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

**City of Crystal Lake**
**100 West Woodstock Street, Crystal Lake, IL**
**City Council Chambers**
**May 2, 2023**
**7:00 p.m.**

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Oath of Offices - Mayor Haig Haleblian, City Councilmembers Ellen Brady, Brett Hopkins and Denise Smith**

5. **Approval of Minutes – April 18, 2023 Regular City Council Meeting**

6. **Accounts Payable**

7. **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.*

8. **Mayor's Report**

9. **City Council Reports**

10. **Consent Agenda**
    a. **Special Event Request and Fee Waiver - Prairie Ridge High School Fishing Tournaments at Three Oaks Recreation Area**
    b. **Special Event Request, Street Closure, Parking Restrictions and Fee Waiver - Crystal Lake Central High School Homecoming Parade**
    c. **Special Event Request, Street Closure, Parking Restrictions and Fee Waiver - Crystal Lake South High School Homecoming Parade**
    d. **Special Event Request, Street Closure, Parking Restrictions and Fee Waiver – Prairie Ridge High School Homecoming Parade**

11. **Lakeside Legacy Foundation 2023 Lakeside Fest**

12. **Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and approving the continuation of the consultant contract with A5 Branding + Digital and marketing initiatives for Fiscal Year 2023/2024**

13. **Proposal Award – Downtown Crystal Lake Depot Train Station Concessionaire Lease Agreement**

14. **Approval of Change Order increasing the upper level of compensation for the 2023 Crack Sealing Contract to $67,000**

15. **Agreement for use of City Right-of-Way between the City of Crystal Lake and i3 Broadband**

**16. Proposal Award - Dole Avenue Reconstruction Project Phase III Construction Engineering Services**

**17. Donations for 2023 Independence Day Fireworks Show**

**18. Outdoor seating at various locations on public property – Discussion Only**

**19. Lead Service Replacement Policy for City Capital Projects**

**20. Council Inquiries and Requests**

**21. 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**

**22. Reconvene to Regular Session**

**23. 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: 4**

# City Council
# Agenda Supplement

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**Meeting Date:** May 2, 2023

**Item:** Oaths of Office

1) Mayoral Oath of Office – Mayor Haig Haleblian

2) City Councilmembers Oaths of Office - City Councilmember Ellen Brady, City Councilmember Brett Hopkins, and City Councilmember Denise Smith

**Staff Contact:** Melanie Nebel, Executive Assistant

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## Background:

Circuit Judge of the 22nd Judicial District Justin M. Hansen will administer the Oaths of Office to re-elected Mayor Haig Haleblian, re-elected City Councilmembers Ellen Brady and Brett Hopkins, and elected City Councilmember Denise Smith.

# CITY OF CRYSTAL LAKE
# OATH OF OFFICE – MAYOR
## May 2, 2023

"I DO SOLEMNLY SWEAR THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES, AND THE CONSTITUTION OF THE STATE OF ILLINOIS, AND THAT I WILL FAITHFULLY DISCHARGE THE DUTIES OF THE OFFICE OF MAYOR TO THE BEST OF MY ABILITY."

Haig Haleblian
Mayor

Oath Administered by:
The Honorable Judge Justin Hansen

THIS SUBSCRIBED OATH IS ON FILE IN THE OFFICE OF THE CITY CLERK

# CITY OF CRYSTAL LAKE
# OATH OF OFFICE – COUNCILMEMBER
## May 2, 2023

"I DO SOLEMNLY SWEAR THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES, AND THE CONSTITUTION OF THE STATE OF ILLINOIS, AND THAT I WILL FAITHFULLY DISCHARGE THE DUTIES OF THE OFFICE OF COUNCILMEMBER TO THE BEST OF MY ABILITY."

Ellen Brady
Councilmember

CITY OF CRYSTAL LAKE, ILLINOIS · INCORPORATED SEPTEMBER, 1914 ·

Oath Administered by:
The Honorable Judge Justin Hansen

THIS SUBSCRIBED OATH IS ON FILE IN THE OFFICE OF THE CITY CLERK

# CITY OF CRYSTAL LAKE
# OATH OF OFFICE – COUNCILMEMBER
## May 2, 2023

"I DO SOLEMNLY SWEAR THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES, AND THE CONSTITUTION OF THE STATE OF ILLINOIS, AND THAT I WILL FAITHFULLY DISCHARGE THE DUTIES OF THE OFFICE OF COUNCILMEMBER TO THE BEST OF MY ABILITY."

Brett Hopkins
Councilmember

Oath Administered by:
The Honorable Judge Justin Hansen

THIS SUBSCRIBED OATH IS ON FILE IN THE OFFICE OF THE CITY CLERK

# CITY OF CRYSTAL LAKE
# OATH OF OFFICE – COUNCILMEMBER
## May 2, 2023

"I DO SOLEMNLY SWEAR THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES, AND THE CONSTITUTION OF THE STATE OF ILLINOIS, AND THAT I WILL FAITHFULLY DISCHARGE THE DUTIES OF THE OFFICE OF COUNCILMEMBER TO THE BEST OF MY ABILITY."

Denise Smith
Councilmember

CITY OF CRYSTAL LAKE, ILLINOIS · INCORPORATED SEPTEMBER, 1914 ·

Oath Administered by:
The Honorable Judge Justin Hansen

THIS SUBSCRIBED OATH IS ON FILE IN THE OFFICE OF THE CITY CLERK

**Agenda Item No: 10a**

# City Council
# Agenda Supplement

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**Meeting Date:** May 2, 2023

**Item:** Special Event Request and Fee Waiver – Prairie Ridge High School Fishing Tournaments at Three Oaks Recreation Area

**Council Discretion:** Motion to approve a waiver of fees for District 155 students associated with the Prairie Ridge High School Fishing Tournament, to be held on Saturday, May 6, 2023, from 7:00 a.m. to 10:00 a.m., and a waiver of fees for an additional weekday fishing tournament for District 155 students at Three Oaks Recreation Area, subject to the recommended conditions, for a total fee waiver request of $310.

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

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## Background:

The Prairie Ridge High School bass fishing team is requesting approval for a fishing tournament to be held at Three Oaks Recreation Area on Saturday, May 6, 2023, from 7:00 a.m. to 10:00 a.m. The tournament will be hosted by Prairie Ridge High School, and Crystal Lake South High School may also participate. The petitioner requests the exclusive reserved use of five of the City's 25 row boats and a waiver of fees.

Prairie Ridge High School is additionally requesting a weekday in May to hold a fishing tournament for Prairie Ridge High School students only, with a waiver of fees. The weekday event would be from 3:45 p.m. to 5:45 p.m. on a mutually agreed upon date between the City and the School. The petitioner requests five boats to be reserved for this event, with a waiver of fees. The organizers have also agreed to perform voluntary service hours at the park.

**The event was held in 2018, 2021, and 2022. The event and the fee waiver request from the 2018, 2021, and 2022 events were approved by the City Council.**

## City Staff Review:

City Staff has reviewed the event and identified financial and park user impacts.

Financial Impact:

The following table provides a breakdown of the costs for the fishing tournaments. It is proposed that all five boats used by District 155 students will have no fee.

| ***Event*** | *Amount* |
|---|---|
| May 6, 2023 (5 boats requested) for 3 Hours | |
| Fee for 5 boats for District 155 Schools | $190 |
| | |
| Weekday 2023 Event – District 155 Schools Only for 2 Hours | |
| Fee for 5 boats for District 155 Schools | $120 |
| | |
| **Total Fees Waived for Both Events:** | **$310** |

Park User Impact
The operations at the park will be open as normal throughout the day and the beach will not be open at this time in the season. There are currently no pavilion rentals scheduled for May 6, 2023 at the Three Oaks Recreation Area.

The petitioner is requesting exclusive use of five boats from 7:00 a.m. to 10:00 a.m. on the day of the event. This leaves 20 available row boats for guests to rent at the Marina. Since there is typically high demand for fishing boats on a Saturday morning early in the season, the availability of boats for the general public will be limited. Staff will create social media posts to notify the public of the event and limited boat rentals.

## Recommended Conditions:

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

1. Comply with all City Code regulations and Special Event requirements, including all insurance requirements. Petitioner must adhere to the required City insurance provisions for the use of City-owned property by providing a certificate of insurance naming the City as additional insured, and sign the required Indemnity/Hold Harmless agreement.
2. Comply with all fishing and safety guidelines.
3. Maintain access to all fire lanes and the south lake marina boat ramp. Provide a plan for all on-site signage prior to the event, which shall be reviewed by the City and approved prior to placement.
4. The majority of participating students will be under 18 years of age. Participants aged 14 to 15 must have an accompanying adult on the boat, and students aged 16 and 17 must have prior guardian consent to fish without an adult on board. Participants shall follow all fishing and safety requirements during the tournament.
5. All debris created by the event shall be cleaned up during and after the event.
6. In the case of inclement weather, an alternate date can be approved by the City Manager.
7. Prairie Ridge High School must provide insurance, severe weather and evacuation plan, hold harmless and liability waivers by May 5, 2022 or the event may be cancelled.

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

## Votes Required to Pass:

Simple majority vote of the City Council

# PRAIRIE RIDGE HIGH SCHOOL

**Dr. Steven Koch, Principal**
**Kevin Koeppen, Vice Principal**
**Sarah Schwartz, Student Services Coordinator**

**Amy Langelund, Dean**
**Haley Roeder, Dean**
**Mark Gilbert, Athletic Director**

6000 DVORAK DRIVE • CRYSTAL LAKE • ILLINOIS 60012
PHONE: (815) 479-0404 FAX: (815) 459-8993 WWW.D155.ORG/PR


**To:** City of Crystal Lake Assistant City Manager Nicholas Hammonds **April 24, 2023**

**From:** Kelly MacDonald, Prairie Ridge H.S. Bass Fishing Team Coach

**Re:** Fishing at Three Oaks

Dear Mr. Hammonds,

The PR Bass Fishing team would like to thank the City of Crystal Lake for all their support the last couple of years. The team has really enjoyed the opportunity to fish at Three Oaks Twice the last 2 years. The kids had a ton of fun and made some memories that still are talking about. While they may not have caught a ton of fish and the weather may not have been the best, the time they spent fishing together will never be forgotten.

Over the last few years, and in conjunction with the COVID pandemic, most of the local Bass fishing teams have lost participants. Prairie Ridge is the last remaining D155 fishing team after this year. We have a small core group of 7 kids who participate regularly. A couple of these kids have never fished before and they are hoping to catch their first bass soon.

Last year we competed in the IHSA State tournament and we hope to repeat our efforts this year. We have attended a couple of small tournaments and are currently pre-fishing the Fox River Chain in preparation for the IHSA Sectional Tournament on May 4th. While the sport is taking off and we are excited to have the opportunity to field a team, finding the necessary resources to support our efforts has been a significant challenge. High School District 155 has supported our initiatives but, unfortunately, they do not provide any financial support. As a result, we are entirely reliant on volunteers and fundraising. Finding inexpensive tournaments for the team to compete in has also provided a bit of a challenge.

Due to the generosity of the City of Crystal Lake, we were able to fish in 2 mini-tournaments at Three Oaks last year. We fished against CLS and an intra-team tournament a week later. These were terrific experiences for the team and played a significant role in helping us to maintain a fishing program at Prairie Ridge high school. The cost of entering local Tournaments ($25-$30 / boat on the low end), launch fees on the Chain ($25), gas and boat maintenance, severely impacts our teams ability to participate. As a result, I am writing to you again for consideration by the city to allow us to use 4 to 7 boats for 2 fishing dates this spring. We would be more than willing to provide some volunteer hours or meet some other need the city has in exchange for us to have 2 dates with boat usage. Ideally, we would like to fish Saturday morning on May 6th with a rain date to be determined. Also, we would like to fish after school on Tuesday, May 9th with a rain date of possibly Tuesday, May 16. Thank you for your time and consideration.

Respectfully,


Kelly MacDonald
Prairie Ridge Bass Fishing Team Coach
815 307-2645

**Agenda Item No: 10b**

# City Council
# Agenda Supplement

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**Meeting Date:** May 2, 2023

**Item:** Special Event Request, Street Closure, Parking Restrictions, and Fee Waiver – Crystal Lake Central High School Homecoming Parade

**Staff Recommendation:** Motion to approve the 2023 Crystal Lake Central Homecoming Parade to be held on Saturday, September 16, 2023, as requested subject to the conditions contained in this agenda supplement and a waiver of the Police Department chargeback fees (~$1,403.04)

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

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## Background:

Crystal Lake Central High School is requesting approval to hold their annual Homecoming Parade on Saturday, September 16, 2023 at 10:00 a.m. in Downtown Crystal Lake. In past years, the parade has been held on a week day afternoon. Crystal Lake Central High School is celebrating their 100th Anniversary this year and are requesting to hold the parade on Saturday morning. Since they are requesting road closures, establishment of temporary no-parking zones, use of City property, and Police Department assistance, this event is classified as a Special Event that requires City Council approval.

A map of the parade route is included for review. The parade will follow the same route as previous years. The Downtown Crystal Lake / Main Street organization has been made aware of the request and did not have any concerns.

The following roads will be closed starting at about 9:00 a.m. for the parade route and will open when the route clears at about 11:00 a.m.

- Walkup Avenue between Esther Street and Crystal Lake Avenue
- Grant Street between Crystal Lake Avenue and Woodstock Street
- Woodstock Street between Grant Street and Williams Street
- Williams Street between Woodstock Street and Esther Street

- Esther Street between Williams Street and Walkup Avenue

The road closures are the same as previous years.

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

1) All debris created by the event must be cleaned up during and after the event.
2) 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.
3) 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 $1,403.04 based on the scope of the event. In previous years, City Council has waived the Police assistance fees. Crystal Lake Central High School has requested that Police Department chargeback be waived again this year.

The applicant has been made aware of these recommended conditions and advised to attend the May 2, 2023 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** Crystal Lake Central Homecoming Parade

**EVENT LOCATION** Downtown CL (CLC) Walk up → Rt on Grant → Rt on Woodstock Rt on Williams, Rt. on Esther

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 | ☐ General use of City-owned property |
| ☐ Circus | ☑ Parade |
| ☐ Festival | ☐ Outdoor Sales |
| ☐ Filming | ☐ Run/Walk Event |
| ☐ Other _____ | |

2. General Description/Purpose of the event: CL Central HS Homecoming parade

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: 20

9. Estimated attendance: 500

RECEIVED
SEP 26 2022
By

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: Amy Johnson + Jess Galla
13. Contact Information for Event Manager:

Address: 45 W. Franklin Ave
Crystal Lake, IL 60014

(Please check preferred means of contact)

Daytime phone: 815-459-2505 ☑

Emergency phone: _____ ☐

Cell phone: [redacted] ☐

Email: ajohnson@d155.org ☐
jgalla@d155.org

## EVENT OPERATION

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

Set Up: 9/16/23

Event: CLC Homecoming Parade

Dismantling: 9/16/23

15. Hours of the event:

Set Up: 9:00 am

Event: 10:00 am

Dismantling: 11:00 am

## 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_____
    Address_____
    Phone_____

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:

N/A

## 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.

Amy J

Signature

9/26/22

Date

Amy Johnson

Print Name

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STAFF USE ONLY

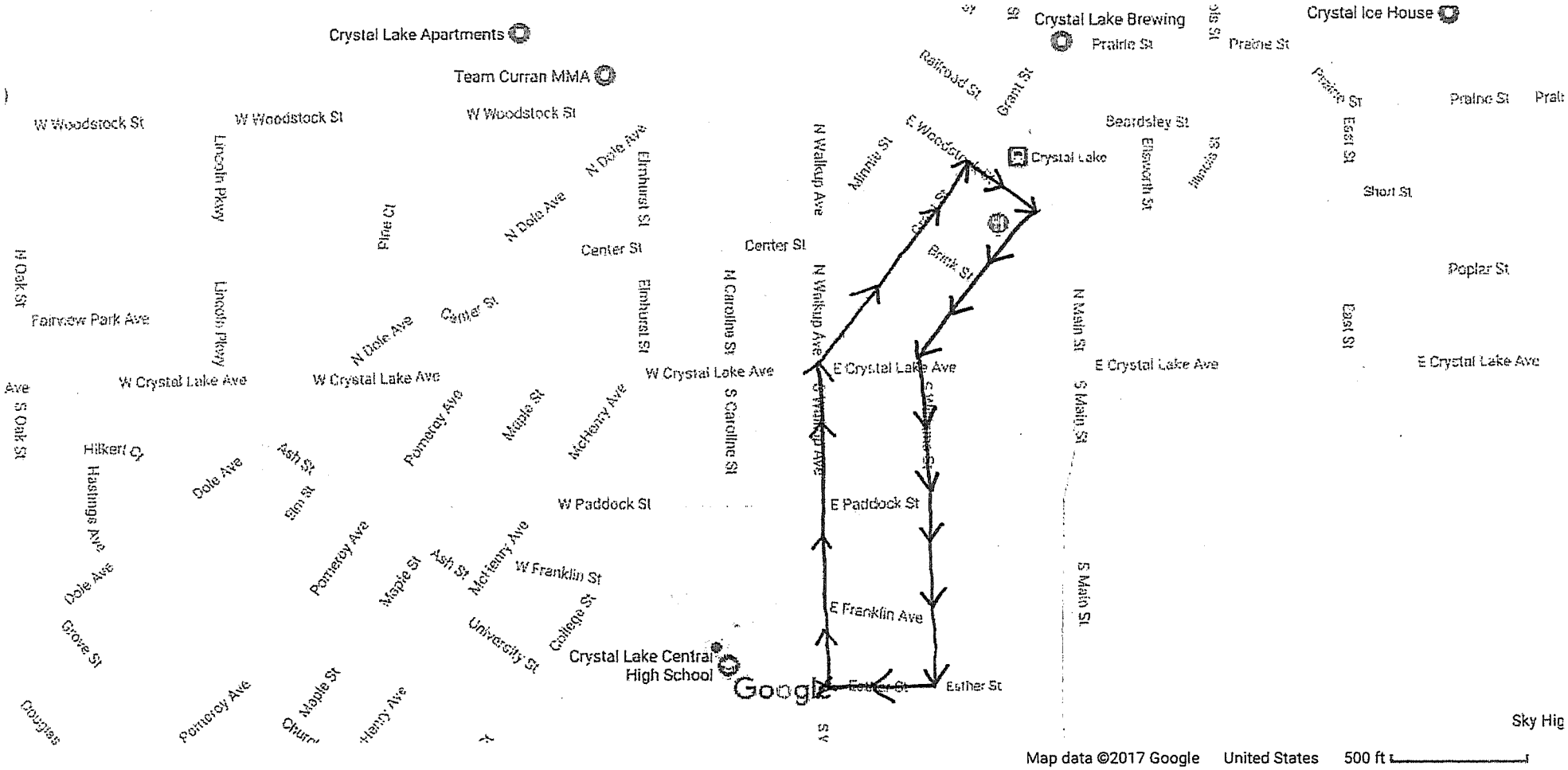
Assigned City Department: _____

Assigned City Staff Liaison: _____

Meeting with Event Organizer Required: ☐ Yes ☐ No

City Council Approval Required: ☐ Yes ☐ No

# Google Maps


Crystal Lake Apartments
Team Curran MMA
Crystal Lake Brewing
Crystal Ice House
Crystal Lake
W Woodstock St
Lincoln Pkwy
Pine Ct
N Dole Ave
Elmhurst St
Center St
Fairview Park Ave
W Crystal Lake Ave
S Oak St
Hilkert Ct
Dole Ave
Hastings Ave
Grove St
Ash St
Elm St
Pomeroy Ave
Maple St
McHenry Ave
W Paddock St
W Franklin St
University St
College St
Crystal Lake Central High School
S Caroline St
N Walkup Ave
S Walkup Ave
Minnie St
E Woodstock St
Railroad St
Grant St
Beardsley St
Ellsworth St
Illinois St
Prairie St
Prairie St
East St
Short St
Brink St
Poplar St
N Main St
S Main St
E Crystal Lake Ave
E Paddock St
E Franklin Ave
Esther St
Google
Map data ©2017 Google
United States
500 ft

**Agenda Item No: 10c**

# City Council
# Agenda Supplement

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**Meeting Date:** May 2, 2023

**Item:** Special Event Request, Street Closure, Parking Restrictions, and Fee Waiver – Crystal Lake South High School Homecoming Parade

**Staff Recommendation:** Motion to approve the 2023 Crystal Lake South Homecoming Parade to be held on Monday, September 18, 2023, as requested subject to the conditions contained in this agenda supplement and a waiver of the Police Department chargeback fees (~$1,516.82)

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

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**Background:**

Crystal Lake South High School is requesting approval to hold their annual Homecoming Parade on Monday, September 18, 2023 from 3:00 p.m. to 4:30 p.m. Since they are requesting road closures, establishment of temporary no-parking zones, use of City property, and Police Department assistance, this event is classified as a Special Event that requires City Council approval.

A map of the parade route is included for review. The parade will follow the same route as previous years.

The following roads will be closed starting at about 3:30 p.m. for the parade route and will open when the route clears at about 4:30 p.m.

- Willow Tree Drive at Woodscreek Park
- Golf Course Road from Willow Tree Drive to Concord Drive
- Concord Drive to the rear entrance of the High School

The road closures are the same as previous years.

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

1) All debris created by the event must be cleaned up during and after the event.
2) 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.
3) 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 $1,516.82 based on the scope of the event. In previous years, City Council has waived the Police assistance fees. Crystal Lake South High School has requested that Police Department chargeback be waived again this year.

The applicant has been made aware of these recommended conditions and advised to attend the May 2, 2023 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** Crystal Lake South High School Homecoming Parade

**EVENT LOCATION** Willow Tree Drive and Golf Course to Concord Road to the entrance of CLSHS

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 | ❑ General use of City-owned property |
| ❑ Circus | ☑ Parade |
| ❑ Festival | ❑ Outdoor Sales |
| ❑ Filming | ❑ Run/Walk Event |
| ❑ Other _____ | |

2. General Description/Purpose of the event:
Annual Homecoming Parade

| | | |
|---|---|---|
| 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: 15-20

9. Estimated attendance: along streets . . . . approx 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: Kate Niemiec
13. Contact Information for Event Manager:

Address: 1200 McHenry Ave
Crystal Lake, IL 60014

(Please check preferred means of contact)

Daytime phone: 815-455-6830 ❑

Emergency phone: _____ ❑

Cell phone: [redacted] ❑

Email: kniemiec@d155.org ❑

## EVENT OPERATION

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

Set Up: 9/18/2023
Event: 9/18/2023
Dismantling: 9/18/2023

15. Hours of the event:

Set Up: 3:00-3:45p
Event: 3:45-4:30p
Dismantling: 4:30

## 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_____
    Address_____
    Phone_____

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:

_____

_____

_____

## 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.

_____ 01/05/2023

Signature Date

Kate Niemiec

Print Name

---

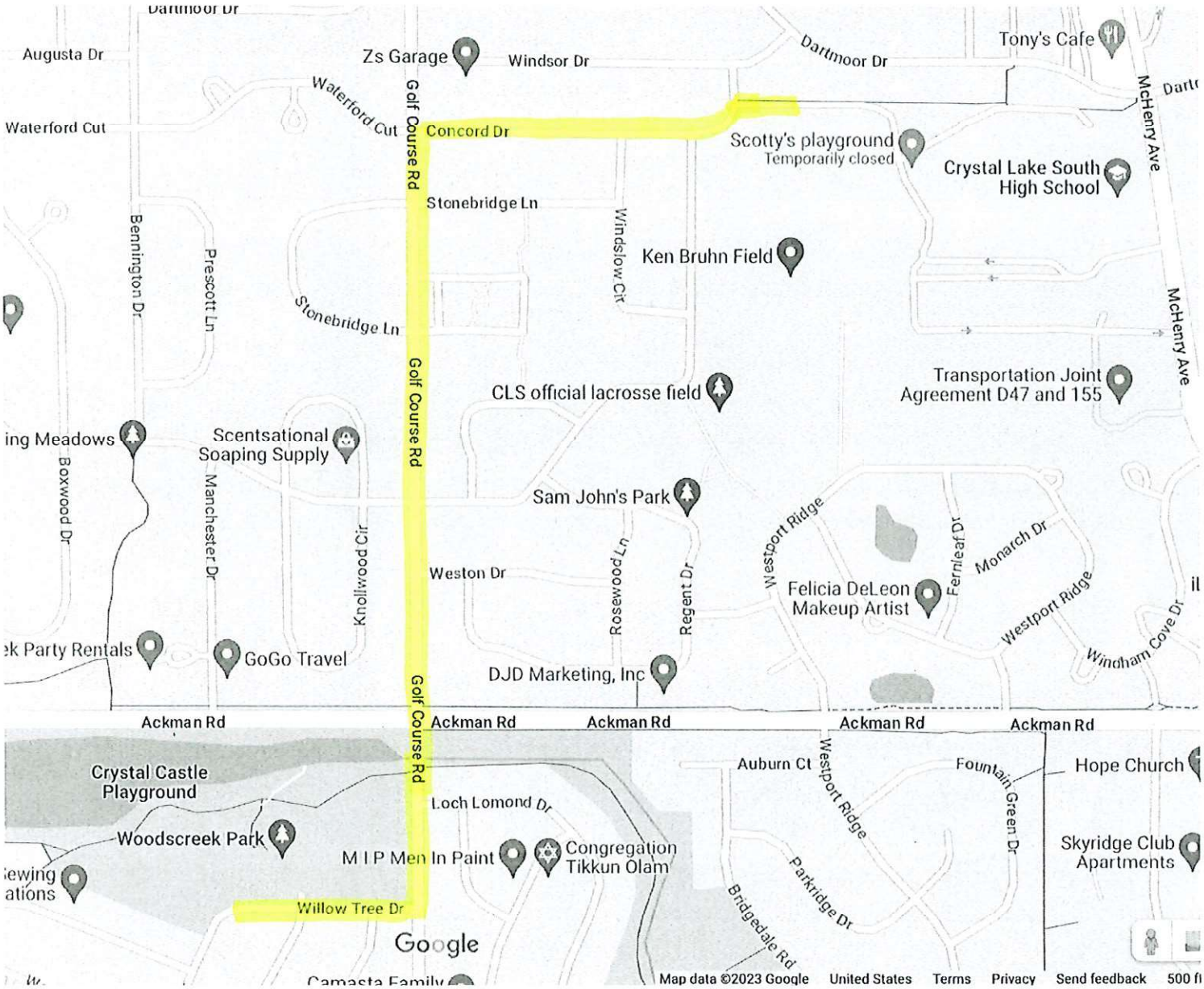
STAFF USE ONLY

Assigned City Department:_____

Assigned City Staff Liaison: _____

Meeting with Event Organizer Required: ❑ Yes ❑ No

City Council Approval Required: ❑ Yes ❑ No


Dartmoor Dr
Augusta Dr
Zs Garage
Windsor Dr
Dartmoor Dr
Tony's Cafe
Waterford Cut
Waterford Cut
Golf Course Rd
Concord Dr
Scotty's playground
Temporarily closed
Crystal Lake South High School
McHenry Ave
Stonebridge Ln
Bennington Dr
Prescott Ln
Windslow Cir
Ken Bruhn Field
Stonebridge Ln
Golf Course Rd
McHenry Ave
CLS official lacrosse field
Transportation Joint Agreement D47 and 155
ing Meadows
Scentsational Soaping Supply
Boxwood Dr
Manchester Dr
Knollwood Cir
Sam John's Park
Weston Dr
Rosewood Ln
Regent Dr
Westport Ridge
Fernleaf Dr
Monarch Dr
Felicia DeLeon Makeup Artist
Westport Ridge
Windham Cove Dr
ek Party Rentals
GoGo Travel
DJD Marketing, Inc
Golf Course Rd
Ackman Rd
Ackman Rd
Ackman Rd
Ackman Rd
Ackman Rd
Crystal Castle Playground
Loch Lomond Dr
Auburn Ct
Westport Ridge
Fountain Green Dr
Hope Church
Woodscreek Park
M I P Men In Paint
Congregation Tikkun Olam
Skyridge Club Apartments
ewing ations
Parkridge Dr
Bridgedale Rd
Willow Tree Dr
Google
Camasta Family
Map data ©2023 Google
United States
Terms
Privacy
Send feedback
500 ft

**Agenda Item No: 10d**

# City Council
# Agenda Supplement

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**Meeting Date:** May 2, 2023

**Item:** Special Event Request, Street Closure, Parking Restrictions, and Fee Waiver – Prairie Ridge High School Homecoming Parade

**Staff Recommendation:** Motion to approve the 2023 Prairie Ridge Homecoming Parade to be held on Friday, September 29, 2023, as requested subject to the conditions contained in this agenda supplement and a waiver of the Police Department chargeback fees (~$891.09)

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

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**Background:**

Prairie Ridge High School is requesting approval to hold their annual Homecoming Parade on Friday, September 29, 2023 from 3:00 p.m. to 5:15 p.m. Since they are requesting road closures, establishment of temporary no-parking zones, use of City property, and Police Department assistance, this event is classified as a Special Event that requires City Council approval.

