CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING

City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
July 18, 2023
7:00 p.m.

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Approval of Minutes – April 11, 2023 Budget Workshop Meeting and June 20, 2023 Regular City Council Meeting**

5. **Accounts Payable**

6. **Public Presentation**
   The public is invited to make an issue oriented comment on any matter of public concern not otherwise on the agenda. The public comment may be no longer than 5 minutes in duration. Interrogation of the City staff, Mayor or City Council will not be allowed at this time, nor will any comment from the Council. Personal invectives against City staff or elected officials are not permitted.

7. **Mayor's Report**

8. **City Council Reports**

9. **Consent Agenda**
   a. **Payment of Illinois Environmental Protection Agency (IEPA) Annual National Pollution Discharge Elimination System (NPDES) Permit Fees Under Protest**
   b. **County Zoning Request – 5615 Hamilton Road, Woodstock, Illinois**
   c. **Second Amendment to the Master Purchase and Sale Agreement for the Crystal Lake Depot Train Station and Surrounding Property at 70-88 E. Woodstock Street**
   d. **Ordinance authorizing a transition to a calendar fiscal year for the City of Crystal Lake and amending the City Code in regard to the City's Fiscal Year**

10. **Class 16 Temporary Liquor License Request - Girls on the Run of NWIL**

11. **230 Florence Street – Rezoning from O Office to R-3A Two-Family Residential**

12. **Bid Award – Police Directed Towing Services**

13. **Bid Award – Fire Turnout Gear**

14. **Proposal Award – Printing, Labeling and Mailing of the City Newsletter**

15. **Proposal Award – Three Oaks Recreation Area Playground Surface Removal and Replacement**

16. **Bid Award – City Hall Heating, Ventilation and Air Conditioning (HVAC) Upgrades**

17. Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and authorization to enter into a contract with Municipal Well & Pump for emergency rehabilitation work on Well 14

18. Bid Award – Construction of new Deep Well 19

19. Bid Award – Sanitary Sewer Pump Station No. 12 (380 E. Terra Cotta Avenue) Generator and Transfer Switch Replacement Project

20. Contract Extension – Rock Salt for Snow and Ice Control

21. Ambulance Purchase

22. Intergovernmental Agreement between Crystal Lake Consolidated School District 47 and the Crystal Lake Police Department

23. 2022-2026 Collective Bargaining Agreement between the City of Crystal and the Crystal Lake Professional Firefighters Association Local #3926

24. Council Inquiries and Requests

25. 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

26. Reconvene to Regular Session

27. Adjourn

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

Agenda Item No: 9a

City Council
Agenda Supplement

Meeting Date: July 18, 2023

Item: Payment of Illinois Environmental Protection Agency (IEPA) Annual National Pollution Discharge Elimination System (NPDES) Permit Fees under Protest

Staff Recommendation: Motion to adopt a Resolution authorizing payment in the amount of $48,500.00, for annual NPDES permit fees under protest.

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

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Background:
As part of the State of Illinois' adoption of its annual budget in 2003 and its efforts to overcome a budget deficit, unprecedented annual fees were established for holders of National Pollution Discharge Elimination System (NPDES) Permits. These permits, which regulate the operation and discharges of the City's wastewater and storm water systems, are required under the Clean Water Act and are issued by the IEPA. Operation of wastewater and storm water facilities in violation of the permit requirements, or without a permit, constitutes violations of the Clean Water Act and the State of Illinois compiled statutes relative to Water Pollution Control. Violators are subject to civil and criminal prosecution. The fees were previously "justified" by the Governor and Legislature as being needed to fund the IEPA and its oversight of NPDES holders' operations, which have, prior to 2003, been funded without permit fees other than new water and sewer extension permit application fees.

The annual permit fees are for the wastewater plants are based on design average flows (DAF). The permit fees for Wastewater Treatment Plant 2 and 3 are $30,000 and $15,000 respectively. In addition to these fees, a fee of $2,500.00 per year is assessed for our Sludge Generator Land Application permit and the storm sewer system (MS4) permit fee is $1,000.

These NDPES permit fees were unforeseen and not publicized and were, therefore, unbudgeted when first implemented in 2003, but have been budgeted items in subsequent fiscal years. The fees were established within the State of Illinois' FY2004 Budget Implementation Act and became effective July 1, 2003 and, in spite of intense political rhetoric, have not been repealed or

modified. The City Council has voted to pay these fees under protest since 2003. The City has been assessed a total of $970,000.00 in NPDES fees since 2003.

The IEPA website includes the statement that failure to pay the required fees will result in referral to the Attorney General's office for "prosecution as provided for within the act".

Attached for consideration is a resolution authorizing payment of the NPDES Permit Fees in the amount invoiced, totaling $48,500.00.

Votes Required to Pass:
Simple Majority

RESOLUTION

WHEREAS the City of Crystal Lake is required to obtain National Pollution Discharge Elimination System Permits (NPDES Permits) from the State of Illinois through the Illinois Environmental Protection Agency (IEPA); and

WHEREAS the fees imposed by the State increased substantially in 2003 to assist in balancing the State's budget; and

WHEREAS these fees take funding away that would otherwise be utilized for water, sewer and wastewater infrastructure projects and operations; and

WHEREAS the City has paid $970,000.00 in fees since 2003;

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is authorized to issue payment under protest in the amount of $48,500.00 for annual NPDES permit fees to the State of Illinois.

DATED this 18th day of July, 2023.

Draft

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

_____

Haig Haleblian, MAYOR

SEAL

ATTEST

_____

Nick Kachiroubas, CITY CLERK

Passed: July 18, 2023
Approved: July 18, 2023

Draft

Illinois Environmental Protection Agency
Division of Water Pollution Control
1021 North Grand Avenue East
Springfield, IL 62794-9276

RECEIVED
JUL 06 2023
BY:

CITY OF CRYSTAL LAKE-PLANT 2
Accounts Payable
PO BOX 597
CRYSTAL LAKE, IL 60039

Account
Invoice - First Notice

Account Information

Account Number	IL0028282 (A)
Facility Address	1100 Coventry Lane Crystal Lake, IL 60014
IEPA Program	**Annual NPDES Fee**
Service Period	July 1, 2023 to June 30, 2024
Billing Date	Thu June 29, 2023
Due Date	**Tue August 15, 2023**

Annual NPDES Bill

FY-2024 Billing (Sludge Generator)	$2,500.00
FY-2024 Billing (Domestic Sewage (>=5.0 & <10.0 MGD))	$30,000.00
Amount Due	**$32,500.00**

Other Information/Messages

Questions. Please direct any technical/permit questions to the Permit Section at (217) 782-0610. Questions about the amount of your fee should be e-mailed to: **epa.npdesfees@illinois.gov** See also the Frequently Asked Questions area at https://www2.illinois.gov/epa/topics/forms/fees/Pages/npdes.aspx.

Authorized for Payment

- See Reverse Side for Additional Important Information

By:_____

Date:_____

Acct #:_____

Cut Here

Payment
Remittance Stub

Return bottom portion with a check made payable to Illinois EPA
Mail to Illinois EPA, Fiscal Services #2, P.O. Box 19276, Springfield IL 62794
Online Payment Option: https://magic.collectorsolutions.com/magic-ui/Login/illinois-epa

Account Information

Acct. Number	IL0028282 (A)
Acct. Name	CITY OF CRYSTAL LAKE-PLAN
IEPA Program	**Annual NPDES Fee**
Service Period	July 1, 2023 to June 30, 2024
Billing Date	Thu June 29, 2023

Amount Due $32,500.00

Tue August 15, 2023

Amount Enclosed

Business Email Address:
No Email Recorded

_____
Please provide updated email here

{IL0028282 {NPDES1

Illinois Environmental Protection Agency
Division of Water Pollution Control
1021 North Grand Avenue East
Springfield, IL 62794-9276

RECEIVED
JUL 06 2023
BY:

CITY OF CRYSTAL LAKE
Accounts Payable
100 W Woodstock Street
CRYSTAL LAKE, IL 60014

Account
Invoice - First Notice

Account Information

Account Number	IL0053457 (A)
Facility Address	400 Knaack Blvd. Crystal Lake, IL 60012
IEPA Program	**Annual NPDES Fee**
Service Period	July 1, 2023 to June 30, 2024
Billing Date	Thu June 29, 2023
Due Date	**Tue August 15, 2023**

Annual NPDES Bill

FY-2024 Billing (Domestic Sewage (>=1.0 & <5.0 MGD))	$15,000.00
Amount Due	**$15,000.00**

Other Information/Messages

Questions. Please direct any technical/permit questions to the Permit Section at (217) 782-0610. Questions about the amount of your fee should be e-mailed to: **epa.npdesfees@illinois.gov** See also the Frequently Asked Questions area at https://www2.illinois.gov/epa/topics/forms/fees/Pages/npdes.aspx.

Authorized for Payment

By:_____

- See Reverse Side for Additional Important Information -

Date:_____

Acct #:_____

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Remittance Stub

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Mail to Illinois EPA, Fiscal Services #2, P.O. Box 19276, Springfield IL 62794
Online Payment Option: https://magic.collectorsolutions.com/magic-ui/Login/illinois-epa

Account Information

Acct. Number	IL0053457 (A)
Acct. Name	CITY OF CRYSTAL LAKE
IEPA Program	**Annual NPDES Fee**
Service Period	July 1, 2023 to June 30, 2024
Billing Date	Thu June 29, 2023

Amount Due $15,000.00

Tue August 15, 2023

Amount Enclosed

Business Email Address:
No Email Recorded

_____
Please provide updated email here

{IL0053457 {NPDES1

Illinois Environmental Protection Agency
Division of Water Pollution Control
1021 North Grand Avenue East
Springfield, IL 62794-9276

RECEIVED
JUL 06 2023
BY:

Account
Invoice - First Notice

Ctiy Of Crystal Lake MS4
Accounts Payable
P.O. Box 597
Crystal Lake, IL 60039

Account Information

Account Number	ILR400179 (A)
Facility Address	100 Woodstock St Crystal Lake, IL 60014
IEPA Program	**Annual NPDES Fee**
Service Period	July 1, 2023 to June 30, 2024
Billing Date	Thu June 29, 2023
Due Date	**Tue August 15, 2023**

Annual NPDES Bill

FY-2024 Billing (Stormwater (MS4))	$1,000.00
Amount Due	**$1,000.00**

Other Information/Messages

Questions. Please direct any technical/permit questions to the Permit Section at (217) 782-0610. Questions about the amount of your fee should be e-mailed to: **epa.npdesfees@illinois.gov** See also the Frequently Asked Questions area at https://www2.illinois.gov/epa/topics/forms/fees/Pages/npdes.aspx.

Authorized for Payment

- See Reverse Side for Additional Important Information - By: _____

Date: _____

Acct #W&S 620 25 4310 55630

7/5/23

Cut Here

Payment
Remittance Stub

Return bottom portion with a check made payable to Illinois EPA
Mail to Illinois EPA, Fiscal Services #2, P.O. Box 19276, Springfield IL 62794
Online Payment Option: https://magic.collectorsolutions.com/magic-ui/Login/illinois-epa

Account Information

Acct. Number	ILR400179 (A)
Acct. Name	Ctiy Of Crystal Lake MS4
IEPA Program	**Annual NPDES Fee**
Service Period	July 1, 2023 to June 30, 2024
Billing Date	Thu June 29, 2023

Amount Due $1,000.00

Tue August 15, 2023

Amount Enclosed

Business Email Address:
No Email Recorded

{ILR40017 {NPDES1

Please provide updated email here

Agenda Item No:

City Council
Agenda Supplement

Meeting Date: July 18, 2023

Item: COUNTY ZONING REQUEST

5615 Hamilton Road
City of Woodstock, IL

Recommendation: City Council's discretion.

a) Motion to object to the proposed Conditional Use of the subject property to allow for a Resort, directing staff to proceed with an objection to the County Hearing Officer
b) No action

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

Background:

- As is customary with County Zoning requests within the City's mile and a half planning jurisdiction, the City received notice of this request.
- The subject property in question is zoned "A-1" Agriculture District and consists of approximately 39.8 acres. Currently, the subject property consists of wooded and prairie open space, two ponds, a residence and events barn.
- The subject property is surrounded by County zoning district "A-1" Agriculture District zoning on all sides.

Request:

- The petitioners are requesting a "Resort" zoning use. The property was a charitable donation to the petitioners for the purpose of operating as The Mission of Cor Jesu.
- Some of the uses of the property would include day and overnight retreats, community events such as fundraisers, bingo and dinners, parties and gatherings for weddings, baptisms, communions, etc., and community sporting events. The total number of people varies based on the event/use but can be up to 200 persons at one time.
- The property will not be operated as a business and only donations are accepted for its use.

- The County requires a Conditional Use Permit for Resorts in the "A-1" Agriculture zoning district.
- The petitioners feel that "Resort" is the most descriptive category of uses for the property. The McHenry County Unified Development Ordinance defines a Resort as:

  "A FACILITY comprised of one or more STRUCTURES containing guest rooms, which can be rented individually or as a group, with a large portion of the site devoted to indoor and outdoor recreational activities, including but not limited to MASSAGE THERAPY CENTERS and RECEPTION FACILITIES."
- The County's 2030 Land Use Plan identifies the subject property as both Estate and Environmentally Sensitive.
- The property is not within the Crystal Lake Watershed, and staff does not have any concerns with this request.

Votes Required to Pass: A simple majority.

PIQ Map

5615 Hamilton Road, Woodstock, IL

Dorr Township

Approximately 0.75 miles outside of City Limits



McHenry County
Zoning Board of Appeals - Zoning Hearing
AGENDA

August 3, 2023, 1:30 PM
County Board Conference Room
Administration Building, 667 Ware Rd., Woodstock, IL 60098

Pages

1. CALL TO ORDER
2. ROLL CALL
3. NEW BUSINESS / PUBLIC HEARING
   - 3.1 2022-010 St. Joseph Dream Home, Dorr Twp, A1-A1C — 2
4. OLD BUSINESS
5. PUBLIC COMMENT
   Topics unrelated to public hearing - 3-minute time limit per speaker
6. ANNOUNCEMENTS
7. ADJOURNMENT

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

Office Use Only

Petition #/Permit # 2022-010

APPLICATION FOR ZONING PETITION, ADMINISTRATIVE VARIATION OR SITE PLAN REVIEW

OWNER INFORMATION:	**ATTORNEY or AGENT CONTACT INFORMATION** (If Applicable):
Name St. Joseph Dream Home	Name Mark S. Saladin, Zanck, Coen, Wright & Saladin, P.C.
Address 5615 Hamilton Road	Address 40 Brink Street
City, St, Zip Woodstock, Illinois 60098	City, St, Zip Crystal Lake, Illinois 60014
Daytime Phone (847) 613-9689	Phone (815) 459-8800
Email loleferchik@corjesumission.org	Email msaladin@zcwlaw.com

PETITIONER (If other than owner):	**TRUSTEE/BENEFICIARY/OFFICERS/DIRECTORS/CONTRACT PURCHASER** (please use separate page for additional information):
Name St. Joseph Dream Home (see additional information attached)	Name See attached sheet.
Address 5615 Hamilton Road	Address
City, St, Zip Woodstock, Illinois 60098	City, St, Zip
Daytime Phone (847) 613-9689	Phone
Email loleferchik@corjesumission.org	Email

PARCEL INFORMATION:

Address 5615 Hamilton Road

City Woodstock Zip 60098

Parcel/Tax Number 13-32-400-001; 13-32-400-002 and 13-32-400-003

Number of Acres 39.80 +/- acres

Applying For: (Check all that apply)		
	☐ Reclassification	Current Zoning: A-1 Requested Zoning: A-1 CU
	☒ Conditional Use & Site Plan Review	CUP Request: Resort
	☐ Variation, Administrative ☐ Variation, Zoning	Variation Request:
	☐ Site Plan Review	

Please provide additional information on the back of this page.

NARRATIVE: Please use this space to explain your request in detail.
The Petitioner is requesting a CUP to allow a Resort on the subject property which includes, by definition, a Reception
Facility. The Petitioner is a 501(e)(3) charitable entity set up as an Illinois not for profit corporation.
The Petitioner is also known as Cor Jesu. The subject property consists of 39.80+/- acres of wooded and prairie open space
with two ponds. It also contains a residence and events barn. The subject property was transferred to to the Petitioner as a
charitable donation so that Petitioner can utilize the subject property for its Christian mission which is to expand the
Christian faith. The subject property will be used as follows: private praver (rosary walk; Stations of the Cross); use of
grounds (ponds for swimming or fishing) trail walk, etc.; retreats for individuals, groups, families (day and overnight);
Christian community events, including dinners, fundraisers, bingo, camp-outs, baptism parties, confirmation parties,
communion parties, Quinceanera parties; family parties/gatherings; wedding receptions; Jesus Fest (weekend Christian
camp-out); Living Nativity (Advent event with light display and living nativity); All Saints Day bonfire/party; Easter
events, including dinner, Easter egg hunt, etc.; and community sport events, such as airsoft, flag football, volleyball.
Each event is unique and the number of people on site and can vary from 1 to 200. There is adequate parking on site
with handicap parking.
.
The subject property will not be operated as a business and only donations are taken for its use. The Resort
designation under the Unified Development Ordinance provides for the most descriptive category of uses for
the subject property.

CONSENT

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

VERIFICATION

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

St. Joseph Dream Home

X By: _____ Its _____

Owner's Signature

X Elizabeth Quercchil

Print Name

_____

Signature

_____

Print Name

SUBSCRIBED and SWORN to before me this 27th day of January, 20 20.

X _____

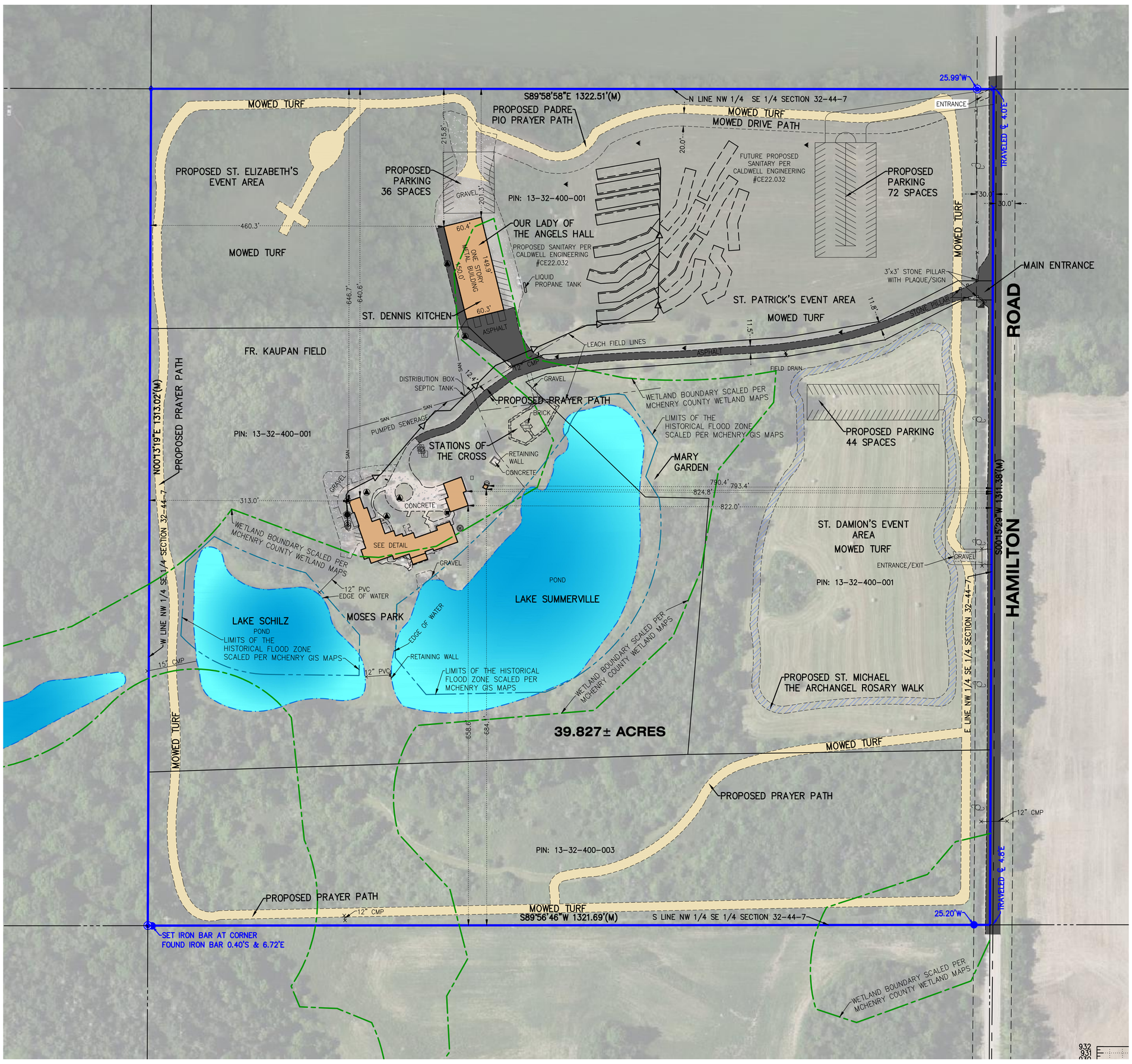
NOTARY PUBLIC

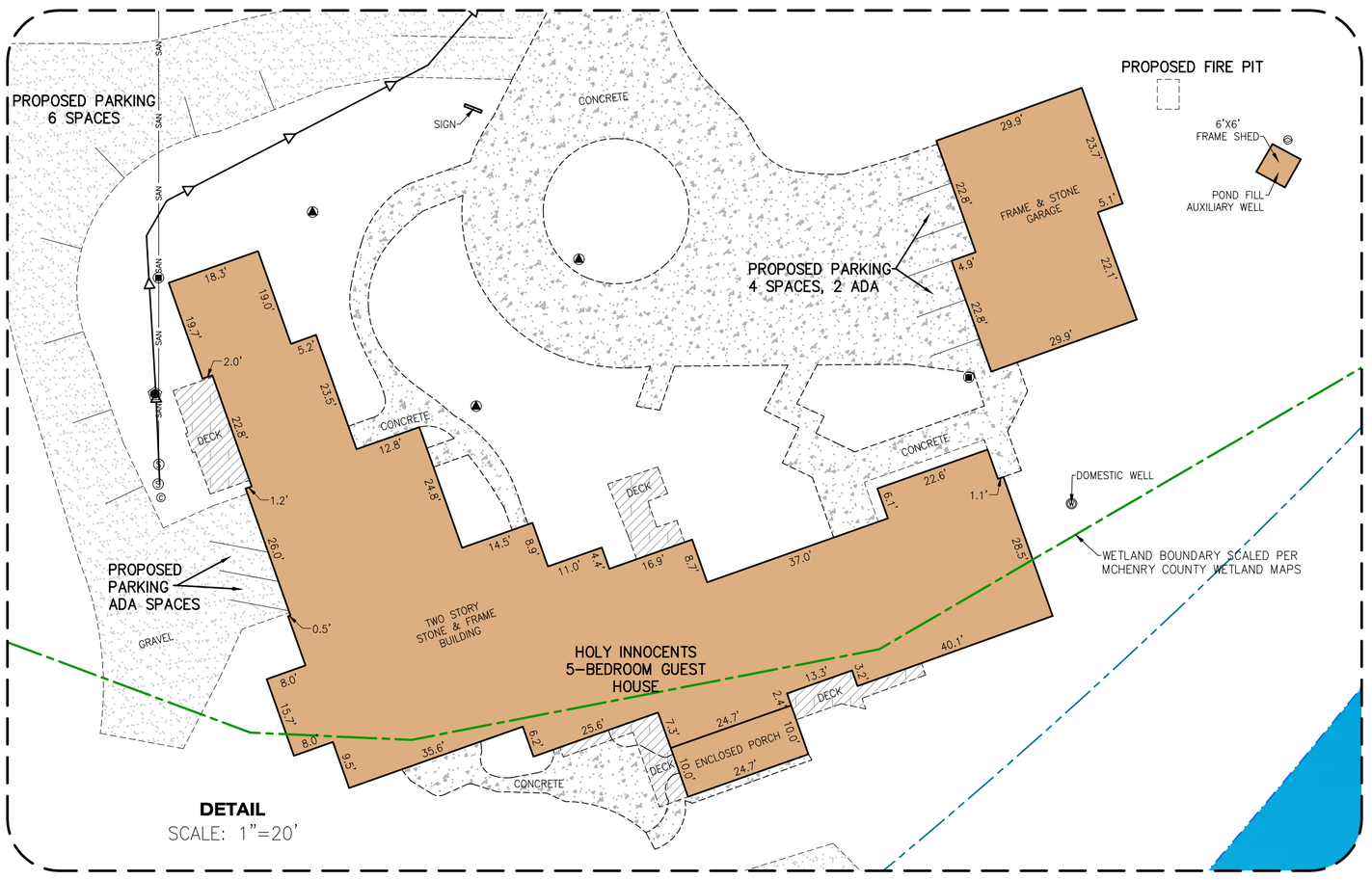
OFFICIAL SEAL
MARK S SALADIN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/28/22

Vanderstappen
Land Surveying, Inc.
www.vandersinc.com
1316 N. Madison St.
Woodstock, Illinois 60098
ph. 815-337-8310 fax 815-337-8314
"Always faithful to the property line"

SITE PLAN

The Northwest Quarter of the Southeast Quarter of Section 32, Township 44 North, Range 7 East of the Third Principal Meridian, in McHenry County, Illinois.





LEGEND	
▲	CATCH BASIN
©	CLEAN OUT
E	ELECTRIC METER
◪	ELECTRIC RISER
⊜	FLAG POLE
●	FOUND IRON BAR
○	FOUND IRON PIPE
⬟	SANITARY MANHOLE
Ⓢ	SEPTIC LID
▣	STORM MANHOLE
T	TELEPHONE RISER
▩	TRANSFORMER
	UTILITY POLE
W	WELL
	YARD LIGHT
(D)	DEED
(R)	MEASURED

100' 0' 100' 200'
SCALE: 1" = 100'

CLIENT: ZANCK COEN WRIGHT & SALADIN, P.C.
DRAWN BY: CKV CHECKED BY: APG
SCALE: 1"=100' SEC. 32 T. 44 R. 07 E.
BASIS OF BEARING: ASSUMED
P.I.N.: 13-32-400-001; 13-32-400-002; 13-32-400-003
JOB NO.: 220019-A I.D. SP
FIELDWORK COMP.: N/A BK. ___ PG. ___
ALL DISTANCES SHOWN IN FEET AND DECIMAL PARTS THEREOF CORRECTED TO 68° F. REF: _____

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

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

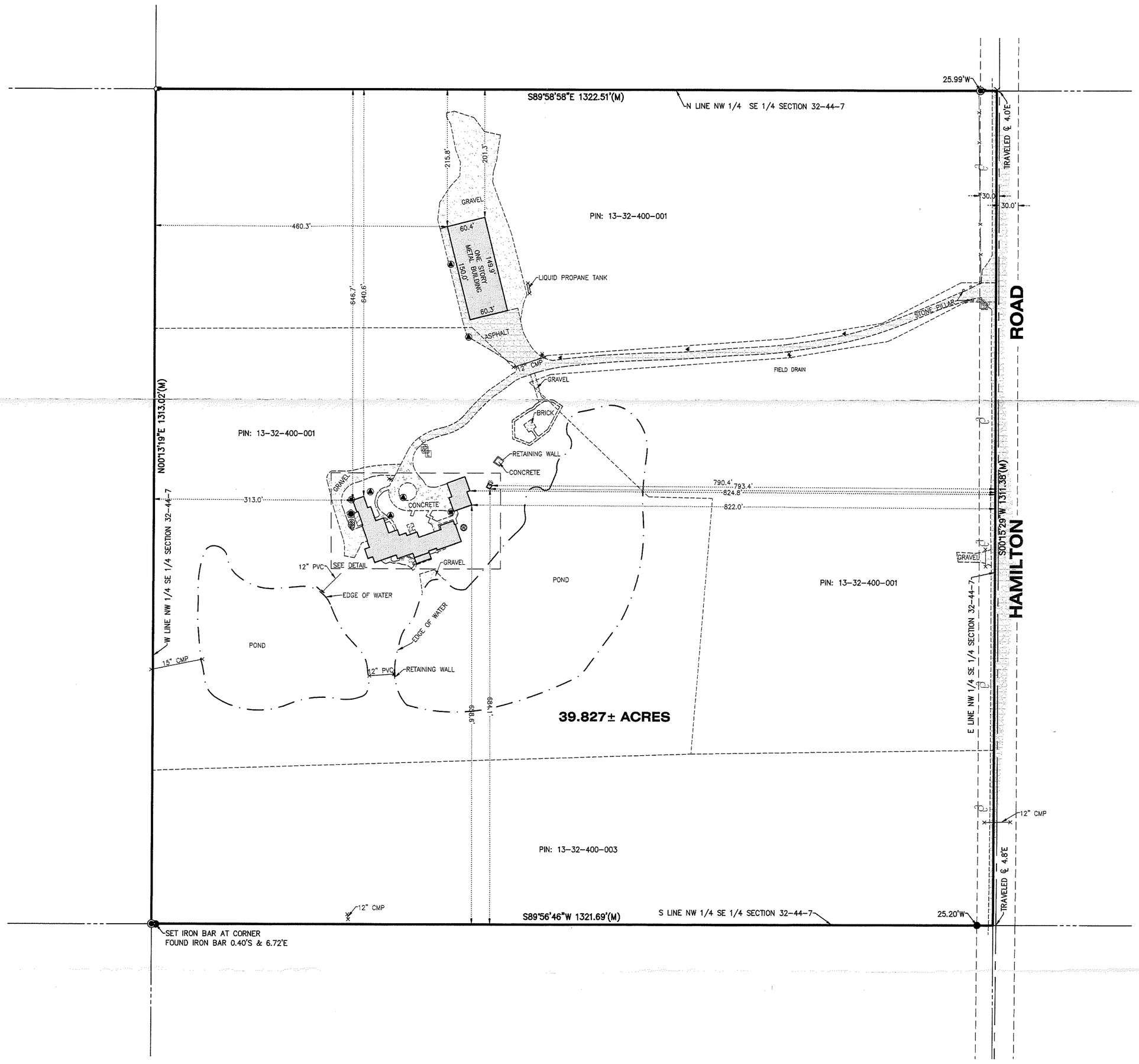
2/16/22 APG – REVISED PROPOSED FEATURES LABELS
3/15/22 CKV – REVISED PER CLIENT REVIEW
3/23/22 CKV – ADDED HISTORICAL FLOOD ZONE
6/12/23 CKV – ADDED PROPOSED PARKING & SEPTIC

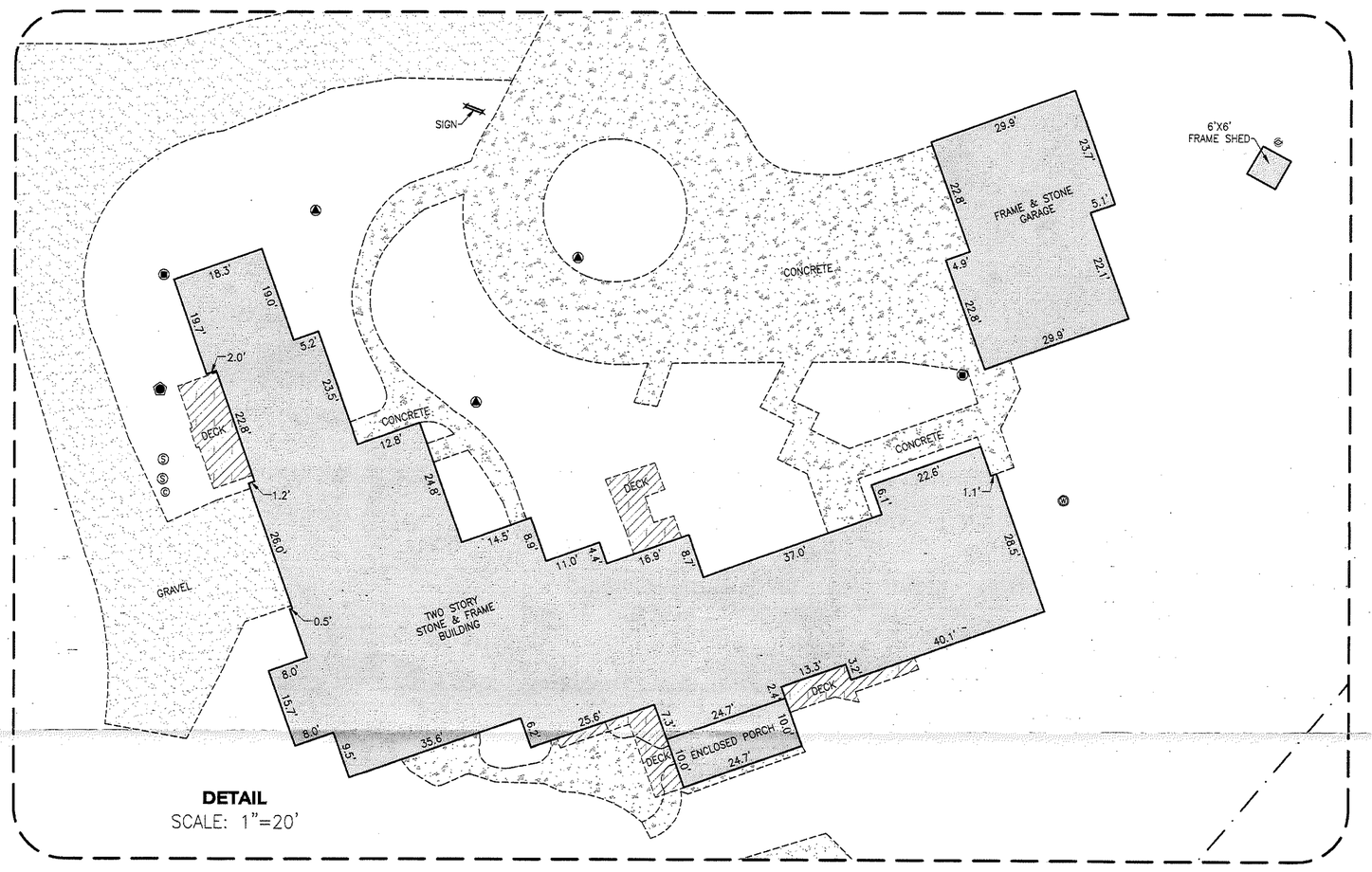
Y:\PLATS\2022\0001-0199\220019_V-220019\220019-A-SPR GROUND.dwg-Layout1-6/12/2023 1:26 PM

Vanderstappen
Land Surveying, Inc.
www.vandersinc.com
1316 N. Madison St.
Woodstock, Illinois 60098
ph. 815-337-8310 fax 815-337-8314
"Always faithful to the property line"

PLAT OF SURVEY

The Northwest Quarter of the Southeast Quarter of Section 32, Township 44 North, Range 7 East of the Third Principal Meridian, in McHenry County, Illinois.





DETAIL
SCALE: 1"=20'

LEGEND	
◉	CATCH BASIN
ⓒ	CLEAN OUT
E	ELECTRIC METER
◪	ELECTRIC RISER
⊜	FLAG POLE
●	FOUND IRON BAR
○	FOUND IRON PIPE
⬟	SANITARY MANHOLE
Ⓢ	SEPTIC LID
◉	STORM MANHOLE
T	TELEPHONE RISER
▩	TRANSFORMER
	UTILITY POLE
⊗	WELL
◀	YARD LIGHT
(D)	DEED
(R)	MEASURED

100' 0' 100' 200'
SCALE: 1" = 100'

CLIENT: ZANCK COEN WRIGHT & SALADIN, P.C.
DRAWN BY: TPS CHECKED BY: APG
SCALE: 1"=100' SEC. 32 T. 44 R. 07 E.
BASIS OF BEARING: ASSUMED
P.I.N.: 13-32-400-001; 13-32-400-002; 13-32-400-003
JOB NO.: 220019 I.D. MBS
FIELDWORK COMP.: 01/13/22 BK.___ PG.___
ALL DISTANCES SHOWN IN FEET AND DECIMAL PARTS THEREOF CORRECTED TO 68° F. REF: _____

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

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

ARTHUR P. GRITMACHER
035-003857
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
EXP. 11/30/2022
WOODSTOCK, ILLINOIS

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

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

Dated at Woodstock, McHenry County, Illinois 01/17 A.D., 2022.

