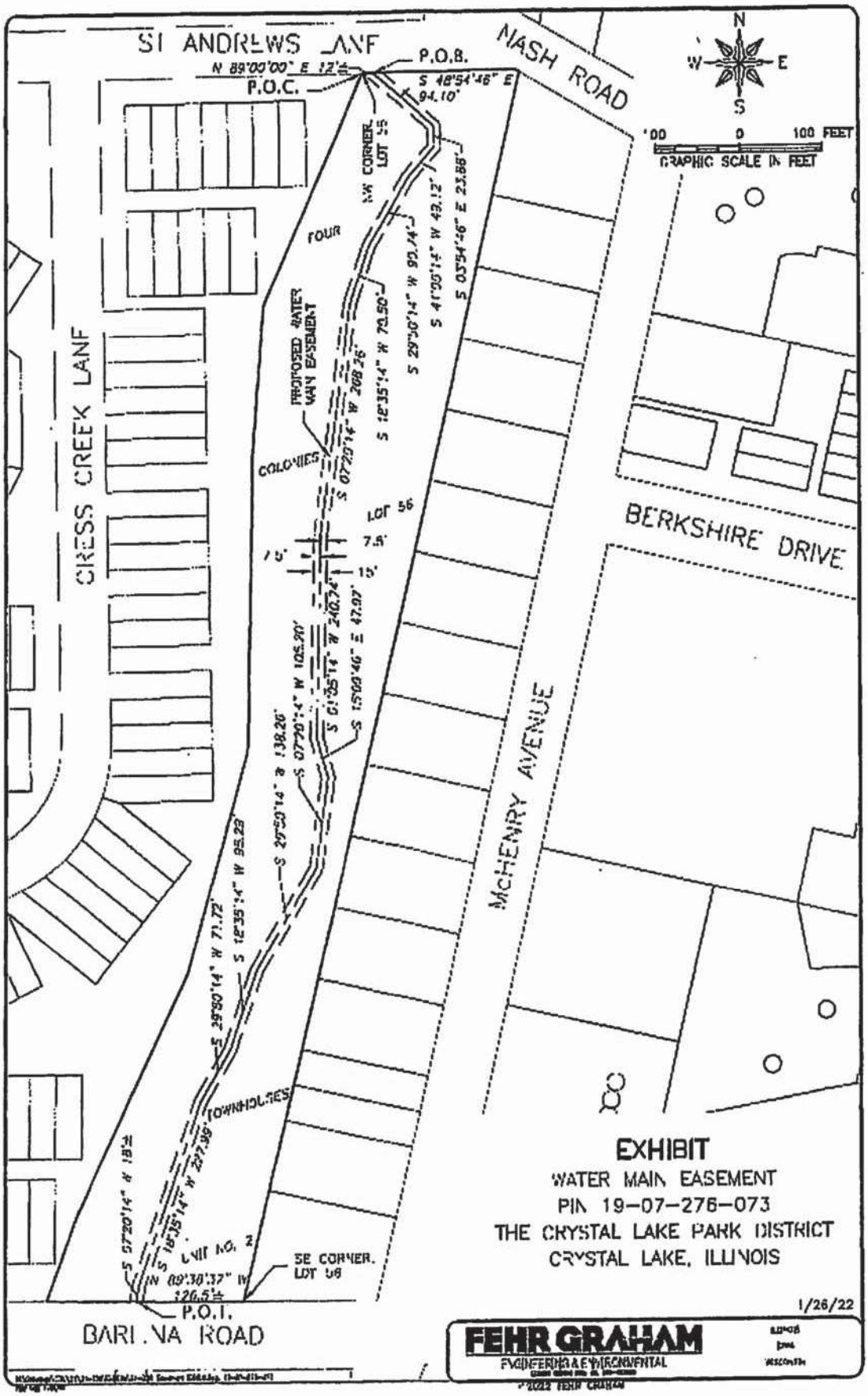
# EXHIBIT A
# EASEMENT AREAS
# 19-07-426-005

The water main easement lies 7.50 feet both sides of the centerline as laid out, set forth and described as follows, to-wit: That part of Sections 7 and 8, Township 43 North, Range 8 East of the Third Principal Meridian, described as follows, to-wit: Commencing at the Southwesterly corner of Lot 1 in Block 17 in Fourth Addition to Coventry, as recorded May 24, 1965 as Document No. 443748; thence South 14 degrees 48 minutes 16 seconds West (assumed bearing) on and along the southerly extension of the westerly line of said Fourth Addition to Coventry and being the west line of the parcel conveyed to the Crystal Lake Park District by Trustee's Deed recorded as Document No. 477382 in the McHenry County Recorder's Office, a distance of 126 feet, more or less, to the Point of Beginning; thence South 47 degrees 23 minutes 00 seconds East, a distance of 41.90 feet; thence South 02 degrees 23 minutes 00 seconds East, a distance of 307.16 feet; thence South 08 degrees 51 minutes 55 seconds West, a distance of 17.89 feet; thence South 53 degrees 51 minutes 55 seconds West, a distance of 22 feet, more or less, to the south line of said parcel and the Point of Termination. Said Point of Termination being North 85 degrees 41 minutes 02 seconds West on and along the south line of said parcel, a distance of 321 feet, more or less, from the Southwest corner of Lot 25 in Block 17 of the 5th Addition to Coventry.



19-07-276-073

A water main easement lies 7.50 feet both sides of the centerline as laid out, set forth and described as follows, to-wit: That part of Lot 56 in Four Colonies Townhouses Unit No. 2, being a Subdivision of part of the North half (1/2) of Section 7, Township 43 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois, according to the Plat thereof recorded in McHenry County, Illinois as Document No. 744415, as recorded on August 29, 1978, described as follows, to-wit: Commencing at the Northwest corner of said Lot 56; thence North 89 degrees 00 minutes 00 seconds East (assumed bearing) on and along the north line of said Lot 56, a distance of 12 feet, more or less, to the Point of Beginning; thence South 48 degrees 54 minutes 46 seconds East, a distance of 94.10 feet; thence South 03 degrees 54 minutes 46 seconds East, a distance of 23.88 feet; thence South 41 degrees 05 minutes 14 seconds West, a distance of 49.12 feet; thence South 29 degrees 50 minutes 14 seconds West, a distance of 90.74 feet; thence South 18 degrees 35 minutes 14 seconds West, a distance of 70.50 feet; thence South 07 degrees 20 minutes 14 seconds West, a distance of 268.26 feet; thence South 01 degree 05 minutes 14 seconds West, a distance of 240.74 feet; thence South 15 degrees 09 minutes 46 seconds East, a distance of 47.92 feet; thence South 07 degrees 20 minutes 14 seconds West, a distance of 105.20 feet; thence South 29 degrees 50 minutes 14 seconds West, a distance of 138.26 feet; thence South 18 degrees 35 minutes 14 seconds West, a distance of 95.29 feet; thence South 29 degrees 50 minutes 14 seconds West, a distance of 71.72 feet; thence South 18 degrees 35 minutes 14 seconds West, a distance of 227.99 feet; thence South 07 degrees 20 minutes 14 seconds West, a distance of 18 feet, more or less, to the South line of said Lot 56 and the Point of Termination. Said Point of Termination being North 89 degrees 38 minutes 37 seconds West on and along the south line of said Lot 56, a distance of 126.5 feet, more or less, from the Southeast corner of said Lot 56.


ST ANDREWS LANE
NASH ROAD
P.O.B.
P.O.C.
N 89°00'00" E 12'±
S 48°54'46" E
94.10'
NW CORNER LOT 55
S 03°54'46" E 23.86'
S 41°05'14" W 43.12'
S 29°50'14" W 95.74'
S 12°35'14" W 79.50'
S 07°20'14" W 268.26'
PROPOSED WATER MAIN EASEMENT
FOUR COLONIES
CRESS CREEK LANE
LOT 56
7.5'
15'
S 07°20'14" W 240.74'
S 15°09'46" E 47.07'
S 01°35'14" W 105.20'
S 07°20'14" W 138.26'
S 29°50'14" W 95.23'
S 12°35'14" W 71.72'
S 29°50'14" W 227.39'
TOWNHOUSES
S 57°20'14" W 18'±
S 18°35'14" W
UNIT NO. 2
N 89°30'37" W
126.5'±
SE CORNER LOT 56
P.O.I.
BARRINGTON ROAD
McHENRY AVENUE
BERKSHIRE DRIVE
N
W
E
S
100 0 100 FEET
GRAPHIC SCALE IN FEET
EXHIBIT
WATER MAIN EASEMENT
PIN 19-07-276-073
THE CRYSTAL LAKE PARK DISTRICT
CRYSTAL LAKE, ILLINOIS
1/26/22
FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS
IOWA
WISCONSIN
©2022 FEHR GRAHAM

*PREPARED BY AND*
*AFTER RECORDING*
*RETURN TO:*

*City of Crystal Lake*
*100 W. Woodstock Street*
*Crystal Lake, IL 60014*
*Attn: City Engineer*

## WATER MAIN EASEMENT AGREEMENT

This Water Main Easement Agreement ("Easement Agreement") is made and entered into this 19 day of September, 2022 by and between the Board of Education of Crystal Lake Community Consolidated School District 47 ("Grantor") and the City of Crystal Lake, ("Grantee").

RECITALS:

WHEREAS, Grantor owns certain real property at 19-06-454-001 and 19-07-203-006 which are located in Crystal Lake, Illinois;

WHEREAS, Grantee wishes to install and maintain certain water main improvements including pipes, inlets and structures on Grantor's Property;

WHEREAS, Grantor agrees to grant to Grantee a perpetual easement for the installation and maintenance of water main improvements over a portion of 19-06-454-001 and 19-07-203-006 as shown as Exhibit A (the "Easement Areas").

NOW THEREFORE, in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. GRANT OF A PERPETUAL EASEMENT. Grantor does hereby grant, convey and warrant to Grantee and its contractors, forever, a non-exclusive perpetual easement as shown on Exhibit A over, under and across those portions of the Easement Areas for the purposes of construction, maintenance, operation, repair, removal, use, alteration of, and replacement of a water main and appurtenant structures as shown on Exhibit A, together with the right of access at all reasonable times to the Easement Areas and over the Easement Areas for those purposes.

2. RIGHTS OF GRANTOR. Grantor, its successors and assigns, shall have and retain all rights to the use and occupation of the Easement Areas for its use and the use of the public, except as herein expressly granted and provided; and such use and occupation by Grantor shall not be unnecessarily interfered with by any installation of Grantee permitted by this Easement Agreement.

3. COSTS AND CONSTRUCTION LIENS. The costs of construction, repairs and maintenance of the water main and appurtenant structures shall be paid by Grantee. In the

event any construction liens are filed against Grantor's Property, or any part thereof, or liens upon the public funds of Grantor are filed in connection with any work performed by or on behalf of Grantee or in connection with any act or omission of Grantee pursuant to this Agreement, Grantee shall have said liens immediately discharged of record.

4. REPAIR AND MAINTENANCE. Grantee shall be permitted at all reasonable times to inspect the Easement Areas and to enter upon the Easement Areas to ensure that the terms of this easement are being fulfilled and to perform maintenance and necessary landscaping work as provided herein. In and during whatever construction, operation, maintenance, inspection, repair, reconstruction, replacement or relocation that is or becomes necessary with respect to said improvements, so much of the surface or subsurface of Grantor's Property as may be disturbed will, at the expense of the Grantee, be repaired so that it is in substantially the same condition as it was prior to such disturbance, including lawns and landscaping, paths and the like which were disturbed in the course of doing work. Grantee shall be responsible for all restoration of the Easement Areas and all repair and maintenance of the water main and structures in the Easement Areas.

5. NONDISTURBANCE. Grantee will cause the least possible interference with the activities of Grantor and the public on Grantor's Property in connection with this Easement Agreement.

6. INDEMNITY. Grantee hereby covenants and agrees to save, defend, indemnify and hold harmless Grantor, its elected and appointed officials, officers, employees, agents and the like, from and against any and all claims, demands, suits, cause of actions (at law or in equity), judgments, liabilities, or expenses, including, but not limited to, reasonable attorneys' fees and court costs (at trial or on appeal), arising out of or in any manner pertaining to Grantees use of the Easement Areas, this Easement Agreement or the construction, maintenance or installation of improvements undertaken as part of this Easement Agreement, irrespective of whether required, optional or voluntary, as may be performed by Grantee or any agent of Grantee, including but not limited to any personal injuries, death, property damages and contract or lien claims in respect to the Easement Areas and this Easement Agreement.

7. NOTICES. Notices required or permitted to be given hereunder shall be given by certified mail, return receipt requested, by hand delivery or by a national overnight carrier, and shall be addressed as follows:

**Grantor:**
BOARD OF EDUCATION OF CRYSTAL LAKE COMMUNITY
CONSOLIDATED SCHOOL DISTRICT 47
300 Commerce Drive
Crystal Lake, Illinois 60014
Attention: Dave Schuh,
Director of Operations

**Grantee:**

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

8. Contract Provisions. Any contract entered into by the Grantee for engineering and/or construction of improvements in accordance with this Easement Agreement shall contain and extend indemnification, insurance requirements, and warranties to the Grantee to the Grantor. Certificates of insurance and insurance policy endorsements shall be required by the Grantee of such contractors and shall name the Grantor as an additional insured. Any contract entered into by the Grantee for construction in the Easement Areas shall specify that the contractor and any subcontractors shall follow the Prevailing Wage Act or the Davis Bacon Act.