A map of the parade route is included for review. The parade will follow the same route as previous years.

The following roads will be closed starting at about 3:30 p.m. for the parade route and will open when the route clears at about 4:45 p.m.

- Dvorak Drive to Walkup Road
- Walkup Road to Shenandoah Court
- Shenandoah Court to Shenandoah Drive
- Shenandoah Drive to Buckingham Drive
- Buckingham Drive to Pleasant Hill Road
- Pleasant Hill Road to Dvorak Drive

The road closures are the same as previous years.

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

1) All debris created by the event must be cleaned up during and after the event.
2) 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.
3) 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 $891.09 based on the scope of the event. In previous years, City Council has waived the Police assistance fees. Prairie Ridge High School has requested that Police Department chargeback be waived again this year.

The applicant has been made aware of these recommended conditions and advised to attend the May 2, 2023 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** Prairie Ridge High School Hero Parade

**EVENT LOCATION** Prairie Ridge High School

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 | ☐ General use of City-owned property |
| ☐ Circus | ☒ Parade |
| ☐ Festival | ☐ Outdoor Sales |
| ☐ Filming | ☐ Run/Walk Event |
| ☐ Other_____ | |

2. General Description/Purpose of the event: Homecoming Parade

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: 20
9. Estimated attendance: 200

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: Kristin DeLan Potts

13. Contact Information for Event Manager:

Address: 6100 Dock Drive
Crystal Lake, IL 6012

(Please check preferred means of contact)

Daytime phone: 815-479-0400 x5200 ☒

Emergency phone: _____ ☐

Cell phone: [redacted] ☒

Email: KDeLan@d155.org ☒

## EVENT OPERATION

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

Set Up: 9-23-2023 3pm

Event: Parade

Dismantling: 5:15pm

15. Hours of the event:

Set Up: 3pm

Event: Parade

Dismantling: 5:15pm

## 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_____
    Address_____
    Phone_____

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:

_____

_____

_____

## 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.

_____ 4-17-2023

Signature Date

_____

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

D155
INSPIRE. EMPOWER. NURTURE.
Enter with promise. Leave with purpose.

Kristin Dolan <kdolan@d155.org>

# RE: Prairie Ridge Homecoming Parade Special Event

1 message

**Karyn Dorfman** <kdorfman@crystallake.org>
To: Kristin Dolan <kdolan@d155.org>

Wed, Aug 17, 2022 at 12:57 PM

Thank you, can I just get a mobile phone number of you or someone coordinating the parade in case we need to make any day-of adjustments?

**From:** Kristin Dolan <kdolan@d155.org>
**Sent:** Wednesday, August 17, 2022 7:54 AM
**To:** Karyn Dorfman <kdorfman@crystallake.org>
**Subject:** Re: Prairie Ridge Homecoming Parade Special Event

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

The parade starts at 4:00 and ends by approximately 4:45.




Please let me know if you need any additional information.

**Agenda Item No: 11**

# City Council
# Agenda Supplement

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**Meeting Date:** May 2, 2023

**Item:** Lakeside Legacy Foundation 2023 Lakeside Fest

**Staff Recommendation:** Motion to approve the following requests for the 2023 Lakeside Festival to be held June 29 through July 2, 2023:

a. The application for a special event pursuant to staff recommended conditions.
b. A waiver of the Police chargeback fees ($19,567.42) for the Police Officers assigned to the festival.

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

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**Background:**

The Lakeside Legacy Foundation is currently planning the 2023 Lakeside Festival on June 29 through July 2, 2023. The Lakeside Festival is one of McHenry County's largest festivals, and attracts around 50,000 people every year. The festival will be operated as it has been in the past, with two stages for live entertainment, a carnival featuring rides and midway games, food vendors from the area, and other fun events. The daily schedule of the event is:

- Thursday, June 29: 3:00 PM to 11:00 PM
- Friday, June 30: Noon to 11:00 PM
- Saturday, July 1: Noon to 11:00 PM
- Sunday, July 2: Noon to 10:00 PM

Similar to previous years, the fireworks will take place on the last day of the Festival on Sunday, July 2nd.

The application has been reviewed and the following conditions are recommended:

1. Comply with all City Code regulations pertaining to the request.
2. Comply with all of the Carnival License requirements.
3. Comply with Class 21 Liquor License requirements.

4. All carnival operators must be in compliance with the Illinois Carnival and Amusement Rides Safety Act, which includes requirements for hiring of carnival workers, criminal background checks, substance abuse policy, operator training standards, and penalties for violations. Prior to the event, the carnival operator must provide the Crystal Lake Police Department with a list of all employees who will work on the premises of the public event, including their legal name, date of birth, home address, and social security number and proof that said employees have undergone the required background checks.
5. All patrons are required to wear a nontransferable, one use only, disposable wristband identifying them as patrons of the beer garden.
6. Provide a list of members of the organization who will be selling beer and alcohol at the location pursuant to the license.
7. The area where alcohol is sold must be in a contained location.
8. Signage shall be provided indicating that alcoholic beverages may not be taken into or out of the beer garden location.
9. The applicant will provide a Proof of Insurance for Liquor sales.
10. Trash must be picked up on a daily basis.
11. There must be sufficient lighting around the portable toilet area.
12. Any lighting should be placed so as not to disturb the neighbors.
13. The event sites are subject to a life safety inspection by the Community Development, Fire Rescue, and Police Departments prior to the start of the festival.
14. The petitioner shall work with the City regarding parking for the festival. In addition to on-site parking for the event, the petitioner has requested from the Park District the use of the "triangle" and the Main Beach lot for parking. Also, the petitioner has requested the use of District 47's South Elementary and Lundahl parking lots for parking.
15. The Lakeside Festival is exempt from the City's Noise Ordinance (City Code Chapter 358).
16. A meeting with the Police, Fire Rescue, and Public Works Departments of the City, the Crystal Lake Park District Police, Lakewood Police, and event organizers to discuss the Incident Action Plan shall be scheduled one month before the event and held at the Municipal Complex. Contact Lucas Behning of the Police Department at 815-356-3700 ext. 3764 to schedule this meeting.
17. Uniformed City of Crystal Lake Police Officers will be on the grounds during all hours of the festival operation.
18. Provide Police assistance, as required in the pre-planning meeting with City Departments.
20. The Women of Today will be required to apply for a parade permit for the children's bike decorating parade on Lake Shore Drive and Country Club Road and coordinate the logistics of the parade through the Crystal Lake Police Department. The Police Department will use two squad cars to assist with the parade.
21. In the event of inclement weather during the festival, South Elementary School and Lakeside Legacy Foundation will be used as sheltering sites.
22. Additional emergency exits are required due to the potentially high occupant loads. Provide an emergency exit near the main stage area which shall exit to Ringling Rd. Provide an emergency exit in the vender area exiting to Country Club Rd. Post signs identifying the emergency exits and they shall be maintained free of obstructions at all times.
23. Tents and canopies used for this event must comply with the Tent Guidelines (enclosed).

24. The drive around the building shall be maintained and remain fully accessible for emergency responding vehicles.
25. An approved means of fire apparatus access shall be provided. Barricades shall be placed so that firefighter/paramedics are able to easily move them if emergency vehicles need access.
26. Generators, if used, shall be a minimum of 20 feet from any tents/canopies and protected from the public by fencing, enclosure, or other approved means. Each generator shall be provided with an approved portable fire extinguisher.
27. Electrical equipment and wiring shall be listed and labeled for outdoor use.
28. LP-gas such as containers, tanks, piping, hoses, fittings, valves, tubing and other related components shall be approved and in accordance with Chapter 61 and the International Fuel Gas Code. LP-gas containers and tanks shall be located outside. Pressure relief devices shall be pointed away from the tent or membrane structure. Portable LP-gas containers, tanks, piping, valves and fittings shall be adequately protected and secured to prevent unauthorized movement.
29. All food trucks are required to be inspected and obtain a certificate of inspection from the City of Crystal Lake prior to the event for that calendar year. A list of inspected and approved food trucks may be obtained from The City of Crystal Lake.
30. The stages shall have the manufacturer's specifications on site for wind speed restrictions and design criteria.
31. A weather monitoring person is required during the event and an emergency plan shall be in place in the event of severe weather. 31. Please contact the Fire Prevention Bureau at (815) 356-3640 a minimum of 3 days prior to the event to arrange for the required inspections. The inspection of the entire venue, including the carnival, is required on the day of the event prior to opening to the public.
32. Provide male and female accessible restroom facilities.
33. Obtain any necessary approvals from the McHenry County Department of Health.
34. Promotional and informational banners and signage may need a limited duration sign permit issued from the Building Division. Please contact the Building Division regarding signage to be used in conjunction with the event.
35. To be consistent with prior years' approval and other similar events, this event on Sunday, July 2, 2023 must end by 10:00pm.
35. Alcohol sales must stop ½ hour before closing time each night; 10:30pm on Thursday, Friday and Saturday and 9:30pm on Sunday.

*Police Department Chargeback Waiver*

The Lakeside Festival will require staffing officers and supervisors as the City has provided in the past. The estimated cost of Police assistance for the Lakeside Festival is approximately $19,567.42. As stated above, the applicant has requested to waive these fees, and the City Council has granted this request in the past.

**Votes Required to Pass:**

Simple majority vote

# PLN-2023-00057 - Lakeside Festival - Special Event

Menu Reports Help

**File Date:** 03/25/2023

**Application Status:** In Review

**Application Type:** Special Event/Temporary Use Permit

**Application Detail:** Detail

**Description of Work:** Four day festival, June 29 thru July 2 2023. Includes Taste of Crystal Lake, Carnival, music entertainemt, Bags Tournament., beer garden, Kids Bike Parade (By Women c charge to the Lakeside Legacy Foundation and the festival as has been provided for the past festivals.

**Application Name:** Lakeside Festival - Special Event

**Address:**

**Owner Name:** Lakeside Legacy Foundation

**Owner Address:** 401 Country Club Rd., Crystal Lake, IL

**Parcel No:**

**Contact Info:**

| Name | Organization Name | Contact Type | Status |
|---|---|---|---|
| Ronald W Russell | | Applicant | Active |

**Licensed Professionals Info:**

| Primary | License Number | License Type | Name | Business Name | Business License # |
|---|---|---|---|---|---|

**Job Value:** $0.00

**Total Fee Assessed:** $0.00

**Total Fee Invoiced:** $0.00

**Balance:** $0.00

**Custom Fields:**

**KEY DATES**

| Appoved Date | Use/event Begin Date | Use/Event End Date |
|---|---|---|
| _ | 06/29/2023 | 07/02/2023 |

**LOCATION INFORMATION**

**Site Description**
Dole Mansion
401 Country Club Road
Crystal Lake, Il 60014

**Location Info - Address if applicable:**
_

**PROJECT INFORMATION**

**Use/Event Category**
Major Special Event

**Type of Simplified Event**
_

**Type of Major Event**
Festival

**If Other, Description:**
_

**Tents or Canopies?**
Yes

**Temporary Electricity or Lighting?**
Yes

**Temporary Signs?**
Yes

**Alcohol Service?**
Yes

**Food Service?**
Yes

**Police or Fire Service requested?**
Yes

**Street Closure or City Owned Property Use?**
Yes

**Street/City Property Details**
Close Country Club Road from Ringlinc
Close Ringling from Country Club Roac

**Stage?**
Yes

**Amusment Rides or Inflatable Devices**
Yes

**Raffle?**
No

**Description and Location of Signage**
Lake Shore and Country Club
Country Club and Ringling
Various locations around the property
Yard signs
All promoting or directing destination

**City Barricades Required?**
Yes

**Event Parking**
On property, Park District, District 47 E
gh lots

**Addmisson Fee**
Yes-$10 general public, $5 seniors, Kids 12 and under free, ActiYES-Music entertainment and Windy City Amusements carinval
ve military with ID.
Free admission to carnival midway

**Entertainment**

**Workflow Status:**

| Task | Assigned To | Status | Status Date | Action By |
|---|---|---|---|---|
| Application Acceptance | Laurrie Fitzgerald | Accepted | 04/24/2023 | Laurrie Fitzgerald |
| Review Distribution | | In Review | 04/24/2023 | Laurrie Fitzgerald |
| Building Review | | | | |
| Fire Review | | | | |
| Engineering Review | | | | |
| Public Works Review | | | | |
| Planning Review | Laurrie Fitzgerald | Approved wit... | 04/25/2023 | Laurrie Fitzgerald |
| Administrative Review | | Review Complete | 04/25/2023 | Laurrie Fitzgerald |
| Staff Report | Laurrie Fitzgerald | | | |
| City Council Meeting | | | | |
| Case Complete | | | | |

**Condition Status:**

| Name | Short Comments | Status | Apply Date | Severity | Action By |
|---|---|---|---|---|---|

**Documents:**

| File Name | Document Group | Category | Description | Type | Docun |
|---|---|---|---|---|---|
| Lakeside Festival 2023 | PLN | Correspondence | Liquor License Letter | application/pdf | Uploac |

| File Name | Document Group | Category | Description | Type | Docum |
|---|---|---|---|---|---|
| Lakeside FestivAL 2023... | PLN | Document | Class 19 Temporary ... | application/pdf | Upload |
| Lakeside FestivAL 2023... | PLN | Document | Class 19 Temporary ... | application/pdf | Upload |
| Lakeside Festival Barr... | PLN | Document | Barricade Borrowing | application/pdf | Upload |
| Lakeside Festival Barr... | PLN | Document | Barricade Map | application/pdf | Upload |
| Lakeside Festival Grou... | PLN | Site Plan | Festival Grouns Layout | application/pdf | Upload |
| Lakeside 2023 The Dole... | PLN | Document | Liquor Liabiilty In... | application/pdf | Upload |
| Lakeside Festival 2023... | PLN | Correspondence | Festival Letter to ... | application/pdf | Upload |

Show all

**Application Comments:**

| View ID | Comment | Date |
|---|---|---|

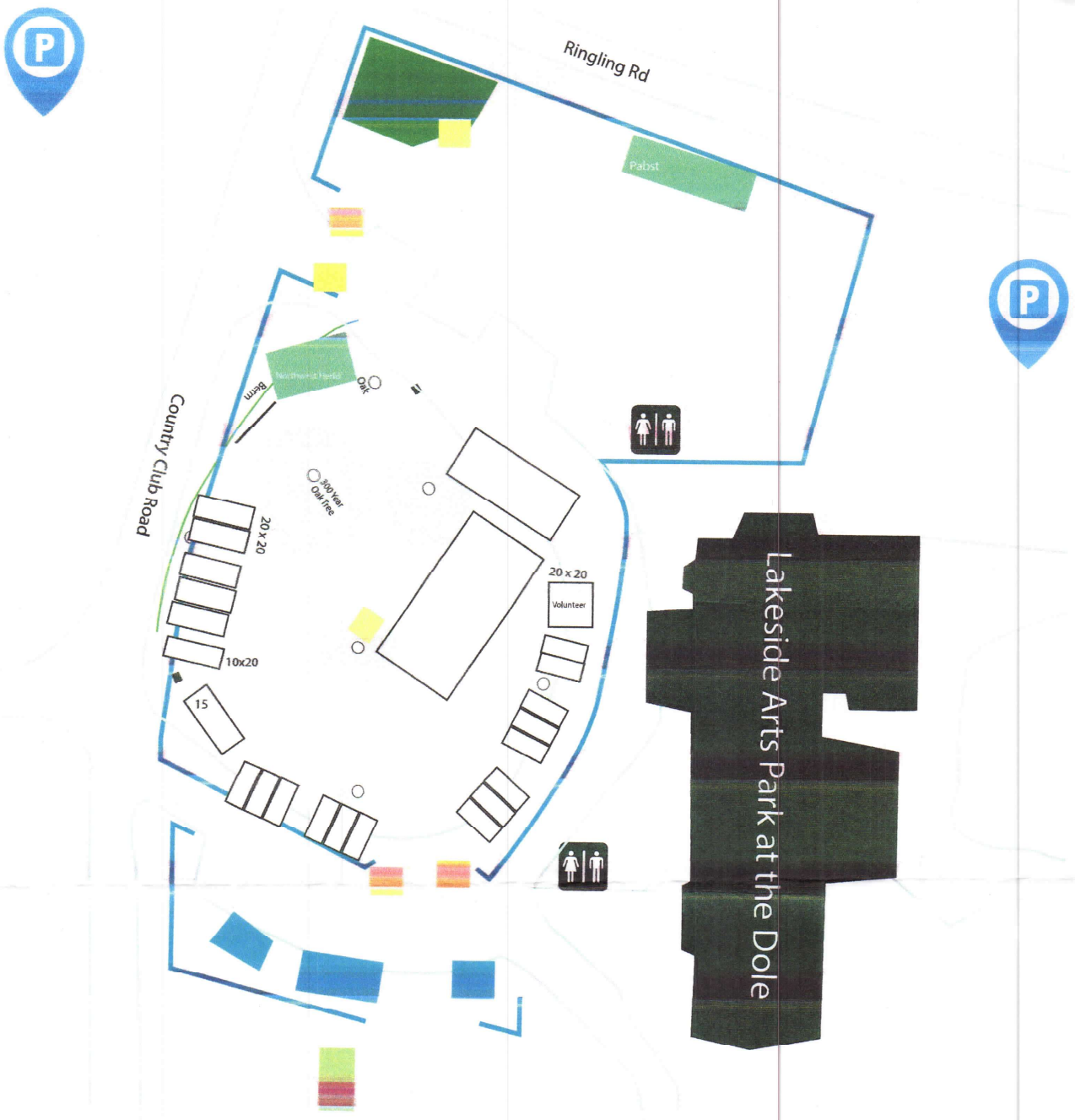
**Initiated by Product:** ACA

**Scheduled/Pending Inspections:**

| Inspection Type | Scheduled Date | Inspector | Status | Comments |
|---|---|---|---|---|

**Resulted Inspections:**

| Inspection Type | Inspection Date | Inspector | Status | Comments |
|---|---|---|---|---|




# Carnival

- Stages
- Baggo Area
- Carnival Ticket Sales
- Family Program Area

**LLF Tents**

- Taste by the Lake Enterances
- Drink Tickets
- Tent for Baggo

- Fencing

**Agenda Item No: 12**

# City Council
# Agenda Supplement

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**Meeting Date:** May 2, 2023

**Item:** Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and approving the continuation of the consultant contract with A5 Branding + Digital and marketing initiatives for Fiscal Year 2023/2024

**Staff Recommendation:** Motion to approve an ordinance waiving competitive bidding and: 1) approving an extension of the contract with a5 Branding + Digital for marketing services in the not-to-exceed amount of $69,000 and authorizing execution of the contract by the City Manager; and 2) authorizing the City Manager to implement the marketing initiatives in the not-to-exceed amount of $86,000 recently approved in the FY23-24 budget.

**Staff Contact:** Kathryn Cowlin, Director of Community Development
Heather Maieritsch, Economic Development Manager

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**Background:**
As part of the FY2023/2024 Budget, funds for a marketing consultant were included to continue the marketing campaign that was created and implemented in 2020. The City sent out an RFP in 2020 that provided for an initial phase and a potential second phase. An initial contract was awarded to a5 Branding + Digital and the initial phase was approved and implemented in 2020 with great results developing the new Clearly Crystal Lake brand. Last year we continued and expanded the marketing campaign and contract with a5 and received even more successful feedback and results.

The proposed contract with a5 Branding and Digital is a professional service, which can be selected and approved by the City Council as a sole source due a5's familiarity and experience with the City and its marketing needs. It is in the best interest of the City to continue and expand our professional services marketing efforts with a5 Branding + Digital. As the City has already been engaged in working with a5 Branding + Digital the last three years and has invested significant time and resources with a5 Branding +Digital to develop our brand and image. The City found last year's marketing campaign to be even more successful than the previous year in

helping to improve Crystal Lake's image and contributing to gains in economic development and citizen pride.

Marketing campaigns help to tell a community's story by understanding our community, developing our brand, and professionally marketing to targeted audiences. A good marketing campaign raises awareness of what makes a city a good place to live, work, dine, and play.

**Benefits of a Marketing Plan for Crystal Lake**

- ✓ Reinforces our "Brand".
- ✓ Positions Crystal Lake amongst other municipalities in the Chicagoland Marketplace.
- ✓ Heightens the awareness and positive perception of Crystal Lake.
- ✓ Targets positive image to specific markets to build awareness and spur growth.
- ✓ Builds pride and confirms beliefs of current residents and businesses.
- ✓ Helps to attract new business prospects.
- ✓ The Plan serves as a tool to measure what works and is cost effective.

The City is always looking for and considering new initiatives and ways to improve or enhance our marketing efforts. New this year the City will be advertising in two restaurant platforms in an effort to attract more sit-down restaurants to the Crystal Lake market, try Geofencing advertising campaigns for the two major ICSC retailer and broker events and obtain a license for access to the Placer.ai platform for a better understanding of market demand and potential tenants.

The following services are being proposed:

| DELIVERABLE | SAMPLE | Costs |
|---|---|---|
| **Media Buy and Project Management**<br>• Manage purchase of media, coordinate media proposal solicitation, meet with media properties and handle, draft media buys and update the website.<br><br>Crain's Chicago<br>Bisnow<br>Nation's Restaurant News<br>Restaurant Business<br>Heartland Real Estate Business<br>IL Real Estate Journal<br>LinkedIn<br><br>• Provide Crystal Lake reports to ensure media is properly placed. Includes up to two status calls/meetings a month.<br><br>• Since our media campaign drives traffic up on our Clearly Crystal Lake website. We want to | <br> | a5 Expenses: $48,000<br><br>Marketing Expenses: Media buys and Marketing $52,300 |

| | | |
|---|---|---|
| ensure we maintain and update the Clearly Crystal Lake website with new photos, videos and other updates as needed to keep it fresh and inviting for returning users.<br><br>• The City will also obtain a license fee for Placer.ai for detailed data about our market and determine matches for potential restaurant and retail users. | | Marketing Expenses: $29,000 |
| **Attraction Video**<br>• Production of a series of short videos (two 30 second videos)<br>• Production of one video up to two-minutes in length.<br>• Features will include benefits of starting, growing and locating a business in Crystal Lake. |  | a5 Expenses: $18,000 |
| **Photography**<br>• a5 will oversee new photography to augment the image library to be used for the campaign components. The imagery will complement the existing campaign creative and feature business owners. For two days of photography, we will photograph 12 more business owners |  | a5 Expenses: $3,000<br><br>Marketing Expenses: Photographer $ 4,700 |
| **Total** | | a5: $69,000<br>Marketing Expenses: $86,000 |

*Recommendation*
It is staff's recommendation to move forward with the contract amount of up to $69,000 for a5 Branding + Digital and for the other marketing initiatives in an amount not to exceed $86,000 that was budgeted in the FY 2023/2024 budget.

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

Ordinance No.:
File No. :

**ORDINANCE APPROVING THE WAIVER OF COMPETITIVE BIDDING FOR THE A5 BRANDING AND DIGITAL MARKETING CONSULTANT CONTRACT AND MARKETING INITATIVES**

**WHEREAS**, the City sent out an RFP in 2020; and

**WHEREAS**, the City entered into a two-year contract with a5 Branding + Digital ("a5") and due to the successful creation and implementation of the new Clearly Crystal Lake brand the contract and campaign was expanded and extended last year; and

**WHEREAS,** the City's branding and media campaign by a5 has been highly successful; and

**WHEREAS,** it is in the best interest of the City to waive competitive bidding and continue the agreement with a5 in a not-to exceed amount of $69,000 and to implement the marketing initiative recently approved in the Fiscal Year 23/24 budget in a not to exceed amount of $86,000.

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

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

SECTION TWO. Waiver of Competitive Bidding and authorization to enter into Agreements with a5 and media buy marketing initiatives. The City Manager is hereby authorized to enter into agreements, in such form as may be approved by the City Manager, for the a5 Branding + Digital Marketing contract in the not-to-exceed amount of $69,000 and the marketing initiatives in the not-to-exceed amount of $86,000, without the necessity of seeking competitive bids.

Draft

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 2nd day of May, 2023

APPROVED:

_____
Haig Haleblian, MAYOR

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: May 2, 2023
APPROVED: May 2, 2023

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

Draft

a5 Branding & Digital

# Project Authorization / City of Crystal Lake

**March 24, 2023**

## Scope of Work

**Category 1: Media and Account Management**
a5 will negotiate and secure media contracts targeting economic development audiences (business owners, site selection professionals, developers, etc.) and other audiences if needed. This could include continued media buys with Crain's Chicago, Bisnow and Nation's Restaurant News, and/or new properties, i.e. Heartland Business. We will write and adjust ad copy and creative as needed.

a5 will also:
– Coordinate media buys and continue to manage the LinkedIn advertising campaign
– Write and edit copy for campaign and distribute up to two news releases during the year
– Hold monthly meetings/calls with City staff
– Provide quarterly (or more often if needed) campaign performance reports to City staff

Total for Category 1: Media and Account Management:
a5 Account Management ..... $ 24,000 ($2,000/month for 12 months)
Advertising Creative + Production and Website Updates ..... $ 23,000
Proposed media budget ..... $86,000 (paid directly to various media companies). Media authorized by the City for purchase shall be billed directly by the media company to the City and paid directly by the City to the media company. No media purchases shall be made without prior written approval by the City.

**Category 2: Photography**
a5 will oversee new photography to augment the image library to be used for the campaign components. The imagery will complement the existing campaign creative and feature business owners. a5 will coordinate shoot days with the chosen photographer and City, and art direct the shoot days. For two days of photography, we will photograph 12 more business owners.

Total for Category 3: Photography
a5 Fees, coordination and art direction ..... $3,000
Photographer fees..... $2,000/day for 2 days

**Category 3: Campaign Video**
a5 would conceptualize, script and direct a professional videographer in one day of shooting with four to five video subjects/business leaders or other community members. This would create video content for one video two-minutes in length, plus two 30-second segments and b-roll.
Total for Category 4: Campaign Video
a5 Fees (include videographer fees) ..... $18,000

## Terms

- Third-party costs/expenses such as media buys, printing and mailing are not included in a5 fees unless otherwise noted, and would be billed directly to the City of Crystal Lake, subject to such approval of such media buys, printing and mailings being approved by the City, in advance.
- For new items such as video and website, a5 would make up to two rounds of changes to the selected concept. Additional rounds may require a change order. a5 would promptly make the client aware of the possibility of a change order, if necessary. All rounds of changes outside of this proposal would be billed at $125 per hour.
- Payment of fees and expenses is not contingent on client acceptance of recommendations.
- Proofreading is the exclusive responsibility of the client; neither a5 Group Inc. nor its suppliers will accept responsibility for errors in copy that are in conformity with copy which is approved by the City.
- If this project is terminated for any reason by either party before completion, the client is responsible only for payment of fees and expenses incurred up to the date of termination.