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

By: _____
Illinois Professional Land Surveyor No. 3857

Y:\PLATS\2022\0001-0199\220019_V-220019\220019-MBS GROUND.dwg-Layout1-1/18/2022 2:00 PM

McHENRY-LAKE COUNTY
SOIL & WATER
CONSERVATION DISTRICT

1648 S. Eastwood Dr. Woodstock, Illinois 60098 (815) 338-0444 ext. 3 www.mchenryswcd.org

February 21, 2022

Mark S. Saladin
Saladin, Zanck, Coen, & Wright, P.C.
40 Brink Street
Crystal Lake, IL 60014

Re:	Parcel #s 13-32-400-001, 13-32-400-002, & 13-32-400-003
Common Location:	45615 Hamilton Road, Woodstock, IL 60098
NRI#	L22-010-4401
Zoning Change:	A-1 to A-1 CUP

Dear Mr. Saladin:

The McHenry-Lake County Soil and Water Conservation District has carefully reviewed your application for Natural Resource Information Report on the St. Joseph Dream Home property as applied for in Report #L22-010-4401. Due to no new proposed soil disturbance on the site, the SWCD finds that impact to natural resources from the proposed use is minimal for the purposes of the NRI report. A full Natural Resource Information Report will not be necessary, but we would like to highlight a few resources on the property.

Earthwork in or near a wetland requires a permit from the Army Corps of Engineers or the McHenry County Department of Planning & Development. The McHenry County ADID Wetland Inventory indicates the presence of High-Quality Wetlands in multiple locations throughout the property and a Wetland in the southeast corner of parcel number 13-32-400-003 (see attached ADID Wetland Locations Map). The Natural Resource Conservation Service inventory indicates the presence of Non-Inventoried Hydric Soil wetlands in multiple locations throughout the property and a Non-Inventoried Soil with Hydric Inclusions wetland in the northwest area of the property (see attached NRCS Wetland Locations Map). It is recommended that a jurisdictional wetland delineation be performed on this parcel before any additional construction occurs. Please contact the Army Corps of Engineers and McHenry County Department of Planning & Development for permit information.

This letter fulfills your requirement to notify the SWCD of land use changes as per the Illinois Compiled State Statutes, Chapter 70, Par. 405/1 et seq. Illinois Revised Statutes, Ch. 5, Par 106 et seq. and the McHenry County Stormwater Ordinance. If you have any questions concerning this letter, feel free to call our office.

Sincerely,

Ryan Bieber

Ryan Bieber
Urban Conservation Specialist

Cc: Kim Charlow, McHenry County Department of Planning and Development, KBScharlow@mchenrycountyil.gov

ADID Wetland Locations Map



0 70 140 280 420 560 Feet

N

2019 Aerial Photograph
Produced By: McHenry-Lake County Soil & Water Conservation District

Key To Features

- farmed wetland
- high functional wetland
- high quality lake
- high quality wetland
- lake
- wetland

NRCSWetland Locations Map



0 70 140 280 420 560
Feet

N

2019 Aerial Photograph
Produced By: McHenry-Lake County Soil & Water Conservation District

Key To Features

- Farmed Wetland
- Farmed Wetland Pasture
- Non-inventoried Hydric Soil
- Non-inventoried Soil With Hydric Inclusions
- Prior Converted
- Wetland

IN THE MATTER OF THE APPLICATION OF)
ST. JOSEPH DREAM HOME, ALSO KNOWN AS)
THE MISSION OF COR JESU (owner of record))
FOR AN AMENDMENT OF THE) LEGAL NOTICE OF PUBLIC HEARING
UNIFIED DEVELOPMENT ORDINANCE OF) #2022-010
McHENRY COUNTY, ILLINOIS FOR A ***CONDITIONAL USE***)

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

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS.

PINs #13-32-400-001; 13-32-400-002; 13-32-400-003

The subject property is located ***on Hamilton Road approximately three hundred (300) feet South of the intersection of Pleasant Valley Road and Hamilton Road, with a common address of 5615 Hamilton Road, Woodstock, Illinois, in Dorr Township.***

The subject property is presently zoned ***"A-1" Agriculture District*** and consists of approximately **thirty-nine point eight two seven (39.827)** ***acres*** with ***"A-1" Agriculture zoning to the North, South, East and West***.

The Petitioner is requesting a ***Conditional Use of the subject property to allow for a RESORT.***

The Petitioner, ***St. JOSEPH DREAM HOME, ALSO KNOWN AS THE MISSION OF COR JESU, a not-for-profit corporation, owner of record, is represented by the following officers: Elizabeth Oleferchik, President, Secretary and Director resides at 19N185 Felsmith Road, Hampshire, IL; Jim Zmich, Vice President and Director resides at 11349 Caldwell Drive, Huntley, IL; and Damon Frugoli, Member and Director resides at 147 Charleston Lane, Gilberts, IL.***

A hearing on this Petition will be held on the 3rd day of August 2023 at 1:30 P.M. in the County Board conference room at the McHenry County Government Center/Ware Rd. Administration Building, 2200 N. Seminary Avenue, Woodstock, Illinois at which time and place any person desiring to be heard may be present.

DATED THIS 5th DAY OF JULY 2023.

By: Linnea Kooistra, Chair
McHenry County Zoning Board of Appeals
2200 N. Seminary Avenue
Woodstock, IL 60098

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

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

Agenda Item No: 9c

City Council
Agenda Supplement

Meeting Date: July 18, 2023

Item: Second Amendment to the Master Purchase and Sale Agreement for the Crystal Lake Depot Train Station and Surrounding Property at 70-88 E. Woodstock Street

Staff Recommendation: Motion to adopt a Resolution Ratifying the City Manager's Execution of a Second Amendment to the Master Purchase and Sale Agreement for the acquisition and transfer of the Crystal Lake Depot Train Station and surrounding property at 70-88 E. Woodstock Street.

Staff Contact: Eric Helm, City Manager
Victor Filippini, City Special Legal Counsel

Background:

The Union Pacific Railroad (UP) currently owns a 1.8 acre parcel in downtown Crystal Lake, including the downtown train station, the depot parking lot, Depot Park and a portion of Veteran's Park. Last year, Metra informed the City of UP's desire to sell the Property. Metra did not desire to purchase the Property, but Metra offered to purchase the Property on the City's behalf and then transfer title of the Property to the City. At the February 1, 2022 City Council meeting, the City Council approved an assignment and assumption of the master purchase and sale agreement to the City with respect to the Property ("***MPSA***"), which allows the City to purchase the Property from Union Pacific under the same terms as it would have been sold to Metra. On December 20 2022, the City Council approved an amendment to the MPSA extending the timeframes for conducting a title review, testing, and survey preparation and requiring that the closing under the MPSA be completed by July 27, 2023.

Union Pacific recently requested a second amendment to the MPSA ("***Second Amendment***"). The Second Amendment would allow Union Pacific to remove personal property prior to the closing on the sale and require the City to invite Union Pacific to a "Field Diagnostic Meeting" prior to any development on the Property.

City special legal counsel reviewed the Second Amendment document and recommended approval of the City's execution of this document subject to minor corrections and modifications. UP subsequently agreed to the corrections and modifications, but it refused to prepare the documents required for closing under the MPSA until the Second Amendment was fully executed. Because of the July 27, 2023 deadline for closing on the Property and the inconsequential nature of the changes in the Second Amendment, the City Manager did execute the Second Amendment, subject to City Council ratification. With the Council's ratification of the Second Amendment, it is anticipated that the closing under the MPSA will proceed in a timely fashion.

Votes Required to Pass:

Simple majority.

Res. _____

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager's execution of the Second Amendment to Master Purchase and Sale Agreement with Union Pacific Railroad for the acquisition and transfer of the Crystal Lake Depot Train Station and surrounding property at 70-88 E. Woodstock Street, attached hereto as Exhibit A, is hereby ratified and approved.

DATED this 18th day of July 2023.

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By: _____
Haig, Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED:
APPROVED:

Draft

EXHIBIT A:

Second Amendment to Master Purchase and Sale Agreement with Union Pacific Railroad for the acquisition and transfer of the Crystal Lake Depot Train Station and surrounding property at 70-88 E. Woodstock Street

Draft

DocuSign Envelope ID: 1440E629-115A-4A62-9B8E-E85DE4E41C10

SECOND AMENDMENT
TO MASTER PURCHASE AND SALE AGREEMENT

This SECOND AMENDMENT TO MASTER PURCHASE AND SALE AGREEMENT ("Second Amendment") is dated this 3rd day of July, 2023 ("Second Amendment Effective Date"), and is between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Seller"), and **CITY OF CRYSTAL LAKE**, an Illinois unit of local government ("Buyer"), and amends that certain Master Purchase and Sale Agreement dated January 24, 2022 between Seller and Commuter Rail Division of the Regional Transportation Authority, an Illinois unit of local government ("Metra"), as assigned by Metra to Buyer pursuant to that certain Assignment and Assumption of Master Purchase and Sale Agreement dated February 1, 2022, as later amended by Seller and Buyer (collectively, "Agreement"), for the sale and purchase of certain real property located in the City of Crystal Lake, McHenry County, State of Illinois, more particularly described therein ("Crystal Lake Location"). Seller and Buyer may hereinafter collectively referred to as the "Parties".

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

Section 1. Defined Terms. The defined terms in the Agreement will apply and have the same meaning in this Second Amendment as if fully set forth herein.

Section 2. Quitclaim Bill of Sale for Personal Property. The Parties acknowledge that (i) one (1) depot building ("Depot Building"), including any and all plumbing, septic, air conditioning, furnaces, heating, ventilating, mechanical, electrical and other utility systems, alarm and/or security systems, security cameras, fire suppression systems, generators and back-up generator battery systems related to the Depot Building (collectively, "Depot Building Appurtenances"), and (ii) four (4) metal/brick/glass warming structures ("Warming Structures") are currently located on the Location. Buyer acknowledges that certain other improvements, fixtures, furniture, furnishings and other personal property of Seller may also be located inside of the Depot Building or elsewhere on the Location as of the Second Amendment Effective Date. Seller, in its sole discretion, shall have the right to retain ownership to and remove from the Depot Building or the Location any such personal property, other than the Depot Building Appurtenances and the Warming Structures, prior to the Closing Date. The Parties agree that Seller shall transfer the Depot Building, the Depot Building Appurtenances and the Warming Structures (collectively, "Personal Property") to Buyer at Closing by the Parties' execution of the form of Quitclaim Bill of Sale ("Quitclaim Bill of Sale"), attached to this Second Amendment as **Exhibit A** and made a part hereof. Except for the Personal Property described herein, any other personal property of Seller not removed by Seller prior to Closing will be included in the Quitclaim Bill of Sale and transferred by Seller to Buyer at Closing.

Section 3. Post-Closing "Field Diagnostic Meeting" Covenant. A new post-closing covenant entitled "Field Diagnostic Meeting" is added to Section 10 of the Agreement and will read as follows:

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Field Diagnostic Meeting. Seller and Buyer acknowledge that Buyer's use and development of the Location may result in increased truck and vehicle traffic to Seller's Adjacent Property. Prior to any development of the Location by Buyer, Buyer shall convene a diagnostic meeting ("Field Diagnostic Meeting") to which Seller shall be invited at least five (5) business days in advance for purposes of evaluating any planned development on the Location to be located within five hundred feet (500') of any at-grade railroad crossing ("Crossing").

The Parties acknowledge that the above post-closing covenant will be included in the form of Deed to be executed and notarized by the Parties at Closing.

Section 4. E-mail Execution. This Second Amendment may be executed in counterparts, which will be effective as an original and each counterpart may be delivered by one party to the other by electronic signature and scanned image sent by e-mail.

Section 5. Amendment Supplemental. All of the terms of the Agreement remain in full force and effect except as specifically amended by this Second Amendment. If there is any conflict between the terms of this Second Amendment and the terms of the Agreement, the terms of this Second Amendment will control.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the Second Amendment Effective Date first above written.

Seller:

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

DocuSigned by:
By: CHRISTOPHER GOBLE
ED8FF0DD2737...
Printed Name: CHRISTOPHER GOBLE
Title: Assistant Vice President - Real Estate

Buyer:

CITY OF CRYSTAL LAKE,
an Illinois unit of local government

By:
Printed Name: Eric T. Helm
Title: City Manager

DocuSign Envelope ID: 1440E629-115A-4A62-9B8E-E85DE4E41C10

EXHIBIT A

FORM OF QUITCLAIM BILL OF SALE

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Seller"), for and in consideration of One Dollar ($1.00) and other valuable consideration does hereby REMISE, RELEASE, and forever QUITCLAIM to **CITY OF CRYSTAL LAKE**, an Illinois unit of local government ("Buyer"), all of Seller's right, title and interest in and to the following described personal property (collectively, "Personal Property"), to wit:

> One (1) depot building ("Depot Building"), including any and all plumbing, septic, air conditioning, furnaces, heating, ventilating, mechanical, electrical and other utility systems, alarm and/or security systems, security cameras, fire suppression systems, generators and back-up generator battery systems related thereto, and various items of furniture, equipment, furnishings, and all other personal property located inside the Depot Building, and (ii) four (4) metal/brick/glass warming structures, including any and all appurtenances related thereto, which are currently located on that certain real property located in McHenry County, State of Illinois, described in **Exhibit A**, attached hereto and made a part hereof ("Land").

SELLER, BY THIS INSTRUMENT, MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND FURTHER MAKES NO WARRANTY AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING UNDERSTOOD THAT THE PERSONAL PROPERTY IS BEING QUITCLAIMED TO BUYER IN AN "AS IS" AND "WHERE IS" CONDITION WITH ALL FAULTS, AND ASSUMES ALL RISKS IN CONNECTION THEREWITH, ACKNOWLEDGING THAT BUYER HAS EXAMINED THE PERSONAL PROPERTY AND KNOWS ITS CONDITION.

By its acceptance of this instrument and from and after the Effective Date (as defined below), Buyer, its successors and assigns, agrees that, in its use, maintenance, repair, reconstruction, or removal of the Personal Property, it will accept and assume any and all liability, loss, damage, costs and expenses arising from or growing out of the existence, use, maintenance or removal of the Personal Property, including any third party's use, maintenance or removal of the Personal Property.

Seller does not convey or intend to convey by this instrument any right, title, estate or interest whatsoever in or to the Land on which the Personal Property is situated.

(Remainder of page intentionally left blank.)

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IN WITNESS WHEREOF, Seller and Buyer have each duly executed this instrument as of the _____ day of _____, 2023 ("Effective Date").

Seller:

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: _____
Printed Name: Chris D. Goble
Title: Assistant Vice President – Real Estate

Buyer:

CITY OF CRYSTAL LAKE,
an Illinois unit of local government

By: _____
Printed Name: Eric T. Helm
Title: City Manager

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Union Pacific Railroad Company
Exhibit A
LEGAL DESCRIPTION

PARCEL 1
Part of the Station Grounds as depicted on the Original Plat of Nunda, being a Subdivision of part of the East Half of the Southeast Quarter of Section 32, Township 44 North, Range 8 East of the Third Principal Meridian, according to the Plat thereof recorded August 13, 1868, in Book 43 of Deeds, page 296, in McHenry County, Illinois, described as follows: Commencing at the most Easterly corner of Lot 1 in Block 12 of said Original Plat of Nunda; thence North 35 degrees 28 minutes 39 seconds East, 50.00 feet to the Place of Beginning; thence North 54 degrees 31 minutes 21 seconds West along a line 50.00 feet Northeasterly of and parallel with the Northeasterly line of said Block 12, a distance of 331.90 feet to a point of intersection with the Southeasterly right-of-way line of Grant Street; thence North 34 degrees 54 minutes 53 seconds East along said Southeasterly right-of-way line of Grant Street, 192.01 feet; thence South 54 degrees 34 minutes 21 seconds East along a line 28.0 feet Southwesterly of and parallel with the centerline of the Northeasterly set of railroad tracks of the Union Pacific Northwestern Railroad (commonly known as the main line), 11.99 feet; thence South 35 degrees 35 minutes 32 seconds West, 9.90 feet; thence South 54 degrees 24 minutes 28 seconds East, 15.77 feet; thence North 66 degrees 41 minutes 41 seconds East, 11.62 feet to a point on the last described parallel line; thence South 54 degrees 31 minutes 21 seconds East along the last described parallel line, 381.86 feet to a point of intersection with the former Northwesterly right-of-way line of Williams Street; thence South 58 degrees 33 minutes 36 seconds West along said former Northwesterly right-of-way line of Williams Street, 208.71 feet to the Place of Beginning, in McHenry County, Illinois.

Parcel 2
Part of the Station Grounds as depicted on the Original Plat of Nunda, being a Subdivision of part of the East Half of the Southeast Quarter of Section 32, Township 44 North, Range 8 East of the Third Principal Meridian, according to the Plat thereof recorded August 13, 1868, in Book 43 of Deeds, page 296, in McHenry County, Illinois, described as follows: Beginning at a point of intersection with the Southerly extension of the East line of Block 2 in said Original Plat of Nunda and a line drawn 43.0 feet Northeasterly of and parallel with the centerline of the Northeasterly set of railroad tracks of the Union Pacific Northwestern Railroad (commonly known as the main line); thence South 35 degrees 28 minutes 39 seconds West, 21.50 feet; thence North 54 degrees 31 minutes 21 seconds West along a line 21.50 feet Northeasterly of and parallel with said centerline, 416.10 feet to a point of intersection with the Southeasterly right-of-way line Grant Street; thence North 34 degrees 54 minutes 53 seconds East along said Southeasterly right-of-way line, 21.50 feet; thence South 54 degrees 31 minutes 21 seconds East along said parallel line, being 43.0 feet Northeasterly of parallel with said tracks centerline, 416.31 feet to the Place of Beginning, in McHenry County, Illinois.

Parcel 3
Part of the Station Grounds as depicted on the Original Plat of Nunda, being a Subdivision of part of the East Half of the Southeast Quarter of Section 32, Township 44 North, Range 8 East of the Third Principal Meridian, according to the Plat thereof recorded August 13, 1868, in Book 43 of Deeds, page 296, in McHenry County, Illinois, described as follows: Commencing at the most Southerly corner of Lot 18 in Block 3 of said Original Plat of Nunda; thence South 34 degrees 54 minutes 53 seconds West along a line 60.00 feet Northwesterly of and parallel with the Southeasterly right-of-way line of Grant Street, 50.76

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feet for a Place of Beginning: thence continuing South 34 degrees 54 minutes 53 seconds West along said parallel line, 21.50 feet; thence North 54 degrees 31 minutes 21 seconds West along a line 21.50 feet Northeasterly of and parallel with the centerline of the Northeasterly set of railroad tracks of the Union Pacific Northwestern Railroad (commonly known as the main line), 78.50 feet; thence North 34 degrees 55 minutes 16 seconds East, 21.50 feet to a point on a line 43.0 feet Northeasterly of and parallel with the centerline; thence South 54 degrees 31 minutes 21 seconds East along said parallel line, being 43.0 feet Northeasterly of parallel with said tracks centerline, 78.50 feet to the Place of Beginning, in McHenry County, Illinois.

Union Pacific Railroad Company
Real Estate Department, Omaha, NE
Date 05/22/2023
Fld. No. 03276-81
RRM

DocuSign Envelope ID: 1440E629-115A-4A62-9B8E-E85DE4E41C10



LEGEND:

SALE AREA .....

EASEMENT AREA .....

UPRRCO. R/W OUTLINED .....

CADD FILENAME	0327681.DGN
SCAN FILENAME	0327681_ILV160S2.TIF

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

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

CRYSTAL LAKE, McHENRY COUNTY, IL

M.P. 43 - HARVARD SUB.

MAP CNW IL V-16 / S-2

SCALE: 1" = 100'

OFFICE OF REAL ESTATE

OMAHA, NEBRASKA DATE: 5/22/2023

RRM FILE: 03276-81

Agenda Item No: 9d

City Council
Agenda Supplement

Meeting Date: July 18, 2023

Item: Ordinance authorizing a transition to a calendar fiscal year for the City of Crystal Lake and amending the City Code in regard to the City's Fiscal Year

Staff Recommendation: Motion to adopt an Ordinance authorizing a transition to a calendar fiscal year for the City of Crystal Lake and amending the City Code in regard to the City's Fiscal Year

Staff Contact: Jodie Hartman, Director of Finance

Background:

The City's fiscal year has traditionally operated from May 1st of each year through April 30th of the following year. Staff recommends transitioning the City's fiscal year to a calendar year. To accomplish this transition, the City would operate one shortened fiscal year of eight (8) months, from May 1, 2024 through December 31, 2024. Starting January 1, 2025, the City would be on a full calendar year cycle.

Changing the City's fiscal year to a calendar year would bring about several key benefits, allowing the City to better plan its financial operations and realize greater efficiencies in infrastructure investment. Key benefits to operating on a calendar year include aligning the City's budget with the annual tax levy request, federal W2 and 1099 reporting, and State of Illinois Motor Fuel Tax audit cycles. It would also allow for the entire construction season (March to October) for many capital projects, particularly infrastructure, to occur within one fiscal year. As a one-time gain, the City will receive a full property tax distribution within the shortened fiscal year (2024B) due to the timing of distributions.

Disadvantages of the transition are temporary and will resolve at the end of the transition. The 2024B fiscal year will require staff to complete the various elements of a fiscal year in a shorter time period, such as the annual audit and the annual budget process. Comparability between fiscal years is difficult when comparing the short year to the year before or the year after. The City will need to examine other processes and items currently on a May to April schedule, such as benefit time award, fees, and timing of collective bargaining agreement wage increases, but do not need to be adjusted at this time.

This change will also affect the fiscal year of the City's public safety pension funds and the Crystal Lake Public Library.

Recommendation:

Staff recommends approval of the attached Ordinance authorizing a transition to a calendar fiscal year beginning January 1, 2025 and authorizing an eight-month transition fiscal year beginning May 1, 2024 and ending December 31, 2024.

Votes Required to Pass:

Simple Majority

AN ORDINANCE AUTHORIZING A TRANSITION TO A CALENDAR FISCAL YEAR FOR THE CITY OF CRYSTAL LAKE AND AMENDING THE CITY CODE IN REGARD TO THE CITY'S FISCAL YEAR

WHEREAS the City of Crystal Lake (the "City") has historically operated with a fiscal year that begins on May 1 of one year and ends on April 30 of the following year; and

WHEREAS, having a fiscal year that is different from the calendar year makes preparing the annual property tax levy and operating budget more difficult; and

WHEREAS, changing the City's fiscal year to coincide with the calendar year will allow the City to better plan for its financial operations and provide meaningful feedback to residents and the community regarding its complimentary budgetary and levy processes; and

WHEREAS, pursuant to the City's home rule authority, the corporate authorities of the City may establish or amend the fiscal year of the City; and

WHEREAS, the corporate authorities of the City have determined that it is in the best interests of the City to provide that the fiscal year that will commence on May 1, 2024 shall end on December 31, 2024 in order to provide for a transition to a calendar year fiscal year commencing on January 1, 2025;

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

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

Draft

SECTION 2. Amendment to City Code Section 1-12. Section 1-12, entitled "Fiscal Year," of Article III, entitled "Seal; Bench Marks; Fiscal Year," of Chapter 1, entitled "General Provisions," of the Crystal Lake City Code is hereby amended in its entirety, so that such Section 1-12 shall hereafter be and read as follows:

§ 1-12 **Fiscal year.**

Through and until April 30, 2024, the ~~The~~ fiscal year of the City shall be from May 1 of each year up to and including April 30 of the following year. **Beginning January 1, 2025, the fiscal year of the City shall be from January 1 to and including December 31 of each year. To effect a transition to a calendar fiscal year, following the close of the fiscal year ending April 30, 2024, the City shall have a truncated fiscal year for the period of May 1, 2024 to and including December 31, 2024.**

SECTION 3. Implementation and Transition.

(a) From the effective date of this ordinance until December 31, 2024, to the extent that the City Code currently includes any provisions that are based upon the City's fiscal year, the City Manager is hereby authorized and directed to issue interim interpretative orders to effect a smooth transition in the City's fiscal year (including without limitation the proration of fees and payments, the continuation of dates based on the current fiscal year, or the transition of dates based on the current fiscal year to calendar year dates), all as determined in the City Manager's discretion. This provision supersedes any provision of the City Code to the contrary in accordance with the City's home rule authority.

(b) Following the effective date of this ordinance, the City Manager shall cause a review of the City Code to be undertaken to identify provisions that may require amendment based on the change in the City's fiscal year. The City Manager is directed to present to the City Council such technical amendments to the City Code as may be necessary or advisable.

Draft

SECTION 4. Effective Date. This Ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form in the manner provide by law.

DATED this 18th day of July, 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: July 18, 2023
APPROVED: July 18, 2023

Draft

Agenda Item No: 10

City Council
Agenda Supplement

Meeting Date: July 18, 2023

Item: Class 16 Temporary Liquor License Request – Girls on the Run NWIL

Staff Recommendation: Motion to approve the issuance of a Class 16 Temporary Liquor License to Girls on the Run NWIL

Staff Contact: Nick Hammonds, Assistant City Manager

Background:
The City received a request from Girls on the Run NWIL for the issuance of a Class 16 Temporary Liquor License in order to serve beer at the conclusion of the annual Crystal Lake Aquathon being held at the Three Oaks Recreation Area, located at 5517 Northwest Highway, on Sunday, July 30, 2023 from 7:00 a.m. – 3:00 p.m.

Girls on the Run NWIL is partnering with Smith Physical Therapy and Running Academy. The annual Crystal Lake Aquathon was previously approved by City Council at the January 17, 2023 Council Meeting.

Section 329-5-P of the City Code permits the issuance of a Class 16 Temporary Liquor License for the retail sale of beer and wine for consumption upon the premises specified in the license where sold. The license shall be issued to not-for-profit corporations qualified to do business in the State of Illinois. The license shall be for a period not to exceed three (3) days, and shall be issued only for special events sponsored by the not-for-profit corporation requesting the license.

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

- Submit a Certificate of Insurance naming the City of Crystal Lake as an additional insured for a Host Liquor Liability by July 27, 2023
- Payment of $20 Temporary Liquor License Fee by July 27, 2023

Votes Required to Pass:
Simple majority

TLL23-000001
Temporary Liquor License

Applicant Name	Matthew Wruck
Applicant Email	[redacted]
Applicant Address	1049 Dovercliff Way Crystal Lake IL 60014
Applicant Company Name	Girls on the Run NWIL
Applicant Company Address	111 Erick Street Suite 115 Crystal Lake IL 60014
Applicant Home Phone	
Applicant Cell Phone	
Applicant Work Phone	(815) 893-0259
Temporary License Classification	Class 16
Dates of Event	07/30/2023
Hours of Operation	7:00am to 3:00pm

Letter to the Mayor and City Council requesting approval of the issuance of a Temporary Liquor License to applicant: scan44.pdf
President Signature: signature.png
Proof of liquor liability insurance:
Proof of permission from owner of the premises, if different than applicant, authorizing the sale of beer and wine on the property during the time requested:
Secretary Signature: signature.png
Site plan of area where beer and wine will be sold: tora.pdf
Upload signed affidavit Click Here for form: tempaffidavit.pdf

AFFIDAVIT

STATE OF ILLINOIS)
COUNTY OF MCHENRY)

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

Signature of President

Signature of Secretary

Subscribed and sworn to before me this 6

day of July, 2023.

Notary Public

OFFICIAL SEAL
ALAINA SKURSKI
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Dec. 27, 2025

Dear Mayor Haeblian,

I Am the current Board President of the local Chapter of Girls on the Run. Our Organization is involved in this years Aquathon - CC Idea a Three Oaks Rec Center on July 30TH.

I would like to Ask your permission to Allow us to Give Each participant that wants a Beer afterwards. I'm Appling for a temp Liquor Lic.

Thank you,

Matt Wruck

NORTHWEST ILLINOIS

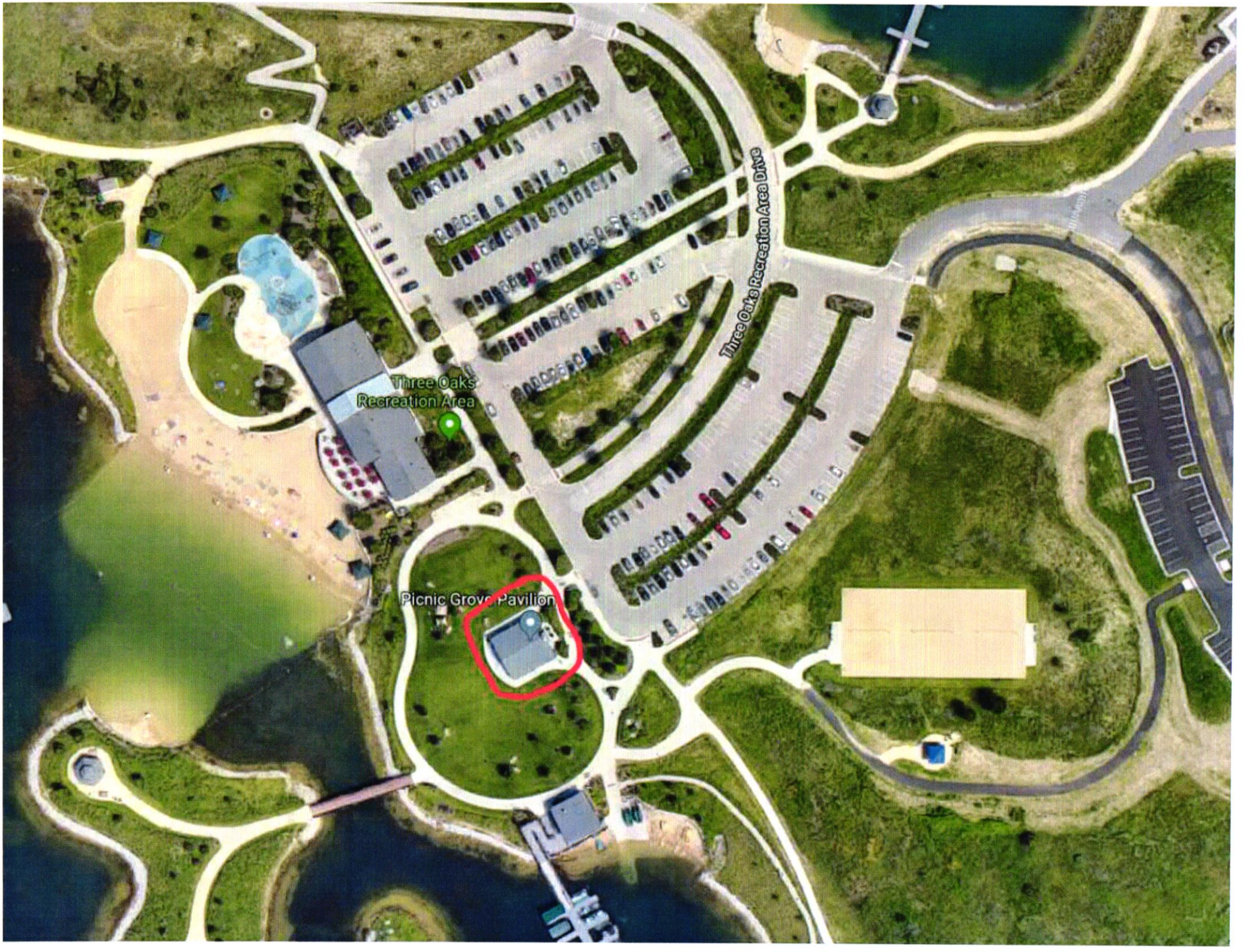
111 Erick St
Unit 115
Crystal Lake, IL 60014

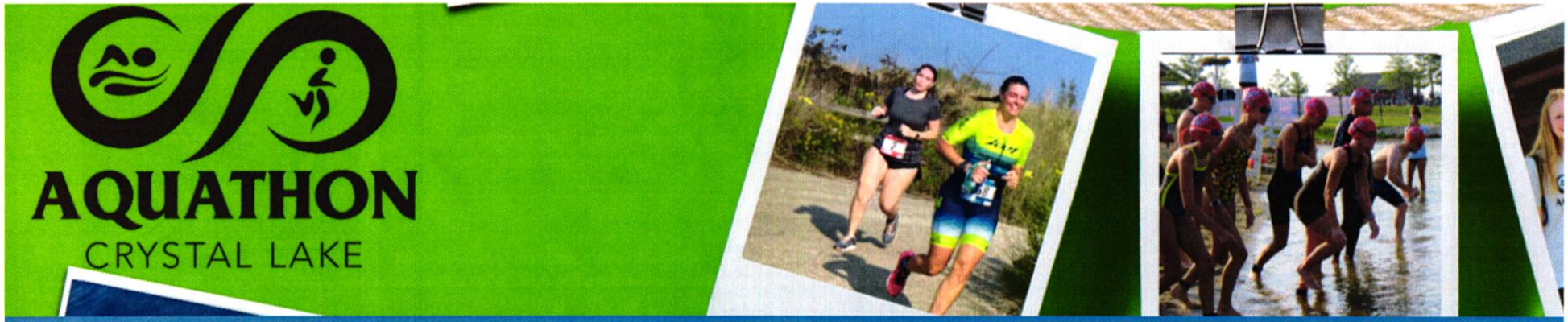
815.893.0259 *Office*

www.gotrnwil.org

Girls on the run


THREE OAKS
RECREATION AREA
CITY OF CRYSTAL LAKE
ILLINOIS
Route 14
Private Property
North Lake
South Lake
Main Street
Pingree Road
Private Property
Restrooms
First Aid
Food
Shoreline Fishing Area
Shelter


Three Oaks Recreation Area Drive
Three Oaks Recreation Area
Picnic Grove Pavilion



Event details
Register
Transfer
Confirm registration
Volunteer
Promote event

Thank you to our 2023 Sponsors

Smith Running Academy

ZCWS
ZANCK, COEN, WRIGHT & SALADIN, P.C.

Join us for the 6th Annual Crystal Lake Aquathon

Sunday, July 30th, 2023

We are happy to bring back the Crystal Lake Aquathon for the 6th year (can you believe it???)! This annual event will be returning to the ideal confines of Three Oaks Recreational Center in Crystal Lake, IL. As the only aquathon in the state of Illinois, this race will offer 3 timed options. All proceeds from the race benefit Girls on the Run of Northwest Illinois!

Timed Races

- Sprint Distance (500m swim, 5k run)
- Olympic Distance (1 mile swim, 10k run)
- 2 Mile Swim
-1 Mile Swim. Please note the 1-mile swim does not include awards but is timed.

The swim portion takes place in a modified quarry (swim around 3 islands!), and the run is on a combination of trail, sand, and pavement. Wet suits will be allowed if it is below 78 degrees (decision to be made by City of Crystal Lake staff based on water temperature).

Kids' Race

The Kids' Race is perfect for anyone ages 7-12 that would like to try the Aquathon but needs a shorter distance. It includes a 250m swim and a 1 mile run. Swag is included, along with a swim cap. All Kids' Race participants will receive a finisher's medal however there are no awards. Lifeguards and a swim angel will be in the water with the swimmers for safety and encouragement. There is a relay option, so if your child wants to partner with a friend, it's a great way for them to compete together!

