CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING

City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
March 5, 2024
7:00 p.m.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes – February 20, 2024 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. **County Zoning Request - 6210 Kilkenny Drive**
   b. **Class 16 Temporary Liquor Request – St. Elizabeth Ann Seton Knights of Columbus Council #10678 - Irishfest, Saturday, March 9, 2024**
   c. **Walk to End Alzheimer's Special Event Request, Closure of Williams Street (between Woodstock Street and Crystal Lake Avenue) and Police Assistance Fee Waiver – October 6, 2024**
   d. **2024 Indian Uprising Special Event and Police Assistance Fee Waiver Request – August 9-11, 2024**
   e. **Raue Center for the Arts - Crystal Lake Night Owl Bike Ride Special Event Request, August 3-4 , 2024**
   f. **Board and Commission Appointments Public Arts Commission**
10. **City Code Amendment to Increase the Number of Class 13 Liquor Licenses – Applicant: Casey's Retail Company, d/b/a Casey's #3983, 4220 Northwest Highway**
11. **City Code Amendment to increase the Number of Class 28 Liquor Licenses and to increase the Number of Video Gaming Licenses - Applicant: Rookies 7 - Crystal Lake Inc., d/b/a Rookies All American Sports Pub & Grill, 72 North Williams Street**
12. **5656 Northwest Highway, M'Lady Nissan - Temporary Use Permit request for the temporary storage of vehicles at 161 S. Virginia Road**
13. **Authorization to Extend the Professional Auditing Service Agreement**

14. Approval of Intergovernmental Agreements associated with the Re-Establish Crystal Creek Project

15. Proposal Award - Construction Engineering Services for the Re-Establish Crystal Creek Improvement

16. Bid Award – Three Oaks Recreation Area Access Road and Path

17. Bid Award – Three Oaks Recreation Area Storage Building Fence Installation

18. Bid Award – 2024 Street Resurfacing Program

19. Bid Award - Downtown Public Place Project – Brink Street Market Plaza and Downtown Paver Bricks and Planters Project

20. Bid Award – Door and Gate Maintenance

21. Bid Award – HVAC Duct Cleaning

22. Bid Award – Bio-Solids Land Application & Landfill Disposal

23. Council Inquiries and Requests

24. 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.

25. Reconvene to Regular Session

26. 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: March 5, 2024

Item: County Zoning Request
6210 Kilkenny Drive

Recommendation: City Council's discretion.

a) Motion to object to the proposed Variation to allow for a setback of 23 feet instead of the required 30 feet, directing staff to proceed with an objection to the County Hearing Officer

b) No action

Staff Contact: Elizabeth Maxwell, City Planner
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 "R-1" Single-Family Residential District and consists of approximately 0.49 acres.
- The subject property is surrounded by County Zoning District "R-1" Single-Family Residential, and is surrounded by single-family residences.
- City's Comprehensive Land Use Plan Map designates this as Single-Family Residential. The County's 2030 Comprehensive Plan Future Land Use Map designates this property, and the surrounding properties as Residential.

Request:

- The petitioners are requesting a Variation to allow for an addition to be setback of 23 feet instead of the required 30 feet from the street lot line. The petitioner would like to construct an addition at the front of their residence to expand the existing one-car garage to a full-size standard two-car garage.
- The petitioners indicated their hardship is due to the location of their existing well and septic and extreme slope in the rear of the property. Additionally, the garage entry is perpendicular to the street and the turning radius makes it difficult to get a vehicle into the existing one-car garage.
- 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

6210 Kilkenny Drive, Crystal Lake, IL

Algonquin Township

Approximately 1 mile outside of City limits



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

Office Use Only

Petition #/Permit # 2024-009

APPLICATION FOR ZONING PETITION, ADMINISTRATIVE VARIATION OR SITE PLAN REVIEW

OWNER INFORMATION:	**ATTORNEY or AGENT CONTACT INFORMATION** (If Applicable):
Name Michael and Tina Hammer	Name
Address 6210 S. Kilkenny Drive	Address
City, St, Zip Crystal Lake, IL 60014	City, St, Zip
Daytime Phon [redacted]	Phone
Email [redacted]	Email

APPLICANT (If other than owner):	**TRUSTEE/BENEFICIARY/OFFICERS/DIRECTORS/CONTRACT PURCHASER** (please use separate page for additional information):
Name	Name
Address	Address
City, St, Zip	City, St, Zip
Daytime Phone	Phone
Email	Email

PARCEL INFORMATION:

Address 6210 S. Kilkenny Drive

City Crystal Lake Zip 60014

Parcel/Tax Number 19-02-202-005

Number of Acres .68

Applying For: (Check all that apply)		
	☐ Reclassification	Current Zoning: R1 Requested Zoning: R1V
	☐ Conditional Use & Site Plan Review	CUP Request:
	☐ Variation, Administrative ☒ Variation, Zoning	Variation Request: reduce street setback from 30 feet to 23 feet
	☐ Site Plan Review	Type:
	☐ Text Amendment	UDO Section(s):
	☐ Appeal	Type:

Please provide additional information on the back of this page.

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

We are applying for a front yard zoning variation from 30 feet to 23 feet. A zoning administrative variation was already approved. We have since found out that a ComEd line is located in the area and needs to be rerouted outside of what was originally proposed. This additional increase will allow us to get a full sized standard two car garage.

CONSENT

I/We hereby authorize that the aforementioned applicant, 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.

Owner's Signature

Michael Hammer
Print Name

Signature

Tina Hammer
Print Name

SUBSCRIBED and SWORN to before me this 9th day of February, 2024.

NOTARY PUBLIC

LILIANA PEREZ
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
August 24, 2026

CONSENT TO ON-SITE INSPECTION

I/We are the owners of record of the real estate which is the subject of this application. Owners of the described real estate do hereby freely and voluntarily consent to inspection of the site of the parcel in question for purposes of determining the appropriateness of the pending proposed zoning petition by the Zoning Enforcement Officer and/or designated representative, McHenry County Zoning Board of Appeals or where applicable, the McHenry County Hearing Officer, and hereby release such persons from any liability based in whole or in part on the inspection of the parcel in question. That in exchange for the above actions by the Applicant(s), McHenry County agrees that the Zoning Enforcement Officer and/or designated representative, member of the Zoning Board of Appeals or, if applicable, the McHenry County Hearing Officer, will inspect the parcel in question prior to considering the evidence presented upon the above application. In the case of Conditional Use applications, if approved by the McHenry County Board, the Zoning Enforcement Officer and/or designated representative many inspect the property periodically to ensure compliance with the adopting ordinance and any conditions therein.

ACCEPTANCE OF FEES FOR TRANSCRIPTION SERVICES

I/We, the applicant(s), verify that I/we are aware of the use of a transcription service utilized by McHenry County to prepare a record of public hearings. Applicant(s) agree to directly reimburse the Department of Planning and Development for all incurred transcript fees and associated costs for hearings before the McHenry County Zoning Board of Appeals or where applicable, the McHenry County Hearing Officer unless determined otherwise by McHenry County. The applicant(s) further recognizes failure to fully reimburse the County prior to the scheduled County Board Date will grant McHenry County the unconditional right to withhold the application from McHenry County Board action. Applicant(s) further understand that transcripts shall be retained by McHenry County as part of the permanent zoning application file.

ZONING APPLICATION INTERPRETATION

I/We understand that the McHenry County Department of Planning and Development Staff will review and evaluate this application per the text of the McHenry County Unified Development Ordinance, the Official Zoning Maps, and any relevant documentation provided by the applicant and otherwise available to the Department, and consult with other staff to create a Legal Notice and staff report.

ACCEPTANCE OF FEES FOR NOTIFICATION

I/We, the applicant(s), authorize the McHenry County Department of Planning and Development Staff to produce the Legal Notice of Public Hearing to be published and mailed per the requirements of Chapter 16.16 (Zoning Application Process) of the McHenry County Code of Ordinances. I/We agree to reimburse the County for the cost of certified mailing and publication to the newspaper, prior to a vote by the McHenry County Board, in order to meet the notification requirements for a public hearing by Illinois State Statute.

Owner's Signature

Michael Hammer
Print Name

Signature

Tina Hammer
Print Name

SUBSCRIBED and SWORN to before me
this 9th day of February, 2024.

NOTARY PUBLIC

LILIANA PEREZ
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
August 24, 2026

NOTARY PUBLIC STATE OF ILLINOIS

Approval Standards for Variation
(McHenry County Unified Development Ordinance §16.20.020F)

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

1. What hardship is placed upon the property owner due to the particular surroundings, shape, or topographic conditions of the property if the strict letter of the zoning regulations were carried out?

It would not be possible to build a two car garage on the site because of the location of the existing well and septic systems and due to the extreme slope in the rear of the site in addition to the setback constraint. The existing garage entry is perpendicular to the street and the turning radius available makes it extremely difficult to get a vehicle into the existing one car garage.

2. How is the hardship described in question 1 unique to this property and not applicable to all properties within the same district?

Most of the homes in the zoning district have two car garages and are sited differently. Of the fifty nine homes on the same street within the zoning district only four homes (including our home) have a one car garage. Other similarly difficult lots/homes in the district appear to also have front yard setback reductions.

3. Other than increased monetary gain, what is the purpose of the variation?

We would like to have a fully functional garage where we can park our vehicles. We have two grown children with vehicles. We don't want to have to park all of our vehicles on the driveway.

4. Did the property owner or past owners create the difficulty or hardship that the variation seeks to relieve?

The house was built in 1962. At that time most people had one small car. Today's vehicles are bigger and most families have multiple cars.

5. Will the variation be detrimental to the public welfare or injurious to other property or improvements in the neighborhood?

No. The three foot setback reduction and other improvements that we plan on making will serve the purpose of enclosing our vehicles and will improve the look in the neighborhood and the value of the home and surrounding properties.

6. Will the variation; impair an adequate supply of light and air to adjacent property, increase congestion on the public streets, increase the risk of fire to adjacent property, or substantially diminish or impair property values within the neighborhood?

No. We feel that the three feet towards the street that we are asking for will not affect any properties adversely. The home directly across the street will benefit as currently the driveways are directly across from each other. Our plan now will offset the driveways and reduce the chance of an accident. We will be no closer to either of the adjacent homes, so there will be no negative impacts on them either. Our plan is to improve the property which should help increase the home values in the neighborhood.

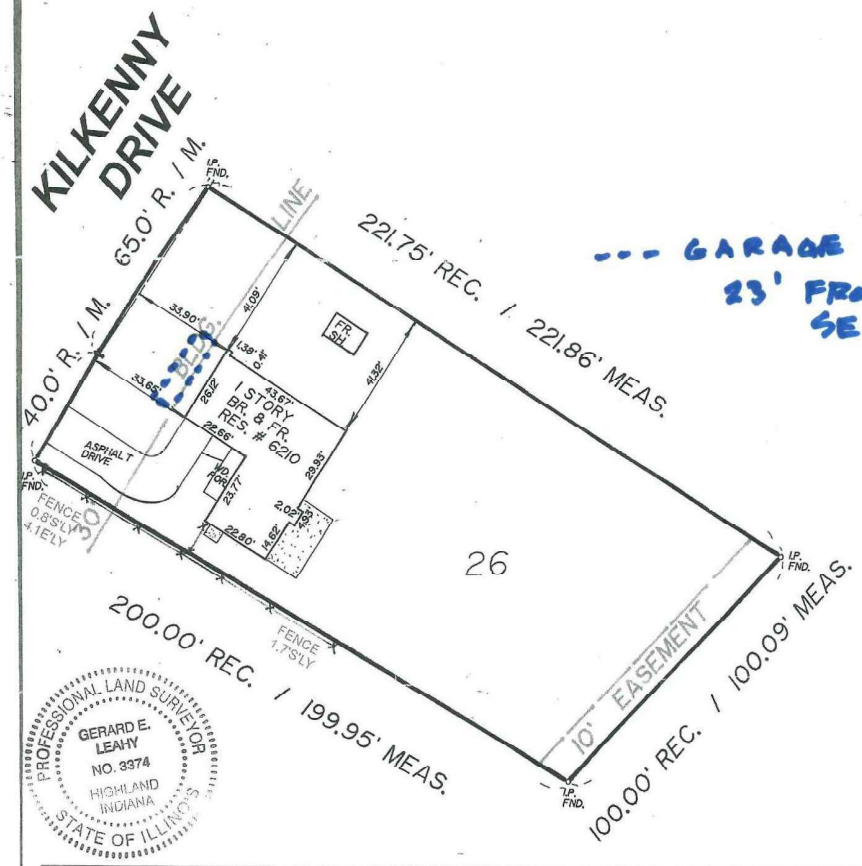
7. Will this variation confer special privilege to the property owner that is denied to other owners with property in the same zoning district?

No. We are following the required process for zoning relief by the county that is available to all other homeowners that have similar hardships and site constraints and that has been granted for similar requests by the County.

PLAT OF SURVEY

STREAMLINE SURVEY, INC.
P.O. Box 235, Lansing, IL 60438 708-I-SURVEY (478-7839) 708-478-4076 FAX State of Illinois reg. # 184-002702

LOT 26 IN BLOCK 15 IN LAKE KILLARNEY UNIT NO. 3, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED JULY 30, 1962 AS DOCUMENT NO. 405460 IN BOOK 14 OF PLATS, PAGE 95, IN MCHENRY COUNTY, ILLINOIS.



☐ AS PER CLIENT/AGENT, MONUMENTS NOT RECOVERED AT THE TIME OF THIS SURVEY WERE NOT RESET.

STATE OF ILLINOIS) S.S
COUNTY OF COOK)

ON BEHALF OF STREAMLINE SURVEY, INC., I HEREBY CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

STREAMLINE SURVEY, INC.

BY: _____ DATED: AUGUST 14, 20 01
REGISTERED ILLINOIS LAND SURVEYOR

DATE OF LICENSE EXPIRATION: NOVEMBER 30, 20 02
DATE OF FIELD WORK COMPLETION: AUGUST 13, 20 01

REVIEW YOUR DESCRIPTION AND PHYSICAL EVIDENCE WITH THIS PLAT AND REPORT ANY DIFFERENCES YOU MAY FIND.

ALL DISTANCES ARE SHOWN ARE IN FEET & DECIMAL PARTS THEREOF. NO ANGLES OR DISTANCES ARE TO BE DETERMINED BY SCALING.

SCALE: 1" = 40'
JOB NO.: 01-1420
ADDRESS: 6210 KILKENNY DR
CRYSTAL LAKE, IL
P.I.N.: 19-02-202-005
TOWNSHIP: REGAS, FREZADOS & HARP
ORDERED BY:

IN THE MATTER OF THE APPLICATION OF **MICHAEL HAMMER AND TINA HAMMER, OWNERS OF RECORD,** FOR AN AMENDMENT OF THE UNIFIED DEVELOPMENT ORDINANCE OF McHENRY COUNTY, ILLINOIS FOR A ***VARIATION***	))) LEGAL NOTICE OF PUBLIC HEARING) # 2024-009))

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

LOT 26 IN BLOCK 15 IN LAKE KILLARNEY UNIT NO. 3, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED JULY 30, 1962 AS DOCUMENT NO. 405460 IN BOOK 14 OF PLATS, PAGE 95, IN MCHENRY COUNTY, ILLINOIS.

PIN 19-02-202-005

The subject property is located approximately one thousand six hundred ninety (1,690) feet south of the intersection of Kilkenny Drive and Crystal Lake Avenue ***with a common address of 6210 Kilkenny Drive, Crystal Lake, Illinois in Algonquin Township.***

The subject property is presently zoned "R-1" Residential District and consists of approximately forty-nine hundredths (.49) acres with "R-1" Residential District to the North, East, West and South.

The Applicant is requesting **a VARIATION** ***of the subject property to allow for a setback of twenty-three (23) instead of the required thirty (30) feet from the street lot line.***

The Applicants and Owners of Record presently can be reached at ***6210 Kilkenny Drive, Crystal Lake, Illinois.***

A hearing on this Zoning Application will be held on the 12th day of March 2024 at 11:00 A.M. in the County Board conference room at the McHenry County Government Center Administration Building 667 Ware Rd, Woodstock, Illinois at which time and place any person desiring to be heard may be present. The McHenry County Government Center Mailing address is 2200 N. Seminary Avenue, Woodstock, Illinois 60098.

DATED THIS 16TH DAY OF FEBRUARY 2024.

By: Michael McNerney, MCHO
McHenry County Hearing Officer
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: 9b

City Council
Agenda Supplement

Meeting Date: March 5, 2024

Item: Class 16 Temporary Liquor License Request – St. Elizabeth Ann Seton Knights of Columbus Council #10678 – Irishfest, Saturday, March 9, 2024

Staff Recommendation: Motion to approve issuance of a Class 16 Temporary Liquor License to the St. Elizabeth Ann Seton Knights of Columbus Council #10678

Staff Contact: Nick Hammonds, Assistant City Manager

Background:
The City has received a request from the St. Elizabeth Ann Seton Knights of Columbus Council #10678 for the issuance of a Class 16 Temporary Liquor License in order to sell beer and wine at their Irishfest event being held at the St. Elizabeth Ann Seton Church Community Center, located at 1023 McHenry Avenue, on Saturday, March 9, 2024 from 5:00 p.m. to 11:00 p.m.

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.

The Council has approved this event in the past and other temporary liquor license requests for the St. Elizabeth Ann Seton Knights of Columbus Council #10678.

Votes Required to Pass:
Simple majority

KofC 10678

CITY OF CRYSTAL LAKE

Class "16"
Temporary Liquor License

General Information:

- A Class "16" **Temporary** Liquor License authorizes the retail sale of beer and wine for consumption upon the premises specified in the license.
- The license applicant must be a **not-for-profit** corporation qualified to do business in the State of Illinois.
- The license is valid for a period not to exceed three (3) days and may only be used for special events sponsored by the not-for-profit corporation requesting the license.
- Patrons of the premises where the beer and wine are to be sold are required to wear a non-transferrable, one use only, disposable wristband or other means of identification identifying them as patrons of the area that is subject to the license.
- Issuance of a Class "16" Temporary Liquor License must be reviewed and approved by the Mayor and City Council of the City of Crystal Lake.

City of Crystal Lake
Application for Temporary Liquor License

CLASS "16"
Beer and Wine

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

1. Applicant's full name St. Elizabeth Ann Seton Kof C Council 10678
(Must be not-for-profit organization)
Address 1023 S. McHenry Ave Crystal Lake, IL 60014 Phone Number 815-666-5544

2. Location where beer and wine will be sold:
Church Community Hall at 1023 McHenry Ave - Crystal Lake

3. Dates of the event (**not to exceed three (3) days**): MARCH 9, 2024

4. Hours of operation: 5:00 pm to 11:00 pm

5. Describe the type of crowd and traffic control licensee will utilize. Parishioners, primarily Wrist bands required to purchase, bar located in back corner

6. Describe plan for refuse pickup. Following clean-up trash will be placed in the church's trash dumpsters

7. Please list the names and addresses of the members of the organization who will be selling beer and wine at the location pursuant to the license. If additional space is needed, please use reverse side.

SEE Attached

8. **Please attach the following to your application:**
   - ☑ **License fee in the amount of *$20.00*. (Make checks payable to the "*City of Crystal Lake*".)**
   - ☑ **Proof of liquor liability insurance**
   - ☑ **Proof of permission from owner of the premises, if different than applicant, authorizing the sale of beer and wine on the property during the time requested.**
   - ☑ **Site plan of area where beer and wine will be sold.**
   - ☑ **Letter to the Mayor and City Council requesting approval of the issuance of a Class "16" Temporary Liquor License to applicant.**

Mark Douglas 2/1/24
Signature of President Date

Steve Scott 2-1-24
Signature of Secretary Date

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

Knights of Columbus
Council #10678
1023 S. McHenry Avenue
Crystal Lake, IL 60014

2024 Irishfest – Bar Staff

Mike Scronce
2956 Talaga Drive
Algonquin, IL 60102

Kevin Campbell
11 Steiner Court
Algonquin, IL 60102

Jim McCarthy
1381 Lucerne Drive
Crystal Lake, IL 60014

Joe Oskerep
4370 Barharbor Drive
Lake in the Hills, IL 60156

Greg Squiers
1713 Hartford Lane
Crystal Lake, IL 60014

Jerry Ward
400 Adare Dr
Cary, IL 60013-1500

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.

Mark Stoyles
Signature of President

Steve Scott
Signature of Secretary

Subscribed and sworn to before me this 1
day of FEBRUARY, 2024.

Diane M Schiffer
Notary Public

OFFICIAL SEAL
DIANE M SCHIFFER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 04/13/2026

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/20/2024

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

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

PRODUCER
R.V. Nuccio & Associates Insurance Brokers, Inc.
10148 Riverside Drive
Toluca Lake, CA 91602

CONTACT NAME: Robert V. Nuccio
PHONE (A/C, No, Ext): (800) 364-2433 FAX (A/C, No): (818) 980-1595
E-MAIL ADDRESS: support@rvnuccio.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Fireman's Fund Insurance Company	21873
INSURER B : Axis Insurance Company	37273
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
StElizabeth Ann Seton K of C Council 10678
1023 S MvHenry Ave
Crystal Lake , IL 60014

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✔ COMMERCIAL GENERAL LIABILITY	✔		UST022072230	3/9/2024	3/10/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE ✔ OCCUR			NAEP115830			DAMAGE TO RENTED PREMISES	$ 50,000
	✔ Host Liquor Liability						MEDICAL EXPENSE	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	✔ POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS; HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Liquor Liability			UST022072230	3/9/2024	3/10/2024		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured: Owner of Premises

CERTIFICATE HOLDER
St Elizabeth Ann Seaton Catholic Churcfh
1023 MvHenry Ave
Crystal Lake , IL 60014

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

AUTHORIZED REPRESENTATIVE
Robert V. Nuccio

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Certificate Number: NAEP115830 Policy Number: UST022072230

Effective Dates: 3/9/2024 12:01am to 3/10/2024 12:01am

Additional Insured - Person, Organization or other Entity 600002STEP 09 12

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule

Name of Additional Insured Person(s) or Organization(s) or other Entity(ies)
St Elizabeth Ann Seaton Catholic Churcfh

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an insured the person, organization or other entity shown in the Schedule above but only to the extent that **bodily injury, property damage** or **personal and advertising injury** is caused by the sole negligence of the Memorandum of Insurance holder.

Any Additional Insured Person(s) or Organization(s) or other Entity(ies) covered under this policy is subject to the policy forms, terms, conditions, exclusions, limitations and provisions.

This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

President

600002STEP9-12

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/20/2024

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

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

PRODUCER	CONTACT NAME: Robert V. Nuccio	
R.V. Nuccio & Associates Insurance Brokers, Inc. 10148 Riverside Drive Toluca Lake, CA 91602	PHONE (A/C, No, Ext): (800) 364-2433	FAX (A/C, No): (818) 980-1595
	E-MAIL ADDRESS: support@rvnuccio.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Fireman's Fund Insurance Company	21873
INSURER B : Axis Insurance Company	37273
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
StElizabeth Ann Seton K of C Council 10678
1023 S MvHenry Ave
Crystal Lake , IL 60014

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✔ COMMERCIAL GENERAL LIABILITY	✔		UST022072230	3/9/2024	3/10/2024	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ✔ OCCUR			NAEP115830			DAMAGE TO RENTED PREMISES	$ 50,000
	✔ Host Liquor Liability						MEDICAL EXPENSE	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	✔ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Liquor Liability			UST022072230	3/9/2024	3/10/2024		1,000,000

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

Additional Insured: City of Crtstal Lake, IL

CERTIFICATE HOLDER

City of Crtstal Lake, IL

100 West Woodstock Street
Crystal Lake , IL 60014

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Robert V. Nuccio

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Certificate Number: NAEP115830 Policy Number: UST022072230

Effective Dates: 3/9/2024 12:01am to 3/10/2024 12:01am

Additional Insured - Person, Organization or other Entity 600002STEP 09 12

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule

Name of Additional Insured Person(s) or Organization(s) or other Entity(ies)
City of Crtstal Lake, IL

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an insured the person, organization or other entity shown in the Schedule above but only to the extent that **bodily injury, property damage** or **personal and advertising injury** is caused by the sole negligence of the Memorandum of Insurance holder.

Any Additional Insured Person(s) or Organization(s) or other Entity(ies) covered under this policy is subject to the policy forms, terms, conditions, exclusions, limitations and provisions.

This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

President

600002STEP9-12

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St. Elizabeth Ann Seton Catholic Church

1023 McHenry Avenue
Crystal Lake, Illinois 60014

Rev. John Kladar
Parochial Administrator

"The first end I propose in our daily work is to do the will of God;
secondly, to do it in the manner He wills it; and thirdly to do it because it is His will."
Quote from St. Elizabeth Ann Seton

February 1, 2024

City of Crystal Lake
100 W. Municipal Street
Crystal Lake, IL 60014
Attn: City Council

Re: Knights of Columbus Temporary Liquor License Application

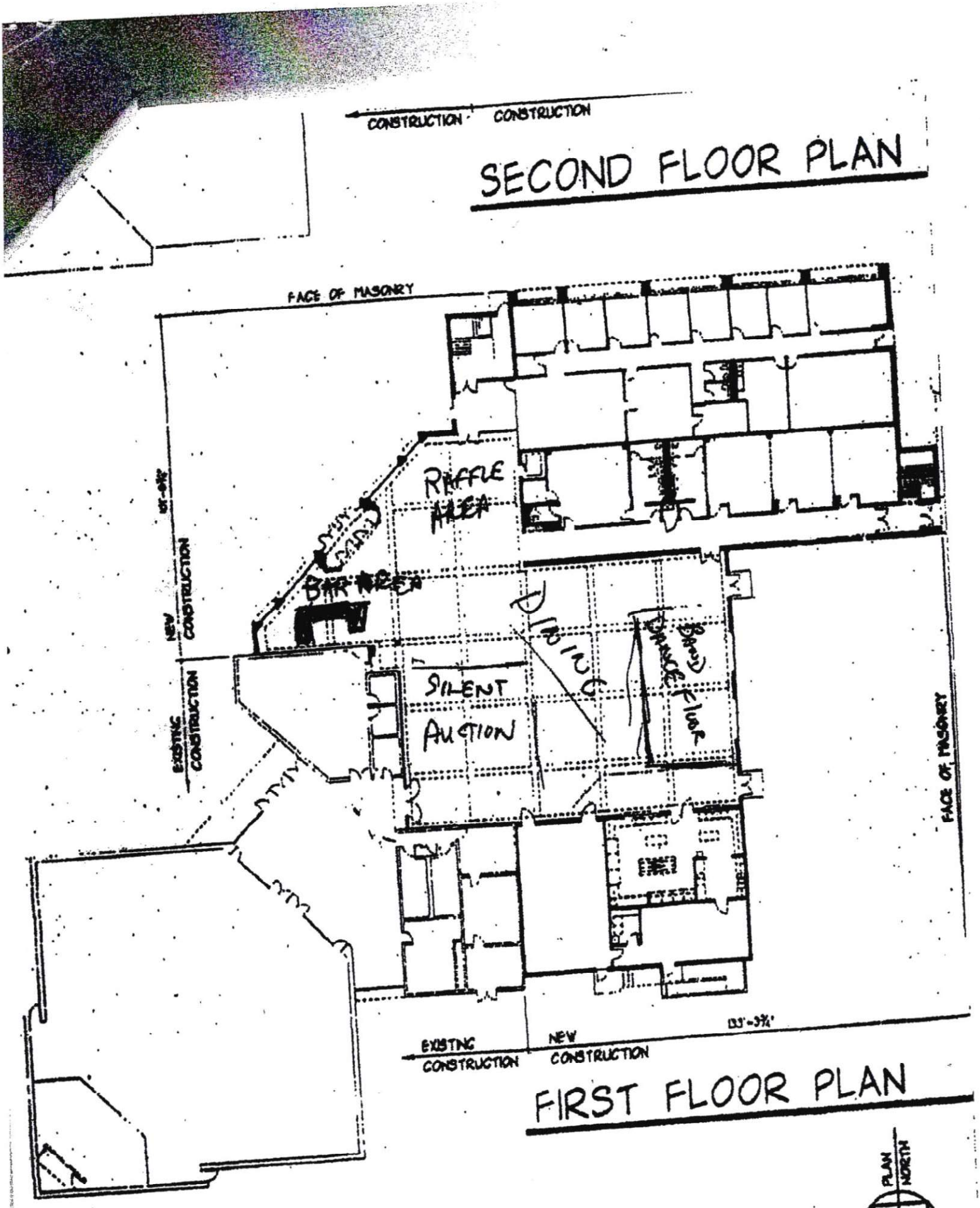
To Whom it May Concern:

St Elizabeth Ann Seton Parish has given permission to the Knights of Columbus Council #10678 to hold an Irish Fest in its Community Center on the evening of March 9, 2024. The Knights have requested and have been given conditional approval to sell beer and wine between the hours of 5:00 pm and 11:00 pm on March 9, 2024. The K of C will be responsible for obtaining liability insurance for this event, as well as a Class 16 temporary liquor license, before receiving final permission.

God Bless,

Fr. John Kladar
Parochial Administrator

Office: (815) 459-3033 Fax: (815) 459-3040


CONSTRUCTION
CONSTRUCTION
SECOND FLOOR PLAN
FACE OF MASONRY
RAFFLE AREA
BAR AREA
NEW CONSTRUCTION
EXISTING CONSTRUCTION
SILENT AUCTION
DANCE FLOOR
FACE OF MASONRY
EXISTING CONSTRUCTION
NEW CONSTRUCTION
FIRST FLOOR PLAN
PLAN NORTH
OVERALL FLOOR PLANS

St. Elizabeth Ann Seton
Knights of Columbus Council 10678
1023 McHenry Avenue
Crystal Lake, IL 60014

February 1, 2024

City of Crystal Lake
100 W. Municipal Street
Crystal Lake, IL 60014
Attn: City Council

Mayor Haleblian and Council Members;

We are writing to request approval for a Class 16 temporary liquor license for our Irish Fest celebration, which will be held on Saturday, March 9, 2024, at St. Elizabeth Ann Seton's Community Center on McHenry Avenue in Crystal Lake. Our plans include dinner, music, and a 50/50 raffle (this license is being applied for as well).