## Billing Schedule/Terms of Payment

Fees and expenses: Fees and expenses to be paid pursuant to this contract shall be billed as follows: a5 shall invoice the City every thirty (30) days during the course of the Project (the "Monthly Invoice"). Each Monthly Invoice shall detail the Project Category for which the invoice is being submitted and the total of hours worked during the applicable billing period by all a5 team members with respect to such Project Category at a blended hourly rate of $125/hour. Each Monthly Invoice shall also include the expenses incurred for the applicable billing period. Within thirty days of the completion of all Project Categories, a5 shall submit a final invoice to the City (the "Final Invoice"). In no event shall the cumulative total of all Monthly Invoices and the Final Invoice exceed the cumulative total for all fees and expenses to be paid pursuant to this agreement for all Project Categories (except for such additional expenses that the City has previously approved, in writing). Upon review and approval of such invoices, all fees and expenses for each category of services shall be paid for by the City upon review and approval by the City and shall be paid in compliance with the Local Government Prompt Payment Act (50 ILCS 505)

If the contents of this contract meet with your approval, please countersign this form (below) and email to John Harris as authorization to proceed: **jharris@a5inc.com 708.227.5313 (mobile)**

**Submitted by**



**Accepted by**

**Agenda Item No: 13**

# City Council
# Agenda Supplement

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**Meeting Date:** May 2, 2023

**Item:** Proposal Award – Downtown Crystal Lake Depot Train Station Concessionaire Lease Agreement

**Staff Recommendation:** Motion to adopt a Resolution approving a five-year lease agreement, with three optional five-year extension terms, with Breaking Bread Catering and Deli, and authorizing the City Manager to execute the lease agreement.

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

---

**Background:**
The City entered into a lease agreement with the Union Pacific Rail Line for the maintenance of the Downtown Crystal Lake Depot Train Station in 2004. Under this lease agreement, the City entered into a sub-lease agreement with a concessionaire to operate coffee and food sales at the station. The rent for concessionaire was set at $1.00 per month, with the requirement that the concessionaire provide custodial services for the station. The concessionaire ceased operations in March 2020 due to a reduction in Metra train riders. As the ridership for Metra trains is slowly returning to pre-pandemic levels, the City prepared a public Request for Proposals for prospective concessionaires to operate at the station.

The City prepared a Request for Proposals in October 2021 for the Downtown Depot Station concessions that asked for proposers to submit a proposed rent structure. The City did not receive any responses. In May 2022, the City revised the proposed rent structure to the original concessionaire agreement of $1.00 per month and received only one response. It was determined that it is in the best interest of the City to attempt another Request for Proposal process.

On February 28, 2023 the City received three proposals for the operation of the concessions at the Downtown Depot Station. A total of three local vendors submitted proposals for the concessions operation.

- Breaking Bread (Owners Teri and Chris Plezak)
- Blue Stool Coffee (Owner Jim Tomasek)
- Joe & Dough Café (Owner Dominic Galto)

## Review of Submittals:

The RFP contained criteria to evaluate and rank each vendor's proposal. The criteria are: number of years of experience operating similar venues; suggested menu; and proximity or availability of services.

Evaluation Criteria 1: Years of Experience and Proximity/Availability of Services

The RFP included years of experience in the food industry and years operating a restaurant in the Crystal Lake area as criteria for evaluation. Each proposer has multiple years of experience in the food industry. In addition, all proposers operate or have operated in Crystal Lake. Breaking Bread and Blue Stool Coffee operate restaurants in Crystal Lake. Joe & Dough has operated a food truck in Crystal Lake. The table below details the years of experience for each vendor.

| Vendor | Years of Experience Operating in CL Area |
|---|---|
| Breaking Bread | 22 Years |
| Blue Stool Coffee | 5+ Years |
| Joe & Dough Cafe | 2+ Years |

Evaluation Criteria 2: Suggested Menu and Pricing

The submitted proposals included different menu options and pricing. Below is a breakdown of common menu items and pricing proposed by each vendor. The items have also been totaled to get a total meal price.

| Vendor | Coffee | Donuts/Muffins/ Pastries | Sandwich | Total for Meal |
|---|---|---|---|---|
| Breaking Bread | $3.00 | $2 - $5 | $5 - $9 | $10.00 - $17.00 |
| Joe & Dough Cafe | $3.00 | $3 - $5 | $6.50 - $7.50 | $12.50 - $15.50 |
| Blue Stool Coffee | $3 - $9 | $2 - $5 | $7 - $12 | $12.00 - $26.00 |

Evaluation Criteria Summary

The RFP included objective and subjective evaluation criteria for submittals for the Metra Station concessionaire operation. To provide a breakdown of City staff's evaluation, a number from 1 (best rank) to 3 (lowest ranking) has been assigned to each vendor based on their submittal.

| Evaluation Criteria | 1 | 2 | 3 | Total |
|---|---|---|---|---|
| | Years of Experience in Crystal Lake/Area | Proximity or Availability of Services | Suggested Menu and Pricing | *Lowest Number indicates best scoring* |
| Breaking Bread | 1 | All Vendors Operate in Crystal Lake | 1 | 2 |
| Blue Stool Coffee | 2 | | 3 | 5 |
| Joe & Dough Cafe | 3 | | 2 | 5 |

## Menu and Hours of Operation:

Breaking Bread is a locally owned dine-in and carry-out restaurant based in Crystal Lake and Cary. The Crystal Lake location is tentatively scheduled to close at the end of May 2023. The owners of Breaking Bread previously operated The Coffee Station in Cary, serving coffee and food similar to the proposed operations for the Downtown Metra Station. The owners of Breaking Bread ceased operation of the Coffee Station to open their Cary Breaking Bread location with a full lunch, dinner, and catering menu.

Breaking Bread has proposed to serve coffee, tea, espresso beverages, muffins, sweets, and breakfast sandwiches. In addition, the regular menu offered at the Crystal Lake and Cary Breaking Bread restaurants will be available at the station.

The concessionaire intends to open for operation in May 2023. The proposed hours of operation are 6:00 a.m. to 2:00 p.m. Monday through Friday; 9:00 a.m. to 2:00 p.m. on Saturdays; and closed on Sundays. The concessionaire intends to expand their hours of operation once staffing availability allows. In addition, the concessionaire intends to adjust hours of operation during special events in Downtown Crystal Lake.

Below are highlights of the agreement:

- Breaking Bread will be responsible for all custodial services, including responsibility for cleaning the public restrooms and stocking toiletries.
- The City shall be responsible for maintenance and repairs to the station facility and the surrounding premises.
- Two employee-parking stalls will be reserved in an adjacent lot for Breaking Bread employees.
- Breaking Bread will have signage on the west facing side of the building.

## Recommendation

It is staff's recommendation to approve the lease agreement with Breaking Bread Catering and Deli for the provision of concessionaire services at the Downtown Metra Station. Breaking Bread has confirmed their approval with the terms set forth in the lease agreement. The City Attorney has reviewed and approves of the agreement.

## Votes Required to Pass:

Simple majority

**Res. 23R-___**

**RESOLUTION**

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager be and he is hereby authorized and directed to execute a five-year lease agreement, with three optional five-year extension terms, with Breaking Bread Catering and Deli for the Concessionaire Operation of the Crystal Lake Depot Train Station.

DATED this 2nd day of May, 2023.

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: May 2, 2023
APPROVED: May 2, 2023

Draft

**Breaking Bread Catering & Deli**
**638 Northwest Highway, Cary, IL 60013**
**Phone 847-516-2223 fax 847-516-4911**

**230 W. Virginia, Suite 250, Crystal Lake, IL 60014**
**Phone 815-893-6510 fax 815-893-0867**
**Breakingbreadrestaurants.com Breakingbreadrestaurants@gmail.com**

February 20, 2023

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

Attn: Purchasing Administration
Finance Department

Letter of Intent

Thank you for the opportunity to be considered as the Concessionaire at the train station. As a family, we have operated two successful restaurants for 10+ years in the County and have an excellent reputation. In addition, we owned and operated The Coffee Station, located in downtown Cary for 12 years. We were across from the train station and have extensive experience running a coffee house and catering to commuters.

Our vision for the train station is to create an atmosphere fitting for fast-paced commuters while being inviting for the community to break bread together. The included images give a feel for how we would transform the space to allow for an amazing coffee and dining experience. A welcoming ordering counter would be the face of our café, with a wall dividing the kitchen workspace. We would like to fill the open space with comfortable tables, seating areas and a favorite in our current locations, tables with patio umbrellas. We would also propose exterior tables to encourage outdoor dining.

Having existing restaurants, we have the staff, resources, and the tools to implement the opening in a timely manner. Such things as using our current online ordering to cater to commuters for easy pick-up to experienced staff will insure the same level of food quality and friendly atmosphere that we are currently known for throughout the community. Breaking Bread has won numerous Best of the Fox awards, winner of the ESPN Small Business Award, Business of the Quarter, Pride in Crystal Lake Award, Little Hank Award, created the Brown Bag Program to support essential workers and has appeared on ABC Chicago News several times.

We welcome any questions you may have and look forward to a long successful relationship with the City.

Teri, Chris and John Plazak
Breaking Bread Catering & Deli

**Please utilize separate sheets if the below space is not adequate for your response.**

1. Please describe your company, including how long your business has been in existence under your control and/or ownership.

   Breaking Bread Catering & Deli is a dine in, carry out restaurant. We are a family-owned business which opened in Cary in 2013 and Crystal Lake in 2017. We offer on-line ordering, delivery, curbside pickup as well as Door Dash and Grubhub.

2. Attach information on other locations you currently operate or have operated in the last three years. If space was leased, include the name of specific representative of the company you leased space from and a business phone number for each location. In addition, provide a minimum of three business/government related references including the business/government name, contact person and current daytime phone number. Please list these references on page 9 of this proposal.

   Breaking Bread Catering & Deli, 638 Northwest Highway, Cary - opened July of 2013. 847-516-2223
   Landlord: Cary Park LLC

   Breaking Bread Catering & Deli, 230 W. Virginia, Ste. 250, Crystal Lake – opened June of 2017.
   815-893-6510
   Landlord: Highland Management

3. Please indicate if a restaurant or food service operation that you have owned or managed has ever suspended operation due to a local, county or state health code violation.

   No violations

4. Please indicate if you or any other principal in your organization has been involved in a legal dispute related to your business operations. If applicable, describe the status or disposition of the lawsuit.

   No lawsuits

5. Has owner or officer of your company ever been declared bankrupt (voluntary or involuntary) or insolvent or entered into an arrangement for the benefit of creditors? If yes, please explain.

   No

6. Describe Concessionaire's training in food service sanitation.

   Fully licensed Food Safety Manager License, staff has Food Handler license, Trained Barista

7. Attach your proposed menu, along with a sale price for each item. This menu will be used by the City as a component of the decision-making process. Changes in menu from the City's suggested menu may be allowed for good cause.

   Attached is our current menu. We intend to operate the same menu at the train station. In addition, would be adding coffee, tea, espresso beverages, soft drinks, muffins and sweets, breakfast sandwiches.

8. If awarded a lease, can you agree to the attached City Lease language?

   X Yes ☐ No

   Do you propose any deviations from the attached City Lease?

   See comments below*

9. The Concessionaire shall open at 5:00 a.m., Monday through Friday, and 8:00 a.m. Saturday and Sunday. Please indicate your proposed closing hours for weekdays and weekends.

   Initial proposed hours would be: Monday thru Friday 6:00 am until 2:00 pm
   Saturday's 9:00 am until 2:00 pm/ Closed on Sundays.
   Would adjust hours during special events being hosted in the downtown area
   As business expands, would be willing to adjust hours to accommodate customer needs.

10. Please indicate your proposed date to begin selling concession items to the public.

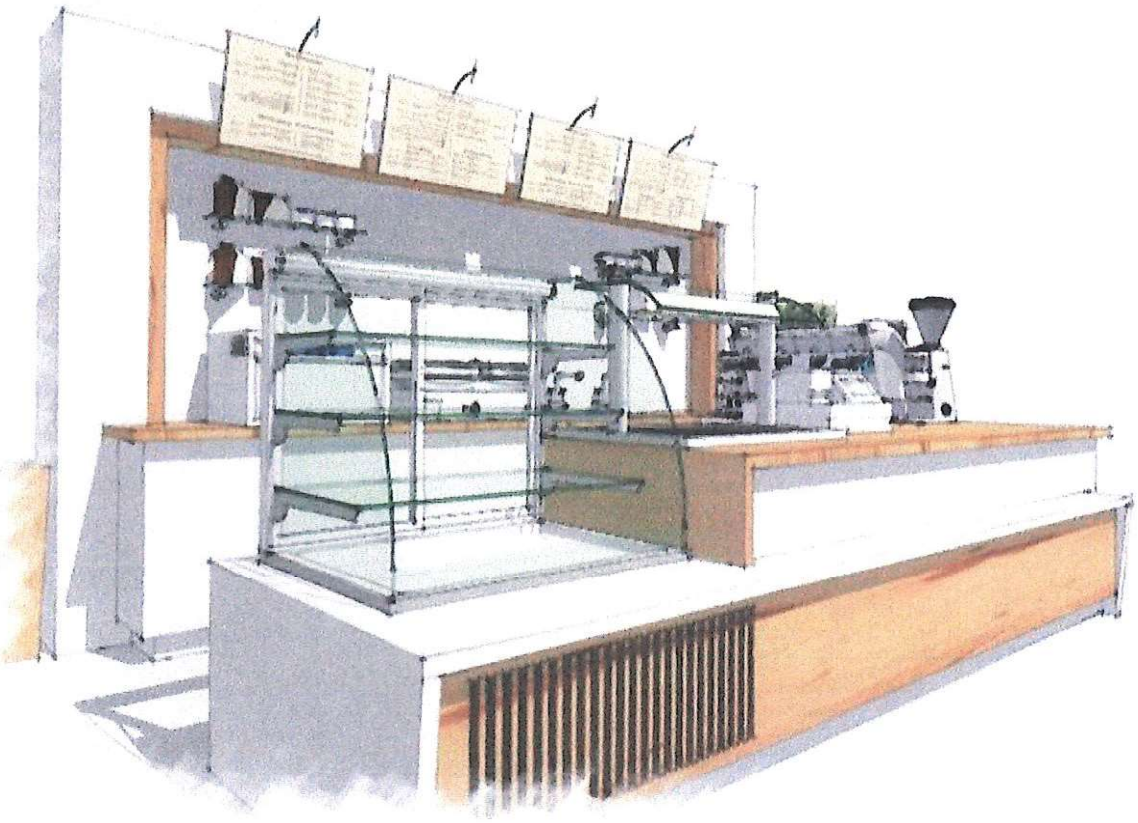
    Opening expectation would be of May, 2023

11. Attach any additional comments you feel relevant in assisting the City with selection of your company as Concessionaire.

    See Letter of Intent

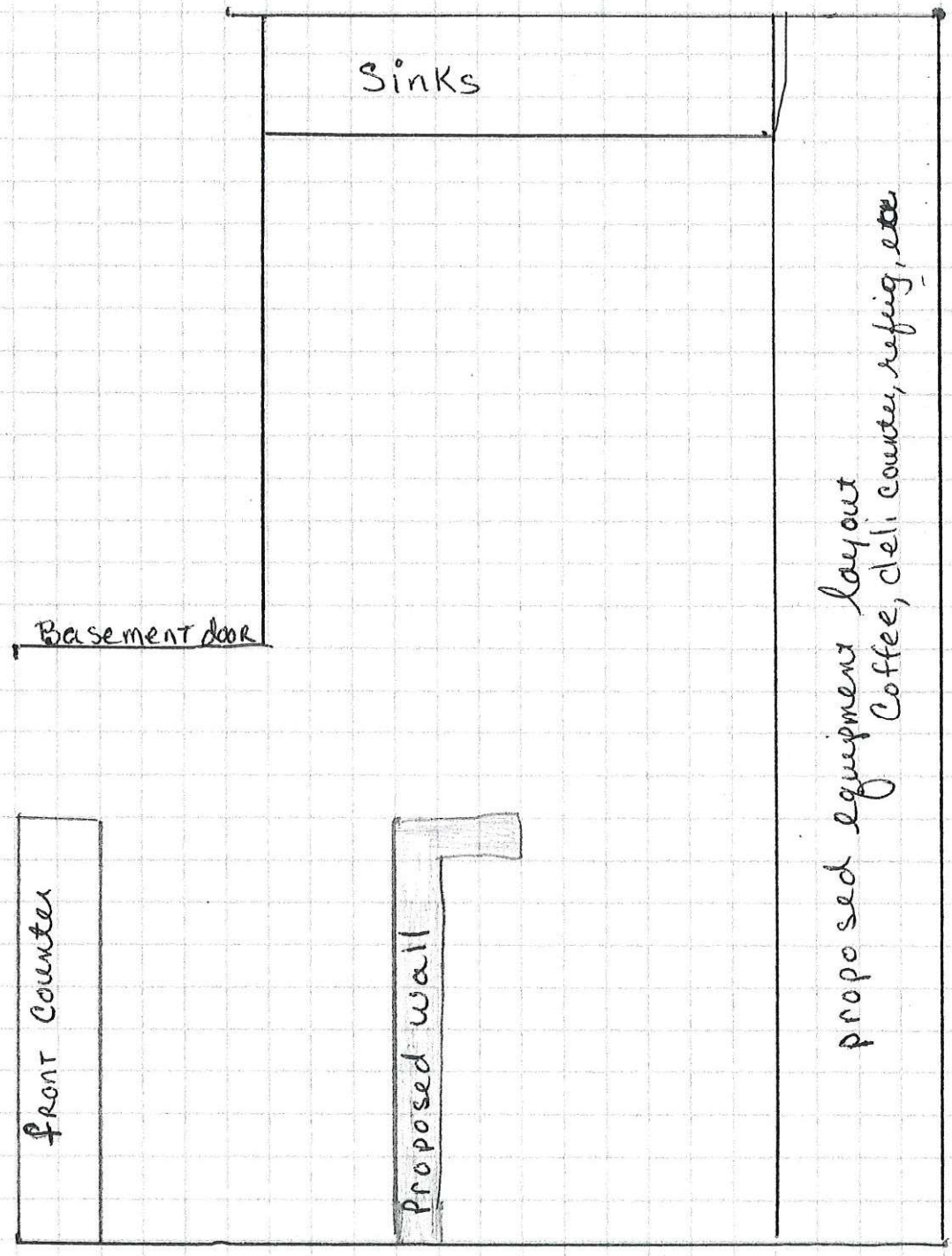
* 9.12 Facility Maintenance:
  - Request that the first initial cleaning of grease trap and/or rodding of blockage be covered by City, since the facility has been empty for an extended time.

9.13 Signage:
  - Request additional signage that would be visible from Woodstock Street and Railroad Street. Would also like to discuss interior wall decor



Proposed front counter area

Breaking Bread Catering a Deli






Proposed tables for inside & outside. Would also have regular tables with no umbrellas.



## Dirty Dogs

AWARD WINNING

Pretzel Hoagie .99¢ | Cheese Sauce $1.49

**Monster Chicago Dog** $3.50
Tomato, onion, relish, pickle, mustard & celery salt

**2 Dog Special With Fry** $7.99
For those who are really hungry!

**Chief Dog** $7.99
Pulled pork, pickles & pepper jack served on a pretzel hoagie

**Reuben Dog** $7.99
Corned beef, reuben sauce, sauerkraut & swiss on pretzel hoagie

**Chili Cheese Dog** $4.89
Chili & American cheese sauce on pretzel hoagie



## Grilled Cheese

*Add bacon to any grilled cheese $1.75*

**Balsamic Grilled Cheese** $7.99
Toasted Italian bread, mozzarella, spices, basil, tomato, sweet peppers & balsamic

**American or Italian Grilled Cheese** $4.79

**Grilled Cheese W/Burger** $7.99
An Original American grilled cheese topped with burger, bacon, avocado spread & jalapeno peppers

**Loaded Cheddar Melt** $7.99
Toasted Italian bread, ham, turkey & cheddar cheese

**NEW Pizza Grilled Cheese** $7.99
Toasted Italian bread, salami, marinara & mozzarella. Served w/Marinara sauce

## The Greener Side

**Tuna or Chicken Salad** $8.99
Served with ranch, house, balsamic or Italian

**Chicken Walnut Salad** $8.99
Tomato, mozzarella, diced chicken & walnuts with house dressing

**Caesar Salad** $7.45
*Add crispy or grilled chicken $2.50*

**Turkey Cobb** $9.25
Turkey, bacon, cheddar cheese, tomato, cucumber with ranch dressing

**Harvest Salad** $9.25
Crispy or grilled chicken, walnuts, cranberries, cucumber, tomato, feta, with house dressing

**Julienne Salad** $9.25
Tomato, cucumber, turkey, ham, cheddar, mozzarella with ranch, house or balsamic

## Simple Sides

Cheese Sauce $1.49 Marinara .99¢

| | |
|---|---|
| Shoestring Fries | $1.99 |
| Curly Fries | $2.49 |
| NEW Sweet Potato Fries | $2.99 |
| Home Chips with dill sauce | $3.69 |
| Onion Rings | $3.99 |
| Mac n' Cheese Bites | $3.69 |
| Pretzel Cheese Curds | $4.95 |
| Fried Dill Pickle Spears with dill sauce | $4.35 |
| Battered Chicken Chunks 8 oz | $4.99 |
| Fried Avocado with ranch | $6.50 |
| Mozzarella Sticks with marinara | $6.99 |
| Cole Slaw, Potato Salad | $1.99 |
| Side Salad | $4.25 |
| Tator Tots | $2.99 |

## Soups

(changes daily, visit our website)

| | | |
|---|---|---|
| Soup Cup | 8 oz $3.75 | 12 oz $4.75 |
| Chili Cup | 8 oz $3.99 | 12 oz $4.99 |

*Add a roll .99¢*

KRAFT White Cheddar Mac 'n Cheese $3.89

Simon's Chili Mac $6.99

## Desserts

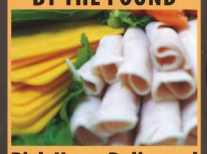
Cookies, Brownies & Assorted Sweets
Pricing Varies

## Beverages

Fountain Drinks
16oz $1.99 21 oz $2.49 32 oz $2.79

Coffee - Tea $2.99

MEAT & CHEESE BY THE POUND



Pick Up or Delivered

ASK ABOUT THE SUB CLUB CHALLENGE

**Gluten Free Bread**

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Crystal Lake (815) 893-6510

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Crystal Lake, IL 60014
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**CURBSIDE PICK-UP AVAILABLE**

MENU UPDATED JULY, 2021

# Hot & Crusty

Double Meat $3.25 | Peppers or Giardiniera .99¢
Bacon $1.75 | Cheese Sauce $1.49 | Gluten Free $1.50

**Tuna Melt or Chicken Melt w/Swiss** $7.75

**Chicken Wing Sandwich** $7.75
Fried chicken on French, lettuce, pepper jack & wing sauce

**Juicy Beef** on French w/mozzarella $7.75

**BBQ Beef** $7.75
on garlic French w/ BBQ sauce & mozzarella

**The McKai** $7.99
Tomato focaccia, toasted with olive oil, Parmesan cheese. Topped with salami, bacon, feta cheese, basil, tomato & lettuce

**Salami & Egg** on Pretzel w/American $6.99

**Ham, Salami, Egg** on Pretzel w/American $7.50

**NEW Meatball Sub** $7.99
on French w/marinara & mozzarella

**Corned Beef** on rye w/mustard & Swiss $7.75

**Reuben** $7.99
Marble rye, corned beef, reuben sauce, sauerkraut & swiss

**Pulled Pork** on butter bun w/onions & pickles $7.99

**Fried Chicken & Bacon** $7.75
Shaved fried chicken, bacon on a butter bun spread with pepperoncini feta spread and melted pepper jack cheese

**Breakfast Croissant** bacon, egg & American $6.25

**Ham & Mac Wrap** w/bacon & American $7.99

**The Cuban** $7.99
Ciabatta bun, mustard, ham, pulled pork, Swiss cheese

# Signature Sandwiches

**Turkey Club** $7.99
Turkey, bacon, layered on 3 slices of toasted Italian white with lettuce, tomato & avocado spread

**Italian Salami** $7.75
Salami, lettuce, tomato, basil & mozzarella on a tomato basil focaccia with balsamic *Add giardiniera .99¢ for a kick!*

**Tuna or Chicken Salad** $7.99
Tuna or chicken salad on a croissant with lettuce, tomato & cucumber. *Make it a wrap Add $1.00*

**Herb Turkey Focaccia** $7.75
Toasted with olive oil, parmesan, turkey, bacon, lettuce, tomato, & basil

**Chicken Caesar Wrap** $7.75

**NEW Black Forest Club** $8.99
Ham, bacon, mayo, 3 slices of toasted wheat, lettuce, tomato & Cheddar cheese



# Chicken Sandwiches

Make it grilled chicken $1.50 additional

**Chicken Bacon Ranch** $7.75
On a pretzel bun with bacon, lettuce, tomato & ranch

**Chicken Pesto** $7.75
Pretzel roll with pesto, roasted peppers & mozzarella

**Buffalo Chicken Wrap** $7.75
Wrap w/lettuce, tomato, wing sauce & pepper jack

**NEW Caprese Grilled Chicken** $8.99
Butter bun, garlic mayo, lettuce, tomato, balsamic & mozzarella

**Chicken Parmesan** $7.75

**Classic Chicken** $7.75
Butter bun, lettuce, pickle & mayo

# Classics & Subs

**Create Your Own Sandwich** $6.75
**Choice of Bread:** White, French, Pretzel, Multi
**Choice of Meat:** Turkey, Roast Beef, Salami or Ham
Lettuce, tomato, cucumber, onion, dijon & mayo. *Add cheese $1.25*
*Add avocado $1.50 Make it Gluten Free Add $1.50*

AWARD WINNING

**Italian Sub** $7.99
Ham, salami, mozzarella on a French roll with lettuce, tomato, onion, giardiniera & Italian dressing

**Hometown Sub** $7.99
Roast beef & cheddar on a French roll with lettuce, tomato, onion & horseradish sauce

**California Sub** $7.99
Shaved fried chicken & swiss on a French roll with lettuce, cucumber, onion & avocado spread.
*Add bacon $1.75*

**Roasted Turkey** $6.75
Multigrain bread, mixed greens, tomato, honey mustard & cucumber

**Make Any Sandwich a Combo Meal**
Shoestring Fries & Medium Drink $3.99

# Vegetarian Style

**Roasted Pepper Burrito** $7.75
wrap w/peppers, sour cream, avocado spread, onions, lettuce, tomato & pepper jack. *Add Pulled Pork for $2.00*

**Veggy Pesto** $7.75
Scrambled egg on Multi bread with pesto, roasted peppers, lettuce, tomato, cucumber, onion & mozzarella

**Veggy Focaccia** $7.25
Tomato basil focaccia topped with lettuce, tomato, basil & mozzarella drizzled with balsamic.
*Add giardiniera for a kick .99¢*

**Battered Cod Sandwich** $7.75
Butter bun, with tarter sauce, tomato & lettuce

# BBCD Burgers

**Hamburger** $5.29
Butter bun with lettuce, tomato, pickles, onions, ketchup & mustard *Double patty $2.75*
*Add Egg $1.50 Bacon $1.75*

**Classic Cheeseburger** $6.29
Butter bun, lettuce, tomato, pickles, onions, ketchup, mustard & American cheese

**Half Pound Hammer** $10.25
2 patties, bacon, cheese, fried egg, lettuce, tomato, onion, pickle, ketchup & mustard

**John's Favorite** $7.99
Buttered croissant with burger, pepperoncini spread, onions, lettuce, tomato & pepper jack cheese – AWESOME!

**Taco Burger** $7.99
Burger on an butter bun, guacamole, taco sauce, American cheese, lettuce, tomato, onion & Fritos

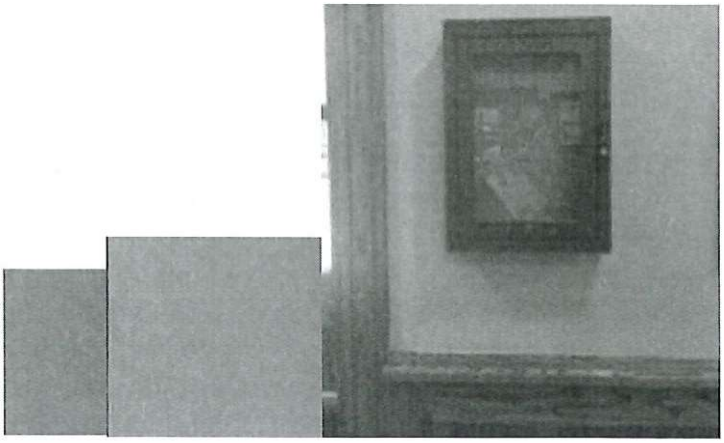
**Freedom Burger** $8.25
Burger topped with pulled pork on a butter bun with onions, pickles & pepper jack cheese. *Top it with cole slaw for .99¢*

**Mediterranean Burger** $7.45
Burger on a pretzel bun with basil, garlic mayo, lettuce, tomato & mozzarella

Northwest Herald Readers' Choice Awards
Best of the FOX
Representing McHenry County



Cary (847) 516-2223
Crystal Lake (815) 893-6510



2 ft. x 3 ft. 1 ft. x 1.5 ft. 2 ft. x 2 ft.