Adaptive Race

AQUATHON
CRYSTAL LAKE

Crystal Lake Aquathon - 2023
The Only Aquathon in Illinois

REGISTER

FOLLOW US ON INSTAGRAM

TRANSFER

Sun, July 30, 2023
7:30 AM CDT

Add to calendar

Three Oaks Recreation Area,

Agenda Item No: 11

City Council
Agenda Supplement

Meeting Date: July 18, 2023

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Request: Rezoning from O Office to R-3A Two-Family Residential

Petitioner: Florence St, LLC

PZC Recommendation: To approve the Planning & Zoning Commission (PZC) recommendation and adopt an Ordinance granting a Rezoning to R-3A Two-Family Residential at 230 Florence Street

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

Background:

- Request: The petitioner is requesting the property be rezoned to R-3A Two-Family Residential to allow for a single-family residence. This zoning district would fit with the character of the area.
- Land Use: The Comprehensive Land Use Map shows the area as Urban Residential, which is an appropriate land use for a single-family residence.
- Zoning: The subject property is currently zoned O Office.
- The petitioner is requesting to rezone the property from O Office to R-3A Two-Family Residential to allow for a single-family residence only due to the lot area and lot width requirements. In addition, surrounding residential is zoned R-3A.
- The property currently does not provide any off-street parking on-site. The UDO requires a single-family residence to provide at least two spaces, with one in an enclosed garage and one on a driveway that is at least 21 feet in length. As a condition of approval, the petitioner will be required to construct a detached garage within 6 months from the date of approval.
- The petitioner will also need to secure a temporary location for vehicles to park until the garage is complete.

PZC Highlights:

- The petitioner's Attorney spoke to the request. She described the existing layout of the interior and that it was previously a home converted to an office. She indicated the petitioner will start by renovating the interior. The petitioner agrees to the conditions of approval and will reach out to the First Congregational Church of Crystal Lake regarding a parking agreement once they have a construction timeline.
- The property will be used as a long-term rental. It will not be used as an Airbnb or any similar short-term rental use. The property owner may eventually live in the home as well.
- The PZC was supportive of the request. They felt it met the Findings of Fact.

The PZC recommended **approval (5-0)** of the petitioners' request with the following conditions:

1. The subject property is permitted to be used as a single-family residence only due to the lot area and lot width requirements.

2. The petitioner must construct a new detached garage within six months from the date of approval. Prior to construction, the petitioner must have an approved building permit.

3. The petitioner must secure off-site parking for the residents until the garage is complete.

Votes Required to Pass: A simple majority.

dotloop signature verification: dtlp.us/sGFv-wXQc-u8Tf

Acknowledgement Form

Regarding the Rezoning at 230 Florence Street. Please check one of the choices and sign below.

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

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

_____

_____

Petitioner's Name: Sam S Sicurella dotloop verified 07/04/23 10:14 AM CEST OT61-Y19L-GEBJ-CSP2 Date: 07/04/2023

Signature

Recommended Conditions:

1. The subject property is permitted to be used as a single-family residence only due to the lot area and lot width requirements.

2. The petitioner must construct a new detached garage within six months from the date of approval. Prior to construction, the petitioner must have an approved building permit.

3. The petitioner must secure off-site parking for the residents until the garage is complete.

PIQ Map
230 Florence Street



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A REZONING FROM O OFFICE TO R-3A TWO-FAMILY RESIDENTIAL AT 230 FLORENCE STREET

WHEREAS, pursuant to the terms of a Petition (File #PLN-2022-129) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested the issuance of Rezoning to R-3A Two-Family Residential at 230 Florence Street; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to the legal notice published on June 6, 2023 in the Northwest Herald, held a public meeting at 7:00 p.m., on June 21, 2023 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Rezoning, and

WHEREAS, on June 21, 2023, the Planning and Zoning Commission, having fully heard and considered the information of all those present at the public meeting who wished to testify, made findings of fact as required by law and recommended to the Mayor and City Council of the City of Crystal Lake that the proposed Rezoning be approved, as documented in the minutes; and

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

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

Section I: That a Rezoning to R-3A Two-Family Residential zoning district for a single-family residence for the property commonly known as 230 Florence Street (19-06-280-010), Crystal Lake, Illinois is hereby approved.

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

1. The subject property is permitted to be used as a single-family residence only due to the lot area and lot width requirements.

Draft

2. The petitioner must construct a new detached garage within six months from the date of approval. Prior to construction, the petitioner must have an approved building permit.

3. The petitioner must secure off-site parking for the residents until the garage is complete.

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

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

DATED at Crystal Lake, Illinois, this 18th day of July, 2023.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Passed: July 18, 2023
Approved: July 18, 2023

Draft

#2022-16
230 Florence Avenue Rezoning
Project Review for Planning and Zoning Commission

Meeting Date:	June 21, 2023
Requests:	Rezoning from O Office to R-3A Two-Family Residential
Location:	230 Florence Avenue
Acreage:	Approximately 8,700 square feet
Zoning:	O Office
Requested Zoning:	R-3A Two-Family Residential
Surrounding Properties:	North: O Office & R-3A Two-Family Residential South: R-2 Single-Family Residential East: O Office West: R-2 Single-Family Residential & R-3A Two-Family Residential
Staff Contact:	Katie Rivard (815.356.3612)

Background:

- The subject property was previously used as an office. The petitioner purchased the property and would like to use the structure as a single-family residence. Residential uses are not permitted in the O Office zoning district.
- The property is bounded by another office use, the First Congregational Church of Crystal Lake and other residences.

Development Analysis:

General:

- The subject property is currently zoned O Office. The petitioner is requesting the property be rezoned to R-3A Two-Family Residential to allow for a single-family residence. This zoning district would fit with the character of the area.
- . The Comprehensive Land Use Map shows the area as Urban Residential, which is an appropriate land use for a single-family residence.

- The property currently does not provide any off-street parking on-site. The UDO requires a single-family residence to provide at least two spaces, with one in an enclosed garage and one on a driveway that is at least 21 feet in length.
- As a condition of approval, the petitioner will be required to construct a detached garage within 6 months from the date of approval. The detached garage must meet the UDO standards for accessory structures, as well as, the off-site parking requirements for a single-family residence.
- The petitioner will also need to secure a temporary location for vehicles to park until the garage is complete. McCormick Park parking includes overnight restricts since it is considered on-street parking.

Findings of fact:

Rezoning

- The property is currently zoned O Office.
- The property would be rezoned to R-3A Two-Family Residential. The Two-Family District zoning criteria are:
  - ✓ General: This district is to encourage diverse functioning neighborhoods by allowing two-family dwellings while still permitting detached single-family dwellings.
  - ✓ Character: This district allows for a moderate density of development with characteristics similar to single-family neighborhoods. It is characterized by moderate impervious surface ratios.
  - ✓ Uses: This district is for residential neighborhoods, while encouraging a variety of housing types to meet one and two-family residential needs. Complementary uses such as certain civic and recreational uses are permitted, but are subject to restrictions set forth in this Ordinance to preserve the residential nature of these districts.

Criteria for Rezoning

(a) The existing uses and zoning of nearby property.
☒ *Meets* ☐ *Does not meet*

(b) The extent to which property values are diminished by a particular zoning classification or restriction.
☒ *Meets* ☐ *Does not meet*

(c) The extent to which the destruction of property value of a petitioner property owner promotes the health, safety, morals or general welfare of the public.
☒ *Meets* ☐ *Does not meet*

(d) The relative gain to the public as opposed to the hardship imposed on a petitioning property owner.
☒ *Meets* ☐ *Does not meet*

(e) The suitability of the subject property for its zoned purposes.
☒ *Meets* ☐ *Does not meet*

(f) The length of time the property has been vacant as zoned, considered in the context of land development in the area.
☒ *Meets* ☐ *Does not meet*

(g) The Comprehensive Plan designation and the current applicability of that designation.
☒ *Meets* ☐ *Does not meet*

(h) The evidence or lack of evidence, of community need for the use proposed.
☒ *Meets* ☐ *Does not meet*

Comprehensive Land Use Plan 2030 Summary Review:

The Comprehensive Plan designates the subject property as Urban Residential. The following goals are applicable to this request:

Land Use – Main Goal

Goal: Balance the various land uses within the City to create more compact, mixed-use livable neighborhoods while providing a variety of housing, jobs, transportation options and business services.

This can be accomplished with the following supporting actions:

Supporting Action: Maintain compatibility with adjacent land use throughout the City and with neighboring communities.

Success Indicator: The number of new tenant occupancies in existing buildings.

Land Use – Residential

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

This can be accomplished with the following supporting actions:

Supporting Action: Provide for a reasonable rate of residential growth especially infill growth and mixed-use development which take advantage of existing city services.

Success Indicator: Number of building permits issued for new construction on infill lots.

Recommended Conditions:

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

1. The subject property is permitted to be used as a single-family residence only due to the lot area and lot width requirements.

2. The petitioner must construct a new detached garage within six months from the date of approval. Prior to construction, the petitioner must have an approved building permit.

3. The petitioner must secure off-site parking for the residents until the garage is complete.

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

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

Owner Information

Name: Florence St, LLC

Address: 3213 East Solon Road

Richmond, IL 60071

Phone: 815-382-1653

E-mail: florencestreetinfo@gmail.com

Project Name & Description: Rezoning of property to Single Family Residential

Project Address/Location: 230 Florence St., Crystal Lake, IL 60014

Signature

Tyler Lewke 05/10/2023

Owner: Print and Sign name Date

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

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, JUNE 21, 2023
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

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

CALL TO ORDER

On roll call, members, Greenman, Gronow, Skluzacek, Teetsov and Smith were present.

Katie Rivard, Assistant City Planner, was present from Staff.

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

APPROVE MINUTES OF THE MAY 17, 2023 PLANNING AND ZONING COMMISSION MEETING

Mr. Smith moved to approve the minutes from the May 17, 2023 regular Planning and Zoning Commission meeting. Mr. Gronow seconded the motion. On voice vote, members Skluzacek, Gronow, Smith, Teetsov and Greenman voted aye. Motion passed.

2022-129 – 230 FLORENCE STREET – REZONING

Rezoning from O – Office zoning district to R-3A Two-Family Residential zoning district for a single-family residence.

Ms. Kelly Lancaster, Attorney for the petitioner, was present to represent the petition. Ms. Lancaster explained the request. The property is a home that was converted to an office. The current layout has a reception area with three rooms on the first floor, and four rooms and a bathroom on the second floor. It would be converted to a 3-bedroom, 1-bath home. The petitioner will construct a detached garage and is requesting six months to complete the construction.

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

Ms. Rivard summarized the request highlighting the Comprehensive Plan, surrounding zoning, the proposed detached garage and the intent to use the home for single-family residential only.

Mr. Greenman opened the public hearing again as new audience members arrived.

Two audience members expressed their interest in leasing the property.

Mr. Greenman closed the public hearing and turned it over to the Commission.

Mr. Smith stated this is a straightforward request. Mr. Smith asked if this would be a long-term rental. Ms. Lanaster stated yes, and that it would not be an AirBnB or any similar short-term rental uses. She also stated the owner may potentially live there full-time as well.

Ms. Teetsov asked about the proposed location of the detached garage and if the garage's siding will match the home. Ms. Lancaster noted the location and confirmed the exterior would complement the home. Ms. Teetsov stated she has no concerns with the request.

Mr. Gronow stated this is a straightforward request. Mr. Gronow asked about the timeline. Ms. Lancaster stated the petitioner will complete the interior work first and then approach the Church regarding a parking agreement while they construct the garage. Mr. Gronow asked if there was currently a kitchen. Ms. Lancaster responded no not currently.

Mr. Skluzacek asked about off-site parking. Ms. Lancaster explained they are working on a timeline and will approach the Church at a later date. Mr. Skluzacek stated he had no concerns with the request.

Mr. Greenman stated the Commission unanimously determined the petition met the Findings of Fact. Mr. Greenman asked if there should be a condition of approval that the garage complement the home. Mr. Smith stated it is a UDO requirement.

Mr. Smith made a motion to approve 2022-129, the Rezoning from O – Office zoning district to R-3A Two-Family Residential zoning district for a single-family residence with the following staff conditions:

1. The subject property is permitted to be used as a single-family residence only due to the lot area and lot width requirements.

2. The petitioner must construct a new detached garage within six months from the date of approval. Prior to construction, the petitioner must have an approved building permit.

3. The petitioner must secure off-site parking for the residents until the garage is complete.

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

REPORT FROM PLANNING

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

COMMENTS FROM THE COMMISSION

None.

ADJOURNMENT

Mr. Gronow made a motion to adjourn the meeting. Mr. Skluzacek seconded the motion. On voice vote, all members voted aye. The meeting was adjourned at 7:16 p.m.

PLAT OF SURVEY

SHEET 1 OF 1

PARCEL DETAILS

ADDRESS: 230 FLORENCE ST.,
CRYSTAL LAKE, IL 60014
PIN NO.: 19-06-280-010

LEGAL DESCRIPTION

LOT 3 IN BLOCK 2 IN THE ORIGINAL PLAT OF CRYSTAL LAKE, BEING A SUBDIVISION OF PART OF THE EAST HALF OF LOT 1 OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 21, 1840 IN BOOK B OF DEEDS, PAGE 128, IN MCHENRY COUNTY, ILLINOIS.

SURVEYOR'S NOTES

1. FIELD WORK COMPLETED ON 10/25/2019.
2. BEARINGS ARE ASSUMED. THE BEARINGS ARE BASED UPON THE NORTHWEST LINE OF FLORENCE STREET BEING SOUTH 49 DEGREES 50 MINUTES 50 SECONDS WEST.
3. NO ANGLES OR DISTANCES ARE TO BE ASSUMED BY SCALING.
4. MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
5. A PRELIMINARY TITLE COMMITMENT WAS NOT FURNISHED TO EZ SURVEYING, INC. FOR USE IN THE PREPARATION OF THIS PLAT. THEREFORE, ADDITIONAL EASEMENTS AND/OR SERVITUDES MAY AFFECT THE SUBJECT LOT. THE EASEMENTS SHOWN HEREON ARE PROVIDED FROM THE USE OF THE RECORDED SUBDIVISION PLAT. FOR BUILDING LINES AND EASEMENTS REFER TO ABSTRACT OF TITLE FOR POSSIBLE ADDITIONAL EASEMENTS, COVENANT RESTRICTIONS OR OTHER ENCUMBRANCES UPON SUBJECT TO PROPERTY. REFER TO VILLAGE, CITY, OR COUNTY CODES FOR FRONT, SIDE, AND/OR REAR BUILDING SETBACK RESTRICTIONS. NO SEARCH OF THE RECORDS FOR EASEMENTS OR ENCUMBRANCES WAS MADE AS PART OF THIS SURVEY.
6. THIS PLAT IS NOT VALID WITHOUT THE SURVEYOR'S ORIGINAL SIGNATURE AND SEAL.
7. COMPARE THE DESCRIPTION ON THIS PLAT WITH YOUR DEED OR CERTIFICATE OF TITLE. ALSO COMPARE ALL POINTS BEFORE BUILDING, AND REPORT ANY DIFFERENCES TO THE SURVEYOR IMMEDIATELY.

SURVEYOR'S CERTIFICATE

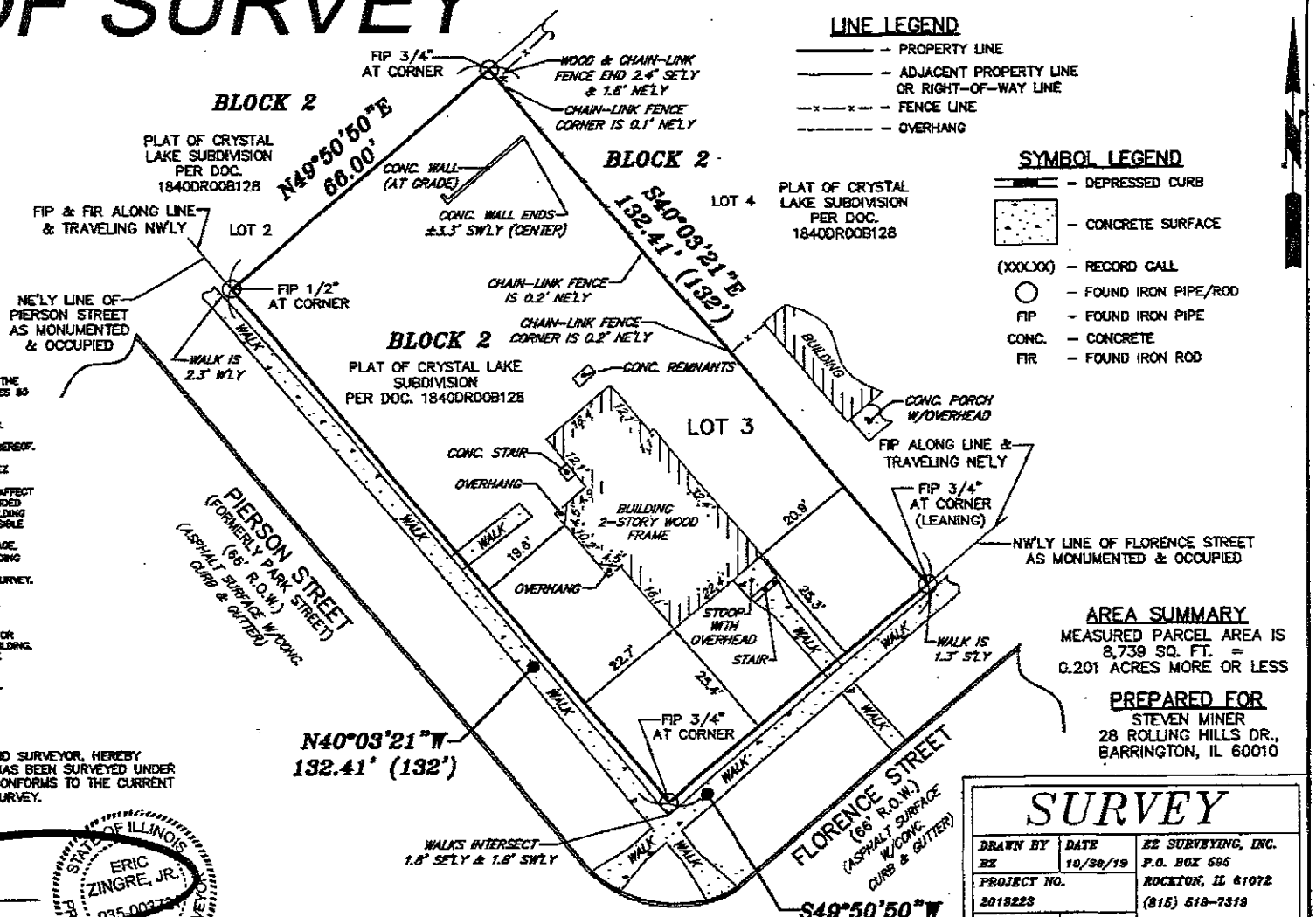
STATE OF ILLINOIS)
SS.
COUNTY OF WINNEBAGO)

I, ERIC ZINGRE JR, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY HAS BEEN SURVEYED UNDER MY DIRECTION AND THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED THIS 25TH DAY OF OCTOBER, A.D., 2019.

STATE OF ILLINOIS — ERIC ZINGRE, JR. — 035-003721 — PROFESSIONAL LAND SURVEYOR

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3721
MY REGISTRATION ON INACTIVE STATUS
PROFESSIONAL DESIGN LICENSE NO.: 184-005886
EXPIRATION DATE IS APRIL 30, 2021



LINE LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE OR RIGHT-OF-WAY LINE
- FENCE LINE
- OVERHANG

SYMBOL LEGEND

- DEPRESSED CURB
- CONCRETE SURFACE
- (XXX.XX) – RECORD CALL
- ○ – FOUND IRON PIPE/ROD
- FIP – FOUND IRON PIPE
- CONC. – CONCRETE
- FIR – FOUND IRON ROD

AREA SUMMARY

MEASURED PARCEL AREA IS
8,739 SQ. FT. ±
0.201 ACRES MORE OR LESS

PREPARED FOR

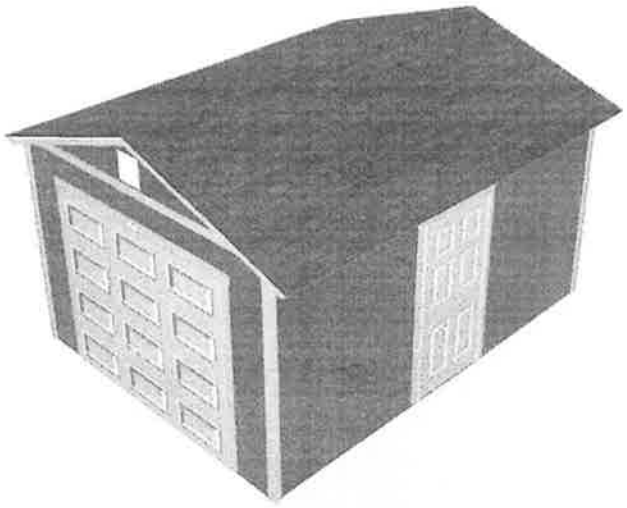
STEVEN MINER
28 ROLLING HILLS DR.,
BARRINGTON, IL 60010

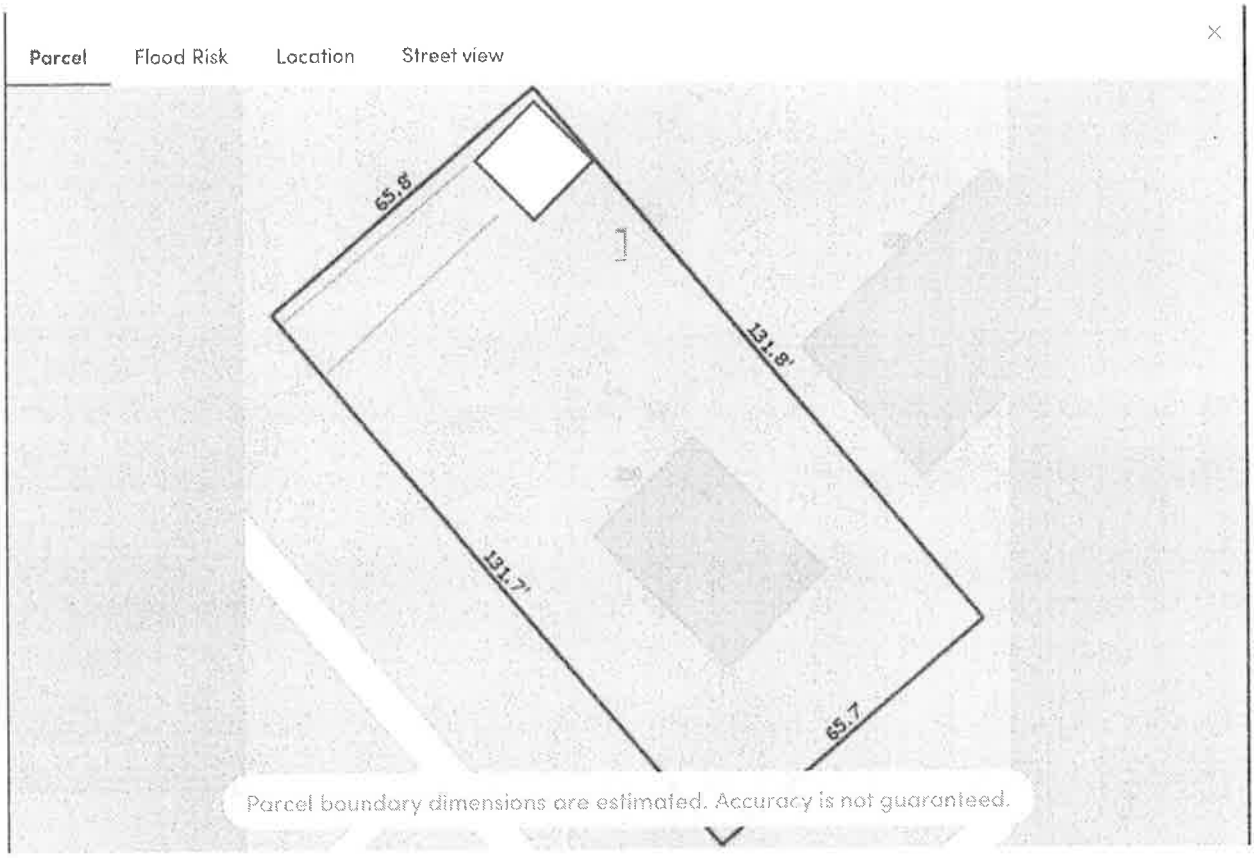
SURVEY

DRAWN BY: EZ	DATE: 10/30/19	EZ SURVEYING, INC.
PROJECT NO.: 2019223		P.O. BOX 595
		ROCKTON, IL 61072
SCALE: 1" = 20'	SHEET: 1 OF 1	(815) 519-7318
		ERIC@EZSURVEYING.COM
		WWW.EZSURVEYING.COM

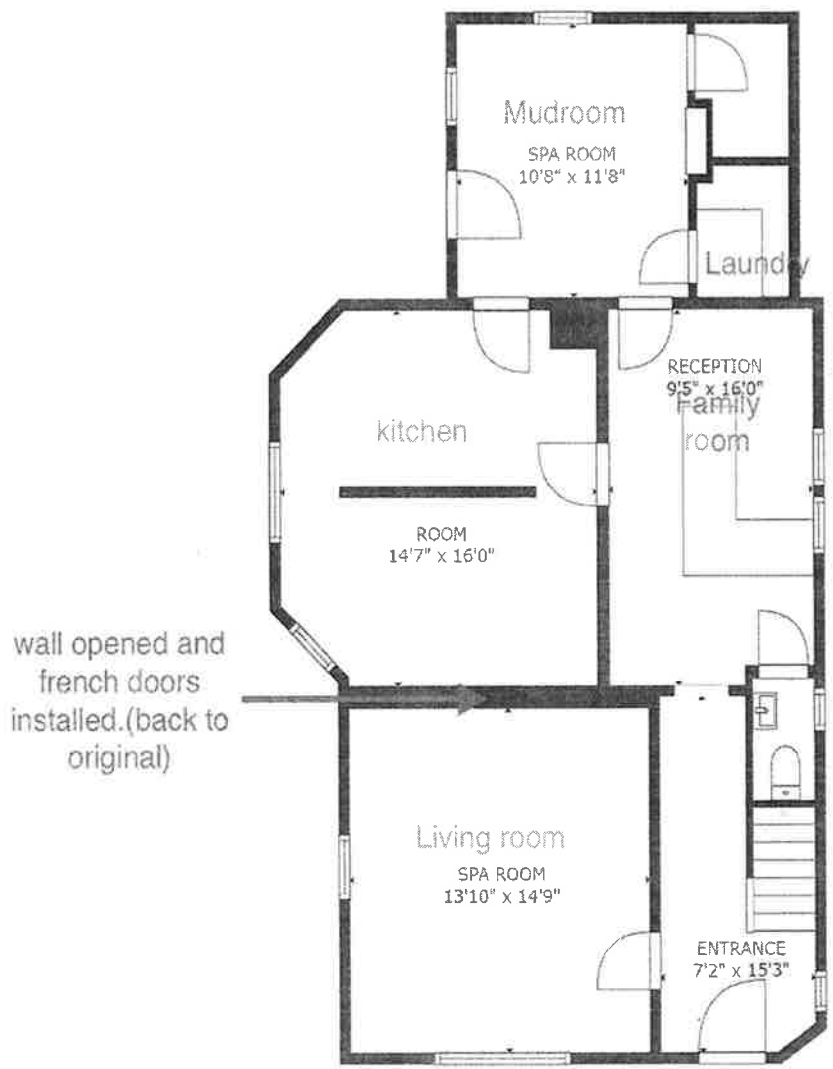
ALL RIGHTS RESERVED ©COPYRIGHT 2019

Premier Ranch Garage - 12' wide by 16' long

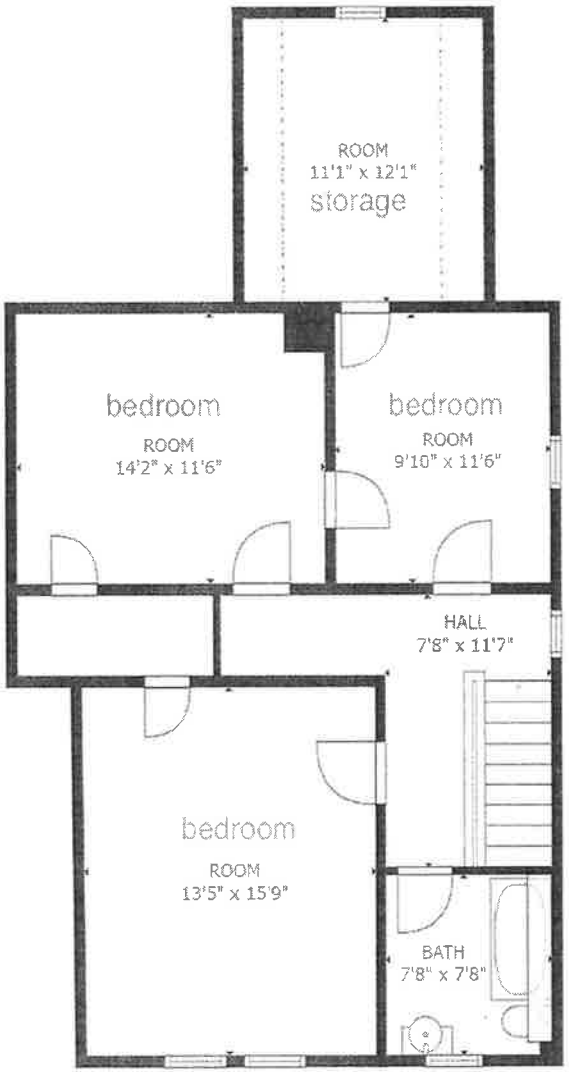



Parcel
Flood Risk
Location
Street view
65.8'
131.8'
131.7'
65.7
Parcel boundary dimensions are estimated. Accuracy is not guaranteed.





FLOOR 1



FLOOR 2

Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: July 18, 2023

Item: Bid Award for Police Directed Towing Services

Staff Recommendation: Motion to award contracts for police directed towing services to the lowest responsive, responsible bidders: Herrick Auto Rebuilders, Inc.; Ormsby Motors, Inc.; Whitey's Towing, Inc.; and First Class Towing and Recovery, and adopt a resolution authorizing the City Manager to execute two-year agreements for police directed towing services with Herrick Auto Rebuilders, Inc.; Ormsby Motors, Inc.; Whitey's Towing Inc.; and First Class Towing and Recovery in the bid amount.

Staff Contact: James Black, Chief of Police

Background:

In 2015, the City initiated a competitive bidding process for Police Directed Towing Services. The Police Department utilizes towing services during such events as crash investigations when vehicles are immovable, when operators are arrested and the vehicles are unable to be released to another party, for disabled vehicles on the roadway, during seizures or impoundments, when requested by the owner or operator, for abandoned vehicles from private property at the request of the landowner, and certain parking violations that conform to the Illinois Vehicle Code. During subsequent contract years in 2017, 2019, and 2021, only responsive and responsible bidders were awarded the bid and were contracted to perform police directed towing services for two years. The current contracts with the three towing agencies are set to expire on July 31, 2023. The City reinitiated the competitive bidding process and on May 2, 2023, a set of bidding documents, including comprehensive specifications and a model towing services contract developed by staff, was issued to potential bidders on the City's BidSync program. Eleven parties viewed the bid; however, only four offered a proposal.

On Thursday, June 1, 2023, the City publicly opened and read aloud four bids received for police directed towing services. The four bidders were First Class Towing and Recovery, Herrick Auto Rebuilders, Inc., Ormsby Motors, Inc., and Whitey's Towing, Inc. Three of these towing firms represent those whom are currently under contract. Only First Class Towing and Recovery is not currently contracted with the City.

The bid process resulted in all four bidders submitting the required documentation. The bidders provided different rates for different services, as described below. Staff thus decided that the most equitable method for evaluating the bids was to determine the lowest bid for each service and to award contracts to all of the bidders that would be agreeable to providing each service at the lower bid amount. Staff identified the lowest bids and then met with each bidder to review the results and discuss any issues discovered during the bid process. The following chart sets out the key bid result details:

Service	Ormsby	Whiteys	Herricks	First Class	Lowest Bid	2021 Price
BHs Tow TC, Arrest, Impound >12,000lbs	$225.00	$275.00	$225.00	$200.00	$200.00	$195.00
AHs Tow TC, Arrest, Impound >12,000lbs	$225.00	$300.00	$225.00	$200.00	$200.00	$195.00
BHs Tow Disabled >12,000lbs	$175.00	$200.00	$175.00	$175.00	$175.00	$75.00
AHs Tow Disabled >12,000lbs	$200.00	$225.00	$200.00	$200.00	$200.00	$90.00
BHs Tow TC, Arrest, Impound <12,000lbs	$200.00	$200.00	$200.00	$170.00	$170.00	$180.00
AHs Tow TC, Arrest, Impound <12,000lbs	$200.00	$225.00	$200.00	$170.00	$170.00	$200.00
BHs Tow Disabled <12,000lbs	$100.00	$125.00	$100.00	$90.00	$90.00	$150.00
AHs Tow Disabled <12,000lbs	$125.00	$150.00	$125.00	$100.00	$100.00	$170.00
All Out of Town Not to Exceed per mile	$5.00	$5.00	$5.00	$6.00	$5.00	$4.00
BHs Service Call no tow	$100.00	$80.00	$100.00	$75.00	$75.00	$55.00
AHs Service Call no tow	$200.00	$100.00	$125.00	$85.00	$85.00	$75.00
BHs Recovery Fee >26,000lbs	$150.00	$175.00	$150.00	$160.00	$150.00	$125.00
AHs Recovery Fee >26,000lbs	$200.00	$200.00	$200.00	$200.00	$200.00	$150.00
BHs Under-Reach per hour	$450.00	$450.00	$450.00	$350.00	$350.00	$350.00
AHs Under-Reach per hour	$460.00	$475.00	$450.00	$350.00	$350.00	$350.00
Cage Brakes/Drive Shaft Additional Charges	$95.00	-	-	$80.00	-	-
Special Handling Fees per hour	$95.00	$125.00	$95.00	$95.00	$95.00	$95.00
Debris Clean-Up per Vehicle	$50.00	$50.00	$50.00	$45.00	$45.00	$50.00
Police Vehicle Tows	$95.00	$50.00	$95.00	$50.00	$50.00	$45.00
Standby Time per hour	$100.00	$75.00	$100.00	$60.00	$60.00	$60.00
Outside City Retrieval per hour	$95.00	$75.00	$100.00	$60.00	$60.00	$60.00
Outside City Retrieval per mile	$5.00	$5.00	$5.00	$4.00	$4.00	$4.00
Oil Clean-Up	$25.00	$35.00	$25.00	$25.00	$25.00	$25.00
Outside Storage >12,000lbs	$70.00	$75.00	$70.00	$60.00	$60.00	$45.00
Inside Storage >12,000lbs	$80.00	$100.00	$80.00	$75.00	$75.00	$55.00
Outside Storage <12,000lbs	$60.00	$60.00	$60.00	$45.00	$45.00	$55.00
Inside Storage <12,000lbs	$70.00	$70.00	$70.00	$55.00	$55.00	$65.00

The pricing for the majority of specific towing services either decreased slightly or remained the same from the 2021 level. The accumulative pricing for all services increased by $171.00 during this latest bidding process.

The City's towing ordinance and the bid specifications allow the selection of up to four tow companies for police directed towing services. The tow companies that are awarded the bid are put into a rotation for services by incident. The four bidders have agreed to provide each service at the lowest bid for that service. Further, each towing company has met the City's ordinance requirements.

Legal staff has reviewed the towing contract.

Recommendation:

The City Manager's Office and the Police Department have reviewed all bids received for completeness and accuracy in accordance with bid requirements. Staff recommends that all four bidders be awarded a contract for police directed towing services.

Votes Required to Pass:

Simple majority

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager be and he is hereby authorized and directed to execute towing services contracts between the City of Crystal Lake and Herrick Auto Rebuilders, Inc.; Ormsby Motors, Inc.; Whitey's Towing, Inc.; and First Class Towing and Recovery for Police Department directed towing, for two years beginning on August 1, 2023.

DATED this 18th day of July 2023.