9. Rights of Third Parties. Nothing herein shall be construed to create any rights or duties to third parties, it being the parties' mutual intent that there be no third party beneficiaries to this Easement Agreement.

10. GOVERNING LAW AND VENUE. This Easement shall be construed in accordance with the laws of the State of Illinois. Jurisdiction for any dispute shall be in the 22nd Judicial Circuit, McHenry County, Illinois.

11. SEVERABILITY. If any term or provision contained in this Easement shall, to an extent, be deemed invalid or unenforceable, the remainder of the Easement shall not be affected thereby and each term, provision and condition of this Easement shall be valid and unenforceable to the fullest extent permitted by law.

12. BINDING ON FUTURE PARTIES. The perpetual easement and all covenants and conditions herein shall run with the land and shall inure to the benefit of and be binding upon the parties, their successors and assigns.

13. INCORPORATION BY REFERENCE. The recitals to this Easement are incorporated by this reference.

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

GRANTOR:
Board of Education of Crystal Lake Community Consolidated School District 47

By: _____
School Board President, Rob Fetzner

Attest:

Clare J. Bourne
Secretary

GRANTEE:
City of Crystal Lake

By: _____
Gary Mayerhofer, City Manager

ATTEST:

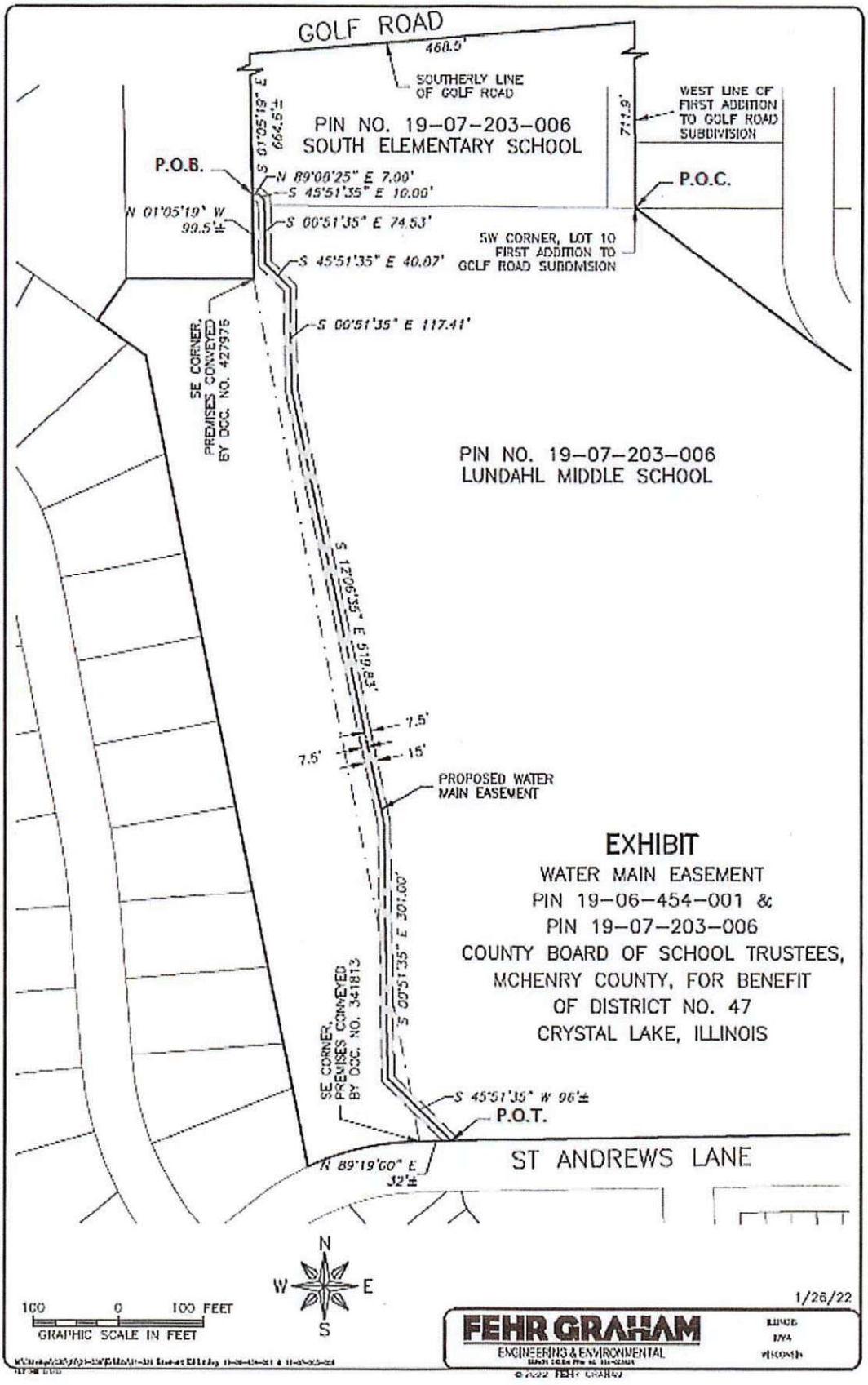
_____
Nick Kachiroubas, Clerk

EXHIBIT A

**EASEMENT AREAS**

**16-06-454-001 & 19-07-203-006**

A water main easement lies 7.50 feet both sides of the centerline as laid out, set forth and described as follows, to-wit: That part of Sections 6 and 7, Township 43 North, Range 8 East of the Third Principal Meridian, McHenry County, Illinois, described as follows, to-wit: Commencing at a point in the South line of said Section 6, said point being the Southwest corner of Lot 10 of the First Addition to Golf Road Subdivision; thence North along the west line of aforesaid Golf Road Subdivision, a distance of 711.9 feet to the southerly line of Golf Road; thence westerly along said southerly line of Golf Road, a distance of 468.5 feet; thence South 01 degrees 05 minutes 19 seconds East (assumed bearing), a distance of 664.5 feet, more or less, to the Point of Beginning; thence North 89 degrees 08 minutes 25 seconds East, a distance of 7.00 feet; thence South 45 degrees 51 minutes 35 seconds East, a distance of 10.00 feet; thence South 00 degrees 51 minutes 35 seconds East, a distance of 74.53 feet; thence South 45 degrees 51 minutes 35 seconds East, a distance of 40.87 feet; thence South 00 degrees 51 minutes 35 seconds East, a distance of 117.41 feet; thence South 12 degrees 06 minutes 35 seconds East, a distance of 519.83 feet; thence South 00 degrees 51 minutes 35 seconds East, a distance of 301.00 feet; thence South 45 degrees 51 minutes 35 seconds East, a distance of 96 feet, more or less, to the south line of the premises conveyed by Document No. 341813 and the Point of Termination. Said Point of Termination being North 89 degrees 19 minutes 00 seconds East on and along the south line of said premises conveyed by Document No. 341813, a distance of 32 feet, more or less, from the Southeast corner of said premises conveyed by Document No. 341813.


GOLF ROAD
460.5'
SOUTHERLY LINE OF GOLF ROAD
PIN NO. 19-07-203-006
SOUTH ELEMENTARY SCHOOL
S 01°05'19" E 664.5'±
711.9'
WEST LINE OF FIRST ADDITION TO GOLF ROAD SUBDIVISION
P.O.B.
P.O.C.
N 89°08'25" E 7.00'
S 45°51'35" E 10.00'
N 01°05'19" W 99.5'±
S 00°51'35" E 74.53'
SW CORNER, LOT 10 FIRST ADDITION TO GOLF ROAD SUBDIVISION
S 45°51'35" E 40.07'
S 00°51'35" E 117.41'
SE CORNER, PREMISES CONVEYED BY DOC. NO. 427975
PIN NO. 19-07-203-006
LUNDAHL MIDDLE SCHOOL
S 12°06'55" E 519.83'
7.5'
7.5'
15'
PROPOSED WATER MAIN EASEMENT
EXHIBIT
WATER MAIN EASEMENT
PIN 19-06-454-001 &
PIN 19-07-203-006
COUNTY BOARD OF SCHOOL TRUSTEES, MCHENRY COUNTY, FOR BENEFIT OF DISTRICT NO. 47
CRYSTAL LAKE, ILLINOIS
S 00°51'35" E 301.00'
SE CORNER, PREMISES CONVEYED BY DOC. NO. 341813
S 45°51'35" W 96'±
P.O.T.
N 89°19'00" E 32'±
ST ANDREWS LANE
N
W
E
S
100 0 100 FEET
GRAPHIC SCALE IN FEET
1/26/22
FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS
IOWA
WISCONSIN

**Agenda Item No: 13**

# City Council
# Agenda Supplement

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**Meeting Date:** November 1, 2022

**Item:** Various Utility Agreements for the 95 E Crystal Lake Avenue Development

**Staff Recommendation:**

1. Motion to adopt a Resolution approving a Water Main Easement Agreement for the development at 95 E Crystal Lake Avenue between the City of Crystal Lake and the McHenry County Conservation District and authorizing the Interim City Manager to execute the agreement between the City of Crystal Lake and the McHenry County Conservation District.

2. Motion to adopt a Resolution approving a Pipeline Crossing Agreement for the development at 95 E Crystal Lake Avenue between the City of Crystal Lake and the Union Pacific Railroad and authorizing the Interim City Manager to execute the agreement between the City of Crystal Lake and Union Pacific Railroad.

3. Motion to adopt a Resolution approving an Indemnification Agreement for the development at 95 E Crystal Lake Avenue between the City of Crystal Lake and HP Crystal Lake, LLC, and authorizing the Interim City Manager to execute the agreement between the City of Crystal Lake and HP Crystal Lake, LLC.

**Staff Contact:** Michael Magnuson, Director of Public Works and Engineering

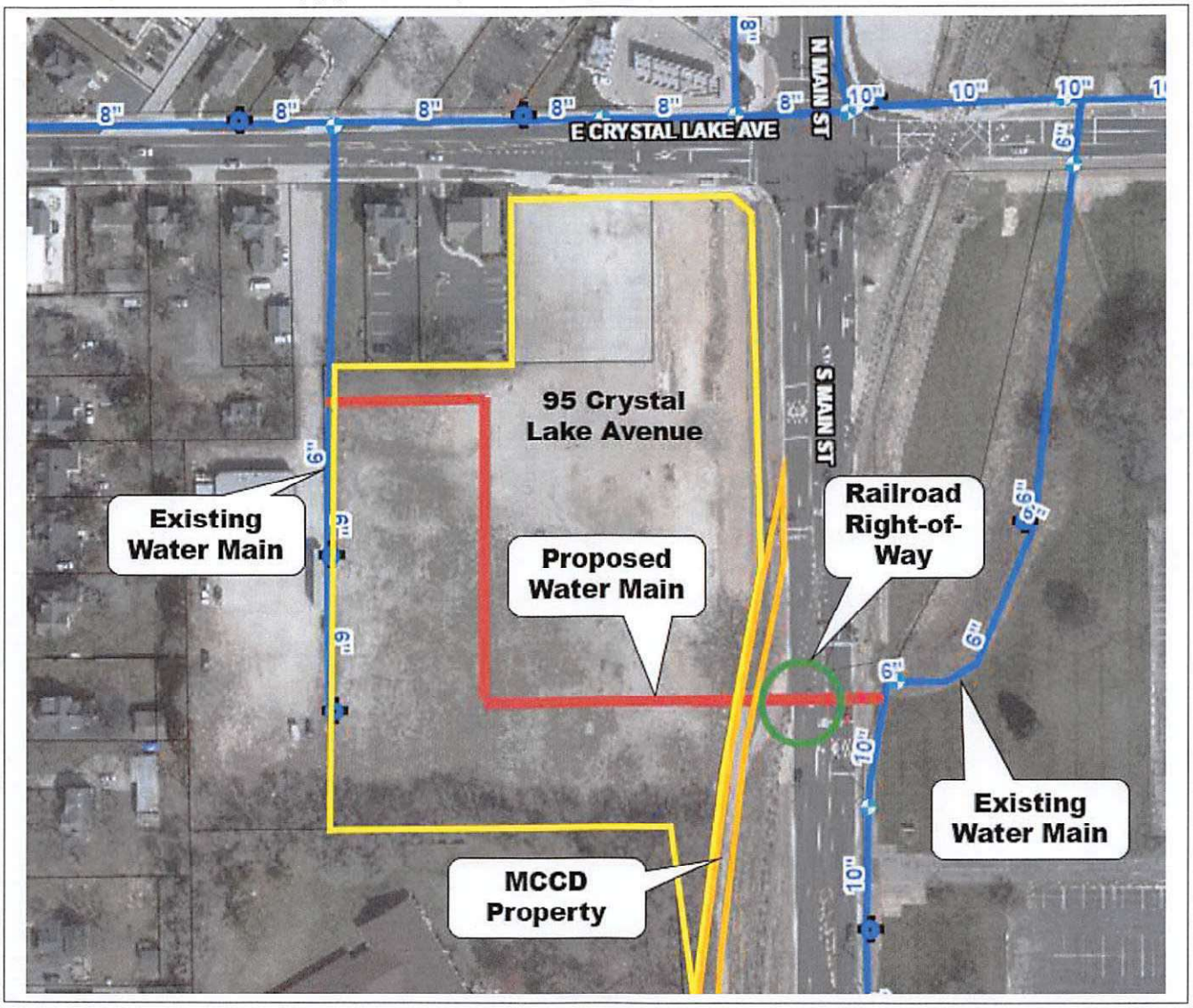
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**Background:**

The development at 95 E Crystal Lake Avenue (southwest corner of Main Street and Crystal Lake Avenue) is an approved 99-unit multi-family residential development (48-unit apartment building and 51 townhome rental units). As part of the improvement, a new public water main will be directionally drilled under the south leg of the intersection of Main Street and Crystal Lake Avenue to connect to the existing water main that runs along the east side of Main Street. The water main will cross under the McHenry County Conservation District Regional Prairie Trail ("trail") and the Union Pacific Railroad tracks ("tracks").