9.14 Concessionaire Supplied Equipment: Concessions operator shall be responsible for: • All the costs and labor to install and maintain food and/or coffee making equipment. • Point of Sale Cash Registers and Required software.

- Menu signage, subject to the approval of the City of Crystal Lake, not to exceed the sign ordinance regulations.
- Line control bollards.
- Miscellaneous cleaning supplies (i.e., mops, detergents, etc.).
- Miscellaneous wall-mounted paper towel dispensers and soap dispensers.
- Miscellaneous splash guards around sinks and prep tables.
- Security cameras are installed in the vendor area. Use and maintenance of the vendor area security cameras are the sole responsibility of the concessionaire.

Please utilize separate sheets if the below space is not adequate for your response.

1. Please describe your company, including how long your business has been in existence under your control and/or ownership.

   Blue Stool Coffee is a new concept. We will offer a selection of craft coffees, pastries and sandwiches. Blue stool coffee offers a new, trendy atmosphere (see attachments),to a space that has been overlooked for some time. Blue Stool Coffee will offer what other train depots along the NorthWest line offers while keeping to a true Crystal Lake appeal. Comfortable dining area, Complimentary WIFI, charging stations and more.

2. Attach information on other locations you currently operate or have operated in the last three years. If space was leased, include the name of specific representative of the company you leased space from and a business phone number for each location. In addition, provide a minimum of three business/government related references including the business/government name, contact person and current daytime phone number. Please list these references on page 9 of this proposal.

Friendship House of Crystal Lake

Hickory Hall Banquets and Events

The Cottage Pub

Cottage on the Beach

Jude's Cocktails & Nosh

Cantina52

3. Please indicate if a restaurant or food service operation that you have owned or managed has ever suspended operation due to a local, county or state health code violation.

No

4. Please indicate if you or any other principal in your organization has been involved in a legal dispute related to your business operations. If applicable, describe the status or disposition of the lawsuit.

No

5. Has owner or officer of your company ever been declared bankrupt (voluntary or involuntary) or insolvent or entered into an arrangement for the benefit of creditors? If yes, please explain.

No

6. Describe Concessionaire's training in food service sanitation.

Owner and management staff fully trained and Food Service Sanitation Certificate Holders

7. Attach your proposed menu, along with a sale price for each item. This menu will be used by the City as a component of the decision-making process. Changes in menu from the City's suggested menu may be allowed for good cause.

ARTISAN

# GLAZED DONUT

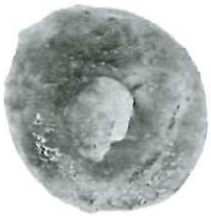
APPLE PIE



DARK CHOCNUT
BANANA CREAM



CREME BRULEE



STRAWBERRY SKITTLES



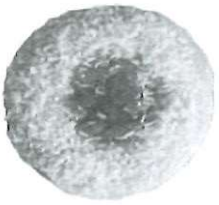
LEMON MERINGUE



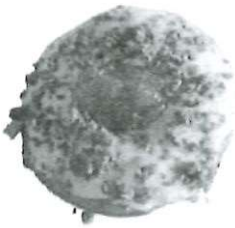
PEANUT BUTTER JELLY
WITH BACON



COCO MANGO



PEACH MANGO PIE



CHOCO MALLOW




Sandwiches
SPECIALTY
Create
YOUR OWN
Sandwich
MENU
DRINKS CLASSIC
OPEN
Authentic

8. If awarded a lease, can you agree to the attached City Lease language?
□ Yes □ No

Do you propose any deviations from the attached City Lease?

No

9. The Concessionaire shall open at 5:00 a.m., Monday through Friday, and 8:00 a.m. Saturday and Sunday. Please indicate your proposed closing hours for weekdays and weekends.

None seen

10. Please indicate your proposed date to begin selling concession items to the public.

May 1 2023

11. Attach any additional comments you feel relevant in assisting the City with selection of your company as Concessionaire.

Please see attached photos of concepts and layout. Our new train station coffee shop will include a mural, trendy furnishings, and great tastes and a clean fresh look for guests coming to visit Crystal Lake

# Blue Stool Coffee

Gourmet Donuts and Pastries

Ranging in Price $2 - $5

Fresh Made Sandwiches, both Hot & Cold

Ranging in Price $7 to $12

Fresh Made Salads

Ranging in Price $7 to $12

Gourmet Kettle Chips

$2.50 per bag

Craft Coffees, both Hot & cold

Ranging in Price $3 to $9

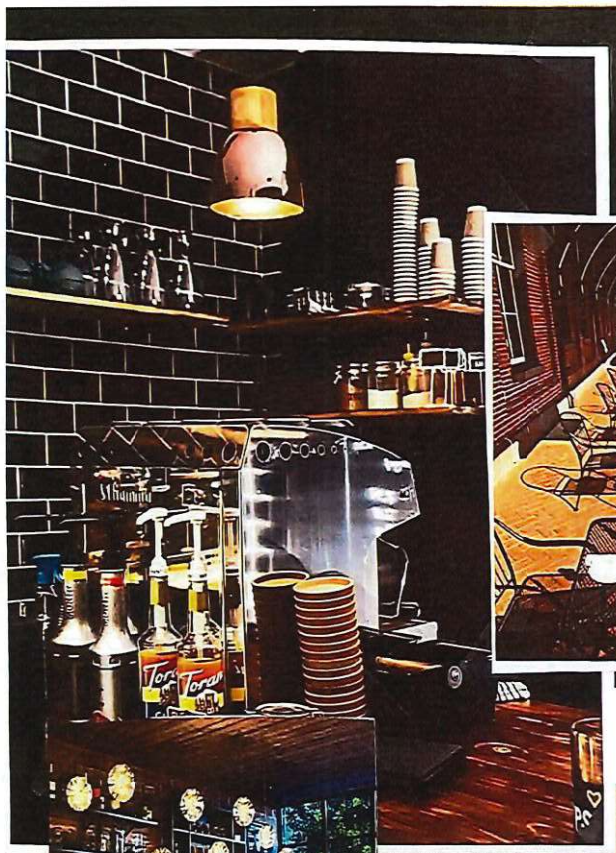
Pepsi products

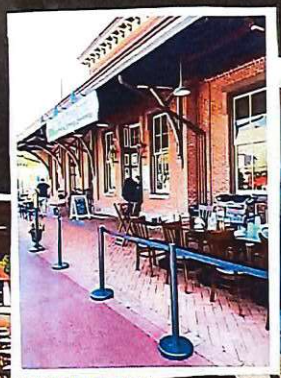
$3 each

Crystal Lake Themed Gifts

Mugs, Shirts, Candles

$5 to $30









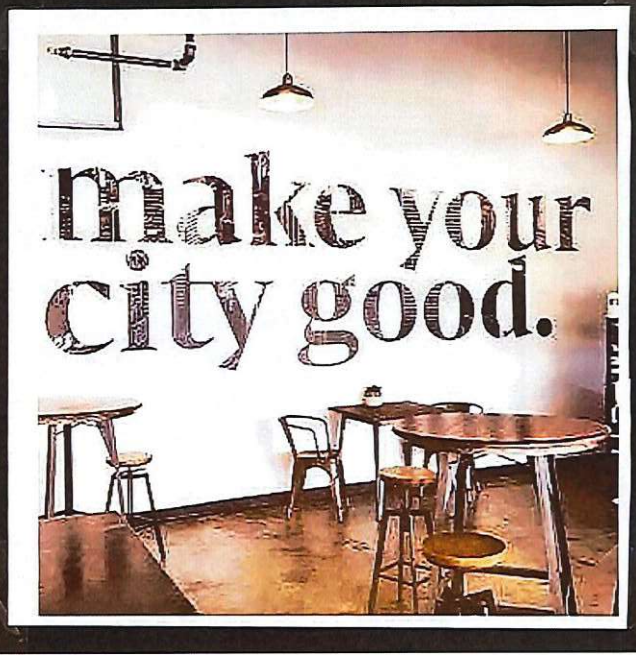









# Blue Stool Coffee

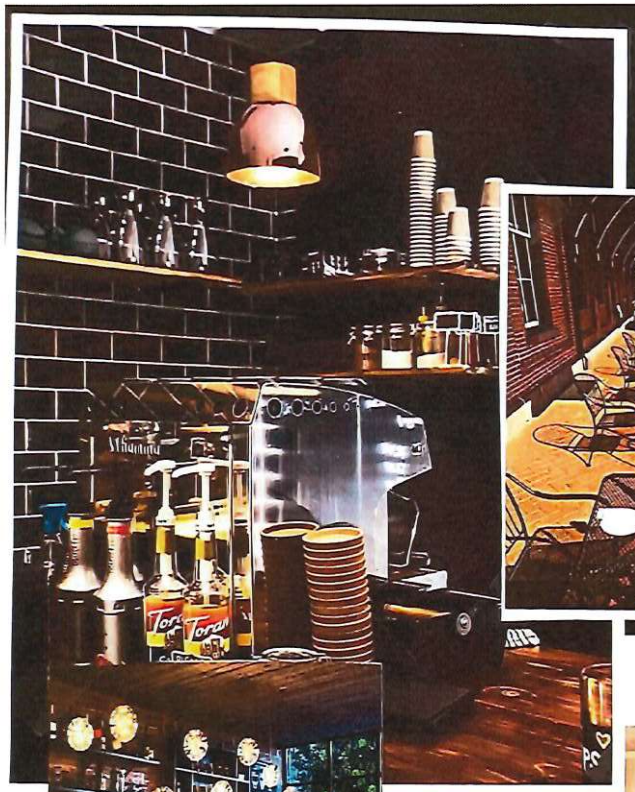



ARTISAN

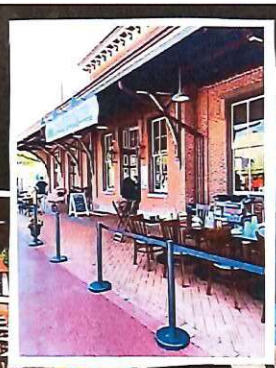
## GLAZED DONUT

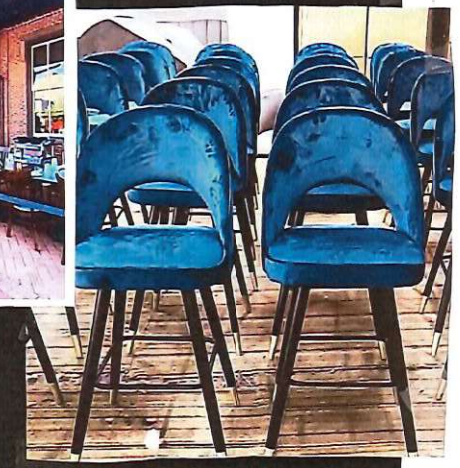
**Half dozen - 350 pesos only**











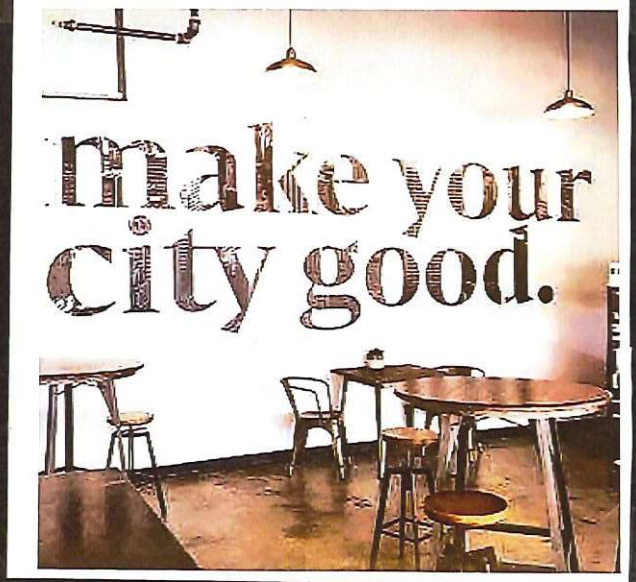









# Blue Stool Coffee




ARTISAN

## GLAZED DONUT

**Half dozen - 350 pesos only**

APPLE PIE



DARK CHOCNUT BANANA CREAM



CREME BRULEE



STRAWBERRY SKITTLES



LEMON MERINGUE



PEANUT BUTTER JELLY WITH BACON



COCO MANGO



PEACH MANGO PIE



CHOCO MALLOW



Exiting cabinets










Exiting cabinets

New Deli Case





Bathrooms







Trash

Ticket Office

In 2020, Dominic lost his job due to COVID layoffs. We have always wanted to own a coffee shop but knew that opening up a coffee trailer was going to be more feasible and this was the perfect time to do just that. Joe & Dough was born at the end of 2020 and in January of 2021, we had our first job. We started off doing one school and that one school grew into three more schools and every time we did a new school, we were welcomed with more inquiries. It was amazing.

Starting our food trailer came with so many learning curves, but by the summer of 2021, we started serving at the Crystal Lake Farmer's Market and we had finally hit a stride. The people of Crystal Lake made us feel so welcomed, so supported, so well received. We spent that first summer getting to know so many wonderful Crystal Lake residents and became fast friends with so many of them.

We closed out 2021 with so many experiences and opportunities. So many new connections and exciting plans for the following year. And in 2022, our opportunities and experiences got even bigger. We got to meet even more people and take part in so many wonderful local events. Our sales were up from the previous year and we were just so grateful.

Now, in 2023, our dreams are even bigger. When we first learned about the Metra Station becoming available, we knew what that could mean for us. The Metra Station is just big enough for it to become a stepping stone in our business story, and we have so many ideas for that space.

By the beginning of March, we will have finished our rebranding for Joe & Dough and our hope with that rebrand is to be able to obviously freshen up our look but to also introduce breakfast sandwiches. We would love to be able to do that out of our trailer and out of the station as well. As you can see from our menu (attached), we would love to offer a small myriad of pastries and breakfast sandwiches. We also plan to sell our Joe & Dough merchandise, as well as Crystal Lake merchandise (when it becomes available) and items that may be suitable for train riders, such as phone chargers and head phones.

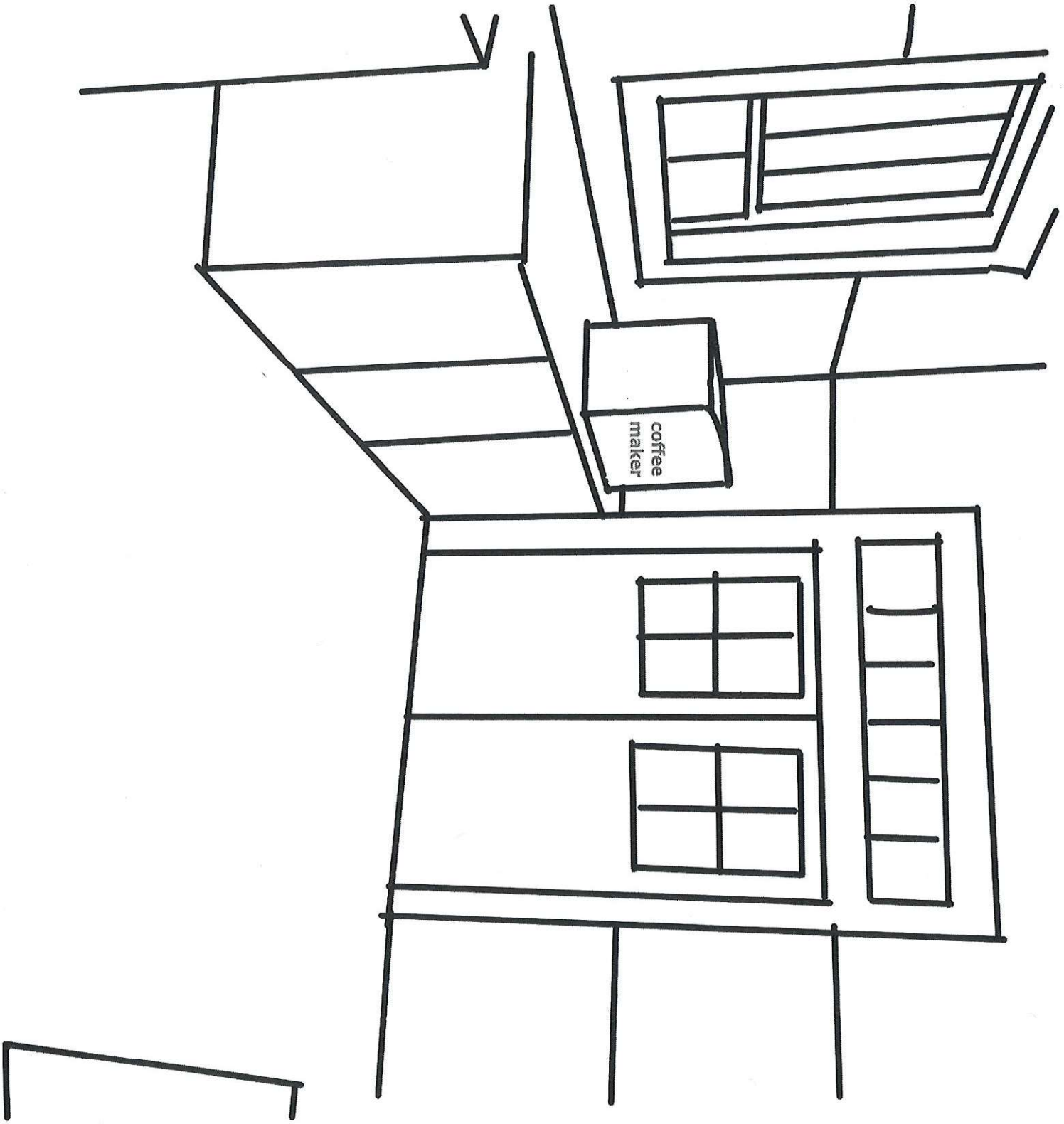
If we get the space, our plan is to immediately paint the walls to brighten everything up and we've attached a conceptual floor plan of where we plan for our equipment to go. We, of course, plan to add tables and chairs in the public areas and when it gets nicer outside, we would love to add seating (and lights!) outside as well.

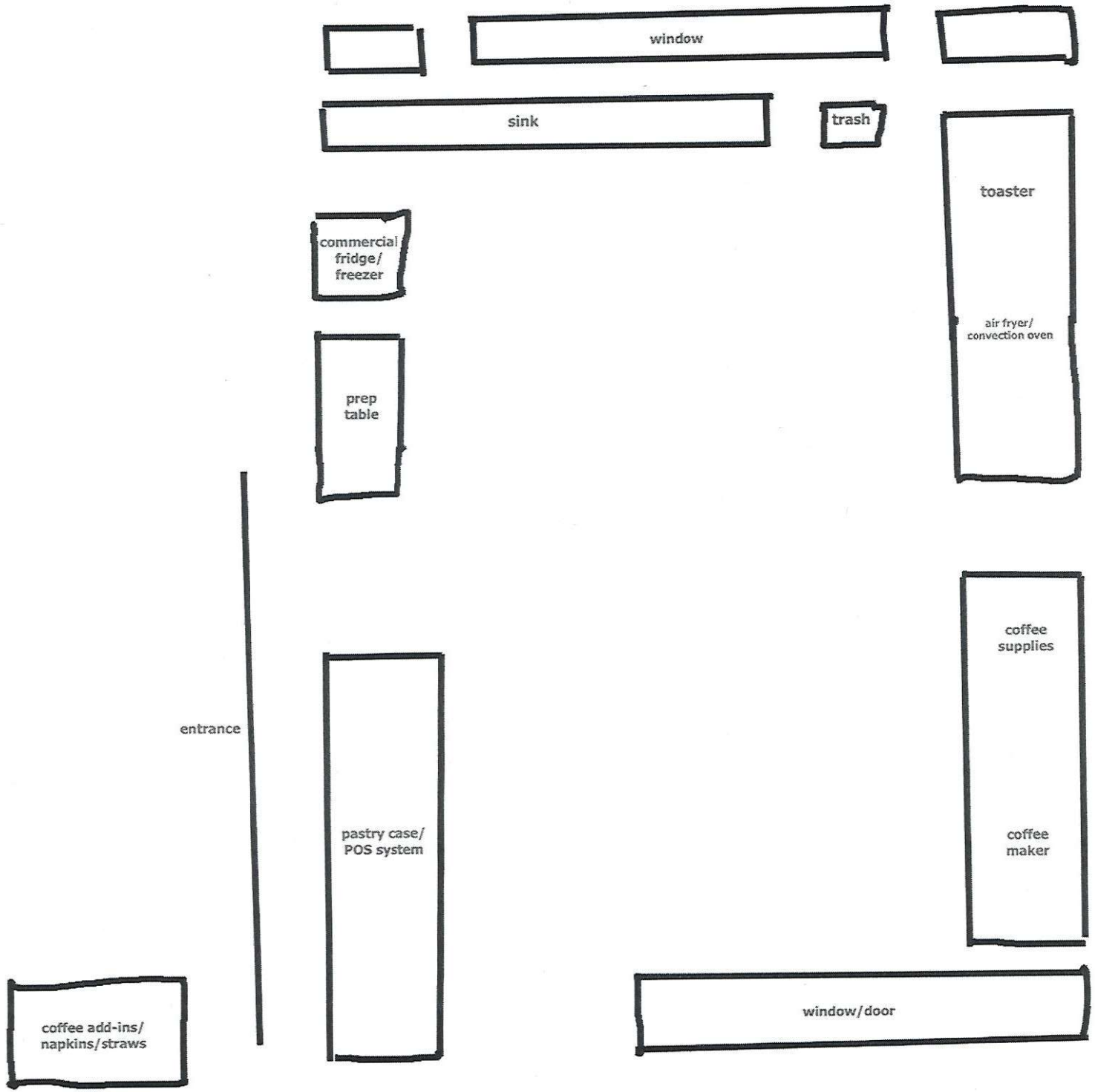
Our visions become bigger throughout the 5 year lease. Once we can prove to be successful in that space, we would love to purchase a down draft filtration system which would allow us to serve the same mini doughnuts that we currently serve in our trailer. We would also love to be able to host small late night gatherings, or even welcome businesses to hold small meetings, if the space allows.

Currently, we plan to run the station by ourselves. We both take responsibility for making sure the cafe is opened and closed on time and to make sure that all of our spaces are clean and tidy before the next operating day. We are extremely well versed in how to keep this space fresh and clean, as we both have tons of past restaurant experience that we apply to our trailer currently.

Thank you so much for considering us and we appreciate your time and energy that goes into this decision making process!


sink
toaster
air
fryer
trash
commerical
fridge/
freezer
prep table


coffee
maker


window
sink
trash
toaster
commercial fridge/ freezer
air fryer/ convection oven
prep table
entrance
coffee supplies
pastry case/ POS system
coffee maker
coffee add-ins/ napkins/straws
window/door

# MENU

*prices and menu items subject to change*

**OPEN**
SAT & SUN 8-3
MON-FRIDAY 5-3

## PASTRIES

**Croissants** 5
butter, chocolate or almond

**Muffins** 5
banana, chocolate, blueberry

**Cookies** 3

## SANDWICHES

**The Classic** 7.50
bacon egg and cheese on a warm bun

**The Veggie** 7.50
egg, onion, peppers, spinach and cheese on a warm bun

**The Vegan** 7.50
just egg, vegan cheese, impossible sausage on a bagel

**Breakfast Tacos** 6.50
two flour tortillas with egg, potato, cheese and bacon

## MORE FOOD

| | |
|---|---|
| waffle sticks (2) | 5 |
| bagel w/ cream cheese | 3 |
| tator tots | 3 |

## MERCH

| | |
|---|---|
| Shirt | 20 |
| Hat | 10 |
| Mug | 10 |
| Tote Bag | 10 |
| Stickers | 2 |
| Pins | 8 |

## DRINKS

| | |
|---|---|
| Coffee *locally roasted by Conscious Cup* | 3 |
| Iced / Hot Tea | 3 |
| Chai Tea | 4 |
| Soda | 2 |
| Bag of Coffee Beans | 15 |
| oat milk, almond milk or soy milk<br>flavored syrups | 1 |

joe & dough cafe

70 East Woodstock Avenue &,
Grant St, Crystal Lake, IL 60014

www.joendough.com

**Please utilize separate sheets if the below space is not adequate for your response.**

1. Please describe your company, including how long your business has been in existence under your control and/or ownership.

**For the past 2 1/2 years, Joe & Dough has served fresh, made-to-order mini doughnuts and fresh local coffee to Crystal Lake out of our tiny little sea foam green trailer. Typical spots for us are the downtown Crystal Lake farmer's market, local schools, small local businesses, local softball/ baseball/soccer events, fundraisers and the farmer's market at the Dole as well, among many other events.**

2. Attach information on other locations you currently operate or have operated in the last three years. If space was leased, include the name of specific representative of the company you leased space from and a business phone number for each location. In addition, provide a minimum of three business/government related references including the business/government name, contact person and current daytime phone number. Please list these references on page 9 of this proposal.

**So far it's just been our trailer, this would be our first location.**

3. Please indicate if a restaurant or food service operation that you have owned or managed has ever suspended operation due to a local, county or state health code violation.

**Joe & Dough has never been found in violation of any heath code standards and inspections.**

4. Please indicate if you or any other principal in your organization has been involved in a legal dispute related to your business operations. If applicable, describe the status or disposition of the lawsuit.

**n/a**

5. Has owner or officer of your company ever been declared bankrupt (voluntary or involuntary) or insolvent or entered into an arrangement for the benefit of creditors? If yes, please explain.

**n/a**

6. Describe Concessionaire's training in food service sanitation.

**food protection manager**

7. Attach your proposed menu, along with a sale price for each item. This menu will be used by the City as a component of the decision-making process. Changes in menu from the City's suggested menu may be allowed for good cause.

8. If awarded a lease, can you agree to the attached City Lease language?
   ☒ Yes ☐ No

   Do you propose any deviations from the attached City Lease?

   **no**

9. The Concessionaire shall open at 5:00 a.m., Monday through Friday, and 8:00 a.m. Saturday and Sunday. Please indicate your proposed closing hours for weekdays and weekends.

   **3pm**

10. Please indicate your proposed date to begin selling concession items to the public.

    **5/1/2023**

11. Attach any additional comments you feel relevant in assisting the City with selection of your company as Concessionaire.