The proceeds from this event will be used to fund the many charitable activities of the Knights. Annually, the Council donates over 70% of its revenue to a variety of deserving charitable and religious organizations. Some of our larger gifts have gone to our parish's upkeep and beautification, seminarian support, the St. Vincent De Paul Conference and the Crystal Lake Food Pantry.

Members of the Knights of Columbus Council #10678 have volunteered to handle the sale of beer and wine, as well as security, emergency medical, and taxi services, if needed. Wristbands will be used to designate those whose identification shows them to be at least 21 years of age. The Knights have worked in this capacity at several other functions and are confident they will be responsible stewards in this area of the benefit.

Thank you for your time in considering our request. Please do not hesitate to contact us for any further information you may need.

Sincerely,

K M Campbell

Kevin Campbell – Past Grand Knight and Chairman

[redacted]

Agenda Item No: 9c

City Council
Agenda Supplement

Meeting Date: March 5, 2024

Item: Walk to End Alzheimer's Special Event Request, Closure of Williams Street (between Woodstock Street and Crystal Lake Avenue) and Police Assistance Fee Waiver – October 6, 2024

Staff Recommendation: Motion to approve the application for a Special Event for the Walk to End Alzheimer's to be held on October 6, 2024, including Street Closure, pursuant to the recommended staff conditions listed, and waiver of the Police Department chargeback fees ($3,785.94)

Staff Contact: Elizabeth Maxwell, City Planner
Laurrie Fitzgerald, Support Services Coordinator

Background:
This is a request to hold the Walk to End Alzheimer's in Crystal Lake. The event is planned for Sunday, October 6, 2024. The walk will begin at 8:00 a.m. and finish at approximately 11:30 a.m. on Williams Street. The Walk is an annual event taking place in 600 communities nationwide. The Walk to End Alzheimer's is the largest event to raise funds for Alzheimer's care, support, and research. The event will consist of a walk throughout Downtown Crystal Lake, utilizing the public sidewalks, a stage set up for a ceremony, children's activities, including face painting, balloon artists, and costumed characters. The event organizers have been in contact with, and received support from, the Downtown Crystal Lake association.

The organizers are requesting the following:

- The closure of Williams Street from Woodstock Street to Crystal Lake Avenue for the start of the walk, and planned activities.

- Assistance from the Crystal Lake Police Department along the walking route. The organizer is requesting that the City of Crystal Lake provide police services at key intersection crossings, the donation tent, and in the activities area. The recommended number of police officers and volunteers for the event have been determined by the

Police Department. Volunteers will be stationed along the walking route to assist with safety and direction only. The Police Department has determined that the chargeback fee will be approximately $3,785.94.

The walk organizers are requesting a waiver of the Police assistance fees. The City Council approved the fee waiver for last year's event.

The organizers must also ensure that the participants are aware of them walking with, against, and crossing normal direction of vehicle traffic in various locations on the course.

If the request is approved, the following conditions are recommended:

1) Items must be not located so as to block sidewalks.
2) Streets are not to be marked with paint or any permanent materials.
3) The volunteers must carry cellular phones or radios to contact 911 in case of an emergency. Volunteers are not to direct traffic.
4) The event organizers must coordinate with the Crystal Lake Police regarding assistance during the event. Please contact the Police Department by September 1, 2024, to determine/arrange for police officers for traffic control.
5) City-owned barricades must be used to block off the street closure sections. Barricades must be placed to allow access to existing crosswalks. A Barricade Borrowing Application and Hold Harmless agreement are on file with the City.
6) Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum required widths and clearances shall be maintained at all times. Emergency vehicle access must be maintained throughout the event. Items should not be placed on the roadway to prohibit access.
7) The route indicated has participants traveling directly in front of Crystal Lake Fire Rescue Department Station 1. Have volunteers posted at this location to assist participants to allow emergency response vehicles access out of the station if necessary.
8) Barricades shall be placed so that emergency response personnel are capable of moving them if emergency response vehicles need access.
9) An access lane of no less than 20-feet must be maintained for emergency vehicles access to Williams Street and other streets in the area to be barricaded.
10) Tents having an area exceeding 400 square feet (700square feet with open sides) shall require a permit in accordance with (2018) IFC Section 3103.2. Please contact the Fire Rescue Department (815-356-3640) if utilizing a tent that shall require a permit.
11) All electrical equipment shall be listed/labeled for outdoor use and shall comply with NFPA 70.
12) A weather monitoring person is required during the event and an emergency plan shall be in place in the event of severe weather.
13) All debris created by the event must be cleaned up during and after the event.
14) Petitioner must adhere to the required City insurance provisions for the use of City-owned property by providing a certificate of insurance naming the City as additional insured. This must be provided by September 1, 2024.
15) Promotional banners and signage were not included with this request. Any temporary signage/banner requires a Limited Duration sign permit through Community Development Department.
16) In the case of inclement weather, an alternate date can be approved by the City Manager.

The applicant has been made aware of these recommended conditions and advised to attend the March 5, 2024 City Council meeting to answer any questions.

Votes Required to Pass:

Simple majority vote

City of Crystal Lake
Special Event Permit Application

Office use only
Case No: _____
Date Submitted: _____

General Information

Name of Event: Walk to End Alzheimer's, McHenry County

Type of Event:

- ☐ Festival
- ☑ Walk/Run
- ☐ Carnival
- ☐ Outdoor Sales Event
- ☐ Parade
- ☐ Gun Show
- ☐ Open Air Gathering
- ☐ Film Production
- ☐ Other _____

Location of Event: Downtown Crystal Lake

Date(s) of Event: Sunday, October 6 Hours of Event: 6am to 12pm Estimated attendance: 600

Petitioner Information

Name Taylor Adolphson

Address: 1111 S. Alpine Rd, Suite 307

Rockford, IL 61108

Telephone: (815) 494-4601

E-mail: taadolphson@alz.org

Owner Information (if different)

Name _____

Address: _____

_____

Telephone: _____

E-mail: _____

Event Web site: act.alz.org/mchenrycounty

General Description of the Event (Attach a separate page if necessary):
Walk event with brief ceremony to raise funds for Alzheimer's care, support and research

Event Details

Will you serve alcohol at your event? ☐ **YES** ☑ **NO**
Please contact the City Manager's Office prior to the event for information on liquor license requirements. Liquor licenses require City Council approval. This may take additional time; please plan accordingly.

Will you serve food at your event? ☑ **YES** ☐ **NO** If yes, please indicate the number of vendors 2-3
Note: a list of food vendors must be submitted to the Community Development Department prior to the event. All food vendors are required to obtain permits from the McHenry County Department of Health..

Are you requesting a Crystal Lake Police detail for this event, or has this event been required to have a Crystal Lake Police Detail in the past? ☑ **YES** ☐ **NO** *Note: Special Event Organizers will be responsible for costs associated with Police details.*

Are you requesting a Crystal Lake Fire Rescue ambulance be stationed at this event? ☐ **YES** ☑ **NO**
Note: Special Event Organizers will be responsible for costs associated with Fire Rescue Ambulance services.

Would you like to request the closing of city streets? ☑ **YES** ☐ **NO**
If yes, please attach a map that shows the locations, dates, and times of the requested street closures.

Are you requesting the use of any other city-owned property, i.e. parking lots, parks, sidewalks, etc.?
☑ **YES** ☐ **NO** *If yes, please indicate the property that you are requesting to use* _____

Will you be using tents or canopies at your event? ☑ **YES** ☐ **NO**

Will you have a stage at your event? ☑ **YES** ☐ **NO**
If yes, please submit the stage specifications and assembly instruction to Community Development prior to the event.

Will you have temporary lighting or need temporary electricity outlets for this event? ☐ **YES** ☑ **NO**

Will there be amusement rides and/or inflatable devices at the event? ☐ **YES** ☑ **NO**

Are you holding a raffle at your event? ☐ **YES** ☑ **NO**
If yes, you must submit an Application to Conduct a Raffle at least seven to ten days prior to the event. The application is available on the City's website or you may contact the City Manager's office at 815-459-2020.

Are you planning to put up signs to promote your event? ☑ **YES** ☐ **NO**
If yes, please submit a detailed description of the types of signs you will use to promote this event and the locations they will be placed. Please indicate the locations on the site plan.

Will you be borrowing City barricades? ☑ **YES** ☐ **NO** *If yes, please submit a barricade borrowing application.*

Parking Accommodations: Please provide details about how parking will be accommodated. This can be done on the submitted site plan/route map or a description can be attached on a separate page.

Will there be an admission charge for any aspect of the event? ☐ **YES** ☑ **NO**
If yes, please describe the admission charges on a separate attachment.

Will there be any entertainment associated with the event? ☐ **YES** ☑ **NO**
If yes, please attach a separate sheet describing the type and nature of entertainment, such as music acts, carnival rides, or games of chance.

Acknowledgements and Certification

By signing below, I certify the following:

I have the authority from my organization to sign and submit this application on their behalf. I agree to inform the City of Crystal Lake of any changes in the application at least 7 days prior to the event. I agree to the terms and conditions listed above. I acknowledge that not all of the aspects of the Special Event may be approved as presented, changes may be necessary based on City staff review. I acknowledge my Special Event Permit may be denied or revoked at any time prior to or during the event based on failing to comply with the terms and conditions of the Special Event Permit.

Organizer (Print & Sign name) Taylor Adolphson Taylor Adolphson *Date* 1/17/2024

Owner (Print & Sign name) _____ *Date* _____

The main set-up area for the Walk to End Alzheimer's will be on N. William St. We'd request that N. William St. and Brink St. Be closed for the duration of our event.

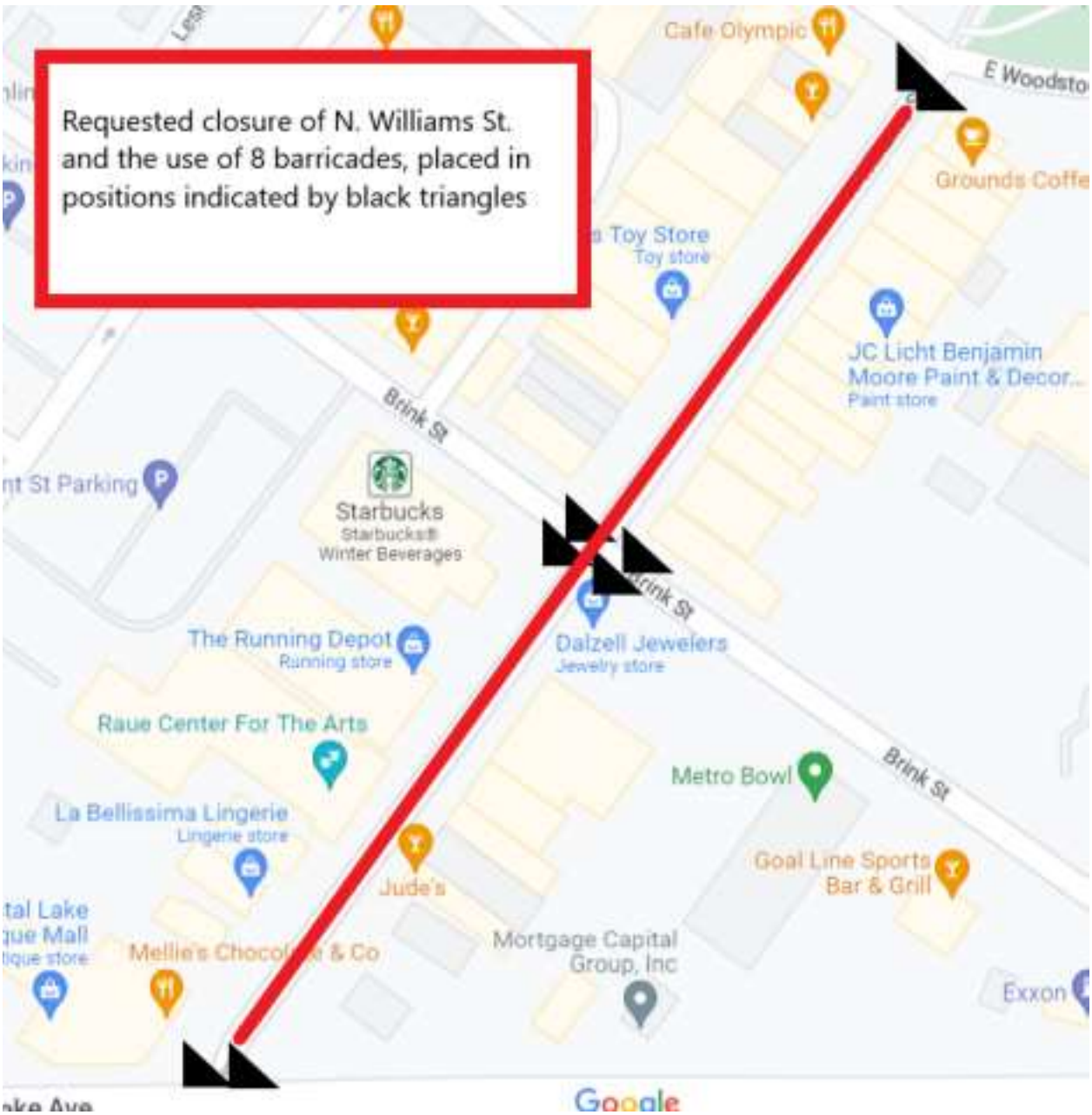
Stage Specifications and Assembly Instruction:
A 4x8x16" Stage is rented from and assembled by Ed's Rentals

Description of Entertainment Activities:

- Kids activities (Face painting, balloon artist, characters)
- Bags games
- On stage warm-up

Crystal Lake Police Detail
We are required to hire police/security for Association events. We'd like to request 2 officers for our event from 8am-11am. One will be stationed at the Event Check-in tent where participants can turn in donations. Donations will be kept in a locked container at the tent for the duration of the event. We request that the second officer be walking the event area to provide general safety and security. We are requesting the waiver of police fees.

Parking
Participants will be advised to use public parking in and around the downtown area. They will be advised to monitor Parking Signs and restrictions and should there be a fee to park it is to be paid by participants.


Requested closure of N. Williams St. and the use of 8 barricades, placed in positions indicated by black triangles
Cafe Olympic
E Woodsto
Grounds Coffe
Toy Store
Toy store
JC Licht Benjamin Moore Paint & Decor...
Paint store
Brink St
Starbucks
Starbucks® Winter Beverages
Dalzell Jewelers
Jewelry store
The Running Depot
Running store
Raue Center For The Arts
Metro Bowl
La Bellissima Lingerie
Lingerie store
Jude's
Goal Line Sports Bar & Grill
Mortgage Capital Group, Inc
Exxon
Google


Circle indicates at least 1 stationed volunteer for route safety and direction
W Woodstock St
W Crystal Lake Ave
Crystal Lake Apartments
Crystal Lake Police Department
Crystal Lake Metra Station Lot 1
Carniceritas La Rosita
Crystal Lake Brewing
Crystal Lake
Starbucks
Union Cemetery
Dan Collins Decorating
Crystal Lake Public Library
Lynn Carlson Art Appraiser
Hosmann Elementary School
The Villager
Logan Jones, Compass
Center St
Pierce Ave
Oak Ave
Hillard Ct
E Paddock St
W Franklin St

ALZHEIMER'S ASSOCIATION

Taylor Adolphson <taadolphson@alz.org>

Walk to End Alzheimer's

Downtown Crystal Lake <info@downtowncl.org> Wed, Jan 17, 2024 at 12:33 PM
To: Taylor Adolphson <taadolphson@alz.org>
Cc: Nancy Thompson <events@downtowncl.org>

Hi Taylor,

Downtown Crystal Lake would love to host the Walk to End Alzheimer's in Downtown Crystal Lake on Sunday, Oct. 6, 2024. I think it's such a nice event for our Downtown community and it's sounds like a lot of awareness and funds were raised.

I have copied Katie Galto on this email. She is our new Special Events Coordinator. My last day with Downtown Crystal Lake will be January 26th so if you need anything please reach out to Katie.

I have enjoyed working with you Taylor!

Stay warm,

Lynn

Lynn Reckamp

Executive Director

Downtown Crystal Lake/Main Street

815/479-0835

www.DowntownCL.org

[Quoted text hidden]

WALK TO END ALZHEIMER'S
ALZHEIMER'S ASSOCIATION

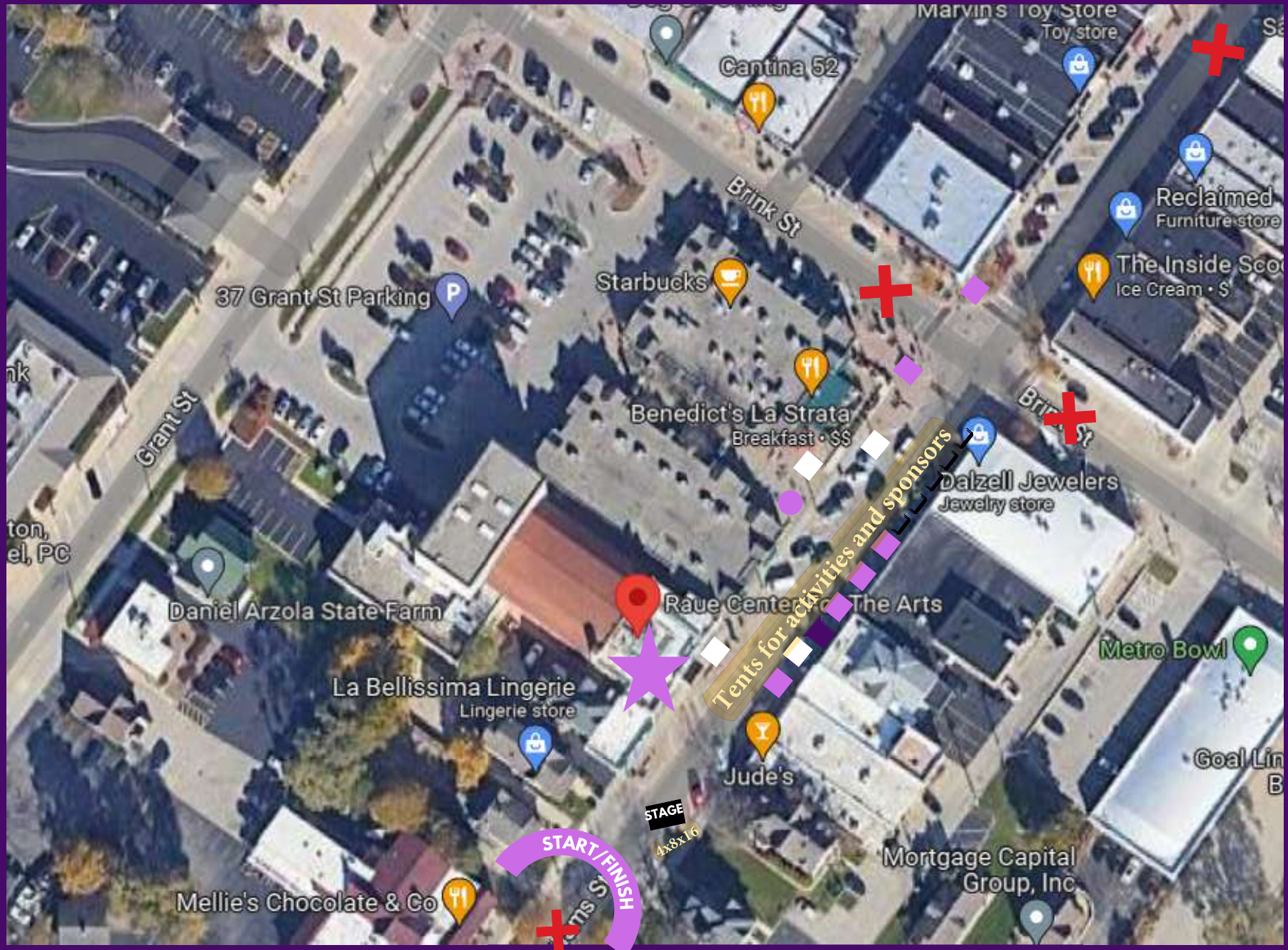
alz.org/walk

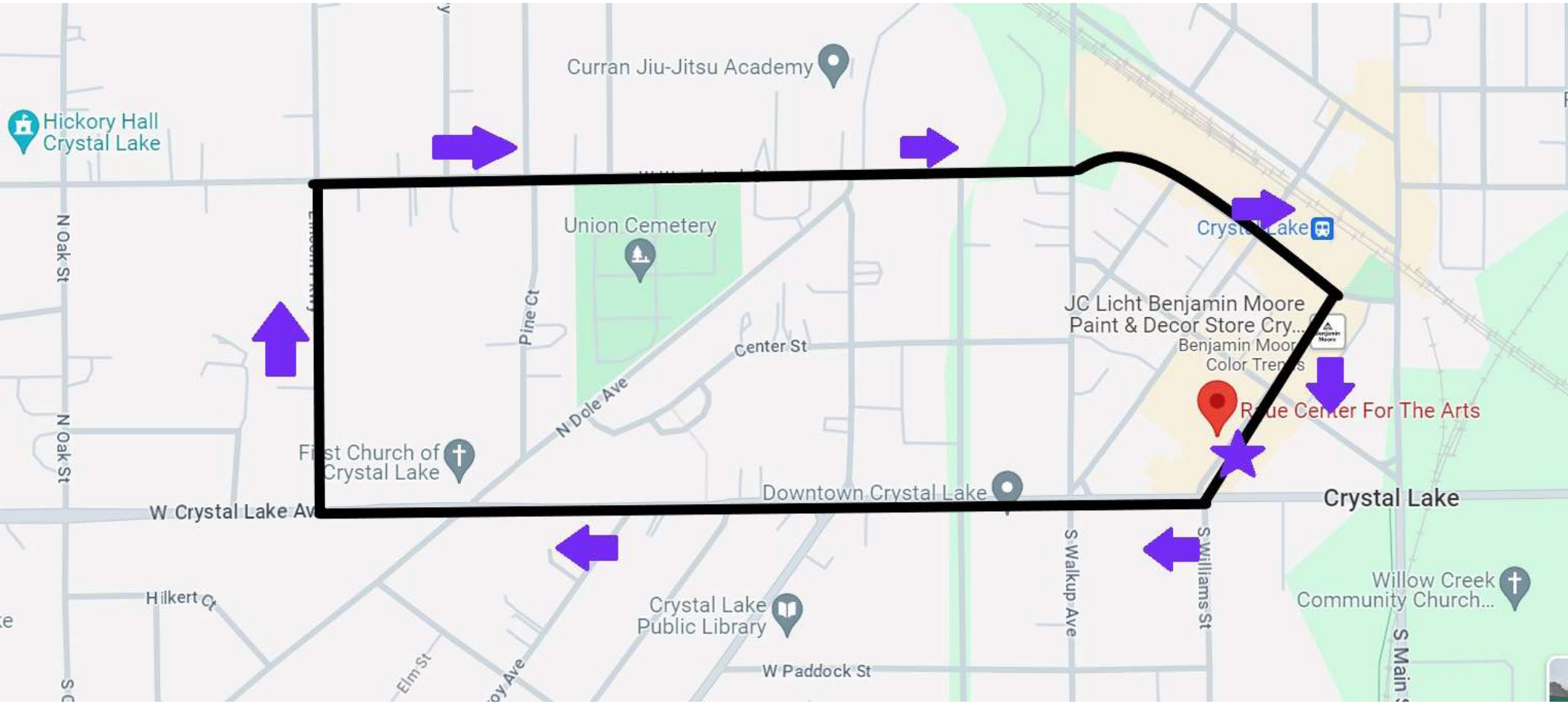
Laurrie,

For our fundraising event, the Walk to End Alzheimer's, I would like to request the waiver of the police chargeback fees. The Alzheimer's Association is a 501(c)3 and all funds raised through the Walk to End Alzheimer's go to Alzheimer's care, support and research. Thank you for your consideration.

Taylor Adolphson
Manager, Walk to End Alzheimer's

2024 McHenry County Walk to End Alzheimer's Set-up Map




Curran Jiu-Jitsu Academy
Hickory Hall
Crystal Lake
Union Cemetery
Pine Ct
Center St
N Dole Ave
N Oak St
JC Licht Benjamin Moore
Paint & Decor Store Cry...
Benjamin Moore
Color Trends
Rogue Center For The Arts
First Church of
Crystal Lake
Downtown Crystal Lake
W Crystal Lake Ave
Crystal Lake
S Walkup Ave
S Williams St
Hilkert Ct
Crystal Lake
Public Library
Willow Creek
Community Church...
Elm St
W Paddock St
S Main St

Agenda Item No: 9d

City Council
Agenda Supplement

Meeting Date: March 5, 2024

Item: 2024 Indian Uprising Special Event and Police Assistance Fee Waiver Request – August 9-11, 2024

Staff Recommendation: Motion to approve the Cruisin' Tigers Pontiac Club's application for a Special Event and Fee Waiver of the Police Department chargeback fees ($19,163.40).

Staff Contact: Elizabeth Maxwell, City Planner
Laurrie Fitzgerald, Support Services Coordinator

Background:
The Cruisin' Tigers Pontiac Club is proposing to hold its 33rd Annual Indian Uprising fundraiser at the Holiday Inn in Crystal Lake on August 9th through August 11th. The outdoor event will include a car show of over 500 classic cars, a live band, food trucks, a raffle, and petting zoo. Alcohol will be sold and served by the Holiday Inn as part of the event. This is the fourth time the event will held in Crystal Lake.

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

1. Comply with all City Code regulations pertaining to the request.
2. Trash must be picked up on a daily basis.
3. Any lighting should be placed so as not to disturb the neighbors.
4. The event sites are subject to a life safety inspection by the Community Development, Fire Rescue, and Police Departments prior to the start of the event.
5. The petitioner shall work with the property owners regarding parking for the event. In addition to on-site parking for the event, the petitioner has requested the use of the Rita Corporation parking lots for trailer parking. Shuttles must be provided if off-site parking is utilized with the property owners permission.
6. To ensure public safety, uniformed City of Crystal Lake Police Officers will be on the grounds during all hours of the event operation on Saturday and Sunday.
7. Police staff is present on Holiday Inn grounds to ensure compliance with alcoholic beverage sales to the general public and overall crowd control.

8. Police are present at both entrance locations to the property to ensure traffic on Three Oaks Road and Sands Road remains fluid. Additionally, to be available for pedestrians that may be on foot crossing the aforementioned roadways.
9. Any security staff hired by the event organizer shall wear a consistent, distinct color t-shirt that identifies them as being "security".
10. Holiday Inn shall have posted signs indicating the prohibited concealed carry of firearms while on their property.
11. Tents and canopies used for this event must comply with the Tent Guidelines (enclosed).
12. The drive around the building shall be maintained and remain fully accessible for emergency responding vehicles. The 20 foot minimum clearance includes around all four sides of the building.
13. A 3-foot clear space, and otherwise unobstructed, shall me maintained around the circumference of fire hydrants.
14. Fire apparatus and ambulance access shall not be obstructed. A 20-foot minimum clearance shall be maintained on existing driveways around the building. Booths shall not be positioned to extend into drive aisles.
15. Vehicles positioned inside the Banquet Area shall not contain no more than ¼ tank or 5 gallons of gas (whichever is less) while stored inside. Batteries must also remain disconnected.
16. Fire Department Connections must remain clear and accessible for use.
17. Generators, if used, shall be a minimum of 20 feet from any tents/canopies and protected from the public by fencing, enclosure, or other approved means.
18. Stage inspection is required. At the time of inspection, manufacturer's cut sheets should be on site to address setup requirements.
19. Please contact the Fire Prevention Bureau at (815) 356-3640 on Thursday to arrange for the required inspections.
20. Obtain any necessary approvals from the McHenry County Department of Health.
21. If food trucks are to be utilized, the food truck shall have a current, valid annual inspection for operating issued by Crystal Lake Fire Department. The placement shall not be located at the main entrance canopy.
22. Promotional and informational banners and signage may need a limited duration sign permit issued from the Building Division. Please contact the Building Division regarding signage to be used in conjunction with the event.

Fee Waivers

Since this is a fundraiser for the Cruisin' Tigers Pontiac Club and the proceeds are donated to the Humanitarian Service Project and the Friends for Therapeutic Equine Activities, they are requesting that the Police chargeback fee be waived. The estimated cost of Police personnel for the event is approximately $19,163.40. This fee was waived last year by City Council.

The applicant has been advised to attend the March 5, 2024 City Council meeting to answer any questions.

Votes Required to Pass: Simple majority vote.

CITY OF
Crystal Lake
ILLINOIS

SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

EVENT NAME INDIAN UPRISING ALL PONTIAC WEEKEND

EVENT LOCATION HOLIDAY INN CRYSTAL LAKE

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

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

GENERAL EVENT INFORMATION

1. TYPE OF EVENT (Check all that apply)

☐ Carnival	☐ General use of City-owned property
☐ Circus	☐ Parade
☐ Festival	☐ Outdoor Sales
☐ Filming	☐ Run/Walk Event
☒ Other CAR SHOW	

RECEIVED
JAN 26 2024
By JB pm

2. General Description/Purpose of the event:
WEEKEND CAR SHOW : ALL PROCEEDS DONATED TO OUR SPECIFIED CHARITY ORGANIZATIONS

3. Will the event require the use of City-owned property? ☐ Yes ☒ No

4. Is a Site Map/Route Map attached? ☒ Yes ☐ No

5. Is the event an annual/recurring event? ☒ Yes ☐ No

6. Will the event require a public street/sidewalk to be blocked or closed? ☐ Yes ☒ No

7. Will the event require use of a public parking lot? ☐ Yes ☒ No

8. Number of persons scheduled to monitor and work the event: 22 COMMITTEE MEMBERS PLUS ADDITIONAL WEEKEND VOLUNTEERS

9. Estimated attendance: 5000 OVER THE WEEKEND

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

**Please complete the attached Temporary Liquor License Application*

COMMUNITY DEVELOPMENT

19. Will the event require tents or temporary structures? ☐ Yes ☒ No

20. What signs or advertising do you anticipate needing for the event?

Temporary community event signs ☒ Yes ☐ No

Temporary neighborhood event signs ☐ Yes ☒ No

Directional signs ☒ Yes ☐ No

Banner ☒ Yes ☐ No

21. Will food be served or sold at the event? ☒ Yes* ☐ No

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

22. Will the event include vendors selling products? ☒ Yes ☐ No

Description of Products AUTOMOTIVE

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

Name of Company_____
Address_____
Phone_____

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

If yes, please specify the power requirements and plan for provision
HOTEL WILL PROVIDE ADEQUATE ELECTRICITY FOR A BAND ON SATURDAY EVENING.