The initial construction will be completed by the developer. Upon completion and inspection, the portion crossing underneath the trail and tracks will become a public water main and then become the responsibility of the City to maintain or repair in the future. A water main easement from McHenry County Conservation District (MCCD) is necessary to allow for the installation and long term maintenance of the water main underneath the trail. Additionally, a pipeline crossing agreement is required from the Union Pacific Railroad (UPRR) for the installation of the water main within their right-of-way and underneath the railroad tracks. The UPRR requires the City to sign the pipeline crossing agreement. Both the MCCD easement agreement and the crossing agreement with UPRR require that the City indemnify the granting party from any loss which they incur arising out of the installation, maintenance and repair of the water line under their respective properties.

Because the City will not be constructing the main initially, the City is requiring that the developer execute an indemnification agreement which will require the developer to indemnify the City from any claims asserted by UPRR and MCCD, arising out of the developer's actions in connection with the installation of the water line and repair and maintenance of the water main during the two-year guarantee period following the City's acceptance of the water main. The new water main will be located within a casing pipe. For any future maintenance work, the City would pull the water main



out of the casing pipe to complete the repair. Main Street or the tracks would not need to be disturbed in the future from this work.

**Recommendation:**

It is City staff's recommendation to approve the following for 95 E Crystal Lake Avenue, and to authorize the Interim City Manager to execute said agreements:

- Water main Easement Agreement with the MCCD
- Pipeline Crossing Agreement with the UPRR
- Indemnification Agreement with the Developer of 95 E Crystal Lake Avenue, HP Crystal Lake, LLC

Special counsel has reviewed and approved all three agreements.

**Votes Required to Pass:**

Simple majority.

# RESOLUTION

**WHEREAS,** on June 7, 2022 an ordinance was granted for final planned unit development at 95 E Crystal Lake Avenue for a 99-unit multi-family residential development; and

**WHEREAS,** there is a need to construct a public water main for the development which provides two separate connection points to the City's existing water main system; and

**WHEREAS,** the new water main will be constructed upon property which is not owned by the City; and

**WHEREAS,** a Water Main Easement Agreement between the City and the McHenry County Conservation District ("MCCD") is required to grant the City the right to install and maintain its water main upon the MCCD property.

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

**BE IT FURTHER RESOLVED** that the Interim City Manager is authorized and directed to sign, and the City Clerk is hereby authorized and directed to attest, on behalf of the City, a Water main Easement Agreement between the City and MCCD; and

**BE IT FURTHER RESOLVED** that the Interim City Manager or his designee is hereby authorized and directed to negotiate any additional terms and conditions or minor modifications to the Agreement as may be determined to be in the best interests of the City, provided that such terms, conditions, or modifications are substantially consistent with the purpose and intent of attached Agreement and this Resolution.

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

Draft

**DATED** this 1st day of November, 2022.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: November 1, 2022
APPROVED: November 1, 2022

Draft

# RESOLUTION

**WHEREAS,** on June 7, 2022 an ordinance was granted for final planned unit development at 95 E Crystal Lake Avenue for a 99-unit multi-family residential development; and

**WHEREAS**, there is a need to construct a public water main for the development which provides two separate connection points to the City's existing water main system; and

**WHEREAS,** the new water main will be constructed upon property which is not owned by the City; and

**WHEREAS,** a Pipeline Crossing Agreement between the City and the Union Pacific Railroad ("UPRR") is required to grant the City the right to install and maintain its water main upon the UPRR property.

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

**BE IT FURTHER RESOLVED** that the Interim City Manager is authorized and directed to sign, and the City Clerk is hereby authorized and directed to attest, on behalf of the City, a Pipeline Crossing Agreement between the City and UPRR; and

**BE IT FURTHER RESOLVED** that the Interim City Manager or his designee is hereby authorized and directed to negotiate any additional terms and conditions or minor modifications to the Agreement as may be determined to be in the best interests of the City, provided that such terms, conditions, or modifications are substantially consistent with the purpose and intent of attached Agreement and this Resolution.

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

Draft

**DATED** this 1st day of November, 2022.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: November 1, 2022
APPROVED: November 1, 2022

Draft

# RESOLUTION

**WHEREAS,** on June 7, 2022 an ordinance was granted for final planned unit development at 95 E Crystal Lake Avenue for a 99-unit multi-family residential development; and

**WHEREAS,** there is a need to construct a public water main for the development which provides two separate connection points to the City's existing water main system; and

**WHEREAS,** the new water main will be constructed upon property which is not owned by the City; and

**WHEREAS,** the City and HP Crystal Lake, LLC ("Developer") desire to enter into an Indemnification Agreement indemnifying the City with respect to the installation and initial maintenance when constructing the new water main within the McHenry County Conservation District property and the Union Pacific Railroad right-of-way.

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

**BE IT FURTHER RESOLVED** that the Interim City Manager is authorized and directed to sign, and the City Clerk is hereby authorized and directed to attest, on behalf of the City, an Indemnification Agreement between the City and the Developer; and

**BE IT FURTHER RESOLVED** that the Interim City Manager or his designee is hereby authorized and directed to negotiate any additional terms and conditions or minor modifications to the Agreement as may be determined to be in the best interests of the City, provided that such terms, conditions, or modifications are substantially consistent with the purpose and intent of attached Agreement and this Resolution.

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

Draft

**DATED** this 1st day of November, 2022.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: November 1, 2022
APPROVED: November 1, 2022

Draft

**INDEMNIFICATION AGREEMENT**

**RELATING TO THE DEVELOPMENT OF PROPERTY**

**LOCATED AT 95 CRYSTAL LAKE AVENUE**

THIS AGREEMENT, made as of this____ day of October, 2022 by and between the CITY OF CRYSTAL LAKE, an Illinois home rule municipal corporation, by and through the Mayor and City Council of the City of Crystal Lake (the "City") and 95 East LLC, an Illinois Limited Liability Company (the "Developer").

**WHEREAS,** the City and the Developer entered into that certain Development Agreement for the Property located at 95 Crystal Lake Avenue (the "Development") and recorded with the McHenry County Recorder of Deeds on _____, 2022 as Document # _____ (the "Development Agreement"); and

**WHEREAS,** the Development Agreement provides that the City will assist the Developer with and, if necessary, jointly applying for easements necessary for installing, operating, maintaining, servicing, repairing and replacing utility facilities servicing the Property which is the subject of the Development Agreement; and

**WHEREAS,** the Developer has requested that the City execute a "Pipeline Crossing Agreement" with Union Pacific Railroad Company ("UP") to allow for the installation of an underground plastic water pipeline to be bored in a twenty-four inch (24") steel casing pipeline (the "Pipeline") across UP's property (the "Crossing Agreement"). A true and correct copy of the form of Crossing Agreement is attached hereto, as Exhibit A; and

**WHEREAS,** the Developer has additionally requested that that the City enter into an easement agreement with the McHenry County Conservation District (MCCD) to install the Pipeline beneath an MCCD trail (the "Easement Agreement"). A true and correct copy of the form of Easement Agreement is attached hereto, as Exhibit B; and

Draft

**WHEREAS,** the Crossing Agreement requires that the City pay $3,000 for the rights granted therein and further obligates the City to pay/or reimburse UP for certain expenses incurred by UP in connection with the installation of the Pipeline; to obtain and maintain certain insurance coverages and to defend, indemnify and hold harmless the Licensor (as defined in the Crossing Agreement) against any claim arising out of any loss, as more fully set forth in the Crossing Agreement); and

**WHEREAS,** the Easement Agreement requires that the City indemnify and hold harmless MCCD against any claim arising out of any loss, as more fully set forth in the Easement Agreement; and

**NOW THEREFORE,** in consideration of the City's agreement to execute the Crossing Agreement and the Easement Agreement, the Developer agrees as follows:

1) The foregoing recitals are repeated and incorporated as though fully set forth herein.
2) The Developer agrees that it will construct the Pipeline in accordance with all of the terms and conditions of the Crossing Agreement and the Easement Agreement.
3) To the extent that the City is required to pay or reimburse MCCD and/or UP for any costs, expenses or liabilities in connection with the installation of Pipeline pursuant to the Crossing Agreement and/or Easement Agreement the Developer shall reimburse the City for all such expenses or liabilities and will defend and indemnify the City and its elected and appointed officials, employees and agents from and against any claims, suits or liability arising out of or in connection with such installation of the Pipeline, except to the extent resulting from the negligence or willful misconduct of City or its employees, agents or contractors. To the extent that the City accepts the Pipeline, from and after the acceptance date, the obligations set forth in this paragraph shall extend to any maintenance and or repair performed by the Developer and/or its contractors, agents, employees and subcontractors during the twenty-four (24) month period following the acceptance date that the Developer is required to guarantee that the Pipeline remains in good condition and repair following acceptance of the Pipeline by the City.

Draft

4) To the extent that the City incurs any expense and/or liability in connection with the Hold Harmless provisions set forth in Section Five of the Crossing Agreement and Section Five of the Easement Agreement (except to the extent resulting from the negligence or willful misconduct of City or its employees, agents or contractors), the Developer agrees that it will indemnify the City and its elected, appointed officials, employees and agents, against any claim, damages, expenses, suit or costs (including reasonable attorney's fees) arising out of such Hold Harmless provisions relating to any action or failure to act by the Developer and/or its contractors, employees, subcontractors and /or agents in connection with the Pipeline, prior to the date on which the City accepts the Pipeline and during such twenty-four (24) month period after the acceptance date that the Developer is required to guarantee that the Pipeline remains in good condition and repair following acceptance of the Pipeline by the City. The obligations set forth in this paragraph shall survive the expiration of this agreement with regard to any indemnification obligations that arise as a result of acts, events or omissions with regard to the period prior to the expiration of this agreement.
5) Except, as provided in paragraph 4, above, the terms of this agreement shall expire and be of no further force and effect upon the expiration of the twenty-four (24) month acceptance period referenced in Sections 3 and 4 above.
6) City agrees to provide Developer with copies of any notices City receives under the terms of the Crossing Agreement and/or Easement Agreement within two (2) business days following receipt.

Draft

[EXECUTION PAGE FOLLOWS]

**IN WITNESS WHEREOF,** the parties hereto have executed or have caused this instrument to be executed by their proper officers duly authorized to execute same.

ATTEST:

**CITY OF CRYSTAL LAKE**

_____
City Clerk

By: _____
Interim City Manager

**95 EAST LLC**
**By: HP Crystal Lake LLC, its manager**

_____

By: Timothy B. Beechick

Name: Tim Beechick

Title: Managing Member

Draft

**EXHIBIT A**

**CROSSING AGREEMENT**

**See attached**

Draft

**EXHIBIT B**

**EASEMENT AGREEMENT**

**See attached**

Draft

Pipeline Crossing 080808
Last Modified: 06/05/18
Form Approved, AVP-Law

Folder No. 03327-97

# PIPELINE CROSSING AGREEMENT

Mile Post: 58.13, Crystal Lake Industr Subdivision
Location: Crystal Lake, Mchenry County, Illinois

**THIS AGREEMENT ("Agreement")** is made and entered into as of August 22, 2022, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF CRYSTAL LAKE**, to be addressed at 100 W Woodstock St, Crystal Lake, Illinois 60014 ("Licensee").

**IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**Article 1.** **LICENSOR GRANTS RIGHT.**

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate One (1) underground plastic water pipeline bored in a Twenty-four (24") inch steel casing pipeline. only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Crystal Lake, McHenry County, State of Illinois ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated July 29, 2022, attached hereto as **Exhibit A-1 and A-2** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for One (1) underground plastic water pipeline bored in a Twenty-four (24") inch steel casing pipeline., and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A-1 and A-2**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

**Article 2.** **LICENSE FEE.**

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Three Thousand Dollars ($3,000.00)**.