**We are very local and invested in Crystal Lake. Dominic Galto has been the GM at many quick service locations including Jimmy Johns, Domino's and Dunkin Donuts. We have seen our revenue grow year after year for the time we have been open and feel this is the appropriate next step for us, as the location is controllable and steps from our home.**

## REFERENCES

| | |
|---|---|
| Business Name: | **Downtown Crystal Lake** |
| Address | **25 West Crystal Lake Ave.** |
| City, State, Zip Code | **Crystal Lake, IL, 60014** |
| Telephone Number | [redacted] |
| Contact Person | **Nancy Thompson** |
| Dates of Service | **Summer months of 2021, 2022, and 2023** |

| | |
|---|---|
| Business Name: | **Ottilia** |
| Address | **132 W Northwest Hwy** |
| City, State, Zip Code | **Arlington Heights, IL 60004** |
| Telephone Number | **(827) 271-6135** |
| Contact Person | **Ellen Para** |
| Dates of Service | **Several dates in 2022** |

| | |
|---|---|
| Business Name: | **Lake County - Human Resourses** |
| Address | **18 N. County St - 7th Floor** |
| City, State, Zip Code | **Waukegan, IL 60085** |
| Telephone Number | **(847) 377-2750** |
| Contact Person | **John Light** |
| Dates of Service | **May and June of 2022** |

# EXHIBIT A

Store Lease

| DATE OF LEASE | TERM OF LEASE |
|---|---|
| _____ | Begin on the date of Lessee receipt of the Lessor Approvals (the **"Commencement Date")** which will end on the fifth anniversary of said Commencement Date, which term shall automatically be extended for up to three (3) successive five 5 year periods, unless at least six (6) months prior to the end of the then applicable term, Lessee delivers written notice of nonrenewal to Lessor, in which case this Lease shall not be so extended and shall expire at the end of said otherwise applicable term. |
| MONTHLY RENT: $1.00 | |
| | |
| LOCATION OF PREMISES | |
| Westerly 250 square feet of the Crystal Lake Train Station Main Floor and approximately 230 square feet of basement area for the sole purpose of storage. | |
| PURPOSE | |
| Coffee/Beverage/Food Shop, Newspaper Stand, Gifts, Ice Cream and General Merchandise | |

**LESSEE**

**Name:** _____

**Address:** _____

**City:** _____

LESSOR

**Name:** City of Crystal Lake

**Address:** 100 W. Woodstock Street

**City:** Crystal Lake, IL 60014

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

**LEASE COVENANTS AND AGREEMENTS**

**1. RENT.** Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this Lease, at Lessor's address stated above or such other address as Lessor may designate in writing.

**2. COMPLIANCE WITH LEASE AGREEMENT.** Lessee acknowledges and shall comply with the terms of the lease agreement between the Union Pacific Railroad Company and the City of Crystal Lake as they relate to the Lessee in the Crystal Lake train station owned and operated by the Union Pacific Railroad Company.

**2. WATER, GAS AND ELECTRIC CHARGES.** Lessee will pay, in addition to the rent above specified for the Building in which the coffee shop is located, all water rents, gas, phone and electric light and power bills taxed, levied or charged on the entire Building, for and during the time for which this Lease is granted, and in case said water rents and bills for gas, electric light and power and garbage shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the entire Building in a clean and healthy condition, as herein specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

**3. SUBLETTING; ASSIGNMENT.** The Premises shall not be sublet in whole or in part to any person other than Lessee, provided that the Lessor may lease space within the Building to an ATM or similar machine provider so long as such use does not interfere with that of Lessee, and Lessee shall not assign this Lease without, in each case, the consent in writing of Lessor first had and obtained; nor permit to take place by any act or default of himself or any person within his control any transfer by operation of law of Lessee's interest created hereby; nor offer for lease or Lease the Premises, nor any portion thereof, by placing notices or signs of "To Let," or any other similar sign or notice in any place, nor by advertising the same in any newspaper or place or manner whatsoever without, in each case, the consent in writing of Lessor· first had and obtained. If Lessee, or anyone or more of the Lessees, if there be more than one, shall make an assignment for the benefit of creditors, or shall be adjudged as bankrupt, Lessor may terminate this Lease, and in such event Lessee shall at once pay Lessor a sum of money equal to the entire amount of rent reserved by this Lease for the then unexpired portion of the term hereby created, as liquidated damages.

**4. LESSEE NOT TO MISUSE.** Lessee will not permit any unlawful or immoral practice, with his knowledge or consent, to be committed or carried on in the Premises by himself or by any other person. Lessee will not allow the Premises to be used for any purpose that will significantly increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Lessor first had and obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are apart. Lessee agrees to conform with all applicable ordinances, codes or other laws of the City, County or other governmental entity.

**5. CONDITION ON POSSESSION.** Lessee has examined and knows the condition of the Building and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Building, have been made by Lessor or his agent prior to or at the execution of this Lease that are not herein expressed. Lessee shall be

responsible for any additional design or construction beyond what is provided. Any construction will require the approval of Lessor and the Union Pacific Railroad Company.

**6. REPAIRS AND MAINTENANCE.** Lessee shall provide all custodial services and keep the Building, concession area, common area, and appurtenances thereto in a clean, sightly and healthy condition, and in good repair, including minor maintenance of the public areas, including routine maintenance and cleaning of all surfaces and fixtures, cleaning bathrooms (including bathroom fixtures and removal of clogs and blockages in drains), and replacement of light bulbs for wall mounted fixtures of the train station, up to $1,500.00 per year, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at his own expense, and shall yield the same back to Lessor upon the termination of this Lease, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness, repair and sightliness as at the date of the execution hereof, loss by fire and reasonable wear and tear excepted. If, however, the Building shall not thus be kept in good repair and in a clean, sightly and healthy condition by Lessee, as aforesaid, Lessor may enter the same, itself or by its agents, servants or employees, without such entering causing or constituting a termination of this Lease or an interference with the possession of the Building by Lessee, and Lessor may replace the same in the same condition of repair, sightliness, healthiness and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the Building in that condition; Lessee shall not cause or permit any waste, misuse or neglect of the the water, gas or electric fixtures. Lessee shall not restrict access to the restrooms located in the train station without prior approval from Lessor. Lessor shall be responsible for maintenance of the HVAC system (located in the attic), fire alarm system, ceiling mounted light fixtures, doors and windows, plumbing fixture components (including leaks and valves), and exit lighting.

**7. ACCESS TO PREMISES.** Lessee shall allow Lessor or any person authorized by Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Lessor may see fit to make, and Lessee will allow Lessor to have placed upon the Premises at all times notices of "For Sale" and "For Rent", and Lessee will not interfere with the same. Lessee shall not restrict access to the Automated Teller Machine located on premises and shall not restrict access to the basement area so that said basement area may be utilized by the Automated Teller Machine provider, or its agents as an area away from public view to count and/or replenish currency cassettes.

**8. INDEMNITY.** To the fullest extent permitted by law, Lessee agrees to protect, indemnify, defend and forever hold harmless the Lessor, Metra, Regional Transportation Authority, Northeast Illinois Regional Commuter Railroad Corporation, Union Pacific Railroad Company and their directors, employees, agents, licensees, successors and assigns against and from, and to assume all liability and expense, including court costs and attorneys' fees, for death or injury to any person or persons and all loss, damage or destruction to any property caused by, attributable to or resulting from Lessee's management, operation and maintenance of the Station Facility or use of the Premises; Lessee's negligence or the failure of Lessee to comply with the provisions of this Agreement.

**9. INSURANCE.** Lessee shall maintain insurance in amounts and forms satisfactory to Lessor and according to the terms of the Lease Agreement between the Union Pacific Railroad Company and the City of Crystal Lake throughout the Use Term covering the Station Facility either through the purchase of conventional insurance policies or self-insurance. Such policies of insurance or self-insurance shall include comprehensive general public liability, automobile, property damage and worker's compensation coverage. To the extent permitted by law, said insurance shall show the Lessor, Union Pacific Railroad Company, Metra, the Regional Transportation Authority ("RTAH), and the Northeast Illinois Regional Commuter Railroad Corporation ("NJRCRC") as additional insureds and shall be endorsed to assume the contractual obligations as set forth in this Agreement. A duplicate copy of such insurance policy or a certificate of insurance and signed copy of a report showing established insurable value shall be furnished to Union Pacific Railroad Company and must show on the insurance policy or

the certificate of insurance that Union Pacific Railroad Company will be properly notified in writing at least thirty (30) days prior to any modification or cancellation of such policy.

**10. COOPERATION IN PROVIDING FOR ORDERLY HANDLING OF TAX STATUS OF LEASED PROPERTY.** Lessee acknowledges that Lessor, as the record owner of the Leased Property, has and will continue to have the obligation to submit such necessary forms and materials on an annual basis, as are required by law, to the Assessor of McHenry County concerning the tax-exempt status of the Leased Property, and may, from time to time, be obligated to submit materials, applications and other forms or submissions to the Illinois Department of Revenue, the Assessor of McHenry County, the Treasurer of McHenry County, the Board of Tax Appeals of McHenry County, or such other or successor agencies or offices as may be created by law, in order to provide for the maintenance of the tax-exempt status of the Leased Property or, upon the termination of the tax-exempt status of all or a portion of the Leased Property, the orderly assessment and payment of taxes. Lessee agrees to reasonably cooperate, to execute and properly file any and all supplementary documents on a timely basis, and to take all additional reasonable actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Section, following Lessor's written request therefor.

**11. RESPONSIBILITY FOR TAXES.** Lessee shall be solely responsible for and shall timely pay all personal property taxes levied and assessed, if any, against it or its personal property. Lessor shall be solely responsible for and shall timely pay all real estate, special assessments or similar taxes relating to the Leased Property including any improvements made by Lessee; provided, however, that if Lessor loses its current real estate tax exemption for the Leased Property on account of this Lease, then Lessee shall reimburse Lessor for real estate taxes which are payable during the term of this Lease solely with respect to the Leased Property Lessee shall timely pay all taxes levied and assessed, if any, against Lessee's leasehold interest under this Lease. At the request of either party, the other shall provide evidence of payment of taxes. Lessee shall bear the sole cost attributable to application(s) for tax division(s) or such other applications and appeals as may be occasioned by its use of the Leased Property. Lessee shall have the right to contest all taxes, assessments, charges, and impositions, and Lessor agrees to join in such contest, if required by law, and to permit the Lessee to proceed with the contest in Lessor's name, provided that the expense of the contest is borne by Lessee. If the Lessor initiates an action to contest taxes or other items the Lessee may join in such action provided that Lessee pays its own expenses of so· participating. Lessor shall, within fourteen (14) days of receipt of notice of any increase in taxes, assessments or other charges, send a copy of such notice by certified mail, return receipt requested, to Lessee. If Lessor fails to give Lessee such notice asset' forth above, Lessor shall incur no financial liability to Lessee by reason of such failure.

**12. NON-LIABILITY OF LESSOR**. Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any damage or injury to him or his property occasioned by the failure of Lessor to keep the Building in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Building of which they are a part nor from the escape of steam or hot water from any radiator, it being agreed that said radiators are under the control of Lessee, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the Building, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission or negligence of co-Lessees or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor itself, all claims for any such damage or injury being hereby expressly waived by Lessee.

**13. RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES).** Lessee shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, except by Lessor or its agent, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the Premises or Building, or upon any of the appurtenances thereto, without in each case the written consent of Lessor first had and obtained; and shall not commit or suffer any waste in or about said premises; and shall make no changes or alterations in the Premises or Building by the erection of partitions or the papering of walls, or otherwise, without the consent in writing of Lessor; and in case Lessee shall affix additional locks or bolts on doors or windows, or shall place in the Premises or Building lighting fixtures or any fixtures of any kind, without the consent of Lessor first had and obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, and without expense of removal or maintenance to Lessor. Lessor shall have the privilege of retaining the same if it desires. If it does not desire to retain the same, it may remove and store the same, and Lessee agrees to pay the expense of removal and storage thereof. The provisions of this paragraph shall not however apply to Lessee's trade fixtures, equipment and movable furniture. Lessor agrees to allow the installation of two illuminated window signs and internal signage in a mutually agreed upon concept, design and location.

**14. Furnishings.** All personal property, furnishings, machinery, trade fixtures, and equipment which Lessee installs in the Building shall remain the property of the Lessee. Upon the termination or expiration of the Term, Lessee shall remove Lessee's property from the Building no later than the termination or expiration date. In addition, Lessee shall remove from the Building all items and characteristics installed by Lessee that are indicative of Lessee's business and may otherwise "de-identify" the Building, provided the structure of the Building shall not be disturbed. Lessee shall repair any damage to the Building or the Train Station caused by such removal, including patching and filling holes. The Building shall be returned to Lessor in the condition required under the terms of this lease, ordinary wear and tear excepted. All other utility systems will be capped and returned to a condition compatible with code requirements. Any of Lessee's property not removed from the Building on the date the lease terminates or expires shall be deemed abandoned and shall thereupon become the property of Lessor. Lessor may possess and dispose of such property as it deems fit.

**15. FIRE AND CASUALTY.** In case the Building shall be rendered unlesseeable by fire, explosion or other casualty, Lessor may, at its option, terminate this Lease or repair the Building within sixty days. If Lessor does not repair the Building within said time, or the building shall have been wholly destroyed, the term hereby created shall cease and terminate.

**16. TERMINATION; HOLDING OVER.** At the termination of the term of this Lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefor to Lessor at the place of payment of rent. If Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Lessor may at its option within thirty days after termination of the term serve written notice upon Lessee that such holding over constitutes either (a) renewal of this lease for one year, and from year to year thereafter, at double the rental (computed on an annual basis) specified in Section 1, or (b) creation of a month to month tenancy, upon the terms of this lease except at double the monthly rental specified in Section 1, or (c) creation of a tenancy at sufferance, at a rental of dollars per day, for the time Lessee remains in possession. If no such written notice is served then a tenancy at sufferance with rental as stated at (c) shall have been ·created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmance of tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the covenants herein.

**17. LESSOR'S REMEDIES.** If Lessee shall vacate or abandon the Premises or permit the same to remain vacant or unoccupied for a period often days, or in case of the non-payment of the rent reserved hereby, or any part thereof, or of the breach of any covenant in this Lease contained Lessee's right to the possession of the Premises

thereupon shall terminate with or (to the extent permitted by law) without any notice or demand whatsoever, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the Premises; and if the Lessor so elects, but not otherwise, and with or without notice of such election or any notice or demand whatsoever, this Lease shall thereupon terminate, and upon the termination or Lessee's right of possession, as aforesaid, whether this Lease be terminated or not, Lessee agrees to surrender possession of the Premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever, and hereby grants to Lessor full and free license to enter into and upon the Premises or any part thereof, to take possession thereof with or (to the extent permitted by law) without process of law, and to expel and to remove Lessee or any other person who may be occupying the Premises or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and other persons as may reasonably be necessary, and Lessor may re-possess itself of the Premises as of his former estate, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this Lease contained, to be performed by Lessee. Lessee hereby waives all notice of any election made by Lessor hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demand whatsoever, of any and every nature, which mayor shall be required by any statute of this state relating to forcible entry and detainer, or to Lessor and Lessee, or any other statute, or by the common law, during the term of this Lease or any extension thereof. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of Lessor's rights to act without notice or demand or of any other right hereby given Lessor, or as an election not to proceed under the provisions of this Lease.

**18. RIGHT TO RELET.** If Lessee's right to the possession of the Premises shall be terminated in any way, the Premises, or any part thereof, may, but need not (except as provided by Illinois statute), be relet by Lessor, for the account and benefit of Lessee, for such rent and upon such terms and to such person or persons and for such period or periods as may seem fit to the Lessor, but Lessor shall not be required to accept or receive any Lessee offered by Lessee, nor to do any act whatsoever or exercise any diligence whatsoever, in or about the procuring of any care or diligence by Lessor in the reletting thereof; and if a sufficient sum shall not be received from such reletting to satisfy the rent hereby reserved, after paying the expenses of reletting and collection, including commissions to agents, and including also expenses of redecorating. Lessee agrees to pay and satisfy all deficiency; but the acceptance of a Lessee by Lessor, in place of Lessee, shall not operate as a cancellation hereof, nor to release Lessee from the performance of any covenant, promise or agreement herein contained, and performance by any substituted Lessee by the payment of rent, or otherwise, shall constitute only satisfaction pro tanto of the obligations of Lessee arising hereunder. Upon termination, the Lessee shall be allowed to remove any possessions or equipment placed by Lessee.

**19. COSTS AND FEES.** Lessee shall pay upon demand all Lessor's costs, charges and expenses, including fees of attorneys, agents and others retained by Lessor, incurred in enforcing any of the obligations of Lessee under this Lease or in any litigation, negotiation or transaction in which Lessor shall, without Lessor's fault, become involved through or on account of this Lease.

**20. LESSOR'S LIEN.** Lessor shall have a first lien upon the interest of Lessee under this Lease, to secure the payment of all moneys due under this Lease, which lien may be foreclosed in equity at any time when money is overdue under this Lease; and the Lessor shall be entitled to name a receiver of said leasehold interest, to be appointed in any such foreclosure proceeding, who shall take possession of said premises and who may relet the same under the orders of the court appointing him.

**21. REMOVAL OF OTHER LIENS.** In event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove said lien within ten days after Lessor's notice to do so, Lessor may remove the

lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.

**22. REMEDIES NOT EXCLUSIVE.** The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in paragraph 15 hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the Premises. The Lessor may collect and receive any rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

**23. NOTICES.** Notices may be served on either party, at the respective addresses given at the beginning of this Lease, either (a) by delivering or causing to be delivered a written copy thereof, or (b) by sending a written copy thereofby United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses in which event the notice shall be deemed, to have been served at the time the copy is mailed.

**24. MISCELLANEOUS.**
(a) Provisions typed on this Lease and all riders attached to this Lease and signed by Lessor and Lessee are hereby made a part of this Lease.
(b) Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor, which may be necessary for the proper and orderly care of the building of which the Premises are a part.
(c) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.
(d) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.
(e) The words "Lessor" and "Lessee" wherever used in this Lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. If there is more than one Lessee the warrant of attorney in paragraph 15 is given jointly and severally and shall authorize the entry of appearance of, and waiver of issuance of process and trial by jury by, and confession of judgment against anyone or more of such Lessees, and shall authorize the performance of every other act in the name of and on behalf of anyone or more of such Lessees.
(f) Lessee shall be responsible for the payment of all real estate or other taxes assessed by reason of their use of the Premises.
(g) Lessee shall maintain insurance in amounts and forms satisfactory to Lessor as outlined in Exhibit D for proposal throughout the term of the lease including compensation, general public liability, property damage and workers' compensation coverage.
(h) Lessor shall make an effort to provide two (2) reserved employee parking spaces near the premises.

**25. SEVERABILITY.** If any clause, phrase, provision or portion of this Lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

LESSEE: _____

By: _____

Date: _____

LESSOR: City of Crystal Lake

By: _____
Eric T. Helm, City Manager

Date: _____

**AGREEMENT OF PERSONAL GUARANTY**
**ATTACHED TO AND MADE PART OF THE LEASE AGREEMENT**
**DATED _____ BETWEEN**
**CITY OF CRYSTAL LAKE AND**
**_____ ("CONCESSIONAIRE")**

The undersigned "Guarantor," in consideration of the making of the foregoing Lease Agreement between CONCESSIONAIRE and CITY, does hereby unconditionally guarantee the payment of the rent by the CONCESSIONAIRE and the performance by CONCESSIONAIRE of all the financial duties and obligations under the Lease Agreement.

It is recognized and agreed that this Agreement of Guaranty by Guarantor is a substantial part of the consideration for the signing of the Lease Agreement by CITY and that the Lease Agreement would not have been signed by CITY without the agreement of Guarantor to sign this Guaranty Agreement.

Guarantor also agrees that CITY is not first required to enforce against CONCESSIONAIRE or any other person any liability, obligation or duty guaranteed by this Agreement before seeking enforcement thereof against Guarantor. A lawsuit may be brought and maintained against the Guarantor by CITY to enforce any liability, obligation or duty guaranteed by this Agreement without the necessity of joining the CONCESSIONAIRE or any other person in the lawsuit.

It is expressly agreed and understood that Guarantor additionally and unconditionally guarantees the performance under the Lease of _____ at the Downtown Crystal Lake Metra Station.

**EXECUTED** to be effective as of the ____ day of _____, 2023.

**GUARANTOR:**

_____

_____, Individually

ADDRESS: _____

_____

PHONE #:_____

# Exhibit B: Insurance

| ***ACORD*TM** **CERTIFICATE OF LIABILITY INSURANCE** | | **DATE** (MM/DD/YYYY) Completed |
|---|---|---|
| PRODUCER<br>Fully Completed | **THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.** | |
| | **INSURERS AFFORDING COVERAGE** | **NAIC #** |
| INSURED<br>Fully Completed | INSURER A: Name of Insurance Company | Completed |
| | INSURER B: Name of Insurance Company | Completed |
| | INSURER C: Name of Insurance Company | Completed |
| | INSURER D: Name of Insurance Company | Completed |
| | INSURER E: Name of Insurance Company | Completed |

**COVERAGES**

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

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | X | **GENERAL LIABILITY** CG001<br>☒ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS MADE ☒ OCCUR<br>☒ OWNERS & CONT PROT ((IF REQUIRED)<br>☐ _____<br>GEN'L AGGREGATE LIMIT APPLIER PER:<br>☐ POLICY ☐PROJECT ☐ LOC | Policy Number | Policy Start Date | Policy End Date | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | DAMAGE TO RENTED PREMISES (Ea. Occur.) | $ 50,000 |
| | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | PRODUCTS-COMP/OP AGG | $ 1,000,000 |
| | | | | | | | |
| A | | **AUTOMOBILE LIABILITY** CA001<br>☒ ANY AUTO CA001<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS<br>☐ _____ | Policy Number | Policy Start Date | Policy End Date | COMBINED SINGLE LIMIT (Ea. Accident) | $ 1,000,000 |
| | | | | | | BODILY INJURY (PER PERSON) | $ |
| | | | | | | BODILY INJURY (PER ACCIDENT) | $ |
| | | | | | | PROPERTY DAMAGE (PER ACCIDENT) | $ |
| | | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | | OTHER THAN EA ACC | $ |
| | | | | | | AUTO ONLY: AGG | $ |
| B | X | **EXCESS UMBRELLA LIABILITY**<br>☒ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | Policy Number | Policy Start Date | Policy End Date | EACH OCCURRENCE | $ per request |
| | | | | | | AGGREGATE | $ per request |
| | | | | | | | |
| | | | | | | | |
| C | | **WORKES COMPENSATION AND EMPLOYERS' LIABIITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO<br>If yes, describe under SPECIAL PROVISIONS below | Policy Number | Policy Start Date | Policy End Date | ☒ WC STATU- ☐ OTHER TORY LIMITS | |
| | | | | | | E.L. EACH ACCIDENT | $ 500,000 |
| | | | | | | E.L. DISEASE-EA EMPLOYEE | $ 500,000 |
| | | | | | | E.L. DIESEASE-POLICY LIMIT | $ 500,000 |
| | | **OTHER** Professional Liability (If requested) | Policy Number | Policy Start Date | Policy End Date | | |

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

List project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary.

| **CERTIFICATE HOLDER** | **CANCELLATION** |
|---|---|
| Additional Insured: Member, its officials, employees, agents and volunteers. | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, |
| | SIGNATURE OF AUTHORIZED AGENT |

# ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:
Name of Insured:
Policy Number:
Policy Period:
Endors. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your ongoing operations".

For purposes of this endorsement, "arising out of your ongoing operations" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

**Agenda Item No: 14**

# City Council
# Agenda Supplement

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**Meeting Date:** May 2, 2023

**Item:** Approval of Change Order increasing the upper level of compensation for the 2023 Crack Sealing Contract to $67,000

**Staff Recommendation:** Motion to adopt a Resolution approving a change order to the Year 2 contract with Patriot Pavement in the amount of $17,000 increasing the total compensation to $67,000 for the 2023 Crack Sealing program.

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

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**Background:**
The Crack Sealing Program includes cleaning and filling of selected asphalt pavement cracks throughout the City. The program was bid out last year as part of the McHenry County Municipal Partnership Initiative (McMPI) and on April 19, 2022 the City Council authorized a two-year contract with Patriot Pavement at an amount not to exceed $50,000 per year. The current contractor is Patriot Pavement, Des Plaines, Illinois.

Some areas of the Three Oaks Recreation Area parking lot are in need of crack sealing. The municipal complex parking lot also has some areas that could benefit from crack sealing. Patriot Pavment has indicated that they will perform the additional work at these locations for the same contract unit price $0.479 per foot.

This additional work will require a change order of $17,000 to the contract, increasing the not to exceed contract amount to $67,000.00. There is budget available in the Three Oaks Recreation Area budget and Facilities budget to pay for the additional crack sealing related work. This work will be measured and paid for at the contract unit prices.

**Votes Required to Pass:**
Simple majority

## RESOLUTION

**WHEREAS**, the CITY OF CRYSTAL LAKE has identified the desire to contract for annual crack sealing for maintenance and upkeep of City streets; and

**WHEREAS,** the CITY participates in the McHenry County Municipal Purchasing Initiative (McMPI) with other public agencies to leverage purchasing power; and

**WHEREAS,** the McMPI conducted a joint public bid for crack sealing services and opened bids publically on April 6, 2022; and

**WHEREAS,** the lowest responsible and responsive bidder is Patriot Pavement.

**WHEREAS,** due to advantageous pricing, the City identified additional areas of need for crack sealing at Three Oaks Recreation Area and City Hall; and

**WHEREAS,** the Mayor and City council have determined that 1) the change is germane to the original contract as signed and 2) the change order is in the best interests of the City of Crystal Lake; and

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**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 change order to the contract with Patriot Pavement is hereby approved and the City Manager is authorized to increase the upper level of compensation to Patriot Pavement to $67,000.00, an increase of $17,000.00, and to execute all documents necessary to effectuate the change in the agreement with Patriot Pavement.

**DATED** this 2nd day of May, 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: May 2, 2023
APPROVED: May 2, 2023

Draft

**Agenda Item No: 15**

# City Council
# Agenda Supplement

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**Meeting Date:** May 2, 2023

**Item:** Agreement for use of City Right-of-Way between the City of Crystal Lake and i3 Broadband

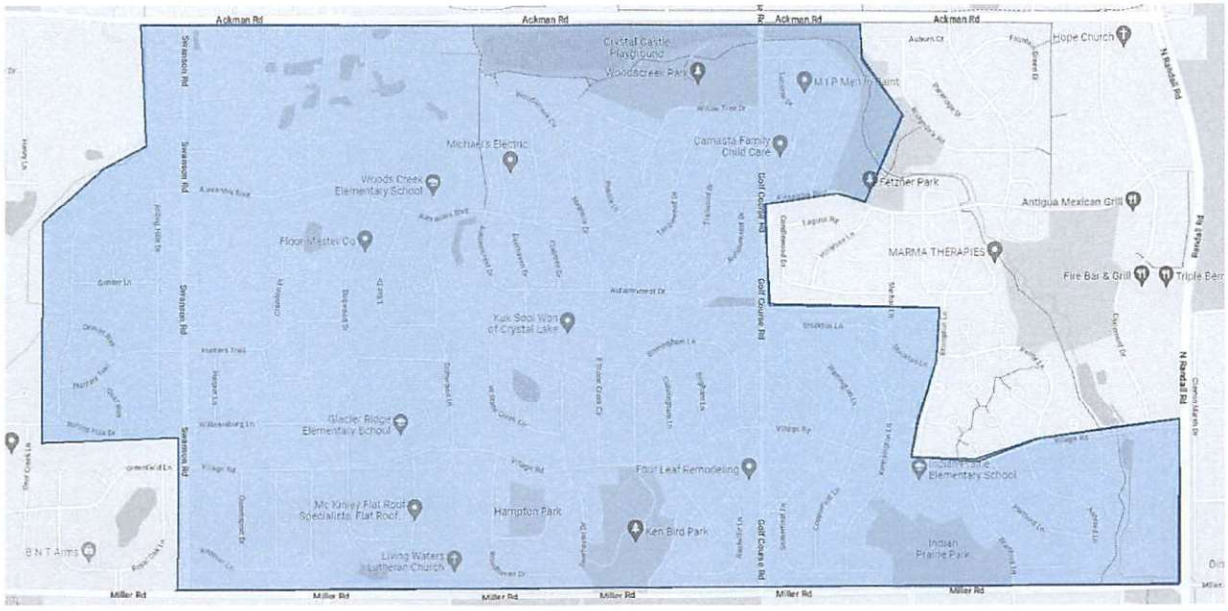
**Staff Recommendation:** Motion to adopt a Resolution approving an Agreement for use of Right-of-Way between the City of Crystal Lake and i3 Broadband and authorizing the City Manager to execute said Agreement

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

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## Background:

The City has received a request from i3 Broadband to install fiber optic cable within the right-of-ways of certain streets in the City (see map below). The Use of Right-of-Way Agreement will permit i3 Broadband to utilize the City's Right-of-Ways to build, maintain, operate and otherwise care for a fiber optic cable system. Similar agreements have been approved with MCI Metro Access Transmission Services Corp., d/b/a Verizon Access Transmission Services and Everstream. i3 Broadband is desirous of expanding their system from adjacent communities. The fiber optic cable installation will all be underground.