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

25. Does this event require assistance from the Police Department? ☒ Yes ☐ No

26. Does this event require an on-site ambulance? ☐ Yes ☒ No

27. Will the event require sound amplification of any kind? ☒ Yes ☐ No
BAND ON SATURDAY EVENING

10. Is a "rain date" proposed? Y ☐ or N ☒ If yes, what is the rain date? _____

ORGANIZATION INFORMATION

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

12. Name of Event Manager: KEN ARENDT

13. Contact Information for Event Manager:

Address: 1541 GINNY LANE
WOOD STOCK, ILLINOIS 60098

(Please check preferred means of contact)

Daytime phone: [redacted] ☒

Emergency phone: _____ ☐

Cell phone: _____ ☐

Email: [redacted] ☒

EVENT OPERATION

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

Set Up: 8/8/24

Event: 8/9/24 TO 8/11/24

Dismantling: 8/11/24

15. Hours of the event:

Set Up: 8:00 AM TO 3:00 PM

Event: 10:00 AM TO 5:00 PM FRIDAY
8:00 AM TO 9:00 PM SATURDAY
8:00 AM TO 4:00 PM SUNDAY

Dismantling: 4:00 PM TO 6:00 PM SUNDAY

CITY MANAGER'S OFFICE

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

***If yes, please complete attached Raffle License Application**

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

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

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

BEER GARDEN SATURDAY

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

PUBLIC WORKS

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

If yes, please complete the attached Barricade Borrowing Application

30. Will the event require water? ☐ Yes ☒ No

Specify _____

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

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

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

Kenneth E. Arendt
Signature

January 3, 2024
Date

KENNETH E. ARENDT
Print Name

STAFF USE ONLY

Assigned City Department: _____

Assigned City Staff Liaison: _____

Meeting with Event Organizer Required: ☐ Yes ☐ No

City Council Approval Required: ☐ Yes ☐ No



01/30/2024

To Whom it May Concern,

We are the Cruisin' Tigers GTO and All Pontiac Club and we are holding our annual car event at the Crystal Lake Holiday Inn on Friday, August 9th to Sunday, August 11th, 2024. We are a Not-For-Profit organization and we donate all proceeds from the event to our charities.

We respectfully request a waiver of any determined police, fire and City fees for our event. We have security in place for the hours the show is not open.

We appreciate your consideration of this request and look forward to having our event in Crystal Lake for many years to come.

Sincerely,

Thomas L. Prendergast, President of the Cruisin' Tigers GTO and All Pontiac Club

CC: Sara Voegeli, svoegeli@crystallakehi.com

CC: Laurrie Fitzgerald, lfitzgerald@crystallake.org


EXTRA SHOW PARKING OR PARKING AS NEEDED
PAINTED LINE
SURF MEET
SPECTATOR PARKING
SHOW CARS
VENDOR SPACES
ACCESS RAMP
FEATURE CARS
2 WAY TRAFFIC LANE
CAR WASH
STEVE DQ
BRIAN JAX WAY
FOOD VENDOR
SHOW COMMITTEE PARKING
GOLD SPONSOR PARKING
BEANY TENT
PARKING ATTENDANT
SHOW WORKER PARKING
RV PARKING ONLY
CAR SHOW SIGN
MAIN ENTRANCE
YELLOW ZONE SPECTATORS CRUISE NIGHT AREA SEATING
TRAILER UNLOAD ONLY
EXIT SAT NIGHT
3D SOUND
BAND STAGE 12x32
PORTA P.
PETTING ZOO
TEMPORARY TRAILER PARKING UNTIL 6:00 PM FRIDAY
ALL PONTIAC SHOW CARS
HOLIDAY INN EMPLOYEE ENT.
NON SHOW GUEST ENTER
EXIT
CAR SHOW SIGN
ARNIE'S CRUISE JR
SPECTATOR PARKING AS NEEDED
PARKING ONLY

Agenda Item No: 9e

City Council
Agenda Supplement

Meeting Date: March 5, 2024

Item: Raue Center for the Arts - Crystal Lake Night Owl Bike Ride - Special Event Request, Saturday, August 3-4, 2024

Staff Recommendation: Motion to approve the Raue Center for the Arts application for a Special Event for the Crystal Lake Night Owl Bike Ride on August 3 through August 4, 2024 pursuant to recommended staff conditions.

Staff Contact: Elizabeth Maxwell, City Planner
Laurrie Fitzgerald, Support Services Coordinator

Background:
In an effort to promote bicycling as a viable transportation alternative in a unique and fun environment, the Raue Center for the Arts will be hosting the annual Crystal Lake Night Owl Bike Ride, an overnight bike ride through the City between Saturday, August 3, 2024 and Sunday, August 4, 2024. This year's event will begin at 10:00 p.m. and finish around 1:00 a.m. There is no rain date scheduled in case of inclement weather.

The proposed bike ride route is approximately 21 miles long. The route will be similar to previous years. The route makes use of many existing bike paths and bike routes throughout the City. The ride is open to riders of all ages, and has a limit of 300 riders.

The applicant is requesting use of the City Hall front parking lot for staging and start/end of the event. Entrances to the parking lot would remain open during the event. Participants will use the former public safety building parking lot at 121 W. Woodstock Street and the west end of the Alexander Commuter parking lot for parking during the event. Similar to previous years, City Hall will be open for access to restroom facilities.

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

1) The City will have flexibility in altering the course based on any concerns that may arise.
2) Participants shall obey all traffic laws.

3) The organizers will advise participants to ride in one lane and allow space for cars to pass in the other lane.
4) Amplified music will not be allowed in the City Hall parking lot in conjunction with the event.
5) Volunteers shall carry cellular phones or radios to contact 911 in case of an emergency. Volunteers are not to direct traffic.
6) This event will require two officers to direct traffic and race participants throughout City streets. Please contact Please contact Patrol Commander, Ryan Coutre at (815) 356-3733 to determine/arrange for police officers for assistance with this event. The applicant shall be responsible for paying for Crystal Lake Police Services.
7) All debris created by the event shall be cleaned up during and after the event.
8) Petitioner must adhere to the required City insurance provisions for the use of City-owned property and has provided a certificate of insurance naming the City as additional insured, and signed the required Indemnity/Hold Harmless agreement.
9) Tents and canopies used for an event must comply with the conditions on the attached Tent and Canopy handout.
10) A weather monitoring person is required during the event and an emergency plan shall be in place in the event of severe weather.
11) Promotional and informational banners and signage may need a limited duration sign permit issued from the Building Division.
    a. Please contact the Building Division regarding signage to be used in conjunction with the event.
    b. Ensure that all signage used for the event does not block the line of sight of vehicles exiting the parking lot.
12) In the case of inclement weather, an alternate date can be approved by the City Manager.

This event will require two officers to assist with the event. The Police Department estimates the chargeback fee for the police detail to be about $747.84. The applicant has paid for Police services during previous years' events.

The applicant has been made aware of these recommended conditions and advised to attend the March 5, 2024 City Council meeting to answer any questions.

Votes Required to Pass:
Simple majority vote.

CITY OF Crystal Lake ILLINOIS

SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

EVENT NAME Raue Center Night Owl

EVENT LOCATION Crystal lake - streets and bike path. Starting and ending at City Hall

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

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

GENERAL EVENT INFORMATION

1. TYPE OF EVENT (Check all that apply)

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

2. General Description/Purpose of the event:
This is a night time bike ride previously run by TLC that Raue Center For The Arts now runs. The ride will be on streets and trails throughout Crystal Lake, typically with escort by city police officers on bicycles and/or in vehicles. People start gathering at 8pm, and the ride leaves the parking lot at 10pm

3. Will the event require the use of City-owned property?	☑ Yes	☐ No
4. Is a Site Map/Route Map attached?	☐ Yes	☐ No
5. Is the event an annual/recurring event?	☑ Yes	☐ No
6. Will the event require a public street/sidewalk to be blocked or closed?	☐ Yes	☑ No
7. Will the event require use of a public parking lot?	☑ Yes	☐ No

8. Number of persons scheduled to monitor and work the event: 25+

9. Estimated attendance: 300

10. Is a "rain date" proposed? Y ☐ or N ☑ If yes, what is the rain date? _____

ORGANIZATION INFORMATION

11. ☑ Organization is registered with the State of Illinois as a Non-Profit Organization
12. Name of Event Manager: Meredith (Schaefer) Flowers
13. Contact Information for Event Manager:

Address: 104 Minnie St.
Crystal Lake, IL 60014

(Please check preferred means of contact)

Daytime phone: 815-356-9010 x117 ☐

Emergency phone: _____ ☐

Cell phone: [redacted] ☐

Email: mschaefer@rauecenter.org ☑

EVENT OPERATION

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

Set Up: August 3, 2024
Event: August 3, 2024
Dismantling: August 4, 2024

15. Hours of the event:

Set Up: Noon-8pm
Event: 8pm-Midnight
Dismantling: Midnight-1am

CITY MANAGER'S OFFICE

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

***If yes, please complete attached Raffle License Application**

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

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

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

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

_____

_____

_____

Please complete the attached Temporary Liquor License Application

COMMUNITY DEVELOPMENT

19. Will the event require tents or temporary structures? ☑ Yes ☐ No

20. What signs or advertising do you anticipate needing for the event?

    Temporary community event signs ☑ Yes ☐ No

    Temporary neighborhood event signs ☑ Yes ☐ No

    Directional signs ☑ Yes ☐ No

    Banner ☑ Yes ☐ No

21. Will food be served or sold at the event? ☐ Yes* ☑ No

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

22. Will the event include vendors selling products? ☑ Yes ☐ No

    Description of Products Bicycle equipment

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

    Name of Company _____
    Address _____
    Phone _____

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

    If yes, please specify the power requirements and plan for provision
    Outlet to run minimal tech equipment like laptops and POS machine. We'll have cords -
    Understand that past event was able to plug into outdoor City Hall outlets and hoping to do the same

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

25. Does this event require assistance from the Police Department? ☑ Yes ☐ No

26. Does this event require an on-site ambulance? ☐ Yes ☑ No

27. Will the event require sound amplification of any kind? ☑ Yes ☐ No

28. Please state what provisions have been made for first aid and emergency medical services, if any:
First aid will be available at start/finish and at the halfway point (Woodscreek). We have connected with the CL Park Dist and MCCD

PUBLIC WORKS

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

If yes, please complete the attached Barricade Borrowing Application

30. Will the event require water? ☑ Yes ☐ No

Specify We will need water available for riders at Woodscreek to fill water bottles

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

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

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

Meredith Flowers
Signature

2/1/24
Date

Meredith Flowers
Print Name

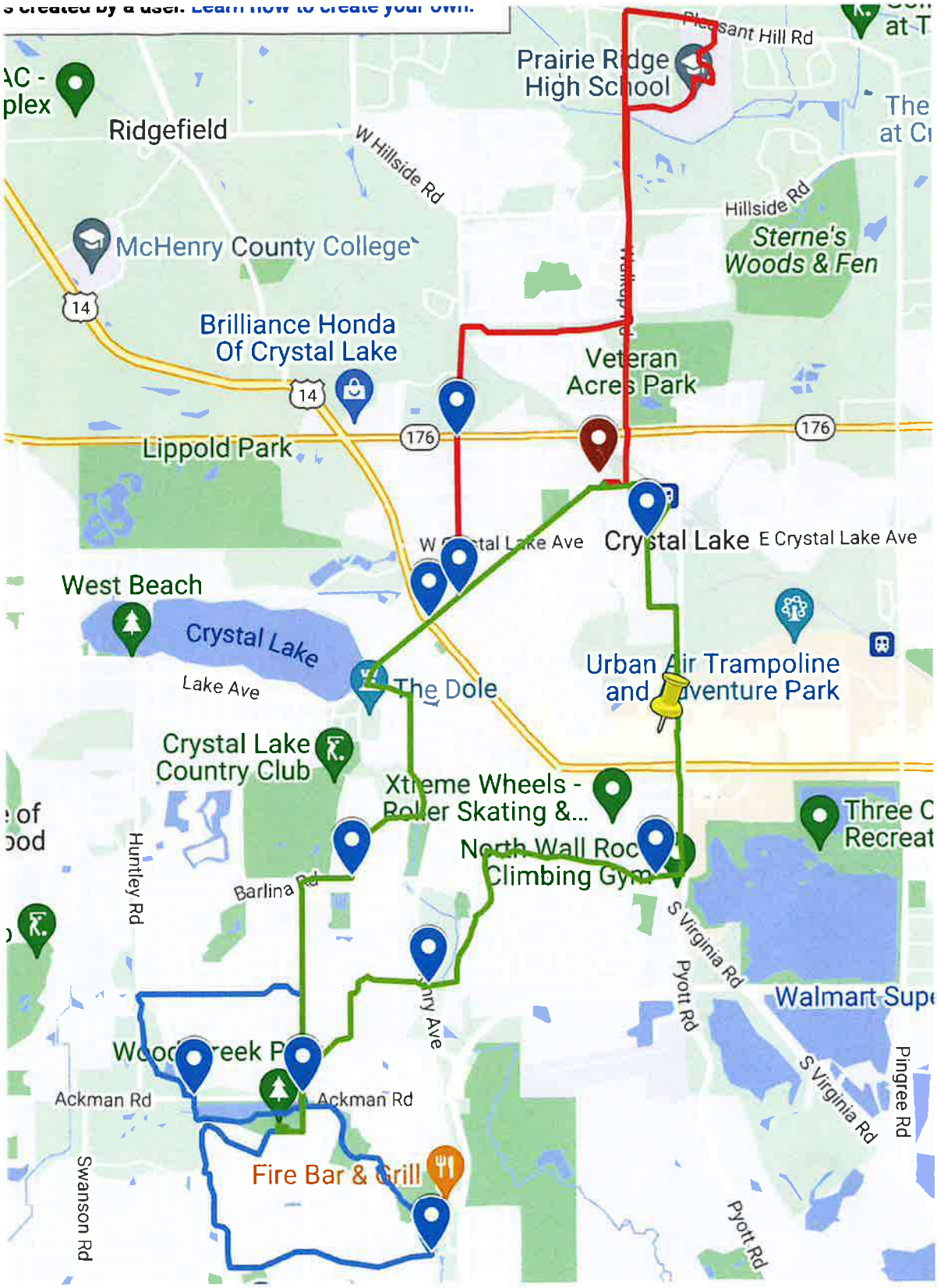
STAFF USE ONLY

Assigned City Department: _____

Assigned City Staff Liaison: _____

Meeting with Event Organizer Required: ☐ Yes ☐ No

City Council Approval Required: ☐ Yes ☐ No


Prairie Ridge High School
Pleasant Hill Rd
Ridgefield
W Hillside Rd
Hillside Rd
Sterne's Woods & Fen
McHenry County College
14
Brilliance Honda Of Crystal Lake
Veteran Acres Park
Lippold Park
176
Crystal Lake
E Crystal Lake Ave
West Beach
Crystal Lake
Lake Ave
The Dole
Urban Air Trampoline and Adventure Park
Crystal Lake Country Club
Xtreme Wheels - Roller Skating &...
Three C Recreat
Huntley Rd
Barlina Rd
S Virginia Rd
Pyott Rd
Walmart Supe
Ackman Rd
Pingree Rd
Swanson Rd
Fire Bar & Grill

Agenda Item No: 9f

City Council
Agenda Supplement

Meeting Date: March 5, 2024

Item: Board and Commission Appointments – Public Arts Commission

Mayor's Recommendation: Move to approve the nomination of Michael Littrell as at-large member of the Public Arts Commission for a term ending April 4, 2026

Contact: Haig Haleblian, Mayor

Background:
As the City Council is aware, the Public Arts Commission was adopted at the February 21, 2023 City Council meeting. The Commission consists of seven (7) voting members who are residents of the City of Crystal Lake, attend a school in Crystal Lake, or otherwise own a business in the City of Crystal Lake. The Downtown Crystal Lake/Main Street organization and the Historical Society each have one member that serves on the Commission, and the remaining five member seats are composed of members of the public. The members are subject to the approval by a majority vote of the Mayor and City Council of the City of Crystal Lake.

In February, a Commission member of the public resigned. Therefore, the Commission has an open spot to be filled by a member of the public. The City received an application from Michael Littrell to be considered for the Commission. Mr. Littrell is a Crystal Lake resident of 25 years, and a Crystal Lake Business Owner (CIDEAS, Inc.) for 13 years.

Votes Required to Pass: Simple majority.

City of Crystal Lake
Public Arts Commission Application

Applicant Information

Name Michael (Mike) Littrell

Address: _____
(Street) (City) (Zip)

Telephone (Home): _____ Telephone (Work): 847-639-1000

e-mail: mke@buildparts.com

Please select the option or options below that apply to you.

[X] Crystal Lake Resident. Please provide the number of years living in Crystal Lake: 25 years

[X] Crystal Lake Business Owner. Please provide the number of years in business: 26 years (13 in CL)

[ ] Attending School in Crystal Lake. Please provide the name of the school: _____

Please describe your *training* and *education* that would make you an asset to this Commission.

I Graduated From American Academy of Art 1993, Freelance Graphic Design 5 years mixed with Web development and IT.

Founded Advanced Manufacturing / 3D Printing Company CIDEAS INC. (buildparts.com) in '98. Project management and Business owner 26 years.

Please describe your *experience* that would make you an asset to this Commission.

I've worked with a number of Artists since 1994. Most recently a 6th commision to build 25ft Iceburg sculpture for artist Inigo Manglano Ovalle.

My experience in 3D Manufacturing, working with dozens of fine artists and thousands of engineers may benefit production feasibility

Please describe why you are interested in serving on this Commission.

We love our community and have called it home for over 25 years. Our company has been a sponsor for Lions Club CL for over a decade

We also donate to local STEM programs in our district and have participated in other charity events locally.

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

Signed: _____ Date: 2-24-2024

Please submit your completed application via email to Nick Hammonds, Assistant City Manager, at nhammonds@crystallake.org.

Agenda Item No: 10

City Council
Agenda Supplement

Meeting Date: March 5, 2024

Item: City Code Amendment to Increase the Number of Class 13 Liquor Licenses – Applicant: Casey's Retail Company, d/b/a Casey's #3983, 4220 Northwest Highway

Staff Recommendation: Motion to adopt an Ordinance increasing the number of Class 13 liquor licenses from the currently permitted 36 license to 37 licenses, in order to allow for the issuance of a new Class 13 liquor license to Casey's Retail Company, d/b/a Casey's #3983, 4220 Northwest Highway

Staff Contact: Nick Hammonds, City Manager
Melanie Nebel, Executive Assistant

Background:
Casey's Retail Company, d/b/a Casey's #3983, opening at 4220 Northwest Highway, has requested a Class 13 liquor license to sell packaged alcohol at their new location.

Class 13 license authorizes the sale of alcoholic liquors on the premises specified in the license in packages only but not for consumption on the premises where sold between the hours of 7:00 a.m. and 1:00 a.m. Monday, Tuesday, Wednesday, Thursday, Friday and 7:00 a.m. Saturday and 2:00 am. Sunday and 7:00 a.m. Sunday and 2:00 a.m. Monday. A Class B type restaurant may be located on the premises. The annual fee for such a license shall be $625.

Current Class 13 License Holders:

Name	Address	Zoning
7-Eleven	60 W. Terra Cotta (Northside Center)	"O PUD"
7-Eleven	1024 McHenry Ave.	"B-1 PUD"
7-Eleven	6225 Northwest Highway	"B-1 PUD"
Casey's	1095 Pyott Road	"B-2 PUD"
Casey's General Stores	639 E. Terra Cotta Ave.	"B-2"
Circle K	220 W. Virginia	"B-2"
Circle K	280 N. Route 31	"B-2 PUD"
Circle K	681 W. Terra Cotta	"B-2"
Convenient Liquor & Wine	201 E. Virginia	"B-2"
Cost Plus World Market	6000 Northwest Highway (Crystal Point)	"B-2 PUD"

Crystal Lake BP	281 W. Virginia Street	"B-2"
Crystal Lake Food & Liquor	540 E. Terra Cotta Avenue	"B-2 PUD"
Crystal Lake Gas (Marathon)	770 S. Virginia Road	"B-2"
Crystal Lake Amoco	339 W. Virginia	"B-2"
CVS Pharmacy	1305 Randall Road	"B-2 PUD"
CVS Pharmacy	177 W. Virginia	"B-2"
Fresh Market	6000 Northwest Highway	"B-2 PUD"
Fresh Thyme Farmer's Market	5340 Northwest Highway	"B-2 PUD"
Nick's General Store/Yoga on Lake	1309 North Avenue	"R-2"
LaRosita of Mesos Group, Inc.	230 W Virginia Street, Unit 100	"B-4"
Midwest Petroleum Dev.	7615 U.S. Route 14 (by McDonald's)	"B-2"
Mobil Mart	250 N. Route 31	
Murphy's Oil	985 Central Park Drive	"B-2 PUD"
Oak Street Food & Liquor	256 N. Oak Street	"B-1"
Off The Vine	129 N. Main Street	"B-4"
Omni Petroleum (Mobil CL)	451 W. Virginia Street	
Baard Gas Station/Shell #801	4811 Northwest Highway	"B-2"
Osco Drug	6140 Northwest Highway (The Commons S.C.)	"B-2 PUD"
Phillips 66	415 W. Virginia Street	
RJ Pantry & Liquor	19 E. Berkshire Drive	"B-1 PUD"
Sam's Club	5670 Northwest Highway	"B-2 PUD"
Target	5580 Northwest Highway	"B-2 PUD"
Thorntons LLC	911 Tek Drive	
Walgreens	151 W. Northwest Highway	"B-2"
Walgreens	315 N. Route 31	"B-2 PUD"
Wal-Mart	1205 Route 31	"B-2 PUD"

The applicant has submitted all of the necessary paperwork. There are no zoning issues with the request.

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

- Successful Completion of Background Check
- Payment of License Fee
- Certificate of Occupancy

The attached Ordinance approves an increase in the number of Class 13 liquor licenses in order to allow the creation the issuance of a new Class 13 liquor license to Casey's Retail Company, d/b/a Casey's #3983, 4220 Northwest Highway.

Votes Required to Pass:
Simple majority

Ord. No.
File No. 255 L

The City of Crystal Lake

AN ORDINANCE AMENDING THE CODE OF THE CITY OF CRYSTAL LAKE

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

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

1. Class 13 License shall be increased from 36 to 37.

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

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

DATED at Crystal Lake, Illinois, this 5th day of March 2024.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: March 5, 2024
APPROVED: March 5, 2024

Draft

TO: City of Crystal Lake, Mayor, and City Council

FROM: Jessica Fisher-Comstock, Legal - Licensing Paralegal

RE: New Locations Casey's #3983 – Application for Liquor License

To Whom It May Concern,

I am writing to you regarding our Casey's location at 4220 Northwest Hwy., Crystal Lake, IL 60014.

This new location is slated to open April 18th.

We are requesting your approval of a new liquor license, issued to Casey's Retail Company DBA Casey's #3983.

Please contact me should you have any further questions.

Sincerely,

Jessica Fisher-Comstock
Legal - Licensing Paralegal
Jessica.fisher@caseys.com
515-446-6404

LL24-000001
Liquor License

Applicant Name	JESSICA FISHER-COMSTOCK
Applicant Email	LICENSINGTEAM@CASEYS.COM
Applicant Address	ONE SE CONVENIENCE BLVD ANKENY IA 50021
Applicant Company Name	CASEY'S RETAIL COMPANY
Applicant Company Address	ONE SE CONVENIENCE BLVD. ANKENY IA 50021
Applicant Home Phone	
Applicant Cell Phone	
Applicant Work Phone	
Application Type	New
License Classification	Class 13
Do you have a Class 28 Supplemental Liquor License	No
Legal Name	CASEY'S RETAIL COMPANY
DBA	CASEY'S #3983
Phone Number	7792602180
Contact Person Name	JESSICA FISHER-COMSTOCK
Contact Person Email	LicensingTeam@caseys.com
Contact Person Address	One SE Convenience Blvd Ankeny IA 50021
Contact Person Company Name	Casey's Retail Company
Contact Person Company Address	One SE Convenience Blvd Ankeny IA 50021
Contact Person Home Phone	
Contact Person Cell Phone	
Contact Person Work Phone	(515) 446-6404
Manager Name	RHONDA ALLEN
Manager Email	
Manager Address	457 S. ALFRED AVE ELGIN IL 60123
Manager Company Name	CASEY'S #3983
Manager Company Address	4220 NORTHWEST HWY CRYSTAL LAKE IL 60014
Manager Home Phone	
Manager Cell Phone	
Manager Work Phone	(779) 260-2180
Manager Status	Current Manager
Citizenship	Yes

Officer Full Name and Title	STEPHEN BRAMLAGE
Home Address	1613 NW SEASONS DR., ANKENY, IA 50023
Does this officer have a middle initial?	1
Date of Birth	[redacted]
Phone Number	515-446-6404
Email	LICENSINGTEAM@CASEYS.COM
Officer Full Name and Title	KORY ROSS
Citizenship	Yes
Does this officer have a middle initial?	1
Home Address	809 80TH ST., WEST DES MOINES, IA 50266
Date of Birth	[redacted]
Phone Number	515-446-6404
Email	LICENSINGTEAM@caseys.com
Officer Full Name and Title	DOUGLAS BEECH
Citizenship	Yes
Does this officer have a middle initial?	1
Home Address	729 NE BROOK HAVEN DR
Date of Birth	[redacted]
Phone Number	515-446-6404
Email	LICENSINGTEAM@CASEYS.COM
Is this for a new construction?	Yes
Own or Lease	Own
Has applicant made application for a similar license for premises other than described in this application?	Yes
Has a previous license by any state or subdivision, or the federal government been revoked?	No
Has applicant (including any partners, directors, or officers), ever been convicted of a felony under any Federal or State law and would be disqualified to receive a license by reason of any matter or	No

Does the applicant agree not to allow gambling devices or gambling on the premises? (Except for those license holders that hold a supplemental Class 28 Liquor License)	Yes
The applicant will not violate any of the laws of the State of Illinois, of the United States, or any ordinance of the City in the conduct of his place of business.	No
The applicant authorizes the establishment manager to accept all notices, including notices of violations or notices of hearings, on applicant's behalf.	1
Each licensee at all times have available for inspection by the City on the licensed premises, a copy of the current certification of completion of BASSET training, issued by a BASSET training provide	1
No licensee, manager of other employee of an establishment covered under the provisions of this chapter shall serve, vend or check identification unless such a licensee, manager or other employee poss	1
Employees hired by licensed establishments will obtain BASSET certification issued by a BASSET training provider, licensed by the Illinois Liquor Control Commission, within 90 days of their employment	1
Applicant lives (select one)	in Crystal Lake
Liquor Liability Insurance Expiration	05/01/2024
Is your Surety Bond Continuous?	Yes
Check this box to confirm above statement	1
Payment Type	Full Amount

Background Request Letter: Officer Fingerprints.pdf
Background Request Letter: Casey's Retail Co 10-8-21 home add DOB POB phone percent OWNED.doc
Certificate of Occupancy with the City of Crystal Lake: Info Page for City.pdf
Letter to the Mayor and City Council requesting approval of the issuance of a Liquor License to applicant: #3983 Letter to Mayor.docx
Owner / Registered Agent Signature: signature.png
Partner / Manager Signature: signature.png
Proof of Liquor Liability Insurance: Ins. Certificates.pdf
Surety Bond ($1000 payable to City of Crystal Lake): Bond K41810853.pdf
Upload Certificate of Occupancy Click Here for form: Warranty Deed (Crystal Lake IL) 10.16.2023.pdf
Upload signed affidavit Click Here for form: #3983 Liquor License Affidavit Fillable.pdf

AFFIDAVIT

STATE OF IOWA)
) **SS**
COUNTY OF POLK)

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

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

Please sign below:

STEPHEN P. BRAMLAGE, FOR CASEY'S RETAIL COMPANY — PRESIDENT
Printed Full Name — Title

02/01/2024
Applicant Signature — Date

DOUGLAS M. BEECH, FOR CASEY'S RETAIL COMPANY — ASSISTANT SECRETARY
Printed Full Name — Title

Douglas M. Beech — 02/01/2024
Applicant Signature — Date

Subscribed and sworn to before me this

1st day of February, 2024.

Notary Public

My commission expires: 9/1/2025

(SEAL)

JESSICA LYNN FISHER-COMSTOCK
Commission Number 842068
My Commission Expires
September 01, 2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/24/2024

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

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

PRODUCER MARSH USA, LLC. 3031 N. Rocky Point Drive West, Suite 700 Tampa, FL 33607 CN102681762--GAWU-23-24	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Casey's General Stores, Inc. 1 SE Convenience Blvd. Ankeny, IA 50021	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** ACE American Insurance Company — 22667 **INSURER B :** N/A — N/A **INSURER C :** N/A — N/A **INSURER D :** ACE Property & Casualty Insurance Company — 20699 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** ATL-005538163-04 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X $1,000,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			XSL-G47302328	07/01/2023	05/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 1,000,000 5,000,000 5,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ISA-H10695107	07/01/2023	05/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductible	$ $ $ $ $	5,000,000 2,000,000
D	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 25,000			XEUG72528207-003	07/01/2023	05/01/2024	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SCF-C50671070 (WI) WLR-C50670934 (AOS)	07/01/2023 07/01/2023	05/01/2024 05/01/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000
A	Liquor Liability			XSL-G47302328	07/01/2023	05/01/2024	Each Occurrence Aggregate		1,000,000 1,000,000

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

RE: #3539 Crystal Lake, IL Liquor

Liquor liability coverage is continuous until cancelled.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

Marsh USA LLC

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AGENCY CUSTOMER ID: CN102681762

LOC #: Tampa

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
MARSH USA, LLC.		Casey's General Stores, Inc. 1 SE Convenience Blvd. Ankeny,IA 50021
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Casey's #3539
639 E Terra Cotta Ave
Crystal Lake, IL 60014

Casey's #3983
4220 Northwest HWY
Crystal Lake, IL 60014

Casey's #6907
1095 Pyott Road
Crystal Lake, IL 60014

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BOND
(License or Permit - Continuous)

Bond No. K41810853

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Casey's Retail Company as Principal, and Federal Insurance Company, a corporation duly incorporated under the laws of the State of Indiana and authorized to do business in the State of Illinois, as Surety, are held and firmly bound unto City of Crystal Lake, as Obligee, in the penal sum of One Thousand & 00/100 ($1,000.00) Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a license or permit for Liquor - Malt Beverage.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully comply with all applicable laws, statutes, ordinances, rules or regulations, pertaining to the license or permit issued, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond shall become effective on February 1, 2024.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability hereunder as to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the Obligee.