**Article 3.** **TERM.**

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This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

**Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.**

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

**Article 5. INSURANCE.**

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

**Article 6. DEFINITION OF LICENSEE.**

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

**Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.**

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

**Article 8. WAIVER OF BREACH.**

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

**Article 9. ASSIGNMENT.**

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by

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operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B.**

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

**Article 10. SEVERABILITY.**

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

**Article 11. NOTICES.**

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Folder No. 03327-97)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF CRYSTAL LAKE
100 W Woodstock St
Crystal Lake, Illinois 60014

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**Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.**

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

**Railpros Field Services**
**Email: RP.Utility@railpros.com**
**Phone (682)223-5271**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

By: _____

Kerin Bristow
*Sr. Analyst Real Estate Contracts*

**CITY OF CRYSTAL LAKE**

By: _____

Name Printed: _____

Title: _____

Draft




**LEGEND:**

PIPELINE CROSSING ..... — — — —

UPRRCO. R/W OUTLINED ..... —·—·—·—·—

| | |
|---|---|
| CADD FILENAME | 0332797.dgn (PJB) |
| SCAN FILENAME | X |

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A-1"

# UNION PACIFIC RAILROAD COMPANY

CRYSTAL LAKE, MCHENRY COUNTY, IL

M.P. 58.13 - CRYSTAL LAKE IND LD

CNW V-5 / 5

SCALE: 1" = 100'

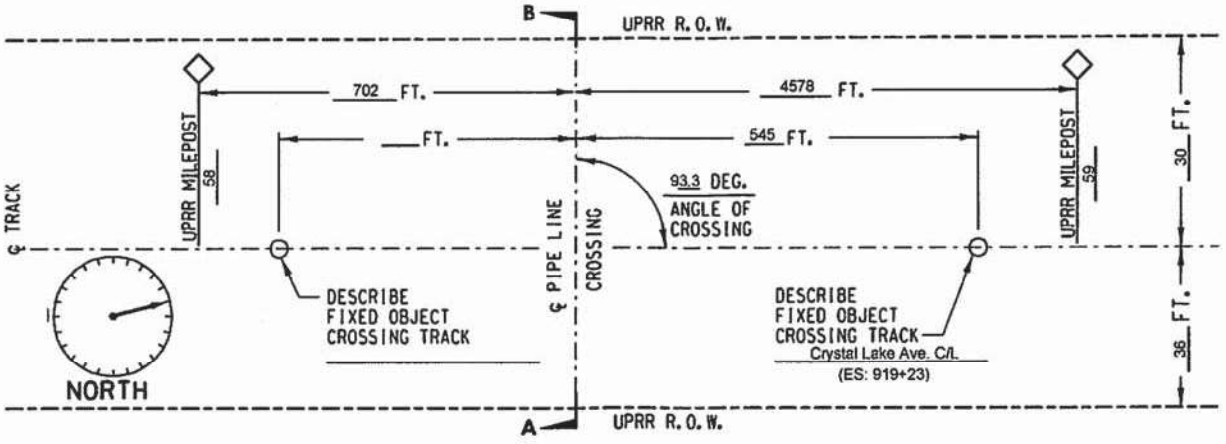
OFFICE OF REAL ESTATE

OMAHA, NEBRASKA DATE: 7/29/2022

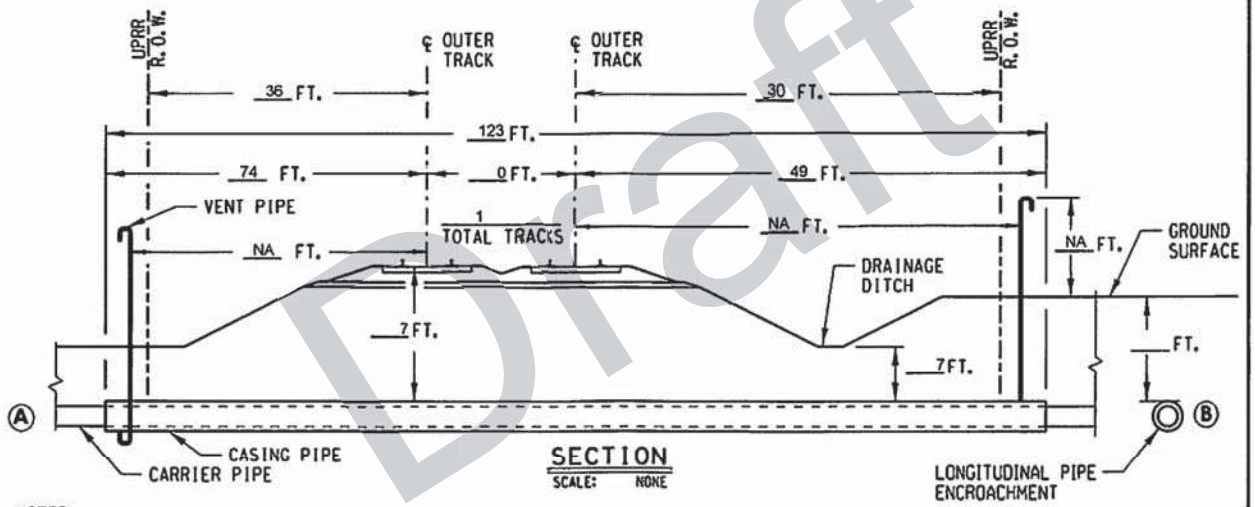
JDB FILE: 3327-97

# NON-FLAMMABLE LIQUID PIPELINE

☑ CROSSING
☐ ENCROACHMENT
☐ BOTH




PLAN
SCALE: NONE




SECTION
SCALE: NONE

NOTES:
1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
2) REFER TO AREMA VOLUME 1. CHAPTER 1. PART 5. SECTION 5.1

A) METHOD OF INSTALLATION BORED AND JACKED
B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT ____.
C) SIGNS PROVIDED? SIGNS WILL NOT BE PROVIDED
D) CARRIER MATERIAL PLASTIC. IF RCP, CLASS V? NA.
COMMODITY TO BE CONVEYED PUBLIC WATER.
OPERATIONAL PRESSURE 60 PSI. MAOP 60 PSI.
WALL THICKNESS (INCH)/ SCHEDULE 80. DIAMETER 8 IN.
CATHODIC/COATING PROTECTION NO
E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA.
TOTAL LENGTH CASING PIPE: 123 FT.
WALL THICKNESS 0.375 IN. DIAMETER 24 IN.
CATHODIC/COATING PROTECTION YES
CASING PIPE IS OPEN AT THE ENDS.
F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES 49 AND 74.

UNION PACIFIC **BUILDING AMERICA®**

EXHIBIT "A"-2

| | |
|---|---|
| SUBDIVISION: Crystal Lake Ind. Ld. | |
| TRACK TYPE: MAINLINE | |
| M.P.: 58.13 | LAT.: 42.23972222 |
| E.S.M.: 913+78 ± | LONG.: -88.31611111 |
| NEAREST CITY: CRYSTAL LAKE / COUNTY: MCHENRY / STATE: IL | |
| APPLICANT: City of Crystal Lake | |
| FILE NO.: 0332797 | DATE: 9/21/2022 |

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# EXHIBIT B

## GENERAL TERMS AND CONDITIONS

**Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.**

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

**Section 2. ENGINEERING REQUIREMENTS; PERMITS.**

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

**Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.**

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

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B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B.**

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

**Section 4.** **FLAGGING.**

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of

Draft

five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

**Section 5. SAFETY.**

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

Union Pacific Current Safety Requirements

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

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**Section 6.** **PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

**Section 7.** **LICENSEE'S PAYMENT OF EXPENSES.**

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

**Section 8.** **MODIFICATIONS TO LICENSEE'S FACILITIES.**

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

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B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B.** Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

**Section 9. RESTORATION OF RAILROAD PROPERTY.**

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

**Section 10. INDEMNITY.**

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.

2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.

3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;

2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad

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Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;

4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;

5. Right(s) or interest(s) granted pursuant to this Agreement;

6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;

7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and

8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

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**Section 11.** **TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.**

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at this link for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment

Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

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## EXHIBIT C

## INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance**. Commercial general liability (CGL) with a limit of not less than $2,000,000 each occurrence and an aggregate limit of not less than $4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance**. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less $2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance**. Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance**. Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured,

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this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least $2,000,000 per loss, with an annual aggregate of at least $4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance**. Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance**. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

**Other Requirements**

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

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**EXHIBIT B**

**EASEMENT AGREEMENT**

**See attached**

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**This instrument prepared by and after recording return to:**

Andrew S. Paine
Tressler, LLP
233 S. Wacker Drive
61st Floor
Chicago, IL 60606

Reserved for Recorder's Office Only

**PIN: 19-05-228-060**

# WATERMAIN EASEMENT AGREEMENT

**THIS AGREEMENT,** dated as of this ___ day of October, 2022, by and between the **CITY OF CRYSTAL LAKE** (***"City"***), and the **MCHENRY COUNTY CONSERVATION DISTRICT** (***"District"***).

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## RECITALS:

**A.** The District is the legal owner of record of certain real property in the City of Crystal Lake, County of McHenry, and State of Illinois, which real property is legally described in **Exhibit A** attached hereto and by this reference incorporated herein and made a part hereof (***"Property"***).

**B.** The City desires to locate a new watermain facility under that portion of the Property legally described in **Exhibit B** attached hereto and by this reference incorporated herein and made a part hereof (***"Easement Premises"***). The new watermain facility will be installed entirely underground using a directional boring or augering installation method and, therefore, will generally not result in surface manifestations during or following construction, except at such access points as may be necessary for installation, and will not produce any degradation within the Property.

**NOW, THEREFORE,** in consideration of the sum of Ten Dollars ($10.00) and the mutual covenants and agreements set forth herein and other good and valuable consideration paid by the City to the District, the receipt and sufficiency of which are hereby acknowledged, the parties thereto mutually agree as follows:

**SECTION ONE: Grant of Easement on Property.** The District hereby grants to the City, its successors and assigns, a perpetual easement and right of way to survey, construct, reconstruct, lay, use, own, operate, maintain, test, inspect, repair, replace, enlarge, renew, alter, remove, or abandon in place (collectively, ***"Installation"***) a watermain facility of such size and material, and with such attachments, equipment, and appurtenances thereto as the City may deem necessary or desirable for its needs (collectively, ***"Facilities"***), subject to the terms and conditions hereinafter set forth, under the Easement Premises, together with all reasonable rights of ingress and egress over, along, upon, and across the Easement Premises and any adjoining lands of the District necessary for the exercise of the rights herein granted; provided, however that the City, its successors, and assigns, shall not use the Property, or any other property owned by the District, for any equipment storage during the Installation of the Facilities or at anytime thereafter.

**SECTION TWO: Installation.** The City agrees that the Installation of the Facilities shall be done and completed in a good and workmanlike, lien-free manner and in accordance with the plans for the "CRYSTAL LAKE RESIDENTIAL, Crystal Lake, Illinois, Utility Plan" prepared by RWG Engineering, LLC dated March 11, 2022 and last revised June 13, 2022, and that the Installation of the Facilities shall be performed utilizing a directional boring or augering method of installation, all at the sole expense of the City.

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**SECTION THREE: Restoration; Removal.** Upon completion of any Installation activity by the City, its authorized agents, servants, employees, or contractors, the City agrees to (a) replace and grade all topsoil removed by the City; (b) restore all fences, roads, plantings, landscaping, and improvements to the condition existing prior to the Installation if damaged or removed by the City as a result of the Installation; (c) replace any and all sod removed by the City with sod of like quality; and (d) replace any and all natural grass removed by the City by seeding with a good quality seed. In the event that the City no longer utilizes the Facilities within the Easement Premises, the City agrees to either (i) completely remove the Facilities from the Easement Premises or (ii) otherwise properly abandon the Facilities in such a manner so as to eliminate the possibility of any damage to the Easement Premises, including without limitation collapse. All labor and materials consumed or performed in the course of making restoration hereunder shall be guaranteed for one (1) year.

**SECTION FOUR: Compliance with Law.** All work hereunder shall be performed in accordance with all State, Federal and local laws applicable to the construction, maintenance or repair of public works of the kind herein described, including but not limited to the Prevailing Wage Act, Public Construction Bond Act and the Substance Abuse Prevention on Public Works Projects Act. All performance guarantees obtained by the City shall name the District as an additional obligee.

**SECTION FIVE: Hold Harmless.** The City agrees to indemnify and save harmless the District, its officers, agents and employees, against all claims, causes of action, suits, damages, demands, costs, and expenses (including attorneys' fees), and other charges that may arise, or be alleged to have arisen, out of or in connection with the actions or inactions of the City or its authorized agents, servants, employees, or contractors under the rights granted by this

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Agreement. Not in limitation of the foregoing sentence, in the event the District receives notice of any lien or claim for lien arising from the City's performance of the work permitted hereunder, the City shall have ten (10) days after its receipt of notice of such lien or claim for lien to remove or cause the removal of such lien, either through payment of such claim or by obtaining insurance therefore.

**SECTION SIX: Reservation of Rights.** The District hereby reserves the right to use the Easement Premises and adjacent property in any manner that will not prevent or interfere with the exercise by the City of the rights granted hereunder. The District shall have the right to grant other non-exclusive easements over, along, upon, or across the Easement Premises, provided such other easements shall not prevent or interfere with the City's use or maintenance of the Facilities.

**SECTION SEVEN: Remedies.** It is agreed that the parties hereto may, in law or in equity, by suit, action, mandamus, or any other proceeding, enforce or compel the performance of this Agreement. In no event shall the District be liable for any monetary damages to the City, or anyone claiming by and through the City.