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED:
APPROVED:

EXHIBIT B

MODEL CONTRACT AND SCOPE OF SERVICES

CITY OF CRYSTAL LAKE

CONTRACT FOR TOWING SERVICES

In consideration of the provisions of this document, the City of Crystal Lake, an Illinois municipal corporation (the "*City*"), and Ormsby Motors (the "*Towing Firm*"), agree on August 1st, 2023, as follows:

Section 1. Services

The Towing Firm will provide all of the services described in the "Specifications For Towing Services" attached to this Contract as Attachment A (the "*Services*"). The Towing Firm will provide the Services in strict compliance with this Contract and the Crystal Lake City Code (the "*City Code*") and in accordance with industry standards for performing similar services.

Section 2. Commencement Date; Term

The Towing Firm will commence the Services immediately after execution of this Contract and perform the Services until this Contract expires or is terminated. This Contract is for a term ending on July 31st, 2025.

Section 3. Review And Incorporation Of Contract Provisions

The Towing Firm represents and warrants that it has carefully reviewed, and fully understood, this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract, including the Invitation and Instructions For Bidders attached hereto as Exhibit A.

Section 4. Financial and Technical Ability to Perform

The Towing Firm represents and warrants that it is financially solvent and that it has the financial resources, experience, competency, capital, facilities, plant, organization, and employees necessary to perform the Services in full compliance with this Contract.

Section 5. Disclosures

The Towing Firm, prior to the commencement of Services and at least every six months during the term of this Contract, must provide to the City: (1) a list of the tow truck operators it employs or otherwise engages, including each operator's name; date of birth; home address; driver's license number, state, and classification; and years employed by the Towing Firm, and (2) a list of every tow truck the Towing Firm may use to provide services to the City, including the year, make, model, type, serial number, registration number, and towing capacity of each truck.

Section 6. Personnel and Subcontractors

A. Personnel. The Towing Firm is responsible for providing all personnel necessary to complete the Services.

B. Approval and Use of Subcontractors. The Towing Firm must perform all Services itself, using its own personnel and equipment, unless otherwise approved by the City in advance in writing. The Towing Firm may not utilize subcontractors to perform any of the Services and the utilization of subcontractors will not be approved by the City.

Section 7. Contract Not Exclusive

This Contract is not exclusive. The City will select and use other towing firms to provide Towing Services.

Section 8. Risk of Loss

The Services and everything pertaining to them are provided, performed, and completed at the sole risk and cost of the Towing Firm. The Towing Firm is responsible for any and all damages to property or persons resulting from the Towing Firm's performance of the Services, regardless of the availability or unavailability of any insurance.

Section 9. Insurance

Contemporaneous with the Towing Firm's execution of this Contract, the Towing Firm must provide certificates of insurance evidencing at least the minimum insurance coverage and limits set forth in Attachment A and must maintain such coverage and limits at all times during the term of this Contract. Such policies must be in a form acceptable to the City and from companies with a general rating of A, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise acceptable to the City. Each insurance policy must name the City as an additional insured and must provide that no change, modification in, or cancellation of any insurance will become effective until the expiration of 30 days after written notice of the change, modification or cancellation has been given by the insurance company to the City.

Section 10. Indemnification

The Towing Firm must, without regard to the availability or unavailability of any insurance either of the City or the Towing Firm, indemnify and defend the City against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the Towing Firm's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Towing Firm, except to the extent caused by the negligence of, or the intentional, willful, or wanton act of, the City or its employees.

Section 11. Payments

The Towing Firm will charge vehicle owners for Services only as specifically set forth in the pricing scheduled attached as Attachment B. Under no circumstances will the City be liable for, or responsible to make or collect, any charge or payment to or on behalf of the Towing Firm, except charges for Services performed on City-owned vehicles.

Section 12. City's Right To Terminate

A. If the City determines at any time that the Towing Firm has failed to perform the Services in compliance with this Contract or the City Code, then the City may terminate or suspend this Contract as provided in Sections 476-25 and 476-26 of the City Code.

B. If the City determines at any time during the term of the Contract that it is appropriate to issue a request for bids from towing firms to provide towing services to the Police Department (a "Request for Bids") under Section 476-7 of the City Code, then the City may terminate this Contract on 30 days notice to the Towing Firm. The Towing Firm may submit a bid in response to the Request for Bids.

Section 13. Towing Firm's Right To Terminate

The Towing Firm may terminate this Contract at any time by 30-day written notice to the City. Termination of this Contract by the Towing Firm will not relieve the Towing Firm of any liability to the City existing as of the date of the termination or accruing at any time as the result of, or related to, any act or failure to act on the part of the Towing Firm prior to the termination.

Section 14. No Collusion

The Towing Firm hereby represents and certifies that the Towing Firm is not barred from contracting with a unit of state or local government as a result of a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Towing Firm hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the City prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation if at any time it is found that the Towing Firm has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Towing Firm will be liable to the City for all loss or damage that the City may suffer thereby, and this Contract, at the City's option, will be null and void.

Section 15. Notices

All notices required or permitted to be given under this Contract must be in writing and will be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at

the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested. Notices and communications must be addressed and delivered as follows:

If to City:
City Manager
City of Crystal Lake
100 West Woodstock Street
Crystal Lake, Illinois 60014

If to Towing Firm;
Thomas D Ormsby
Ormsby Motors Inc
50 N Main St
Crystal Lake IL 60014

with a copy to:

Chief of Police
City of Crystal Lake
100 West Woodstock Street
Crystal Lake, Illinois 60014

By notice complying with the requirements of this Paragraph 15, the City or the Towing Firm may change the addressee for future notices to it.

Section 16. Governing Laws

This Contract and the rights of the City and the Towing Firm under this Contract must be interpreted according to the laws, but not the conflict of laws rules, of the State of Illinois.

Section 17. Compliance With Laws

The Towing Firm must ensure that the Services are performed in accordance with all required governmental permits, licenses, or other approvals and authorizations and in compliance with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.

The Towing Firm is solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Towing Firm's performance of the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract is deemed to be inserted herein.

Section 18. Entire Agreement

This Contract and the applicable provisions of the City Code set forth the entire agreement of the City and the Towing Firm with respect to the Services.

IN WITNESS WHEREOF, the City and the Towing Firm have caused this Contract to be executed by their duly authorized representatives as of the date first written above.

CITY OF CRYSTAL LAKE

By: _____

Attest:

By: _____

Ormsby Motors Inc

By: TZ D

Attest:

By:

EXHIBIT B

MODEL CONTRACT AND SCOPE OF SERVICES

CITY OF CRYSTAL LAKE

CONTRACT FOR TOWING SERVICES

In consideration of the provisions of this document, the City of Crystal Lake, an Illinois municipal corporation (the "*City*"), and Whitleys Towing Inc dba Dave Towing Inc. (the "*Towing Firm*"), agree on August 1st, 2023, as follows:

Section 1. Services

The Towing Firm will provide all of the services described in the "Specifications For Towing Services" attached to this Contract as Attachment A (the "*Services*"). The Towing Firm will provide the Services in strict compliance with this Contract and the Crystal Lake City Code (the "*City Code*") and in accordance with industry standards for performing similar services.

Section 2. Commencement Date; Term

The Towing Firm will commence the Services immediately after execution of this Contract and perform the Services until this Contract expires or is terminated. This Contract is for a term ending on July 31st, 2025.

Section 3. Review And Incorporation Of Contract Provisions

The Towing Firm represents and warrants that it has carefully reviewed, and fully understood, this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract, including the Invitation and Instructions For Bidders attached hereto as Exhibit A.

Section 4. Financial and Technical Ability to Perform

The Towing Firm represents and warrants that it is financially solvent and that it has the financial resources, experience, competency, capital, facilities, plant, organization, and employees necessary to perform the Services in full compliance with this Contract.

Section 5. Disclosures

The Towing Firm, prior to the commencement of Services and at least every six months during the term of this Contract, must provide to the City: (1) a list of the tow truck operators it employs or otherwise engages, including each operator's name; date of birth; home address; driver's license number, state, and classification; and years employed by the Towing Firm, and (2) a list of every tow truck the Towing Firm may use to provide services to the City, including the year, make, model, type, serial number, registration number, and towing capacity of each truck.

Section 6. Personnel and Subcontractors

A. Personnel. The Towing Firm is responsible for providing all personnel necessary to complete the Services.

B. Approval and Use of Subcontractors. The Towing Firm must perform all Services itself, using its own personnel and equipment, unless otherwise approved by the City in advance in writing. The Towing Firm may not utilize subcontractors to perform any of the Services and the utilization of subcontractors will not be approved by the City.

Section 7. Contract Not Exclusive

This Contract is not exclusive. The City will select and use other towing firms to provide Towing Services.

Section 8. Risk of Loss

The Services and everything pertaining to them are provided, performed, and completed at the sole risk and cost of the Towing Firm. The Towing Firm is responsible for any and all damages to property or persons resulting from the Towing Firm's performance of the Services, regardless of the availability or unavailability of any insurance.

Section 9. Insurance

Contemporaneous with the Towing Firm's execution of this Contract, the Towing Firm must provide certificates of insurance evidencing at least the minimum insurance coverage and limits set forth in Attachment A and must maintain such coverage and limits at all times during the term of this Contract. Such policies must be in a form acceptable to the City and from companies with a general rating of A, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise acceptable to the City. Each insurance policy must name the City as an additional insured and must provide that no change, modification in, or cancellation of any insurance will become effective until the expiration of 30 days after written notice of the change, modification or cancellation has been given by the insurance company to the City.

Section 10. Indemnification

The Towing Firm must, without regard to the availability or unavailability of any insurance either of the City or the Towing Firm, indemnify and defend the City against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the Towing Firm's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Towing Firm, except to the extent caused by the negligence of, or the intentional, willful, or wanton act of, the City or its employees.

Section 11. Payments

The Towing Firm will charge vehicle owners for Services only as specifically set forth in the pricing scheduled attached as Attachment B. Under no circumstances will the City be liable for, or responsible to make or collect, any charge or payment to or on behalf of the Towing Firm, except charges for Services performed on City-owned vehicles.

Section 12. City's Right To Terminate

A. If the City determines at any time that the Towing Firm has failed to perform the Services in compliance with this Contract or the City Code, then the City may terminate or suspend this Contract as provided in Sections 476-25 and 476-26 of the City Code.

B. If the City determines at any time during the term of the Contract that it is appropriate to issue a request for bids from towing firms to provide towing services to the Police Department (a "Request for Bids") under Section 476-7 of the City Code, then the City may terminate this Contract on 30 days notice to the Towing Firm. The Towing Firm may submit a bid in response to the Request for Bids.

Section 13. Towing Firm's Right To Terminate

The Towing Firm may terminate this Contract at any time by 30-day written notice to the City. Termination of this Contract by the Towing Firm will not relieve the Towing Firm of any liability to the City existing as of the date of the termination or accruing at any time as the result of, or related to, any act or failure to act on the part of the Towing Firm prior to the termination.

Section 14. No Collusion

The Towing Firm hereby represents and certifies that the Towing Firm is not barred from contracting with a unit of state or local government as a result of a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Towing Firm hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the City prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation if at any time it is found that the Towing Firm has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Towing Firm will be liable to the City for all loss or damage that the City may suffer thereby, and this Contract, at the City's option, will be null and void.

Section 15. Notices

All notices required or permitted to be given under this Contract must be in writing and will be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at

the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested. Notices and communications must be addressed and delivered as follows:

If to City:
City Manager
City of Crystal Lake
100 West Woodstock Street
Crystal Lake, Illinois 60014

If to Towing Firm;
Whiteys Towing Inc
dba D & R Towing Inc
710 Eastgate Rd
Crystal Lake, IL 60014

with a copy to:

Chief of Police
City of Crystal Lake
100 West Woodstock Street
Crystal Lake, Illinois 60014

By notice complying with the requirements of this Paragraph 15, the City or the Towing Firm may change the addressee for future notices to it.

Section 16. Governing Laws

This Contract and the rights of the City and the Towing Firm under this Contract must be interpreted according to the laws, but not the conflict of laws rules, of the State of Illinois.

Section 17. Compliance With Laws

The Towing Firm must ensure that the Services are performed in accordance with all required governmental permits, licenses, or other approvals and authorizations and in compliance with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.

The Towing Firm is solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Towing Firm's performance of the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract is deemed to be inserted herein.

Section 18. Entire Agreement

This Contract and the applicable provisions of the City Code set forth the entire agreement of the City and the Towing Firm with respect to the Services.

IN WITNESS WHEREOF, the City and the Towing Firm have caused this Contract to be executed by their duly authorized representatives as of the date first written above.

CITY OF CRYSTAL LAKE

By: _____

Attest:

By: _____

Whitey's Towing Inc dba D+R Towing Inc.

By: _____

Attest:

By: Connie M Blank

EXHIBIT B

MODEL CONTRACT AND SCOPE OF SERVICES

CITY OF CRYSTAL LAKE

CONTRACT FOR TOWING SERVICES

In consideration of the provisions of this document, the City of Crystal Lake, an Illinois municipal corporation (the "*City*"), and Herrick Auto Rebuilders (the "*Towing Firm*"), agree on August 1st, 2023, as follows:

Section 1. Services

The Towing Firm will provide all of the services described in the "Specifications For Towing Services" attached to this Contract as Attachment A (the "*Services*"). The Towing Firm will provide the Services in strict compliance with this Contract and the Crystal Lake City Code (the "*City Code*") and in accordance with industry standards for performing similar services.

Section 2. Commencement Date; Term

The Towing Firm will commence the Services immediately after execution of this Contract and perform the Services until this Contract expires or is terminated. This Contract is for a term ending on July 31st, 2025.

Section 3. Review And Incorporation Of Contract Provisions

The Towing Firm represents and warrants that it has carefully reviewed, and fully understood, this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract, including the Invitation and Instructions For Bidders attached hereto as Exhibit A.

Section 4. Financial and Technical Ability to Perform

The Towing Firm represents and warrants that it is financially solvent and that it has the financial resources, experience, competency, capital, facilities, plant, organization, and employees necessary to perform the Services in full compliance with this Contract.

Section 5. Disclosures

The Towing Firm, prior to the commencement of Services and at least every six months during the term of this Contract, must provide to the City: (1) a list of the tow truck operators it employs or otherwise engages, including each operator's name; date of birth; home address; driver's license number, state, and classification; and years employed by the Towing Firm, and (2) a list of every tow truck the Towing Firm may use to provide services to the City, including the year, make, model, type, serial number, registration number, and towing capacity of each truck.

Section 6. Personnel and Subcontractors

A. Personnel. The Towing Firm is responsible for providing all personnel necessary to complete the Services.

B. Approval and Use of Subcontractors. The Towing Firm must perform all Services itself, using its own personnel and equipment, unless otherwise approved by the City in advance in writing. The Towing Firm may not utilize subcontractors to perform any of the Services and the utilization of subcontractors will not be approved by the City.

Section 7. Contract Not Exclusive

This Contract is not exclusive. The City will select and use other towing firms to provide Towing Services.

Section 8. Risk of Loss

The Services and everything pertaining to them are provided, performed, and completed at the sole risk and cost of the Towing Firm. The Towing Firm is responsible for any and all damages to property or persons resulting from the Towing Firm's performance of the Services, regardless of the availability or unavailability of any insurance.

Section 9. Insurance

Contemporaneous with the Towing Firm's execution of this Contract, the Towing Firm must provide certificates of insurance evidencing at least the minimum insurance coverage and limits set forth in Attachment A and must maintain such coverage and limits at all times during the term of this Contract. Such policies must be in a form acceptable to the City and from companies with a general rating of A, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise acceptable to the City. Each insurance policy must name the City as an additional insured and must provide that no change, modification in, or cancellation of any insurance will become effective until the expiration of 30 days after written notice of the change, modification or cancellation has been given by the insurance company to the City.

Section 10. Indemnification

The Towing Firm must, without regard to the availability or unavailability of any insurance either of the City or the Towing Firm, indemnify and defend the City against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the Towing Firm's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Towing Firm, except to the extent caused by the negligence of, or the intentional, willful, or wanton act of, the City or its employees.

Section 11. Payments

The Towing Firm will charge vehicle owners for Services only as specifically set forth in the pricing scheduled attached as Attachment B. Under no circumstances will the City be liable for, or responsible to make or collect, any charge or payment to or on behalf of the Towing Firm, except charges for Services performed on City-owned vehicles.

Section 12. City's Right To Terminate

A. If the City determines at any time that the Towing Firm has failed to perform the Services in compliance with this Contract or the City Code, then the City may terminate or suspend this Contract as provided in Sections 476-25 and 476-26 of the City Code.

B. If the City determines at any time during the term of the Contract that it is appropriate to issue a request for bids from towing firms to provide towing services to the Police Department (a "Request for Bids") under Section 476-7 of the City Code, then the City may terminate this Contract on 30 days notice to the Towing Firm. The Towing Firm may submit a bid in response to the Request for Bids.

Section 13. Towing Firm's Right To Terminate

The Towing Firm may terminate this Contract at any time by 30-day written notice to the City. Termination of this Contract by the Towing Firm will not relieve the Towing Firm of any liability to the City existing as of the date of the termination or accruing at any time as the result of, or related to, any act or failure to act on the part of the Towing Firm prior to the termination.

Section 14. No Collusion

The Towing Firm hereby represents and certifies that the Towing Firm is not barred from contracting with a unit of state or local government as a result of a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Towing Firm hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the City prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation if at any time it is found that the Towing Firm has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Towing Firm will be liable to the City for all loss or damage that the City may suffer thereby, and this Contract, at the City's option, will be null and void.

Section 15. Notices

All notices required or permitted to be given under this Contract must be in writing and will be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at

the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested. Notices and communications must be addressed and delivered as follows:

If to City:
City Manager
City of Crystal Lake
100 West Woodstock Street
Crystal Lake, Illinois 60014

If to Towing Firm:
Herrick Auto Rebuilders
634 W. Terra Cotta Ave.
Crystal Lake, IL 60014

with a copy to:

Chief of Police
City of Crystal Lake
100 West Woodstock Street
Crystal Lake, Illinois 60014

By notice complying with the requirements of this Paragraph 15, the City or the Towing Firm may change the addressee for future notices to it.

Section 16. Governing Laws

This Contract and the rights of the City and the Towing Firm under this Contract must be interpreted according to the laws, but not the conflict of laws rules, of the State of Illinois.

Section 17. Compliance With Laws

The Towing Firm must ensure that the Services are performed in accordance with all required governmental permits, licenses, or other approvals and authorizations and in compliance with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.

The Towing Firm is solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Towing Firm's performance of the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract is deemed to be inserted herein.

Section 18. Entire Agreement

This Contract and the applicable provisions of the City Code set forth the entire agreement of the City and the Towing Firm with respect to the Services.

IN WITNESS WHEREOF, the City and the Towing Firm have caused this Contract to be executed by their duly authorized representatives as of the date first written above.

CITY OF CRYSTAL LAKE

By: _____

Attest:

By: _____

Herrick Auto Rebuilders

By: Charles Herrick

Attest:

By: Juliet Palmgrove

EXHIBIT B

MODEL CONTRACT AND SCOPE OF SERVICES

CITY OF CRYSTAL LAKE

CONTRACT FOR TOWING SERVICES

In consideration of the provisions of this document, the City of Crystal Lake, an Illinois municipal corporation (the "*City*"), and First Class Towing (the "*Towing Firm*"), agree on August 1st, 2023, as follows:

Section 1. Services

The Towing Firm will provide all of the services described in the "Specifications For Towing Services" attached to this Contract as Attachment A (the "*Services*"). The Towing Firm will provide the Services in strict compliance with this Contract and the Crystal Lake City Code (the "*City Code*") and in accordance with industry standards for performing similar services.

Section 2. Commencement Date; Term

The Towing Firm will commence the Services immediately after execution of this Contract and perform the Services until this Contract expires or is terminated. This Contract is for a term ending on July 31st, 2025.

Section 3. Review And Incorporation Of Contract Provisions

The Towing Firm represents and warrants that it has carefully reviewed, and fully understood, this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract, including the Invitation and Instructions For Bidders attached hereto as Exhibit A.

Section 4. Financial and Technical Ability to Perform

The Towing Firm represents and warrants that it is financially solvent and that it has the financial resources, experience, competency, capital, facilities, plant, organization, and employees necessary to perform the Services in full compliance with this Contract.

Section 5. Disclosures

The Towing Firm, prior to the commencement of Services and at least every six months during the term of this Contract, must provide to the City: (1) a list of the tow truck operators it employs or otherwise engages, including each operator's name; date of birth; home address; driver's license number, state, and classification; and years employed by the Towing Firm, and (2) a list of every tow truck the Towing Firm may use to provide services to the City, including the year, make, model, type, serial number, registration number, and towing capacity of each truck.

Section 6. Personnel and Subcontractors

A. Personnel. The Towing Firm is responsible for providing all personnel necessary to complete the Services.

B. Approval and Use of Subcontractors. The Towing Firm must perform all Services itself, using its own personnel and equipment, unless otherwise approved by the City in advance in writing. The Towing Firm may not utilize subcontractors to perform any of the Services and the utilization of subcontractors will not be approved by the City.

Section 7. Contract Not Exclusive

This Contract is not exclusive. The City will select and use other towing firms to provide Towing Services.

Section 8. Risk of Loss

The Services and everything pertaining to them are provided, performed, and completed at the sole risk and cost of the Towing Firm. The Towing Firm is responsible for any and all damages to property or persons resulting from the Towing Firm's performance of the Services, regardless of the availability or unavailability of any insurance.

Section 9. Insurance

Contemporaneous with the Towing Firm's execution of this Contract, the Towing Firm must provide certificates of insurance evidencing at least the minimum insurance coverage and limits set forth in Attachment A and must maintain such coverage and limits at all times during the term of this Contract. Such policies must be in a form acceptable to the City and from companies with a general rating of A, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise acceptable to the City. Each insurance policy must name the City as an additional insured and must provide that no change, modification in, or cancellation of any insurance will become effective until the expiration of 30 days after written notice of the change, modification or cancellation has been given by the insurance company to the City.

Section 10. Indemnification

The Towing Firm must, without regard to the availability or unavailability of any insurance either of the City or the Towing Firm, indemnify and defend the City against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the Towing Firm's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Towing Firm, except to the extent caused by the negligence of, or the intentional, willful, or wanton act of, the City or its employees.

Section 11. Payments

The Towing Firm will charge vehicle owners for Services only as specifically set forth in the pricing scheduled attached as Attachment B. Under no circumstances will the City be liable for, or responsible to make or collect, any charge or payment to or on behalf of the Towing Firm, except charges for Services performed on City-owned vehicles.

Section 12. City's Right To Terminate

A. If the City determines at any time that the Towing Firm has failed to perform the Services in compliance with this Contract or the City Code, then the City may terminate or suspend this Contract as provided in Sections 476-25 and 476-26 of the City Code.

B. If the City determines at any time during the term of the Contract that it is appropriate to issue a request for bids from towing firms to provide towing services to the Police Department (a "Request for Bids") under Section 476-7 of the City Code, then the City may terminate this Contract on 30 days notice to the Towing Firm. The Towing Firm may submit a bid in response to the Request for Bids.

Section 13. Towing Firm's Right To Terminate

The Towing Firm may terminate this Contract at any time by 30-day written notice to the City. Termination of this Contract by the Towing Firm will not relieve the Towing Firm of any liability to the City existing as of the date of the termination or accruing at any time as the result of, or related to, any act or failure to act on the part of the Towing Firm prior to the termination.

Section 14. No Collusion

The Towing Firm hereby represents and certifies that the Towing Firm is not barred from contracting with a unit of state or local government as a result of a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Towing Firm hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the City prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation if at any time it is found that the Towing Firm has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Towing Firm will be liable to the City for all loss or damage that the City may suffer thereby, and this Contract, at the City's option, will be null and void.

Section 15. Notices

All notices required or permitted to be given under this Contract must be in writing and will be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at

the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested. Notices and communications must be addressed and delivered as follows:

If to City:
City Manager
City of Crystal Lake
100 West Woodstock Street
Crystal Lake, Illinois 60014

If to Towing Firm;
First Class Towing
12 Prospect Ct Unit #3
Lake in the Hills, IL 60102

with a copy to:

Chief of Police
City of Crystal Lake
100 West Woodstock Street
Crystal Lake, Illinois 60014

By notice complying with the requirements of this Paragraph 15, the City or the Towing Firm may change the addressee for future notices to it.

Section 16. Governing Laws

This Contract and the rights of the City and the Towing Firm under this Contract must be interpreted according to the laws, but not the conflict of laws rules, of the State of Illinois.

Section 17. Compliance With Laws

The Towing Firm must ensure that the Services are performed in accordance with all required governmental permits, licenses, or other approvals and authorizations and in compliance with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.

The Towing Firm is solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Towing Firm's performance of the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract is deemed to be inserted herein.

Section 18. Entire Agreement

This Contract and the applicable provisions of the City Code set forth the entire agreement of the City and the Towing Firm with respect to the Services.

IN WITNESS WHEREOF, the City and the Towing Firm have caused this Contract to be executed by their duly authorized representatives as of the date first written above.

CITY OF CRYSTAL LAKE

By: _____

Attest:

By: _____

First Class towing

By: _____

Attest:

By: _____

Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: July 18, 2023

Item: Bid Award - Fire Turnout Gear

Staff Recommendation: Motion to award the bid for Fire Rescue Department fire turnout gear pricing. This bid is for one year, with option of 4 annual renewals provided that the annual price does not increase by more than 3%, in the submitted bid amounts to the lowest responsive, responsible bidder, W.S. Darley Company, and adopt a resolution authorizing the City Manager to execute an agreement with W.S. Darley Company per the submitted bid.

Staff Contact: Paul DeRaedt, Fire Rescue Chief

Background:
On Friday, May 26, 2023, the City of Crystal Lake opened the bids received for fire turnout gear pricing for up to five years. The lowest, responsible and responsive bidder will furnish fire coats, fire pants, helmets, gloves, fire boots, and fire hoods purchased throughout the year by the Fire Rescue Department. Prices for each individual item bid were evaluated for compliance and compared against the other bidders.

Listed below are the bids to outfit a new firefighter with a complete personal protective equipment ensemble during the first year of the contract:

BIDDER	Original Bid (Per Set)
W.S. Darley Company Itasca, IL	$4,250.50 ✔
Dinges Fire Company. Amboy, IL	$4,597.88
Conway Shield New Berlin, WI	$4,664.00

✔Indicates recommended lowest responsive and responsible bidder.

Bids for fire turnout gear (personal protective equipment) were originally solicited in May 2023. Bid packets were distributed through the City's BidSync software program. Three vendors submitted bids, which were opened on May 26, 2023.

The lowest bidder (W.S. Darley Company) bid a brand of turnout gear the Fire Rescue Department had used 15 years ago. The bidder was contacted to demonstrate a set of turnout gear in order to determine if the product met the current required specifications. The bidder presented a set of fire turnout gear for the department to evaluate.

Upon presentation of the demo turnout gear, several of our firefighters tried the gear on for size and it appeared to be comfortable, lightweight, and a proper fit.

The Department's intentions are to order up to 65 sets of turnout gear this year to provide a second set of gear to our members, which would equate to a cost of $210,275.00. This turnout gear order will provide that each member of the Crystal Lake Fire Rescue Department has two sets of certified, quality fire turnout gear as recommended by the National Fire Protection Association (NFPA). Going forward, the Department would then order approximately 10 sets a year thereafter, at the cost of $32,350.00 with up to a 3% increase, for replacement purposes. The contract also provides pricing for other firefighter personal protective equipment such as helmets, boots, and gloves for replacement purchase when necessary.

Dinges Fire Company and Conway Shield provided pricing in their bid for turnout coat and pants but were at a higher bid price compared to the W.S. Darley Company bid. Vendors were unable to provide pricing beyond the initial year due to unknown future costs from the manufacturers.

Recommendation:

The City Manager's Office and the Fire Rescue Departments have reviewed all bids received for completeness and accuracy in accordance with the invitation to bid document. Appropriate funds for this project have been budgeted for the current budget year.

It is staff's recommendation to award the bid to the lowest responsive and responsible bidder, W.S. Darley Company in the submitted bid amounts. The bid prices received for the aforementioned equipment will be valid for one year, beginning August 1, 2023.

Votes Required to Pass:

Simple majority

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager be and he is hereby authorized and directed to execute, and the City Clerk is hereby directed to attest, the contract between the City of Crystal Lake and W.S. Darley Company, for Fire Rescue Department personal protective equipment pricing for one year, with the option of four (4) annual renewals, provided that the annual price does not increase by more than 3%, beginning August 1, 2023 in the submitted bid amount.

Dated this 18th day of July, 2023.

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

PASSED: July 18, 2023

APPROVED: July 18, 2023

Draft

Personal Protective Equipment Product Description:	Darley	Dinges	Conway	Comments
Bunker Coat & Pants	$3,235.00	$3,483.83	$3,555.00	
. Darley bid Innotek Turnout Gear				Dinges Bid Lion gear, Conway bid Lakeland gear
Protective Hood X 2				
Nomex fire fighting hood (long) drape, neck, upper shoulder coverage or equivalent.	$210.00	$216.00	$240.00	
Bunker Boots:				
Leather - Thorogood QR14 Structural Boots	$327.00	$368.00	$360.00	
Leather – Black Diamond X2	$315.00			
Leather - Thorogood Knockdown Elite 14"	$405.00		$450.00	
Rubber – Thorogood Hellfire Structural Boot (Dinges and Conway boots are Kevlar edition)	$154.00	$235.00	$230.00	
Gloves:				
Dragon Fire Alpha X firefighting gloves, gauntlet style or equivalent. (2 sets)	$172.00	$189.90	$190.00	Dinges bid Vanguard MK-1, Conway bid Holik
Ringers, extrication Standard Yellow gloves (Original) or equivalent.	$34.50	$52.95	$39.00	Dinges bid Vangaurd SQ-1
Helmets:				
Bullard -UST Lightweight style helmet or equivalent.	$372.00	$340.00	$350.00	Conway bid Cairns 1044
Paul Conway Helmet Fronts:				
Paul Conway leather helmet shields, 6' Passport Shield w/o Passport fronts or	$51.00	$57.20	$45.00	
Safety Glasses:				
ESS-Ice One or equivalent.	$28.00	$9.00	$25.00	Dinges only bid EDGE 360 clear
ESS - ICE - 3LS or equivalent. Must meet ANSI 287.1-2010	$72.00	$65.00		
ESS Safety glass case or equivalent	$22.00	$23.00	$15.00	

Initial Issue: Personal Protective Equipment	Darley	Dinges	Conway
1 - Helmet w/ goggles	$372.00	$340.00	$350.00
1 - Helmet Front	$51.00	$57.20	$45.00
1 - Turnout Coat & Pants	$3,235.00	$3,483.83	$3,555.00
1- Extrication Gloves	$34.50	$52.95	$39.00
1 - Bunker Boots Rubber	$154.00	$235.00	$230.00
2 - Hood	$210.00	$216.00	$240.00
2 - Pair Firefighting Gloves	$172.00	$189.90	$190.00
1- Safety Glasses	$22.00	$23.00	$15.00
Total	$4,250.50	$4,597.88	$4,664.00
Difference per ensemble		$357.38	$423.50

Replacement Turnout Gear - 65 sets		
Innotek Energy coat and pants	$ 3,235.00	
	x 65 sets	
Total	$210,275	

Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: July 18, 2023

Items: Proposal Award - Printing, Labeling and Mailing of the City Newsletter

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute a three-year agreement, with two optional one-year extensions, to the lowest responsive and responsible proposer, Hagg Press, Inc. for the Printing, Labeling and Mailing of the City Newsletter.

Staff Contact: Nick Hammonds, Assistant City Manager
Josh Allain, Management Analyst

Background:

On Thursday, June 29, 2023, the City of Crystal Lake accepted proposals for the printing, labeling and mailing of the City newsletter. The City received responses from three qualified vendors. After reviewing the proposals, City staff has confirmed Hagg Press, Inc. as the lowest responsible and responsive proposer. Hagg Press, Inc. submitted proposals for 8-page, 12-page, and 16-page Newsletter pricing. The pricing submitted by Hagg Press, Inc. was the lower of the companies who submitted, at all print quantities and page counts

Hagg Press, Inc. has been the City's vendor for newsletter services since 2013. Contracting with Hagg Press will allow a seamless transition as the company has knowledge and experience of the City's newsletter printing operation.

Review of Proposals – Annual Total Cost:

The specifications included the printing, labeling and mailing of the City newsletter, including four-color ink for each newsletter. City Staff requested pricing for 12 annual issues of an eight (8) page newsletter, 12 page newsletter, or 16 page newsletter. This provides the City flexibility to print either length based on the amount of content for each month. The below table summarizes the results based on various assumptions.

The following assumptions are reflected in the *Annual Cost* depicted below:

- The pricing below is based on 11,300 households receiving the newsletter. This number was based on the June 2023 mailing list.
- The pricing below is the *annual estimated cost* based on the monthly mailing (12 issues) of the newsletter. Of the twelve issues produced annually, typically 67% (8 issues) have 12 pages and 33% (4 issues) have 8 pages. The total annual cost reflects this allocation.

Company	Year 1 Annual Cost	Year 2 Annual Cost	Year 3 Annual Cost	Year 4* Annual Cost	Year 5* Annual Cost	Total 5-Year Cost
✓**Hagg Press** Elgin, IL	$46,489	$47,867	$49,359	$50,850	$52,342	**$246,905**
Plerus** Elgin, IL	$68,976	$70,964	N/A	N/A	N/A	**$139,940**
Woodward Printing Service Platteville, WI	$72,320	$74,580	$77,292	$80,004	$83,620	**$387,816**

✓ Indicates recommended lowest responsible and responsive proposer.
* Optional extension years.
** Plerus did not provide pricing for years three to five.

Firms were requested to submit pricing for a three year contract with two optional one-year extensions. The terms of the RFP stipulate that the City may terminate the agreement by 30 days written notice. Although there would be the ability to terminate the agreement, the pricing for the services would be set for five (5) years. The three-year initial term of the agreement, with two optional one-year extensions, allows the City to take advantage of greater economies of scale, as well as ensuring consistency for printing, labeling, and mailing services of the City newsletter over the period of the contract. The pricing submitted by Hagg Press represents a 2.78% increase per year on average.

Recommendation:

City Staff has reviewed all proposals received for completeness and accuracy in accordance with the Request for Proposals document. It is staff's recommendation to award the Printing, Labeling, and Mailing of the City Newsletter to Hagg Press, Inc. based on the submitted prices for a three-year contract period with two optional one-year extensions. Sufficient funds have been budgeted in the Fiscal Year 2023/2024 budget for these services.

Votes Required to Pass:

Simple majority vote of the City Council.

Res. 23R-__

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, of McHenry County, Illinois, that the City Manager be and he is hereby authorized and directed to execute a three-year agreement with two optional one-year agreement extensions for the printing, labeling, and mailing of the City newsletter between the City of Crystal Lake and Hagg Press, Inc. in the submitted proposal amounts.

DATED this 18th day of July, 2023

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: July 18, 2023
APPROVED: July 18, 2023

Draft

Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date: July 18, 2023

Items: Proposal Award – Three Oaks Recreation Area Playground Surface Removal and Replacement

Staff Recommendation: Motion to award the proposal for the Three Oaks Recreation Area Playground Surface Removal and Replacement to the most responsive, responsible proposer, Perfect Turf, LLC and adopt a Resolution authorizing the City Manager to execute an agreement with Perfect Turf, LLC in the amount of $119,840.00 with a 10-percent contingency for changes in scope and approve warranted completion date extensions.

Staff Contact: Nick Hammonds, Assistant City Manager

Background:

The Three Oaks Recreation Area playground surface was installed prior to the park opening in 2010 and is in need of replacement. The playground surface has reached the end of its useful life and replacement is needed to ensure the safety of playground guests. The current surface is a poured-in-place rubber constructed to meet American Society for Testing and Materials (ASTM) standards. The ASTM standards include impact attenuation to increase safety from a 10-foot fall height, based on the height of the City's playground equipment.