SIGNED, SEALED AND DATED this January 29, 2024.

Casey's Retail Company

By: _____
Principal

Federal Insurance Company

By: Bianca M. Phillips
Bianca M. Phillips — Attorney-in-fact

S-2151A (6/10)

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint

Bianca M. Phillips

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **10th** day of **March, 2020.**

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this **10th** day of **March, 2020** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this January 29, 2024

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Agenda Item No: 11

City Council
Agenda Supplement

Meeting Date: March 5, 2024

Item: City Code Amendment to increase the Number of Class 28 Liquor Licenses and to increase the Number of Video Gaming Licenses - Applicant: Rookies 7 - Crystal Lake Inc., d/b/a Rookies All American Sports Pub & Grill, 72 North Williams Street

Staff Recommendation:

1. Motion to adopt an Ordinance increasing the number of Class 28 Liquor Licenses from the current permitted 20 licenses to 21 licenses.

2. Motion to adopt an Ordinance increasing the number of Video Gaming Licenses from the current permitted 20 licenses to 21 licenses.

Staff Contact: Nick Hammonds, Assistant City Manager
Melanie Nebel, Executive Assistant

Background:

Chapter 268 of the City Code establishes the regulations for video gaming in the City of Crystal Lake. Per the City Code, when an applicant desires to offer video gaming at its establishment, it must receive both a supplemental liquor license and a video gaming license. The City Council evaluates whether the number of supplemental liquor licenses should be increased. Following this consideration, the Mayor grants the supplemental liquor license. Similarly, the City Council also evaluates whether the number of video gaming licenses should be increased. Following this consideration, the City Manager grants the actual video gaming license.

The City has received a request from Rookies 7 - Crystal Lake Inc., d/b/a Rookies All American Sports Pub & Grill, 72 North Williams Street, for the issuance of a Class 28 Supplemental Liquor License and a Video Gaming License. The petitioner is requesting the supplemental Class 28 license in order to operate six video game machines in their establishment.

Section 329-5-AB of the City Code permits the issuance of a Class 28 liquor license, which authorizes the retail sale of alcoholic liquors, for consumption on the premises, at a bar or restaurant, as defined by § 268-3 of the City Code, to an applicant which possesses a valid video gaming location license issued by the Illinois Gaming Board and which also holds, for a period of not less than one year, a current and valid liquor license to sell alcoholic liquor at such bar or restaurant.

It is important to note the one-year requirement set forth in this subsection does not apply to an owner when each of the following conditions are met: 1) for a period of not less than six months prior to filing of an application for a video gaming license, the owner has operated a full-service restaurant within the premises for which a video gaming license is to be issued, and has held, during that period, a valid and current liquor license for such premises, issued pursuant to Chapter 329 of this Code; and 2) the most recent occupant of the premises prior to the owner was a video gaming licensed establishment operated as a full-service restaurant. In this case, Moretti's, the full-service restaurant located at this location prior to Rookies, had a video gaming license. If approved, six terminals would be located in the same gaming area utilized by Moretti's.

Application Review

City staff has reviewed the application from Rookies 7 - Crystal Lake Inc., d/b/a Rookies All American Sports Pub & Grill, 72 North Williams Street, and compared it to the City Code requirements. City staff has reviewed the application for completeness and determined that it meets all of the necessary conditions. The below table depicts the applicant's compliance with the City Code requirements:

Requirement	City Code Section	Compliance Status
The establishment is an eligible bar or restaurant.	268-3 Definitions	**Yes**. Restaurant
The establishment has held a liquor license for at least 6 months.	268-3 Definitions	**Yes**. The establishment has held a Class "9" Liquor License since March 2023.
Applicant submitted necessary documents, including site plan.	268-3 (C)	**Yes.**
Applicant has a State Video Gaming License.	268-3 (C)	**Yes. License #230701030 Approved 2/08/2024**
Applicant will be using a licensed video game terminal operator.	268-3 (C)	**Yes. Pocket Aces Gaming, Inc.**
The establishment is outside of the 100-foot radius of any church or school in the vicinity.	State of Illinois Requirement	**Yes**.
Location screening and supervision	268-3 (K)	**Yes.**
Signage	268-3 (N)	**Yes**. The terminals will not be visible from the street, screening to be installed. There is no advertising of the availability of video gaming on the outside of the building.

Applicant will be using an approved video surveillance system.	268-3 (O)	**Yes.** The terminal operator has provided video surveillance system specifications.
Video Gaming is incidental to establishment's business.	268-3 (P)	**Yes.**

Site Plan Review

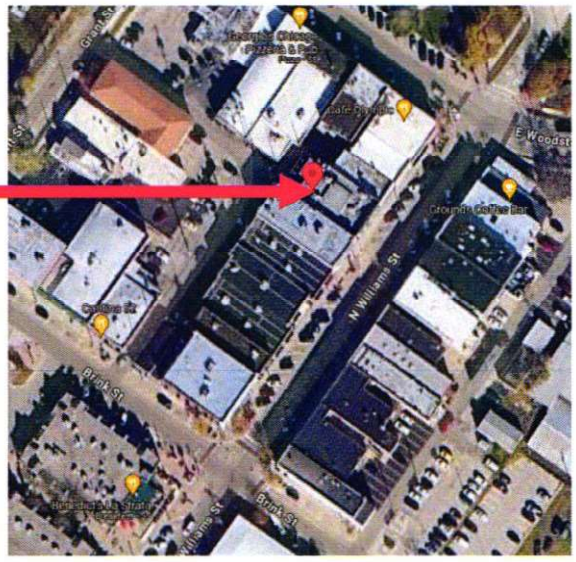
The site plan depicts the petitioner's proposed gaming area, with six video gaming terminals. The proposed gaming area is a room off of the dining area, across from the bar, and will be limited to patrons over the age of 21. There will be no dining services in the gaming area and the games cannot be seen from outside the establishment. City staff recommends approval of the suggested site plan. The petitioner has been notified to attend the meeting to address any questions regarding the request.

Votes Required to Pass:

Simple majority

Property in Question:

PIQ



Proposed Site Plan: See Attached Drawing.

Proposed Video Gaming Area Location:

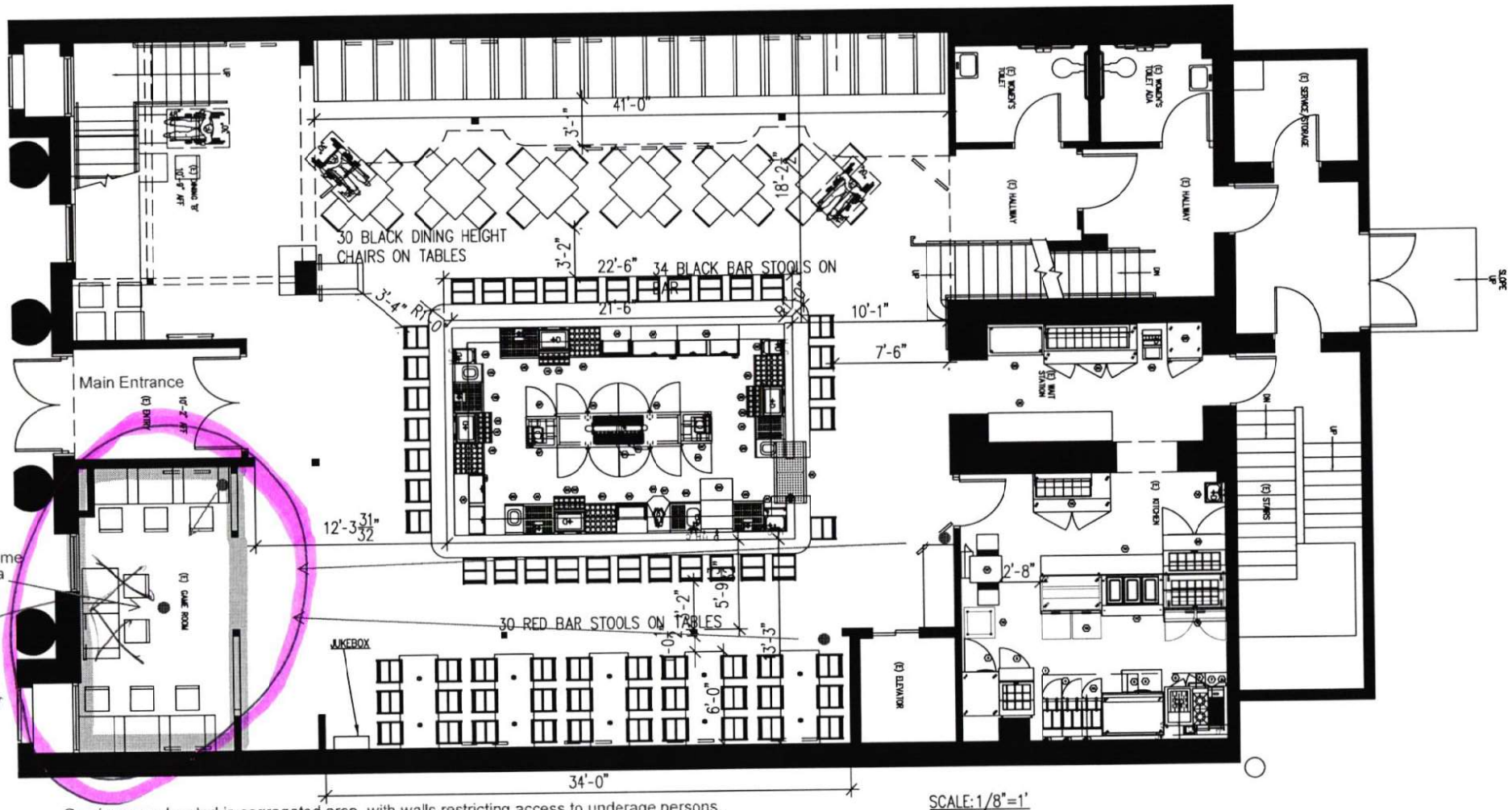


Proposed Game Location, Windows will be screened from outside. Screened Area (view from bar)

Bar & Dining Areas







Gaming room located in segregated area, with walls restricting access to underage persons.
Gaming room entrance will be in constant view of bartender/host to restrict access to underage persons.

- Video Surveillance with site lines to gaming area/entrance

February 14, 2024

To the City of Crystal Lake,

Rookies 7-Crystal Lake, DBA, Rookies All American Sports Pub and Grill, is formally requesting acceptance of the attached Video Gaming License Application within the Village of Crystal Lake.

We are a full-service restaurant, where patrons under the age of 21 are permitted on premises. However, access will be restricted to the gaming area to individuals under the age of 21. The attached site plan will describe the location of the Video Gaming Terminals and the manner in which access will be restricted to individuals under the age of 21.

The Video Gaming Terminals will be supplied by Licensed Terminal Operator, Pocket Aces Gaming, Inc. The Terminals that will be operated are described in the exhibits and are approved models under the Video Gaming Act, set forth by the Illinois Gaming Board.

If Additional information is needed, please contact,

Harry (Bob) Karas [redacted]

Sincerely,

Harry (Bob) Karas

■ (New Applicant)
☐ (Renewal)

FOR OFFICE USE:
Date Received: _____
$100 License fee paid: _____

Application for a Video Gaming Supplemental Liquor License
Class 28

Business Information:

Business Name: Rookies 7-Crystal Lake, Inc.	Phone #: 815-893-2030
Street Address: 72 N Williams St Crystal Lake, IL 60014	Fax #: 815-893-2021

Applicant Information
(Establishment Owner)

Name:	Harry Bob Karas
DOB: [redacted]	Age: 54
Street Address: 683 Oak Ln	Phone #: [redacted]
City, State, Zip: South Elgin, IL 60177	Email: [redacted]

Applicant Information
(If additional owner information)

Name:	Despina Karas
DOB: [redacted]	Age: 47
Street Address: 3462 Gallant Fox Dr	Phone #: [redacted]
City, State, Zip: Elgin, IL 60124	Email: [redacted]

Contact Person
(If different than the Establishment Owner)

Contact Name:	Phone #:
Address:	Email:

Please Circle One

~~Yes~~ No Have you applied for a Crystal Lake Video Gaming License?

~~Yes~~ No Have you held a Crystal Lake liquor license for at least 12 months?

License #: 2023-127

~~Yes~~ No Do you have a license from the Illinois Gaming Board to operate video gaming terminals at your establishment?

License #: 230701030

~~Yes~~ No Does your establishment have a separate bar area for the purchase of alcohol?

~~Yes~~ No Will all video gaming terminals be located in an area restricted to individuals 21 years of age or older?

~~Yes~~ No Will the video game terminals be screened from view from individuals less than 21 years of age?

Please sign below:

Name	Title	Date
	President	02/15/2024
	Vice President	02/15/2024

■ (New Applicant)
☐ (Renewal)

FOR OFFICE USE:
Date Received: _____
$100 License fee paid: _____

Application for a Video Gaming Supplemental Liquor License
Class 28

Business Information:

Business Name: Rookies 7-Crystal Lake, Inc.	Phone #: 815-893-2030
Street Address: 72 N Williams St Crystal Lake, IL 60014	Fax #: 815-893-2021

Applicant Information
(Establishment Owner)

Name:	John G Alimissis
DOB: [redacted]	Age: 48
Street Address: 1733 Pin Oak Ln	Phone #: [redacted]
City, State, Zip: Elgin, IL 60120	Email: [redacted]

Applicant Information
(If additional owner information)

Name:	Ermer Jashari
DOB: [redacted]	Age:
Street Address: 714 Medsord Dr	Phone #: [redacted]
City, State, Zip: South Elgin, IL 60177	Email: [redacted]

Contact Person
(If different than the Establishment Owner)

Contact Name: Harry Bob Karas	Phone #: [redacted]
Address: 683 Oak Ln, South Elgin, IL 60177	Email: [redacted]

Please Circle One

Yes No Have you applied for a Crystal Lake Video Gaming License?

Yes No Have you held a Crystal Lake liquor license for at least 12 months?
License #: 2023-127

Yes No Do you have a license from the Illinois Gaming Board to operate video gaming terminals at your establishment?
License #: 230701030

Yes No Does your establishment have a separate bar area for the purchase of alcohol?

Yes No Will all video gaming terminals be located in an area restricted to individuals 21 years of age or older?

Yes No Will the video game terminals be screened from view from individuals less than 21 years of age?

Please sign below:

	Secretary	02/15/2024
Name	Title	Date
	Treasurer	02/15/20224
Name	Title	Date

STATE OF ILLINOIS

ILLINOIS GAMING BOARD

VIDEO GAMING ESTABLISHMENT LICENSE

Rookies 7-Crystal Lake, Inc. - 230701030
d/b/a Rookies All American Sports Pub and Grill
72 N Williams St
Crystal Lake, IL 60014

License No:	230701030
Date Issued:	02/08/2024
Expiration Date:	02/2026

This certifies that the entity listed above is hereby issued a Video Gaming Establishment License as authorized by Illinois Gaming Board Adopted Rules. All Video Gaming Establishment licensees are subject to, and must abide by, all provisions of the Video Gaming Act and Illinois Gaming Board Rules, including but not limited to 11 Illinois Administrative Code Sections 1800.250(e) and 1800.420(b).

Marcus D. Fruchter
Administrator

ILLINOIS GAMING BOARD

JB Pritzker • *Governor* Charles Schmadeke • *Chairman* Marcus D. Fruchter • *Administrator*

160 North LaSalle ♠ Suite 300 ♣ Chicago, Illinois 60601 ♥ tel 312/814-4700 ♦ fax 312/814-4602

February 14, 2024

Rookies 7-Crystal Lake, Inc. - 230701030
d/b/a Rookies All American Sports Pub and Grill
72 N Williams St
Crystal Lake, IL 60014
Via email: hbkaras@gmail.com

Re: Video Gaming Establishment Annual License Certificate

On February 08, 2024, the Illinois Gaming Board adopted a motion to grant Rookies 7-Crystal Lake, Inc., d/b/a Rookies All American Sports Pub and Grill, a Video Gaming Establishment License effective for a period of two (2) years expiring in February 2026. We have received your $100.00 annual license fee. Your license certificate is enclosed.

Although you have been granted this license, you are not eligible to conduct video gaming until you complete the following (some of which may already have been completed by your location):

- You must have entered into a written use agreement, which complies with Section 320 of the Board's Video Gaming Rules, with a Licensed Terminal Operator; and
- The placement of Video Gaming Terminals in your location must adhere to Section 58 of the Video Gaming Act and Sections 270 and 810 of the Board's Video Gaming Rules.

Please note, you are required to display your license certificate at your establishment. As a licensee, you have a continuing duty to promptly disclose all changes in information provided in your application, including any ownership changes; Video Gaming Manager changes; and arrests or criminal charges, regardless of the outcome.

Sincerely,

Marcus D. Fruchter
Administrator

CITY OF CRYSTAL LAKE

Application:
Video Gaming License and Terminal Permit

Required Submittals

- ☑ **Video Game Permit Application Fee ($1,000)**
- ☑ **Video Game Permit Terminal Fee ($500 per terminal)**
- ☑ **Copy of license application, and all supporting documents that were submitted to the Illinois Video Gaming Board.**
- ☑ **Copy of approved Video Gaming License from the State of Illinois**
- ☑ **Description of video gaming terminal to be operated.**
- ☑ **Site plan indicating the location of the video gaming terminal. (Terminals must be located in the most segregated area of the establishment.) If persons under the age of 21 will be allowed on the premises, the site plan must depict the manner in which access to the video gaming area will be restricted.**
- ☑ **Locations and specifications of video surveillance system.**
- ☑ **Copy of signed agreement with the terminal operator.**

■ (New Applicant)
☐ (Renewal)

Date: 02/14/2024

Application for a Video Gaming License and Terminal Permit Application

Application is hereby made to the City of Crystal Lake for the issuance of a non-transferable Video Gaming license, pursuant to the ordinances of the City of Crystal Lake and the laws of the State of Illinois. In support of said application, the undersigned being duly sworn, does state the following:

Location of business at which the video gaming terminals will be placed:

Business Name: Rookies 7-Crystal Lake, Inc.	Phone #: 815-893-2030
Street Address: 72 N Williams St Crystal Lake, IL 60014	Fax #: 815-893-2021

Applicant Information
(Establishment Owner)

Name:	Harry Bob Karas
DOB: [redacted]	Age: 54
Street Address: 683 Oak Ln	Phone #: [redacted]
City, State, Zip: South Elgin, IL 60177	Email [redacted]

Applicant Information
(If additional owner information)

Name:	Despina Karas
DOB: [redacted]	Age: 47
Street Address: 3462 Gallant Fox Dr	Phone #: [redacted]
City, State, Zip: Elgin, IL 60124	Email [redacted]

Contact Person

(If different than the Establishment Owner)

Contact Name:	Phone #:
Address:	Email:

Video Gaming Terminal Operator Information

Company Name: Pocket Aces Gaming, Inc	Phone #: 847-656-3838
Street Address: 4553 Prime Pkwy	Fax #:
City, State, Zip: Mchenry, IL 60050	Email: Phil@pocketacesgaming.com
Contact Name: Phil D'Angelo	Mobile #: 847-275-5085

Terminal Information

Illinois Gaming Board Terminal License Number	Serial Number for each Terminal
1. TBD	1. TBD
2. TBD	2. TBD
3. TBD	3. TBD

Check all that applies to the location in which video gaming terminals will be placed:

	✓
Bar	
Restaurant	X
Will individuals under the age of 21 be allowed in the business premises?	Yes

BOTH APPLICATION, AFFIDAVIT AND INDEMNIFICATION AGREEMENT MUST BE SIGNED AS FOLLOWS:

- ☐ Sole Proprietorship- By Owner
- ☐ Partnership- By both Owners
- ■ Corporation- By President and Secretary
- ☐ LLC- By President and Secretary

VERIFICATION:

- Has applicant held a Crystal Lake Liquor license for at least 12 months prior to the submittal of this application? **YES** (✓) **NO ( )** (If yes, local and State license number, date, location of premises and disposition of application)

  IL Liq # 1A-11-53457, Crystal Lake Liq # 2023-127

- Has applicant made application for a similar license for premises other than described in this application? **YES** (✓) **NO ( )** (If yes, state date, location of premises and disposition of application)

  Exhibit Attached

- Has a previous license/permit by any state or subdivision, or the federal government been revoked? **YES ( )** **NO** (✓) (If yes, state reasons & date of revocation.)

- Has applicant (including any partners, directors, or officers), ever been convicted of a felony under any Federal or State law and would be disqualified to receive a license by reason of any matter or thing contained in this Section, laws of this State or the ordinances of this City? **YES ( )** **NO** (✓)

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

Please sign below:

Harry Bob Karas — President
Full Name — Title

Applicant Signature — 02/15/2024
Date

Despina Karas — Vice President
Full Name — Title

Applicant Signature — 02/15/2024
Date

AGREEMENT

The, undersigned, on behalf of the applicant, has read and agrees to abide by the terms and conditions of the City of Crystal City Code. The undersigned further agrees to indemnify the City of Crystal Lake, and its appointed and elected officials and employees (collectively, the "Indemnitees") from and against any suits, claims or causes of action (collectively, "Claims") brought by or behalf of the applicant or by any owner, shareholder, member, officer, partner or employee of the applicant, which seeks to challenge the validity of any provision of Section 268-3 of the City of Crystal Lake City Code. Such indemnification obligation shall include indemnification of the Indemnitees from and against all damages, costs of litigation and reasonable attorneys fees incurred by or on behalf of said Indemnitees in connection with the Claims.

Harry Bob Karas — President
Full Name — Title

Applicant Signature — 02/15/2024
Date

Despina Karas — Vice President
Full Name — Title

Applicant Signature — 02/15/2024
Date

SURVEILLANCE CAMERA CONDITIONS

All Licensed Establishments shall be equipped with video surveillance equipment capable of recording clear continuous video of the area in which the Video Gaming Terminals are located. Video Surveillance shall meet the following standards:

1) The video surveillance cameras shall be digital in nature (digital video recorder) and shall be of sufficient number, type, placement and location to view and record all activity in front of and within 15 feet of either side of the video gaming area; and
2) The video surveillance cameras shall be sufficiently light sensitive and provide sufficient image resolution (supported by additional lighting if necessary) to produce easily discernible images recorded at all times; and
3) The video surveillance cameras shall record at a minimum speed of fifteen frames per second; and
4) The video surveillance camera image shall be capable of being viewed through use of appropriate technology, including but not limited to a computer screen or closed circuit television monitor; and
5) The video surveillance camera system shall be capable of transferring the recorded images to portable format of media, including but not limited to compact disc, digital video disc or USB thumb drive; and
6) The video surveillance cameras shall not have an audio capability or such audio recording ability shall be disabled at the camera or digital video recorder level; and
7) The video surveillance cameras shall be maintained in good working condition; and
8) The video surveillance cameras shall be in operation and recording continuously, twenty –four hours per day; and
9) In the event of a power loss, the video surveillance camera system shall be powered by a backup power supply so that there is no period of time that the video gaming area is not being recorded; and
10) The recordings made by video surveillance cameras installed and maintained pursuant to this ordinance shall be indexed by dates and times and preserved for a minimum of thirty (30) days so that they may be made available to the liquor commissioner, the police department and other governmental agencies in furtherance of a criminal investigation or a civil or administrative enforcement investigation, prosecution or hearing.

Applicant hereby agrees to these conditions: _____ **Date:** 02/15/2024

Applicant hereby agrees to these conditions: _____ **Date:** 02/15/2024

AFFIDAVIT

STATE OF IL)
) SS
COUNTY OF McHenry)

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

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

Please sign below:

[signature] President 2/15/24
Name Title Date

[signature] Vice President 2/15/24
Name Title Date

Subscribed and sworn to before me this

15 day of Feb, 2024.

[signature]
Notary Public

"OFFICIAL SEAL"
MICHAEL D'ANGELO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05/17/2027

My commission expires: 5/17/27

■ (New Applicant)
☐ (Renewal)

Date: 02/14/2024

Application for a Video Gaming License and Terminal Permit Application

Application is hereby made to the City of Crystal Lake for the issuance of a non-transferable Video Gaming license, pursuant to the ordinances of the City of Crystal Lake and the laws of the State of Illinois. In support of said application, the undersigned being duly sworn, does state the following:

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Street Address: 72 N Williams St Crystal Lake, IL 60014	Fax #: 815-893-2021

Applicant Information
(Establishment Owner)

Name:	John G Alimissis
DOB: [redacted]	Age: 48
Street Address: 1733 Pin Oak Ln	Phone #: [redacted]
City, State, Zip: Elgin, IL 60120	Email: [redacted]

Applicant Information
(If additional owner information)

Name:	Ermer Jashari
DOB [redacted]	Age: 46
Street Address: 714 Medsord Dr	Phone #: [redacted]
City, State, Zip: South Elgin, IL 60177	Email: [redacted]

Contact Person

(If different than the Establishment Owner)

Contact Name: Harry Bob Karas	Phone # [redacted]
Address: 683 Oak Ln, South Elgin, IL 60177	Email: [redacted]

Video Gaming Terminal Operator Information

Company Name: Pocket Aces Gaming, Inc	Phone #: 847-656-3838
Street Address: 4553 Prime Pkwy	Fax #:
City, State, Zip: Mchenry, IL 60050	Email: Phil@pocketacesgaming.com
Contact Name: Phil D'Angelo	Mobile #: 847-275-5085

Terminal Information

Illinois Gaming Board Terminal License Number	Serial Number for each Terminal
1. TBD	1. TBD
2. TBD	2. TBD
3. TBD	3. TBD

Check all that applies to the location in which video gaming terminals will be placed:

	✓
Bar	
Restaurant	X
Will individuals under the age of 21 be allowed in the business premises?	Yes

BOTH APPLICATION, AFFIDAVIT AND INDEMNIFICATION AGREEMENT MUST BE SIGNED AS FOLLOWS:

- ☐ Sole Proprietorship- By Owner
- ☐ Partnership- By both Owners
- ■ Corporation- By President and Secretary
- ☐ LLC- By President and Secretary

VERIFICATION:

- Has applicant held a Crystal Lake Liquor license for at least 12 months prior to the submittal of this application? **YES (✓) NO ( )** (If yes, local and State license number, date, location of premises and disposition of application)

  IL Liq # 1A-11-53457, Crystal Lake Liq # 2023-127

- Has applicant made application for a similar license for premises other than described in this application? **YES (✓) NO ( )** (If yes, state date, location of premises and disposition of application)

  Exhibit Attached

- Has a previous license/permit by any state or subdivision, or the federal government been revoked? **YES ( ) NO (✓)** (If yes, state reasons & date of revocation.)

- Has applicant (including any partners, directors, or officers), ever been convicted of a felony under any Federal or State law and would be disqualified to receive a license by reason of any matter or thing contained in this Section, laws of this State or the ordinances of this City? **YES ( ) NO (✓)**

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

Please sign below:

John G Alimissis — Secretary
Full Name — Title



02/15/2024
Applicant Signature — Date

Ermer Jashari — Treasurer
Full Name — Title



02/15/2024
Applicant Signature — Date

AGREEMENT

The, undersigned, on behalf of the applicant, has read and agrees to abide by the terms and conditions of the City of Crystal City Code. The undersigned further agrees to indemnify the City of Crystal Lake, and its appointed and elected officials and employees (collectively, the "Indemnitees") from and against any suits, claims or causes of action (collectively, "Claims") brought by or behalf of the applicant or by any owner, shareholder, member, officer, partner or employee of the applicant, which seeks to challenge the validity of any provision of Section 268-3 of the City of Crystal Lake City Code. Such indemnification obligation shall include indemnification of the Indemnitees from and against all damages, costs of litigation and reasonable attorneys fees incurred by or on behalf of said Indemnitees in connection with the Claims.

John G Alimissis — Secretary
Full Name — Title



02/15/2024
Applicant Signature — Date

Ermer Jashari — Treasurer
Full Name — Title

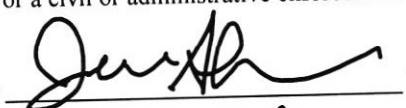


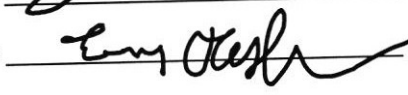
02/15/2024
Applicant Signature — Date

SURVEILLANCE CAMERA CONDITIONS

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3) The video surveillance cameras shall record at a minimum speed of fifteen frames per second; and
4) The video surveillance camera image shall be capable of being viewed through use of appropriate technology, including but not limited to a computer screen or closed circuit television monitor; and
5) The video surveillance camera system shall be capable of transferring the recorded images to portable format of media, including but not limited to compact disc, digital video disc or USB thumb drive; and
6) The video surveillance cameras shall not have an audio capability or such audio recording ability shall be disabled at the camera or digital video recorder level; and
7) The video surveillance cameras shall be maintained in good working condition; and
8) The video surveillance cameras shall be in operation and recording continuously, twenty –four hours per day; and
9) In the event of a power loss, the video surveillance camera system shall be powered by a backup power supply so that there is no period of time that the video gaming area is not being recorded; and
10) The recordings made by video surveillance cameras installed and maintained pursuant to this ordinance shall be indexed by dates and times and preserved for a minimum of thirty (30) days so that they may be made available to the liquor commissioner, the police department and other governmental agencies in furtherance of a criminal investigation or a civil or administrative enforcement investigation, prosecution or hearing.

Applicant hereby agrees to these conditions:  **Date:** 02/15/2024

Applicant hereby agrees to these conditions:  **Date:** 02/15/2024

AFFIDAVIT

STATE OF IL)
) SS
COUNTY OF Mchenry)

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

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

Please sign below

Name Title Date 2/15/24

Name Title Treasurer Date 2/15/24

Subscribed and sworn to before me this

15 day of Feb, 2024.