**SECTION EIGHT: Covenants Running with the Land.** The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement shall be easements, rights, restrictions, agreements, and covenants running with the land, shall be recorded against the Easement Premises and shall be binding upon and inure to the benefit of the District, City and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Easement Premises, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions,

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agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements, or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the President of the United States.

**SECTION NINE: Notices.** All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (a) when delivered in person and receipted for on a business day at the address set forth below: (b) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address listed below; (c) when delivered to the address listed below by any courier service; (d) on the date of transmission, if transmitted by telecopier at the telecopier number listed below before 4:30 p.m. and deposited in the U.S. mail on the same day for delivery to the address listed below:

To City:

City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, Illinois 60014
Attention: City Manager
Fax: 815-459-2350

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To District:

McHenry County Conservation District
18410 U.S. Highway 14
Woodstock, IL 60098
Attention: Executive Director
Fax: 815-334-2877

By notice complying with the requirements of this Section, each party shall have the right to change the addressee, the address of the addressee, or both for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

**SECTION TEN: Assignment of Rights.** The City may not assign its rights or delegate its duties under this Agreement, in whole or in part, without the prior written consent of the District.

**SECTION ELEVEN: Amendment.** This Agreement may be modified, amended, or annulled only by the written agreement of District and the City.

**SECTION TWELVE: Survival.** All representations and warranties contained herein shall survive the execution of this Agreement and the recordation thereof and shall not be merged.

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**IN WITNESS WHEREOF,** the parties hereto have executed or have caused this instrument to be executed by their proper officers duly authorized to execute same.

ATTEST:

**CITY OF CRYSTAL LAKE**

_____
City Clerk

By: _____
Interim City Manager

ATTEST:

**MCHENRY COUNTY CONSERVATION DISTRICT**

_____
Secretary, Board of Trustees

By: _____
President, Board of Trustees

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STATE OF ILLINOIS )
) SS
COUNTY OF MCHENRY )

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the Mayor of the City of Crystal Lake, and _____, personally known to me to be the Clerk of said City, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that as the Mayor and Clerk of the City of Crystal Lake, they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of the City of Crystal Lake for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2022.

_____
Notary Public

My commission expires: _____

(SEAL)

Draft

STATE OF ILLINOIS )
) SS
COUNTY OF MCHENRY )

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the President of the McHenry County Conservation District, and _____, personally known to me to be the Secretary of said District, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that as the President and Secretary of the McHenry County Conservation District, they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of the McHenry County Conservation District for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2022.

_____
Notary Public

My commission expires: _____

(SEAL)

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## EXHIBIT A

## LEGAL DESCRIPTION OF THE PROPERTY

THAT PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AS FOLLOWS: ON THE SOUTH BY THE SOUTH LINE OF NORTHEAST QUARTER OF SAID SECTION 5; ON THE NORTHEAST BY THE WEST LINE OF MAIN STREET; ON THE WEST BY A LINE PARALLEL WITH AND DISTANT 50 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE MAIN TRACK OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY (NOW THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY), AS SAID MAIN TRACK CENTER LINE WAS ORIGINALLY LOCATED AND ESTABLISHED OVER AND ACROSS SAID SECTION 5; AND ON THE EAST BY A LINE PARALLEL WITH AND DISTANT 30 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE MAIN TRACK OF THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, AS SAID MAIN TRACK IS NOW LOCATED.

P.I.N.: 19-05-228-060

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## EXHIBIT B

## LEGAL DESCRIPTION OF THE EASEMENT PREMISES

THAT PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCHENRY COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS, USING BEARING AND DISTANCES REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT): COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES 35 MINUTES 20 SECONDS EAST, 99.70 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD CORPORATION; THENCE SOUTHWESTERLY 451.07 FEET ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 3065.57 FEET; THE CHORD OF SAID CURVE BEARS SOUTH 13 DEGREES 26 MINUTES 54 SECONDS WEST, 450.66 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 37 MINUTES 16 SECONDS EAST, 20.35 FEET TO A POINT 20.00 FEET EASTERLY OF SAID WESTERLY RAILROAD LINE; THENCE SOUTHWESTERLY 20.34 FEET ALONG AN ARC OF A CURVE CONCAVE EASTERLY WITH A RADIUS OF 3045.57 FEET, SAID ACR HAVING A CHORD BEARING OF SOUTH 09 DEGREES 06 MINUTES 44 SECONDS WEST, AND CHORD LENGTH OF 20.34 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 16 SECONDS WEST, 20.33 FEET TO A POINT ALONG SAID WEST RAILROAD LINE; THENCE NORTHEASTERLY 20.34 FEET ALONG SAID WESTERLY RAILROAD LINE, SAID RAILROAD LINE BEING A CURVE CONCAVE EASTERLY WITH A RADIUS OF 3065.57 FEET, SAID ARC HAVING A CHORD BEARING OF NORTH 09 DEGREES 02 MINUTES 35 SECONDS EAST, AND CHORD LENGTH OF 20.34 FEET TO THE PLACE OF BEGINNING, ALL IN MCHENRY COUNTY, ILLINOIS.

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**Agenda Item No: 14**

# City Council
# Agenda Supplement

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**Meeting Date:** November 1, 2022

**Item:** Approval of change order providing additional compensation for construction engineering services and appropriation of additional Motor Fuel Tax (MFT) funds for the North Main Street Improvement

**Staff Recommendation:**

1. Motion to adopt a Resolution approving a change order to the contract with GSG Consultants for additional compensation of $91,851.00 for construction engineering services for the North Main Street Improvement

2. Motion to adopt a Resolution appropriating an additional $91,851.00 in MFT funds for the North Main Street improvement

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

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**Background:**

The North Main Street project includes roadway widening, resurfacing, new water main and installation of a new traffic signal at the intersection of North Main Street and Route 176. The construction contract, awarded by the Illinois Department of Transportation, was $4,564,372.47. The project is funded with Federal, Motor Fuel Tax (MFT) and Water and Sewer funds.

At the December 21, 2021 City Council meeting, GSG Consultants, Inc. (GSG) was approved to provide construction engineering services for this improvement at a cost of $323,951.00. This cost was based on the City's Request for Proposal (RFP) that requested a cost for 1,680 hours of construction supervision. Staff estimated the 1,680 hours based on experience from other projects and contractors in the City, the anticipated hours the contractor would work and the duration of the project. The contractor for the North Main Street project, Pirtano Construction, elected to work long hours and on weekends for the majority of the project utilizing multiple crews. This level of crew staffing and work hours was not anticipated by the City when the construction supervision

hour estimate were placed in the RFP. This resulted in the need for additional hours of construction observation that were not included in the City's RFP. It is necessary that construction engineering staff be present at all times during construction to ensure the contractor is constructing the project in accordance with the plans, specifications, IDOT and City requirements, as well as utilizing approved materials for construction.

Staff negotiated the requested additional compensation for 770 hours of staff time with GSG Consultants. This translates into an additional $91,851.00 in compensation, increasing their contract from $323,919.00 to $415,770.00. An ordinance approving a change order is required to approve this additional compensation. As a typical "rule of thumb," construction engineering services are typically estimated at 10% of the construction contract amount. For this project, 10% of the awarded amount would be approximately 456,437.00. With the proposed increase, GSG's contract is still below the 10% "rule of thumb." The additional costs are based on the hourly rates and testing services costs established in the original RFP.

The City will utilize MFT funds for this portion of the project. The Illinois Department of Transportation (IDOT) administers MFT funds and therefore the City must follow IDOT procedures and requirements. IDOT requires a separate resolution to allocate MFT funds. The attached resolution will allocate the additional required $91,851.00.

Any MFT funds that are obligated through IDOT and not spent will be returned to the City's unobligated balance once the project is complete. The City has sufficient reserves in its MFT Fund for this expenditure. This project is partially funded in the Fiscal Year 2021/2022 budget and funds will be carried over into the Fiscal Year 2022/2023 for the completion of the project.

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

# RESOLUTION APPROVING CHANGE ORDER

**WHEREAS** the CITY OF CRYSTAL LAKE identified the need to improve North Main Street and its intersection with Illinois Route 176 including roadway and water main improvements (the "Project"); and

**WHEREAS** to ensure the improvement is constructed to the standards and requirements of the CITY and the Illinois Department of Transportation the CITY contracted with the engineering firm of GSG Consultants to provide construction management services; and;

**WHEREAS,** due to additional hours expended by the construction contractor in connection with the construction of the Project, GSG Consultants was required to incur additional hours for construction supervision services which were not anticipated at the time that the contract with CSG Consultants was approved; and

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

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

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

Draft

SECTION TWO. Approval of Change Order. The change order to the agreement with GSG Consultants is hereby approved and the Interim City Manager is authorized to increase the upper level of compensation to GSG Consultants to $415,770.00, an increase of $91,851.00 and to execute all documents necessary to effectuate the change in the agreement with CSG Consultants.

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 1st day of November, 2022.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: November 1, 2022
APPROVED: November 1, 2022

Draft

Illinois Department of Transportation

# Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
☐ Yes ☐ No

| Resolution Type | Resolution Number | Section Number |
|---|---|---|
| Supplemental | 22R-1 | 15-0124-00-PV |

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type)

of Crystal Lake (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor).

For Roadway/Street Improvements:

| Name of Street(s)/Road(s) | Length (miles) | Route | From | To |
|---|---|---|---|---|
| N. Main Street | 0.32 | FAU0124 | Route 176 | Woodstock Street |

For Structures:

| Name of Street(s)/Road(s) | Existing Structure No. | Route | Location | Feature Crossed |
|---|---|---|---|---|
| | | | | |

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Intersection improvement with new traffic signal, channelization, resurfacing and water main upgrade.

2. That there is hereby appropriated the sum of ninety one thousand eight hundred and fifty one Dollars ( $91,851.00 ) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Nick Kachiroubas (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type)

of Crystal Lake (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council (Governing Body Type) of Crystal Lake (Name of Local Public Agency) at a meeting held on November 01, 2022 (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of _____ (Month, Year).

(SEAL)

Clerk Signature & Date

**Approved**

Regional Engineer Signature & Date
Department of Transportation

Draft

**Agenda Item No: 15**

# City Council
# Agenda Supplement

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**Meeting Date:** November 1, 2022

**Item:** Bid Award - Sewer Lining Services

**Staff Recommendation:** Motion to award the contract for sewer lining services to the lowest responsive and responsible bidder, Hoerr Construction, Inc., and to adopt a Resolution authorizing the Interim City Manager to execute a contract with Hoerr Construction, Inc. in the amount of $421,449.50 with a 10% contingency for unforeseen expenses and to approve warranted completion date extensions.

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

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**Background:**
Sewer lining is an annual program in the Public Works Department. This program addresses structural deficiencies (broken or cracked pipe) and infiltration that has been detected by Public Works crews as part of our sewer assessment operations throughout the year. Infiltration is the flow of groundwater into the sanitary sewer system through cracks or other defects that are caused by age, tree roots, etc. Infiltration can overload the sanitary sewer system (cause backups) and result in operational issues at wastewater treatment facilities.

Lining is significantly less expensive and more efficient than traditional open-cut excavation and pipe replacement methods. The lining is normally installed with minimal surface disruption.

Public Works has identified critical need areas of sanitary sewer mains that require lining for defects and infiltration. The areas proposed for 2022 include sanitary sewers within the limits of the upcoming Dole Avenue reconstruction project. Lining of the sewer will greatly minimize the potential for future repairs after the roadway is reconstructed.

On October 19, 2022, the City of Crystal Lake publicly opened and read aloud the bids received for the lining of sewers at various locations throughout the City. The following is a breakdown of the base bids received:

| | √ Hoerr Construction Goodfield, IL | Visu-Sewer, Inc. Pewaukee, WI | Insituform Technologies Orland Park, IL | National Power Rodding, Chicago, IL |
|---|---|---|---|---|
| **Bid Amount** | **$421,449.50** | **$635,128.65** | **$761,003.00** | **$1,156,245.00** |

*√ Indicates lowest responsive and responsible bidder*

**Recommendation**

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

The Public Works Department has reviewed bids received for completeness and accuracy in accordance with the invitation to bid document. City staff has worked with Hoerr Construction, Inc. previously with satisfactory results. Therefore, the Public Works Department recommends that the contract for Sewer Lining Services be awarded to the lowest responsive and responsible bidder, Hoerr Construction, Inc., in the amount of $421,449.50. Sufficient funds are available for this project in the FY2022/2023 Budget.

**Votes Required to Pass:**

Simple majority

# RESOLUTION

**WHEREAS** the CITY OF CRYSTAL LAKE has identified the need for sewer lining to address structural deficiencies and infiltration; and

**WHEREAS** the CITY received and publicly opened bids for lining of various sewers in the City on October 19, 2022; and

**WHEREAS** the lowest responsive and responsible bidder is Hoerr Construction Inc., Goodfield, Illinois.

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

**BE IT FURTHER RESOLVED** the Interim City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Hoerr Construction, Inc. for the lining of sewers in various locations in the amount of $421,449.50; and

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

**DATED** this 1st day of November, 2022.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: November 1, 2022
APPROVED: November 1, 2022

Draft

**Agenda Item No: 16**

# City Council
# Agenda Supplement

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**Meeting Date:** November 1, 2022

**Item:** Designation and Auction Sale of Surplus Property

**Staff Recommendation:** Motion to Adopt a Resolution:

1. Designating the items identified in Exhibit "A" as surplus property, and
2. Authorizing the Interim City Manager to execute an agreement with Obenauf Auction Service, Inc. for the sale of City surplused property, and
3. Authorizing surplus items not sold, donated, or whose proposed auction price is less than a scrap price, be scrapped in accordance with the City's scrap metal policy.