The City issued a Request for Proposals (RFP) to obtain pricing for the removal and replacement of the playground surface. In addition, the RFP requested design services for the replacement surface. The project will commence after the beach closes for the 2023 season.

Discussion:

On Thursday, June 29, 2023, the City of Crystal Lake accepted proposals for the Three Oaks Recreation Area Playground Surface Removal and Replacement. The City received responses from three qualified vendors. Two vendors proposed a poured-in-place replacement surface, and one vendors proposed a rubber tile surface.

Vendor Selection Process
City staff followed the City's Purchasing Policy to secure a qualified vendor to address this project. Staff has reviewed the proposals and interviewed the responsive vendors. The vendors were evaluated based on the consultants' qualifications, experience, comprehensiveness of their proposal in addressing the specifications, references, and cost. The results of the vendor evaluations and cost proposals are listed in the table below.

Proposer	*Price*
✓Perfect Turf, LLC (poured-in-place)	$119,840.00
Sof Surfaces (rubber tile)	$119,057.24
All Inclusive Rec, LLC (poured-in-place)	$162,582.00

✓ Indicates recommended proposer.

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." City staff have reviewed the received proposals and determined that Perfect Turf, LLC is the best prepared contractor to meet the City's needs.

City staff has researched the poured-in-place product and the playground tile product to evaluate the optimal long-term solution. Playground tiles compress and expand during cold and hot weather, causing the seams to lift or become separated over time. The poured-in-place surface at the Three Oaks Recreation Area has been a durable product over the previous 13 years, requiring minimal maintenance. In addition, the Crystal Lake Park District utilizes poured-in-place surfaces and provided positive feedback regarding the long-term durability of the product.

Sof Surfaces submitted a proposal for a tile surface. The vendor does not offer a poured-in-place product, specializing in tile installation only. Perfect Turf, LLC submitted a proposal to remove and replace the playground surface with a poured-in-place product. Perfect Turf, LLC offers playground tile products, however, the vendor recommends a poured-in-place surface based on the long-term durability of the product. Perfect Turf, LLC has confirmed their product will come with a 10-year warranty.

Proposed Design
The current playground surface was installed with artwork showing the City's previous seal. The sailboat artwork will be removed with the old surface. The replacement surface will include a two-color design similar to the current playground surface. The proposed design will be developed for approval by the Council at a later date.

Recommendation:
City Staff has reviewed all proposals received for completeness and accuracy in accordance with the Request for Proposals document. It is staff's recommendation to award the Three Oaks Recreation Area Playground Surface Removal and Replacement project to Perfect Turf, LLC based on the proposed product and submitted prices. Sufficient funds have been budgeted in the Fiscal Year 2023/2024 budget for the project.

Votes Required to Pass:
Simple majority vote of the City Council.

Res. 23R-

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, of McHenry County, Illinois, that the City Manager be and he is hereby authorized and directed to execute an Agreement with Perfect Turf, LLC for the Three Oaks Recreation Area Playground Surface Removal and Replacement in the amount of $119,840.00 with a 10-percent contingency for changes in scope and approve warranted completion date extensions..

DATED this 18th day of July, 2023

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: July 18, 2023
APPROVED: July 18, 2023

Draft

Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date: July 18, 2023

Item: Bid Award – City Hall Heating, Ventilation and Air Conditioning (HVAC) Upgrades

Staff Recommendation: Motion to award the bid for the City Hall HVAC upgrades to the lowest responsive and responsible bidder, C.Acitelli Heating & Piping Contractors, Inc., and adopt a Resolution authorizing the City Manager to execute a contract with C.Acitelli Heating & Piping Contractors, Inc. in the amount of $2,115,000.00, execute change orders for up to 10% of the contract amount, and approve warranted completion date change orders relating to the contract.

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

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Background:
The heating, ventilation, and air conditioning (HVAC) systems for the Aaron T. Shepley City Hall require upgrades in order to continue to operate effectively, efficiently, and consistently. The upgrades will include replacement of mechanical systems, cooling systems, boilers, and air handling units. The components that make up the current HVAC systems are between twenty (20) and thirty-six (36) years old and have reached the end of their useful service life. The existing AC systems uses R-22 refrigerant which is no longer manufactured. This project will significantly improve the energy efficiency of the HVAC systems at City Hall. Plans and specifications for this work were completed and bids advertised in accordance with City policies. The City of Crystal Lake publically opened and read the bids on June 27, 2023. The bid results are summarized below:

Bidder	*Bid*
C.Acitelli Heating & Piping Contractors, Inc. [1]	$2,115,000.00
Helm Mechanical Inc.	$2,193,000.00
Anchor Mechanical	$2,300,136.00
Premier Mechanical	$2,497,000.00
Roberts Mechanical Control Corp.	$2,765,000.00
MG Mechanical Contracting, Inc.	$2,822,000.00

[1] Indicates Recommended Lowest Responsive and Responsible Bidder

Recommendation:

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

Staff and the City's consultant, Wold Architects and Engineers have reviewed the bids and checked the references for C.Acitelli Heating & Piping Contractors, Inc. They meet all of the City's requirements. Funds are available in the FY2023/2024 budget for this work. It should be noted that staff will be applying for energy efficiency rebates from ComEd and Nicor for this project. This rebates are calculated by the utility companies after the equipment is installed and in operation.

Votes Required to Pass:

Simple majority vote.

RESOLUTION

WHEREAS the heating, ventilation, and air conditioning systems (HVAC) of the Aaron T. Shepley City Hall have reached the end of their service life and require replacement and upgrades; and

WHEREAS the CITY received and publicly opened the bids for the City Hall HVAC upgrade project on June 27, 2023; and

WHEREAS the lowest responsive and responsible bidder is C.Acitelli Heating & Piping Contractors, Inc.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and C.Acitelli Heating & Piping Contractors, Inc. for the City Hall HVAC upgrades in the bid amount $2,115,000.00; and

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

DATED this 18th day of July, 2023.

Draft

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: July 18, 2023
APPROVED: July 18, 2023

Draft

Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date: July 18, 2023

Item: Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and authorization to enter into a contract with Municipal Well & Pump for emergency rehabilitation work on Well 14

Staff Recommendation: Motion to adopt an Ordinance waiving competitive bidding and authorizing the City Manager to execute a contract with Municipal Well & Pump for Well 14 emergency rehabilitation work in the amount of $58,772.50 with a 10% contingency for unforeseen expenses and approve warranted completion date extensions.

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

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Background:
The City operates 11 wells (4 deep wells and 7 shallow wells). Each year the City typically rehabilitates one well based on a variety of metrics such as run time, production rate over time, etc. This rehabilitation work typically occurs during winter/ early spring to avoid having wells out of service during the peak demand season (May-August). Deep wells produce the majority of the water for the City. Sometimes a well pump and motor will fail and require immediate action.

The summer months represent the highest demand for water. The 2023 spring/summer drought has seen up to a 30% increase in ***daily*** water demand from 3.5- 4.0 million gallons per day (mgd) to peaks as high as 5.2 (mgd). Pumping and treating an additional 1.2 million gallons per day of water places stress on our water plant and well equipment.

The City currently has two wells offline. The reconstruction of Water Treatment Plant 2 has Deep Well 6 offline. This project was anticipated to be completed in early 2022 but has been delayed significantly because of supply chain issues for electrical equipment. Deep Well 6 will remain offline until August when the new plant is operational. The City's shallow Well 10 (Water Treatment Plant 4) pump and motor failed in early May. Bids for the rehabilitation of Well 10 were advertised and a contract was awarded in June to Municipal Well and Pump in the amount of $58,772.50. Over the Fourth of July weekend, the pump and motor for Well 14 (also

at Plant 4) failed. The City cannot afford to wait 60 days to advertise for bids and award a contract with three (3) wells offline during the summer peak demand.

The work being done to Well 10 is the same that will be required for Well 14. The two wells are identical. Municipal Well and Pump is still on-site for Well 10 and therefore does not need to mobilize for the Well 14 work. Municipal Well and Pump has also agreed to hold the same bid prices from the May 2023 Well 10 bid for the needed Well 14 work. The bid prices for the Well 10 Rehabilitation contract were:

Bidder	*Bid*
[1] Municipal Well & Pump Waupun, WI	$58,772.50
Water Well Solutions Elburn, IL	$60,618.00
Great Lakes Water Resources Joliet, IL	$63,114.00

[1] Indicates recommended lowest responsive and responsible bidder.

The circumstances of this summer (significant delays in completion of Water Treatment Plant 2 and drought) are unique and could not have been anticipated. The City initiated the planning and engineering process for two new deep wells several years ago. New Deep Well 19 (to be located at Wastewater Treatment Plant 2) along with a transmission main to Water Treatment Plant 2 will start this year with the drilling of the well. Taking into account supply chain backlogs for electrical panels and generators, it is estimated that Well 19 will be on-line in 2025. Construction of New Deep Well 20, to be located on the northern boundary of the City and connected to Water Treatment Plant 4, will be dependent on future demand and Illinois Environmental Protection Agency (IEPA) regulations. This project would likely not be constructed until 2029/2030.

Recommendation:

Based on current water demand associated with the ongoing drought and the immediate availability of the contractor to provide emergency rehabilitation of Well 14, staff is recommending the City waive the bidding requirements and enter into a contract with Municipal Well and Pump for the rehabilitation of Well 14 at the prices bid in May 2023 for the Well 10 maintenance and rehabilitation work.

Votes Required to Pass:

Two-thirds majority vote of the City Council members holding office (4 affirmative votes, excluding Mayor).

Ordinance #:
File

ORDINANCE APPROVING THE WAIVER OF COMPETITIVE BIDDING FOR EMERGENCY REHABILITATION OF WELL 14

WHEREAS, the City is responsible for providing water to the community throughout the year with the current drought conditions resulting in a high daily demand for water; and

WHEREAS there is a need for emergency rehabilitation work at the City's Well 14 to meet current demands; and

WHEREAS, the City publically bid and entered into a contract in June 2023 for the maintenance and rehabilitation project at Well 10, an identical well to Well 14, with the low bidder, Municipal Well and Pump; and

WHEREAS, Municipal Well and Pump has offered to hold their Well 10 Maintenance and Rehabilitation bid price for the emergency work required for Well 14; and

WHEREAS, the Mayor and City council have determined that the circumstances said to necessitate the emergency rehabilitation of Well 14 were not reasonably foreseeable.

Draft

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

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

SECTION TWO. Waiver of Competitive Bidding and authorization to enter into a Contract with Municipal Well and Pump. The City Manager is hereby authorized to enter into a contract, for Well 14 Maintenance and Rehabilitation work at the Well 10 Maintenance and Rehabilitation contract price of $58,772.50, without the necessity of seeking competitive bids; and that the City Manager is authorized to execute change orders for up to 10% of the contract amount and to approve warranted completion date change orders relating to the contract.

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 18th day of July, 2023

APPROVED:

_____
Haig Haleblian, MAYOR

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Draft

PASSED: July 18, 2023
APPROVED: July 18, 2023

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

Agenda Item No: 18

City Council
Agenda Supplement

Meeting Date: July 18, 2023

Item: Bid Award – Construction of new Deep Well 19

Staff Recommendation: Motion to award the contract for construction of new Deep Well 19 to the lowest responsive, responsible bidder, Municipal Well & Pump, and adopt a Resolution authorizing the City Manager to execute a contract with Municipal Well & Pump in the amount of $1,467,801.00 with a 10% contingency for unforeseen expenses and approve warranted completion date extensions

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

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Background:

The City relies on a system of deep and shallow wells to provide water to the community. All of the wells in Crystal Lake obtain their source water from geologic layers consisting of sand and gravel (shallow wells) or glacial sandstone (deep wells). The City currently operates eleven water producing wells. The City last drilled a new shallow and deep well in 1995 (28 years ago). As the City has grown and developed, water demand has increased. There is a need to add additional water capacity by constructing a new deep well now (well 19) and planning for a second new deep well in the next ten (10) years (Well 20). These wells will be in addition to the City's existing wells.

New Deep Well 19 will be located at Wastewater Treatment Plant 2 and built in three stages. The first stage will be the drilling of the well followed by construction of control building with well pump and motor and a separate project to construct the transmission main. Drilling of the new well is estimated to be completed by April 2024. The control building and transmission main will likely be constructed in 2024 and on line in 2025 based on current supply chain backlogs for electrical panels and generators. Construction of future New Deep Well 20, to be located on the northern boundary of the City and connected to Water Treatment Plant 4, will be dependent on future demand and Illinois Environmental Protection Agency (IEPA) regulations. This project would likely not be constructed until 2029/2030.

Bids for Deep Well 19 were advertised publically and opened and read out loud on July 7, 2023. The results of the bids are presented in the table below:

Bidder	*Bid*
Municipal Well & Pump[1] Waupun, WI	$1,467,801.00
Cahoy Pump Service Inc. Sumner, IA	$1,582,325.00
Great Lakes Water Resources Group Inc. Joliet, IL	$2,240,703.00

[1] Indicates recommended lowest responsive and responsible bidder

Recommendation:

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

The Public Works Department has reviewed all bids received for completeness and accuracy in accordance with the invitation to bid document. Municipal Well & Pump has submitted the lowest responsive and responsible bid per the specifications stated in the bid document based on a typical scenario and anticipated repairs needed. The Public Works Department staff has worked with Municipal Well & Pump and received satisfactory results. Therefore, it is the recommendation of staff to award the contract to the lowest responsive, responsible bidder, Municipal Well & Pump to perform the construction of Well 19, in accordance with the terms and conditions of the bid document.

There are FY2023/2024 budget funds available for this project and this project was programmed in the City's five-year Capital Improvement Program (CIP).

Votes Required to Pass:

Simple Majority

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE has identified the need to construct a new deep well to ensure an adequate supply of potable water to the public; and

WHEREAS the CITY received and publicly opened bids for the construction of Deep Well 19 on July 7, 2023; and

WHEREAS the lowest responsive and responsible bidder is Municipal Well & Pump, Waupun WI.

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

BE IT FURTHER RESOLVED the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Municipal Well & Pump for the construction of Deep Well 19 in the amount of $1,467,801.00; and

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

DATED this 18th day of July, 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: July 18, 2023
APPROVED: July 18, 2023

Draft

BID TABULATION

Deep Well 19 , City of Crystal Lake, Illinois

				Municipal Well & Pump Waupun, WI		Cahoy Pump Service Inc. Sumner, IA		Great Lakes Water Resources Group Inc. Joliet, IL	
No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	MOBILIZATION (DEMOBILIZATION BELOW)	**1.0**	LS	$ 197,830.00	$ 197,830.00	$ 329,400.00	$ 329,400.00	$ 288,938.00	$ 288,938.00
2	DRILL 28.5-INCH GLACIAL TILL HOLE (0 FEET - 255 FEET)	**255.0**	FT	$ 658.00	$ 167,790.00	$ 338.00	$ 86,190.00	$ 1,020.00	$ 260,100.00
3	24-INCH OD X 0.5-INCH WELL CASING	**257.0**	FT	$ 344.00	$ 88,408.00	$ 266.00	$ 68,362.00	$ 205.00	$ 52,685.00
4	DRILL 23-INCH HOLE (255 FEET – 975 FEET)	**720.0**	FT	$ 353.00	$ 254,160.00	$ 532.00	$ 383,040.00	$ 702.00	$ 505,440.00
5	18-INCH OD X 0.500-INCH WELL CASING	**977.0**	FT	$ 199.00	$ 194,423.00	$ 190.00	$ 185,630.00	$ 142.00	$ 138,734.00
6	CEMENT SHOE, 24"	**1.0**	EA	$ 4,070.00	$ 4,070.00	$ 2,313.00	$ 2,313.00	$ 7,350.00	$ 7,350.00
7	CEMENT SHOE, 18"	**1.0**	EA	$ 3,580.00	$ 3,580.00	$ 1,589.00	$ 1,589.00	$ 4,025.00	$ 4,025.00
8	CEMENT GROUT INSTALLATION, 24-INCH CASING	**1.0**	LS	$ 24,970.00	$ 24,970.00	$ 5,170.00	$ 5,170.00	$ 64,608.00	$ 64,608.00
9	CEMENT GROUT INSTALLATION, 18-INCH CASING	**1.0**	LS	$ 62,430.00	$ 62,430.00	$ 24,640.00	$ 24,640.00	$ 146,416.00	$ 146,416.00
10	CEMENT GROUT	**1950.0**	BAGS	$ 37.00	$ 72,150.00	$ 72.00	$ 140,400.00	$ 45.00	$ 87,750.00
11	DRILL 17-INCH HOLE (975 FEET – 1,300 FEET)	**325.0**	FT	$ 170.00	$ 55,250.00	$ 280.00	$ 91,000.00	$ 713.00	$ 231,725.00
12	24-HOUR TEST PUMPING, COMPLETE	**1.0**	LS	$ 90,380.00	$ 90,380.00	$ 9,336.00	$ 9,336.00	$ 134,712.00	$ 134,712.00
13	WATER QUALITY ANALYSIS FOR ALL PARAMETERS, COMPLETE	**1.0**	LS	$ 5,100.00	$ 5,100.00	$ 5,900.00	$ 5,900.00	$ 14,400.00	$ 14,400.00
14	TELEVISION SURVEY, COMPLETE	**1.0**	EA	$ 4,760.00	$ 4,760.00	$ 4,000.00	$ 4,000.00	$ 3,510.00	$ 3,510.00
15	GAMMA LOG, COMPLETE	**1.0**	EA	$ 2,980.00	$ 2,980.00	$ 4,500.00	$ 4,500.00	$ 16,800.00	$ 16,800.00
16	WELL DISINFECTION, COMPLETE	**1.0**	EA	$ 2,040.00	$ 2,040.00	$ 1,890.00	$ 1,890.00	$ 5,880.00	$ 5,880.00
17	PLUMBNESS AND ALIGNMENT TESTS	**1.0**	EA	$ 14,810.00	$ 14,810.00	$ 6,100.00	$ 6,100.00	$ 11,802.00	$ 11,802.00
18	DEMOBILIZATION	**1.0**	EA	$ 25,080.00	$ 25,080.00	$ 45,355.00	$ 45,355.00	$ 40,410.00	$ 40,410.00
19	FURNISH AND INSTALL PITLESS UNIT, COMPLETE	**1.0**	LS	$ 82,980.00	$ 82,980.00	$ 42,950.00	$ 42,950.00	$ 58,436.00	$ 58,436.00
20	RESTORATION	**1.0**	LS	$ 35,920.00	$ 35,920.00	$ 26,700.00	$ 26,700.00	$ 39,238.00	$ 39,238.00
21	EROSION CONTROL	**1.0**	LS	$ 5,250.00	$ 5,250.00	$ 15,120.00	$ 15,120.00	$ 10,587.00	$ 10,587.00
22	STABILIZED CONSTRUCTION ENTRANCE	**1.0**	LS	$ 27,630.00	$ 27,630.00	$ 19,485.00	$ 19,485.00	$ 37,357.00	$ 37,357.00
23	SITE REMOVALS	**1.0**	LS	$ 45,810.00	$ 45,810.00	$ 83,255.00	$ 83,255.00	$ 79,800.00	$ 79,800.00
Total Bid Price					$ 1,467,801.00		$ 1,582,325.00		$ 2,240,703.00

Low Bidder

Agenda Item No: 19

City Council
Agenda Supplement

Meeting Date: July 18, 2023

Item: Bid Award – Sanitary Sewer Pump Station No. 12 (380 E. Terra Cotta Avenue) Generator and Transfer Switch Replacement Project

Staff Recommendation: Motion to award the contract for the Sanitary Sewer Pump Station No. 12 Generator and Transfer Switch Replacement Project to the lowest responsive, responsible bidder, Newcastle Electric Inc., and adopt a Resolution authorizing the City Manager to execute a contract with Newcastle Electric Inc. in the amount of $369,500.00 with a 10% contingency for unforeseen expenses and to approve warranted completion date extensions.

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

Background:
The Wastewater Division is responsible for the operation and maintenance of 28 sanitary sewer pump stations and 4 storm water pump stations. The generator and transfer switch located at the Sanitary Sewer Pump Station No. 12 is 32 years old and at the end of its service life. The existing generator operates using diesel fuel supplied by an underground storage tank. The diesel generator will be replaced with a natural gas generator. The Public Works Department has been transitioning Wastewater pump station generators to natural gas, where possible, to provide for continuous operation during prolonged electricity outages. This eliminates the need to deliver diesel fuel to the stations and monitor fuel levels during prolonged outages. Removal of the underground diesel fuel tank at Pump Station 12, and any required remediation, will be accomplished under a separate contract.

On June 28, 2023, the City of Crystal Lake publicly opened and read aloud the bids received for the Sanitary Sewer Pump Station No. 12 Generator and Transfer Switch Replacement Project. The bid results are listed below:

Bidder	*Bid*
[1] Newcastle Electric Inc.	$369,500.00
Benson Electrical Contracting, Inc.	$441,828.00
Ron Jones Electric Inc.	$465,000.00

[1] Indicates recommended lowest responsive and responsible bidder.

Recommendation:

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

The Public Works Department has reviewed all bids received for completeness and accuracy in accordance with the invitation to bid document. The City has worked with Newcastle Electric Inc. on past electrical projects and has been satisfied with their performance. It is the recommendation of staff to award the contract to the lowest responsive, responsible bidder, Newcastle Electric Inc., for the Sanitary Sewer Pump Station No. 12 Generator and Transfer Switch Replacement Project. Funding for the project was included in the current FY 2023/2024 budget and this project was programmed in the City's five-year Capital Improvement Program (CIP).

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE has identified the need to replace the generator and transfer switch at Sanitary Sewer Pump Station No. 12 located at 380 E. Terra Cotta Avenue; and

WHEREAS the CITY received and publicly opened bids for the replacement of the Sanitary Sewer Pump Station No. 12 Generator and Transfer Switch Replacement Project on June 28, 2023; and

WHEREAS the lowest responsive and responsible bidder is Newcastle Electric Inc., Itasca, Illinois.

Draft

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 RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Newcastle Electric Inc. for the Sanitary Sewer Pump Station No. 12 Generator and Transfer Switch Replacement Project in the amount of $369,500.00; and

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

DATED this 18th day of July, 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: July 18, 2023
APPROVED: July 18, 2023

Draft

Agenda Item No: 20

City Council
Agenda Supplement

Meeting Date: July 18, 2023

Item: Contract Extension – Rock Salt for Snow and Ice Control

Staff Recommendation: Motion to adopt a Resolution authorizing the Mayor to execute a one-year contract extension with Morton Salt for the 2023/2024 winter season at the bid price of $91.31 per ton.

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

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Background:

The Public Works Department annually purchases road salt for snow removal and ice control operations. In 2022, the McHenry County Municipal Partnering Initiative worked with the Lake County Division of Transportation to issue a joint bid for a large number of municipalities and townships in northeastern Illinois. The City of Crystal Lake agreed to award this bid to Morton Salt on May 17th, 2022. This bid also allowed for a renewal in 2023 with a price increase of no more than five (5) percent.

Discussion:

Lake County advertised for bids in accordance with the applicable statutes and opened bids on April 12, 2022. The 2022/2023 price was $86.96 per ton. The proposed 2023/2024 cost is $91.31per ton, a 5% increase over the 2022/2023 price. Road salt is a commodity and is subject to price fluctuations based on market demand, supply and delivery costs. With rising costs of commodities, fuel and labor, a set five percent increase over the previous year's cost is viewed as a reasonable increase by City staff. Crystal Lake requested a per ton bid price for 5,625 tons of bulk rock salt for the 2023/2024 snow season (80% of last year's request). The contract requires a minimum purchase of at least 80 percent of bid quantity and guarantees the price for up to 120 percent of the bid quantity.

Recommendation:

This contract is being presented pursuant to a competitive bidding process. Under such process, the contract is to be awarded to the "lowest responsive and responsible bidder." The lowest responsive and responsible bidder is the contractor: (i) whose bid substantially conforms to the material provisions of the bid specifications, (ii) who demonstrates the financial capacity and ability to undertake and complete the project in question in accordance with bid specifications, and

(iii) whose bid price is lowest among the responsive and responsible bidders. Selecting a contractor on bases not set forth in the bid specifications can lead to challenges to the City's award.

It is the recommendation of the Public Works Department to participate in the renewal of the McHenry County Municipal Partnering Initiative/Lake County Division of Transportation bid for rock salt and execute a contract renewal with Morton Salt, Inc. in the amount of $91.31 per ton. Adequate funds are available for this expenditure.

Votes Required to Pass:
Simple Majority

RESOLUTION

WHEREAS, the CITY OF CRYSTAL LAKE annually purchases bulk rock salt for snow and ice control during the winter months; and

WHEREAS the CITY OF CRYSTAL LAKE participated in the McHenry County Municipal Purchasing Initiative bid that was administered by the Lake County Division of Transportation and received bids for bulk rock salt on April 12, 2022; and

WHEREAS the contract that was awarded to Morton Salt, Inc., the lowest responsive and responsible bidder, on May 17, 2022 allows for a renewal of the contract at an increase of not more than five percent; and

WHEREAS the contract renewal provides a delivered bid price of $91.31 per ton for the 2023/2024 snow season;

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 Mayor is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Morton Salt, Inc. for the purchase and delivery of bulk rock salt in the amount bid; and

Draft

DATED this 18th day of July, 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: July 18, 2023
APPROVED: July 18, 2023

Draft

Term: This contract shall be in effect for a one year period (December 1, 2022 – November 30, 2023). The early delivery period will not be included in the one year duration. McHenry County, and other local governmental units, reserve the right to renew this contract, or any part of this contract, for an additional one year period, subject to acceptable performance by the Supplier. At the end of any contract term, McHenry County reserves the right to extend this contract for a period of up to 60 days for the purpose of getting a new contract in place. For any year beyond the initial year, this contract is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the County to appropriate funds in future contract years

A contract renewal will incorporate the same dates for subsequent years changing only the year of the date i.e. 2022 dates will become 2023 and 2023 dates will become 2024. McHenry County, and other participating local governmental units, will issue individual releases for bulk rock salt. For renewal Lake County will provide the Supplier(s) with the 2024 estimated usage for LCDOT, LCFPD, MCDOT, and the other participating governmental units, during the month of March 2023. The estimated usage for 2024 will be limited to +/- 25% of the 2023 quantities.

Escalator Provision: The unit price shall remain firm/fixed for the first year. Written requests for price revisions after the first year, shall be submitted at least 60 days in advance of the annual contract period. Requests shall be based upon and include documentation of the actual change in the costs of the components involved in the contract and shall not include overhead and profit. Changes in the contract price shall be made in the amount of the actual change in Supplier cost or the percentage change in the U.S. Average Consumer Price Index for the Midwest Urban - per category "All Items," whichever is less. Surcharges for fuel and/or other costs shall not be allowed. Manufacturer and/or Warehouse Distributor's price sheets or an equivalent document showing the new pricing may be considered sufficient documentation for a price change. **PRICE INCREASES SHALL NOT EXCEED 5.0%, FOR ANY YEAR**. The County reserves the right to reject any price increase and to terminate the contract.

Basis of Payment: This work will be paid for at the contract unit price per ton for ROCK SALT (ENHANCED). *The unit price shall include all equipment, labor and materials required to furnish and deliver the rock salt as specified herein. The rock salt shall be bid F.O.B. Destination, with all freight and transportation charges included in the bid price. The term F.O.B. Destination shall mean delivered to a specified location. Any claim for loss or damage shall be between the Supplier and the carriers, movers, riggers, etc.., and no additional compensation will be allowed.*

Liquidated Damages: From November 1, 2022 through June 30, 2023, if the Supplier is unable to make delivery within seven working days from the date of order, McHenry County, and the other participating local governmental units, shall have the right to retain $ .20 per ton, per working day from the date of the order, as liquidated damages on the undelivered portion of the order.

2022/23 BID

	UNIT OF GOVERNMENT	U OF M	QUANTITY		Cargill, Inc - Deicing Technology Business	Compass Minerals America, Inc	Morton Salt, Inc
McHenry County Communities (continued)							
58	Village of Algonquin	TONS	2800.0	80% - 120% UNIT PRICE	$95.850	$91.630	$85.630
				120% - 150% UNIT PRICE	$100.850	$101.630	$95.630
				EARLY DELIVERY UNIT PRICE	$95.850	$91.630	$85.630
59	City of Crystal Lake	TONS	7500.0	80% - 120% UNIT PRICE	$98.680	$89.590	$86.960 *
				120% - 150% UNIT PRICE	$103.680	$99.590	$96.960
				EARLY DELIVERY UNIT PRICE	$98.680	$89.590	$86.960
60	Village of Spring Grove	TONS	600.0	80% - 120% UNIT PRICE	$101.570	$88.390	$84.460
				120% - 150% UNIT PRICE	$106.570	$98.390	$94.460
				EARLY DELIVERY UNIT PRICE	$101.570	$88.390	$84.460
61	Village of Wonder Lake	TONS	450.0	80% - 120% UNIT PRICE	$100.240	$89.590	$88.350
				120% - 150% UNIT PRICE	$105.240	$99.590	$98.350
				EARLY DELIVERY UNIT PRICE	$100.240	$89.590	$88.350
62	City of McHenry	TONS	1500.0	80% - 120% UNIT PRICE	$99.050	$88.570	$87.890
				120% - 150% UNIT PRICE	$104.050	$98.570	$97.890
				EARLY DELIVERY UNIT PRICE	$99.050	$88.570	$87.890
63	Village of Prairie Grove	TONS	500.0	80% - 120% UNIT PRICE	$100.040	$88.570	$87.890
				120% - 150% UNIT PRICE	$105.040	$98.570	$97.890
				EARLY DELIVERY UNIT PRICE	$100.040	$88.570	$87.890

Agenda Item No: 21

City Council
Agenda Supplement

Meeting Date: July 18, 2023

Item: Ambulance Purchase

Staff Recommendation: 1) Motion to adopt a Resolution designating Fire Rescue Ambulance 355 (2017 Ford F550) and Ambulance 350 (2019 Ford F550) as surplus equipment and authorizing the City Manager to execute an agreement with Foster Coach Sales, Inc., for the trade-in of Fire Rescue Ambulances 355 and 350.

2) Motion to adopt a Resolution authorizing the City Manager to execute an agreement with Foster Coach Sales, Inc., for the purchase of two (2) Type I 4x4 ambulance, through the Suburban Purchasing Cooperative, in the total amount of $516,812.00, including trade-in, with a 10% contingency for unforeseen circumstances.

Staff Contact: Paul DeRaedt, Fire Rescue Chief
Don Christenson, Fleet & Facility Superintendent

Background

The Crystal Lake Fire Rescue Department has a fleet of six ambulances. Of these, four ambulances are considered primary front line units and two are reserve units that are used to back-up the four primary units. All six ambulances have a pickup style chassis with a 4x4 powertrain (called Type I). In this agenda supplement, City staff recommends the purchase of two new Type I ambulances. Following the purchase of these new vehicles, they will be placed into front line service, with two existing front line units moved to reserve status.

Type I ambulances are recommended for purchase since they are more effective than Type III ambulances in inclement weather. This is especially true when they are responding to emergency medical service (EMS) calls prior to roads being plowed during snow events. Due to this fact, it is staff's recommendation that all future ambulance purchases continue to be Type I vehicles. The Type I ambulance performance in inclement weather justifies the approximately $10,000.00 cost differential when compared with Type III ambulances.

Ambulance Replacement Cycle

A reliable fleet of apparatus designed to fulfill the mission of the Fire Rescue Department is key to providing consistent service delivery at an affordable cost. Nearly sixty-four percent of the Fire Rescue service delivery involves emergency medical care. Maintaining a functional, safe, and reliable ambulance fleet is especially important for the Crystal Lake Fire Rescue Department because of its call volumes. Over the past few decades, fire rescue departments throughout the country have found that their call volumes have become dominated by emergency medical services (EMS) calls as opposed to actual fire calls.

In calendar year 2022, the Fire Rescue Department responded to 7,642 calls for service of which 4,495 were EMS related and 25 were structure fire related. Proper life cycle replacement of ambulances will continue to provide for a safe, reliable and functional ambulance fleet at an economical cost so that the Fire Rescue Department can continue to effectively respond to EMS calls.

Ambulances are kept in the City's fleet for generally 4-5 years. During this time, the vehicle will spend 3-4 years in front line service and 1-2 years in reserve service. The reserve units are eventually cycled out of the City fleet based on a lifecycle analysis. This lifecycle analysis focuses on vehicle age, repair cost and mileage to determine when the ownership of the vehicle is no longer financially feasible. Lifecycle costing analysis considers the point in the vehicle's life when the sum of all ownership and operating costs necessitate replacement. Using the lifecycle analysis, the vehicles depicted in the below table will leave the City fleet.

Lifecycle Analysis Criteria	Reserve Ambulance 350	Reserve Ambulance 355
Vehicle Age at Time of Replacement	6 years	8 years
Mileage	68,314	35,866
Life-to-Date Maintenance Costs	$31,767.00	$24,147.00
Trade-in Value	$70,000.00	$50,000.00

Based on this analysis, City staff recommends that reserve ambulances 350 and 355 be traded in. The trade in value will then be used to offset the purchase price of the two new vehicles recommended in this agenda supplement. The trade in value is shown in the table on page 3.

Expected Delivery

Supply chain issues continue to have an effect on emergency vehicle deliveries. Previously, an ambulance would be delivered to the City 7-9 months from the date of ordering. Current conditions with many of the ambulance builders is 18-24 months delivery from the time of ordering. Much of the issue is related to the chassis builder (Ford) providing the chassis to the ambulance builder.

Foster Coach has advised the City the expected date of delivery for the purchase of two ambulances for Crystal Lake will be 18-24 months from the date the order is placed. Foster Coach has also stated the price associated with the purchase of the two ambulances takes into consideration anticipated price increases from the chassis builder (Ford) that will accumulate from the date of order to the time the chassis is provided to Foster Coach.

Suburban Purchasing Cooperative

For many years, the City has been using the Suburban Purchasing Cooperative (SPC) Program for the purchase of vehicles. The SPC is organized by the Northwest Municipal Conference, which is an intergovernmental organization that leverages the buying power of many Chicago area communities to receive advantageous bid pricing. As members of the SPC, the City is able to take advantage of the cooperative members' leveraged contract. This program allows members to combine purchasing power, which enables significant cost reductions.

All items that are bid through the SPC follow the same State public procurement statutes that the City follows for a competitive, sealed bidding process. A SPC committee created the specifications for the ambulance. Once the sealed bids were opened, the SPC Purchasing Advisory Committee, made up of municipal purchasing agents, reviewed all bids received for completeness and accuracy in accordance with the invitation to bid

document. The SPC awarded the bid for a Type I Horton Ambulance to Foster Coach Sales, Inc. All previous ambulances have been purchased through the SPC contract for Horton ambulances.

In 2019, the City realized cost savings of approximately $12,000 when two ambulances were purchased after re-designing certain features such as lighting, engine type, and paint scheme. The cost savings resulted from switching the vehicles from diesel to gas and changing the paint scheme from two colors to one color. The design of the proposed ambulances for 2023 mirrors those purchased in 2021 and 2020.

Foster Coach Sales, Inc. has offered trade-in allowances that are similar to the allowances offered in 2021 to the City. The trade-in allowance for the current 2017 Ford F550 ambulance is $50,000.00 and 2019 Ford F550 is $70,000.00. The total cost of the two new Type I 4x4 ambulances, with trade-in, multi-unit discount, and pre-payment discount is $516,812.00. Below is a breakdown of these costs.

	Foster Coach Sales, Inc.	
Ambulance		
Model	2024 Ford F550 (Gas)	2024 Ford F550 (Gas)
Ambulance Type	Type I, 4x4	Type I, 4x4
Module Brand	Horton	Horton
Ambulance Cost	$336,830.00	$336,830.00
Trade-In	($50,000)	($70,000)
Performance Bond	$1,179.00	$1,179.00
Multi-unit Discount	($2,000)	($2,000)
Pre-payment Discount	(17,603.00)	(17,603.00)
Total	**$268,406.00**	**$248,406.00**

Recommendation

It is staff's recommendation to authorize the City Manager to execute an agreement with Foster Coach Sales, Inc., for the purchase of two (2) Type I 4x4 ambulances, through the Suburban Purchasing Cooperative, in the total amount of $516,812.00, including trade-in, multi-unit discount and pre-payment discount, with a 10% contingency for unforeseen circumstances.