"OFFICIAL SEAL"
MICHAEL D'ANGELO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05/17/2027

Notary Public

My commission expires: 5/17/27

Exhibit A

Has applicant made application for a similar license for premises other than described in this application? YES (X) NO ( ) (If yes, state date, location of premises and disposition of application)

ALEXANDER'S CAFE 64, INC - St. Charles, IL - 160703185 - Licensed Date 08/24/2017 (Active)

Harry Bob Karas is President and holds 33.34% of the shares

Alexandros George Karas is Secretary and holds 33.33% of the shares

Nicholas Alexander Smith is Treasurer and holds 33.33% of the shares

ALEXANDER'S RESTAURANT, INC. - Elgin, IL - 130702326 - Licensed Date 12/19/2013 (Active)

George H. Karas is President and holds 50% of the Shares

Harry B. Karas is Secretary and holds 50% of the Shares

BK & MM VENTURES LLC - St. Charles, IL - 160702415 - Licensed Date 08/31/2016 (Active)

Harry Bob Karas is a Member and holds 25% of the shares

Mike Maridis is a Member and holds 25% of the shares

Elpida Karas is a Member and holds 50% of the shares

Double K & A, Inc - Hoffman Estates, IL - 120706650 - Licensed Date 12/20/2012 (Active)

1/3 Shareholder & President: Harry B. Karas

1/3 Shareholder & Secretary: Eleni Karavasis

1/3 Shareholder & Treasurer: Jon G. Alimissis

KMK Ventures, Inc - Elgin, IL - 120700355 - Licensed Date 11/21/2013 (Active)

Harry B. Karas... President & 1/3 shareholder

Eleni Karavasis... VP & 1/3 shareholder

Mike Maridis... Secretary & 1/3 shareholder

ROOKIES 5-ROSELLE, INC. - Roselle, IL - 190701755 - Licensed Date 12/19/2019 (Active)

Harry Bob Karas is President and holds 30% of the shares

Eleni Karavasis is Vice President and holds 30% of the shares

John G. Alimissis is Secretary, Video Gaming Manager and holds 30% of the shares

John Grant Werner is Treasurer and holds 10% of the shares

TRIPLE K & B SPORTS BAR, INC. - Huntley, IL - 130702257 - Licensed Date 02/26/2014 (Active)

Harry B. Karas is President and holds 30% of the Shares

Despina Karas is Secretary and holds 30% of the Shares

Eleni Karavasis is Vice President and holds 30% of the Shares

George Baltzidis is Treasurer and holds 10% of the Shares

THE VILLAGE SQUIRE, INC - West Dundee, IL - 130702314 - Licensed Date 12/19/2013 (Active)

Harry B. Karas- President - 36.66% Shareholder

Despina Karas - Treasurer- 31.67% shareholder

Eleni Karavasis - Secretary - 31.67% Shareholder

Village Squire South, Inc - South Elgin, IL - 120706654 - Licensed Date 12/20/2012 (Active)

1/3 Shareholder & President: Harry B. Karas

1/3 Shareholder & Secretary: Eleni Karavasis

1/3 Shareholder & Treasurer: Despina Karas

SALA ASSOCIATES INC. New Berlin, Illinois 62670 (Surrendered Voluntarily – Restaurant Closed)

Ermer Jashari-President

Socorro E. Oliver-Secretary

IGB Tag #	Serial #	Location License #	Location Name	Location Address	Model
TBD	TBD	230701030	Rookies 7-Crystal Lake, Inc	72 N Williams St Crystal Lake, IL 60014	ARISTOCRAT HELIX + SLANT GAMING MACHINE
TBD	TBD	230701030	Rookies 7-Crystal Lake, Inc	72 N Williams St Crystal Lake, IL 60014	ARISTOCRAT MARSXP GAMING MACHINE
TBD	TBD	230701030	Rookies 7-Crystal Lake, Inc	72 N Williams St Crystal Lake, IL 60014	ARISTOCRAT MARSXP GAMING MACHINE DUAL
TBD	TBD	230701030	Rookies 7-Crystal Lake, Inc	72 N Williams St Crystal Lake, IL 60014	L&W Kascada
TBD	TBD	230701030	Rookies 7-Crystal Lake, Inc	72 N Williams St Crystal Lake, IL 60014	L&W Kascada Dual
TBD	TBD	230701030	Rookies 7-Crystal Lake, Inc	72 N Williams St Crystal Lake, IL 60014	IGT Crystal Peak 49
TBD	TBD	230701030	Rookies 7-Crystal Lake, Inc	72 N Williams St Crystal Lake, IL 60014	M3T Redemption Kiosk

VIDEO GAMING TERMINAL USE AGREEMENT

THIS VIDEO GAMING TERMINAL USE AGREEMENT ("Agreement"), entered into on this 13th day of April, 2023, is made by and between Pocket Aces Gaming Inc. (the "Terminal Operator") and Rookies 7-Crystal Lake Inc (the "Establishment") on the premises located at 72 N Williams St, Crystal Lake, IL 60014 (the "Premises").

(Street Address) **(City)** **(State)** **(Zip)**

IT IS HEREBY AGREED THAT:

1. Defined Terms. Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meanings ascribed to them in the Video Gaming Law. The "Video Gaming Law" shall collectively mean the Illinois Video Gaming Act, the rules and regulations adopted thereunder, and any written policy issued by the Illinois Gaming Board (the "IGB"), as may be amended or adopted from time to time.

2. **Licensing. Terminal Operator represents that it is licensed as a "terminal operator" under the Video Gaming Law as of the date of this Agreement. Establishment (i) represents that it is a "licensed video gaming location" under the Video Gaming Law; or (ii) agrees that it will use commercially reasonable efforts to become so licensed. Terminal Operator and Establishment each agree to maintain its respective License during the Term (as hereinafter defined). The date on which the last of Terminal Operator and Establishment is so licensed is referred to hereinafter as the "Licensing Date".**

3. Exclusivity; Access. Establishment agrees that during and throughout the Term, Terminal Operator shall have the exclusive right to install, service, maintain and replace Video Gaming Terminals and all ancillary equipment at the Premises. To conduct such activities, Establishment will allow Terminal Operator and its agents access to the Premises during normal business hours of Establishment. Establishment agrees to allow Terminal Operator to place Video Gaming Terminals in a prominent, mutually agreed upon location that complies with the Video Gaming Law.

Terminal Operator and Establishment acknowledge, agree and understand that (i) this Section 3 is a material term of the Agreement; (ii) the rights of Terminal Operator set forth in this Agreement constitute a protectable interest under the law; and (iii) a breach of this Section 3 would cause irreparable harm to Terminal Operator for which there is no adequate remedy at law and for which emergency, as well as permanent injunctive relief (without notice or bond), is necessary and appropriate.

4. Placement. Terminal Operator agrees that, using commercially reasonable efforts and in compliance with the Video Gaming Law, following the Licensing Date, it shall install, maintain and service up to the maximum number of Video Gaming Terminals permitted by the Video Gaming Law, together with the ancillary equipment thereto, on the Premises. Terminal Operator shall have the right to select, rotate and/or replace the Video Gaming Terminals and Payout Device installed at the Premises. Subject to the Video Gaming Law, Terminal Operator shall at all times have the unilateral right to determine the number of Video Gaming Terminals installed at the Premises. For purposes of this Agreement, such Video Gaming Terminals, Payout Device, central communications system equipment and link, any software updates or enhancements, any ancillary equipment installed by or on behalf of Terminal Operator and all parts inventory related thereto shall be defined as the "Equipment".

5. Term. This Agreement shall commence on the date hereof and remain in effect for a term of Three (3) years following the date the first Video Gaming Terminal is installed by or on behalf of Terminal Operator and becomes operational at the Premises (the "Term"). During the Term, Establishment hereby acknowledges and agrees to promptly notify Terminal Operator in writing if it is either presented with, or enters into, an agreement with respect to the placement of Video Gaming Terminals on the Premises with any party other than Terminal Operator and to provide Terminal Operator a copy of such agreement. Establishment hereby also agrees to notify Terminal Operator in writing at least sixty (60) days prior to the expiration of the Term if it intends not to renew or otherwise extend this Agreement. Notwithstanding the foregoing, Terminal Operator reserves the right to terminate this Agreement immediately for any reason, including, but not limited to, the IGB requiring such termination.

6. Default. Any one of the following events shall constitute an "Event of Default" hereunder:

(a) Establishment shall fail to pay any amount due hereunder within ten (10) days after the due date or shall deny or impede Terminal Operator's access to the cash receipts associated with the Video Gaming Terminals;

(b) either party shall fail to observe any other agreement to be observed or performed by such party hereunder that is not otherwise provided for in this Section 6 and such failure continues for thirty (30) days after the date such party is given written notice thereof;

(c) Establishment or any guarantor of the Agreement shall cease doing business as a going concern or make an assignment for the benefit of creditors;

(d) Establishment or any guarantor of the Agreement shall voluntarily file, take any action to authorize the filing, or have filed against it involuntarily, a petition for liquidation reorganization, adjustment of debt or similar relief under any federal or state bankruptcy or insolvency law;

(e) a trustee, receiver, or liquidator is appointed for Establishment, any guarantor of the Agreement, or for all or a substantial part of the assets of Establishment or any guarantor, unless such appointment is set aside within sixty (60) days;

(f) Establishment announces that it is closing for business, abandons or vacates the Premises or without notice to and the prior written consent of Terminal Operator fails to remain open for business for any continuous five (5) day period;

(g) **either party surrenders its License or pursuant to a final order of the IGB and the Video Gaming Law, the License of either party is denied, revoked or not renewed**; or

(h) Establishment does not comply with the requirements imposed by Sections 18(b) or 18(c) of this Agreement.

7. Remedies. Upon the occurrence and during the continuance of an Event of Default:

(a) by either party, the non-defaulting party may terminate this Agreement as to any portion or all of the Equipment;

(b) by Establishment, Terminal Operator may take possession of any or all of the Equipment, wherever situated, together with any cash receipts associated with the Video Gaming Terminals and for such purpose enter upon the Premises without liability for so doing;

(c) by Establishment, Terminal Operator may recover all losses incurred as a result of a breach hereof including, but not limited to, all lost profits, reasonable costs and expenses incurred by Terminal Operator in any repossession, recovery, storage, repair, sale, re-lease or other disposition of the Equipment, including but not limited to costs of transportation, possession, storage, refurbishing, advertising and broker's fees together with all reasonable attorney's fees and cost incurred in connection therewith or otherwise resulting from Establishment's default (including any at trial, on appeal or any other proceeding); provided however, this remedy does not apply to any breach of Section 6(h);

(d) by Establishment, Terminal Operator may exercise any other remedy permitted by law, equity or any other agreements with Establishment or any guarantor of this Agreement;

(e) **by Terminal Operator pursuant to Section 6(g), this Agreement shall automatically terminate**;

(f) by Establishment, the Terminal Operator's sole and exclusive monetary remedy of a breach resulting in a default under Section 6(h) is a sum equal to [forty dollars ($40.00)] per day for each day remaining in the Term as of the date of the breach, as liquidated damages and not as a penalty. This remedy is not optional and the parties agree that it would be difficult, if not impossible, to determine the actual damages in the event of this specific breach; and

(g) notwithstanding anything in this Agreement to the contrary, in the event Establishment breaches Section 3 herein, Establishment acknowledges, understands, and agrees that Terminal Operator may obtain an emergency injunction order against Establishment (without notice or bond), and any other relief allowed in equity, with or without notice, to Establishment.

With the exception of the remedy set forth in Section 7(f), no remedy given in this Agreement is intended to be exclusive and each shall be cumulative. No express or implied waiver by Terminal Operator of any Event of Default shall constitute a waiver of any subsequent Event of Default. Notwithstanding the termination of this Agreement, Sections 7(b), 7(c), 7(d), 8, 10, 13(f), 13(g), 13(h), 16, 17, 18(g), 18(h) and 20 of this Agreement shall survive termination hereof.

8. Distribution of Net Terminal Income and Payment of Certain Fees. Net Terminal Income shall be split between Terminal Operator and Establishment in accordance with the Video Gaming Law. Subject to the Video Gaming Law, Terminal Operator shall have the right to deduct from Establishment's share of Net Terminal Income any costs and expenses to be borne in whole or in part, or payments to be made, by Establishment under this Agreement or pursuant to the Video Gaming Law, including, but not limited to, any cost, fee or expense listed now or hereafter under "Shared Costs" in the IGB's Inducement Policy.

9. Minimum Revenue. In the event that during any consecutive thirty (30) day period Terminal Operator's share of Net Terminal Income (i.e., the amount to which Terminal Operator is entitled after the tax imposed under the Video Gaming Laws) is less than an average of Forty Dollars ($40.00) per day per Video Gaming Terminal installed at the Premises, Terminal Operator, at its option, has the unilateral right in its sole discretion to terminate this Agreement.

10. Compliance with the Law and Payment of Taxes. Establishment hereby:

(a) agrees to comply with the Video Gaming Law including, but not limited to, (i) abiding by hours of operation of Video Gaming Terminals, (ii) prohibiting play of Video Gaming Terminal by minors, (iii) locating Video Gaming Terminals within the Premises, (iv) submitting timely updates to the IGB regarding material changes; (v) conducting advertising and promotional activities, and (vi) placing and maintaining the requisite signage;

(b) agrees to comply with all laws, including, but not limited to, Article 28 of the State of Illinois' Criminal Code, which prohibits illegal gambling;

(c) agrees to pay all taxes due and owing by Establishment to any government entity, including, but not limited to, the Illinois Department of Revenue, on or before the specified deadline; and

(d) indemnifies and holds harmless Terminal Operator and its employees and agents for any claim, loss or expense (including but not limited to reasonable attorneys' fees) suffered or incurred by such indemnitees on account of any failure of Establishment to comply any provision in this Section 10.

11. Additional Agreements by Terminal Operator. Terminal Operator agrees to:

(a) create and maintain a separate bank account used solely for the deposit of revenues generated from the play of Video Gaming Terminals operated by or on behalf of Terminal Operator in the State of Illinois (the "Account");

(b) deposit revenues generated from the play of Video Gaming Terminals in the Account;

(c) report and remit to the IGB the State of Illinois' percentage of Net Terminal Income (i.e., the tax) as required by the Video Gaming Law; and

(d) keep a record of Net Terminal Income in the form required by the IGB.

12. Maintenance. During the Term, Terminal Operator agrees, at Terminal Operator's sole cost, to provide routine maintenance and repair services for the Equipment in order to keep the Equipment in good working order in accordance with generally accepted standards of the State of Illinois' video gaming industry. Such services shall not

include repairs due to the negligence of, or misuse of the Equipment by, Establishment, its employees, invitees, customers or patrons or any accident caused in whole or part by any of the foregoing or on account of a breach of this Agreement by Establishment ("Non-Routine Repairs"). Establishment agrees to pay for Non-Routine Repairs and any related materials, parts and service at customary rates charged by Terminal Operator to all establishments in which Terminal Operator has installed equipment, except to the extent otherwise prohibited by the Video Gaming Law.

13. Equipment.

(a) The Equipment is, and shall remain, the sole personal property of Terminal Operator. The Equipment shall never be a fixture or become by agreement, act of law or otherwise, security for any obligation of or property of Establishment. Terminal Operator shall have the right to affix a badge or other marking to the Equipment to identify Terminal Operator as the owner of the Equipment. Establishment agrees not to alter, remove or cover such badge or other marking.

(b) Terminal Operator represents and warrants to Establishment that the Equipment at the time it is installed at the Premises and tested by Terminal Operator will meet all criteria then imposed by the Video Gaming Law. Terminal Operator's sole obligation with respect to a breach of its foregoing warranty shall be to repair or replace the Equipment giving rise to the breach of warranty at Terminal Operator's sole cost and expense. If Terminal Operator is unable to so repair or replace such Equipment within three (3) business days after being notified by Establishment of a breach of such warranty, which period shall be extended for causes beyond the control of Terminal Operator (including, but not limited to, any scheduling limitations imposed by the IGB, the vendor of the central communication system, or their respective agents), then Establishment's sole remedy is to terminate this Agreement in accordance with its provisions. Under no circumstances shall Terminal Operator be responsible for any lost profits, consequential or incidental damages for breach of the foregoing warranty. TERMINAL OPERATOR MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, WITH REGARD TO THE EQUIPMENT. TERMINAL OPERATOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

(c) Terminal Operator agrees to update any Equipment as may be necessary from time to time to conform to additional or modified criteria established under the Video Gaming Law. In addition, Terminal Operator shall have the right to install software updates, enhancements and/or support devices for or to the Equipment (e.g., cash handling devices) which, upon installation, shall be deemed "Equipment". Establishment and Terminal Operator shall share equally the cost of such updates, enhancements and/or support devices, including labor, at customary costs and rates charged by Terminal Operator to all Establishments in which Terminal Operator has installed Equipment except to the extent otherwise prohibited by the Video Gaming Law. Establishment and Terminal Operator shall share equally all third-party expenses incurred by Terminal Operator in connection with the operation of Equipment such as but not limited to any charge for use of the communications link to the IGB and operating supplies.

(d) Establishment agrees that it will not, and will not permit any third party to (i) alter, repair, modify, tamper with or attempt to alter, repair or modify, tamper with any of the Equipment; (ii) interfere with the operation of the Equipment in anyway; and (iii) move or change the location of the Equipment;

(e) Establishment agrees that it will (i) notify Terminal Operator immediately upon any malfunction of any of the Equipment; (ii) permit the operation of the Video Gaming Terminals at the Premises during normal business hours of Establishment without hindrance or interruption; (iii) provide a secure premise for the placement, operation and play of the Video Gaming Terminals; (iv) notify Terminal Operator of any unlawful or unwarranted entry onto the Premises involving or affecting the Equipment; and (v) promptly notify Terminal Operator, in writing, if any of its liquor licenses for the Premises is suspended, revoked or not renewed.

(f) Damage to the Equipment caused in whole or in part by Establishment or any employee, invitee, customer or patron of Establishment shall be the sole responsibility of Establishment. Terminal Operator shall have the right to repair and/or replace such damaged Equipment at Establishment's sole cost and expense in accordance with Section 12 of this Agreement.

(g) Nothing in this Agreement shall be construed to mean that Terminal Operator assumes any liability on account of accidents or damages to persons or property, except those directly due to the negligent acts of Terminal Operator. Establishment hereby indemnifies and holds harmless Terminal Operator and its employees and agents for any claim, loss or expense (including but not limited to reasonable attorneys' fees) suffered or incurred by such indemnitees on account of any accidents or damage to any persons or property on account of any intentional or negligent acts of Establishment, its employees, invitees, customers or patrons.

(h) Establishment shall be solely responsible for: (i) all damage to the Equipment caused by any attempted or completed burglary or robbery of Establishment, (ii) all costs, charges and expenses incurred by Terminal Operator as a result any attempted or completed burglary or robbery of Establishment; and (iii) all lost or stolen money from the Equipment. In no way limiting the foregoing, in the event of an attempted or completed burglary or robbery that in any way impacts the Equipment, Terminal Operator shall have the right to repair and/or replace such damaged Equipment at Establishment's sole cost and expense in accordance with Section 12 of this Agreement.

(i) The Equipment shall be insured against all perils for its full replacement value for the benefit of Terminal Operator. Terminal Operator shall maintain general liability insurance on each Video Gaming Terminal on the Premises with coverage amounts equal to, at a minimum, that required by the Video Gaming Law. If insurance related to the Equipment is obtained by Establishment (whether because it is required by the Video Gaming Law or otherwise obtained) Establishment shall (i) designate Terminal Operator (and at Terminal Operator's request, Terminal Operator's lender) as an additional named insured on such policies of insurance, and (ii) furnish Terminal Operator with a certificate of insurance evidencing such policies of insurance immediately following issuance of such policies.

14. **No Inducements.**

(a) Terminal Operator acknowledges that it did not offer Establishment (or its owners agents or representatives) anything of value, including but not limited to loan, financing arrangement, cash, goods or services to incent or induce the execution of this Agreement or the placement or operation of Video Gaming Terminals at the Premises.

(b) Establishment acknowledges that Terminal Operator did not offer Establishment (or its owners, agents or representatives), and Establishment (or its owners, agents or representatives) did not accept anything of value, including but not limited to a loan, financing arrangement, cash, goods or services, to incent or induce the execution of this Agreement or the placement or operation of Video Gaming Terminals at the Premises.

15. Sole Agreement. Establishment represents and warrants to Terminal Operator that Establishment has not executed, entered into or agreed to execute or enter into any other agreement, written or oral, with respect to the placement of Video Gaming Terminals in or at the Premises. Establishment hereby indemnifies and holds harmless Terminal Operator and each of its successors, assigns and holders of any security interest in this Agreement for any loss, cost or expense (including but not limited to reasonable attorneys' fees) suffered or incurred by such indemnitees on account of a breach of the foregoing representations and warranties.

16. Cooperation. Establishment agrees to fully cooperate with Terminal Operator and the IGB in connection with any inquiries or investigations the IGB conducts involving Terminal Operator. In addition, Establishment agrees to cooperate with any equipment manufacturer, distributor, supplier, lender or financing company providing equipment financing to Terminal Operator and agrees to: (i) allow such parties access to the Premises during normal business hours; (ii) execute and deliver any documents reasonably required by such parties provided such documents do not impose any financial obligations upon Establishment; and (iii) modify and amend this Agreement as reasonably required by such parties.

17. Entire Agreement; Amendment. This Agreement constitutes the entire agreement of the parties, supersedes any prior understandings, whether oral or written, relating to the subject matter hereof and may only be amended, modified or supplemented by a writing signed by all of the parties hereto.

18. Miscellaneous.

(a) Nothing in this Agreement, including the splitting of Net Terminal Income, shall be construed as creating any partnership, joint venture or agency between Establishment and Terminal Operator.

(b) Establishment hereby agrees to provide written notification to Terminal Operator of any Change in Location (as hereinafter defined) as soon as practical but in any event on or before the earlier of: (i) the date Establishment provides notice to the IGB regarding the Change in Location; or (ii) ten (10) days before the occurrence of the Change in Location. In the event that Establishment experiences a Change in Location, Terminal Operator, at its option, has the unilateral right to terminate this Agreement. Provided Terminal Operator does not so terminate this Agreement, then upon a Change in Location, Establishment agrees to deliver to Terminal Operator an executed amendment to this Agreement reflecting such change. For purposes of this Agreement, "Change in Location" means Establishment moves its business from the Premises to a new location. In the event the Premises remains the same, but is assigned a new address (business, mailing or otherwise), the parties hereto agree that this Section of the Agreement shall not be triggered and the Agreement shall remain in full force and effect. Moreover, the parties hereto agree to execute an amendment to this Agreement to evidence the new address of the Premises.

(c) Establishment hereby agrees to provide written notification to Terminal Operator of any Change in Control (as hereinafter defined) as soon as practical, but in any event on or before the earlier of: (i) the date Establishment provides notice to the IGB regarding the Change in Control; or (ii) ten (10) days before the occurrence of the Change in Control. In the event that Establishment experiences a Change in Control, Terminal Operator, at its option, has the unilateral right to terminate this Agreement. Provided Terminal Operator does not so terminate this Agreement, then upon a Change in Control, Establishment agrees to deliver to Terminal Operator either (y) in the case of a transfer of ownership of Establishment that is a corporation, limited liability company, trust, partnership or other entity, an acknowledgement of the new owner(s) that this Agreement is in full force and effect; or (z) in the case of a transfer of all or substantially all of Establishment's assets, a written agreement of the transferee agreeing to be bound by the terms and conditions of this Agreement. For purposes of this Agreement, "Change in Control" means the sale, gift, assignment or other transfer of more than 50% of the ownership of Establishment or all or substantially all of Establishment's assets.

(d) Establishment hereby authorizes and consents to the filing or recording by Terminal Operator of this Agreement or a summary of this Agreement (including, but not limited to, the following details of this Agreement: the names of the parties, the Term, and any limitations on the transfer, assignment or sale of this Agreement, Establishment's ownership interests or assets or the Premises) with any official office designated by the State of Illinois or its agents.

(e) In the event Terminal Operator terminates this Agreement, exercises discretion to remove Video Gaming Terminals, surrenders its License or has its License denied, revoked, not renewed or otherwise disciplined, Terminal Operator shall not be responsible to Establishment for the loss of any revenues or any costs, fees, or expenses (including attorney fees) incurred by Establishment as a result of Terminal Operator surrendering its License or having its License denied, revoked, not renewed or otherwise disciplined. Under no circumstances shall Terminal Operator be responsible to Establishment for any lost profits, consequential or incidental damages under this Agreement.

(f) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. **Terminal Operator may not assign and/or transfer this Agreement and its rights and/or obligations hereunder except: (i) to another licensed terminal operator; or (ii) as may otherwise be permitted by the Video Gaming Law.** Establishment may not assign or otherwise transfer this Agreement or any of its rights or obligations hereunder, whether by law or otherwise, and any attempt at such assignment will be void without the prior written consent of Terminal Operator and in accordance with the Video Gaming Law.

(g) A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of a right of that party to later enforce any such rights or to enforce any other or subsequent breach.

(h) Establishment shall be responsible for all of Terminal Operator's costs, charges and expenses, including reasonable attorney's fees, incurred by Terminal Operator in enforcing Establishment's obligations hereunder.

(i) All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: delivered personally; two (2) days after deposit in the U.S. Mail if sent by registered or certified mail, return receipt requested; transmitted by email or facsimile provided that a confirmation copy is sent on or before the next business day by first class mail; or next day after being sent by overnight courier.

(j) The invalidity or unenforceability of any particular provision of this Agreement will not invalidate the remaining provisions hereof and this Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted and deleted. Notwithstanding anything herein to the contrary, if any particular term of this Agreement conflicts with the Video Gaming Law, the Video Gaming Law shall prevail and the parties shall comply at all times with the Video Gaming Law.

(k) Each party hereto warrants to the other that all corporate or other necessary organizational acts have been taken to approve the terms of this Agreement and the signatories hereto are duly authorized and empowered to execute this Agreement as a binding and legally enforceable contract.

(l) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterparts transmitted by facsimile, PDF or email shall be considered original, legally binding, enforceable documents in all jurisdictions.

(m) This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Illinois, without regard to conflicts of laws principles. Venue for any dispute related to this Agreement shall be in the Circuit Court of Cook County, Illinois.

19. IGB Approval; Changes. The parties hereto acknowledge that the obligations of Terminal Operator and Establishment hereunder are subject to and contingent upon the Video Gaming Law, which may require the IGB's consent to the use of this Agreement. To that end, the parties hereto agree to promptly submit this Agreement to the IGB and to cooperate with each other in obtaining any necessary consents from the IGB. Terminal Operator and Establishment agree to maintain a copy of this Agreement on file at their respective places of business and to make it available for inspection to all individuals who are authorized by the IGB. The parties agree to modify and amend this Agreement to comply with the requirements of the IGB or any change in the Video Gaming Law. In the event of any conflict between the terms and provisions of this Agreement and the Video Gaming Law, the Video Gaming Law shall prevail, and such term or provision dictated by the Video Gaming Law shall be deemed included in this Agreement as if originally included as a term or provision of this Agreement.

20. **Indemnification of the State, et al. The parties hereto hereby severally indemnify and hold harmless the State of Illinois, the IGB and their respective agents for any cause of action, loss, cost or expense (including but not limited to reasonable attorneys' fees) suffered or incurred by such indemnitees on account of or arising under this Agreement.**

[Signature Page to Follow]

IN WITNESS WHEREOF, Terminal Operator and Establishment have duly executed this Agreement as of the date first written above.

"TERMINAL OPERATOR"

By: _____

Printed Name: Phillip D'Angelo

Its: President

Email Address: phil@pocketacesgaming.com

Fax Number: _____

Address: 4553 Prime Pkwy, Mchenry, IL 60050

"ESTABLISHMENT"

By: _____

Printed Name: Harry Bob Karas

Its: President

Email Address: [redacted]

Fax Number: _____

Address: 72 N Williams St, Crystal Lake, IL 60014

Part(ies) soliciting this Agreement on behalf of Terminal Operator:

Phillip D'Angelo

Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: March 5, 2024

Item: M'Lady Nissan Temporary Use Permit request for the temporary storage of vehicles at 161 S. Virginia Road

Recommendation: City Council's discretion:

1) Motion to approve the Temporary Use Permit for M'Lady Nissan for temporary storage of vehicles for 2 years, with the ability of staff to approve it for up to five years located at 161 South Virginia Road, pursuant to the recommendations listed below

2) Motion to deny the petitioner's request.

Staff Contact: Heather Maieritsch, Economic Development Manager

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Background: M'Lady Nissan is requesting a Temporary Use Permit for the Chicago Plastics property parking lot at 161 South Virginia Road for temporary storage of vehicles. The applicant is requesting that this Temporary Use Permit be valid from March 5, 2024 through March 5, 2026, with the option for staff to extend and approve it up to March 5, 2029. Previously the City Council has approved requests for temporary use permit for vehicle storage at various locations, including the most recent location at the former Crystal Court Shopping Center, which is no longer available.

M'Lady Nissan has indicated that they are in need of additional vehicle storage area for inventory. Their plan is to utilize the subject parking lot close to the dealership to address the inventory storage issue, temporarily.

A redevelopment of the M'Lady Nissan location is anticipated and this temporary storage of vehicles will currently assist with storage needs, and also during the construction process.

If the request is approved, the following conditions are recommended:

1. The Temporary Use Permit shall be valid from March 5, 2024 through March 5, 2026 with the ability for staff to approve the extension of the Temporary Use Permit through March 5, 2029.
2. Provide a 20-foot access for emergency vehicles.

3. For the duration of the Temporary Use Permit, only storage of inventory vehicles will occur at this site. It is preferred that customers not visit the temporary storage site to view or test-drive vehicles.
4. This Temporary Use Permit approval expires on March 5, 2026 unless an extension is requested and approved by staff up to March 5, 2029.

The applicant has been made aware of these recommended conditions and advised to attend the March 5, 2024 City Council meeting to answer any questions.

Votes Required to Pass: A simple majority vote.

City of Crystal Lake
Temporary Use Application

Office Use Only
Case No: _____
Date Submitted: _____

IMPORTANT: If City Council approval is necessary (contact staff to verify), please submit the application by Friday, two weeks prior to the intended Council meeting. City Council meetings are held the first and third Tuesdays of each month. Please submit this application, along with a site plan and a check for $40.