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

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**Background:**

The Public Works Department annually coordinates the selling of surplus City equipment. A list of property proposed as surplus, to be sold through a public online bidding process or brokerage sale in 2022, is attached as Exhibit "A". Exhibit "A" identifies a list of surplus non-utilized pieces of equipment, which have been compiled by Public Works, IT, Police, Three Oaks Recreation Area and surplus office furniture. The designation of equipment as surplus and subsequent auction sales of equipment provides the following benefits to the City:

1) Designating equipment as surplus allows the City the ability to make space available currently occupied by the non-utilized equipment.
2) Partnerships with auction firms minimizes the costs and time required to sell the equipment through a bidding process. These costs include advertising, publishing legal notification, and staff time required to show the equipment. The associated cost to the City by utilizing Obenauf Auction Service, Inc. is a 3% commission for all items sold.
3) Participation in auction sales provides an additional avenue for the sale of the surplus equipment and vehicles to increase the likelihood that the City will maximize its return on the sale of the items.

The items in Exhibit "A" will be sold through auction through the City's broker, Obenauf Auction Service, Inc.

**Recommendation:**

It is the recommendation of staff to designate the items in Exhibit "A" as surplus and authorize the City Manager to execute an agreement with Obenauf Auction Service, Inc. for the sale of most of the surplus items through a public online bidding process administered by Obenauf with a 3% sales commission for all items sold and other brokerage firms for specialty items.

**Votes Required to Pass:**

Simple majority.

**RESOLUTION**

**WHEREAS** the CITY OF CRYSTAL LAKE from time to time designates surplus items that are no longer needed or obsolete; and

**WHEREAS** disposing of said items provides revenue and utilization of an on-line auction service increases the likelihood that the City will maximize its return on the sale of the items.

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

1. The items identified in Exhibit "A" be and are hereby designated as surplus; and
2. The Interim City Manager is hereby authorized and directed to execute an agreement with Obenauf Auction Service, Inc. for auction services pertaining to items listed on "Exhibit A" for a 3% sales commission; and
3. Any items not sold or whose proposed auction price is less than a scrap price, be scrapped in accordance with the City's scrap metal policy.

DATED this 1st day of November, 2022.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL
ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: November 1, 2022
APPROVED: November 1, 2022

Draft

**EXHIBIT A**

| QTY | ITEM | MAKE | REASON FOR DISPOSAL |
|---|---|---|---|
| 1 | Desktop Scanner | Canon | End of Life |
| 1 | Desktop Scanner | Canon | End of Life |
| 1 | Monitor | Dell | End of Life |
| 1 | Laptop | HP | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Monitor | Dell | End of Life |
| 1 | MDC | Panasonic | End of Life |
| 1 | MDC | Panasonic | End of Life |
| 1 | MDC | Panasonic | End of Life |
| 1 | iPad | Apple | End of Life |
| 1 | iPad | Apple | End of Life |
| 1 | MDC | Panasonic | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | MDC | Panasonic | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Cassette Recorder | Go Video Epic | End of Life |
| 1 | Monitor | Dell | End of Life |
| 1 | Monitor | Dell | End of Life |
| 1 | MDC | Panasonic | End of Life |
| 1 | MDC | Panasonic | End of Life |
| 1 | Scanner | HP | End of Life |
| 1 | Camera | Kodak | End of Life |
| 1 | Camera | Sony | End of Life |
| 1 | Monitor | Lenovo | End of Life |
| 1 | Speakers | Labtec | End of Life |
| 1 | Laptop | Dell | End of Life |
| 1 | Laptop | HP | End of Life |
| 1 | Microwave | Emerson | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Monitor | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Printer | Canon | End of Life |
| 1 | Laptop | HP | End of Life |
| 1 | Monitor | Dell | End of Life |
| 1 | Monitor | Dell | End of Life |
| 1 | Laptop | Gateway | End of Life |

Draft

EXHIBIT A

| QTY | ITEM | MAKE | REASON FOR DISPOSAL |
|---|---|---|---|
| 1 | Monitor | Dell | End of Life |
| 1 | Monitor | Lenovo | End of Life |
| 1 | Monitor | Lenovo | End of Life |
| 1 | Keyboard | Dell | End of Life |
| 1 | Mouse | Dell | End of Life |
| 1 | Mouse | Lenovo | End of Life |
| 1 | Speakers | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Monitor | Dell | End of Life |
| 1 | Monitor | Lenovo | End of Life |
| 1 | Computer | Lenovo | End of Life |
| 1 | Computer | Lenovo | End of Life |
| 1 | iPad | Apple | End of Life |
| 1 | iPad | Apple | End of Life |
| 1 | iPad | Apple | End of Life |
| 1 | iPad | Apple | End of Life |
| 1 | iPad | Apple | End of Life |
| 1 | Android | Samsung | End of Life |
| 1 | Printer | HP | End of Life |
| 1 | Monitor Stand and Monitor | | End of Life |
| 1 | Monitor | Lenovo | End of Life |
| 1 | Monitor | NEC | End of Life |
| 1 | Printer | HP | End of Life |
| 1 | Monitor | Dell | End of Life |
| 1 | Printer | HP | End of Life |
| 1 | Label Maker | Dymo | End of Life |
| 1 | Printer | HP | End of Life |
| 1 | Monitor | Dell | End of Life |
| 1 | Monitor | Dell | End of Life |
| 1 | Monitor | Dell | End of Life |
| 1 | Monitor | Dell | End of Life |
| 1 | Laptop | HP | End of Life |
| 1 | Monitor | Dell | End of Life |
| 1 | Monitor | Dell | End of Life |
| 1 | Monitor | Dell | End of Life |
| 1 | Monitor | Dell | End of Life |
| 1 | Monitor | Dell | End of Life |
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| 1 | Monitor | Dell | End of Life |
| 1 | Monitor | Dell | End of Life |
| 1 | Monitor | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Computer | Lenovo | End of Life |
| 1 | Monitor | Dell | End of Life |

Draft

**EXHIBIT A**

| QTY | ITEM | MAKE | REASON FOR DISPOSAL |
|---|---|---|---|
| 1 | Monitor | Dell | End of Life |
| 1 | Cassette Recorder | SANYO | End of Life |
| 1 | Cassette Tapes x2 boxes | Sparco | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Printer | Canon | End of Life |
| 1 | Printer | Canon | End of Life |
| 1 | Monitor | Dell | End of Life |
| 1 | Monitor | Dell | End of Life |
| 1 | Monitor | Dell | End of Life |
| 1 | Monitor | Dell | End of Life |
| 1 | Monitor | Dell | End of Life |
| 1 | Monitor | Dell | End of Life |
| 1 | Printer | HP | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Networking Switch | Linksys | End of Life |
| 1 | Networking Switch | Linksys | End of Life |
| 1 | Wireless Router | Cisco | End of Life |
| 1 | Cradlepoint | Cradlepoint | End of Life |
| 1 | Switch | Dynex | End of Life |
| 1 | Laptop | HP | End of Life |
| 1 | Monitor | Dell | End of Life |
| 1 | Monitor | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Computer | Dell | End of Life |
| 1 | Monitor | Lenovo | End of Life |
| 1 | Printer | HP | End of Life |
| 1 | Computer | Lenovo | End of Life |
| 5 | VARDA (Voice Activated Radio Dispatched Alarm) | VARDA | Unable to use due to radio encryption |
| 2 | Sony micro-cassette recorders | Sony | Outdated technology |
| 1 | Cassette recorder | Radio Shack | Outdated technology |
| 1 | Recorder | Marantz | Outdated technology |
| 1 | Digital camera | Kodak | Outdated technology |
| 1 | GPS tracker | Coleman | Outdated technology |
| 1 | GPS tracker | Coleman | Outdated technology |
| 3 | Marque 2 Bluetooth Earbud | Plantonics | Outdated technology |
| 18 | Computer mounts | Havis | Not capable with new models |
| 85 | Emergency Lights | Various | Not capable with new models |
| 12 | Antenna | Antenna Plus | Not capable with new models |
| 12 | Siren | Unknown | Not capable with new models |
| 10 | Light control | Signal Master | Not capable with new models |
| 15 | Light/siren control | Touch Master | Not capable with new models |
| 1 | Light control | Federal Signal | Not capable with new models |
| 1 | Siren control | Federal Signal | Not capable with new models |

Draft

**EXHIBIT A**

| QTY | ITEM | MAKE | REASON FOR DISPOSAL |
|---|---|---|---|
| 1 | Light bar | Federal Signal | Not capable with new models |
| 15 | Center console | Federal Signal | Not capable with new models |
| 11 | Push bumper | Sentina | Not capable with new models |
| 5 | Rifle mounts | Unknown | Not capable with new models |
| 8 | Gun locks | Santa Cruz | Not capable with new models |
| 8 | Rear seat molds | Various | Not capable with new models |
| 3 | Window bars | R&L | Not capable with new models |
| 1 | Door panel | Sentina | Not capable with new models |
| 3 | Partition | unknown | Not capable with new models |
| 8 | Partition | Unknown | Not capable with new models |
| 10 | Partition | Unknown | Not capable with new models |
| 8 | Partition part | R&L | Not capable with new models |
| 8 | Partition part | Unknown | Not capable with new models |
| 9 | Tasers | Axon | Does not work |
| 12 | Tasers | Axon | Does not work |
| 1 | Taser dataport kit | Axon | Does not work |
| 1 | Radar | Stalker | Outdated technology |
| 2 | Truck box | Unknown | Not capable with new models |
| 10 | Squad printer mount | Zebra | Not capable with new models |
| 1 | Walk-through metal detector | Garrett | No longer needed |
| 1 | paddle boat | Paddlewheeler | no pedals |
| 1 | paddle boat | Paddlewheeler | no steering or pedals |
| 1 | paddle boat | Paddlewheeler | cracked hull |
| 1 | paddle boat | Paddlewheeler | cracked hull |
| 1 | utility vehicle | Kubota | excessive repair costs |
| 1 | row boat | mirrocraft | transom worn through |
| 1 | pedal pontoon | Apex | paddle wheel is broken |
| 1 | pedal pontoon | Aex | does not work |
| 1 | 50 Gallon Water Tank | N/A | No longer used in operations |
| 1 | 60 Gallon Water Tank | N/A | No longer used in operations |
| 1 | 210 Gallon Pick Up Truck Water Tank | Tanks LTD | No longer used in operations |
| 1 | Tailgate Mounted Pre-Wet Tank - 75 Gal | Monroe | No longer used in operations |
| 1 | Diamond Plate Tool Box 2' Wx 4' L x 2' H | Buyers | No longer used in operations |
| 1 | Tool Box - White - 20" X x 54" L x 20" H | Knaack | No longer used in operations |
| 1 | 9' x 12' roll tarp for 5 yd dump | N/A | No longer used in operations |
| 1 | Line Striper with Honda 5.5 hp motor - Needs Hoses | Kelly Creswell | No longer used in operations |
| 1 | TS700 Concrete Saw | Stihl | End of Life |
| 1 | TS 700 Concrete Saw | Stihl | End of Life |
| 2 | Air Hammers with 10 Misc. Bits | N/A | End of Life |
| 1 | BT65-4 Tamper with Honda GX 100 Motor | Bomag | No longer used in operations |
| 1 | Olathe Tub Grinder | Olathe | Grinding is contracted out |
| 1 | Gas Grinder for thermo/ concrete/ asphalt | Bartell | End of Life |
| 39 | Carbide Blades (New) | Schmidt | No longer have Schmidt plows |
| 86 | Carbon Steel Blades (New) | Schmidt | No longer have Schmidt plows |
| 7 | Wheel & Tires (Used) | Schmidt | No longer have Schmidt plows |
| 5 | Tires (New | Schmidt | No longer have Schmidt plows |
| 29 | Upper Segment Links (New) | Schmidt | No longer have Schmidt plows |
| 20 | Running Gears for Wheels | Schmidt | No longer have Schmidt plows |
| 14 | Return Springs | Schmidt | No longer have Schmidt plows |
| 2 | Upper A Frames (New) | Schmidt | No longer have Schmidt plows |
| 2 | Lower A Frames (New) | Schmidt | No longer have Schmidt plows |

Draft

**EXHIBIT A**

| QTY | ITEM | MAKE | REASON FOR DISPOSAL |
|---|---|---|---|
| | Misc. welded parts and other Schmidt parts | Schmidt | No longer have Schmidt plows |
| 1 | Wood laminate 4 shelf bookcase | | No longer used |
| 1 | Arch/Eng. 10 drawer metal flat file | | No longer used |
| 8 | 4 drawer metal file cabinets | | No longer used |
| 11 | 4 drawer horizontal metal file cabinets | | No longer used |
| 11 | 5 drawer horizontal metal file cabinets | | No longer used |
| 2 | Metal cabinets | | No longer used |
| 3 | Metal card file/file cabinet combination | | No longer used |
| 3 | Wire rack rolled plan holders | | No longer used |
| 1 | One drawer metal rolling cabinet | | No longer used |
| 1 | Table 28" x 56" | | No longer used |
| 1 | 24 Volt battery charger | | No longer used |
| 1 | Sumpro control panel, pumps, battery backup unit | | Salvaged |
| 1 | Soleus window airconditioner | | Salvaged |
| 1 | 10 Speed Bike | | No longer used |
| 2 | 5/8 x 600 ft. rope | | No longer used |

Draft

**Agenda Item No: 17**

# City Council
# Agenda Supplement

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**Meeting Date:** November 1, 2022

**Item:** Proposal Rejection and Award – Fire Alarm System Upgrade and Clean Agent Fire Suppression System Installation at Fire Station 3

**Staff Recommendation:** 1) Motion to reject the proposals for the Fire Alarm System Upgrade and Clean Agent Fire Suppression System Installation at Fire Station 3 from the proposal opening on October 27, 2021; and

2) Motion to award the proposal for the Fire Alarm System Upgrade and Clean Agent Fire Suppression System Installation at Fire Station 3 to the lowest responsible and responsive proposer, Phoenix Fire Systems, and adopt a Resolution authorizing the Interim City Manager to execute an agreement with Phoenix Fire Systems in the amount of $31,600, execute change orders for up to 10% of the contract amount, and approve warranted completion date change orders.