Votes Required to Pass

Simple majority

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, as follows:

Section 1. Designation of Surplus Equipment

That Fire Rescue Ambulance 350 (2019 Ford F550) and 355 (2017 Ford E450) are declared as surplus equipment and authorizing the City Manager to execute an agreement with Foster Coach Sales, Inc., for the trade-in of Fire Rescue Ambulances 350 and 355.

Section 2. Purchase of Fire Rescue Ambulance

That the City Manager is authorized to execute an agreement with Foster Coach Sales, Inc., for the purchase of two (2) Type I 4x4 ambulances, through the Suburban Purchasing Cooperative in the total amount of $516,812.00, including trade-in, multi-unit discount, and pre-payment discount, with a 10% contingency for unforeseen circumstances.

Draft

DATED this 18th day of July, 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: July 18, 2023
APPROVED: July 18, 2023

Agenda Item No: 22

City Council
Agenda Supplement

Meeting Date: July 18, 2023

Item: Intergovernmental Agreement between Crystal Lake Community Consolidated School District 47 and the Crystal Lake Police Department

Staff Recommendation: A motion to approve a Resolution authorizing the City Manager to execute an Intergovernmental Agreement with Crystal Lake Community Consolidated School District 47

Staff Contact: James Black, Chief of Police

Background:

The Crystal Lake Police Department and Crystal Lake Community Consolidated School District 47 (District 47) regularly communicate and work together on matters that concern both agencies. Sharing information between the two organizations is essential to help ensure the safety of students and staff, both within the school and outside in the community. Several state statutes help direct and guide the information sharing including provisions of the Illinois School Code, the Juvenile Court Act and the Illinois School Student Records Act.

Recently, District 47 leadership has proposed formalizing this process through a Reciprocal Reporting Intergovernmental Agreement. These agreements are common among School Districts and Police Departments throughout the State of Illinois. In recent years, the Police Department has become increasingly involved in situations that do not always involve criminal activity.

Nevertheless, our participation in these incidents is imperative as safety remains our main concern. This agreement is intended to assist the Police Department and Crystal Lake Community Consolidated School District 47 in working within the legal framework present during increasingly challenging situations involving juveniles. Crystal Lake Consolidated School District 47 Board has approved this agreement.

City legal staff has reviewed the agreement.

Votes Required to Pass:

A simple majority of the City Council is required for approval.

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, of McHenry County, Illinois, that the City Manager is hereby authorized to execute an intergovernmental agreement allowing the City of Crystal Lake Police Department to participate in a formal information exchange with Crystal Lake Community Consolidated School District 47.

DATED this 18th Day of July, 2023

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED:
APPROVED:

Draft

INTERGOVERNMENTAL AGREEMENT
FOR RECIPROCAL REPORTING AND DIGITAL IMAGE ACCESS BETWEEN

THE CITY OF CRYSTAL LAKE (Illinois) and CRYSTAL LAKE POLICE DEPARTMENT (Illinois)
and
THE BOARD OF EDUCATION OF CRYSTAL LAKE SCHOOL DISTRICT 47 (Illinois)

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between the Board of Education of Crystal Lake School District 47, McHenry County, Illinois ("School District"), the City of Crystal Lake, Illinois ("City") and the Crystal Lake Police Department ("Police Department) which is a department that functions within the City government. The Parties agree that all references in this Agreement to "City" or "Police Department" mean both entities combined.

WHEREAS, both the 1970 Illinois Constitution (Article VII, Section 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorize and encourage intergovernmental cooperation between units of local government; and

WHEREAS, Section 1-7(A)(8) and 5-905(1)(h) of the Juvenile Court Act, Sections 10- 20.14, 10-21.7, 10-27.1A&B and 22-20 of the Illinois School Code, and Section 10/6(a)(6.5) of the Illinois School Student Records Act provide for and authorize agreements between local law enforcement agencies and school districts for reciprocal reporting of criminal offenses committed by students; and

WHEREAS, the School District, the City, and the Police Department are entering into this Agreement for the purposes of promoting safety, security, and order for staff, students, and premises at the School District, including parents, families, and community members, and in furtherance of maintaining a cooperative relationship between the School District, the City, and law enforcement officials; and

WHEREAS, this Agreement will be in full force and effect on the date signed below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained in this Agreement and other good and valuable consideration, the School District, the City, and the Police Department agree as follows:

1) General Cooperation

a) The Superintendent of the School District will provide the City with a list of school administrators ("School Officials") to be contacted as needed consistent with the terms of this Agreement. The list will contain regular and emergency telephone numbers and identify which administrators are to be contacted for various types of issues and the order in which the School Officials are to be contacted. The School Officials identified shall be considered the "Appropriate School Officials" for purposes of § 1-7(a)(8) of the Juvenile Court Act.

b) The City will provide the Superintendent of the School District with the names and titles of at least one primary and two back up contacts ("Police Officials") responsible for implementing this Agreement. The Police Officials shall provide their regular and emergency telephone numbers.

c) The Superintendent and City may, as they deem necessary and upon written notice, designate different persons to the respective positions of School Official and Police Official.

d) School Officials and Police Officials will meet to facilitate and review implementation of this Agreement as often as may be necessary to fully effectuate the terms of this Agreement.

e) Nothing in this Agreement is intended to limit or restrict the duty and authority of any School District personnel to request police services for disturbances or other emergencies occurring in or around any school building, nor is it intended to limit or restrict the duty or ability of any person attending or employed by the School District to provide information or otherwise cooperate in law enforcement investigations, including but not limited to, providing witness statements and testimony as may be necessary.

2) Reporting of Student Activity By School Officials to Police Officials

a) School Officials will promptly report to Police Officials the activity of students who attend a School District school that involves or is suspected to involve:

- Criminal gang activity;
- Criminal sexual offenses;
- Any violation of Article 24 of the Criminal Code, 720 ILCS 5/24-1 et seq, or weapons such as guns and knives, explosives, impact devices, or any item used as a weapon;
- Sale of drugs or other intoxicants;
- Possession of drugs or other intoxicants;
- Fights or other violent activity which might reasonably carry over into the community;
- Abuse, neglect, lock-out, and runaway situations;
- Acts of vandalism;
- Hate crimes;
- Other activities involving students which threaten the safety of students or any other person on or off District property; or
- Any state or federal crime occurring or which has occurred on school property or at a school event that might reasonably carry over into the community.

b) Upon receipt of a written complaint from any school personnel, the Superintendent shall report all incidents of battery committed against a school employee to Police Officials. 105 ILCS 5/10-21.7.

c) School Officials will immediately report to Police Officials any time a report is made that a person with a firearm has been observed on school grounds. 105 ILCS 5/10-27.1A.

d) School Officials will immediately report to Police Officials any time a report is made of a verified incident involving drugs on school grounds. 105 ILCS 5/10-27.1B.

e) Where violence or other activity poses an imminent threat to the safety of students or any other person, the information will be shared as soon as possible; otherwise, the information will be shared not later than two business days after the information becomes known to School Officials.

f) Information shared pursuant to this Agreement will be disclosed in accordance with Section 10/6(a)(6.5) of the Illinois School Student Records Act. All information disclosed and communications made under this Agreement will remain confidential and will not be disclosed to any third party, except as provided by law or court order.

g) Section 10/6(a)(6.5) of the Illinois School Student Records Act provides that the School District may release school student records or information to juvenile authorities when necessary for the discharge of their official duties upon a request for information prior to adjudication of the

student and if certified in writing that the information will not be disclosed to any other party except as provided under law or order of court. "Juvenile authorities" include probation officers, law enforcement officers and prosecutors, and others as defined in Section 10/6(a)(6.5).

3) Reporting of Student Activity By Police Officials to School Officials

a) As provided by Section 1-7(a)(8) of the Juvenile Court Act, Police Officials will, when deemed appropriate by the Police Officials, share law enforcement records with School Officials that relate to the following offenses or suspected offenses with respect to a minor enrolled in one of the School District's schools who has been taken into custody or arrested when Police Officials believe that there is an imminent threat of physical harm to students, school personnel, or others who are present in the school or on school grounds:

- Any violation of Article 24 of the Criminal Code (720 ILCS 5/24 seq.) (weapons);
- A violation of the Illinois Controlled Substances Act (720 ILCS 570/100, et seq.);
- A violation of the Cannabis Control Act (720 ILCS 550/1, et seq.);
- A forcible felony as defined in Section 2-8 of the Criminal Code (720 ILCS 5/2-8);
- A violation of the Methamphetamine Control and Community Protection Act (720 ILCS 646/1 et seq.);
- A violation of Section 1-2 of the Harassing and Obscene Communications Act (720 ILCS 5/26.5);
- A violation of the Hazing Act (720 ILCS 5/12C-50); or
- A violation of Section 12-1, 12-2, 12-3, 12-3.05, 12-3.1, 12-3.2, 12- 3.4, 12-3.5, 12-5, 12-7.3, 12-7.4, 12-7.5, 25-1, or 25-5 of the Criminal Code (720 ILCS 5/) (bodily harm and mob action).

b) Police Officials will share information with School Officials concerning a minor who is the subject of a current police investigation that is directly related to school safety. Such information may only be shared orally. An investigation means an official, systemic inquiry by Police Officials into actual or suspected criminal activity.

c) As required by Section 22-20 of the Illinois School Code, Police Officials shall report to the School District's Principal or designee whenever a student is detained for proceedings under the Juvenile Court Act or for any criminal offense or any violation of a municipal or County ordinance. The report shall include the basis for the detention, the circumstances surrounding the detention, and the status of the proceedings. Police Officials shall periodically update the report as significant stages of the proceedings occur and with the disposition of the matter.

4) Confidentiality and Records

a) *Content of Criminal Activity Information.* All criminal activity information shall include the names of all involved persons, including School District students and minors, except in cases where the name of the victim is protected under the Rights of Crime Victims and Witnesses Act, 725 ILCS 120/1, et seq., as amended, or other applicable law.

b) *Confidentiality of Records and Criminal Activity Information.* Any law enforcement and student records subject to disclosure under this Agreement shall not be disclosed or made available in any form to any person or agency other than as set forth in this Agreement or as authorized by law or court order. Police Officials and School Officials shall develop procedures to ensure such

nondisclosure of criminal activity information. Such procedures shall be designed to also ensure that any criminal activity information is not available to other employees, or any persons other than as authorized by this Agreement or by law.

c) *Written Records.*

i) School Officials shall follow State and federal laws regarding the maintenance and confidentiality of student records.

ii) All reports and records shared by Police Officials with School Officials shall be kept in a secure location and shall not be a public record. Such information shall be kept separate from and shall not become a part of the student's official school record. The information shall be used by School Officials solely to aid in the proper rehabilitation of the student and to protect the safety of students and employees in the schools.

5) Other Terms and Conditions

a) Complete Agreement. This Agreement sets forth all the covenants, conditions, and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

b) Term and Renewal. This Agreement shall immediately take effect on the effective date, as set forth in Section III.D of this Agreement and shall be in full force and effect for a period of two years thereafter. This Agreement shall automatically renew for successive two-year periods unless terminated as provided below.

c) Termination. This Agreement may be terminated at any time upon 30 days advance written notice by either party.

d) Amendments and Modifications. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modifications shall be effective unless reduced to writing and duly signed by an authorized representative of the parties.

e) Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

f) Information. Information may be communicated verbally by the Parties to their designees at any time deemed necessary by the designee.

g) Indemnification

i) To the fullest extent permitted by law, the School District agrees to indemnify and hold harmless the City, its officers, officials, agents, volunteers, employees, and their successors and assigns, in their individual and official capacities (the "City Indemnified Parties") from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation, reasonable attorneys' fees and litigation

costs, incurred by the City Indemnified Parties arising out of any activity of the School District in performance of this Agreement, or any act or omission of the School District or of any employee, agent, contractor, or volunteer of the School District (the "School Indemnitors"), but only to the extent caused in whole or in part by any negligent or willful and wanton act or omission of the School Indemnitors.

ii) To the fullest extent permitted by law, the City agrees to indemnify and hold harmless the School District, its Board and its members, employees, volunteers, agents, their successors, and assigns, in their individual and official capacities (the "School Indemnified Parties") from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation, reasonable attorneys' fees and litigation costs, incurred by the School Indemnified Parties arising out of any activity of the City in performance of this Agreement, or any act or omission of the City or of any employee, agent, contractor or volunteer of the City (the "City Indemnitors"), but only to the extent caused in whole or in part by any negligent or willful and wanton act or omission of the City Indemnitors.

IN WITNESS THEREOF, the Parties have signed this Agreement on the date set forth below. If the dates differ, the latter date shall be considered the effective date of this Agreement.

CITY OF CRYSTAL LAKE, **Crystal Lake, Illinois,** By:	**CRYSTAL LAKE SCHOOL DISTRICT 47,** **Crystal Lake, Illinois,** By: 6-20-2023
President Date	President Date
ATTEST: By:	***ATTEST:*** By: Clare J. Bourne 6.20.2023
City Clerk Date	Secretary Date
CRYSTAL LAKE POLICE DEPARTMENT, **Crystal Lake, Illinois,** By:	
Chief of Police Date	

Agenda Item No: 23

City Council
Agenda Supplement

Meeting Date: July 18, 2023

Item: 2022-2026 Collective Bargaining Agreement between the City of Crystal Lake and the Crystal Lake Professional Firefighters Association Local #3926

Staff Recommendation: Motion to Adopt a Resolution Authorizing the City Manager to Execute the 2022-2026 Collective Bargaining Agreement between the City of Crystal Lake and the Crystal Lake Professional Firefighters Association Local #3926

Staff Contact: Paul DeRaedt, Chief of Fire Rescue
Julie Meyer, Director of Human Resources

Background:

We are pleased to present to the Mayor and City Council a new collective bargaining agreement between the City of Crystal Lake and the Crystal Lake Professional Firefighters Association Local #3926. A successor collective bargaining agreement is the result of mediation between the City of Crystal Lake and the Union. The end result provides minimal changes and a compensation plan increase of 3.5%, 3.25%, 3% and 3% for each of the respective four years of the agreement. This contract was ratified by a majority vote of the union members.

Votes Required to Pass:

Simple Majority.

The City of Crystal Lake Illinois

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is authorized to execute the 2022-2026 Collective Bargaining Agreement between the City of Crystal Lake and the Crystal Lake Professional Firefighters Association Local #3926.

Dated this 18th day of July, 2023.

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, MAYOR

ATTEST:

_____
Nick Kachiroubas, CITY CLERK

Passed: July 18, 2023
Approved: July 18, 2023

Draft

A G R E E M E N T

BETWEEN

CITY OF CRYSTAL LAKE

AND

CRYSTAL LAKE PROFESSIONAL FIREFIGHTERS ASSOCIATION LOCAL # 3926

5/1/2022 – 4/30/2026

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A G R E E M E N T

BETWEEN

CITY OF CRYSTAL LAKE

AND

CRYSTAL LAKE PROFESSIONAL FIREFIGHTERS ASSOCIATION

LOCAL #3926

PREAMBLE

THIS AGREEMENT entered into by the CITY OF CRYSTAL LAKE, ILLINOIS (hereinafter referred to as the "City" or the "Employer") and the CRYSTAL LAKE PROFESSIONAL FIREFIGHTERS ASSOCIATION Local # 3926 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, CLC (hereinafter referred to as the "Union") has as its basic purpose the promotion of harmonious relations between the City and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of an entire agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit employees. Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the City and the Union do mutually promise and agree as follows:

ARTICLE I

RECOGNITION

Section 1.1. Recognition. Pursuant to an election and certification by the Illinois State Labor Relations Board in Case No. S-RC-99-81 and S-RC-07-049, the City recognizes the Union as the exclusive bargaining agent for all full-time sworn Firefighters, Firefighter Paramedics, Fire Lieutenants and Fire Lieutenant Paramedics employed within the City's Fire Rescue Department, but excluding all part-time Firefighters, part-time Firefighter Paramedics and part-time Firefighter EMT's and all sworn Fire Rescue employees with the rank of Deputy Fire Rescue Chief and Fire Rescue Chief; all supervisors, managerial and confidential employees as defined by the Illinois Public Labor Relations Act, and all other employees of the City of Crystal Lake, Illinois.

Section 1.2. Probationary Period. The probationary period for full-time firefighter paramedics covered under the collective bargaining agreement is now twelve (12) months in duration from the date of appointment. Probationary employees shall be limited to five (5) trades (of any kind excluding Kelly trades) during their probationary period. During the probationary period, an employee is subject to discipline, including discharge, without cause and with no recourse to the grievance procedure. The City agrees that if it has reason to believe that a probationary employee may be terminated for poor work performance, then a representative of the City, including the Chief or his designee, will meet with the affected employee (and the Union unless otherwise requested by the affected employee) to discuss possible recommendations so that the employee may possibly continue employment with the City, although the failure to have such a meeting will not void any subsequent termination of the employee. It is further agreed that probationary employees shall be entitled to all other rights, privileges and benefits conferred by this Agreement except as previously stated or otherwise provided in this Agreement.

Section 1.3. Fair Representation. The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Union. The Union agrees to indemnify and hold harmless the City for any reasonable damages, costs or attorneys' fees incurred by the City as a result of any legal action

asserting that the Union has violated its duty of fair representation provided the City does not instigate such action.

Section 1.4. Gender. Whenever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

Section 1.5. Immediate Family Definition. The immediate family shall be defined to include the employee's spouse, children, siblings, parents, grandparents, and the employee's spouse's parents (this includes relationships of "great," "step" and "half").

Section 1.6. Union Officers. For purposes of this Agreement, the term "Union officers" shall refer to the Union's duly elected President, Vice President, Secretary and Treasurer.

Section 1.7. Residency. All bargaining unit members, upon completion of the probationary period, are required to live within the boundaries defined as follows: either McHenry County or in counties contiguous to McHenry County- Boone, Lake, Cook, Kane, DuPage and DeKalb counties to the west, Illinois Route 38 to the south and the Illinois/Wisconsin border to the north. This requirement is in place in order to provide efficient and effective response to emergency situations. Employees who do not meet this requirement may be subject to discipline up to and including termination of employment.



ARTICLE II

UNION SECURITY

Section 2.1. Dues Checkoff. While this Agreement is in effect, the City will deduct from each employee's paycheck biweekly, Union dues for each employee in the bargaining unit who has filed with the City a lawful, voluntary, effective checkoff authorization form so long as there exists room on the employee's existing paycheck stub for such deduction. The City will honor all executed checkoff authorization forms received not later than ten (10) working days prior to the next deduction date and such authorization forms shall remain in effect until revoked. If a conflict exists between the checkoff authorization form and this Article, the terms of this Article and Agreement control.

Total deductions collected for each biweekly deduction shall be remitted by the City to an address provided by the Union together with a list of employees for whom deductions have been made not later than the tenth (10th) of the following month. The Union agrees to refund to the employee(s) any amounts paid to the Union in error if it is proven that an error did occur on account of this dues deduction provision.

A Union member desiring to revoke the dues checkoff may do so at any time by providing written notice to the City with a copy to the Union.

Dues shall be withheld and remitted to the Union unless or until such time as the City receives a notice of revocation of dues checkoff from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Union, and this action will discharge the City's only responsibility with regard to such cases. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Section 21.3 of this Agreement (No Strike/No Lockout).

The actual dues amount to be deducted shall be certified to the City by the Union, and shall be uniform in dollar amount for each employee in order to ease the Employer's burden of administering this provision. The Union may change the fixed uniform dollar amount that will be the regular monthly dues once each calendar year during the life of this Agreement. The

Union will give the City forty-five (45) days' notice of any such change in the amount of uniform dues to be deducted.

Section 2.2. Union Indemnification. The Union shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs for counsel selected or approved by the Union that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made and proven, the Union shall refund directly to the employee(s) any such amount.

Section 2.3. Bulletin Board. The City shall provide the Union with a designated space (at least 2' x 2'), on a bulletin board at each station that is regularly manned by employees, upon which the Union may post its official notices of a non-inflammatory, non-political nature, except for union elections. If material is received by the IAFF or the AFFI and contains election notices, those notices will be placed in a Union provided book that is out of the public's eye and left in the stations in an accessible area for all employees to pick up and view. Prior to posting or placing them in the book, the Union shall provide a copy for review to the Fire Chief or his designee. The Union will limit the posting of Union notices as described herein.

Section 2.4. Labor-Management Meetings. The Union and the City agree that, in the interest of efficient management and harmonious employee relations, labor-management meetings will be held if mutually agreed or at least quarterly (during the months of February, May, August, and November) between no more than four (4) Union representatives and four (4) responsible administrative representatives of the City. Such meetings may be requested by either party at least seven (7) business days in advance by contacting the other party for a "labor-management conference" and by providing, if possible, the specific agenda for such conference. Such conferences, times and locations mutually agreed upon, shall be limited to:

- discussion of the implementation and general administration of this Agreement;
- a sharing of general information of interest to the parties;
- safety issues; and
- other issues of concern.

It is expressly understood and agreed that such conferences shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management conferences," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such conferences unless mutually agreed to otherwise.

Attendance at labor-management conferences shall be voluntary on the employee's part. Attendance at such conferences shall not interfere with required duty time and attendance, if during duty time, is permitted only upon prior approval of the Fire Rescue Chief or his designee and the employee's supervisor. The City in its sole discretion shall determine its representatives at such meetings.

Section 2.5. Union Communications. If and when such technology becomes available through the Information Technology Department of the City of Crystal Lake, the Union may have access to an "electronic bulletin board" to be used in the same fashion as a regular bulletin board (see section 2.4 above). The Union will limit the posting of Union notices to said electronic and standard bulletin board.

The City would allow bargaining unit members to access the Internet to view the union's website and their individual union e-mail account while on duty, abiding by the Crystal Lake Fire Rescue Department's Internet Use Policy and Administrative Directive #2004-2.

Section 2.6. Union Right to Access. One non-employee Union representative, or his successor as designated by the Union, shall have access to any Fire Rescue Department facility after 6:00 p.m. in order to help resolve a serious dispute or problem, unless a different arrangement is approved by the Fire Chief. In order to receive such access, the representative must provide at least six (6) hours' advance notice to the Fire Chief or his designee and make arrangements not to disrupt the work of employees who are scheduled to perform or are performing working duties. Any visits pursuant to this Section shall take place in the building area away from vehicles and equipment.

Section 2.7. Union Business Leave. The Union shall be granted time off at the request of the Union, up to 156 hours in even numbered years subject to the approval of the Fire Chief, to attend the State and International Biennial training conferences, meetings or seminars, provided such leave does not incur overtime cost to the City. Such requests must be submitted to

the Fire Chief by an elected officer of the Union not less than two (2) weeks in advance, utilizing a form approved by the Fire Chief. If a scheduling conflict exists due to unforeseen circumstances (such as, but not limited to, sickness, injury, or a disaster) within one (1) shift day prior to utilization of union business leave, then the union member requesting leave will be denied the time off.

ARTICLE III
MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to transfer and reassign employees; to establish specialty positions; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; or make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate, promote or demote employees; to establish performance standards for employees; to discipline, suspend and discharge non-probationary employees for cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training; to determine equipment to be used and uniforms to be worn; to determine work hours, shifts and shift hours; to do all things expressly granted and reserved to the City under Illinois statutes; to take any and all actions as may be necessary to carry out the mission of the City and the Fire Rescue Department in the event of civil emergency as may be declared by the Mayor or City Manager or their authorized designees, or otherwise. In the event of any such emergency action, which may include but is not limited to: riots, civil disorders, tornado conditions, floods or other catastrophes or financial emergencies, the provisions of this

Agreement may be suspended, if necessary, provided that all provisions of the Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist.

ARTICLE IV
SENIORITY, LAYOFF AND RECALL

Section 4.1. Definition of Seniority. Seniority shall be defined as an employee's length of continuous full-time service as a full-time firefighter or firefighter/paramedic or Lieutenant, except for economic benefits which are related to seniority as provided in this Agreement, which shall be defined as the employee's length of continuous full-time service with the City. Employees who transfer from another City of Crystal Lake department into the Fire Rescue Department will be allowed to carry over any accrual balances and begin accruing benefits equivalent to his/her continuous length of full-time service to the City of Crystal Lake. Should the employee have Personal Business time in his/her accrual bank, they should either use that time prior to the date of transfer or upon transfer, unused Personal Business hours will be converted to his/her sick leave accrual bank.

Section 4.2. Conflicts Due to Date of Hire. After the effective date of this Agreement, should more than one employee have the same date of hire, the employee who is ranked highest on the eligibility list shall have priority as to seniority, or in the case of a tie in ranking, the seniority of the employees involved shall be resolved based on a coin flip administered by the Chief.

Section 4.3. Seniority List. Within two (2) weeks of the effective date of this Agreement and thereafter on or before December 31 of each year, the City will provide the Union, at the address designated by it, with seniority lists setting forth the order of seniority of each member of the bargaining unit. The City shall not be responsible for any errors in the seniority lists unless such errors are brought to the attention of the City, in writing, within fourteen (14) days after the receipt of the list by the Union, and the City may thereafter rely on such lists as called for in this Agreement.

A current and up-to-date seniority list showing the names and length of service of each employee shall be maintained for inspection by employees and shall be updated.

Section 4.4. Nonaccrual of Seniority. No employee shall accrue seniority during any period of time while on an unpaid leave of absence unless otherwise required by law.

Section 4.5. Termination of Seniority. An employee's seniority and the employment relationship shall be terminated for all purposes if the employee:

- quits;
- is discharged for just cause;
- retires or is retired;
- is absent for two (2) consecutive work days without notice and without just cause;
- falsifies the reason for a leave of absence;
- fails to return to work at the conclusion of an authorized leave of absence or vacation without just cause;
- if, after being laid off, fails to report as required after having been recalled;
- has been laid off for a period of two (2) year beyond the term of the Agreement then in effect at the time of the layoff.

Section 4.6. Purpose of Seniority. Employees shall be allowed preference according to seniority on all sections of this Agreement that specifically designate seniority as an accounting procedure.

Section 4.7. Layoff. The City in its absolute discretion shall determine when and whether layoffs are necessary for economic or legitimate constructive reasons. If the City so determines that these conditions exist, employees covered by this Agreement will be laid off in rank order in accordance with their length of service with the City as provided in Ill. Rev. Stat., chapter 65 ILCS 5/10-2.1-18. Absent emergency, all employees shall receive notice in writing of a layoff at least fourteen (14) days in advance of the effective date of such layoff(s). While on layoff status, employees do not accrue, are not eligible to receive, nor are they entitled to City benefits. Time off on layoff status shall not be counted toward years of service.

Section 4.8. Recall. Employees who are laid off shall be placed on a recall list for a period of two (2) years beyond the term of the Agreement then in effect at the time of the layoff. If

there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they were laid off.

Employees who are eligible for recall shall be given twenty-one (21) calendar days' notice of recall. Notice of recall shall be sent to the employee by certified or registered mail, return receipt requested, with a copy to the Union. The employee must notify the Fire Chief or his designee of his intention to return to work within seven (7) calendar days after receiving actual notice of recall that shall not be outside the twenty-one (21) day period. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt request, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Fire Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his/her name shall be removed from the recall list.

ARTICLE V
HOURS OF WORK AND OVERTIME

Section 5.1: Purpose. This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. Nothing in this Article or Agreement shall be construed as a guarantee of hours of work.

Section 5.2: Normal Work Day and Work Week. The normal work day and workweek for employees shall be 24 consecutive hours of work (1 shift) followed by 48 consecutive hours off (2 shifts). A Kelly Day (i.e., what would otherwise be a 24-hour-duty day) shall be scheduled off every eleventh (11^{th}) duty day, thereby reducing the normal pay period to an average of 102.10 hours (2654.60 hours annually). Effective January 1, 2016, a Kelly Day shall be scheduled off every tenth (10^{th}) duty day (2628.08 annually).

Section 5.3: FLSA Work Cycle. The City shall establish an individual FLSA work cycle for each employee covered by this Agreement which cycle commences at 7:00 p.m. (or the appropriate time in the evening to minimize FLSA overtime if the 7:00 a.m. shift starting time is changed) on the 11^{th} day of each cycle (every 10^{th} day starting January 1, 2016). Each employee's work cycle shall be established so that the employee's Kelly Day (*i.e.*, every 11th shift) falls on the shift starting on the 11^{th} day of his work cycle and ending at the beginning of

the first day of the succeeding work cycle. Shifts shall normally commence at 0700 hours and end at 0700 hours the following day, subject to the Chief's right to make reasonable changes for sound operating reasons. The City has adopted a 27 day work cycle for the purposes of Section 7(k) of the Fair Labor Standards Act (FLSA).

Section 5.4: Eight Hour Shifts. The normal work day and work week for employees temporarily assigned to eight-hour shifts (for purposes other than training), shall be 40 hours, based on five eight-hour shifts, with a 30-minute unpaid lunch period provided each day, subject to emergency duties. Hours of work shall be 8:30 am – 5:00 pm and may be subject to change at the discretion of the Fire Rescue Chief. Employees temporarily assigned to eight-hour shifts shall not be required to return to shift prior to 0700 the following Monday. Probationary firefighters may be subject to special work day/week schedules due to training or scheduling.

Section 5.5: Shift Change. An employee permanently changed to a new shift will receive at least forty-eight (48) hours off between shifts. A permanent shift change is defined as one that lasts longer than ninety (90) calendar days. An emergency shift change is defined as a shift change which lasts less than ninety (90) calendar days and in such case the employee need not receive forty-eight (48) hours off between shifts.

Section 5.6: Overtime. The City may assign overtime work as provided in Sections 5.8, 5.9, 5.10 and 5.11 below, and such assignments (except those made under Section 5.8 below) shall not be refused by employees. The overtime rate of pay for employees assigned to 24-hour shifts shall be 1-1/2 times their regular straight-time hourly rate of pay (as noted in the wage appendices B through E). Overtime hours shall be considered as nonscheduled hours worked in excess of the normal work schedule when worked upon specific direction or approval of the Fire Chief or his designee.

Except for emergency hire backs, employees assigned to eight-hour shifts shall be paid one and one-half their regular straight-time hourly rate of pay (annual salary divided by 2,080 hours) for all hours worked in excess of 40 hours.

Section 5.7: Voluntary Overtime. When the need for voluntary overtime exists due to the lack of manpower, vacations, sickness, injury or other causes, as deemed appropriate by the City, and the City determines that bargaining unit members are necessary to perform such work, and there is reasonable time to utilize the voluntary overtime procedure, such overtime shall be

distributed initially to members of the bargaining unit of the same rank classification on a voluntary basis. Certain specified job tasks shall not be a part of the regular voluntary overtime list, because these assigned tasks are normally conducted by specially trained personnel. A voluntary overtime list shall be established for these specially trained personnel. The same rules that govern the general voluntary overtime list shall apply.

The City shall establish and periodically update a Departmental overtime assignment list or, at the discretion of the Chief, such task shall be assigned to the Union President who shall perform the task himself or in writing delegate the task to another bargaining unit member who shall be responsible for the proper performance of the task. Annually, each January 1st, all bargaining unit personnel will be placed on the overtime assignment list and all hours would go to zero. The list will be categorized by classification with the most senior in each category listed first, followed by the remaining employees in seniority order.

Where voluntary overtime exists and the City determines that bargaining unit members are necessary to perform such work, the most senior employee within the rank or classification will be offered the overtime assignment first. If the employee accepts or declines, that individual will be charged for the overtime assignment. The party administering the overtime list (the City, or the Union as delegated by the Chief) will then seek to contact the next employee on the list and so forth. When the Chief delegates the administration of the voluntary overtime list to the Union, the Union may administer the list as agreed upon by the membership, and that language shall be posted in the Local's minutes. In addition, the language will be posted in the Fire Department overtime book. If the City retains the administration of the overtime list, the procedure as outlined in this Article shall be followed. The City's overtime assignment list will accumulate each employee's overtime hours as they are worked or declined. The employee with the least amount of overtime hours within the rank or classification will normally be offered first opportunity to work the voluntary overtime. If an employee establishes that the provisions of this Voluntary Overtime assignment procedure have not been followed, the sole remedy shall be to award the aggrieved employee(s) with the next available equal overtime opportunity, unless there is a finding that the assignment was made by management to knowingly and intentionally circumvent in an improper manner the priorities established by and the provisions of this Section.

Section 5.8: Emergency Response Holdover. Where there is a need for the City to hold over an employee(s) to answer an emergency call, the City shall make the holdover assignment to the employee(s) assigned to the vehicle that is required to respond. The employees that initiate the call shall complete the call, unless relief is requested by the employees and available. Relief prior to the start of a shift will be made on a mutual agreement between employees. Any employee held over shall receive a minimum of one (1) hour of pay at the applicable straight-time hourly rate of pay provided that when an employee works more than forty (40) minutes, the employee will be paid at the rate of time and one-half (1-1/2). An employee held over shall not have such hours added to the employee's overtime assignment list. Subsequent time worked shall be paid in one-quarter (1/4) hour increments.

Section 5.9: Mandatory Overtime. Both the Union and the City realize the necessity of properly staffing all stations and both parties will continue to make reasonable efforts to avoid implementing the mandatory overtime procedure contained in this Section. The City will make reasonable attempts to fill a vacancy or vacancies in a station or stations where bargaining unit personnel are needed utilizing the voluntary overtime procedures. However, in the event that such efforts prove unsuccessful, the City will utilize the mandatory overtime procedure set forth in the remainder of this Section.

When it becomes necessary to fill a vacancy by a bargaining unit member through mandatory overtime, the following procedure will be used:

(a) If the vacancy is scheduled at the beginning of a shift, the person who is highest on the mandatory list on the prior shift immediately concluding work will be required to continue to work until a replacement can be located using the voluntary overtime procedure.

(b) If the vacancy is scheduled or occurs at any other time, a rotating mandatory overtime list will be used by inverse seniority among employees of the same classification as the employee to fill the vacancy. The party administering the overtime list (the City, or the Union as delegated by the Chief) will advise the appropriate person that this mandatory overtime clause is in effect. The party administering the overtime list shall maintain and post the list on the Fire Department computer drive.

c) After an employee has been required to work a mandatory overtime shift in either paragraph A or B above, absent a staffing emergency, he/she will no longer be eligible to work a mandatory overtime shift until the mandatory overtime list has been fully exhausted.

(d) No mandatory hours worked will be charged to the voluntary overtime hour list. It is expected that these procedures will be followed except in cases of emergency where time does not permit the exhaustion of these steps. Employees on duty shall not leave their duty assignment until properly relieved. If an employee establishes that the provisions of this Mandatory Overtime assignment procedure have not been followed, the sole remedy shall be to award the aggrieved employee(s) with the next available equal overtime opportunity. Unless there is a finding that the assignment was made by management to knowingly and intentionally circumvent in an improper manner the priorities established by and the provisions of this Section, the remedy shall be to award the aggrieved employee(s) with twice the employee(s) rate of pay.

Section 5.10: Callback Pay. A callback is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours, with a two (2) hour minimum guarantee, except that if the employee is called back to rectify his own error the two (2) hour minimum guarantee shall not apply. In the event of a second callback or further assignment within the two-hour minimum period, no further minimum shall apply.

Section 5.11: Compensatory Time. All earning of compensatory time and use of earned compensatory time has been eliminated.

Section 5.12: Duty Shift Trades. Any two employees on different shifts may request to trade duty time so long as the two employees are determined to be capable to perform each other's assigned duties for the duty time involved. Requests for such trades shall, absent emergency, be submitted on the proper form at least sixty-two (62) hours prior to the requested trade and approved by the Fire Chief or his designee, unless the Fire Chief or his designee elects to permit a trade with less notice due to exigent circumstances. A trade may be made with an Open Kelly Day slot (Kelly Day holds are not considered "open"). Such requests shall not be

unreasonably denied. All approved duty trades must be paid back before the effective date of an employee's promotion to a position not covered by this Agreement. Notwithstanding any other provision of this Agreement, no additional compensation shall be paid to any employee as a result of duty trades.