Project Title: M'lady Nissan overflow parking storage

Action Requested

- ☐ Holiday Tree and Decoration Sales
- ☐ Real Estate Sales Office
- ☐ Contractor's construction, equipment, office or employment trailers – Residential Project
- ☑ Other promotions, events or temporary uses
- ☐ Seasonal Sale of Farm and Garden Produce
- ☐ Religious Tent Meeting
- ☐ Contractor's construction, equipment, office or employment trailers – Non-residential Project

Petitioner Information

Name: M'Lady Nissan
Address: 5656 Northwest Highway
Crystal Lake, IL 60014
Telephone: 815-459-2288
Email: _____

Owner Information (if different)

Name: MKH Management (Chicag
Address: 161 S. Virginia Road
Crystal Lake, IL 60014
Telephone: 815-455-4599

Property Information

Address/General Location: 161 S. Virginia Road Crystal Lake, IL 60014
Date of Requested Action: 3-1-2024 to 3-1-2026
Description of Proposed Use: Overflow parking for Vehicles

Signatures

MIR ALI 2-23-24
Petitioner: Print and Sign name (*if different from owner*) Date:

As owner of the property in question, I hereby authorize the seeking of the above requested action.

ERIC HEGGEM 2-23-24
Owner: Print and Sign name Date:

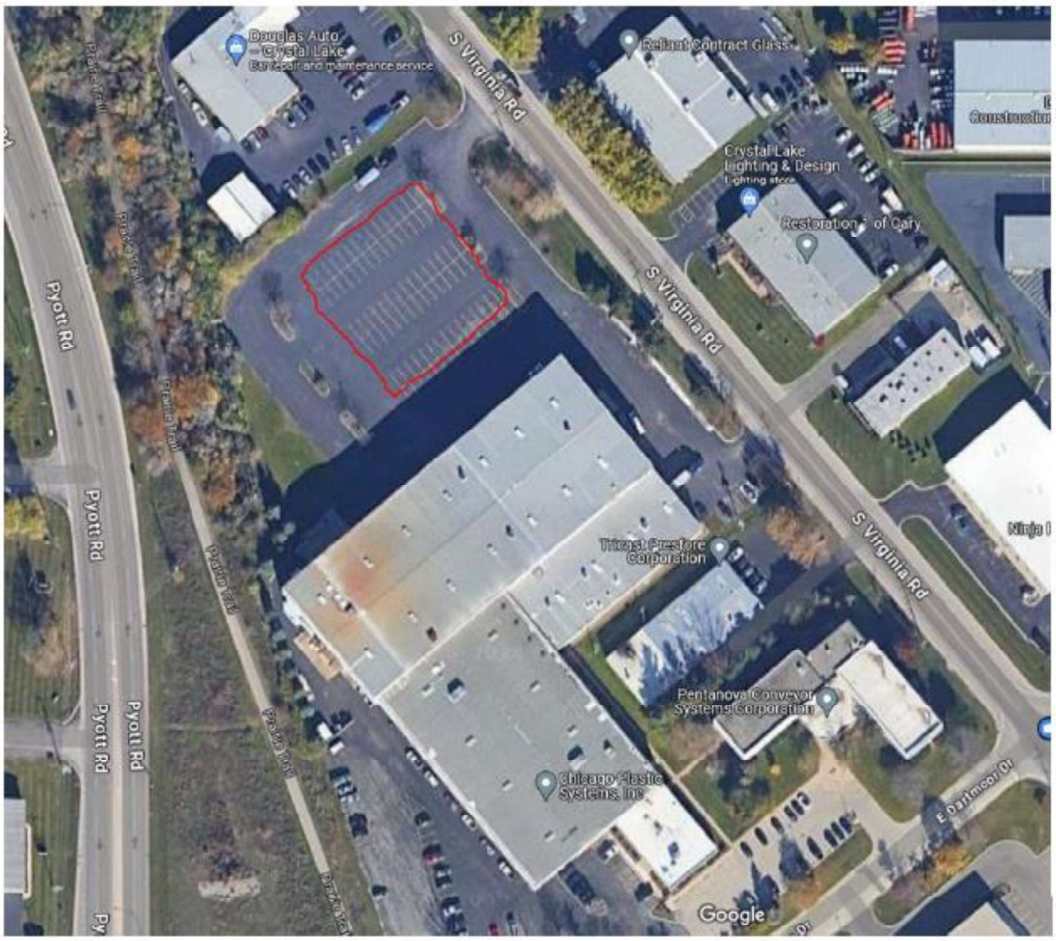
NOTE: If the property is held in trust, the trust officer must sign this petition as owner. In addition, the trust officer must provide a letter that names all beneficiaries of the trust.

Exhibit A

North Parking Lot

Five rows of 15 parking spots = 75 total parking

The row with handicap parking is not included

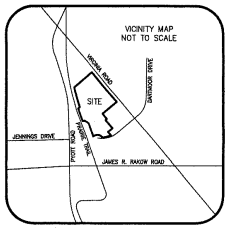


ALTA/NSPS LAND TITLE SURVEY

Vanderstappen
Land Surveying, Inc.
www.vanderstappen.com
1316 N. Madison St.
Woodstock, Illinois 60098
ph. 815-337-8310 fax 815-337-8314
"Always Faithful to the Property Line"

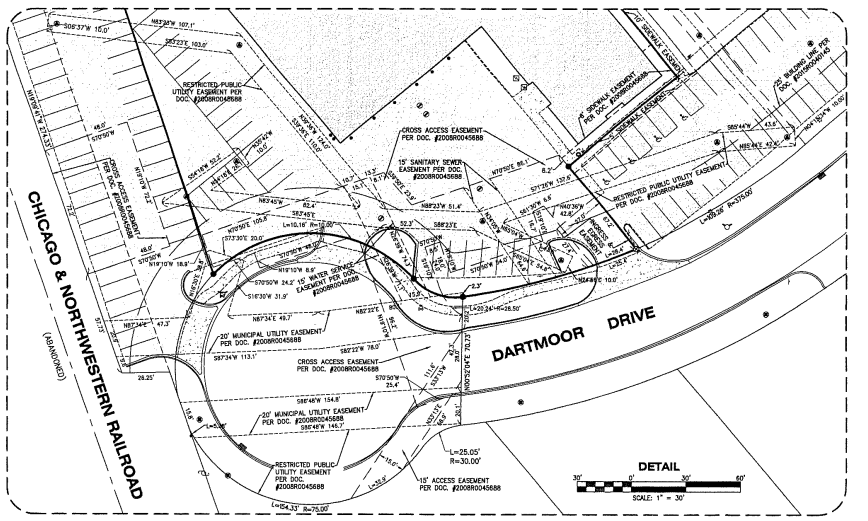
LEGAL DESCRIPTION:

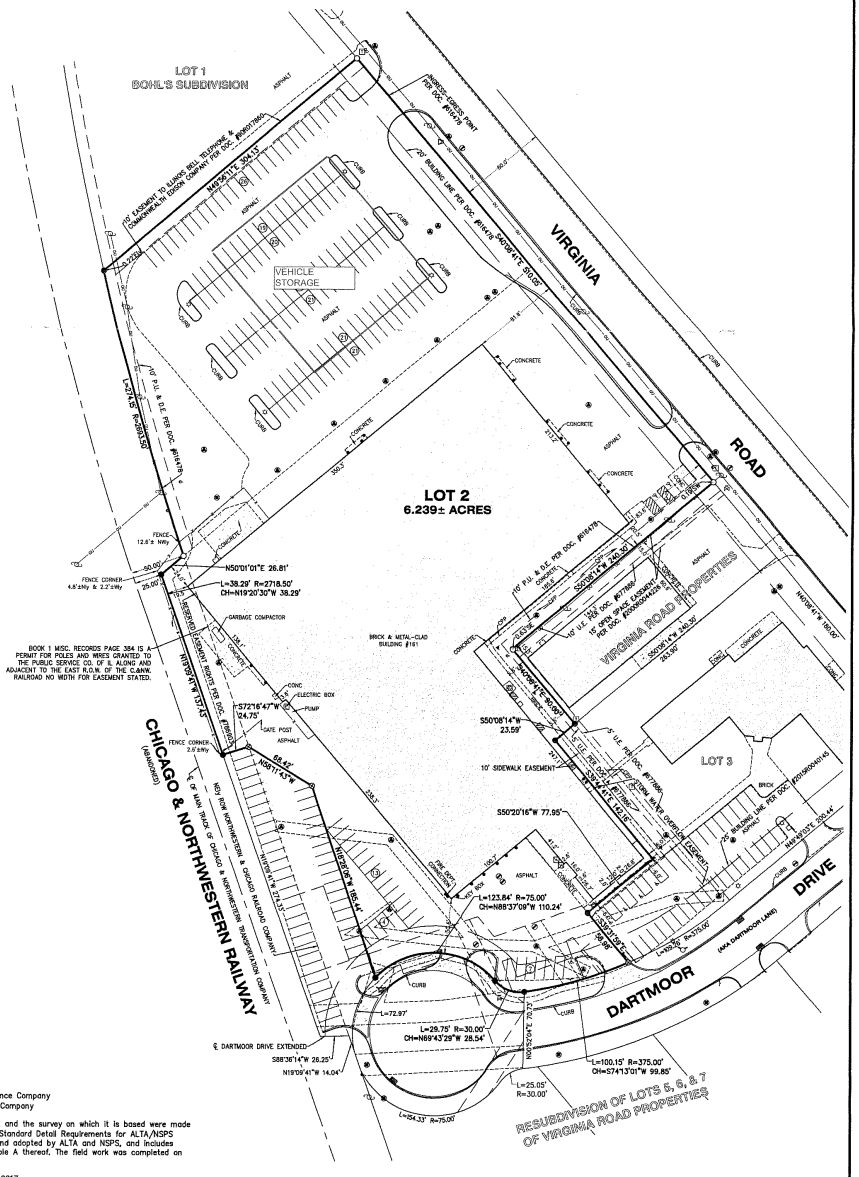
Lot 2 of the Eisenmann–Terra Cotta Subdivision being a Resubdivision of Lot 2 in Bohl's Subdivision, and Lots 1 and 2 in Eisenmann Corporation Subdivision, being part of the Southwest Quarter of Section 9, Township 43 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois recorded with the McHenry County Recorder of Deeds Office on October 26, 2015 as Document No. 2015R0040145.



SURVEYOR'S NOTES

1. The legal description and utility easements shown hereon have been provided by Chicago Title Insurance Company, Commitment policy #17018770GV dated October 5, 2017. The title information shown hereon is exclusively that provided to the Surveyor by the Title Insurer or the client. The Surveyor does not warrant the exact location of the Utility Easements shown hereon, but does state that they are located as accurately as possible from the information provided.
2. Based on Flood Insurance Rate Map, Panel No. 17111C0329J, dated November 16, 2006, the subject property lies within Zone "X", areas determined to be outside the 0.2% annual chance floodplain.
3. Distances are marked in feet and decimal places thereof, no dimension shall be assumed by scale measurement hereon. Distances and/or bearings shown with a "D" in parenthesis (D) are record or deed values, not field measured.
4. Compare this plat, legal description and all survey monuments before building, and immediately report any discrepancies to the surveyor.
5. The location of the property lines shown on the face of this plat are based on the legal description contained in the title commitment and shown hereon. This information has been furnished by the client and compared to record deeds to check for gaps and /or overlaps. However, this survey may not reflect historical matters of title and ownership that have not been disclosed by the title commitment.
6. Only the improvements which were visible from above ground at time of survey and through a normal search and walk through of the site are shown on the face of this plat. Lawn sprinkler systems, if any, are not shown on this survey.
7. Manholes, inlets and other utility rims or grates shown hereon are from field location of such, and only represent such utility improvements which are visible from above ground survey at the time of survey, through a normal search and walk through of the site. The labeling of these manholes (sanitary, water, etc) are based solely on the "stamped"markings on the rim. No underground observations have been made to verify the actual use or existence of underground utilities.
8. Surface indications of utilities on the surveyed parcel have been shown. Underground and offsite observations have not been made to determine the extent of utilities serving or existing on the property, public and/or private records have not been searched to provide additional information. Overhead wires and poles (if any) have been shown, however their function and dimensions have not been shown.
9. This survey may not reflect all utilities or improvements. If such items are hidden by landscaping, or are covered by such items as dumpsters or trailers or when the site was covered with snow. At the time of survey, the site was not covered by snow.
10. Underground utilities shown hereon are based on paint or flag markings provided by others. This survey makes no statement regarding the actual presence or absence of any service or utility line. Controlled underground exploratory effort together with "JULIE"markings is recommended to determine the full extent of underground service and utility lines. Contact J.U.L.I.E. at 1–800–892–0123.
11. *Restrictions that may be found in local buildings and/or zoning codes have not been* shown. Height and bulk restrictions (if any) have not been shown. Only those setback restrictions shown on the recorded subdivision plat or in the title commitment have been shown.
12. There is a total of 175 striped parking spaces for cars, including 3 of which are marked handicapped and none of which are for motorcycles. (Pertains to Table A, Item 9).
13. Exception F – Building line per Plat of Subdivision recorded May 15, 1974 Document 616478 and per Plat Document 2015R0040145. (PLATTED) See documents for particulars.
14. Exception D – Easement and provisions for ingress and egress on Plat of Subdivision Document 2015R0040145 and set forth in the deed Document 2016R0009659 across portions of Lot 2 for benefit of Lot 3. (PLATTED) See documents for particulars.
15. Exception E – Easements and provisions per Plat of Subdivision recorded May 15, 1974 as Document 616478, per Plat Document 2008R0045688, as corrected by Document 2008R0046179 and per Plat Document 2015R0040145 as to public utility and drainage, restricted public utility, water service, sanitary sewer, sidewalk, ingress and egress, municipal utility and surface water drainage certificate provisions as shown and described on said Plats. (PLATTED) See documents for particulars.
16. Exception G – Easement to Illinois Bell Telephone and Commonwealth Edison Co. per Document 90R017860 and per Plat Document 2015R0040145. (PLATTED) See document for particulars.
17. Exception H – Reserved easement rights along the Westerly line adjacent to the rail right of way per Document 786903 recorded December 19, 1979 and per Plat Document 2015R0040145. (PLATTED) See documents for particulars.
18. Exception I – Permit for poles and wires to Public Service Company of Illinois along the Westerly line adjacent to the rail right of way per Book 1 of Miscellaneous Records page 384 recorded September 11, 1912 and per Plat Document 2015R0040145. (PLATTED) See documents for particulars.
19. Exception L – Terms and provisions per Plat of Subdivision recorded May 15, 1974 as Document 616478 as to ingress–egress point onto Virginia Road. (PLATTED) See document for particulars.
20. Exception N – Terms and provisions as to access and reservation of utilities and easements in the ordinance of road vacation Document 2008R0045684 by City of Crystal Lake. (NOT PLOTTED) See document for particulars. Road dedicated again per Document No. 2015R0040145.
21. Exception M – Covenants, conditions and restrictions as set forth in the Document recorded May 1, 1975 as Document No. 635839. See document for particulars.





LEGEND	
AC	AIR CONDITIONER
•	BOLLARD
CB	CATCH BASIN
CPP	CORRUGATED PLASTIC PIPE
CI	CURB INLET
►	DOWN GUY
EM	ELECTRIC METER
EO	ELECTRIC OUTLET
FH	FIRE HYDRANT
FP	FLAG POLE
FES	FLARED END SECTION
✖	FOUND CROSS
●	FOUND IRON BAR
○	FOUND IRON PIPE
⊗	FOUND MAG NAIL
GM	GAS METER
GV	GAS VALVE
☼	LIGHT
MH	MANHOLE
⚐	SIGN
SM	STORM MANHOLE
TR	TELEPHONE RISER
TF	TRANSFORMER
UP	UTILITY POLE
WV	WATER VALVE
◄	YARD LIGHT

U.E. = UTILITY EASEMENT
M.U.E. = MUNICIPAL UTILITY EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
W.S.E. = WATER SERVICE EASEMENT (PRIVATE)
S.S.E. = SANITARY SERVICE EASEMENT (PRIVATE)
S.W.E. = SIDEWALK EASEMENT
R.P.U.E. = RESTRICTED PUBLIC UTILITY EASEMENT
S.W.O.E. = STORM WATER OVERFLOW EASEMENT
C.A.E. = CROSS ACCESS EASEMENT
OU = OVERHEAD UTILITY LINE

SCALE: 1" = 50'

ADDRESS:
161 S. VIRGINIA ROAD
CRYSTAL LAKE, IL 60014

CLIENT: TERRA COTTA REALTY COMPANY
DRAWN BY: SES CHECKED BY: WJV
SCALE: 1"=50' SEC. 9 T. 43 N. R. 8 E.
BASIS OF BEARING: PER RECORD SUBDIVISION
P.I.N.: 19-09-351-013
JOB NO.: 170844 I.D. ALT
FIELDWORK COMP.: 11/1/17 BK. PG.
ALL DISTANCES SHOWN IN FEET AND DECIMAL PARTS THEREOF CORRECTED TO 68° F. REF: 140356, 140734

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

Certified to: 1) Chicago Title Insurance Company
2) Terra Cotta Realty Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7a, 8, 9 & 20 of Table A thereof. The field work was completed on November 1st, 2017.

Dated this 3rd day of November, A.D., 2017.

VANDERSTAPPEN LAND SURVEYING INC.
Design Firm No. 184–002792

(seal)
WILLIAM J. VANDERSTAPPEN, 035-002709
PROFESSIONAL LAND SURVEYOR

N:\PLATS\2017\170800-170899\170844_A-170844\170844-ALT.dwg-Layout1-11/6/2017 11:28 AM

Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: March 5, 2024

Item: Authorization to Extend the Professional Auditing Service Agreement

Staff recommendation: Motion to adopt a Resolution authorizing the City Manager to extend the agreement for professional audit services with Sikich, LLC for an additional five years

Staff Contact: Jodie Hartman, Director of Finance

Background:
On May 3, 2020, the City Council adopted a resolution authorizing the City Manager to execute a five year agreement with Sikich, LLC (Sikich) for professional audit services. The upcoming audit of Fiscal Year 2023/24 will be the fifth and final year of the original agreement. The original Request for Proposals allowed for the option to renew the agreement for an additional five years.

The City is statutorily required to have an annual financial audit. The auditing services cover the financial audit and the resulting Annual Comprehensive Financial Report (ACFR), the Annual Financial Report for the State of Illinois Comptroller, the Tax Increment Financing (TIF) District annual reports and when necessary, any Single Audits required for grant compliance.

Sikich was selected in 2020 based on a competitive RFP process. The only other proposal was received from Baker Tilly Virchow Krause, who submitted a proposal with significantly higher fees. The incumbent, Selden Fox, was not allowed for consideration as they had performed the audit services for the prior fourteen (14) years. Best practice in the industry is to rotate auditors every five (5) to ten (10) years to allow for a fresh perspective of the City's finances and related internal controls. Many municipalities choose to retain the same firm for ten years, but rotate a different partner from the auditing firm to lead the audits for the second half of the contract.

With the upcoming change to a calendar fiscal year, the City will have an eight month stub fiscal year May through December of 2024 and then a full calendar fiscal year. This will make comparability between years difficult. Extending the contract with Sikich another five years will assist in navigating the transition period and allow for continuity beyond the transition. Sikich has submitted pricing for both two and five year extensions, with modest increases. The five year extension includes escalators of 3% per year. Regarding the partner rotation, the original partner

assigned to the City was Dan Berg, who retired late 2023 after the first four years of the agreement. The new partner assigned to Crystal Lake, Anthony Cervini, was involved in the audit last year and would handle the next five years of the contract. Mr. Cervini and his team are highly qualified and well respected in the industry.

The original Request for Proposals allowed for the option to renew the agreement for an additional five years, subject to acceptable performance, proposed pricing and consent of bidder. As such, a waiver of competitive bidding is not required. Mr. Cervini has provided materials regarding the extension and about the firm for consideration. The proposal has been included for reference. Based on the performance of the past four years, reasonable price escalators and mutual consent, Staff recommends extending the agreement with Sikich for an additional five years.

Recommendation:

Staff recommends authorizing the extension of the professional audit services agreement with Sikich, LLC, for an additional five-year term as outlined in the proposal.

Votes Required to Pass:

Simple majority

Res. DRAFT

R E S O L U T I O N

WHEREAS on March 3, 2020, the City Council authorized the City Manager to execute an agreement with Sikich LLP for professional auditing services for fiscal years ending April 30, 2020 through April 30, 2024; and

WHEREAS, after the initial five-year term, City Council authorization is required to extend the professional auditing services for an additional five-year term; and

WHEREAS, extending the professional auditing services agreement will allow for continuity of services during the City's fiscal year transition

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 Council hereby authorizes the City Manager to execute an extension of the professional financial auditing services agreement with Sikich LLP for an additional term of five years, covering the audits for fiscal years ending December 31, 2024 through December 31, 2028; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to take any actions necessary to facilitate the renewal of the professional auditing service agreement and all agreements relating thereto.

DATED this 5th day of March, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

Draft

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: March 5, 2024
APPROVED: March 5, 2024

Draft

February 23, 2024



SERVICE PROPOSAL
Professional Auditing Services

PREPARED FOR:

CITY OF CRYSTAL LAKE

SUBMITTED BY:

Sikich LLP
Anthony Cervini, CPA, CFE
Partner, State and Local Government Audit Leader

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TRANSMITTAL LETTER

February 23, 2024

The Honorable Mayor
Members of the City Council
C/O Ms. Jodie Hartman, CPA, MPA
Director of Finance
City of Crystal Lake
100 W. Woodstock St.
Crystal Lake, IL 60014

Dear Jodie,

Sikich is pleased to be considered for the reappointment as independent auditors for the City of Crystal Lake. We believe that our qualifications, experience and expertise are clearly distinguishable as indicated in the following proposal. The expertise we possess in the state and local government industry is demonstrated by our clients' successes, our staff's involvement in the industry and our leadership roles in various government associations. Our clients receive the quality and timeliness only available from a firm of our caliber.

We are prepared to commit the resources necessary to provide services to the City of Crystal Lake. We will not only perform the audit, but we will also provide governmental accounting and financial reporting expertise and technical assistance throughout the year. We understand the scope of the work to be performed and the timing requirements, and are committed to performing the specified services within that timeframe.

We appreciate the opportunity to present this proposal, which is a firm and irrevocable offer for 60 days and look forward to the opportunity to continue serving the City of Crystal Lake.

Sincerely,

Anthony Cervini, CPA, CFE
Partner, State and Local Government Audit Leader

EXECUTIVE SUMMARY

We know what's challenging to the City of Crystal Lake. Here are the strategies and solutions we recommend for you in order to face those challenges head-on and achieve success.

Thank you for considering Sikich. We appreciate the opportunity to propose for the City of Crystal Lake.

Sikich is one of the country's top 30 Certified Public Accounting firms and a top 10 value-added reseller of technology products, with more than 1,000 employees serving clients in all 50 states. Clients turn to us for their professional service needs due to our deep industry knowledge working with organizations of their size and for the caliber of service and attention we provide—especially when it comes to dedicated, experienced service teams and partner access.

DEFINING YOUR CURRENT CHALLENGES

We recognize this is a time of constant change and ever increasing accountability. The task of the City finance office is no longer to report financial results by long-standing standards that are widely known and commonly understood. The task in today's environment is to keep up with the ever-changing standards from GASB and the Office of Management and Budget with the new Uniform Guidance. The task is also to keep up with new reporting and accountability requirements from the state, new automated processing systems, and fringe benefit tax laws.

DEFINING YOUR BEST POSSIBLE SOLUTIONS

These ever-changing standards and accountabilities require adjusting computer systems and internal processes to adapt to the changing standards and then to report in accordance with the new standards. This shift in the environment has caused a shift in the City thinking about an audit firm. We understand that the City requires a year-round partner, who will assist the City in keeping up to date with the standards and provide assistance, when needed, on specialty topics, as well as someone who can audit to the standards. Sikich is on the leading edge of the standards as they are being developed. We also have a strong commitment to current and effective technology as our firm has a solid core of technological abilities supported by a full technology division.

DEFINING YOUR FUTURE SUCCESS

Additional details around our audit-specific capabilities are included in the next section of this document. These capabilities, in combination with our timely completion and issuance of your reports, will not only fulfill your current needs, but will undoubtedly drive stability for the City of Crystal Lake.

Throughout the following paragraphs, you will find summaries of each section within this proposal. We encourage you to review each section in its entirety to gain a detailed understanding of how we can help you build your bottom line and achieve success.

WHY CITY OF CRYSTAL LAKE SHOULD SELECT SIKICH

Clients turn to us because our professionals are uniquely qualified to provide the service and industry expertise necessary to drive their organizational success. Specifically, Sikich offers the access to resources, decades of experience and passion for action necessary to face your challenges head-on with you.

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

A crucial component to the City's success is working with a team completely dedicated to the government industry, ensuring that those individuals understand your challenges and what it takes to realize success. Your engagement team is made up of senior professionals who will provide the expertise, insights and responsiveness your organization requires.

SPECIFIC AUDIT APPROACH

Our approach is always holistic, forward-thinking and customized for the City's specific needs. We operate in a way that provides full attention to evaluating significant areas, including those that present the greatest risk and where new opportunities for financial and operational improvement may exist.

SCOPE OF SERVICES FOR THE CITY OF CRYSTAL LAKE

The scope of our work for the City is outlined in the following proposal. We want to invest in what we hope will become a long-lasting relationship with the City, which is why we commit to delivering the results the City requires. The timeline of the engagement on which we are proposing is outlined in this section.

We would be honored to continue to call the City of Crystal Lake our client and look forward to working with you.

TECHNICAL PROPOSAL

STATEMENT OF INDEPENDENCE

Sikich has evaluated its independence from the City of Crystal Lake and its component units in accordance with generally accepted auditing standards, the Governmental Auditing Standards, 2018 revision, published by the U.S. Government Accountability Office, and the AICPA Code of Professional Conduct. Based upon our evaluation, Sikich is free of any personal and external impairment with respect to the City and its component units, and is independent with respect to any non-attest services provided to the City and its component units, both in fact and in appearance to any knowledgeable third party.

LICENSE TO PRACTICE IN ILLINOIS

Sikich is a licensed Public Accountant Limited Liability Partnership in Illinois (license #066-003284). All of the partners assigned to the engagement are registered and licensed Certified Public Accountants (CPAs) in Illinois. In addition, all of the professional staff assigned to the engagement are full time staff and are either registered Certified Public Accountants or are completing the exam.

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

Sikich commits to providing a team of senior professionals, all of whom have unmatched expertise in the government industry.

A crucial component to the City of Crystal Lake's success is working with a team that is completely dedicated to the government industry, ensuring that those individuals understand your challenges and what it takes to realize success. The City will receive unparalleled levels of expertise, insights and responsiveness from a team of senior professionals who have significant experience working with government entities. Should the City require rotation of any member of the engagement team during the term of this proposal, Sikich has the depth of resources to accommodate such request(s).

Our firm offers several employee retention programs, including tuition reimbursement, CPA review and exam assistance, a computer purchase program, travel assistance and more. We have been named as a Best Place to Work for several years, both on a local and national level. We make every effort to recruit and retain quality staff. However, employee turnover is inevitable. In the event of staff turnover on the City engagement, we will seek the prior written approval of City.

SPECIFIC AUDIT APPROACH

From identifying expectations to executing a plan to preparing for next year, our approach is holistic and always forward-thinking.



For the City of Crystal Lake, our approach satisfies a number of requirements, including high-quality service, access to senior resources and specialization in the government industry. We strongly believe Sikich is the firm that can offer you all of these and more.

We will tailor this engagement to the City's specific needs—always with a view toward identifying new opportunities for financial and operational improvement. Procedures are designed to give full attention to evaluating significant areas, including those that present the greatest risk. Sikich's holistic approach will address critical compliance and risk management needs.

Before embarking on this engagement, we will make certain to have a clear understanding of your mission and strategic direction. We do this by identifying and addressing risks and helping you ensure financial strength. We strongly believe there is no such thing as too much communication, not only during the engagement, but also throughout the year.

AUDIT STANDARDS

The objective of our audit is to issue an unmodified opinion on the City of Crystal Lake's governmental activities, business-type activities, the discretely presented component unit, each major fund and the aggregate remaining fund information that collectively comprise City's basic financial statements. The audit will be conducted in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, and, if necessary, generally accepted government auditing standards issued by the United States Government Accountability Office (GAO, 2018), the Single Audit Act of 1996 and the Uniform Guidance. Our firm will issue an opinion on the basic financial statements and will subject the combining and individual fund financial statements and schedules and any other supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

In addition, we will apply certain limited procedures to the Required Supplementary Information. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

We will not audit the statistical or introductory sections of the annual comprehensive financial report and accordingly, will not express an opinion on the information contained in these sections.

Wherever possible, we will utilize your schedules to maximize efficiencies and contain audit costs. We request that the City provide us with the basic information required for our audit.

Sikich's audit approach includes, but is not limited to, the following procedures:

- Audit plan development
- Determination of materiality
- Audit risk evaluation
- Interviews with management to provide information for detailed documentation of the internal control structure
- Interviews and analysis of audit evidence to identify and assess risks that may result in material misstatement due to fraud
- Measurement of accounting presentation and compliance reporting by identifying and focusing on areas sensitive to organizations like the City of Crystal Lake
- Performance of testing to evaluate your organization's internal control structure
- Confirmation of various accounts, performance of substantive testing and analytical procedures
- Performance of additional testing, as necessary

PRACTICAL AND CONSTRUCTIVE MANAGEMENT LETTER COMMENTS

We believe the management letter is an important part of the engagement, and we encourage all members of our engagement team to give thoughtful consideration toward developing constructive comments within the constraints of the overall engagement. Our policies regarding management letters adhere to the Professional Standards of the AICPA. If significant deficiencies and material weaknesses in internal controls are noted during the audit, they are required to be communicated in writing to those charged with governance. Items of an immaterial nature (i.e., clerical problems, minor procedures or reporting problems, etc.) are communicated to management. In both cases, we adhere to a strict firm policy that all comments and recommendations are discussed in preliminary form with appropriate personnel prior to their communication. This allows for clarification of misunderstandings, miscommunication or compensating controls or factors which may be in place.