The City has authority under the Illinois Telecommunications Infrastructure Maintenance Fee Act (the "Act") and pursuant to its home rule powers to establish standards for construction, use, and repair of telecommunication facilities within the ROW. The City has adopted such regulations, which are primarily set forth in Chapter 427 of the City Code. Among other things, the City's ROW Regulations require telecommunications providers to obtain permits before doing work in the ROW, provide performance security and insurance coverage relating to such work, and clean-up and restore the ROW after construction. The regulations also govern the placement of facilities and establish standards for construction methods and materials.

The City may enter into agreements with telecommunications providers relating to deployment and maintenance of facilities in the ROW, and Section 427-1(E) (2) of the City Code provides that such agreements will control in the event of a conflict with the ROW Regulations. However, the Act imposes some limitations with such agreements. Most notably, the agreements cannot be used to impose franchise fees or other charges on telecommunication providers as a condition of access to or use of the City's ROW (35 ILCS 635/30). The Act prohibits municipalities—including home rule communities—from requiring telecommunications providers to pay such fees, even by agreement. The simplified municipal telecommunications tax authorized by State statute (see 35 ILCS 636/5-1 et seq.) is intended to compensate municipalities for the regulatory costs associated with telecommunications infrastructure in public ROW's, and other charges or fees are expressly pre-empted (See 35 ILCS 636/5-5, 5-60(c)). Additionally, the Act prohibits both home rule and non-home rule municipalities from regulating the manner in which telecommunications facilities in the ROW may be shared by or between telecommunications providers (35 ILCS 635/30).

The objective of the State Statue regarding these types of installations is to strike a balance between preserving the character of the community through careful design and installation, while enhancing the ability of communications carriers to deploy communications support structures in the City quickly, effectively, and efficiently so that residents, businesses, and visitors benefit from ubiquitous and robust communications availability.

**Recommendation**

It is City staff's recommendation to approve an Agreement for use of Right-of-Way between the City of Crystal Lake and i3 Broadband, and to authorize the City Manager to execute said agreement. The City's standard agreement created by the City's special counsel was utilized by i3 Broadband.

**Votes Required to Pass:**

Simple majority vote of the City Council

Res. No.

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, ILLINOIS GRANTING TO i3 BROADBAND, A NON-EXCLUSIVE AGREEMENT FOR THE USE OF RIGHT-OF-WAY FOR INSTALLATION, OPERATION, AND MAINTENANCE OF FIBER OPTIC CABLE; AND IMPOSING CONDITIONS, OBLIGATIONS, AND RESTRICTIONS UPON THE USE OF THE PUBLIC RIGHTS-OF-WAY.**

**WHEREAS**, the City of Crystal Lake ("City") is authorized to regulate its streets, alleys and public utility easements, and to grant, renew, deny, amend and terminate permits for and otherwise regulate the installation, operation, repair, and maintenance of telecommunication facilities within the City's boundaries pursuant to the Crystal Lake City Code, and by virtue of state statutes, by the City's home rule and police powers, its authority over the City's public right-of-way, and its other governmental powers and authority; and

**WHEREAS**, i3 Broadband desires the ability to install, operate, maintain and repair cable containing bundles of optical fibers and related equipment and facilities that are routed through underground conduits, ("Fiber Optic Cable") within the City's rights-of-way; and

**WHEREAS**, the City and i3 Broadband desire to enter into a Use of Right-Of-Way Agreement granting i3 Broadband the right to install and maintain its Fiber Optic Cable (the "Agreement") on public property all within the City of Crystal Lake (the "Agreement Route"); and

**WHEREAS**, i3 Broadband desires a Use of Right-Of-Way Agreement for a term of twenty (20) years, which agreement would be subject to renewal only by mutual agreement and in accordance with then-applicable law; and

**WHEREAS**, the Mayor and City Council have determined that it will be beneficial to the City to approve an Agreement with i3 Broadband.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Crystal Lake, Illinois, as follows.

**SECTION 1.** i3 Broadband is hereby granted a non-exclusive authorization to construct, operate, and maintain Fiber Optic Cable equipment within the City's rights-of-way subject to the terms and conditions of the Agreement between the City and i3 Broadband in substantially the form attached hereto as Exhibit A.

**SECTION 2:** That the City Manager is hereby authorized and directed to sign, and the City Clerk is hereby authorized and directed to attest, on behalf of the City of Crystal Lake, a Use

Draft

of Right-Of-Way Agreement for the term of twenty (20) years between the City and i3 Broadband, in substantially the form attached hereto as Exhibit A, and incorporated herein by reference, providing for the installation of i3 Broadband Fiber Optic Cable in the City.

**SECTION 3:** That the 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.

**SECTION 4:** 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 2nd day of May, 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: May 2, 2023
APPROVED: May 2, 2023

Draft

EXHIBIT A

USE OF RIGHT-OF-WAY AGREEMENT

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# USE OF RIGHT-OF-WAY AGREEMENT BETWEEN THE CITY OF CRYSTAL LAKE AND i3 BROADBAND

This Use of Right-of-Way Agreement ("Agreement") is entered into this 7th day of April, 2023 by and between the City of Crystal Lake, an Illinois municipal corporation ("City") and i3 Broadband ("i3 Broadband"), a Delaware limited liability company (collectively "Parties").

## RECITALS

WHEREAS, City owns public street and alley right-of-way and public utility easements within the boundaries of the City of Crystal Lake; and

WHEREAS, i3 Broadband's affiliate, iTV-3, LLC is an interexchange carrier and local exchange carrier as designated by the Illinois Commerce Commission; and

WHEREAS, i3 Broadband desires the ability to install, operate, maintain and repair cable containing bundles of optical fibers and related equipment and facilities that are routed through underground conduits and/or attached to above-ground utility poles, ("Fiber Optic Cable") within the right-of-way for the purpose of providing telecommunication services, as authorized by the Illinois Commerce Commission, subject to the requirements of this Agreement; and

WHEREAS, City is authorized to regulate its streets, alleys, and public utility easements, and to grant, renew, deny, amend and terminate permits for and otherwise regulate the installation, operation, repair, and maintenance of telecommunication facilities within the City's boundaries pursuant to the Crystal Lake City Code, and by virtue of federal (47 U.S.C. §253) and state statutes, by the City's home rule and police powers, its authority over City's public right-of-way, and its other governmental powers and authority;

WHEREAS, the City desires to reserve rights to construct, use, and allow others to construct and use all manner of additional improvements in the right-of-way, while granting ____ permission to install, operate, maintain and repair Fiber Optic Cable within the City's right-of-way;

WHEREAS, i3 Broadband agrees to provide and maintain accurate maps showing the location of all Fiber Optic Cable owned or used by i3 Broadband in the City right-of-way, and to comply with such other mapping requirements as City may establish from time to time; and

WHEREAS, i3 Broadband will secure all permits required by the City for the placement of its Fiber Optic Facilities within City right-of-way, as well as any necessary private property rights; and

WHEREAS, i3 Broadband has agreed to comply with the City's regulations and procedures for facilities within City rights-of-way, including Chapter 427 of the City Code, as may be amended from time to time;

NOW THEREFORE, for and in consideration of the foregoing, and the covenants and agreements contained herein to be kept and performed by i3 Broadband, and for other good and valuable consideration, the City hereby grants to i3 Broadband permission to use the public right-of-way pursuant to the terms and conditions set forth herein.

## SECTION 1. Permission to Use Right-of-Way

1.1 Subject to the provisions contained within this Agreement, the Crystal Lake City Code, and Illinois and federal law, the City hereby grants to i3 Broadband a non-exclusive authorization to use the designated portions of the City right-of-way ("ROW") to install and maintain Fiber Optic Cable for telecommunications purposes, subject to and conditioned upon the terms of this Agreement and i3 Broadband full, timely, complete, and faithful performance of all obligations to be performed or required hereunder by i3 Broadband, and i3 Broadband hereby accepts the terms and conditions of this Agreement.

1.2 Subject to the terms of this Agreement, i3 Broadband shall be permitted to install and maintain Fiber Optic Cable along the route generally shown on Attachment A hereto ("Route"). i3 Broadband may modify and expand its route from time to time by submitting permit applications to the City. At all times during the term of this Agreement, i3 Broadband shall maintain on file with the City current, accurate information regarding the location i3 Broadband Fiber Optic Cable.

1.3 This Agreement does not, and shall not be construed to, grant i3 Broadband a cable television license or franchise within the City's boundaries.

1.4 If i3 Broadband ever obtains or seeks federal, state or local approval to provide a cable system or open video system over the Fiber Optic Networks within the City, this Agreement shall remain in effect according to its terms, regardless of any legal or regulatory provisions, permits or other processes or rules that might now or hereafter provide otherwise.

1.5 i3 Broadband shall comply with all applicable federal, state, and local laws and regulations [including, but not limited to, the City Code and all other applicable ordinances of the City and regulations of the Federal Communications Commission ("FCC") or the Illinois Commerce Commission ("ICC")], as the same may be amended from time to time, in the exercise and performance of its rights and obligations under this Agreement.

## SECTION 2. Non-Exclusive Rights/Priority Rights

2.1 This grant is not exclusive, and nothing herein contained shall be construed to prevent City from granting other like or similar grants or privileges to any other person, firm or corporation.

2.2 Any and all rights granted to i3 Broadband shall be subject to the prior and continuing rights of City to use the ROW exclusively or concurrently, to regulate use of the ROW, to allow use of the ROW by any other person or persons, and to install and maintain the City's own facilities. Nothing in this Agreement shall be construed to grant, convey, create or vest in i3 Broadband any fee, leasehold, easement, or other real property interest in the ROW or any other City property.

2.3 Any right or privilege claimed pursuant to this Agreement by i3 Broadband for any use of any public ROW shall be subordinate to: A) any prior or subsequent lawful occupancy or use thereof by the City or any other governmental entity; B) any prior lawful occupancy or use thereof by any other person; and C) any pre-existing easements, dedications, conditions, covenants, restrictions, encumbrances, and claims affecting the ROW.

2.4 i3 Broadband acknowledges that there may now or in the future exist all manner of work and improvements upon the ROW ("Competing Activities"). The Competing Activities include without limitation any and all laying construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, realigning, or other dealing with any or all of the following, whether above, upon, or below the surface of the ROW and whether occasioned by the existing or proposed uses of the ROW or existing or proposed uses of adjoining or nearby land, (i) all manner of streets, sidewalks, alleys, trails, ways, and traffic control devices of every description, (ii) all manner of other transportation facilities and their appurtenances, (iii) all manners of pipes, wires, cables, conduits, sewers, storm drains, pumps, valves, switches, conductors, connectors, poles, supports, access points and guys of every description, (iv) all manner of other utility facilities and their appurtenances, (v) all manner of canals, drains, bridges, underpasses, culverts and other encroachments of every description and all manner of other facilities and their appurtenances, and (vi) all other uses of the right-of-way that the City may permit from time to time.

2.5 Nothing in this Agreement shall be construed to prevent the City from abandoning, altering, improving, repairing, or maintaining its facilities, the ROW, or any Competing Activities, and for that purpose to require i3 Broadband, at no expense to the City, to remove, relocate or abandon in place i3 BroadbandFiber Optic Cable in order to accommodate the activities of the City. The City shall not be liable for lost revenues sustained by i3 Broadband, however caused, because of damage, modification, alteration, or destruction of its Facilities in the ROW, when such costs or lost revenues result from the construction, operation, and/or maintenance of City facilities and/or the ROW, provided that the activities resulting in such costs or lost revenues are conducted in accordance with applicable laws and regulations.

## SECTION 3. Notice of Other Users

3.1 i3 Broadband may enter into contracts with unrelated third parties ("Users") in the ordinary course of i3 Broadband's business for use of the Fiber Optic Cable within the portions of the ROW subject to this Agreement. Such contracts ("User Contracts") shall be subject to all requirements and provisions of this Agreement and the following:

3.1.1 No person shall transmit data over the Fiber Optic Networks or otherwise use the Conduit System(s) except under a User Contract with i3 Broadband.

3.1.2 Such Users shall not perform any construction, maintenance, repair or other work of any kind in the ROW related to the Fiber Optic Cable. All User Contracts shall prohibit such Users from performing any construction, maintenance, repair or other work of any description in the ROW related to the Fiber Optic Cable, except as authorized by a City permit or agreement.

SECTION 4. Description of the Fiber Optic Facilities Routes

4.1 i3 Broadband's planned Route for the Fiber Optic Cable is generally depicted on Attachment A hereto.

SECTION 5. Regulatory Conditions Relating to Right-of-Way Usage and Work within the Right-of-Way.

5.1 i3 Broadband shall be solely responsible for completing or causing completion of any work within the ROW pursuant to this Agreement, including any work performed by i3 Broadband employees, agents, contractors or subcontractors (collectively "Contractors"), in accordance with the terms of this Agreement, including but not limited to the following requirements:

5.1.1 The Fiber Optic Cable shall be constructed, installed, operated, repaired, and/or maintained in accordance with all applicable provisions of the Crystal Lake City Code, all other applicable laws and regulations, and industry-standard best practices. i3 Broadband shall be solely responsible for any and all acts, errors, omissions and negligence of its Contractors.

5.1.2 i3 Broadband shall apply for and obtain City ROW construction permits in accordance with Chapter 427 of the City Code and all other permits as may be required by federal, state, or local law prior to commencing any work within the ROW. i3 Broadband shall be responsible for strict compliance with all such permit terms and conditions and approved plans. The City's review and approval of such permit applications shall not be unreasonably withheld or delayed.

5.1.3 i3 Broadband shall construct, install, operate, maintain, upgrade and remove the Fiber Optic Cable so as to interfere as little as possible with traffic, existing utility facilities, and other facilities and uses within or adjacent to the ROW or any utility easement as determined and directed by the City Engineer or designee.

5.1.4 i3 Broadband shall not interfere with the optimum effective use or operation of fire, emergency, or other communications equipment, methodology or technology (i.e., voice or other data carrying receiving or transmitting equipment). If such interference should occur, i3 Broadband shall immediately discontinue using the equipment, methodology or technology that causes the interference until i3 Broadband takes corrective measures to eliminate such interference. Any such corrective measures shall be made at no cost to City.

5.1.5 i3 Broadband shall comply with all generally-applicable policies and regulations established by the City from time to time relating to telecommunications service facilities and operations within the ROW, including but not limited to policies for the coordination of multiple permittees or utility providers operating within a ROW segment.

5.1.6 i3 Broadband and the Fiber Optic Cable shall be subject to the City's exercise of its police powers, regulatory authority, and other powers as the City may exercise from time to time. The City shall have continuing jurisdiction and supervision over any facilities located within or on the

City ROW. Daily administrative, supervisory, and enforcement responsibilities shall be delegated and entrusted to the City Manager or designee to interpret, administer and enforce the provisions of this Agreement.

5.1.7 Any new underground Fiber Optic Cable placed in the ROW will be constructed using industry standard boring and trenching construction methods and materials as approved by the City Engineer. Material placed in the ground may include concrete manholes, generally 4x4x4, pull boxes/handholes (#7s and #9s) and HDPE couplings and elbows, fiber optic cable, splice cases, tracer wire, grounding material, mule tape, jet string and conduit plugs. i3 Broadband and/or its Contractors will install any new conduit and access points (manholes/pull boxes) using industry standard practices and in full compliance with the Illinois Department of Transportation ("IDOT") Standard Specifications for Road and Bridge Construction as amended (hereinafter referred to as "IDOT Standard Specifications") and the City of Crystal Lake Engineering Development Standards. Additionally, all Fiber Optic Cable installations shall comply with Chapter 427 of the Crystal Lake City Code, as may be amended from time to time.

5.1.8 The City shall have the right to inspect all construction or installation work performed subject to the provisions of this Agreement and to make such tests as it shall find necessary to meet any requirements of law or terms of this Agreement during the course of construction. All work within the ROW shall be subject to final inspection and approval by the City.

5.1.9 i3 Broadband shall maintain reasonable access to all properties adjoining the ROW during construction activities and other operations pursuant to this Agreement, except to the extent that the owner or other person having lawful control of such adjoining property agrees in writing to access closure. If any property's access will be modified or impaired by i3 Broadband's activities or operations, i3 Broadband shall provide at least 10 days' advance written notice to the owners or other persons having lawful control of such property, If an emergency requires activity without such advance written notice, then i3 Broadband shall use commercially reasonable efforts to provide actual notice to the owners or other persons having lawful control of the adjoining property as soon as practicable. Upon request, i3 Broadband shall promptly furnish to the City copies of all such notices or access agreements.

5.1.10 Whenever i3 Broadband or its Contractors shall cause any opening or alteration to be made for any purpose in any public streets or public places the opening or alteration shall be completed and restored with due diligence within seven (7) business days unless otherwise authorized by the City. i3 Broadband shall, upon the completion of the opening or alteration, restore the property, improvements or landscaping disturbed by i3 Broadband or its Contractors to a condition substantially comparable to the condition before the opening or alteration and the restoration shall be performed with due diligence within a reasonably prompt time.

5.1.11 i3 Broadband and/or its Contractors shall, during construction, maintain the ROW and all work sites in a safe, neat, and clean condition. Upon completion of any phase or segment of construction, i3 Broadband shall promptly remove all temporary construction facilities, debris, and unused materials and restore the ROW in accordance with Section 12 of this Agreement.

5.1.12 i3 Broadband and its Contractors shall be solely and completely responsible for the conditions of any job site where Fiber Optic Cable is being placed, modified, or maintained, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. i3 Broadband failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve i3 Broadband from compliance with these provisions.

SECTION 6. Plan Approval, Permits, and Inspection.

6.1 No Fiber Optic Cable shall be installed, constructed, modified, located on, or attached to any property within the City until i3 Broadband has applied for and received all required permits from the City.

6.2 Prior to beginning any work pursuant to this Agreement, i3 Broadband shall submit applications for all required City permits ("Permit Applications") together with all information, project details, plans, and specifications necessary for City review and approval. If i3 Broadband desires to change the location of, or otherwise modify, any portion of Fiber Optic Cable system, including any related facilities or equipment, from that set forth in the initial Permit Application, i3 Broadband shall apply for and obtain approval for an amendment to the permit prior to installation or construction, which approval shall not be unreasonably withheld or delayed.

6.3 City will approve or deny Permit Applications based on the availability of space at the location sought by i3 Broadband, safety, and other considerations in accordance with applicable City ordinances and policies and this Agreement.

6.6 i3 Broadband may install the Fiber Optic Cable in multiple phases as agreed upon by i3 Broadband and the City and as authorized by permit. i3 Broadband will cooperate with the City to minimize inconvenience to the citizens of the City and others who use the City ROW in planning, phasing, and sequencing project segments.

6.7 i3 Broadband installation of Fiber Optic Cable shall be reasonably coordinated with other utilities and the City to accommodate opportunities for common installation, including co-location along i3 Broadband's Route; provided, however, that nothing herein shall require i3 Broadband to incur any material additional expense to accommodate common installations.

6.8 Although the exact placement and location of any additional Fiber Optic Cable shall be determined by City through the permit process, i3 Broadband has expressed its intent and City has expressed its desire to have any Fiber Optic Cable installed outside of the paved street areas whenever such location is feasible and reasonable. Further, if it is the intent and desire of i3 Broadband for the Fiber Optic Cable conduits to be placed by directional boring under streets when feasible and reasonable. Bore profiles based on vacuum pothole information shall be part of the engineered plans submitted to the City. Arterial streets shall not be bored unless approved by

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the City Engineer. In the event that a street opening in pavement cannot be avoided, i3 Broadband agrees to pay a fee in accordance with the Crystal Lake City Code,

6.9 i3 Broadband shall identify and provide contact information for an authorized representative, such as a project manager, who shall be the designated contact person for the City during any construction periods.

6.10 Traffic Control.

6.10.1 i3 Broadband shall be responsible for providing traffic control that complies with the requirements of this Agreement, the City of Crystal Lake Construction Details and Standards, and the latest editions of the Manual on Uniform Traffic Control Devices (MUTCD) and the IDOT Standard Specifications (collectively the "Traffic Control Specifications"). In the event of a conflict between any of the Traffic Control Specifications, the most restrictive manual shall apply.

6.10.2 At least five business days prior to beginning any work within the ROW for which traffic control measures are necessary (as determined by the City), i3 Broadband shall submit an application to the City for a traffic control permit and prepare and submit a proposed traffic control plan ("Traffic Control Plan") to ensure that traffic is carried through the work area in an effective manner and that motorists, pedestrians, bicyclists, and workers are protected from hazards and accidents. i3 Broadband shall not begin construction until the Traffic Control Plan is approved by the City.

6.10.3 Following the City's approval of the Traffic Control Plan and permit, i3 Broadband and the City shall conduct a pre-construction conference, which shall include review of the approved Traffic Control Plan and implementation measures. At that time, i3 Broadband shall designate an individual who is well qualified and experienced in construction traffic control and safety to be responsible for implementing and monitoring the Traffic Control Plan. The City shall also designate a representative to oversee i3 Broadband implementation of the Traffic Control Plan.

6.10.4 i3 Broadband shall be responsible for implementing the Traffic Control Plan. i3 Broadband shall pay any and all applicable barricade fees.

6.10.5 A copy of the approved Traffic Control Plan shall be maintained onsite during all phases of construction. Any alterations to the Traffic Control Plan must be approved by the City and comply with the Traffic Control Specifications.

6.10.6 In the event i3 Broadband or its Contractors damage any traffic signal equipment, traffic signal conduit, loop detectors and/or circuits, the City may, at its election, either (i) repair such damage and bill i3 Broadband for the repair costs, which costs shall be paid by i3 Broadband within 30 days or (ii) direct i3 Broadband to repair the damage immediately at i3 Broadband's expense by an electrical contractor who has had traffic signal experience and who is pre-approved by the City.

6.10.5 In the event of any street, alley, or sidewalk closures, i3 Broadband shall provide at least five days' advance written notice to all adjacent or affected residents or businesses.

6.10.6 Pedestrian access shall be maintained along the length of the project at all times per the requirements of the ADA and as approved by the City Engineer or designee.

6.11 "One Call" Utility Locations System (JULIE). i3 Broadband and its Contractors shall comply with the Illinois "One Call" Utility Location System ("JULIE") and participate as a member of the JULIE system with the necessary records and persons to provide location service of the Fiber Optic Cables upon receipt of a locate call or as promptly as possible, but in no event later than two (2) working days. A copy of the agreement or proof of membership shall be filed with the City Engineer. The City shall have no obligation to mark the location of i3 Broadband facilities. The City shall have no obligation to alert i3 Broadband to proposed work by itself or other, other than as a participating member of the JULIE system.

SECTION 7. Hazardous Substances

i3 Broadband and its Contractors' activities upon or about the ROW shall be subject to the all applicable federal, state, county, and local laws and regulations, including those pertaining to environmental protection and to hazardous or toxic wastes and substances (collectively "Toxic Substances"), including reporting requirements.

7.1 i3 Broadband and/or its Contractors shall not produce, dispose, transport, treat, use or store any Toxic Substances upon or about the ROW; provided, however, that the following shall not be deemed Toxic Substances if handled and stored in accordance with all applicable laws:

7.1.1 Ordinary gasoline, diesel fuel, or other fuels or lubricants necessary for ordinary use in motor vehicles and ordinary construction machinery permitted upon the ROW. Such materials must be properly and lawfully contained in ordinary quantities in ordinary tanks and receptacles that are permanently installed in such vehicles and machinery, or small portable tanks that are being used for fueling permitted construction machinery.

7.1.2 Electric backup batteries.

7.2 In addition to, and without limitation of any other indemnities or obligations, i3 Broadband shall pay any damages incurred and indemnify, defend, and hold City harmless against any claims, losses, or liabilities incurred by reason of any Toxic Substance used or disposed by, or any environmental hazard or contamination caused by or attributable to, i3 Broadband and/or its Contractor(s).

7.3 i3 Broadband and/or its Contractors shall immediately notify City if any Toxic Substance is used or discovered upon the ROW. i3 Broadband shall not be responsible for Toxic Substances that may exist in the ROW if i3 Broadband, its Contractors, and/or any other persons using the ROW on i3 Broadband behalf under this Agreement did not do any of the following:

7.3.1 Participate in the Toxic Substance coming to the ROW;

7.3.2 Fail to immediately report the Toxic Substance to City;
7.3.3 Knowingly participate in spreading or otherwise disturbing the Toxic Substance; or
7.3.4 Knowingly exacerbate the effects of the Toxic Substance or the difficulty or cost of dealing with the Toxic Substance.

7.4 i3 Broadband understands the hazards presented to persons, property and the environment by dealing with Toxic Substances. i3 Broadband acknowledges the possibility that the ROW may contain actual or presumed asbestos and other Toxic Substances containing materials.

7.5 Within twenty-four (24) hours after any violation by i3 Broadband and/or by its Contractors of this Agreement pertaining to Toxic Substances, i3 Broadband shall give City notice reporting such violation.

## SECTION 8. On-Call Assistance

8.1 i3 Broadband shall be available to staff employees of any City department having jurisdiction over i3 Broadband activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the installation, operation, maintenance, or removal of its Network. City may contact by telephone the network control center operator at the following phone number 1-800-MCI-WORK regarding such problems or complaints, and may use that number in order to reach i3 Broadband at any time for any emergency matter. i3 Broadband shall use reasonable efforts to respond to any issues within the time frames specified in its service level agreements. i3 Broadband shall make arrangements with a local entity to handle any necessary problems or complaints that require a physical presence. In addition, i3 Broadband will immediately notify City if there is a change in the telephone number listed in this section.

## SECTION 9. Mapping Requirement

9.1 i3 Broadband shall create, and update as appropriate, accurate maps and as-built drawings of its Fiber Optic Cable system, including horizontal and vertical locations of all facilities and equipment located within the ROW ("As-Built Drawings"). Within 90 days following completion of any work pursuant to this Agreement, i3 Broadband shall furnish copies of the current As-Built Drawings to the City in both hard copy and an electronic format as specified by the City Engineer for compatibility with the City's electronic mapping system. i3 Broadband shall also maintain precise, up-to-date maps of the overall Fiber Optic Cable system and Route.

## SECTION 10. Relocation; Emergency Repairs

10.1 i3 Broadband shall relocate, at no expense to the City, any Fiber Optic Cable or other encroachment installed or maintained in, on or under any public place or ROW, as may be necessary to facilitate any public purpose or any City or other governmental project whenever directed to do so by City. Such relocations shall be accomplished in accordance with the directions from City and shall be pursuant to the same terms and conditions as the initial installation allowed pursuant to this Agreement and any applicable issued permits. Within ninety (90) days after service of notice by the City, i3 Broadband shall remove the designated portions of the Facilities, or in the event that, by the nature of the removal such removal cannot be performed within the

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ninety-day period, i3 Broadband shall take reasonable steps to remove the Facilities and diligently prosecute the removal to completion, and, if requested, restore the sidewalks and other ROW to a condition comparable to the condition before the construction of the public improvement at no cost and expense to the City.

10.2 If the City needs to perform any part of the necessary relocation or removal work that has not been done within the time required by the City, it shall be entitled to seek payment for such relocation costs by drawing upon the letter of credit or security fund required by this Agreement pursuant to Section 21 or the performance bond pursuant to Section 20.

10.3 The parties acknowledge there may be instances when i3 Broadband is required to make unscheduled repairs that are of an emergency nature or in connection with an unscheduled disruption of the Facilities. i3 Broadband may apply for annual City permits to cover unplanned maintenance and emergency repairs. In such event, i3 Broadband shall comply with all terms and conditions of such annual permits, including any requirements to provide notice to the City before or after undertaking unplanned maintenance or emergency repairs.

SECTION 11. Expansion or Extension of the Current Use Area

11.1 i3 Broadband agrees that any expansions and/or extensions beyond the current Route shall be at all times governed by the terms and conditions of this Agreement.

SECTION 12. Damage to Public Property; Restoration.