Kelly day trades shall be allowed between employees on the same shift and shall be completed within the same scheduled Kelly period. Any approved Kelly day trade shall be considered a duty trade for purposes of the FLSA. Kelly days may be traded in only twenty-four (24) hour shift segments and the hours reduction day will be considered that of the person originally scheduled to have the day off and the substituted hours reduction day shall be regarded hours worked. Kelly day trades shall be canceled and reverted back to original, in the event that the involved employee is off duty due to alternate duty or due to a Workers Compensation illness or injury.

Kelly day trades must be made within the designated FLSA period (Kelly Day Columns) in order to facilitate employee work/rest cycles. Kelly days will be selected in a mutually designed format between Labor and Management, based on FLSA periods.

Section 5.13: Special Deployment. In the event an employee is temporarily assigned to a special deployment in connection with a State mobilization of Mutual Aid Box Alarm Systems (MABAS) resources, said employee may be temporarily assigned to a different work schedule. Hours worked will include time spent traveling to and from remote location, and hours actually worked at the site, but will not include unassigned time. During such special deployment, while temporarily assigned to a different work schedule, hours worked in excess of standard shift hours in a seven-day period shall be paid at the overtime rate. Temporary assignment will be made by utilizing voluntary overtime procedures. Employees eligible for the assignment will be based on training and certification requirements of the deployment request.

Section 5.14: No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 5.15 Acting out of Classification Pay. The responsibility for supervision within the Fire Rescue Department ultimately rests with those officers appointed by the Board of Fire and Police Commissioners or by the Fire Rescue Chief to perform such tasks. When an officer is off duty, a person from the lower rank may be assigned to fill in as an Acting officer. When the

Company Officer is scheduled off, an Acting Company Officer will serve in the Company Officer role. The Acting Company Officer will be selected as follows: the individuals from each shift who are on the promotional list will be offered the opportunity, on a rotating basis, to fill the Acting Company Officer role, regardless of station assignment, when the need arises. When no one from the affected shift (who is on the applicable promotional list) is working, the acting person will be selected from a rotation experience list, comprised of firefighters who have successfully completed the Department's Acting Lieutenant program. Personnel on the rotating experience list must express written interest in the program and be competent in their position with the knowledge of the rank above. If no one from either list is available, then the most senior firefighter will be assigned to be the acting officer.

When a Firefighter Paramedic is assigned to act as a Lieutenant, such employee shall be paid at the hourly pay rate associated with the first step of the Lieutenant rank. When a Lieutenant is assigned to act as a Battalion Chief such employee shall be paid five percent (5%) above their current hourly rate. Acting out classification pay is earned on an hour for hour basis. If an individual is acting in a higher rated position on an overtime basis, the acting up pay shall be added to the base wage first, and then multiplied by the appropriate overtime rate.

It will be the responsibility of the Battalion Chief to give proper written or electronic notification, except for emergency situations. The Acting Officer will be assigned by the Chief or his designee to a particular assignment. For purposes of training new officers, an Acting Officer can be assigned to a station with another Officer for a brief period of time for training with the Battalion Chief. It is understood that the purpose for this is to provide the Acting Officer with supervisory experience. A shift should have at least one (1) officer qualified to cover the position of shift commander on duty at all times, unless due to extenuating circumstances, and then the Chief or his designee shall be notified prior to the incident. To be qualified as a shift commander, a lieutenant shall have served in the rank of lieutenant for at least one (1) year and have completed the prescribed training under the direction of the shift commander. Any additional requirements may be established by mutual agreement through labor management meetings.

Section 5.16 Special Assignment. The City agrees to offer the following assignments to bargaining unit employees before making such work available to others, pursuant to the terms of this Section:

The parties agree that the following special assignment positions qualify for a 7 (g) rate:

- Training (mutually agreed upon assignment)
- Such other assignments mutually agreed upon by the City and the Union from time to time which qualify for a 7 (g) rate of pay.

Any such work performed by bargaining unit members shall be in accordance with the Fair Labor standards Act (FLSA) section 7 (g). When an employee agrees to perform work in such assignment, the employees performing such work shall be compensated at the rate specified herein. Employees performing such work shall sign a Section 7(g) agreement.

The 7 (g) wage rates shall be as follows:

Hourly Rate	Overtime Hourly Rate
$15.00 /hour	$22.50/ hour

If an employee works in a secondary capacity covered by this Section and performs overtime work in that capacity in any work cycle, such employee will be paid for such work in the secondary capacity at the rate of time and one half (1 1/2) the applicable straight time rate as set forth. Any overtime work by the employee in a primary capacity will be paid pursuant to the collective bargaining agreement.

ARTICLE VI
VACATION

Section 6.1: Eligibility and Allowances. All employees shall be eligible for paid vacation time after the completion of six (6) months of continuous full-time employment. Employees shall start to earn vacation allowance as of their date of hire, if hired prior to the tenth (10^{th}) of the month, but if hired after the tenth (10^{th}) of the month, the employee will begin earning credit in the following month, but cannot use vacation time until after it is earned and until after the first six (6) months of employment. No vacation will accrue during an unpaid

leave of absence. Vacation allowances shall be earned based on the following table for employees working a twenty-four (24) hour shift:

Firefighter Paramedic Vacation Schedule Period Earned	**Shifts Per Year Earned by 24 Hour Personnel**
Hire to month before 1st Anniversary	3 shifts
1st Anniversary to month before 5th Anniversary	5 shifts
5th Anniversary to month before 9th Anniversary	7 shifts
9th Anniversary to month before 15th Anniversary	8 shifts
15th Anniversary to month before 19th Anniversary	10 shifts
19th Anniversary and on	12 shifts

*Lieutenants will follow vacation accrual schedule inserted below. This schedule does not include any Personal Business time.

***Lieutenants Vacation Schedule Period Earned**	**Shifts Per Year Earned by 24 Hour Personnel**
5th Anniversary to month before 9th Anniversary	8 shifts
9th Anniversary to month before 15th Anniversary	9 shifts
15th Anniversary and on	12 shifts

Section 6.2: Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 6.3: Scheduling. Employees shall select their vacation preference within their shift in accordance with their needs and the needs of the Department on a first requested, first received basis. Only three (3) full-time shift personnel (bargaining unit) per shift (Vacation/Kelly/Floating Holiday) may be off at any one time during the months of March, April, May, September, October and November. Only one (1) of these three (3) can be a Lieutenant. This may be expanded to four (4) full-time shift personnel (bargaining unit) per shift during the months of January, February, June, July, August and December. Only one (1) of these four (4) can be a lieutenant. Lieutenants will be given two (2) exemption days (per

lieutenant) where two (2) lieutenants will be allowed off on benefit time (vacation/Kelly) as defined in this section and at the approval of the Fire Rescue Chief. Exemption days must be requested no less than 7 days in advance of the requested time off. Exemption days cannot be utilized on a holiday as defined in Section 7.1 Holidays. Vacations may be accrued in an amount not to exceed one and one-half (1-1/2) times the employee's annual accrual rate except if an employee is incapable of using such days because the employee is off work because of workers' compensation leave or unable to schedule due to lack of available days. Once an employee has been granted and is using vacation leave, he or she may not change the status to sick leave unless he or she becomes hospitalized. Vacations may be scheduled with a minimum of eight (8) hours usage per request, as long as the 8 hour block does not bridge over 1900 hours.

Section 6.4: Guidelines Governing Leave and Trade Time

1) The number of consecutive days off does not exceed ten (10) shift days at any time by combining Vacation, Kelly, and/or Trade days. After having taken ten shift days off in a row, personnel must work a minimum two (2) consecutive shift days before another day off can be taken.

2) The trading of duty time is an agreement between two CBA members. In the case where a trade agreement is unfulfilled by either party, the Fire Rescue Department assumes no responsibility for compensation related to that trade.

Section 6.5: City Emergency. In case of an emergency, such as but not limited to riot, civil disaster, or presidential visit as declared by the Mayor as authorized under Section 1116, 65 ILCS 5/1116 of the Illinois Statutes, the City Manager or his designee, may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and/or recall any employee from vacation in progress.

Section 6.6: Pay for Vacation Upon Separation. If an employee covered by this Agreement terminates or is separated from his employment with the Crystal Lake Fire Rescue Department, he/she shall receive compensation for all accumulated but unused vacation time at the employee's current straight-time hourly rate of pay in a lump sum fashion within fourteen (14) days after separation or termination.

Section 6.7: Vacation Pay for Employees Killed in the Line of Duty. The families of all employees covered by this Agreement who are killed in the line of duty shall receive compensation for all vacation time accumulated but unused by that employee at the employee's current straight-time hourly rate of pay in a lump sum fashion within fourteen (14) days of the employee's death.

ARTICLE VII
HOLIDAYS

Section 7.1. Holidays. The following ten (10) days are holidays with pay for all bargaining unit members as provided in Section 7.2.:

Memorial Day	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day & Day After	Christmas Eve
New Year's Day	Christmas Day
	President's Day

Section 7.2. Holiday Pay. Employees scheduled to work on a holiday shall do so. Holiday pay shall be paid on the following basis:

i. If an employee works on a holiday, compensation shall be at the employee's straight-time hourly rate of pay for each hour worked, plus eight (8) hours pay at the employee's straight-time rate of pay for the holiday.

ii. If a holiday falls on an employee's regularly scheduled day off, the employee shall receive compensation equivalent to eight (8) hours at the employee's straight-time rate of pay in lieu of a day off.

iii. For those employees assigned to eight (8) hour shifts due to an alternate duty assignment, holiday pay will be granted as eight (8)

hours of holiday pay at the employee's regular shift rate of pay (not the alternate duty hourly rate).

iv. An employee may request time off as vacation time on a holiday subject to approval by the Chief or his designee. If the holiday is requested as time off, the entire shift (24 hours) must be taken. The employee will be required to utilize twenty-four (24) hours of accrued benefit leave and will be eligible for compensation equivalent to (8) hours' pay at the employee's straight-time rate of pay for the holiday.

v. If an employee utilizes sick time during a holiday, the employee will be required to utilize twenty-four (24) hours of accrued sick benefit leave and will be eligible for compensation equivalent to eight (8) hours pay at the employee's straight-time rate of pay for the holiday. Any employee may be required to substantiate proof of illness where there is reason to suspect sick leave abuse.

vi. For purpose of this Article, a holiday shall be considered 7:00 a.m. of the holiday until 6:59 a.m. of the following day.

Section 7.3. Floating Holiday. In addition to the holidays listed in Section 7.1, each bargaining unit employee will be granted four (4) hours of floating holiday time to be used during the course of the fiscal year. This floating holiday time must be granted with prior approval of the Chief or his designee. On a one-time basis during the course of the fiscal year, this time may be granted as emergency time off by the Chief or his designee for an unscheduled, emergency circumstance. Floating holiday time may be used in no less than four (4) hour increments. Unused floating holiday time shall be converted to sick leave if not used by the end of the fiscal year.

ARTICLE VIII

LEAVE OF ABSENCE

Section 8.1. Discretionary Leaves. The City may grant a leave of absence under this Article to any bargaining unit employee where the Fire Rescue Chief and City Manager determine there is good and sufficient reason. The Chief and City Manager shall set the terms and conditions of the leave, including whether or not the leave is to be with pay.

Section 8.2. Application for Leave. Any request for a discretionary leave of absence shall be submitted in writing by the employee to the Fire Rescue Chief or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by the Fire Rescue Chief and it shall be in writing.

Section 8.3. Jury Duty. An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time that he is required to be away from work and during which he would have otherwise been scheduled to work. An employee shall immediately notify the Fire Rescue Chief or his designee if he is required to report for jury duty. Because an employee is compensated by the City for performing jury duty on the day or days he or she is scheduled to work, such employee must sign over to the City any check received for performance of such jury duty.

Section 8.4. Family and Medical Leave Act. The parties agree that the City many consistent with the provisions of article XXIV of this Agreement, take action that is in accord with what is legally permissible under the Act in order to be in compliance with the Family and Medical Leave Act so long as it does not diminish or alter any current statutory benefit. When FMLA leave begins, the employer may require employees to utilize accrued, paid leaves concurrent with FMLA leave provided that vacation leave that employee has previously scheduled shall be applied after accrued sick leave.

Section 8.5. Alternate Duty. Employees who are ill, injured or pregnant, as certified by a physician and unable to assume the responsibilities of their regular positions but are able to perform some duties on a restricted basis, may be required to perform Fire Rescue Department related work. The Chief will determine if any work is available based upon the restrictions set by the employee's physician. If there is work available, either on a full-time or part-time basis,

and the Chief wants the employee to perform this work, the employee will be required to perform those duties. The length of time of the restricted duties will not exceed the earliest of the following:

(1) The time limit for restricted work set by the employee's physician;

(2) The length of time to complete the available work; or

(3) Three (3) months; except this time may be extended at the absolute discretion of the Chief and the City Manager.

(4) Alternate duty shall not preclude an employee from using any education benefits outlined in Article XIII, so long as such usage is not contrary to the employee's medical or work restrictions.

There is no guarantee that work will be available for employees on restricted duties. The decision for restricted duty work depends solely upon the work being available, the decision of the Chief, and the employee's ability to do the work. Preference will be given to employees recuperating from work related illnesses or injuries.

Assignment of pregnant employees to alternate duty shall be in accordance with the applicable provisions of the Illinois Human Rights Act.

Section 8.6. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may be subject to immediate discipline.

Section 8.7. Military Leave. Employees required to fulfill a military obligation for training will be granted a leave of absence. Employees with accrued vacation, compensatory time or personal business may use these accrued benefits during their military leave, otherwise, the leave is unpaid. All Military Leave situations will be handled in accordance with applicable state and federal laws.

Section 8.8. Bereavement Leave. The Chief or his designee shall grant leave with pay for funerals and wakes in the immediate family. The funeral leave shall be one (1) shift. The Chief may allow additional shifts off in extenuating circumstances. Additional time may be taken as sick or vacation time. In the case of the employee's remaining family not

included in the definition in section 1.5 (Definition of Family) the employee shall be allowed to use accrued benefit time as listed above.

ARTICLE IX
SICK LEAVE

Section 9.1. Purpose. Sick leave shall be used for the purpose for which it was intended, that being to provide an employee protection against a full day's loss of pay due to illness of the employee or in the employee's immediate family (as defined in Section 1.5). Sick leave may not be converted into any other form of compensation, except upon separation from employment in good standing and as provided below. Sick leave shall be taken in a minimum of eight (8) hour increments. If an employee leaves sick during the course of the shift, the employee will be charged hour for hour for the remaining hours of the shift upon notification to the Fire Rescue Chief or his designee. In addition to employee illness, sick leave may be used for medical or dental appointments, illness and the birth of a male employee's child or for the adoption of a male or female employee's child, but not to exceed one (1) shift day or twenty-four (24) hours sick leave usage.

Section 9.2. Sick Days Earned. Sick leave will be computed on the basis of twelve (12) hours earned on the first day of each month for a total of one hundred forty four (144) hours per year. Sick leave may be accumulated to a maximum of eighty (80) shifts (1920 hours). If employment begins on or before the tenth day of the month, credit for the month will be allowed. If employment begins after the tenth day of the month, the employee will begin earning credit the first day of the following month. New hires may use sick leave, when necessary, after the first credit for sick leave is accrued.

Section 9.3. Request for Sick Leave. Employees requesting sick leave must call their supervisor or an on-duty supervisor as soon as possible, but not less than one (1) hour prior to the start of the scheduled work day. An employee who takes sick leave off in conjunction with other leave will be required to bring in a doctor's certification of illness or release to duty in order to receive compensation for time taken off. Any employee may be required to substantiate proof of illness where there is reason to suspect sick leave abuse. Where the employee is absent more than two (2) consecutive work shifts due to illness, the employee may be required to bring in a doctor's certificate in order to receive sick leave pay and also to be able to return to work.

Section 9.4: Post Employment Health Plan. The parties agree that the City shall participate in a VEBA through a mutually agreed provider for all bargaining unit employees.

Section 9.5: Funding of the Plan. The basic plan requires that an employee, who uses less than forty-nine hours sick leave in the one (1) year period between May 1 and April 30, receives payment according to the table below. The number of hours for which payment is received will be subtracted from the employee's accumulated sick leave. (Employees hired after May 1st are not eligible for this payment in the fiscal year in which they were hired). This payment will now convert into a VEBA plan. Employees who meet the below-specified annual attendance standard shall have the corresponding dollar value below of their annual sick leave accrual (May 1 through April 30) paid into their VEBA plan account each year as follows:

Annual Sick Hours Used	Dollar value of Payments
49 hours or more	0
25-48 hours	16 hours
1-24 hours	24 hours
0 hours	36 hours

Additionally, upon retirement after at least twenty (20) years of service with the City of Crystal Lake, bargaining unit employees will receive payment of one-half of the total accumulation up to a maximum of 480 hours. This payment will be automatically rolled into the VEBA plan for the employee.

The union herewith authorizes the City to deduct forty (40) hours of holiday pay from each employee's holiday pay accrual pursuant to Article VII and to pay such amount to the trustee of the VEBA plan for the benefit of such employees as an employer contribution.

ARTICLE X

INSURANCE

Section 10.1. Coverage. The City shall make available to non-retired employees and their dependents substantially similar group health and hospitalization insurance coverage and benefits as that provided to the remaining employees of the City. Further, the City shall make available to employees who retire during the life of this Agreement, and who at the time of retirement were covered by City insurance, individual and dependent coverage (if the dependent was covered when the employee retired) at group rates, with such premiums to be paid by the retired employee to the extent required by state law. The City reserves the right to change insurance carriers, benefit levels or employee costs, or to self-insure, or to adopt a health maintenance organization or Preferred Provider Organization plan for the provision of health care benefits, so long as the new coverage and benefits are reasonably similar to those provided to the remaining full-time employees of the City.

Section 10.2. Cost Containment. The City strictly reserves its rights to institute cost containment provisions similar to those applicable to most other City employees. Examples of such cost containment provisions include, but are not limited to, the following:

1. hospitalization must be pre-approved for non-emergency purposes or health benefits may be reduced;

2. authorization for emergency admission must be obtained within 48 hours of the admission or benefits may be reduced;

3. hospital benefits shall be paid only for the approved number of extended confinement days, unless other authority has been obtained;

4. the City may require mandatory second opinions for elective surgery, pre-admission and continued admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 10.3. Cost. Subject to the provisions of Section 10.1 above, the City will offer insurance coverage to employees and their dependents with a share in the cost of this coverage between the employer and employee. The percentage of the cost share may vary over time; however, the cost share for bargaining unit employees would be the same as all other City

employees. Should the need for cost sharing exceed 25% for the employee, this section would reference Article XXV- Entire Agreement.

Section 10.4. Life Insurance. Active employees covered by the health insurance plan also have life insurance paid by the City equal to one (1) year's base salary raised to the next multiple of $1,000 if not already an even $1,000 figure.

Section 10.5. Terms of Insurance Policies to Govern. The extent of coverage under the insurance plan documents (including HMO or PPO plans) referred to in this Agreement shall be governed by the terms and conditions set forth in those policies. Any questions or disputes concerning such insurance documents, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in the policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the City, City employee or beneficiary of any City employee.

Section 10.6. Continuation of Benefit. When a sworn employee is killed in the line of duty, the City will continue the current health insurance for the benefit of the spouse and dependent children of the deceased employee to the fullest extent required by law.

Section 10.7. Employee Assistance Plan (EAP). Bargaining unit employees shall have access to the City's Employee Assistance Plan at the same time and in the same way as other City employees.

ARTICLE XI
UNIFORMS

Section 11.1. Initial Issue. The City will provide all initial departmental approved station uniforms at no cost to the employee.

The initial department approved station uniform issue shall consist of the following:

2 - Summer Polo Shirts

2 - Class B Shirts

1 - Sweatshirt/Work Shirt

4 - Uniform Trousers

4 - Tee Shirts

1 - Multi Seasonal Coat w/Patch

1 - Black Leather Belt

1 - Pair Black Leather Shoe or Boot

2 - Departmental Badges

2 - Departmental Name Tags

Routine cleaning and maintenance of station uniforms shall be the responsibility of the employee. New employees hired *will not* receive a clothing allowance in the fiscal year in which they were hired. The new employee will receive their initial use of uniforms only. The Chief will replace uniforms of new employees in the fiscal year in which they were hired, if ruined during departmental functions, upon evaluation.

Section 11.2: Annual Clothing Allowance. Effective May 2011, an annual clothing allowance account of five hundred and twenty five dollars ($525.00) shall be credited to each employee for reasonable repair and/or replacement of station uniforms. Unused funds shall not carry over to next fiscal year. All orders for annual clothing allowance must be submitted by March 15 to facilitate the payment of bills. Only department approved uniforms may be purchased with clothing allowance funds. Special items of an individual nature not listed may be purchased with clothing allowance funds where deemed appropriate by and with prior written approval of the Fire Chief.

Section 11.3: Protective Clothing. The City will provide all department approved protective clothing at no cost to the employee. Unserviceable or damaged protective clothing shall be repaired or replaced through the department Quartermaster system. All reasonable

efforts shall be made by the City to provide new equipment, or replace equipment, as soon as possible.

Department approved protective clothing shall consist of the following:

1 - Helmet with Goggles

1 - Bunker/Turnout Coat

1 - Bunker/Turnout Pants with Padded Suspenders

1 - Pair Firefighting Rubber Bunker Boots

1 - Nomex Hood

1 - SCBA Face Mask with Bag

2 - Pair Leather Firefighting Gloves

1 - Corrective lens frame and lenses set for SCBA mask

1 - Safety glasses/gogglesNote: Each non-probationary employee will be provided with a second set of bunker gear prior to the end of the 2022-2026 collective bargaining agreement.

Optional Department approved protective clothing which may be purchased from the individual person's clothing allowance shall include the following items. In the event that the below items are damaged or destroyed in the course of the employee's duties, the employee shall have the option to purchase additional items from the list below out of the employee's clothing allowance. The employee shall return the damaged or destroyed item to the Quartermaster for replacement.

1 - Truckman's Belt with accessory rings (Belt shall have no leather components and any alteration costs to the turnout coat shall also come from clothing allowance.)

2 - Flashlights (Placement of flashlight pocket shall be approved by Quartermaster. Any alteration costs to the turnout coat shall also come from clothing allowance.)

1 - Multifunctional tool (maximum cost $40.00)

2 - Pair Extrication Gloves (shall not be used for firefighting)

1 - Pair of Leather Firefighting Boots. (Three (3) styles and stock numbers will be supplied by Quartermaster. Employees shall pay the difference, out of their clothing allowance, between the price of their initial firefighting rubber boots and the leather boots.)

1 - Goggle Garage

1 - Personal Emergency Escape Bag (Contents to be determined by the Fire Rescue Chief)

Marine Monitor Clothing for the Three Oaks Recreation Area

Special items of an individual nature not listed may be provided by the City or be purchased from the individual person's clothing allowance where deemed appropriate in writing by the Fire Chief. Requests for special items from specialty team members shall be submitted to the Quartermaster or Fire Chief for Consideration.

Section 11.4: Eyeglasses. If an employee damages his/her eyeglasses or contact lenses in the course of properly performing the employee's duties, the Employer shall replace such eyeglasses or contact lenses at reasonable cost, except that the maximum amount of money the City shall be required to pay to reimburse employees under this Section is a total of $500.00 per year for the bargaining unit as a whole.

ARTICLE XII

SECONDARY EMPLOYMENT

Section 12.1. Secondary Employment. Employees considering employment in addition to work with the City must complete the required form and receive written approval from the

Fire Rescue Chief (who maintains the authority to approve, deny or rescind authorization for secondary employment for bona fide reasons) prior to beginning work to assure that the employee's secondary employment is indeed secondary to his City employment and is in full compliance with the following guidelines:

(a) the secondary employment must not be a conflict of interest with the City employment;

(b) secondary employment must be scheduled outside of work time with the City;

(c) secondary employment may not infringe upon City work time including lack of energy on the job and interruptions concerning secondary employment including telephone calls and visitors during employment hours (although unsolicited incoming calls may briefly be answered and a phone number taken);

(d) secondary employment may not require the employee to wear a City uniform or involve the use of City equipment, including office equipment;

(e) Article 21, Section 21.6 Compliance with the Laws must be referenced in regard to this article on secondary employment.

The Fire Chief shall give his written approval or disapproval within seven (7) calendar days. If the Fire Chief denies the employee's request, the Fire Chief shall state the reasons based on the above. Failure to comply with this procedure may result in being requested to terminate secondary employment and/or result in disciplinary action.

ARTICLE XIII

EDUCATIONAL BENEFITS

Section 13.1: Posting of Available Training. Time permitting, employees assigned to in-house training shall be given reasonable advance notice of such training. When training outside of the department is scheduled for employees covered herein, said employees shall be given as much notice as reasonably possible as the City receives notice from the training facility and decides that such training would be appropriate. Notices shall be posted on the training bulletin board at each station and the training opportunity will be posted on the Fire drive for all employees to view.

Section 13.2: Request for Training. Employees shall submit a training request for all training sessions, i.e., schools, seminars and conferences, which are not a part of the regular training program administered by the Crystal Lake Fire Rescue Department, but are being offered by an outside agency.

Section 13.3: Training Approval. Training requests shall be approved based upon the needs of the Fire Rescue Department as determined by the Fire Chief. Employees not on probation shall be approved for a minimum of one (1) sponsored training session per fiscal year, based upon the career path model as established by the Fire Chief and approved by the Department Training Committee (the Department Training Committee shall consist of the Bureau Chief of Training, one Lieutenant, two firefighter/paramedics selected by the union, and one Paid on Premise firefighter). This career path model shall be posted in every fire station. Sponsored training sessions, if applicable, shall include tuition, transportation, lodging, books, and class materials. Meal reimbursement shall only be available for classes that require an approved overnight stay and will be subject to Department meal reimbursement regulations. Additional sponsored training sessions may be approved as tuition only, as approved by the Fire Chief, if outside the career path. Written notification of approved training sessions shall be signed and approved by the employee and a representative of the Fire Rescue Department. If written notification of the approved training is not signed by both parties, the training will not be approved. The employee shall receive written notification of the approval or denial of the training request within a reasonable time period. If the requested class is approved, the employee shall receive written notification of the pending class, whether the class will be sponsored or tuition only. Notification will include the dates of the class, hours of work schedule, and Department vehicle usage (if available).

Section 13.4: Hours of Work for Training. Employees approved for sponsored training will be paid according to their normal work schedule and given time off equal to or greater than the hours in which the class is in session, including appropriate meals and rest periods. Probationary members attending a fire academy will attend the academy on a holiday if classes are in session. Time off will be given adjacent to the training session, and within the employee's appropriate FLSA cycle. When Kelly Days are scheduled within the dates of training, the Fire Rescue Department will provide the employee an additional 24 hours of time off adjacent to the

training session. Any employee attending a training session who is reimbursed in whole or part by the City, or who attends in a paid status, is expected to conduct him or herself in a manner as if they were still at work. Any improper conduct will be treated as if it occurred during regular working hours. The City shall have the right to pay overtime in lieu of time off for any training session.

Section 13.5: Vehicle Use for Training. Employees assigned to training sessions (other than basic fire service and/or paramedic training) away from the Fire Rescue Department shall be provided transportation to and from the training location, if available, as determined by the Fire Chief or his designee. If no City vehicle is available, the employee shall be paid the prevailing mileage rate for use of his own vehicle. The employee will be compensated at his hourly rate only for the number of hours the class is in session, including appropriate meals and rest periods. Fuel and maintenance costs are reimbursable by the City for Department vehicles.

Section 13.6: Travel and Meeting Expense Allowances. Any employee attending any training session and being reimbursed by the City must submit paid receipts for reimbursable expenses. The City will not reimburse expenses which are not documented or which are considered by the City to be unreasonable. Employees who have been authorized to attend such training sessions shall be reimbursed for all reasonable meal costs during training upon presentation of appropriate receipts to the City.

Section 13.7: Continuing Education Requirements. Employees shall be responsible for completing their continuing education requirements for licensure as a paramedic. The Department supports the employee in obtaining continuing education requirements through the following practice: Employees assigned to attend on-site training shall not be otherwise assigned except for emergency calls. If the employee is unable to attend the training due to emergency calls, the employee will then be scheduled for training on-duty at an off-site location. Should the employee be unable to attend this training due to emergency calls, minimum staffing requirements or pre-approved benefit time, the employee will be scheduled to attend the training on the next available duty day and another firefighter/paramedic shall be called in on an overtime basis to cover the duties of the employee being sent to training. Employees will not normally be paid overtime to complete Resource Hospital mandated training, provided a training session is available while on duty. Variations/exceptions to this section may only be granted by the Fire

Chief or his designee. Variations/exceptions should be presented to the Fire Chief or his designee as soon as variation/exception is discovered, in order for alternative solutions to be implemented.

Section 13.8: Educational Reimbursement. The City promotes the education of its employees to improve the efficiency and effectiveness of City services. All employee requests for tuition reimbursement shall be subject to the availability of budgeted funds. In order to be considered for tuition reimbursement, the applicant must provide evidence of an Illinois Fire Chiefs Association application for the current year (the time period for scholarship application is annually January 1 through March 15th). The employee's course or degree program requirements, including instruction time and/or coursework, shall not be pursued during work hours and is purely voluntary. The employee's hours spent attending such course or degree program requirements shall not constitute hours worked for the purpose of calculating compensation due the employee even if the courses are job related. For employees governed by a collective bargaining agreement, where sections of this directive conflict with the collective bargaining agreement, the collective bargaining agreement shall prevail.

Eligibility Requirements

1. Only regular full-time employees, who have completed their probationary period and achieved at least a "meets expectation" in their most recent performance evaluation, are eligible to request tuition reimbursement assistance.
2. Courses must be by distance education courses or classroom attendance. An accredited educational institution shall provide the course work.
3. Employees are eligible to request tuition reimbursement for the following academic instruction: high school (not applicable to Fire Rescue or Police sworn positions), vocational, Associates degree/courses, undergraduate degree/courses and graduate degree/courses

Procedure for Evaluation of Tuition Reimbursement Requests

Employee requests for approval must be made in writing, on the "Employee Request for Approval of Tuition Reimbursement for Course or Degree Program" form. Request to pursue a degree program must be made no later than September 30th prior to the next fiscal year (May 1st). Request

to pursue an individual class, not related to a degree program, must be made at least 30 days prior to the class. All training and educational activities shall be prioritized according to department needs and available and budgeted funds. The department director shall consult with the Director of Human Resources on the employee request. Prior to beginning coursework, the employee shall complete the "Voluntary Course Attendance Agreement."

The following guidelines will be examined in relation to each request for tuition reimbursement, and guide whether the employee request will be approved:

1. The immediate benefit that the course would provide to the employee, and the immediate effect that it would have on the employee's job performance. Individual non-degree courses will be approved on a case-by-case basis as to their relevance to the enhancement of the employee's current position. Degree programs must be required or directly related to the employee's current position.
2. The recommendation of the employee's department director in regard to the request for tuition reimbursement and the employees overall educational pursuits.
3. Whether or not the course for which tuition reimbursement is being requested is to be taken as part of a program leading to a college degree that is related to the employee's position and responsibilities.
4. The cost of the tuition for the course
5. The availability of budgeted funds.
6. Employee's individual work record.

Tuition Reimbursement Criteria

The following criteria shall guide the approval of reimbursement for academic instruction:

- The maximum reimbursement schedule for reimbursement shall be three thousand three hundred dollars ($3,300) per fiscal year, or less depending on budgeted available funds.
- Employees pursuing academic instruction will be eligible for reimbursement of tuition, not including books and fees.

- Only courses taken at an accredited state or private college/university will be eligible for reimbursement. Courses towards certification through continued education units (C.E.U.'s), i.e. non-credit courses, are not eligible for reimbursement. Expenses toward successfully completing a College Level Examination Program (CLEP) are eligible for reimbursement, but shall count toward the maximum reimbursement.
- Reimbursement shall be disbursed based on the following grade criteria:

Grade	Reimbursement
A	100%
B	75%
C	50%
D or less	0%

*For pass/fail classes, the City shall pay 100% for "Pass" and 0% for "Fail". If employee chooses a pass/fail option when the course may be taken for a grade, the City shall pay 50% for "Pass" and 0% for "Fail".

- The acceptance of reimbursement by the employee acknowledges that the employee has not received payment from any other financial assistance program, not including student loans. If other financial assistance is available to the employee, the City will reimburse only the remaining eligible expense. Reimbursement above a specific annual amount established by the IRS will be included in your taxable income.
- Prior to receiving tuition reimbursement, the employee shall make a good faith effort to receive scholarship funds to offset tuition.
- Tuition reimbursement does not include mileage, fees, lodging, books and special materials such as computer related items or incidental expenses.
- Seminars, workshops and other short-term training directly related to current department needs are not covered under this tuition reimbursement directive.

Tuition Reimbursement Procedure

1. Submit to the Department Director, following the class:
    - A completed "Statement of Educational Expenses."

- Receipts for all expenses for which reimbursement is requested; and,
- Verification of the grade received in the course.

2. Submit to the Department Director, the executed "Agreement for Repayment of Educational Expenses," and agree to continue employment with the City for at least two (2) years following completion of the last course(s) or degree requirement, or repay per the following:

Time employed from and after last Course or Degree requirement	*Amount to be refunded to City by the employee*
Less than 12 months:	100%*
12 months to 18 months:	50%*
18 months to 24 months:	25%*

*Employees in a degree program shall refund to the City the tuition percentage of the entire degree program from the date of program initiation to the last day of employment, not just the last class taken.

3. The Department Director shall submit this information to the Director of Human Resources for review and the City Manager for final approval.

ARTICLE XIV
REIMBURSEMENT OF TRAINING EXPENSES

Section 14.1. If an employee leaves the employment of the City during his first four (4) years of employment, except for reason of death or disability or if the employment is terminated by the City, the City may require such employee to reimburse the City for all costs and expenses of training received by the employee during his employment with the City, including the costs associated with attendance at basic fire fighter or paramedic training programs in accord with the following formula:

If leave within first year of employment	100% reimbursement
If leave within second year of employment	85% reimbursement

If leave within third year of employment	65% reimbursement
If leave within fourth year of employment	50% reimbursement

Employees hired by the City after the effective date of this Agreement will be advised of the requirements of this Article XIV, Reimbursement of Training Expenses, before they receive training which may be subject to such reimbursement.

ARTICLE XV
WAGES

Section 15.1. Wage Scale. Employees covered by this Agreement shall be paid pursuant to the wage schedules as follows:

Wage increase effective May 1, 2022 3.5% Across the Board (ATB)

Wage increase effective May 1, 2023 3.25% ATB

Wage increase effective May 1, 2024 3% ATB

Wage increase effective May 1, 2025 3% ATB

A detailed wage schedule is attached as Appendicies A through D. Any wage payments for hours worked prior to the signing of this Agreement will be governed by Section 15.3.

Section 15.2. Step Placement. The attached wage schedule shall apply, in terms of years of service, to employees employed on the date this Agreement is executed.

On May 1, 2011, and on each May 1 thereafter, employees shall be paid the new rate of pay for their step position, but will not change their step placement on May 1 (unless May 1 is their actual anniversary date of hire). After May 1, 2011, employees shall be eligible to move from one step to the next, on their anniversary date of hire (based upon the employee's last date of hire in a full-time bargaining unit position), provided the employee has received a satisfactory "meets expectations" or better evaluation by the City for work performed during the prior year. Step movement shall not be automatic; step increases shall, if awarded, be contained in the employee's paycheck closest to the employee's anniversary date. Step movement may only be withheld if notice of unsatisfactory performance evaluation is provided ten (10) days prior to the employee's anniversary date. Employee(s) may receive more than one step increase or a portion

thereof if determined appropriate by the City. Notice of any such action shall be given to the Union within ten (10) days.