QUALITY CONTROL

At Sikich, we are committed to providing the highest quality audits in the industry. The City of Crystal Lake can be assured of receiving the highest level of quality and ethical professional services. Quality control is so important to us that our firm has been a member of the Private Companies Practice Section of the Division for CPA Firms of the AICPA since our formation in 1982. As such, we have voluntarily submitted our audit and accounting practice to quality control reviews of our compliance with professional standards as established by the AICPA and, more recently, by the United States Government Accountability Office, for more than 30 years. In 2023, we received our twelfth consecutive peer review unmodified ("pass") report. This is the highest level of recognition conferred upon a public accounting firm for its quality control systems. Also, we go beyond the external reviews and maintain strong internal reviews of procedures and processes with oversight by our Quality Assurance Committee and our Partner-in-Charge of Quality Assurance. Please refer to the Exhibits section for a copy of our most recent peer review which included a review of specific government engagements since this accounts for a significant segment of our practice.

In addition, our state and local government reports have been reviewed by numerous federal and state oversight bodies and professional organizations. These reports have been judged to meet and, in most instances, exceed industry standards and requirements. Sikich has not been the subject of any disciplinary action or inquiry during the past five years. Sikich is a member of the AICPA's Governmental Audit Quality Center (GAQC), which is a firm-based voluntary membership center designed to promote the importance of quality governmental audits and the value of these audits to purchasers of government audit services. As a member of the GAQC, Sikich has access to key information and comprehensive resources that we use to help ensure our compliance with appropriate professional standards and laws and regulations that affect our audits. Through our membership in the GAQC, we also adhere to membership requirements designed to enhance the quality of our audit practice.

WHY THE CITY OF CRYSTAL LAKE SHOULD SELECT SIKICH

Our team works devotedly with governmental entities just like yours, has the resources required to perform this engagement and is technically experienced and insightful.

As previously mentioned, clients turn to us because our professionals are uniquely qualified to provide the service and industry expertise necessary to drive their organizational success. Your challenges are our challenges, and chances are, we have successfully faced them many times before. Aside from this, here are a number of reasons how the City can benefit from a relationship with Sikich.

ACCESS

With Sikich, you get access to a multitude of resources that will help your organization grow today and in the future.

ACCESS TO SENIOR RESOURCES

You will gain confidence in your operations by working with a team of articulate professionals who have received the highest recognitions in their fields. To demonstrate the importance of our relationship, we pledge to provide you with unparalleled involvement from our most senior resources. Our partners are on-site during audit fieldwork and are available year-round for direct consultation as issues occur.

ACCESS TO EDUCATION

The City of Crystal Lake will remain abreast of regulatory changes and best organizational practices as Sikich's team receives ongoing continuing education they will directly apply to the City's engagement. We accomplish this by anticipating your needs based on our experience with you and your industry, and using a variety of communication channels: timely responses to your questions; informal discussions; mailings on topics of interest to you; and relevant seminars, all of which are complimentary for our clients. Past topics of thought leadership have included:

- Governmental Accounting and Financial Reporting Update
- GASB Statement No. 84 Fiduciary Activities
- GASB Statement No. 87 Leases
- The New GASB Reporting Model
- Accounting & Report for Cash and Investments
- Preparing a Management's Discussion and Analysis
- Capital Assets including Asset Retirement Obligations and Impairments
- Long-Term Debt and Leases
- Economic Condition Reporting
- Financial Reporting Entity
- Accounting for Insurance and Employee Benefits
- Payroll Reporting for Government Entities
- Year-End Payroll Updates
- The New Look of HR: 2021
- Fraud and Internal Controls
- Fraud and Cybersecurity in the Remote Environment

ACCESS TO VALUE

Your organization will receive extraordinary value for Sikich's fee because we are dedicated to a customer-centric approach that includes open communication, respect and clear results. As a leader, the overall success of your organization should be the core of your focus. We're here to be your trusted advisor for those functions you can't focus on every moment, as well as for issues affecting the government industry, including new accounting pronouncements and employee benefit regulations. We understand that each client has its own unique set of needs, business practices and operating environment. Our services are tailored to the specific needs of your organization.

EXPERIENCE

Helping clients achieve long-term success is what we do. Our professionals will bring to your engagement the deep industry and service-level experience they have accumulated throughout the years.

EXPERIENCE IN YOUR INDUSTRY

Sikich's state and local government team provides services to more than 450 counties, cities, villages, towns and other local governments. Many of these have been long-standing clients and are evidence of our dedication to the state and local government industry and our ability to provide high quality, timely services within this specialized industry. These clients and related work have enabled our firm to develop an extensive nationally recognized expertise in governmental accounting, auditing and financial reporting procedures and practices.

Senior members of our government services team presently hold memberships and are actively involved in numerous governmental organizations, including:

- AICPA Government Audit Quality Center
- American Institute of Certified Public Accountants (AICPA)
- Central Association of College and University Business Officers (CACUBO)
- GFOA Special Review Committee (SRC)
- Government Finance Officers Association of Missouri (GFOA-MO)
- Government Finance Officers Association of the United States and Canada (GFOA)
- ICPAS Governmental Report Review Committees
- IGFOA Technical Accounting Review Committee
- Illinois Association of County Board Members and Commissioners (IACBMC)
- Illinois Association of Fire Protection Districts (IAFPD)
- Illinois Association of Park Districts (IAPD)
- Illinois Association of School Business Officials (IASBO)
- Illinois City/County Management Association (ILCMA)
- Illinois County Treasurers' Association (ICTA)
- Illinois CPA Society (ICPAS)
- Illinois Government Finance Officers Association (IGFOA)
- Illinois Library Association (ILA)
- Illinois Municipal Treasurers Association (IMTA)
- Illinois Parks and Recreation Association (IPRA)
- Illinois Tax Increment Association (ITIA)
- International City/County Manager's Association (ICMA)
- National Association of College and University Business Officers (NACUBO)

EXPERIENCE IN WHAT WE DO

Your Sikich engagement team is comprised of senior CPAs who have been working in the field for years. Providing high-quality audit services is second nature to each of them, which is proven through our impressive track record of helping clients succeed. This team will provide the City of Crystal Lake with timely completion of professional services. Moreover, members of the Sikich government services team have served as expert speakers to organizations, state GFOAs and others for formal presentations at local meetings and annual conferences on a variety of governmental accounting, auditing and financial reporting topics. We have also developed governmental accounting, auditing and financial reporting training courses for various organizations with members of our firm serving as lead instructors for the courses.

EXPERIENCE IN GOVERNMENT OPERATIONS

Because of our large, diverse client base and our ability to attract talent from a variety of professional backgrounds, Sikich has an established reputation as one of the leading providers of professional services in the Midwest to governmental entities. Our team of professionals specializes in the management, operations and financing of general-purpose state and local governments, park districts, intergovernmental organizations, municipal utilities and special districts. This focus and our exemplary reputation assure the City the highest quality work and the most cost-effective delivery of services.

INITIATIVE

One of our strengths at Sikich is our need to be proactive. We find potential issues before you have to worry about them, because we're ready with a solution.

INITIATIVE FOR CUSTOMIZED SOLUTIONS

One-on-one, you will receive customized solutions based on your unique needs, and only your unique needs. You will find that achieving financial stability and growth, as well as uncovering new opportunities to improve performance, is possible through the strategies that Sikich experts will recommend and on which they will educate you.

After a more thorough review of your operations and audit-specific matters, we may uncover other opportunities. As part of our ongoing service and commitment to the City, we keep you abreast of regulatory changes and best business practices to ensure we identify crucial opportunities that will benefit the City.

INITIATIVE FOR YOUR SATISFACTION

The City of Crystal Lake's success is built upon the quality services and value you feel you receive from Sikich, which is why we will continually gauge your satisfaction to enhance our relationship. At various checkpoints during the engagement, a Sikich representative will meet with you to discuss how satisfied you have been with our services, our team and the value we provide. Areas stressed during these meetings will include:

- What can we do to make our services more valuable to you?
- What specific part of our service exceeded your expectations?
- In which areas do you feel we need improvement?
- Do you feel like a valued client of the firm?
- What is your vision for the City?

SCOPE OF SERVICES FOR THE CITY OF CRYSTAL LAKE

We will exceed your expectations by conducting and delivering on a high-quality engagement within your required timeline—all for a reasonable fee.

We are proposing to provide the following services to the City of Crystal Lake:

- Audit of basic financial statements and discretely presented component unit (Crystal Lake Public Library) of the City of Crystal Lake for the fiscal year ending December 31, 2024;
- Preparation of bound copies and an electronic copy (.pdf) of the annual comprehensive financial report (report covers, introductory section, MD&A and certain statistical data to be provided by the City);
- Preparation of an electronic copy (.pdf) of the management letter for the City of Crystal Lake, communicating any material weaknesses and significant deficiencies found during the audit and our recommendations for improvement;
- Preparation of an electronic copy (.pdf) of the report on compliance with Public Act 85-1142 (TIF);
- Preparation of an electronic copy (.pdf) of the Single Audit Report, if applicable;
- Preparation of Data Collection Form to be submitted to the Federal Audit Clearinghouse, if applicable
- Assistance in completing and filing the required application and supporting documents to apply for the Certificate of Achievement for Excellence in Financial Reporting;
- Retain workpapers for seven (7) years in accordance with firm standards;
- Reporting to the City Council in accordance with Statement on Auditing Standards (SAS) No. 114, Communications with Those Charged with Governance; and
- Exit conference(s) with City Officials to present the completed audit and related materials.

IDENTIFICATION OF POTENTIAL AUDIT PROBLEMS

Our firm's approach to resolving any problems that arise during the audit is the same as our overall approach to the audit—professionalism. Professionalism in performing the audit is the cornerstone to our philosophy during all phases of the audit. Any problems encountered during the audit, except for irregularities and illegal acts, will be discussed and documented with the appropriate individuals as defined in our professional standards. The timing of this discussion will provide the City with ample time to rectify any situations that may otherwise result in the issuance of a qualified audit opinion. Irregularities and illegal acts detected or of which we become aware of will be communicated in writing to the appropriate level as defined in our professional standards.

Our firm's philosophy on additional fees and/or billings is based on an understanding between the firm and the client of the scope of the work to be performed. We have proposed a "not-to-exceed fee" for the audit, the scope and timing of which was specified by the City. The billings for the audit would not exceed this fee unless the City specifically requests that the scope of the engagement be expanded and the City and the firm reach a mutual agreement, in writing, as to the expanded scope of the engagement and the fee, if any, for the expanded scope.

Sikich will comply with all relevant rules and regulations of authoritative bodies and the AICPA Code of Professional Conduct regarding access to our working papers and audit documentation. Reasonable requests for access will not be denied.

ADDITIONAL RESOURCES AND SERVICES

With more than a dozen services, our areas of expertise are oftentimes complementary of one another. How else can we help you meet your government's goals?

Many times, the challenges for which you enlist Sikich's help may be faced more effectively by integrating several of our services. Take a look at what we offer and talk to your engagement partner about how these services may complement what you are already seeking.

DISPUTE ADVISORY

Disputes of any kind or size can be difficult to handle on your own. For example, what would happen if you began suspecting employee fraud within your organization? A dispute advisory expert can handle every aspect, from insurance claim preparation and being the liaison with law authorities, to creating a fraud prevention program and improving your organization's internal controls.

HUMAN RESOURCES

Your people are a large part of what makes up your organization. Recruiting, training and retaining employees are vital parts of ensuring your organization continues to provide only the best for your constituency. With services such as recruiting and onboarding, compensation and compliance, employee benefits and more, you can better understand what will keep your employees happy and productive.

MARKETING

The effectiveness of your marketing efforts can make or break your organization's success. From eye-catching logos to print and digital collateral, every piece must work for an intended audience. By delivering the right stories and amplifying those messages, you will properly position your organization in the marketplace.

NOT-FOR-PROFIT SERVICES

Funding challenges, increased demand from stakeholders and changing trends and policies can make it difficult for not-for-profit organizations to reach their goals. For those common challenges and others more specific to your organization, you need a professional services partner with an industry-dedicated team to deliver the accounting, advisory and technology services that will help you work toward your mission.

PROCESS IMPROVEMENT

Processes truly define organizations, but are often forgotten when seeking root causes to problems or managing more efficient and effective services. Improvements to existing processes—ranging from development review to utility billing—have the potential to decrease cycle time, increase quality and result in higher customer satisfaction. Sikich employs a customer-centric approach to process improvement by involving internal and external customers to understand and make meaningful improvements while continuing to meet their needs.

PUBLIC RELATIONS

Achieve a higher media profile, greater mindshare among your constituents and proper positioning in the marketplace with a thoughtful, research-based and integrated approach to public relations. From overall positioning to media relations, conveying the right stories to the right people is critical in an effective public relations program.

TECHNOLOGY: IT SERVICES

Staying ahead of, or even simply keeping up with, continually changing and complex technology developments can be challenging. Organizational management software, cloud solutions, strategic information technology and IT consulting can all drive your organization toward increased productivity—if implemented the right way.

TECHNOLOGY: SECURITY AND COMPLIANCE

Keeping your organization safe from data breaches and other information security concerns is critical, especially given the vast number of organizations that have been compromised in the last couple of years. Understand where the vulnerabilities in your network lie by obtaining independent, unbiased and technically qualified security assessments—from penetration testing to forensic analyses.

FEE PROPOSAL

PROPOSAL COST SUMMARY – TWO YEAR EXTENSION

	12/31/2024	12/31/2025
Financial Audit*	$ 40,775	$ 42,405
Single Audit**	2,955	3,075
Annual Comptroller Report	1,005	1,045
TIF - Main Street	885	920
TIF - Virginia Street	885	920
TIF - Vulcan Lakes	885	920
Total	**47,390**	**49,285**

PROPOSAL COST SUMMARY – FIVE YEAR EXTENSION

	12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028
Financial Audit*	$ 40,125	$ 41,330	$ 42,985	$ 44,703	$ 46,490
Single Audit**	2,900	2,985	3,105	3,230	3,360
Annual Comptroller Report	985	1,015	1,055	1,100	1,145
TIF - Main Street	870	895	930	965	1,005
TIF - Virginia Street	870	895	930	965	1,005
TIF - Vulcan Lakes	870	895	930	965	1,005
	46,620	**48,015**	**49,935**	**51,928**	**54,010**

*Includes Consolidated Year-End Financial Report (CYEFR)

**If required

If a Generally Accepted *Government Auditing Standards* opinion is required for the State of Illinois Grant Accountability and Transparency Act (GATA) compliance, the fee would be 50% of the Single Audit fee noted above.

The fees proposed do not include the cost of implementing any new pronouncements including GASB Statement No. 96, *Subscription Based IT Arrangements*. We estimate additional charges between $2,000 to $3,000 based on the level of effort required for the implementation.

These fees assume that the City of Crystal Lake will provide the auditors with electronic copies of adjusted trial balances by individual funds, a year-to-date general ledger with details of postings to all accounts, subsidiary ledgers that agree or are reconciled to the general ledger and will prepare certain schedules of account analysis and confirmations of account balances.

We invoice our clients on a monthly basis as services are provided. Payments for all services are due within 60 days of receipt of an invoice. Invoices not paid within 60 days are assessed a finance charge of 1 percent per month (12 percent annually).

EXHIBITS

We know you likely have many more questions for us. Take a look at the attached documents for additional information about our firm and those who will work with you.

SIKICH RESOURCES

STATE & LOCAL GOVERNMENT SERVICES

FIRM PROFILE

PEER REVIEW

LOCAL GOVERNMENT RESOURCES



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STATE AND LOCAL GOVERNMENT SERVICES



Government agencies experience increasing pressure to be more effective, efficient and transparent.

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Whether you represent a general purpose local government or special district, Sikich will help you meet your goals by providing professional guidance in your accounting, marketing, human resources, technology and other advisory functions.

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WHO WE SERVE:

Our government clients represent a wide range of industry sectors including:

- Counties
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- Other Special Districts
- Pension Plans
- Park Districts
- Forest Preserve Districts
- Public Libraries
- Community Colleges
- School Districts
- Water Authorities
- Water Reclamation Districts
- State Departments & Agencies

TEAM **LEADER**



ANTHONY CERVINI
CPA, CFE
STATE & LOCAL GOVERNMENT AUDIT LEADER

T: 630.566.8574
E: anthony.cervini@sikich.com

WHY SELECT **SIKICH?**

Our team works devotedly with units of local government like yours to provide the resources required to help you focus on managing your organization, while we take care of everything behind-the-scenes.

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STATE AND LOCAL GOVERNMENT SERVICES

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ABOUT **SIKICH**

Sikich LLP is a global company specializing in technology-enabled professional services. Now with more than 1,500 employees, Sikich draws on a diverse portfolio of technology solutions to deliver transformative digital strategies and ranks as one of the largest CPA firms in the United States. From corporations and not-for-profits to state and local governments and federal agencies, Sikich clients utilize a broad spectrum of services and products to help them improve performance and achieve long-term, strategic goals.

Securities offered through Sikich Corporate Finance LLC, member FINRA/SIPC. Investment advisory services offered through Sikich Financial, an SEC Registered Investment Advisor.

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ACCOUNTING TECHNOLOGY ADVISORY

Sikich LLP is a global company specializing in technology-enabled professional services.

Now with more than 1,700 employees, Sikich draws on a diverse portfolio of technology solutions to deliver transformative digital strategies and ranks as one of the largest CPA firms in the United States. From corporations and not-for-profits to state and local governments and federal agencies, Sikich clients utilize a broad spectrum of services and products to help them improve performance and achieve long-term, strategic goals.

INDUSTRIES

Sikich provides services and solutions to a wide range of industries. We have devoted substantial resources to develop a significant base of expertise and experience in:

AGRICULTURE	AUTOMOTIVE	CONSTRUCTION & REAL ESTATE
DISTRIBUTION & SUPPLY CHAIN	GOVERNMENT	HIGH-TECH
LIFE SCIENCES	MANUFACTURING	NOT-FOR-PROFIT
PRIVATE EQUITY	PROFESSIONAL SERVICES	

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- Employee Benefit Plan Audits
- International Tax
- Tax

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- Cloud & Infrastructure
- Consulting & Implementation
- Cybersecurity & Compliance
- Digital Transformation Consulting

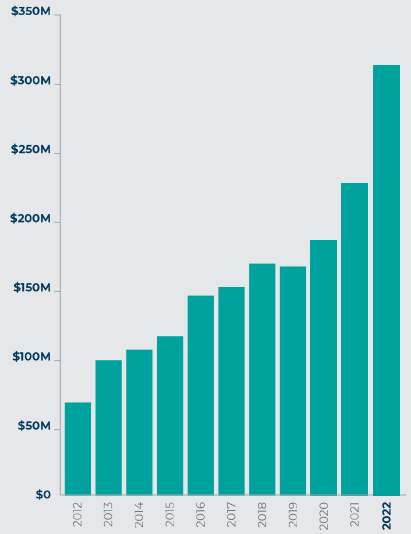
ADVISORY

- Forensic & Valuation Services
- Governance, Risk & Compliance Services
- Human Capital Management & Payroll Consulting
- Insurance Services
- Investment Banking*
- Marketing & Communications
- Retirement Plan Services
- Regulatory, Quality & Compliance
- Site Selection & Business Incentives
- Succession Planning
- Supply Chain
- Transaction Advisory Services
- Wealth Management**
- Workforce Risk Management

** Securities offered through Sikich Corporate Finance LLC, member FINRA/SIPC.*
*** Investment advisory services offered through Sikich Financial, an SEC Registered Investment Advisor.*

WHO WE ARE

TOTAL PARTNERS ..... **100+**
TOTAL PERSONNEL ..... **1,700+**
2022 REVENUE **$316.4M**



OFFICE LOCATIONS

Ahmedabad, GJ
Alexandria, VA
703.836.1350
703.836.6701
Bangalore, KA
Boston, MA
508.485.5588
Chattanooga, TN
423.954.3007
Chicago, IL
312.648.6666
Cleveland, OH
440.238.0445
Coimbatore, TN
Decatur, IL
217.423.6000
Indianapolis, IN
317.842.4466
Los Angeles, CA
877.279.1900
Sacramento, CA
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Milwaukee, WI
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Naperville, IL
630.566.8400
Peoria, IL
309.694.4251
Princeton, NJ
609.285.5000
Richfield, OH
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Springfield, IL
217.793.3363
St. Louis, MO
314.275.7277
Washington, MO
636.239.4785

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CULTURE

Our dynamic work culture fosters learning, growth and innovation, attracting top-notch team members who see the big picture. Sikich's culture is built on a flexible, trusting work environment and the key pillars of Absolute Integrity, Bias for Action, Continuous Innovation and Servant Leadership. We believe our people are our greatest asset and work hard to ensure that all team members feel empowered, comfortable and valued.

Great Place To Work. Certified FEB 2023-FEB 2024 USA

CERTIFICATIONS & AWARDS

All professional accounting staff with more than one year of experience have earned or are working toward earning the Certified Public Accountant designation. Sikich is a member of the **American Institute of Certified Public Accountants' Governmental Audit Quality Center** and the **Employee Benefit Plan Audit Quality Center.**

AICPA Governmental Audit Quality Center

AICPA Employee Benefit Plan Audit Quality Center Member

We adhere to the strict requirements of membership, which assure we meet the highest standards of audit quality. **In 2020, Sikich received its 11th consecutive unmodified ("pass") peer review report,** the highest level of recognition conferred upon a public accounting firm for its quality control systems.

Sikich ranks among the **top 30 firms nationally** on the ***Accounting Today*** **Top 100 Firms list.**

Sikich is among the **50 firms that place on Inside Public Accounting's 2023 Best of the Best Firms,** an exclusive list that ranks organizations on key areas of management, growth and strategic vision.

INSIDE public accounting BEST OF THE BEST FIRMS 2023

Sikich is a **Microsoft Dynamics' 2023/2024 Inner Circle** award recipient, a recognition that places Sikich in the **top 1% of all Microsoft Business Applications partners globally**.

2023/2024 INNERCIRCLE for Microsoft Business Applications

We also maintain the **Oracle NetSuite 5 Star Award** and are among the **top three U.S. partners of Oracle NetSuite**.

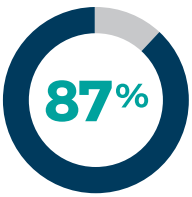
ORACLE + NETSUITE 5 STAR AWARD 2021 ★★★★★

Sikich ranks on the **Redmond Channel Partner Magazine's top 350 Microsoft partners in the U.S.**, **CRN's Top 500 Managed Service Providers, CRN's Top 500 Solution Providers** and **Channel Futures' MSP 501.**

CYBERSECURITY BREAKTHROUGH AWARD 2023 · RCP 350 TOP U.S. MICROSOFT PARTNERS · CRN MSP 500 2023 · CRN SOLUTION PROVIDER 500 2023 · MSP 501 Channel Futures

NET PROMOTER SCORE

The firm's overall Net Promoter Score (NPS) is 87%.
This is a measure of our clients' willingness to recommend Sikich's services and products. An NPS of 50% is considered excellent, and 70% NPS is considered world-class.



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ANDERS
CPAs + ADVISORS

Report on the Firm's System of Quality Control

August 30, 2023

To the Partners of Sikich LLP
and the Peer Review Alliance Report Acceptance Committee

We have reviewed the system of quality control for the accounting and auditing practice of Sikich LLP (the firm) in effect for the year ended March 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at http://www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included (engagements performed under *Government Audit Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, and examinations of service organizations [SOC 1 and SOC 2 engagements]).

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Sikich LLP in effect for the year ended March 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Sikich LLP has received a peer review rating of *pass*.



ANDERS MINKLER HUBER & HELM LLP
Certified Public Accountants

Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: March 5, 2024

Item: Approval of Intergovernmental Agreements associated with the Re-Establish Crystal Creek Project

Staff Recommendation:

1. Motion to adopt a Resolution authorizing the City Manager to execute the Intergovernmental Agreement between the City of Crystal Lake and the Crystal Lake Community Consolidated School District 47 Relative to Construction of the Re-Establish Crystal Creek Project.

2. Motion to adopt a Resolution authorizing the City Manager to execute the Intergovernmental Agreement between the City of Crystal Lake and the Crystal Lake Park District Relative to Construction of the Re-Establish Crystal Creek Project

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

---

Background:

A section of Crystal Creek, behind South Elementary School and in front of Lundahl Middle School, was placed in an undersized storm sewer around the time the schools were constructed. The exhibit shows the sections of the creek that is currently open channel flow (blue dotted line), the recently replaced and upsized culverts (yellow rectangles), and the section that is currently in an undersized storm sewer (red dashed line).



The Re-Establish Crystal Creek project will remove the undersized storm sewer and establish an open channel creek similar to what currently exists north and south of the project. This will reduce area flooding, improve water quality and benefit the ecology of the creek. The project will also reduce the extent and depth of the flooplain in some areas.

Construction is anticipated to commence in May of 2024 and must minimize impacts to school operations and activities. Therefore, construction work will span two construction seasons (summer 2024 and 2025.) A consultant is needed for the construction engineering portion of the improvement.

Intergovernmental Agreement

The improvement will be located on School District 47 property as well as the Crystal Lake Park District property, south of St. Andrews Lane. An intergovernmental agreement has been prepared that establishes a temporary easement during construction and a permanent easement for the City to maintain the creek and culverts after construction. It also establishes utility easements for the City's existing water and sanitary sewer lines on the property.



There is an existing practice baseball field at the southeast corner of Lundahl Middle School. This small practice field is not used by Lundahl Middle School. It is utilized by the Crystal Lake Little League for their youngest players (4-year-olds). The field will be removed (and not replaced) with this improvement. The City met with the Crystal Lake Little League and the Crystal Lake Park District regarding options for improving a field at a Park District park. To mitigate the loss of the field, the City will pay $10,000 to the Crystal Lake Park District. The Park District, in consultation with the Little League, will improve an existing baseball field at one of the Park District parks with these funds.

Recommendation:

The City's legal counsel has reviewed the intergovernmental agreement and has deemed it acceptable. The Crystal Lake School District 47 approved the Intergovernmental Agreement at their February 20, 2024 board meeting and the Crystal Lake Park District will be bringing the Intergovernmental Agreement forward to their Board at an upcoming meeting.

Votes Required to Pass:

Simple Majority

RESOLUTION

WHEREAS, the CITY OF CRYSTAL LAKE has determined that re-establishing Crystal Creek between Highland Avenue and St. Andrews Lane will reduce flooding, improve water quality, and benefit the ecology of Crystal Creek; and

WHEREAS, the majority of the improvement is located on CRYSTAL LAKE COMMUNITY CONSOLIDATED SCHOOL DISTRICT 47 property; and

WHEREAS, said improvement will mutually benefit the residents of the CITY and the CRYSTAL LAKE COMMUNITY CONSOLIDATED SCHOOL DISTRICT 47.

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 an intergovernmental agreement between the CITY OF CRYSTAL LAKE and the CRYSTAL LAKE COMMUNITY CONSOLIDATED SCHOOL DISTRICT 47 to facilitate construction and maintenance of the Re-Establish Crystal Creek Project.

DATED this 5th day of March, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

Draft

PASSED: March 5, 2024
APPROVED: March 5, 2024

Draft

RESOLUTION

WHEREAS, the CITY OF CRYSTAL LAKE has determined that re-establishing Crystal Creek between Highland Avenue and St. Andrews Lane will reduce flooding, improve water quality, and benefit the ecology of Crystal Creek; and

WHEREAS, a portion of the improvement is located on CRYSTAL LAKE PARK DISTRICT property; and

WHEREAS, said improvement will mutually benefit the residents of the CITY and the CRYSTAL LAKE PARK DISTRICT.

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 an intergovernmental agreement between the CITY OF CRYSTAL LAKE and the CRYSTAL LAKE PARK DISTRICT to facilitate construction and maintenance of the Re-Establish Crystal Creek Project.

Draft

DATED this 5th day of March, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: March 5, 2024
APPROVED: March 5, 2024

Draft

PREPARED BY AND
AFTER RECORDING
RETURN TO:

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

INTERGOVERNMENTAL AGREEMENT AND GRANT OF EASEMENT BETWEEN THE CRYSTAL LAKE COMMUNITY CONSOLIDATED SCHOOL DISTRICT 47 AND THE CITY OF CRYSTAL LAKE FOR THE RE-ESTABLISH CRYSTAL CREEK IMPROVEMENT

THIS INTERGOVERNMENTAL AGREEMENT entered into this ____ day of _____, 2024 (the "AGREEMENT") between Crystal Lake Community Consolidated School District 47 ("DISTRICT 47") and the City of Crystal Lake ("CITY").

WHEREAS, the CITY desires to construct certain improvements which will re-establish Crystal Creek between Highland Avenue and St. Andrews and which will further include the upsizing of the existing culverts, as well as storm sewers and associated appurtenances (all of which may be referred to individually or collectively referred to herein as the "Improvements"), as depicted in the final design engineering plans and specifications prepared by Christopher B. Burke Engineering dated _____ (the "Plan and Specifications"); and

WHEREAS, DISTRICT 47 owns that certain real property at 19-07-203-006 and 19-06-454-001, and legally described in Exhibit A (the "DISTRICT 47 Property"); and

WHEREAS, the Improvements shall be constructed in substantial conformance with the Plans and Specifications; and

WHEREAS, the CITY wishes to install and maintain portions of the Improvements on those portions of DISTRICT 47 Property depicted on Exhibit B (the "Easement Areas"); and

WHEREAS, DISTRICT 47 agrees to grant to the CITY a perpetual easement for the installation, repair, maintenance and replacement of the Improvements upon the Easement Areas; and

WHEREAS, the IMPROVEMENTS will include the removal of the baseball backstop (the "backstop") located at the southeast corner of the DISTRICT 47 Property as well as the removal of two recreational metal pipe hoops near the northern limits of the DISTRICT 47 Property (the "metal pipe hoops"); and

Draft

NOW THEREFORE, in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY AND DISTRICT 47 agree as follows:

1. DISTRICT 47 does hereby grant, convey and warrant to the CITY and its contractors, forever, a non-exclusive perpetual easement as shown on Exhibit A over, under and across those portions of the Easement Areas for the purposes of construction of the IMPROVEMENTS as well as the maintenance, operation, repair, removal, use, alteration of, and replacement of the IMPROVEMENTS, together with the right of access at all reasonable times to the Easement Areas and over the Easement Areas for those purposes. For the avoidance of doubt, the grant of easement set forth herein, shall include the authority for the CITY to enter upon the DISTRICT 47 Property and to remove the backstop and metal pipe hoops.