12.1 In addition to any indemnity obligation under this Agreement, whenever the installation, use, maintenance, removal, or relocation of any of i3 Broadband's Fiber Optic Cable is required or permitted hereunder, and such installation, removal or relocation damages or disturbs the surface or subsurface of any ROW or public property or any public improvement that may be located thereon, therein, or thereunder, however such damage or disturbance was caused, i3 Broadband, at its sole cost and expense, shall promptly restore the surface or subsurface of the ROW or public property and/or repair or replace the surface, subsurface and/or public improvement therein, or thereunder, to as good a condition as before the disturbance and in accordance with applicable laws, normal wear and tear excepted, in a manner reasonably satisfactory to the City Engineer or designee. For any pavement cuts made by i3 Broadband, i3 Broadband shall be responsible to restore the pavement in a manner reasonably satisfactory to the City Engineer. If i3 Broadband does not repair any damage or disturbance in accordance with this Section, then the City shall have the option, upon ten (10) business days' prior written notice to i3 Broadband, to perform or cause to be performed all reasonable and necessary work on behalf of i3 Broadband and to charge i3 Broadband for the proposed costs to be incurred or the actual costs incurred by the City at City's standard rates.

12.2 Notwithstanding the notice provision above, in the event of a public emergency, the City shall have the right to immediately perform, without prior written notice to i3 Broadband, such reasonable and necessary work on behalf of i3 Broadband to repair and return public property to a safe and satisfactory condition in accordance with applicable laws, normal wear and tear

excepted, in a manner reasonably satisfactory to the City Engineer or designee. The City shall provide written notice to i3 Broadband of the repairs as soon as practicable.

12.3 Upon the receipt of any demand for payment by City in accordance with this Agreement, i3 Broadband shall, within thirty (30) days, reimburse City for such costs. If i3 Broadband fails to pay any amounts owed to the City by the date due, then i3 Broadband shall incur interest on the amounts owed at the rate of one percent (1%) per month.

SECTION 13. Reserved

SECTION 14. Public Safety/Public Emergency

14.1 If any of i3 Broadband's Fiber Optic Cable or activities present any immediate hazard or impediment to the public, to the City, to other City improvements or activities within or outside of the Route, or to City's ability to safely and conveniently operate the ROW or perform City' s utility, public safety and/or other public health, safety and welfare functions, then i3 Broadband shall immediately remedy the hazard, comply with City's request to secure the route area, and otherwise cooperate with City at no expense to City to remove any such hazard or impediment.

14.2 In the event of a public emergency as determined by the City, neither the City nor any agent, contractor or employee of the City shall be liable to i3 Broadband or its Contractors or its customers or other third parties for any harm so caused to them by the reasonable actions of the City or its agents, contractors or employees in reasonably responding (including severing, disrupting, removing, tearing out, digging up or otherwise damaging or destroying the Fiber Optic Cable) to such public emergency. When practical and if possible, City will consult with i3 Broadband in advance to assess the necessity of such actions and to minimize, to the extent practical under the circumstances, damage to and disruption of either the public property involved or the Fiber Optic Cable involved.i3 Broadband will be responsible for repair at its sole expense of any of its Facilities damaged pursuant to any such action taken by City related to the public emergency.

SECTION 15. Effective Date and Validity of Agreement

15.1 This Agreement is effective upon the date of its approval and execution by both parties ("Effective Date").

15.2 Both parties were represented throughout the negotiations of this Agreement by their own attorneys and had the opportunity to consult with their own attorneys about their rights and obligations regarding this Agreement. This Agreement shall be construed without regard to the party responsible for its drafting. Additionally, i3 Broadband acknowledges and accepts the right and authority of City to execute this Agreement and to enforce the terms herein.

SECTION 16. Term

16.1 This Agreement shall continue in force for a period of twenty (20) years after the Effective Date unless sooner terminated as provided in this Agreement. Nothing in this Agreement shall be construed to grant any automatic extension, renewal, or replacement hereof.

SECTION 17. Reserved.

SECTION 18. Reserved

SECTION 19. Taxes

19.1 i3 Broadband shall pay all applicable local, state, and federal taxes that apply to the Fiber Optic Cables, i3 Broadband's use of the ROW, and any of i3 Broadband-operations or facilities relating to this Agreement in the manner required by law.

SECTION 20. Performance Security.

20.1 Prior to receiving any permit to construct, install, maintain or perform any work on the ROW or other public property, i3 Broadband shall establish a security fund with the City to secure performance of the permitted work (the "Performance Security"). The Performance Security shall be in the form of a surety bond or unconditional letter of credit in a form acceptable to the City and meeting the minimum requirements and amounts set forth in Section 427-10 of the City Code, as may be amended from time to time. The Performance Security shall be held and may be drawn upon by the City, and shall be maintained and replenished as necessary by i3 Broadband, all in accordance with Section 427-10 of the City Code, as amended from time to time.

SECTION 21. Reserved.

SECTION 22. Insurance

22.1 i3 Broadband shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain insurance that complies in all respects with Section 427-8 of the City Code, as may be amended from time to time.

22.2 Upon execution of this Agreement, i3 Broadband shall furnish to City certificates of insurance issued by i3 Broadband agent or broker as evidence that policies providing the required coverages, conditions, and limits required by this Agreement and Section 427-8 of the City Code are in full force and effect, which certificates shall be in a form acceptable to the City.

22.3 Upon request, City shall have the right to review, within ten (10) business days following such request, certified copies of any or all of the herein required insurance policies and/or endorsements. Such policies shall be made available for review in McHenry County, Illinois. City shall not be obligated, however, to review same or to advise i3 Broadband of any deficiencies in such policies and endorsements, and such receipt shall not relieve i3 Broadband from, or be

deemed a waiver of City's right to insist on, strict fulfillment of i3 Broadband obligations under this Agreement.

22.4 Copies of the certificates of insurance, policies, and any notices required or permitted to be given under this Section 22 shall be sent to:

City of Crystal Lake
Attn: Risk Management
100 W. Woodstock Street
Crystal Lake, IL 60014

With a Copy to:
City of Crystal Lake
Attn: City Engineer
100 W. Woodstock Street
Crystal Lake, IL 60014

SECTION 23. Indemnity.

23.1 i3 Broadband acknowledges that it is responsible and liable for any and all claims that may arise relating to its Fiber Optic Cable within the public ROW, its use of the ROW and its exercise of its rights under this Agreement directly or through its Contractor(s). To the fullest extent permitted by law, i3 Broadband, shall defend, indemnify and hold harmless the City, and its officials and officers, employees, agents, representatives, and attorneys, individually and collectively, from and against any and all losses, claims, damages, suits, actions, payments, judgments, demands, injuries, expenses, and costs, including but not limited to, reasonable attorney's fees incurred through all appeals (collectively "Claims") arising out of, resulting from, or alleged to have arisen or resulted from the negligent, careless, or wrongful acts, errors, mistakes, omissions, or misconduct of i3 Broadband or its affiliates, employees, agents, representatives, Contractors, or subcontractors in or relating to i3 Broadband's performance of this Agreement including its construction, maintenance, or operation of the Fiber Optic Cables or other facilities; occupancy or use of the ROW or other public property; or providing or offering service over such facilities, whether such actions or omissions are expressly authorized, allowed, or prohibited by this Agreement or the City Code; provided, however, that i3 Broadband indemnity and defense obligations hereunder shall not apply to any Claims arising out of or resulting solely from the City's negligence, misconduct, or breach of this Agreement. This defense and indemnification requirement includes any Claims or amounts arising or recovered under worker's compensation laws or any other law, bylaw, or ordinance, order or decree related to any failure on the part of i3 Broadband, its agents, employees or representatives to fulfill i3 Broadband's obligations under this Agreement, whether resolution of the above Claim(s) proceeds to judgment or not. The provisions of this Section shall survive termination of this Agreement. This Section applies even if the party seeking damages makes a claim against the City or brings a claim against the City based on vicarious liability or nondelegable duty.

23.2 The provisions of Section 23 shall not be dependent or conditioned upon the validity of this Agreement, but shall be and remain a binding right and obligation of the City and i3 Broadband

even if part or all of this Agreement is declared null and void in a legal or administrative proceeding, and such obligation shall survive the expiration or termination of this Agreement. It is the intent of i3 Broadband and the City upon the effective date of this Agreement that this Section serves as a declaration and shall be a binding obligation of and inure to the benefit of i3 Broadband and the City and their respective successors and assigns, if any. Any failure by i3 Broadband to fulfill its obligations under this Section 23 shall be considered a material breach of this Agreement.

23.3 The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this Section.

23.4 To the extent any provision of this Section is not fully enforceable against i3 Broadband for any reason whatsoever, this Section shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law.

## SECTION 24. Limitation of Liability

24.1 The City and its officers, agents, elected or appointed officials, employees, departments, boards and commissions, shall not be liable to i3 Broadband or to its affiliates or customers for any interference with or disruption in the operations of i3 Broadband's Fiber Optic Cable or the provision of services, or for any damages arising out of or materially related to i3 Broadband's use of the ROW, except to the extent of intentional misconduct or gross negligence on the part of the City its officers, agents, elected or appointed officials, employees, departments, boards and commissions.

24.2 i3 Broadband also agrees that it shall have no recourse whatsoever against the City or its officials, boards, commissions, agents or employees for any loss, costs, expense or damages arising out of or materially related to any provision or requirement of the City because of the enforcement of this Agreement.

24.3 i3 Broadband shall assume the risk of, and hereby relinquishes any claim against the City in connection with any final, non-appealable determination by a court of competent jurisdiction that the City lacked the current statutory authority under Illinois law to issue this Agreement.

## SECTION 25. Transferability of Agreement

25.1 This Agreement is personal to i3 Broadband and therefore the rights, privileges and Authorization granted herein shall not be sold, sublet, assigned, conveyed or otherwise transferred, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, sold, conveyed or otherwise transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, except i3 Broadband, either by act of i3 Broadband or operation of law, without the express written consent of the City, which consent shall not be unreasonably withheld or delayed. Prior to any proposed transfer of any kind becoming final, i3 Broadband shall seek the consent of the City to the proposed transfer. Approval by the City to a transfer does not constitute a waiver or release of any of the

rights of the City under the Crystal Lake City Code or this Agreement, whether arising before or after the date of transfer.

25.2 The assignee or transferee as approved by the City shall be equally subject to all the obligations and privileges of this Agreement, including any amendments, which will remain in full effect, as if the assignee or transferee were the original Permittee.

25.3 Any transfer without City's consent shall be void and shall not result in the transferee obtaining any rights or interests in, under or related to this Agreement or any City permit, nor relieve i3 Broadband of its obligations hereunder. City may, in its sole discretion and in addition to all other lawful remedies available to City under this Agreement or otherwise, and in any combination, terminate this Agreement, collect any fees owed from i3 Broadband and/or declare the transfer to be void, all without prejudicing any other right or remedy of City under this Agreement. No cure or grace periods shall apply to transfers or assignments prohibited by this Agreement or to enforcement of any provision of this Agreement against an assignee who did not receive City's consent.

## SECTION 26. No Third Party Beneficiaries

26.1 No person or entity shall be a third party beneficiary to this Agreement or shall have any right or cause of action hereunder. City shall have no liability to third parties for any approval of plans, i3 Broadband construction of improvements, i3 broadband's negligence, i3 Broadband's failure to comply with the provisions of this Agreement (including any absence or inadequacy of insurance required to be carried by i3 Broadband), or otherwise as a result of the existence of this Agreement.

## SECTION 27. Penalties for Violation of Terms

27.1 In the event that i3 Broadband breaches this Agreement, the City may pursue any remedy at law or equity and may withhold any City permits or authorizations until i3 Broadband cures such breach.

27.2 Such remedies are cumulative and may be pursued in the alternative.

## SECTION 28. Revocation/Termination

28.1. Any permit granted pursuant to or in accordance with this Agreement may be revoked and/or terminated prior to its date of expiration as provided in the City Code or for any of the following additional reasons:

> 28.1.1. i3 Broadband fails to comply with the material terms and conditions of this Agreement or applicable law, including but not limited to failing to maintain any insurance, security fund, and/or performance security and fails to correct the same after notice and opportunity to cure.
>
> 28.1.2. i3 Broadband fails to make any payment in the amounts and at the time specified in this Agreement after the appropriate notice.

28.1.3. i3 Broadband ceases doing business in the City.

28.1.4. i3 Broadband fails to provide current, accurate As-Built Drawings or maps showing the location of all Fiber Optic Cables installed or constructed in the City.

28.1.5. i3 Broadband is or becomes insolvent or is a party to a voluntary or involuntary bankruptcy, reorganization, or receivership case or proceeding, makes an assignment for the benefit of creditors, is subject to other actions by creditors that, in the reasonable, good faith opinion of the City, threaten the financial viability of i3 Broadband as a going concern, or if there is any similar action that affects i3 Broadband capability to perform its obligations under this Agreement.

28.1.6. i3 Broadband fails to obtain or maintain any licenses, permits, or other governmental approvals or to timely pay any applicable taxes pertaining to the Fiber Optic Cables or i3 Broadband's use or occupancy of the ROW.

28.1.7. A court has issued an injunction that in any way prevents or restrains i3 Broadband's use of any portion of the ROW and remains in force for a period of at least thirty (30) consecutive days.

28.1.8. i3 Broadband is unable to use any substantial portion of the ROW for a period of thirty (30) consecutive days due to the enactment or enforcement of any law or regulation or because of fire, flood, or other natural disaster or similar casualty.

28.2. If the City determines that i3 Broadband is in material breach of any requirement, term, or provision of this Agreement, the City shall send written notice to i3 Broadband identifying such breach or defect in performance, and i3 Broadband shall have sixty (60) days in which to cure such breach or defect. If i3 Broadband fails to cure the breach or defect in performance within such 60-day period, the City may immediately terminate this Agreement upon written notice to i3 Broadband and pursue any other remedies available pursuant to this Agreement or in law or equity.

28.3 Notwithstanding the notice-and-cure period provided by Section 28.2, the City may terminate this Agreement immediately upon notice to i3 Broadband (without opportunity to cure) if i3 Broadband is in breach of the Agreement: (i) as a result of intentional misconduct or violation of criminal law, (ii) as part of a pattern of repeated and persistent breaches for which i3 Broadband has previously received notice and opportunity to cure; or (iii) in a manner that poses an immediate threat to public health, safety, or welfare as determined by the City,

28.4 i3 Broadband may terminate this Agreement at any time during its term by providing the City with ninety (90) days' written notice and provided that i3 Broadband remove all of its Fiber Optic Cables and related facilities from public property and the ROW in a manner satisfactory to the City Engineer, unless the City agrees in writing to allow i3 Broadband to abandon part or all of its facilities in place. If the City agrees to allow i3 Broadband to abandon its Facilities in place, the ownership of such Facilities, including everything permitted by City to be abandoned in place,



shall transfer to City, and i3 Broadband shall cooperate to execute any documents necessary to accomplish such transfer within thirty (30) days of such allowance of abandonment.

SECTION 29. Reserved.

SECTION 30. Notice

30.1 All notices, which shall or may be given pursuant to this Agreement, shall be in writing and transmitted through the U.S. certified or registered mail, postage prepaid, by means of prepaid private delivery systems, or by facsimile transmission showing a valid delivery receipt if a hard copy of the same is followed by delivery through the U.S. mail or by private delivery systems, addressed as follows:

City of Crystal Lake:

City of Crystal Lake
City Engineer
100 W. Woodstock Street
Crystal Lake, IL 60014
Phone: (815) 459-2020
Fax: (815) 479-1647

With copy to:

City of Crystal Lake
City Manager
100 W. Woodstock Street
Crystal Lake, IL 60014
Phone: (815) 459-2020 Fax: (815) 459-3780

i3 Broadband

Chief Engineer
602 High Point Lane
East Peoria, IL 61611

With copy to (except for invoices):

Meyer Capel, PC
306 W. Church St.
Champaign, IL 61820
Attn: Joseph D. Murphy

30.2 Notices shall be deemed sufficiently given and served upon the other party if delivered by facsimile transmission (provided with respect to facsimile that such transmissions are received on

a business day during normal business hours), the first business day after deposit if sent by private overnight delivery service, and the fifth business day after deposit in U.S. Mail.

30.3 Either party may from time to time designate any other address for this purpose by written notice to the other party in the manner set forth above.

30.4 i3 Broadband shall notify the City within ten (10) business days of any change in mailing address.

## SECTION 31. Governing Law

31.1 It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Illinois, both as to interpretation and performance, without giving effect to its principles of conflicts of laws. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the federal or state courts located within or within the jurisdiction of McHenry County, Illinois.

## SECTION 32. Partial Invalidity

32.1 If any section, paragraph, subdivision, clause, phrase or provision of this Agreement shall be adjudged invalid or unenforceable, or is preempted by federal or state laws or regulations, the same shall not affect the validity of this Agreement as a whole or any part of the provisions of this Agreement other than the part adjudged to be invalid, unenforceable or preempted.

## SECTION 33. No Warranty

33.1 The issuance of any permit or other authorization by the City pursuant to this Agreement is not a representation or warranty, nor shall the City be liable for any damages or injuries that may be sustained as a result of its issuance of any such permit or authorization. i3 Broadband acknowledges and agrees that the City does not warrant the condition or safety or its ROW or the premises surrounding the same, and i3 Broadband hereby assumes all risks or any damage, injury or loss of any nature whatsoever caused by or in connection with the use of any City ROW subject to the provisions of this agreement.

## SECTION 34. Non-Waiver

34.1 i3 Broadband shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

## SECTION 35. Remedies Not Exclusive

35.1 The remedies set forth in this Agreement are not exclusive. Election of one remedy, including assessment of liquidated damages, does not preclude the use of other remedies.

SECTION 36. Force Majeure

36.1 With respect to any provision of this Agreement, the violation or non-compliance of which could result in the imposition of a financial penalty, liquidated damages, forfeiture or other sanction upon i3 Broadband, such violation or non-compliance shall be excused where such violation or non- compliance is the result of acts of God, war, terrorist attack, civil disturbance, strike or other labor unrest, or other events, the occurrence of which was not reasonably foreseeable by i3 Broadband and is beyond its reasonable control.

SECTION 37. Survival of Liability

37.1 All warranties and indemnity obligations of i3 Broadband as provided in this Agreement shall survive termination of this Agreement.

SECTION 38. Complete Agreement

38.1 This Agreement, including any Exhibits which are attached hereto and hereby incorporated into this Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements whether written or oral. This Agreement cannot be modified or amended except in writing signed by both parties.

This Agreement executed this _____ day of April, 2023.

City of Crystal Lake,
An Illinois Municipal Corporation
By: _____
Eric Helm, City Manager Operations

By: _____
_____, City Attorney

ATTEST:

By: _____
Nick Kachiroubas, City Clerk

i3 Broadband LLC
A Delaware limited liability company

By: _____
Clint Streit, Northern District Manager

Attachment A — Route Map within Crystal Lake, IL
Attachment B —Insurance Certificate

Before me, the undersigned Notary Public, on this day personally appeared, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to

be a Northern District Manager of i3 Broadband LLC, a limited liability company, who acknowledged this Acceptance as the free and voluntary act of said corporation for the purposes and consideration therein expressed.

Given under my hand and seal of office this_____day of_____, 20___, at _____.

{SEAL}

_____

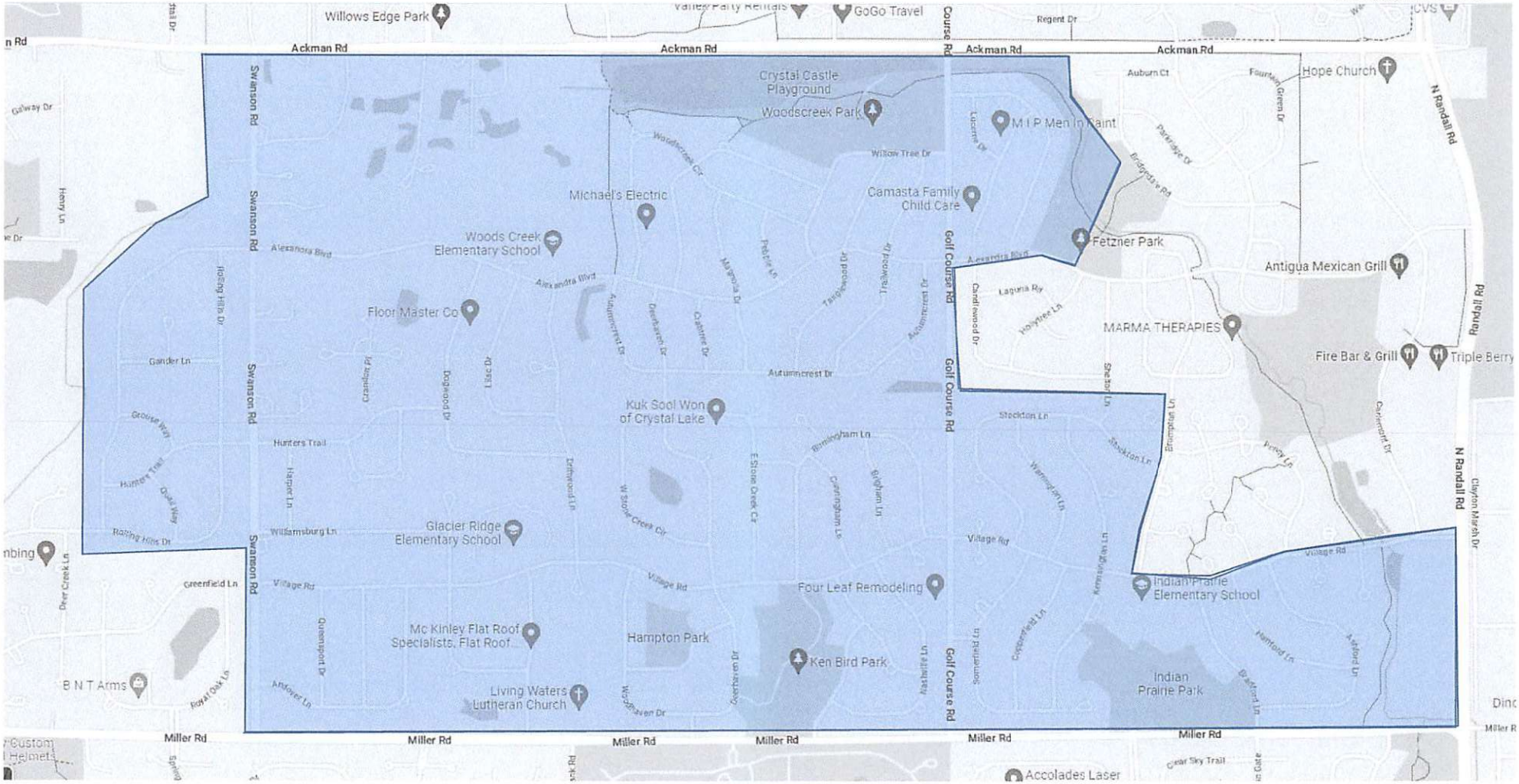
Notary Public

Printed Name:_____

My Commission Expires:

_____

ATTACHMENT A



ATTACHMENT B
Provide Insurance Certificate

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/10/2023

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

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

**PRODUCER**
Kuhl Insurance Agency, Inc.
PO Box 66
Morton IL 61550-0066

License#: 100294559

**CONTACT NAME:** Sandy Miller
**PHONE (A/C, No, Ext):** 3092667300 **FAX (A/C, No):** 309-266-5453
**E-MAIL ADDRESS:** sandy.miller@hubinternational.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Hanover Insurance Company | 22292 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
WH I3B Topco, LLC Dba I3 Broadband
602 High Point Lane
East Peoria IL 61611

ITV-300-01

**COVERAGES** **CERTIFICATE NUMBER:** 1393875730 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☒ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | Y | Y | ZDCH824893-01 | 11/9/2022 | 11/9/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 2,000,000<br>$ 100,000<br>$ 10,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | Y | Y | AWCH824932-01 | 11/9/2022 | 11/9/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED X RETENTION $ 10,000 | Y | Y | UHCH824894-01 | 11/9/2022 | 11/9/2023 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 5,000,000<br>$ 5,000,000<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N [N] N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | WDCH824961-01 | 11/9/2022 | 11/9/2023 | X PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 500,000<br>$ 500,000<br>$ 500,000 |
| A | Professional Liability | Y | Y | LHCH825026-01 | 11/9/2022 | 11/9/2023 | Error and Omission | 1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

City of Crystal Lake
100 W. Woodstock Street
Crystal Lake IL 60014

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

Mike Kuhl

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**Agenda Item No: 16**

# City Council
# Agenda Supplement

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**Meeting Date:** May 2, 2023

**Item:** Proposal Award - Dole Avenue Reconstruction Project Phase III Construction Engineering Services

**Staff Recommendation:** Motion to award the proposal for the Dole Avenue Reconstruction Project Phase III Construction Engineering Services to the most qualified, responsible and responsive proposer, Baxter & Woodman, Inc., and adopt a Resolution authorizing the City Manager to execute an agreement with Baxter & Woodman, Inc. in the amount of $682,390.00 with a 10-percent contingency for changes in scope and approve warranted completion date extensions.

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

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**Background:**
The pavement condition on Dole Avenue continues to deteriorate and the base has reached the end of its useful life as it is over 75 years old. Pavement investigations (cores) revealed base failure in several locations. The project will consist of the full reconstruction of Dole Avenue from the intersection of Lakeshore Drive to the intersection of Crystal Lake Avenue. The work will include new pavement, curb and gutter, sidewalks, and driveway approaches. The existing bike lanes will be retained and the intersection with US 14 widened slightly to carry the bike lanes through the intersection.

The water main, which was installed in the 1920's through 1960's (60 – 100 years old), is shallow compared to other areas of the City and is at the end of its service life. The water main will also be increased in size to improve water flow and fire flows. Existing lead water service lines will be replaced during the project pursuant to City policy. Staff has previously applied to the Illinois Environmental Protection Agency (IEPA) for funding to assist in funding the lead service line replacements. The existing sanitary sewer was lined this year.

The magnitude of this project along with other projects that will be under construction at the same time necessitates the use of an engineering consultant to augment city staff resources. Construction observation will provide oversight, material testing and quality control during the project.

***Consultant Selection Process***

City staff conducted an open solicitation Request for Proposal (RFP) for construction engineering services for the Dole Avenue Reconstruction Project. The Public Works Department followed the City's Purchasing Policy to secure a consulting firm to address this project. The City received proposals from four (4) firms. A staff working group scored the individual proposals based on qualifications. The consultants were evaluated on four qualification factors (scale 1-5 with 5 being the highest.) Based on the results, three firms were identified as most qualified and were requested to submit cost proposals. The three proposals were then ranked based on qualifications and cost to determine which consultant provides the best value for the City. The results of the ranking process are depicted below:

**Dole Avenue Phase III Engineering**

| Proposal Ranking<br>Excellent = 5<br>Very Good = 4<br>Good = 3<br>Acceptable = 2<br>Poor = 1<br>Unacceptable = 0 | Committee's Relative Weight of Importance | Baxter and Woodman | | Christopher Burke | | CKL | | GSG | |
|---|---|---|---|---|---|---|---|---|---|
| Criteria | (1-10) | Rating (0-5) | Rating Weighted | Rating (0-5) | Rating Weighted | Rating (0-5) | Rating Weighted | Rating (0-5) | Rating Weighted |
| identify key aspects of the project and not submit a generic approach? | 6 | 3.0 | 18.00 | 3.7 | 22.00 | 1.3 | 8.00 | 3.3 | 20.00 |
| Lead Inspector / RE demonstrated experience and relevant municipal experience in project examples. | 10 | 4.0 | 40.00 | 4.0 | 40.00 | 2.0 | 20.00 | 4.0 | 40.00 |
| Project supporting team and firm examples are pertinent and aligned with the proposed scope. | 8 | 3.7 | 29.33 | 3.7 | 29.33 | 2.3 | 18.67 | 2.3 | 18.67 |
| Proposal hours demonstrated understanding of inspection and documentation effort required for this project. | 8 | 4.0 | 32.00 | 4.0 | 32.00 | 1.3 | 10.67 | 2.3 | 18.67 |
| Total Weighted Rating | 32 | | 119.33 | | 123.33 | | 57.33 | | 97.33 |
| PROPOSAL RANKING | | 3.73 | | 3.85 | | 1.79 | | 3.04 | |
| **Total Cost** | | $682,390.00 | | $831,074 | | | | $864,269 | |
| Relative Cost Ranking (Formula )<br>(2.5 = avg. cost, points awarded/deducted for fee compared to avg)<br>Avg. cost = $844,433 | | 2.85 | | 2.38 | | | | 2.27 | |
| TOTAL VALUE RANKING = | | 3.29 | | 3.12 | | | | 2.66 | |

## Recommendation:

This contract is being presented pursuant to a request for proposal (RFP) process. Under such process, the contract is to be awarded to the vendor whose proposal "will be the most advantageous to the City." The City staff has reviewed the various proposals received, and determined that the recommended contractor is the most well-suited for the project.