**Staff Contact:** Paul DeRaedt, Fire Rescue Chief

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**Background:**
The existing fire alarm system at Fire Station 3 was installed in 2002 and requires various upgrades to comply with the City's adopted Fire Code. A new fire alarm control panel will be installed, and the system will be upgraded from its current operation with initiating and notification devices to an advanced addressable system that is capable of monitoring the new clean agent fire suppression system.

The current wet sprinkler system in operation at Fire Station 3 includes coverage of the City's backup data center. A wet sprinkler system is not an ideal fire suppression system for the backup data center because, in the event of activation of the sprinkler, water will destroy the servers in this area. A clean agent fire suppression system is needed to protect the backup data center, without the risk of destroying the equipment.

**Selection Process:**
City staff followed the City's Purchasing Policy to solicit proposals from fire alarm and fire suppression system installation companies to perform the upgrade of the fire alarm system and the installation of a clean agent fire suppression system at Fire Station 3, located at 844 Virginia Road. Fire alarm systems and fire suppression systems require specialized expertise and equipment.

On October 27, 2021, proposals were received for the fire alarm system upgrade and clean agent fire suppression system installation at Fire Station 3. The City received one complete proposal and one incomplete proposal at that time, and the City proposes to reject the proposals from October 27, 2021. City staff sought advice from legal counsel and reviewed the project to determine the best course of action in

moving forward. The project would likely not be completed by the end of the FY 21/22 budget, therefore the project was moved into the FY 22/23 budget. This allowed the City to maximize a response from eligible proposers. The City then prepared a request for proposals in September 2022 to select a contractor for the project.

The City contacted 24 companies, in addition to posting on Bidsync, to solicit proposals for the fire alarm system upgrade and the clean agent fire suppression system installation. Seven companies attended the mandatory, pre-proposal site visit. On September 20, 2022, the City received three responsive and timely proposals. Proposals were reviewed based upon the qualifications, experience, proposed service and maintenance staff, and the proposed cost.

The following summarizes the proposals received for the fire alarm system upgrade and clean agent fire suppression system installation:

| PROPOSER | Fire Alarm System Upgrade | Clean Agent Fire Suppression System Installation | Total |
|---|---|---|---|
| √ Phoenix Fire Systems | **$9,600** | **$22,000** | **$31,600** |
| Fox Valley Fire & Safety | $20,250 | $24,897 | $45,147 |
| United States Alliance Fire Protection, Inc. | $26,642 | $75,750 | $102,392 |

√Indicates lowest responsible and responsive proposer.

**Recommendation**

Staff has reviewed all proposals received for completeness and accuracy. The lowest proposer was contacted to confirm their fire alarm proposal was complete based upon the spread of pricing to the next lowest proposer. Phoenix Fire Systems confirmed their pricing for the project. It is staff's recommendation to approve the proposal for the upgrade of the Fire Alarm System and installation of the Clean Agent Fire Suppression System at Fire Station 3, 844 Virginia Road, to the lowest responsible and responsive proposer, Phoenix Fire Systems, in the amounts proposed.

Sufficient funding for these projects are available in the Fire Rescue budget for FY 2022/23.

**Votes Required to Pass:**

Simple majority

**RESOLUTION**

WHEREAS the CITY OF CRYSTAL LAKE received proposals for the Fire Alarm System Upgrade and Clean Agent Fire Suppression System Installation on October 27, 2021; and

WHEREAS the CITY received only one complete proposal; and

WHEREAS the CITY received proposals for the Fire Alarm System Upgrade and Clean Agent Fire Suppression System Installation for Fire Station 3, 844 Virginia Road, on September 20, 2022; and

WHEREAS the lowest responsive and responsible proposer is Phoenix Fire Systems.

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

BE IT FURTHER RESOLVED that the proposals of October 27, 2021 are hereby rejected; and

BE IT FURTHER RESOLVED that the Interim City Manager is hereby authorized and directed to execute an agreement with Phoenix Fire Systems for the Fire Alarm System Upgrade and Clean Agent Fire Suppression System Installation at Fire Station 3, 844 Virginia Road, in the amount of $31,600.00; and

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

DATED this 1st day of November, 2022.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL
ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: November 1, 2022
APPROVED: November 1, 2022

Draft

**Agenda Item No: 18**

# City Council
# Agenda Supplement

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**Meeting Date:** November 1, 2022

**Item:** Intergovernmental Agreement between the City of Crystal Lake and the Crystal Lake Public Library on the indemnification of the use of Library Impact Fees

**Staff Recommendation:** Motion to adopt a Resolution authorizing the Interim City Manager to execute an intergovernmental agreement between the City of Crystal Lake and the Crystal Lake Public Library for the indemnification of the use of library impact fees.

**Staff Contact:** Kathryn Cowlin, Director of Community Development
Jodie Hartman, Director of Finance

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**Background:**
As defined in the Unified Development Ordinance ("UDO"), the City collects library impact fees from residential developers in Crystal Lake. The derivation of the fee is outlined in the UDO and the fee is collected by the City when building permits are issued. The UDO ordinance also specifies how the impact fees can be used based on State Statutes. The City will distribute the allocated funds to the Library upon request, pending the receipt of proper documentation describing the intended use of the funds.

Illinois municipalities have been sued for the improper use of impact fee revenues by school and park districts. The attached agreement will protect the City by indemnifying the City in the event of any such litigation.

The City Council has previously approved the same agreement with School Districts 46, 47 and 155 and the Crystal Lake Park District. The agreement was approved by the Crystal Lake Public Library Board of Trustees at its meeting on October 19, 2022.

The City's legal counsel has reviewed and approved the draft agreement.

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

Res. _____

# RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the Interim City Manager be and is hereby authorized to execute an intergovernmental agreement between the City of Crystal Lake and the Crystal Lake Public Library for the indemnification of the use of library impact fees.

DATED this 1st day of November, 2022.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: November 1, 2022
APPROVED: November 1, 2022

Draft

**INTERGOVERNMENTAL AGREEMENT**
**BETWEEN THE CITY OF CRYSTAL LAKE AND**
**THE CRYSTAL LAKE PUBLIC LIBRARY**

**THIS INTERGOVERNMENTAL AGREEMENT** is made and entered into as of the first day of November 2022, by and between **THE CITY OF CRYSTAL LAKE**, an Illinois home rule municipal corporation ***("City")***, and the **CRYSTAL LAKE PUBLIC LIBRARY** ***("Library")***.

In consideration of the recitals and mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

**SECTION 1. RECITALS.**

**A.** Section 5-200E and Appendix Section A-1400 of the Crystal Lake Unified Development Ordinance ***("UDO")***, as it may be amended from time-to-time (collectively referred to as the ***"Impact Fee Regulations")***, provide for, among other things, payment of development impact fees ***("Impact Fees")*** or donation of land ***("Land Donations")*** as a condition of approval of a final plat of subdivision or final development plan for any residential development, or if the development does not involve or require a final plat, as a condition of issuance of a building permit for the residential development, in order to provide for and finance certain public facilities required to serve the development.

**B.** The City and the Library desire to enter into this Agreement to, among other things, (i) confirm and acknowledge certain aspects of the implementation of the Impact Fee Regulations as it relates to developments in the City, and (ii) provide the City with indemnification protection relating to the payment, administration, and use of Impact Fees and Land Donations provided pursuant to the Impact Fee Regulations.

**C.** The parties are authorized and empowered to enter into this Agreement pursuant to Section 10 of Article VII of the Illinois Constitution; the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.;* Division 12 of the Illinois Municipal Code, 65 ILCS 5/11-12-1, *et seq.* and all other applicable provisions of law.

**SECTION 2. IMPACT FEE REGULATION REQUIREMENTS.**

**A. General.** The parties hereby acknowledge and agree that the City's Impact Fee Regulations are in full force and effect and shall and do govern the payment, administration, and use of all Impact Fees and Land Donations required pursuant to the Impact Fee Regulations.

**B. Use of Funds and Land Donations**. The Library acknowledges and agrees that any Impact Fees or Land Donations required or received pursuant to the terms of the Impact Fee Regulations shall be spent and used solely for the uses specifically authorized under the Impact Fee Regulations and applicable state laws.

**C. Compliance with Impact Fee Regulations**. The Library and the City acknowledge and agree to comply with the terms and conditions of the Impact Fee Regulations.

**SECTION 3. INDEMNIFICATION.**

**A. General.** Provided the Library receives Impact Fees or Land Donations, the Library shall, and does hereby agree to, save, protect, defend, indemnify, and hold harmless the City and its elected and appointed officials, employees, agents, and attorneys from and against any losses, claims, or causes of actions of any kind, including, without limitation, reasonable attorney's fees, incurred by the City as a result, either directly or indirectly, of (i) the adoption of the Impact Fee Regulations, (ii) the administration or enforcement of any of the terms and conditions set forth in the Impact Fee Regulations, or (iii) any Impact Fees paid or Land Donations made pursuant to the Impact Fee Regulations. The Library further acknowledges and agrees that the City shall have the right, after notice to and consent of the Library, which consent shall not be unreasonably withheld, delayed, or conditioned, to undertake the defense of any such action and to be immediately reimbursed by the Library for the City's costs and expenses related thereto, including, without limitation, the City's reasonable attorney's fees. In any action brought by anyone as a result, directly or indirectly, of the adoption, administration, or enforcement of the Impact Fee Regulations or this Agreement and to which the City is a party and where the City has exercised its right to defend hereunder, the City shall keep the Library informed of the progress of the lawsuit, shall timely provide copies of all pleadings filed in such lawsuit to the Library and shall timely communicate to the Library any offer to settle such lawsuit.

Notwithstanding the foregoing, the parties acknowledge and agree that, except as provided in Subsection 3.B of this Agreement, the Library's responsibility under this Subsection 3.A shall be limited to that proportion of the Impact Fees (or the cash equivalent of any Land Donations, as calculated under the Impact Fee Regulations) actually received by the Library notwithstanding Section 3.C hereof. For example, if $100,000 are paid under the Impact Fee Regulations and the City has delivered $75,000 of such amount to the Library, the Library's proportionate responsibility under Subsection 3.A will be 75 percent.

**B. Improper Use of Funds.** The Library acknowledges and agrees that, in the event Impact Fees or Land Donations received by the Library pursuant to the Impact Fee Regulations are either (i) used for purposes not authorized under the Impact Fee Regulations or applicable state laws, or (ii) not used and not returned as required by the Impact Fee Regulations, the Library shall save, protect, defend, indemnify, and hold harmless the City from and against any and all losses, claims, or causes of action of any kind, including, without limitation, reasonable attorney's fees, incurred by the City as a result, either directly or indirectly, of such improper use of funds or donated land. Moreover, if the City brings suit against the Library for such improper use and prevails in such suit, the Library shall be required to reimburse the City for all of its expenses, including attorney's fees, incurred in connection therewith. This Section shall only apply to the Library's unauthorized or improper use of Impact Fees or Land Donations. The Library shall have no indemnification obligations with respect to misuse of the Impact Fees or Land Donations by the City or another district.

**C. Return of Funds.** In the event that a Developer (as defined in the Impact Fee Regulations) challenges the legality of the Impact Fees or Land Donations required pursuant to the Impact Fee Regulations, the Library may satisfy its responsibility under Sections 3.A, 3.B, and 3.D of this Agreement by (i) waiving its rights to any such Impact Fees or Land Donations and returning any Impact Fees paid by the Developer and (ii) securing a dismissal with prejudice of all claims in connection with such challenge. The City agrees that, in such event, it shall either (a) agree to such dismissal or (b) release the Library from its responsibilities under Sections 3.A, 3.B, and 3.D and continue its defense of such challenge. In either case, upon the Library waiving its rights and returning the Impact Fees or Land Donations. It shall have no further obligation to pay any attorney fees to the City.