The City's evaluation and compensation decisions applicable to employees in all Steps are subject to the grievance procedure.

The City retains the sole discretion to determine that a newly-hired employee may be compensated at a rate higher than the beginning pay rate.

Section 15.3. Retroactivity. The City agrees to apply the wage schedule to active status employees covered by this Agreement on a retroactive basis, with such wage adjustments made retroactive to May 1, 2022 on all hours compensated by the City. *Active status employee is defined as an individual who is being actively paid by the City and/or on approved FMLA. An employee deemed by the City to have retired in good standing on or after May 1, 2022 shall also be entitled to retroactivity under this Section.

Section 15. 4. Educational and Experience Incentive. Those bargaining unit employees who have served the Crystal Lake Fire Rescue Department for 20 or more years and hold all of the following certifications: Firefighter/Paramedics= Firefighter III/Advanced Technician Firefighter, Fire Officer I/Company Fire Officer, and Incident Safety Officer; and Lieutenants= Fire Officer II/Advanced Fire Officer, and Incident Safety Officer, shall be granted a $1500 payment in the 4th quarter of the calendar year. This payment will be granted in a lump sum fashion to the employee and the employee must be active at work in that 4th quarter to receive payment.

ARTICLE XVI

EMPLOYEE WELLNESS AND FITNESS

Section 16.1. Fitness Examinations. If there is any reasonable question for any reason concerning an employee's fitness for duty, or fitness to return to duty, the City may require that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected and paid for by the City. The physician will only determine fitness for duty. As budgeted and approved by City Council, the City provides annual examinations for the CBA employees.

In the event there is a dispute between the City's physician's opinion and the employee's physician as to the employee's fitness for duty, the parties' dispute shall be resolved by referring the employee to a third physician whose opinion shall be final. The third physician shall be

board certified in the specialty area related to the condition in dispute and shall be agreed upon by the City and the Union.

Section 16.2. Inoculations. The Employer shall provide, at the Employer's expense, all inoculations which are required to be provided to employees covered by this Agreement by state or federal law.

ARTICLE XVII

EMPLOYEE ALCOHOL AND DRUG TESTING

Section 17.1. Statement Of Policy. It is the policy of the City of Crystal Lake that the public has the absolute right to expect persons employed by the City in its Fire Rescue Department will be free from the effects of drugs and alcohol. The City, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such manner as not to violate any established constitutional rights of the employees of the Fire Rescue Department.

Section 17.2. Prohibitions. Employees shall be prohibited from:

(a) Consuming or possessing alcohol at any time during or just prior to the beginning of the work day or anywhere on any City premises or job sites, including City buildings, properties, vehicles and the employee's personal vehicle while engaged in City business.

(b) Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place.

(c) Failing to report to the employee's supervisor any known adverse side effects of medication or prescription drugs which the employee may be taking.

Section 17.3. Drug And Alcohol Testing Permitted. Where the City has reasonable suspicion to believe that: (a) an employee is being affected by the use of alcohol; or (b) has abused prescribed drugs; or (c) has used illegal drugs; the City shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The foregoing shall not limit the right of the City to conduct any tests it may deem appropriate for persons seeking employment in the Fire Rescue Department prior to their date of hire, or upon promotion or reassignment to another position within the Department. In addition, any employee, involved in an accident and/or injury that results in property damage in excess of $500 or requires offsite

medical attention, shall undergo drug and alcohol testing as part of the reporting and treatment processes.

Section 17.4. Order To Submit To Testing. Within forty-eight (48) hours of the time the employee is ordered to testing authorized by this Agreement, the City shall provide the employee with a written notice setting forth the facts and inferences which form the basis of the order to test. Refusal to submit to such test may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess.

Section 17.5. Test To Be Conducted. In conducting the testing authorized by this Agreement, the City shall:

(a) Use only a clinical laboratory or hospital facility which is NIDA certified to perform drug and/or alcohol testing, or use a licensed Breathalyzer operator who is not a member of the bargaining unit.

(b) Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.

(c) If a blood or urine test, collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the employee.

(d) Collect samples in such a manner as to preserve the individual employee's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable suspicion that the employee may attempt to compromise the accuracy of the testing procedure.

(e) Confirm any blood or urine sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.

(f) Provide the employee tested with an opportunity to have the additional blood or urine sample tested by a clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense; provided the employee notifies the City within seventy-two (72) hours of receiving the results of the test.

(g) Require that the laboratory or hospital facility's medical review officer (MRO) report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or form adverse to the employee's interests. The MRO may conduct any follow-up investigation as the MRO deems appropriate before reporting test results to the City.

(h) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of more than .000 based upon the grams of alcohol per 100 millimeters of blood be considered positive.

(i) Provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results.

(j) Insure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief of duty during the pendency of any testing procedure.

Section 17.7. Right to Contest. If disciplinary action is not taken against an employee based in whole or in part upon the results of a drug or alcohol test, the Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the right to test, the administration of the tests, the significance and accuracy of the test, or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. Further, if disciplinary action is taken against an employee based in part upon the results of a test, then the Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any portion of the test and/or the discipline imposed. Any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the employee.

Section 17.8. Voluntary Request for Assistance. The City shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem not involving or related to criminal activity, other than the City may require reassignment of the employee with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:

1. The employee was not under investigation for illegal drug use or abuse of alcohol, or in such a circumstance that such investigation was imminent.

2. The employee agreeing to appropriate treatment as determined by the physician(s) involved.

3. The employee discontinues his/her use of illegal drugs or abuse of alcohol.

4. The employee completes the course of treatment prescribed, including an "aftercare" group for a period of up to twelve (12) months.

5. The employee agrees to submit to suspicion-less testing during hours of work during the period of "aftercare".

Employees who do not agree to or act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of a Fire Rescue Department employee or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity, at his/her option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

ARTICLE XVIII
GRIEVANCE PROCEDURE

Section 18.1. Definition. A "grievance" is defined as a complaint arising under the Agreement raised by an employee and/or the Union against the City alleging that there has been as to the grievant, or a group of employees, a violation, misinterpretation or misapplication of an express provision of this Agreement.

Section 18.2. Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, a grievance will be processed in the following manner:

Step 1: Any employee who has a grievance, or the Union if a Union grievance, shall submit said grievance to the Chief's designee on a form mutually agreed to by the

parties. The grievance shall contain a summary of the relevant facts, the Article(s) and Section(s) of this Agreement which are alleged to have been violated, and the relief requested.

All grievances must be presented in writing no later than seven (7) business days from the date of this occurrence, or within seven (7) business days after the employee or the Union if a Union grievance, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance. The Chief's designee shall render the Employer's written response to the grievant within ten (10) business days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1, and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted by the employee, or the Union if a Union grievance, in writing to the Fire Chief within seven (7) business days after receipt of the City's answer under Step 1. The Fire Chief or his designee shall investigate the grievance and within fifteen (15) business days of such investigation, offer to discuss same with the grievant and a representative of the Union if requested by the grievant, or a representative of the Union if a Union grievance, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Fire Chief or his designee shall provide the Employer's written answer to the grievant within ten (10) business days of the above-described discussion.

Step 3: If the grievance is not settled at Step 2 and the employee, or the Union if a Union grievance, wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the City Manager within seven (7) business days after receipt of the City's answer to Step 2. The Manager or his designee shall investigate the grievance and, within fifteen (15) business days, offer to discuss the grievance with the grievant and a representative of the Union if requested by the grievant, or a representative of the Union if a Union grievance, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the

Manager or his designee shall provide a written answer to the grievant within ten (10) business days of the meeting.

Section 18.3. Arbitration. If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within ten (10) business days of receipt of the City's written answer as provided at Step 3.

- The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) business days after notices has been given. If the parties fail to agree to the selection of an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of seven (7) names of persons from their grievance arbitration panel, who are members of the National Academy of Arbitrators and are residents of Illinois, Indiana or Wisconsin. Both the Employer and the Union shall have the right to strike three (3) names from the list. The parties by a toss of a coin shall determine which party shall first strike one (1) name; the other party shall then strike one (1) name. The process will be repeated and the remaining named person shall be the arbitrator. FMCS shall be notified by the parties of the name of the selected arbitrator, who shall be notified by the FMCS of his/her selection and request the scheduling of a mutually agreeable date for the commencement of the arbitration hearing(s).

- The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of the Union and the City witnesses and representatives. The parties may, by mutual request, provide for an expedited arbitration.

- The City and Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Union retain the right to employ legal counsel.

- The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of the briefs by the parties, whichever is later.

- More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally by the City and the Union; provided, however, that each party shall be responsible for compensating its own witnesses.

Section 18.4. Limitations on Authority of the Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the questions of fact as to whether there has been a violation, misinterpretation or misapplication of the provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 3 if an employee grievance or Step 2 if a Union grievance and shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, force and effect of law. Any decision or award of the arbitrator rendered within the prescribed limitations of this Agreement shall be final and binding upon the City, the Union and the employee(s) covered by this Agreement.

Section 18.5. Self-Representation. Nothing in this Agreement prevents an employee from presenting a grievance without the intervention of the Union, provided that any settlement made shall not be inconsistent with the terms of this Agreement.

Section 18.6. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) business days after the occurrence of the event giving rise to the grievance or within seven (7) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. A "business day" is defined as a calendar day exclusive of Saturdays, Sundays or holidays recognized by the City. The Union and the City have the right to delay the grievance time limit if both parties agree to discuss the issue at hand in a labor management meeting. If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If

the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

Section 18.7. Time Off. The grievant and one Union representative, or a Union representative if a Union grievance, shall be given paid time off to participate in the Step 2 and 3 grievance meeting(s) if the meeting(s) is (are) conducted on working time. If Department management seeks a meeting at Step 1 to discuss or clarify, but not investigate, the grievance, then a Union representative upon request shall be given paid time off to participate in this meeting. No other time spent on grievance matters shall be considered time worked for compensation purposes.

Section 18.8. Pertinent Information. The grievant, Union Steward, non-bargaining unit member representative and/or the Employer or its agents or representatives may request for review the production of specific documents, books or papers reasonably available and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied.

Section 18.9. Miscellaneous. No member of the bargaining unit shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the City unless and until the City has agreed thereto in writing. No member of the bargaining unit shall have authority to discipline employees without review by higher command, except for oral reprimands.

ARTICLE XIX
NON-DISCRIMINATION

Section 19.1. Non-Discrimination. In accordance with applicable law, both the City and the Union agree not to discriminate against any employee covered by this Agreement in a manner which would violate federal or state laws on the basis of race, sex, creed, religion, color, marital status, age, sexual orientation, national origin, political affiliation and/or beliefs, mental

and/or physical disabilities and Union activities. An alleged violation of this Section may be pursued through Step 3 of the grievance procedure and no further.

Section 19.2. Union Activity. The City and Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by law or by this Agreement, or on account of membership or non-membership in the Union.

Section 19.3. Americans With Disabilities Act. The parties agree that the City may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Act in order to be in compliance with the Americans with Disabilities Act, so long as it does not diminish or alter any current statutory benefit.

ARTICLE XX
DISCIPLINE

Section 20.1. Policy of Progressive Discipline. It is the intention of the Fire Rescue Department to develop and coach our employees to be successful, effective professionals. The Fire Rescue Department, through the office of the Fire Rescue Chief, may take, among others, any of the following disciplinary actions against a bargaining unit member who has violated the rules and regulations of the department so long as such discipline is imposed for just cause:

a. oral reprimand;

b. written reprimand;

c. suspension without pay for a period not to exceed thirty (30) days;

d. discharge

The parties agree that any suspension without pay or discharge may be grieved beginning at Step 3 of the grievance procedure contained in this Agreement.

Section 20.2. Disciplinary Investigations. When the Employer questions or interviews an employee concerning a matter that could potentially lead to disciplinary action of that employee, the Employer shall:

- Upon request of the employee allow a Union officer or steward, if available, to be present during the interview in accordance with requirements of the decisions of the ILRB and the courts (Weingarten and Morgan).

- In addition, in the case of questioning related to an investigation of misconduct which could potentially be the basis of disciplinary action in excess of seventy-two (72) hours, any questioning shall be conducted in accordance with the standards of the Firemen's Disciplinary Act, 85 ILCS & 2501, et seq.

The foregoing procedure may be enforced through the grievance procedure but the availability of a remedy for a violation of these procedures through the grievance/arbitration procedure shall be expressly in lieu of the right to seek redress through the courts or the ILRB. Prior to taking any final disciplinary action of the degree of a suspension or greater, the Employer shall notify the employee of the contemplated measure of discipline to be imposed, and shall meet with the employee involved and inform him of the general reason(s) for such contemplated disciplinary action and give the employee an opportunity to relate his side of events. The employee shall be entitled to union representation at such meeting upon request.

Section 20.3. Jurisdiction of Board of Fire and Police Commissioners. The parties agree that the City of Crystal Lake Board of Fire and Police Commissioners shall have no jurisdiction over any disciplinary matters involving employees covered by this Agreement, and by entering into this Agreement through their bargaining representatives, all employees voluntarily waive any rights they may have possessed to appeal or contest the imposition of discipline before such Board of Fire and Police Commissioners.

Section 20.4. Written Reprimand. In cases of written reprimand or corrective interview report, notation of such reprimand or report shall become a part of the employee's personnel file and a copy given to the employee.

Section 20.5. Personnel File Records Act. The City agrees to abide by the lawful requirements of the "Access to Personnel Records Act," chapter 48, Article 2001, et seq. of the Illinois Revised Statutes. Any alleged violation of this Section shall only be subject to review under the first three steps of the grievance procedure and no further.

ARTICLE XXI

MISCELLANEOUS

Section 21.1: Rules and Regulations. Employees shall be required to comply with all properly noticed reasonable rules and regulations, policies and procedures of the Fire Rescue Department assuming such are not inconsistent or in conflict with the terms of this Agreement.

New or revised rules, regulations, policies and procedures may be established from time to time. Except in an emergency, the Union will be given notice of proposed changes and a reasonable opportunity to discuss such changes with management before they are finalized. Except for emergencies all such changes will be delivered via e-mail to the union Executive Board to distribute no less than seven (7) days before they become effective and enforceable. Rules, regulations, policies and procedures shall be fairly and equitably administered and enforced, and shall be subject to the grievance procedure as provided herein.

Section 21.2: Departmental Duties. Absent exigent or emergency circumstances; the normal duties of employees shall be related to fire suppression, prevention, extinguishment and extrication, the delivery of emergency medical services, training, house duties and maintenance incidental to the operation of the Department, or upkeep of facilities, involvement in public education or other interrelationships with City residents and citizens, duties which have previously been performed by Departmental employees (except for large painting, plumbing, electrical and/or carpentry projects unless otherwise reasonably, $4,000 or less, assigned by the Chief), and such other reasonable and bona fide duties as may be assigned from time to time by the management of the Department. The above shall be scheduled at reasonable times.

Section 21.3: No Strike/No Lockout. Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, secondary boycott, slowdown, speedup, sit down, stoppage of work, refusal to perform overtime, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, organized interference or picketing which in any way results in the interruption or disruption of the operations of the City, regardless of the reason for so doing. Each employee who holds the position of Union officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article,

the Union agrees to inform its members of their obligations under this Agreement and to urge them to return to work.

The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Nothing contained herein shall preclude the City or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

Any employee who violates the provisions of the first paragraph of this Section 21.3 shall be subject to disciplinary action and statutory penalties.

Section 21.4: Subpoena. Employees required to appear before a court, judge, justice or coroner as a defendant or witness on behalf of the City on any matter arising out of and in the course of the bargaining unit member's performance of his duties with the Fire Rescue Department shall be released from duty without loss of pay for such appearances which occur on scheduled working days. If the appearance occurs on an off-duty day, the employee will be compensated at the applicable overtime rate of pay. The City shall provide legal representation for the affected employees.

Section 21.5: Unsafe Conditions. Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition or piece of equipment which is not inherent in their customary duties, shall inform their supervisors and the Union in writing as soon as possible.

Section 21.6: Compliance With Laws. In order to maintain safe working conditions, the employer shall comply with all laws and rules and regulations having the force and effect of law which are legally applicable to its operations concerning the safety of employees covered by this Agreement. The City and the Union acknowledge that effective June 1, 2008 SB 834 (65 ILCS 10.2.1-4) applies to the City and provides inter alia that, "a person who has not qualified for regular appointment....shall not be used as a temporary or permanent substitute for classified members of a municipality's fire department.... unless mutually agreed to by the employee's certified bargaining agent." In accordance with such authority, the parties mutually agree that no POP or POC person shall be allowed to substitute for a classified member of the bargaining unit when a bargaining unit employee is on authorized leave or Kelly Day except as follows:

The foregoing variances from SB 834 shall be subject to the following additional conditions:

a. POP or POC personnel who are classified full time employees of other Fire Departments shall not be employed as substitutes by the Crystal Lake Fire Department. The City of Crystal Lake will not hire and assign as Paid on Premise Crystal Lake Firefighter/Paramedics who are full time firefighter/paramedics elsewhere.

b. It is the parties' intent that this agreement shall not interfere with the City's ability to obtain SAFER grants. Accordingly an employee hired pursuant to SAFER grant funds shall be exempt from this restriction.

c. Members of the Crystal Lake IAFF 3926 bargaining unit can continue to work as POP or POC in jurisdictions in which they reside and which serve a population of less than 5,000 persons, provided no such employee shall otherwise perform the work of a Firefighter or Firefighter/Paramedic in any rank for any other jurisdiction. Effective May 1, 2022, any new employee shall not engage in any secondary employment as a Firefighter or Firefighter/Paramedic or Paramedic in any rank for any other jurisdiction or any private entity.

Section 21.7: Committees and Special Duties. The assignment to committees and special duties shall be made in collaboration with the existing members of committees and the establishment of new committees will be appointed by the Chief. When forming committees, the Chief will take into account the special experience, skills and abilities of employees as applicable to the particular assignments, as well as current number of assignments per employee.

Any opening to committees or special duties shall be e-mailed to each employee and posted on the bulletin board normally two (2) weeks prior to appointment. Any employee interested in the committee or special duty shall give the Chief a written statement of their interest in the committee or special duty. The Chief shall post a notice of the employee(s) selected for the applicable committees or special duties.

Section 21.8: Direct Deposit. The City shall continue the option of direct deposit of the employee's check to two (2) accounts of the employee's choice, so long as it is offered to any City employee.

Section 21.9: Standardized Paychecks. Employees covered by this Agreement shall receive standardized paychecks. Standardized paychecks shall include the employee's base pay (the employee's annual salary divided by the number of pay periods in the year) and overtime pay, if applicable. Benefit accruals shall be listed for the employee. Any appropriate deductions from the standardized paycheck (such as deductions for suspensions without pay, tardiness, leaves without pay and the like) shall then be made. An employee's pay shall not be affected by daylight savings time.

Section 21.10 Monitoring. Monitoring of vehicle and radio location shall be permitted to allow for more efficient emergency responses.

ARTICLE XXII
PROMOTIONS

Section 22.1. General. Promotions to the ranks of Lieutenant and Battalion/Bureau Chief shall be conducted in accordance with the provisions of the Fire Department Promotional Act, effective August 4, 2003, HB 988, 50 ILCS 742 (hereinafter the "Act"). Except where expressly modified by the terms of this Article, the procedures for promotions shall be made in accordance with the provisions of the Act. Any modification expressly agreed to shall be effective for the term of this Agreement.

Section 22.2. Vacancies. This Article applies to promotions to vacancies in the ranks of Lieutenant and Battalion/Bureau Chief. A vacancy in such position shall be deemed to occur on the date upon which the position is vacated, and a vacancy shall occur in all ranks inferior to that rank provided that the position or positions continue to be funded and authorized by the City Council. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to three (3) years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Any candidate may refuse a promotion once without losing his or her position on the final adjusted promotion list. Any candidate who refuses promotion a second time shall be removed from the final adjusted promotion list, provided that such action shall not prejudice a person's opportunities to participate in future promotion examinations.

Section 22.3. Eligibility. To be eligible for promotion to the rank of Battalion/Bureau Chief, Lieutenants must have completed one (1) year in the rank as a full-time Lieutenant with the City of Crystal Lake by the commencement of the promotional process and be an active status Lieutenant. To be eligible for promotion to the rank of Lieutenant, employees must have completed five (5) years in the rank as a full-time Firefighter/Paramedic with the City of Crystal Lake by the commencement of the promotional process and be an active status Firefighter/Paramedic.

Section 22.4. Rating Factors and Weights. All examinations shall be impartial and shall relate to those matters that will test the candidate's ability to discharge the duties of the rank. The placement of employees on promotional lists shall be based on a possible one hundred (100) points achieved by the employee on promotional examinations consisting of the following seven (7) components weighted as specified:

1.	Seniority	10 pts.
2.	Ascertained Merit	15 pts.
3.	Chief's Points	10 pts.
4.	Peer Review	5 pts.
5.	Oral Interview	5 pts.
6.	Tactical Simulation and/or Assessment Center	15 pts.
7.	Written Examination	40 pts.

Section 22.5. Scoring of the Components. The score for each element of the promotional process shall be posted for public viewing.

Each component of the process shall be posted individually prior to the accumulated component totals being posted. The components of the test will be scored and posted in order below with each component score posted prior to the next component.

Section 22.6 Test Components.

1. **Seniority Points.** Candidates for promotion shall be awarded .50 points for each year of service up to a maximum of ten (10) points for twenty (20) years of service to the Crystal Lake Fire Rescue Department.

2. **Ascertained Merit.** Candidates shall receive a maximum of fifteen (15) points for degrees or certifications as follows:

OSFM Fire Officer I or Company Fire Officer Certification for Lieutenant - 5 points

OSFM Fire Officer II or Advanced Fire Officer Certification for Battalion/Bureau Chief- 5 points

- (Special note: Completion of the respective certification would be required within one year of promotion).
- "Provisional" Certification may become invalid during this contract. If the OSFM has eliminated the "Provisional" certification before the next announcement of a promotional exam, the "Provisional" certification will be considered invalid.

Degree: Associates- Fire Service Related- 4 points, not Fire Service Related –2 points
Degree: Bachelors- Fire Service Related- 8 points, not Fire Service Related –4 points
OSFM Operations Certifications: Rope or Trench or Collapse or Confined Space or Water –1 point (each)

OSFM Command Certifications: Hazardous Materials (prior to 12/1/23: Either Hazardous Materials or Incident Safety Officer, not both); Fire Department Incident Safety Officer (on or after 12/1/23) – 1 point

Fireground Company Officer or Fireground Command Officer – 1 point (each),

Command and General Staff- 2 points

3. **Chief's Points.** Candidates shall be evaluated by the Chief and Deputy Chief. The Chief and Deputy Chief shall collectively assess each candidate pursuant to a rating form published prior to the commencement of the promotional process. The rating shall be

based on a ten (10) point scale and shall reflect a consensus of the Chief and Deputy Chief. The Chief and Deputy Chief shall always conduct, complete and post for viewing their scores prior to the administration of the written test and tactical simulation and/or assessment center. In compiling their rating, the Chief and Deputy Chief may consider, but consideration is not limited to: performance evaluations, training records, disciplinary records, special recognitions, recent achievements and/or accomplishments.

4. **Peer Review.** This component shall be awarded through a mutually agreed upon review system between the City and the Union.

5. **Oral Interview.** This component shall be conducted by the Board of Fire and Police Commissioners or they may designate a bona fide testing agency to conduct and score this component. The Board of Fire and Police Commissioners shall post these scores at the completion of this component.

6. **Tactical Simulation and/or Assessment Center.**

Tactical Simulation: This tactical simulation will be administered by a bona fide testing agency selected by the Board of Fire and Police Commissioners. This simulation will assess fire suppression skills and rescue tactics.

Assessment Center: The Board of Fire and Police Commissioners may utilize an assessment center. If an assessment center is utilized, candidates shall be tested as to administrative and supervisory skills as well as fire operations and rescue tactics. The assessment may include, but may not be limited to, the following categories:

Leadership Skills and Ability

Management Control

Problem Analysis/Solving

Handling Priorities and Sensitive Situations

Managing Conflict

Judgment and Decision Making

Team Relations

Customer Service Skills

Written Communication

Oral Communication

Interpersonal Communications

The City's Director of Human Resources will grade the written exercise portion of the assessment center. A minimum score of 70% on the tactical /assessment phase is required to advance to the written test. Candidates who fail to obtain a minimum 70% score on this portion will be eliminated from the promotional process. (Note: The scoring of the Assessment Center is not curved and reflects the actual score achieved.) In the event that no candidate obtains a 70% or greater, the pass/fail line will be established by the mean score of all candidates with those at or above the mean eligible to advance to the written exam.

Assessment Center Assessors shall be selected in accordance with the Fire Department Promotions Act, as amended, unless otherwise selected from a list jointly developed by the Chief and the Union a minimum of forty-five (45) days prior to the commencement of the testing process.

7. **Written Examinations.** All scores from the previous components must be posted seven (7) days prior to the administration of the written exam. The written exam shall consist of questions deemed to be job-related to the City of Crystal Lake Fire Rescue Department. The test may be obtained and administered from a bona fide testing agency. Candidates shall be given access to study materials for a period of at least ninety (90) days prior to the date of the examination. One (1) set of study materials will be available in each City of Crystal Lake Fire Station. These materials shall not be removed from the fire stations. The tests shall be sealed when delivered and shall remain sealed until opened in front of the candidates on the day of the exam. The exam scores are to be posted within ten (10) working days or in the case of an outside testing agency, as soon as they are available. The Board of Fire and Police Commissioners may score the test themselves or have them scored by a bona fide testing agency. A minimum score of 70% is required to pass the written test and be eligible for placement on the promotional list.

(Note: The scoring of the Written Exam is not curved and reflects the actual score achieved).

Section 22.7. Military Preference Points. A candidate may file for preference points with the Board of Fire and Police Commissioners after the initial list is posted. Military preference points may be applied at the rate of seven tenths of one percent (0.7%) for six months of active military service or fraction thereof, to a maximum of thirty (30) months. The candidate must submit a request in writing to the Board of Fire and Police Commissioners requesting military points and this request must include proof that they are entitled to those points. A candidate must have received an honorable discharge from his/her military service to apply to for military preference credit. After the candidates have had ten (10) days to file for military preference points, the Board of Fire and Police Commissioners will compose and post a final eligibility list in order of finish which shall be valid for three (3) years.

Section 22.8. Right to Review. Any affected employee who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on the promotion list, or veteran's preference shall be entitled to a review of the matter by the Board of Fire and Police Commissioners. A grievance may be filed under the grievance/arbitration procedure of this Agreement subject to the following conditions:

1. The grievance shall be limited to disputes relating to a claim that the City failed to follow the requirements of this Article in administering the test;

2. The grievance shall not involve any claims relating to disputes over the level of the ratings or points awarded by an evaluator as to any component of the test, other than the accuracy of the computations of the points awarded.

Section 22.9. Order of Selection. All eligible candidates shall be placed on an eligibility roster in the rank order of their total score, including military preference points. Whenever a promotional rank is created or becomes vacant, the Board of Fire and Police Commissioners shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the Board of Fire and Police Commissioners shall have the right to pass over that person and appoint the next highest ranked person on the list if the Board of Fire and

Police Commissioners has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest ranking person is passed over, the Board of Fire and Police Commissioners shall document its reasons for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remediable, no person who is the highest ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with the grievance procedure of this Agreement or as otherwise provided by law.

Section 22.10. Maintenance of Promotional List. Final eligibility list shall be effective for a period of three (3) years. The City shall take all necessary steps to ensure that the Board of Fire and Police Commissioners maintain in effect current eligibility lists so that promotional vacancies are filled no later than thirty (30) days after the occurrence of the vacancy.

ARTICLE XXIII
UNION SOLICITATION

The City acknowledges and recognizes the rights of its employees and the Union to exercise their First Amendment rights to free speech. The Union acknowledges and recognizes the City's proprietary rights to its name and property. Accordingly, except as expressly authorized by the City, the Union agrees that (1) none of its officers, agents or bargaining unit members will solicit any person or entity for contributions or donations on behalf of the City, including the City's Fire Rescue Department; (2) the City's name, shield or insignia, communication system, supplies and materials will not be used for solicitation purposes; and (3) solicitation by bargaining unit employees may not be done in uniform or on work time or in work areas. Neither the Union nor its agents or representatives may use the words "City of Crystal Lake" or "City of Crystal Lake Fire Department" or "City of Crystal Lake Fire Rescue Department" in its name. Bargaining unit employees shall have the right to explain to the public, if necessary, that they are members of the Crystal Lake Professional Fire Firefighters Association. The parties agree that the foregoing restrictions shall be enforceable as to the Union

to the extent that such restrictions are expressly enforced as to other organizations with whom the City has contracted.

ARTICLE XXIV
SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the board, court or agency decision; and upon issuance of such a decision, the City and the Union agree to notify one another and to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXV
ENTIRE AGREEMENT

A. This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for its term as to any condition of employment covered by the provisions of this Agreement, and both parties waive their right to bargain for the term of this Agreement as to such conditions of employment. As to such conditions of employment, this Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in this Agreement.

B. As to any conditions of employment which constitute a mandatory subject of bargaining or a permissive subject of bargaining over which the Union has effects bargaining rights under the Illinois Public Labor Relations Act (IPLRA) and which are not covered by a provision of this Agreement, the Union shall retain its right to bargain during the term of this Agreement as provided by the IPLRA in the event the City wishes to make any change in such conditions of employment. If the City desires to make such a change during the term of this Agreement, it shall first provide the Union with written notice of the proposed change and specify whether it believes such change to involve a mandatory or permissive subject of bargaining. The Union's bargaining rights shall be implemented according to the following procedure as to proposed changes that involve a mandatory subject of bargaining:

1. If the Union wishes to exercise its bargaining rights as to the decision and/or effects of the proposed change, it must notify the Employer in writing within seven (7) days of its receipt of the City's notice. Bargaining as to both the decision and its effects shall commence within seven (7) days of the Union's notice to the City or at such other times as may be mutually agreed by the parties. Such bargaining shall continue for a period of thirty (30) calendar days from the date of the Union's notice to the City or longer if mutually agreed or for a shorter period if an agreement or an impasse is reached in a lesser period of time.

2. If the parties reach impasse regarding a proposed change, either party may invoke interest arbitration to resolve the dispute. In such event, the hearing shall be conducted in accordance with the procedures of Section 14 of the IPLRA except that the Mediator and the tripartite panel shall be waived and the impartial arbitrator shall be selected in accordance with the procedures of Article XVIII, Section 18.3 of this Agreement.

C. As to any action not covered by a provision of this Agreement which is not a mandatory subject of bargaining, but over which the City is obligated to bargain as to the effects of its decision under the IPLRA, the Union shall retain its right to effects bargaining and such effects bargaining rights shall be implemented according to the procedure stated above except that:

1.The City's duty to bargain shall extend only to the effects of its decision.

2.The City's decision may be implemented immediately and only the effects of this implemented decision may be subject to further bargaining and/or to a decision by any interest arbitration panel that may be convened in connection with the negotiations of a successor Agreement. If such interest arbitration panel deems it appropriate it may prospectively alter or remedy the effects of the implemented decision (i.e., from and after the effective date of this Agreement or the start of any subsequent fiscal year, as applicable, upon the negotiation of any successor Agreement).

3.If the City inadvertently fails to notify the Union of a change that gives rise to effects bargaining rights, the Union's obligation to request bargaining under the time frames established in paragraph B1 of this Article does not begin until the Union is notified of

the change or until the Union, through the use of reasonable diligence, could have obtained knowledge of the change.

D. In the event of a dispute between the City and Union as to whether an item is a mandatory or permissive subject of bargaining, the parties shall submit that disputed issue for determination by a Declaratory Ruling pursuant to the rules of the Illinois Labor Relations Board (Section 1200.140). The parties agree to be preliminary bound by the Declaratory Ruling for purposes of determining mid-term bargaining obligations as set forth in this Article, but such ruling shall not be binding on the parties or on an interest arbitration panel in connection with the negotiations or arbitration of a Successor Agreement.

ARTICLE XXVI
TERMINATION

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in full force and effect until April 30, 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date and not earlier than ninety (90) days that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. In the event that agreement on the terms of the successor agreement is not reached prior to the expiration date of this Agreement, the parties' respective rights shall be as set forth in the Illinois Public Labor Relations Act.

Executed this _____day of _____, 2023.

CRYSTAL LAKE PROFESSIONAL
FIREFIGHTERS ASSOCIATION Local 3926:

_____

_____

CITY OF CRYSTAL LAKE:

_____

APPENDIX A

FFPM WAGE SCHEDULE
May 1, 2022-April 30, 2023

Step	Annual Wages/Hourly Wages
Start	$74,532.35/$28.36
Step 1	$78,632.15/$29.92
Step 2	$82,547.99/$31.41
Step 3	$87,147.13/$33.16
Step 4	$91,903.96/$34.97
Step 5	$97,422.93/$37.07
Step 6	$103,230.98/$39.28
Step 7	$109,985.15/$41.85

LT. WAGE SCHEDULE
May 1, 2022-April 30, 2023

Step	Annual Wages/Hourly Wages
Step 1	$115,477.84/$43.94
Step 2	$117,790.55/$44.82
Step 3	$121,312.17/$46.16
Step 4	$126,147.84/$48.00

Note: Based on the City's payroll system (which has to round biweekly pay hours to within two decimal places) the above is based on annual hours of 2628.08

APPENDIX B

FFPM WAGE SCHEDULE
May 1, 2023-April 30, 2024

Step	Annual Wages/Hourly Wages
Start	$76,950.18/$29.28
Step 1	$81,181.39/$30.89
Step 2	$85,228.63/$32.43
Step 3	$89,985.46/$34.24
Step 4	$94,899.97/$36.11
Step 5	$100,576.62/$38.27
Step 6	$106,594.92/$40.56
Step 7	$113,559.34/$43.21

LT. WAGE SCHEDULE
May 1, 2023-April 30, 2024

Step	Annual Wages/Hourly Wages
Step 1	$119,235.99/$45.37
Step 2	$121,627.54/$46.28
Step 3	$125,254.29/$47.66
Step 4	$130,247.64/$49.56

Note: Based on the City's payroll system (which has to round biweekly pay hours to within two decimal places) the above is based on annual hours of 2628.08

APPENDIX C

FFPM WAGE SCHEDULE
May 1, 2024-April 30, 2025

Step	Annual Wages/Hourly Wages
Start	$79,262.89/$30.16
Step 1	$83,625.51/$31.82
Step 2	$87,777.87/$33.40
Step 3	$92,692.38/$35.27
Step 4	$97,738.30/$37.19
Step 5	$103,598.91/$39.42
Step 6	$109,801.18/$41.78
Step 7	$116,975.84/$44.51

LT. WAGE SCHEDULE
May 1, 2024-April 30, 2025

Step	Annual Wages/Hourly Wages
Step 1	$122,810.18/$46.73
Step 2	$125,280.57/$47.67
Step 3	$129,012.45/$49.09
Step 4	$134,163.48/$51.05

Note: Based on the City's payroll system (which has to round biweekly pay hours to within two decimal places) the above is based on annual hours of 2628.08

APPENDIX D

FFPM WAGE SCHEDULE
May 1, 2025-April 30, 2026

Step	Annual Wages/Hourly Wages
Start	$81,628.16/$31.06
Step 1	$86,122.18/$32.77
Step 2	$90,405.95/$34.40
Step 3	$95,478.15/$36.33
Step 4	$100,681.74/$38.31
Step 5	$106,700.05/$40.60
Step 6	$113,086.28/$43.03
Step 7	$120,497.47/$45.85

LT. WAGE SCHEDULE
May 1, 2025-April 30, 2026

Step	Annual Wages/Hourly Wages
Step 1	$126,489.49/$48.13
Step 2	$129,038.73/$49.10
Step 3	$132,875.72/$50.56
Step 4	$138,184.45/$52.58

Note: Based on the City's payroll system (which has to round biweekly pay hours to within two decimal places) the above is based on annual hours of 2628.08