Based upon a review of the RFP requirements, qualifications, and cost, Baxter & Woodman, Inc. is the most responsible and responsive proposer for the Construction Engineering Services for the Dole Avenue Reconstruction Project. Staff has satisfactorily worked with Baxter & Woodman in the past and they have a good reputation within the industry.

Funds have been budgeted for this work.

## Votes Required to Pass:

Simple Majority.

# RESOLUTION

**WHEREAS,** the CITY OF CRYSTAL LAKE has identified the need to reconstruct Dole Avenue and concurrently replace the existing water main to improve service and system reliability; and

**WHEREAS** in order to ensure the project is constructed to proper engineering standards consulting construction engineering services are required to augment staff resources; and

**WHEREAS** the CITY OF CRYSTAL LAKE received proposals for the Dole Avenue Reconstruction Project Phase III Construction Engineering Services on March 7, 2023; and

**WHEREAS** the most qualified, responsible, and responsive proposer was Baxter & Woodman, Inc. of Crystal Lake, Illinois;

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

**BE IT FURTHER RESOLVED** that the City Manager is authorized to execute an agreement between the CITY OF CRYSTAL LAKE and Baxter & Woodman, Inc. for Construction Engineering Services associated with the Dole Avenue Reconstruction Project - Phase III in the amount of $682,390.00; and

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

Draft

**DATED** this 2nd day of May, 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: May 2, 2023
APPROVED: May 2, 2023

Draft

**Agenda Item No: 17**

# City Council
# Agenda Supplement

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**Meeting Date:** May 2, 2023

**Item:** Donation for 2023 Independence Day Fireworks Show

**Staff Recommendation:**

1) A motion adopting a Resolution authorizing the City Manager to accept two donations, each in the amount of $15,000 designated for the expansion of the 2023 Independence Day Fireworks Show, per City Code Chapter 102.

2) A motion adopting a Resolution authorizing the City Manager to execute a contract amendment with American Fireworks for an additional amount of $30,000, with a total contract price of $60,000 for the 2023 Independence Day Fireworks Show and a corresponding Budget Amendment to increase the budgeted amount for the 2023 fireworks display to $60,000 for fiscal year 23/24 and authorizing the City Manager to approve up to 10 percent in justifiable contract amendments from a contingency allowance.

**Staff Contact:** Nicholas Hammonds, Assistant City Manager
Paul DeRaedt, Fire Rescue Chief

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## Background:

***2023 Independence Day Fireworks Display and Donations***

Two individuals, who wish to remain anonymous, have each offered to donate $15,000 to expand the 2023 show beyond the original $30,000 display. As the City Council may recall, in 2017, 2018, 2019, 2021 and 2022, the City also received donations to expand the show. These donations will allow the City to further increase the size and intensity of the show. Chapter 102 of the City Code establishes a formal process for the acceptance and documentation of donations made to the City; therefore, City staff recommends that these donations be formally accepted by the City and designated toward the expansion of the fireworks show.

***Fireworks Show Expansion***

Due to the donations, City staff proposes to expand the 2023 show from the original Fiscal Year 23/24 budgeted amount to $60,000. The City's amount spent on the 2023 fireworks show will not increase from what was spent in 2022. The fireworks vendor, American Fireworks, was approved by the City Council at the February 21, 2023 City Council meeting. The vendor's

proposal for the expansion of the show will be comparable to the 2022 show. The fireworks display will be located on the lake, as has been done in past years, with the display shells mounted to a floating platform. The Fire Rescue Department will be the lead City agency coordinating the contractor's activities.

The assembly of the show will take place near the center of the lake so that nearby roads can be reopened to traffic. "No wake" restrictions on the lake are in effect during the entire time the fireworks are on site. The City will coordinate the tow of the floating platform. The Fire Rescue Department will assign one of its members to transport the fireworks vendor to and from the shore during the course of the day as needed. The Crystal Lake Park District and the Fire Rescue Department will maintain a safe perimeter between the floating platform and boaters and swimmers during set up and the show.

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

Res. 23R-

**RESOLUTION**

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager be and is hereby authorized to accept two donations designated for the 2023 Independence Day fireworks show each in the amount of $15,000 and to execute appropriate documents therefor.

DATED this 2nd day of May, 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: May 2, 2023
APPROVED: May 2, 2023

Draft

Res. 23R-

**RESOLUTION**

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager be and is hereby authorized and directed to take necessary and appropriate actions to increase the July 2, 2023 Independence Day Fireworks Display to be provided by American Fireworks from $30,000 to $60,000. The City Manager is additionally authorized to approve up to 10 percent in justifiable contract amendments from a contingency allowance.

BE IT FURTHER RESOLVED, that a corresponding budget amendment is also approved to increase the budgeted amount for fiscal year 2023/2024 for the 2023 fireworks display to $60,000.

DATED this 2nd day of May, 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: May 3, 2023
APPROVED: May 3, 2023

Draft

**Agenda Item No: 18**

# City Council
# Agenda Supplement

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**Meeting Date:** May 2, 2023

**Item:** Outdoor seating at various locations on public property

**Recommendation:** Discussion Only

**Staff Contact:** Kathryn Cowlin, Director of Community Development
Heather Maieritsch, Economic Development Manager

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## Background:

At the April 5, 2022 City Council meeting, the Council approved outdoor seating at various locations on public property. At the time of the approval, the Council requested to review the program after one year of the outdoor seating areas being in use.

Permanent outdoor seating on private and public property is permitted with a Limited Use Permit per the Unified Development Ordinance. Staff has the authority to approve outdoor seating on private property and City Council must approve outdoor seating on public property.

The following businesses listed below received approval for the outdoor seating on public property.

| Business | Location | Use of Public or Private Property | Number of Tables/Chairs |
|---|---|---|---|
| Grounds Coffee Bar | 89 N. Williams St | Public | 6 tables / 12 seats |
| Carlos Pancake House | 83 N. Williams St | Public | 4 tables / 16 seats |
| Café Olympic | 90 N. Williams St | Public | 10 tables / 36 chairs |
| Aroma Café | 77 E. Woodstock St | Public | 3 tables / 6 chairs |
| Jude's | 19 N. Williams St | Public | 5 tables/ 10 seats |

| | | | |
|---|---|---|---|
| Cantina 52 | 52 Brink St | Public | 6 tables |
| Vine & Plate | 414 W. Virginia St | Public | 5 tables / 14 chairs |

As part of the City Council approval, each business listed above was required to comply with the following requirements.

1. Approved plans, reflecting staff recommendations, as approved by the City Council:
    a. Application for each location
    b. Site Plan for each location

2. The food service use owner/operator is responsible for maintaining the sidewalk seating in a clean, neat, orderly, and safe condition. All debris and litter must be removed daily. Private trash containers in the sidewalk seating area are prohibited. Public sidewalk trash containers cannot be used by restaurant staff as a means of disposing of table waste generated by restaurant patrons.

3. The applicant must provide the City with a certificate of insurance, naming the City as an additional insured annually.

4. A clear pathway of 36" must be maintained to allow use of the public sidewalk between the sidewalk seating area and the edge of curb.

5. The noise emanating from any open unroofed area shall not violate any of the provisions of the City Code of Ordinances pertaining to noise.

6. The City reserves the right to withdraw the authority to utilize the public sidewalk at any time, with or without cause, upon a motion having been made, seconded and approved by the City Council.

7. The applicant must execute an agreement to indemnify and defend the City of Crystal Lake, and its elected and appointed officials and employees from and against any claims for personal injury or property damage, arising out of or in any manner connected with the use of the public sidewalk authorized by this Ordinance, in such form as may be approved by the City Attorney.

8. This approval shall be reviewed by the City Council one year from the approval date.

## Analysis:

Since the April 5, 2022 approval of the permanent outdoor seating the City has only received a few concerns regarding the outdoor seating in the downtown Crystal Lake. The concerns were about the area at the corner Williams Street and Woodstock Street and the 36-inch clear pathway. The seating area maintains a 36-inch clear pathway around the exterior of the landscape planters and the curb. Café Olympic utilizes the corner for the outdoor seating. In response, the City had

Café Olympic remove the ropes around the seating area to provide a second means of egress. Whenever the City received a complaint, an inspector was sent out and the location has remained in compliance with the 36-inch clear pathway requirement. There have not been any other complaints regarding the outdoor seating areas on the public right-of-way.

The City has also received positive feedback from the community. Many have expressed that the outdoor seating brings life to the Downtown and community. While outdoor seating was always allowed through the Limited Use Permit process as outlined in the UDO, the pandemic forced the community to go outdoors. This is a trend that is here to stay and the City looks forward to working with more restaurants seeking to provide outdoor seating.

**Votes Required to Pass:** Discussion Only

**Agenda Item No: 19**

# City Council
# Agenda Supplement

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**Meeting Date:** May 2, 2023

**Item:** Lead Service Replacement Policy for City Capital Projects

**Staff Recommendation:** Council discretion to recommend funding requirements for the private portion of lead service lines as part of a City initiated water main replacement project:

Option 1: 100% City Cost as part of project
Option 2: 100% Property Owner Cost (unless IEPA funding available)
Option 3: Cost Sharing (50% City, 50% homeowner or other percentage)

**Council Discretion:** Motion to approve the attached Resolution for the Dole Avenue Reconstruction Project based on one of the above referenced funding options.

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

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**Background:**
Lead in drinking water is a public health concern. After the Flint Michigan water crisis, attention is being focused on lead in drinking both water locally and nationally. Lead is not naturally occurring in drinking water but it can infiltrate into potable water through lead pipes, lead in pipe connections (lead solder in copper pipes) and lead in fixtures (faucets). The City of Crystal Lake does not have any lead water mains. Nevertheless, service lines (the pipes between the water main and the building's water meter) that provide City water to a building and the internal plumbing and plumbing fixtures (faucets) may contain lead. City investigations to date reveal that approximately 2,000 service lines in the City may contain lead.

In the Lead Service Line Replacement and Notification Act (Public Act 102-613), the Illinois General Assembly has declared that "*for the general health, safety and welfare of its residents . . . all lead service lines in Illinois should be disconnected from the drinking water supply, and the State's drinking water supply.*" In addition, the Illinois Department of Public Health has concluded through studies that partial lead service line replacements can increase the amount of

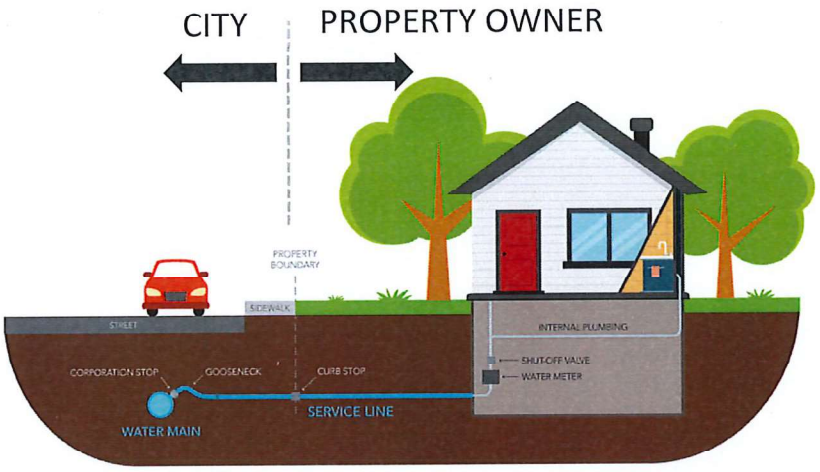
lead in a building's drinking water. Following partial repair, lead levels increase as construction activities such as digging and cutting release particulate lead.

The mandates of PA 102-613 took effect in January 2022 without an identified funding source or funding policies. This and other administrative requirements have been left to be determined at a later date. Evolving guidance and requirements from the Illinois Environmental Protection Agency (IEPA) have made it impossible to accurately predict what levels of funding will be available and whether that funding will be consistent year-to-year. Therefore, it is currently impossible at this time to provide certainty and ensure equity to all residents on funding for the replacement of lead service lines. This will likely not be resolved this year.

***Current Water Service Line Ownership Policy***

Water is provided to a building via a service line that runs between the City's water main and the water meter in a building. There is a valve on the service line near the property line that is called a curb-stop. The curb stop allows the City to shut off the water flowing from the main to a house.

In the City of Crystal Lake, the portion of the service line between the water main and the curb stop is the responsibility of the City. The remaining portion, from the curb stop into the house is the property owner's responsibility (repair and replacement.)




***Enactment of the Lead Service Line Replacement and Notification Act (Public Act 102-613) Effective January 1, 2022***

Public Act (P.A.) 102-613 mandates public water suppliers to identify and replace lead service lines (LSL). The Act has two different mandates for replacement:

1) Replacement of the LSL required when there is a disturbance to a LSL (water main project or emergency repair). Replacement must take place between 30 and 120 days depending on circumstances.
2) Required replacement of all LSL's starting in 2027 and then continuing for a number years depending on how many lead service lines are present in a community. For Crystal Lake

(approximately 2,000 lead service lines), the City will have to replace no less than 6% of the lines annually and have all lines replaced in 17 years (2034).

A property owner can refuse replacement of their line but the Act calls for the water supplier to request the owner to sign a waiver in such cases. The Act also is silent on who pays for the private side of the service line unless the State is providing 100% of the funding for a project. If the State is providing 100% funding, the private side must be replaced at no cost to the building owner.

## Capital Water Main Projects: Main Street/IL 176 and Dole Avenue Reconstruction

As stated previously, the Act requires the replacement of the LSL when there is a disturbance to it (water main project or emergency repair). Capital projects take years of planning and require outside agency approvals (IDOT, IEPA, etc.) prior to advertising for bids and award of a contract. Two pending City projects started before enactment of PA 102-613 and both involve water main replacement with lead service lines.

- ***North Main Street/ IL 176 Project (2016 – 2022):*** The North Main Street/IL 176 project started in 2016 and the final engineering was submitted to IDOT August of 2021. The Illinois Environmental Protection Agency water main permit was submitted in April 2021 and a permit was issued on August 20, 2021. The project was bid out and awarded by IDOT on December 3, 2021. ***These approvals and permits were received prior to the effective date of PA 102-613.***

  Upon enactment of PA 102-613 the City inquired about the water main portion of the project (permit issued prior to enactment of the new regulations) and was informed that IEPA would require the project to meet the new requirements even though the permit was issued prior to the Act (e.g., the project would not be grandfathered in).

  At the time PA 102-613 was enacted, the IEPA was proposing full funding for the replacement of lead services lines (public and private portions of the service line). Some municipalities were being approved for up to $4 million dollars through the State Revolving Loan Fund (SRF) with full forgiveness of the loan if it was used for lead service line replacement. At that time the City was pursuing the necessary engineering and planning requirements to be eligible for this IEPA funding for future projects. To avoid cancelling the North Main Street/IL 176 contract (and bear financial penalties) and avoid potential inequity between the residents in the project limits (require residents to pay for private portion) and future lead service line replacement (full IEPA funding), the City moved forward with funding both the private and public side of the service line as part of the North Main Street/ IL 176 project. A lead service line replacement contract for the project was awarded on May 3, 2022. The contract included 100% funding of the private side of the service line. A total of 38 service lines were replaced for this project.

- ***Dole Avenue Reconstruction Project (2021 – 2024):*** On June 15, 2021 the City Council awarded a contract for design services for the Dole Avenue Reconstruction project. This project includes replacement of the aging and shallow water main and will affect 11-16 homes having a private-side lead service line. As communicated to the City Council, since completion of the North Main Street/IL 176 project, IEPA has recently indicated that the

$4 million in loan funding with forgiveness to municipalities will likely no longer be available, and new funding criteria are being developed. The City will be notified in late June of 2023 if it will be awarded funding, and what the terms (low interest, loan forgiveness, partial loan forgiveness, etc.) will be.

**Capital Projects Discussion:**

Because P.A. 102-613 is silent about apportioning costs for replacing the private side of a lead service line (except in cases where the City is receiving State funding under the Act), City staff seeks direction on how to allocate LSL replacement costs for the upcoming Dole Avenue Project.

As noted above, the North Main Street/ IL 176 project was approved, permitted and a construction contract awarded prior to the P.A. 102-613 effective date and prior to IEPA indicating that funding for lead service lines was going to be reduced or additional requirements added (income levels). The Dole Avenue project is scheduled to be advertised for bids this month (May 2023) with construction to start in late summer. The City expects to be notified in June if IEPA funding will be available for replacement of LSL's and at what level. Without greater certainty, the City will need to determine (i) whether to include lead service line replacement work as part of the Dole Avenue project, and (ii) if so, the manner in which those replacement costs will be allocated.

City Staff has surveyed multiple communities to better understand how other municipalities are paying for LSL replacements ***outside of the IEPA LSL replacement mandate.*** These programs are focused on municipality initiated projects or homeowner initiated service line replacement. Staff has found that some communities are paying 100% while others are paying 0% of the private side LSL. Communities with a small number of lead service lines appear to be more inclined to fund 100% of the private side. Some communities are offering a cost share of 50% up to a certain dollar amount when replacement is required due to a City repair or CIP project. Many municipalities are offering a matching program for homeowner-initiated service line replacement. The results of the survey are depicted in the table below:

| Community | Total number of verified LSL's plus unknown material service lines[1] | Cost Share (outside of IEPA Mandate) |
|---|---|---|
| Crystal Lake | 2,000 | TBD |
| McHenry | 669 | 100% Municipality |
| Huntley | 15 | 100% Municipality |
| Algonquin | 420 | 100% Municipality |
| Woodstock | 4,670 | Policy under review |
| Fox River Grove | 131 | 0% Municipality |
| Winnetka | 1,251 | 50% Municipality $5,000 limit |
| Glencoe | 665 | 50% Municipality $10,000 limit |
| Brookfield | 3,967 | 0% Municipality |
| Geneva | 900 | 100% Municipality $6,500 limit |
| Libertyville | 2,407 | 50% Municipality $2,500 limit |

[1]From IEPA website. IEPA reporting requirements differentiate between lead services lines that have been physically verified in a home and suspected lead lines that fall into the category of "unknown material type" which may be lead or other materials.

Although the City can separate the LSL replacement from the Dole Avenue project, doing so will likely result in greater disruption in that neighborhood and increased costs. Even if the LSL replacement work is incorporated into the Dole Avenue project, Council direction is needed on the manner for funding the cost of replacing the private side of the lead service lines for the Dole Avenue project. Importantly, although the Dole Avenue project may provide a model for how the City handles LSL replacement for future CIP projects, *the circumstances leading up to the Dole Avenue project are sufficiently unique that this project need not serve as a precedent for the City's handling of LSL replacements for future CIP projects.*

In considering how to approach the Dole Avenue project, three basic options should be considered by the City Council:

**Option 1: 100% City Cost**

- McHenry, Algonquin, Huntley currently fund 100%. They have a smaller number of lead service lines.

- There are between 11and 16 homes with lead service lines on Dole Avenue. At a cost of approximately $12,000 each, total cost to replace the lines could be between $132,000 and $192,000. The estimated cost of Dole Avenue is $6.79 million. The additional $132,000 - $192,000 is a 2.8% increase in the project cost.

- Since the City is disrupting the water service (cutting and disturbance of lead line that can increase lead levels in the home) from the water main work (and not exclusively service line work) one could argue the City is increasing the risk of higher lead levels in the home as a direct result of the water main project.

- While a homeowner can waive replacement, the IEPA has not determined if a municipality will have to revisit properties with a waiver at some point in the future. The current statutory language states that municipalities must replace *all lead service lines.* It remains to be seen if the interpretation of this mandate will be *all service lines minus those that have signed a waiver.* Funding 100% on Dole Avenue will mean there are 11-16 fewer services that need replacement in the future.

- An argument against the City funding 100% is that the homeowner has an existing lead service line and will benefit financially by not having to disclose a lead service line when the property is sold (100% private benefit).

- Another argument against the City funding 100% City funding is that, if the City ultimately does not fund all LSL replacements, it could be perceived as inequitable to fund replacement of service lines on a capital project and then require residents fund 100% or a portion thereof just because they were not a part of a water main project. [Note, however, that, because work on the Dole Avenue project started *before* the enactment of P.A. 102-613, this particular project can be differentiated from all future water CIP projects.]

**Option 2: 100% Property Owner Cost**

- Municipalities with a larger number of potential lead service lines are currently cost sharing as part of a capital project or if the homeowner independently wants to replace the entire line.

- An argument for the homeowner funding the entire cost is they have an existing lead service line and has a risk now. The homeowner will benefit in the future from not having to disclose a lead service line when the property is sold (100% private benefit.) The City could create individual Special Service Areas (SSA's) to spread the homeowner's cost out over time (10 years would be $600 per year). Creating an SSA for Dole Avenue would require the LSL work to potentially lag the first phase of the project because of the time to implement an SSA. These homeowners would have to initially sign a waiver, then have the service line replaced under the SSA program in 2024.

- Homeowners may opt to sign a waiver ***and not replace the line*** due to the cost. The IEPA has not determined, however, whether a municipality will have to revisit properties with a waiver at some point in the future. The current language in the P.A. states that municipalities must replace *all lead service lines.* It remains to be seen if the interpretation of this mandate will be *all service lines minus those that have signed a waiver.* As a result, securing a waiver may not *avoid* the LSL replacement cost, it may just delay it.

- Another argument against requiring the homeowner to fund 100% is that the City is disrupting the water service (cutting and disturbance of lead line that may increase lead levels in the home) and is therefore increasing the risk of higher lead levels in the home as part of the water main project as opposed to a service line project.)

**Option 3: Cost Sharing**

- Some municipalities are sharing costs of the private side of the service (typically 50% of eligible costs up to a maximum dollar amount.) They are cost sharing on public projects (water main) or offering a reimbursement if a homeowner independently takes on replacing their service.

- Arguments supporting this option are that there are benefits to both the homeowner and the City. The homeowner benefits by eliminate the potential risk posed by having a lead service line. The City benefits by hopefully having a larger share of residents participate in the program as opposed to the 100% private option.

- Cost sharing requires the homeowner to pay as part of the project (cash up front) or the City could create individual Special Service Areas (SSA's) to spread the homeowner's cost out over time (10 years would be $600 per year). With respect to the Dole Avenue project, however, the timing of the work likely will not be sufficient to establish a SSA before the work starts this fall. These homeowners would initially have to sign a waiver, then have the service line replaced under a separate construction project as part of the SSA program in 2024.

As noted, the Council's choice among the foregoing options with respect to the ***Dole Avenue project need not be the model for all future CIP Projects that involve LSL replacement.*** As such, the Council can make a decision regarding the Dole Avenue project and formulate a different policy approach for future CIP projects.

**Emergency Repairs: Recommend 100% City Cost**

Emergency repairs affecting lead service lines occur infrequently (two to three times per year). Because of their emergency nature (no advance notice), staff is recommending that the City replace the entire service line (public and private) as part of any emergency work. The fiscal impact of the emergency work is estimated at $14,000 - $21,000 per year and can be absorbed into the Public Works Water and Sewer Division operating budget.

**Future Lead Service Line Replacement Projects Discussion:**

Because the history of the Dole Avenue project predates P.A. 102-613, it is plainly distinguishable from any future water main projects undertaken by the City. Thus, irrespective of the City Council's direction regarding the Dole Avenue project, the City Council can revisit the issue of how to allocate costs for LSL replacements for future capital water main projects, and in doing so Dole Avenue does not have to be regarded as a prior policy precedent.

Regarding future capital water main construction projects, there could certainly be justification in treating the funding for the replacement of private LSL differently than the funding of replacement LSLs unrelated to a capital project. The primary reason to treat water main projects independently is that the City is disrupting the water service (cutting and disturbance of lead line that can cause lead levels to increase in the home).

In contrast, for the mandated service line replacements that must start by 2027 under P.A. 102-613, the City is not causing the service line disruption as part of a separate project. Rather, although replacing private LSLs is required, the City is ***not*** required to bear the cost thereof (that is, the City can charge back any costs of private LSL replacements to private owners). To put some perspective on the LSL replacement costs, starting no later than 2027, the City will be mandated to start replacing lead service lines at a rate of no less than 6% of the lead service lines each year for 17 years. With approximately 2,000 lead service lines, the City will have to replace at least 120 service lines each year at an annual cost of approximately $1.44 million each year for 17 years (approximately $24 million in total in today's dollars).

The communities surveyed for funding policies for lead service lines have not developed definitive policies on funding of the private side of the service line as part of the overall IEPA mandate. Most, like Crystal Lake, are waiting on state and federal funding levels and funding requirements to make this determination.

Realizing that the IEPA funding may already be reduced or additional requirements added, the City is being proactive in applying for funds in the hopes that loan forgiveness will be available at some level in the near term. As noted above, however, because of uncertainty regarding State funding, it will be impossible to guarantee equity to residents at this time. What is more certain is the magnitude of the cost, and that is something for which the City can begin to plan.

Staff is not recommending that the Council set a policy for the private LSL replacement cost allocation at this time, however. Instead, the City staff recommends a separate City Council

discussion on the lead service line replacement program (unrelated to water main projects) be held in the future. Hopefully IEPA or the State will have more clarity on the funding levels and requirements for lead service lines.

**Recommendation:**
Direction is requested from the City Council for the Dole Avenue reconstruction project.

**Votes Required to Pass:**
Simple Majority

Res. No. _____
File No. _____

**The City of Crystal Lake**

**RESOLUTION AUTHORIZING INCLUSION OF LEAD SERVICE LINE REPLACEMENT WORK AS PART OF THE DOLE AVENUE WATER MAIN PROJECT**

**WHEREAS**, the City of Crystal Lake (the "***City***") has included a water main replacement project along Dole Avenue (the "***Project***") in its capital improvement plan, and in furtherance of such plan authorized design engineering in June 2021; and

**WHEREAS,** effective January 1, 2022, the Illinois General Assembly enacted the Lead Service Line Replacement and Notification Act (P.A. 102-613)(the "***LSL Act***"), which calls for the replacement of water service lines containing lead in furtherance of the public health; and

**WHEREAS,** to protect the health and safety of property owners and occupants with lead service lines that will be impacted by the Project, and to ensure that the Project conforms with the LSL Act, the City Council of the City has determined that it is necessary and appropriate to include as part of the bid specifications for the Project or as a separate project constructed in parallel, the replacement of lead service lines (public and private) along the portion of Dole Avenue impacted by the Project; and

**WHEREAS,** the City Council has further determined that the costs associated with the replacement of private lead service lines to be included as part of the Project shall be allocated ***[fully to the City as a project cost][fully to the owner of the private property with the lead service line][equally between the City and the private property owner with the lead service line]***;

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, McHENRY COUNTY, ILLINOIS, AS FOLLOWS:**

SECTION I: The foregoing recitals are incorporated as though fully set forth herein.

SECTION II: The City Manager or the Manager's designee is hereby authorized and directed to include as part of the bid specifications for the Project, or as separate project constructed in parallel, the replacement of lead service lines (public and private) along the portion of Dole Avenue impacted by the Project.

SECTION III: In connection with the Project, it is the intent of the City to allocate the costs

Draft

for replacement of any private lead service lines ***[fully to the City as a project cost][fully to the owner of the private property with the lead service line][equally between the City and the private property owner with the lead service line].*** The City Manager shall develop any appropriate mechanisms to effectuate such intent.

SECTION IV: This Resolution shall be in full force and effect from and after its passage, approval, and publication as provided by law.

AYES:

NAYS:

ABSENT:

PASSED this 2nd day of May, 2023.

APPROVED this this 2nd day of May, 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, Mayor

SEAL

ATTEST:

_____
Nick Kachiroubas, City Clerk

Passed: May 2, 2023
Approved: May 2, 2023

Draft