D. **Reservation of Additional Land.** In addition to its undertakings under Subsection 3.A of this Agreement, provided the Library receives Impact Fees or Land Donations, the Library shall, and does hereby agree to, save, protect, defend, indemnify, and hold harmless the City and its elected and appointed officials, employees, agents, and attorneys from and against any losses, claims, or causes of actions of any kind, including, without limitation, reasonable attorney's fees, incurred by the City as a result, either directly or indirectly, of the administration. implementation, or enforcement of Section 11-12-8 of the Illinois Municipal Code (65 ILCS 5/11-12-8) as it relates to Impact Fees or Land Donations received by the Library [as described in Section A-1400 of the Crystal Lake Unified Development Ordinance).

**SECTION 4. ENFORCEMENT.**

The City and the Library shall have the right to initiate legal action to enforce the terms and provisions of the Impact Fee Regulations and this Agreement; provided, however, that in no event shall the Library seek enforcement against the City for failing to collect any Impact Fees that Library alleges are due under the Impact Fee Regulations.

**SECTION 5. GENERAL PROVISIONS.**

A. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i), personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage, prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

The City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, Illinois 60014
Attention: City Manager

With a copy to:

The Filippini Law Firm
990 Grove Street
Suite 220
Evanston, Illinois 60201
Attention: Victor P. Filippini, Jr.

Notices and communications to the Library shall be addressed to, and delivered at, the following address:

Crystal Lake Public Library
126 W Paddock St.
Crystal Lake, IL 60014

**B. Time of the Essence.** Time is of the essence in the performance of all terms and provisions of this Agreement.

**C. Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

**D. Non-Waiver**. Neither the City nor the Library shall be under any obligation to exercise any of the rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the City or the Library to exercise at any time any such rights shall not be deemed or construed as a waiver thereof, nor shall such failure void or affect the City or the Library's right to enforce such rights or any other rights.

**E. Term.** This Agreement shall remain in full force and effect in perpetuity unless terminated with 60 days notice to the other party; provided, however, that the provisions of Sections 3 and 4 regarding any payment actually made to the Library shall survive the termination, and shall inure to the benefit of and be enforceable by the City and the Library, and any of their respective permitted legal representatives, heirs, grantees, successors, and assigns. If any of the privileges or rights created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until the later of (i) the longest permitted period under applicable law, or (ii) 21 years after the death of the last survivor of the now living lawful descendants of the Governor of the State of Illinois as of the date of this Agreement.

**F. Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

**G. Severability.** If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the enforceability of that provision in any other situation.

**H. Entire Agreement.** This Agreement shall constitute the entire agreement of the parties to this Agreement concerning the Impact Fee Regulations; all prior agreements between the parties, whether written or oral, are merged in this Agreement and shall be of no force and effect.

**I. Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the parties to this Agreement and their agents, successors, and assigns.

J. **Grammatical Usage and Construction**. In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural, in any place in which the context so requires.

K. **Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

L. **Headings.** The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

M. **Amendments and Modifications.** No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and properly approved by the corporate authorities of the parties at the time such modification is intended to be effective, pursuant to all applicable statutory procedures.

N. **Changes in Laws.** Unless otherwise explicitly provided in this Agreement, any reference to existing law shall be deemed to include any modifications of, or amendments to existing law as may, from time to time, hereinafter occur.

O. **Authority to Execute.**

1. **The City.** The City hereby represents to the Library that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. **The Library**. The Library hereby represents to the City that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

P. **Calendar Days and Time.** Any reference herein to "day" or "days" shall mean calendar and not business days. If the date for giving of any notice required to be given hereunder or the performance of any obligation hereunder falls on a Saturday, Sunday or Federal holiday, then said notice or obligation may be given or performed on the next business day after such Saturday, Sunday, or Federal holiday.

Q. **No Third Party Beneficiaries.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against the City or the Library.

*SIGNATURES ON FOLLOWING PAGE*

**IN WITNESS WHEREOF,** the parties hereto have caused the execution of this Agreement by their duly authorized officers on the date stated on the first page of this Agreement.

**ATTEST:**

By: _____

Its: _____

**THE CITY OF CRYSTAL LAKE**

By: _____

Its: _____

**ATTEST:**

By: William Weber

Its: President

**CRYSTAL LAKE PUBLIC LIBRARY**

By: Rebecca Sisler

Its: Secretary

**Agenda Item No: 19**

# City Council
# Agenda Supplement

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**Meeting Date:** November 1, 2022

**Item:** Board and Commission Appointment - Planning and Zoning Commission

**Staff Recommendation:** Motion to confirm the appointment of Scott Smith to the Planning and Zoning Commission for a term ending January 31, 2025.

**Contact:** Haig Haleblian, Mayor

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## Background:

Mayor Haleblian will present the appointment of Scott Smith to the Planning and Zoning Commission. As the City Council is aware, James Jouron passed away earlier this year. Mr. Smith would fill the vacancy created by his passing. The term for this position would expire on January 31, 2025.

Appointments to the Planning and Zoning Commission are made by the Mayor and confirmed by the City Council.

## Votes Required to Pass:

Simple majority.

# SCOTT L. SMITH

99 N. Oak Street, Crystal Lake, IL 60014 · 815.701.8816

[redacted]

Experienced leader, entrepreneur, and executive with over 20 years of proven success in building, acquiring, and managing businesses and developing relationships and opportunities for its stakeholders. Industry experience includes Engineering/Architecture, Legal, Construction, Manufacturing, and E-Commerce.

## PROFESSIONAL CAREER

**2022 – CURRENT**

### BUSINESS MANAGER, SMITH PHYSICAL THERAPY +

Assisting owner, Denise Smith, with her rapidly growing physical therapy practice by developing strategic, operational, and financial management tools as well as expanding business and community relationships.

**2014 – CURRENT**

### FOUNDER/OWNER/ADVISOR, ALPHA INFRASTRUCTURE PARTNERS, LLC AND SUBSIDIARY ENTITIES

Manager for an investment platform that specializes in global infrastructure investment. Completed over a dozen acquisitions/startups under Alpha that began with the sourcing and acquisition of Miller Formless Co. (www.millerformless.com), and continued with the acquisition and/or development of The Construction Yard (www.tcyard.com), Alpha Fabrication & Machining (www.alphafab.com), and others.

**2013 – 2014**

### REGIONAL DIRECTOR, CHA COMPANIES, INC.

Managed the successful operational and cultural integration of RW Armstrong (400 employees) into CHA (1,000 employees). Further, advised executive management on matters related to the growth of the company into a new geography (the Midwest), and provided operational support to the COO.

**1995 – 2013**

### ENGINEER/PROJECT MANAGER/DIRECTOR OF CORPORATE AND LEGAL AFFAIRS, HR GREEN, INC. (FORMERLY SMITH ENGINEERING CONSULTANTS)

Served as an engineer and project manager on a variety of projects primarily in land development, municipal engineering, and transportation. Led multiple projects as part of a team that designed Del Webb's first northern climate development in Huntley, Illinois, consisting of over 5,000 lots on over 2,000 acres. Later, managed corporate and legal matters and led the sale of SEC Group, Inc. (130 employees) to HR Green, Inc. (230 employees). Coordinated all aspects of the merger activities for the two firms from initial courtship and LOI negotiation through due diligence to integration. Also, participated in the strategic planning for the firm and provided

analysis and implementation of various strategic initiatives, including geographic expansion and mergers and acquisitions.

## EDUCATION

**MAY 2006**

**JURIS DOCTOR,** MICHIGAN STATE UNIVERSITY COLLEGE OF LAW

Corporate Law Concentration

**MAY 1998**

**BACHELOR OF SCIENCE – CIVIL ENGINEERING,** MARQUETTE UNIVERSITY

## CERTIFICATIONS & RECOGNITION

- Registered Professional Engineer (IL-062057845)
- American Society of Civil Engineers
- "BEST UNDER 40", Northwest Herald 2016
- Recipient – Alumni Excellence Award, Marian Central Catholic High School 2019

## SPEAKING ENGAGEMENTS

- Cultural Integration: How to Hit the Ground Running – Zweig White M&A Summit 2009
- Buyers and Sellers Panel – Zweig White M&A Summit 2010
- Buyers and Sellers Panel – ROG Growth & Ownership Strategies Conference 2011
- Panelist – Matheson Financial Advisors Capital Growth Strategies Conference 2013

## CIVIC PARTICIPATION

- McHenry Area Economic Development Commission – Board of Directors (2000-2003)
- McHenry Riverwalk Foundation, Inc. – Vice President (1999-2003)
- Marian Central Catholic High School Alumni Association – Board of Directors (2000-2003, 2011-2016)
- Marquette University College of Engineering Alumni Association – Board of Directors (2007-2009)
- Marquette University College of Engineering Leadership Council – Member (2019-2022)

**Agenda Item No: 20**

# City Council
# Agenda Supplement

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**Meeting Date:** November 1, 2022

**Item:** Board and Commission Appointments – Sustainability Committee

**Council Discretion:** Motion to approve the appointments of Amy Olson and Simon Gibson to fill a vacancies on the Sustainability Committee for terms expiring November 1, 2025.

**Staff Contact:** Haig Haleblian, Mayor

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**Background:**
On November 17, 2015, the City Council formed the Sustainability Committee ("Committee"), replacing the Ad Hoc Clean Air Counts Advisory Committee established in 2007. The purpose of the Committee is to assist the City in promoting environmental sustainability within the City. As part of the Committee Charter, the City Council approved a total of nine (9) members to fulfill the Committee for three (3) year terms. There are currently two (2) vacancies on the Committee.

Per the Committee Charter, to be a member on the Committee one must live in Crystal Lake, own a business in Crystal Lake, or attend a school in Crystal Lake. Both Ms. Olson and Mr. Gibson meet the requirements of the Charter.

Amy Olson is a BSLA, MFLA and ISA certified arborist who focuses on sensitive and sustainable planning and design. Simon Gibson has an engineering background and is especially interested in developing renewable energy solutions, including EV charging stations.

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

**Votes Required to Pass:**
Simple majority.

# City of Crystal Lake

## Sustainability Committee Application

### Applicant Information

Name Amy Olson

Address: 1 E. Crystal Lake Ave. Crystal Lake, IL 60014
(Street) (City) (Zip)

Telephone (Home): [redacted] Telephone (Work): 815-459-0680 x 1217

e-mail: aolson@crystallakeparks.org

Please describe your *training* and *education* that would make you an asset to this Committee.
PSCA, MFLA, ISA certified Arborist, tree + plant (nature) enthusiast + environmentally sensitive human who cares about how we treat + impact our surroundings.

Please describe your *experience* that would make you an asset to this Committee.
My professional + personal goals focus on positive sensitive + sustainable environmental planning + design while considering human needs, environmental impacts + promoting habitat protection make me an ideal candidate to support the vision of this committee.

Please describe why you are interested in serving on this Committee.
I am interested in supporting the City of Crystal Lake + community we serve as we all strive toward a more sustainable, healthy environment for our work, home + community life.

I certify that all the information submitted by me on this application is true and complete, and I understand that if any false information, omissions or misrepresentations are discovered, my application may be rejected and, if I am selected on this Committee, my Committee membership may be terminated.

Signed: Amy L Olson Date: 6/15/2022

**Please submit your completed application via email to Nick Hammonds, Management Analyst, at nhammonds@crystallake.org.**

# City of Crystal Lake

## Sustainability Committee Application

### Applicant Information

Name SIMON GIBSON

Address: 330 E. CRYSTAL LAKE AVE, CRYSTAL LAKE 60014
(Street) (City) (Zip)

Telephone (Home): [redacted] Telephone (Work): _____

e-mail: [redacted]

Please describe your *training* and *education* that would make you an asset to this Committee.
I have an engineering degree and engineering training (UK) that can be used to help develop sustainable solutions for Crystal Lake.

Please describe your *experience* that would make you an asset to this Committee.
I have many years of mechanical, electrical & controls experience that would assist the committee determining ~~scope~~ scope and direction of projects

Please describe why you are interested in serving on this Committee.
My primary goal is to assist our community in developing and deploying renewable energy solutions, particularly with respect to EV infrastructure such as charging points

I certify that all the information submitted by me on this application is true and complete, and I understand that if any false information, omissions or misrepresentations are discovered, my application may be rejected and, if I am selected on this Committee, my Committee membership may be terminated.

Signed: _____ Date: 2022-06-23

**Please submit your completed application via email to Nick Hammonds, Management Analyst, at nhammonds@crystallake.org.**

**Agenda Item No: 21**

# City Council
# Agenda Supplement

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**Meeting Date:** November 1, 2022

**Item:** Board and Commission Appointment - Economic Development Committee

**Mayor's Recommendation:** Move to approve the nomination of Rafael Malpica to the Economic Development Committee as an at-large member, for a term ending September 30, 2025.

**Contact:** Haig Haleblian, Mayor

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

Mayor Haleblian would like to nominate Crystal Lake resident Rafael Malpica, Director of Community & Guest Relations, and Community & Government Relations, for Advocate Good Shepherd Hospital. Should Mr. Malpica be appointed, his term would expire September 30, 2025.

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

**Votes Required to Pass:** Simple majority