2. DISTRICT 47 shall maintain all landscaping, including mowing of turf grass, within the Easement Areas except for the area between the two fences within the creek. The CITY shall maintain all fences within the Easement Areas. DISTRICT 47 shall also maintain all hard surfaces (ie: pavement and sidewalk) as well as curb and gutter areas within the Easement Areas.

3. DISTRICT 47, its successors and assigns, shall have and retain all rights to the use and occupation of the Easement Areas for its use and the use of the public, except as herein expressly granted and provided; and such use and occupation by DISTRICT 47 shall not be unnecessarily interfered with by any installation of the CITY permitted by this Intergovernmental Agreement.

4. The costs of construction, repairs and maintenance of the IMPROVEMENTS, shall be paid by the CITY. In the event any construction liens are filed against DISTRICT 47's Property, or any part thereof, or liens upon the public funds of DISTRICT 47 are filed in connection with any work performed by or on behalf of the CITY or in connection with any act or omission of the CITY pursuant to this Agreement, the CITY shall have said liens immediately discharged of record.

5. The City shall be permitted at all reasonable times to inspect the Easement Areas and to enter upon the Easement Areas to ensure that the terms of this Intergovernmental Agreement are being fulfilled and to perform maintenance and necessary landscaping work as provided herein. In and during whatever construction, operation, maintenance, inspection, repair, reconstruction, replacement or relocation that is or becomes necessary with respect to said IMPROVEMENTS, so much of the surface or subsurface of DISTRICT 47's Property as may be disturbed will, at the expense of the CITY, be repaired so that it is in substantially the same condition as it was prior to such disturbance, including

Draft

lawns and landscaping, paths and the like which were disturbed in the course of doing work. The CITY shall be responsible for all restoration of the Easement Areas.

6. The CITY will cause the least possible interference with the activities of DISTRICT 47 and the public on DISTRICT 47's Property in connection with this Intergovernmental Agreement.

7. The CITY hereby covenants and agrees to save, defend, indemnify and hold harmless DISTRICT 47, its elected and appointed officials, officers, employees, agents and the like, from and against any and all claims, demands, suits, cause of actions (at law or in equity), judgments, liabilities, or expenses, including, but not limited to, reasonable attorneys' fees and court costs (at trial or on appeal), arising out of or in any manner pertaining to the Easement Areas, this Intergovernmental Agreement or the construction, maintenance or installation of IMPROVEMENTS undertaken as part of this Intergovernmental Agreement, irrespective of whether required, optional or voluntary, as may be performed by the CITY or any agent of the CITY, including but not limited to any personal injuries, death, property damages and contract or lien claims in respect to the Easement Areas and this Intergovernmental Agreement.

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

Draft

CRYSTAL LAKE COMMUNITY CONSOLIDATE SCHOOL DISTRCT 47
300 Commerce Drive
Crystal Lake, IL 60014
Attention: _____

_____

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

9. Any contract entered into by the CITY for engineering and/or construction of IMPROVEMENTS in accordance with this Intergovernmental Agreement shall contain and extend indemnification, insurance requirements, and warranties to the CITY and to the DISTRICT 47. Certificates of insurance and insurance policy endorsements shall be required by the CITY of such contractors and shall name the DISTRICT 47 as an additional

insured. Any contract entered into by the CITY for construction in the Easement Areas shall specify that the contractor and any subcontractors shall follow the Prevailing Wage Act or the Davis Bacon Act.

10. Nothing herein shall be construed to create any rights or duties to third parties, it being the parties' mutual intent that there be no third party beneficiaries to this Intergovernmental Agreement.

11. This Intergovernmental Agreement shall be construed in accordance with the laws of the State of Illinois. Jurisdiction for any dispute shall be in the 22nd Judicial Circuit, McHenry County, Illinois.

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

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

14. The recitals to this Intergovernmental Agreement are incorporated by this reference.

Draft

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

Crystal Lake Community Consolidated School District 47	City of Crystal Lake
By: _____	By: _____
_____ Title, Name	Eric Helm, City Manager
Attest:	Attest:
_____	_____ Nick Kachiroubas, Clerk

EXHIBIT A

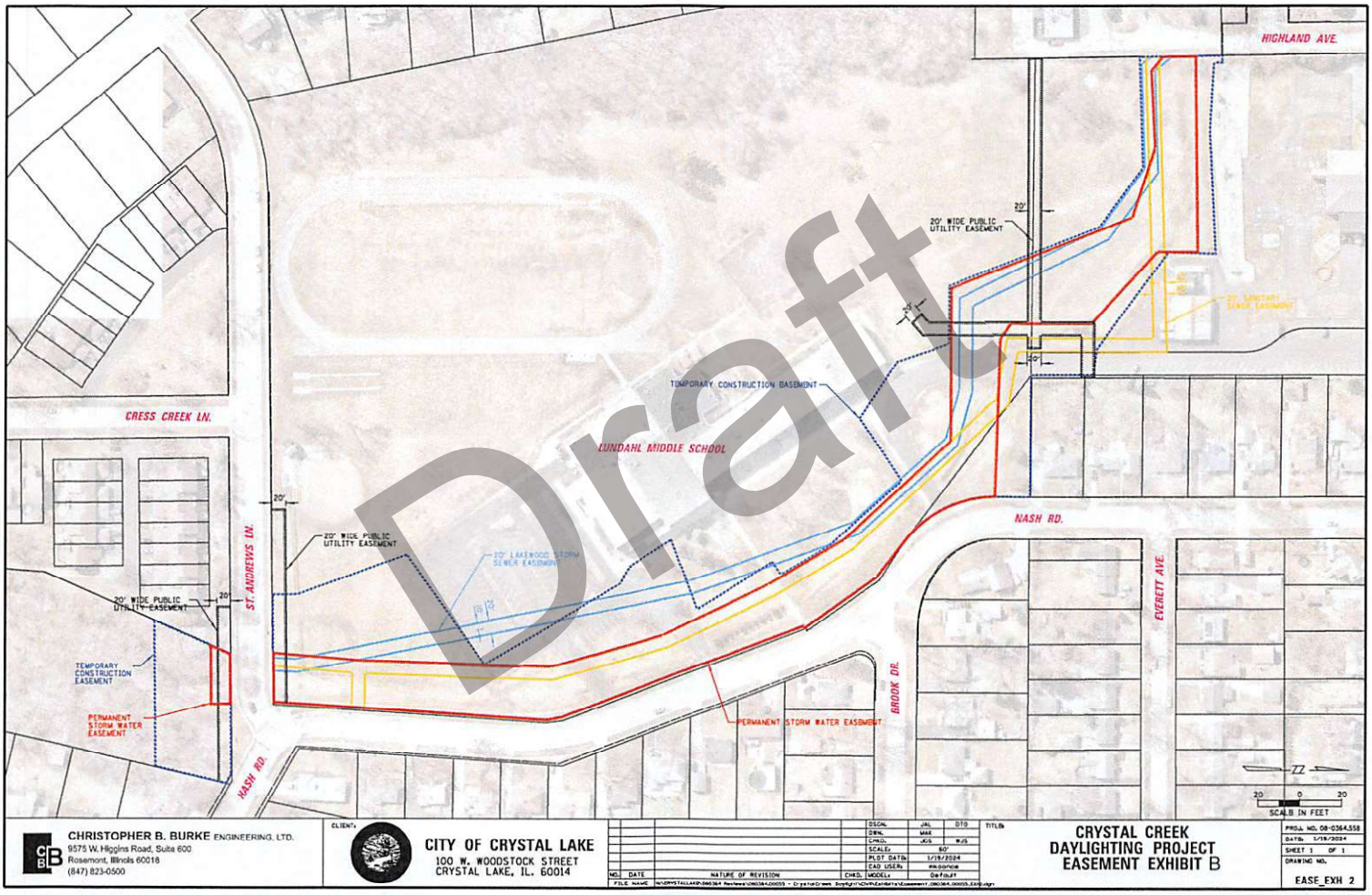
That part of Sections 6 and 7, Township 43 North, Range 8, East of the Third Principal Meridian, described ag follows: Beginning at a point in the South line of said Section 6, said point being the Southwest corner of Lot Ten (10) of the First Addition to Golf Road Subdivision; thence North along the West line of aforesaid Golf Road subdivision, 711.9 feet to the Southerly line of Golf Road; thence South 85 degrees 01 minutes West along said Southerly line of Golf Road, 468.5 feet; thence South 00 degrees 41 minutes East, 764.1 feet; thence South 81 degrees 52 minutes East, 320.0 feet; thence South 5 degrees 16 minutes West, 195.0 feet; thence North 89
degrees 19 minutes East, 575.7 feet; thence North 52 degrees 19 minutes West, 530.0 feet to the place of beginning, being situated in McHenry County, Illinois.

P.I.N.: 19-06-454-001

That part of the North half of Section 7, Township 43 North, Range 8 East of the 3rd P.M., described as follows: Beginning at the Southwest Corner of premises conveyed by Document No. 427976; thence Deed N 89°09' E., along the South line of said premises so conveyed for a distance of 150.0 feet to the Southeast Corner thereof; thence Deed S 10°59' E., along the Westerly line of premises conveyed by Document 341813 for a distance of 1022.9 feet to the Southwesterly Corner thereof; thence S 89° 18'16" W., 8.14 feet to a point of curvature; thence Southwesterly along a curved line convex Northwesterly, having a radius of 314.282 feet for an arc distance of 133.05 feet (chord bearing S 77°10'44" W., 132.06 feet), to the Southeasterly corner of Lot 33 in Unit One of Four Colonies; thence North 11°05'08" W., along the Easterly line of said Subdivision for a distance of 970.0 feet to an angle point; thence N 54°06'08"W., along the Northeasterly line of said Subdivision for a distance of 64.52 feet to a point; thence N 35°53'52" E., 49.79 feet to the place of beginning, in McHenry County, Illinois.

P.I.N.: 19-07-203-006

Draft



Draft

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

CLIENT:
CITY OF CRYSTAL LAKE
100 W. WOODSTOCK STREET
CRYSTAL LAKE, IL. 60014

NO.	DATE	NATURE OF REVISION

DSGN.	JAL DTD
DRN.	MAE
CHKD.	JCS WJS
SCALE:	50'
PLOT DATE:	1/19/2024
CAD USER:	mgoode
CHKD. MODEL:	Default

FILE NAME: N:\CRYSTALLAKE\P-0364 Reviews\0364-00055 - Crystal Creek Daylighting\Civil\Exhibits\Easement\0364-00055_EASE.dgn

TITLE:
CRYSTAL CREEK
DAYLIGHTING PROJECT
EASEMENT EXHIBIT B

PROJ. NO. 08-0364.558
DATE: 1/19/2024
SHEET 1 OF 1
DRAWING NO.
EASE_EXH 2

PREPARED BY AND
AFTER RECORDING
RETURN TO:

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

INTERGOVERNMENTAL AGREEMENT AND GRANT OF EASEMENT BETWEEN THE CRYSTAL LAKE PARK DISTRICT AND THE CITY OF CRYSTAL LAKE FOR THE RE-ESTABLISH CRYSTAL CREEK IMPROVEMENT

THIS INTERGOVERNMENTAL AGREEMENT entered into this ____ day of _____, 2024 (the "AGREEMENT") between Crystal Lake Park District ("CLPD") and the City of Crystal Lake ("CITY").

WHEREAS, the CITY desires to construct certain improvements which will re-establish Crystal Creek between Highland Avenue and St. Andrews Lane and which will include the upsizing of the existing culvert (the "Culvert") and all associated appurtenances at St. Andrews Lane and Crystal Creek, as well as storm sewers and associated appurtenances (all of which may be referred to individually or collectively referred to herein as the "Improvements"), as depicted in the final design engineering plans and specifications prepared by Christopher B. Burke Engineering dated _____ (the "Plan and Specifications"); and

WHEREAS, the CLPD owns that certain real property at 19-07-276-073 downstream of the Culvert and legally described in Exhibit A (the "CLPD Property"); and

WHEREAS, the Improvements shall be constructed in substantial conformance with the Plans and Specifications; and

WHEREAS, the CITY wishes to install and maintain portions of the Improvements on those portions of the CLPD Property depicted on Exhibit B as Permanent Storm Water Easement and 20' Wide Public Utility Easement (the "Easement Areas")

WHEREAS, CLPD agrees to grant to the CITY a perpetual easement for the installation, repair, maintenance and replacement of the Improvements upon the Easement Areas; and

WHEREAS, the IMPROVEMENTS will include the removal of a baseball backstop ("BACKSTOP") located at the southeast corner of the property owned by School District 47, which is located upon parcel 19-07-203-006 (the "District 47 Property"); and

WHEREAS, it is understood and agreed that the BACKSTOP is a recreational facility which is no longer necessary of useful for the community.

Draft

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

1. CLPD does hereby grant, convey and warrant to the CITY and its contractors, forever, a non-exclusive perpetual Permanent Storm Water Easement and a 20' Wide Public Utility easement as shown on Exhibit B over, under and across those portions of the Easement Areas for the purposes of construction of the IMPROVEMENTS as well as the maintenance, operation, repair, removal, use, alteration of, and replacement of the IMPROVEMENTS, together with the right of access at all reasonable times to the Easement Areas and over the Easement Areas for those purposes.

2. CLPD also hereby grants, conveys and warrants to the CITY and its contractors, a Temporary Construction Easement as shown on Exhibit B over, under and across those portions of the Temporary Construction Easement for the purposes of the initial construction of the IMPROVEMENTS. The Temporary Construction Easement shall automatically terminate and be of no further force or effect following the initial construction of the IMPROVEMENTS and acceptance thereof by the CITY or December 31, 2025, whichever is earlier,

3. CLPD, its successors and assigns, shall have and retain all rights to the use and occupation of the Easement Areas for its use and the use of the public, except as herein expressly granted and provided; and such use and occupation by CLPD shall not be unnecessarily interfered with by any installation of the CITY permitted by this Intergovernmental Agreement.

4. The costs of construction, repairs and maintenance of the IMPROVEMENTS, shall be paid by the CITY. In the event any construction liens are filed against CLPD's Property, or any part thereof, or liens upon the public funds of CLPD are filed in connection with any work performed by or on behalf of the CITY or in connection with any act or omission of the CITY pursuant to this Agreement, the CITY shall have said liens immediately discharged of record.

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

6. The CITY will cause the least possible interference with the activities of CLPD and the public on CLPD's Property in connection with this Intergovernmental Agreement.

Draft

7. The CITY will pay all costs for the removal of BACKSTOP and will pay CLPD the sum of $10,000 for the purpose of providing CLPD funds which CLPD may elect to apply for the installation of a backstop at another facility owned or operated by CLPD or such other recreational purpose as CLPD may find necessary and of benefit to CLPD and its residents.

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

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

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

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

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

11. Nothing herein shall be construed to create any rights or duties to third parties, it being the parties' mutual intent that there be no third party beneficiaries to this Intergovernmental Agreement.

Draft

12. This Intergovernmental Agreement shall be construed in accordance with the laws of the State of Illinois. Jurisdiction for any dispute shall be in the 22nd Judicial Circuit, McHenry County, Illinois.

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

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

15. The recitals to this Intergovernmental Agreement are incorporated by this reference.

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

Crystal Lake Park District

By: _____
President, Eric Anderson

Attest:

_____
Secretary, Jason Herbster

City of Crystal Lake

By: _____
Eric Helm, City Manager

Attest:

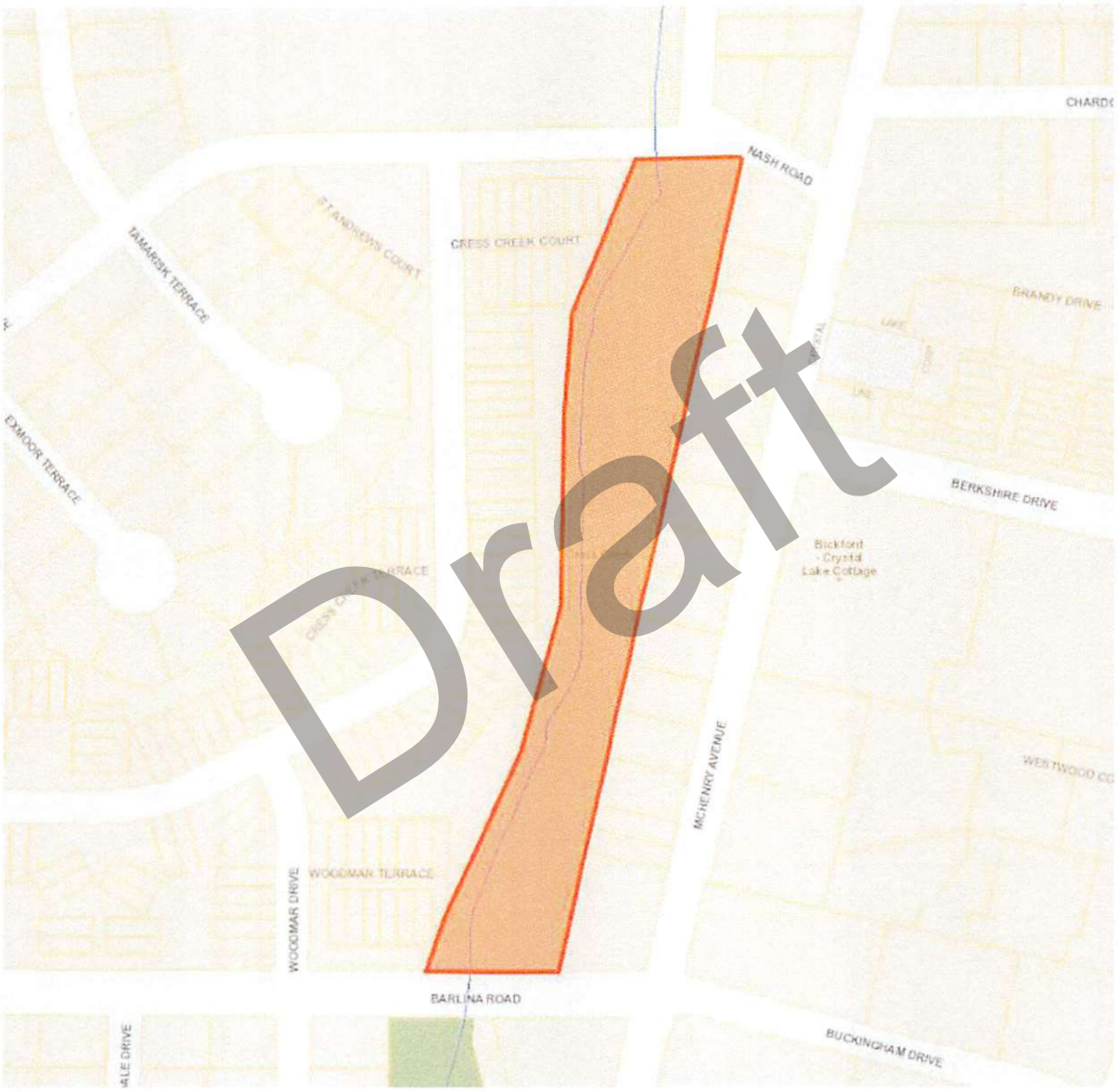
_____
Nick Kachiroubas, Clerk

Draft

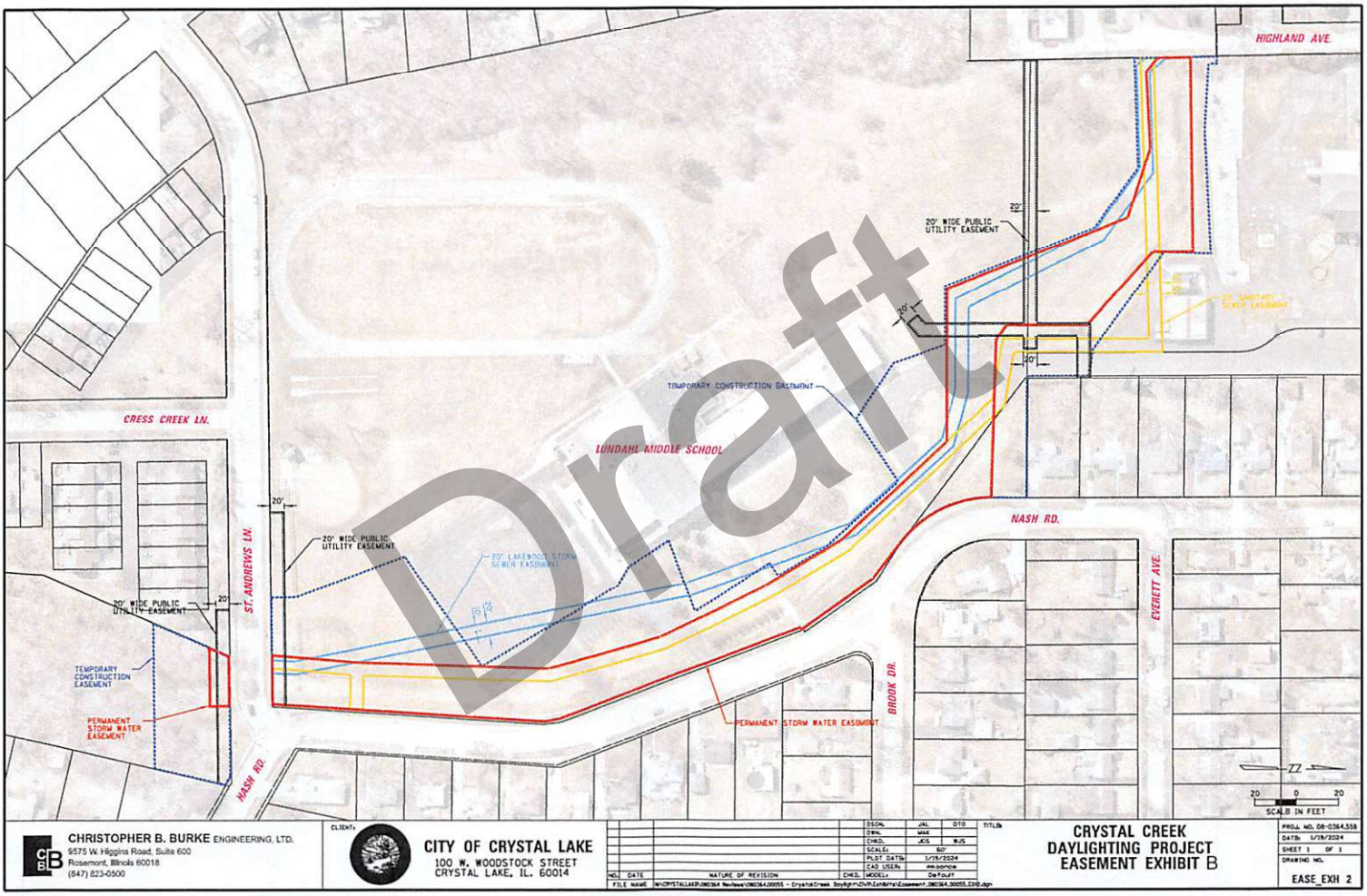
EXHIBIT A

19-07-276-073

LOT 56 FOUR COLONIES TOWNHOUSES UNIT 2 PER DOCUMENT 773269



Draft



Draft

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

CLIENT:
CITY OF CRYSTAL LAKE
100 W. WOODSTOCK STREET
CRYSTAL LAKE, IL. 60014

NO.	DATE	NATURE OF REVISION	CHKD.

FILE NAME: W:\CRYSTALLAKE\080364 Reviews\080364.00055 - CrystalCreek Daylighting\Civil\Exhibits\Easement_080364_00055_EXHB.dgn

DSGNR	JAL DTD
DRWN:	MAK
CHKD:	JDS WJS
SCALE:	60'
PLOT DATE:	1/19/2024
CAD USER:	mkarnick
CAD MODEL:	Default

TITLE:
CRYSTAL CREEK
DAYLIGHTING PROJECT
EASEMENT EXHIBIT B

PROJ. NO. 08-0364.558
DATE: 1/19/2024
SHEET 1 OF 1
DRAWING NO.
EASE_EXH 2

Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date: March 5, 2024

Item: Proposal Award - Construction Engineering Services for the Re-Establish Crystal Creek Improvement

Staff Recommendation: Motion to award the proposal for Construction Engineering Services for the Re-Establish Crystal Creek Improvement for to the most qualified, responsible and responsive proposer, Christopher B. Burke Engineering, and adopt a Resolution authorizing the City Manager to execute an agreement with Christopher B. Burke Engineering in the amount of $620,707.00 with a 10% contingency for changes in scope and approve warranted completion date extensions

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

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Background:

A section of Crystal Creek, behind South Elementary School and in front of Lundahl Middle School, was placed in an undersized storm sewer around the time the schools were constructed. The exhibit shows the section of the creek that is currently open channel flow (blue dotted line), the recently replaced and upsized culverts (yellow rectangles), and the section that is currently in an undersized storm sewer (red dashed line).



The Re-Establish Crystal Creek project will remove the undersized storm sewer and establish an open channel creek similar to what currently exists north and south of the project. This will reduce area flooding, improve water quality and benefit the ecology of the creek. The project will also reduce the extent and depth of the floodplain in some areas.

Construction is anticipated to commence in May of 2024 and must minimize impacts to school operations and activities. Therefore, construction work will span two construction seasons (summer 2024 and 2025.) A consultant is needed for the construction engineering portion of the improvement.

Consultant Selection Process

The Engineering Division followed the City's Purchasing Policy to solicit proposals from consulting engineering firms for construction engineering services for this project. The City received proposals from three firms. A staff working group scored the individual proposals based on qualifications. The consultants were evaluated on four qualification factors (scale 1-5 with 5 being the highest.) Based on the results, two firms were identified as most qualified and were requested to submit cost proposals. The two proposals were then ranked based on qualifications and cost to determine which consultant provides the best value for the City. The results of the ranking process are depicted below:

The following provides a summary of the qualification review:

Proposal Ranking Excellent = 5 Very Good = 4 Good = 3 Acceptable = 2 Poor = 1 Unacceptable = 0	Committee's Relative Weight of Importance	Christopher Burke		Bowman		ESG	
		Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating
Criteria	(1-10)						
Understanding of Project Scope: Did the consultant properly identify key aspects of the project and not submit a generic approach?	6	5.0	30.00	3.7	22.00	1.0	6.00
Lead Inspector / RE demonstrated experience and relevant municipal experience in project examples.	10	3.7	36.67	2.3	23.33	1.7	16.67
Project supporting team and firm examples are pertinent and aligned with the proposed scope.	8	4.7	37.33	3.7	29.33	1.7	13.33
Proposal hours demonstrated understanding of inspection and documentation effort required for this project.	8	3.0	24.00	3.0	24.00	3.0	24.00
Total Weighted Rating	32		128.00		98.67		60.00
PROPOSAL RANKING		4.00		3.08		1.88	

Staff requested fee proposals from the top two most qualified consulting firms. The following provides a summary of those fees:

- √ Christopher B. Burke Engineering = $620,707.00
- Bowman = $621,240.00

Recommendation:

This contract is being presented pursuant to the request for proposal process. Under this process, the contract is to be awarded to the vendor whose proposal "will be the most advantageous to the City". City staff has reviewed the proposals received, and determined that the recommended consultant best meets the requirements for the project.

Based on the proposals received, experience, and qualifications noted it is the recommendation of engineering staff to select Christopher B. Burke Engineering to provide construction engineering services for the Re-Establish Crystal Creek Improvement. Christopher B. Burke Engineering has successfully overseen many stormwater projects in the City over the years. They also completed the preliminary and design engineering for this project.

This project is proposed in the Capital Improvement Plan for Fiscal Year 2024B and 2025.

Votes Required to Pass:

Simple Majority

RESOLUTION

WHEREAS, the City has determined that re-establishing Crystal Creek between Highland Avenue and St. Andrews Lane will reduce flooding, improve water quality, and benefit the ecology of Crystal Creek; and

WHEREAS, a consultant is needed to oversee the construction through a construction engineering contract; and

WHEREAS, proposals were publically solicited and reviewed resulting in a determination that Christopher B. Burke Engineering offered a proposal that is the most advantageous to the City.

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 an agreement between the CITY OF CRYSTAL LAKE and Christopher B. Burke Engineering for Construction Engineering Services associated with the Re-Establish Crystal Creek Improvement in the amount of $620,707.00; and

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

DATED this 5th day of March, 2024.

Draft

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: March 5, 2024
APPROVED: March 5, 2024

Draft

City of Crystal Lake - Cost Estimate of Consultant Services

REESTABLISH CRYSTAL CREEK PROJECT

Firm: Christopher B. Burke Engineering Ltd.

Signature: _____

Date: February 21, 2024

Element of Work	Manhours	Services by Others	Cost Total by Task	% of Total
1 Project Management and Administration	80		$16,564.00	2.7%
2 Coordination & Communication	80		$16,564.00	2.7%
3a Construction Engineering Services / RE Hours	2375		$471,364.00	75.9%
3b Additional Inspection Hours and Construction Assistance / Non-RE	400		$48,898.00	7.9%
3c Contingency Inspection Hours in case of time extension				
3d Material Testing		$25,000.00	$25,000.00	4.0%
4 Equipment / Direct Costs (including vehicle/transportation costs)			$28,860.00	4.6%
5 As-Builts Survey & Project Close-out	76		$13,457.00	2%
TOTALS	3011	$25,000.00	$620,707.00	100%

Notes:
See attached CBBEL CECS for Fee and Hours Breakdown for additional information
*Items 1 & 2
Does not include tasks associated with project grant administration or reporting
*Items #3a
Includes CBBEL Environmental Resources Staff for NPDES SESC Field Inspections & Reporting
* Item #3b
CBBEL assumed the additional inspection for 1/4 the combined duration of Phases 1 & 2 at 8 hrs /day 5.5 days/week
* Item #3c - Contingency Inspection Hours
CBBEL did include or assume a number of hours associated with task 3C

Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date: March 5, 2024

Item: Bid Award – Three Oaks Recreation Area Access Road and Path

Staff Recommendation: Motion to award the bid for construction of the Three Oaks Recreation Area Access Road and Path to the lowest responsive and responsible bidder, Foundation Mechanics, LLC, and adopt a Resolution authorizing the City Manager to execute a contract with Foundation Mechanics, LLC in the amount of $932,960.00, 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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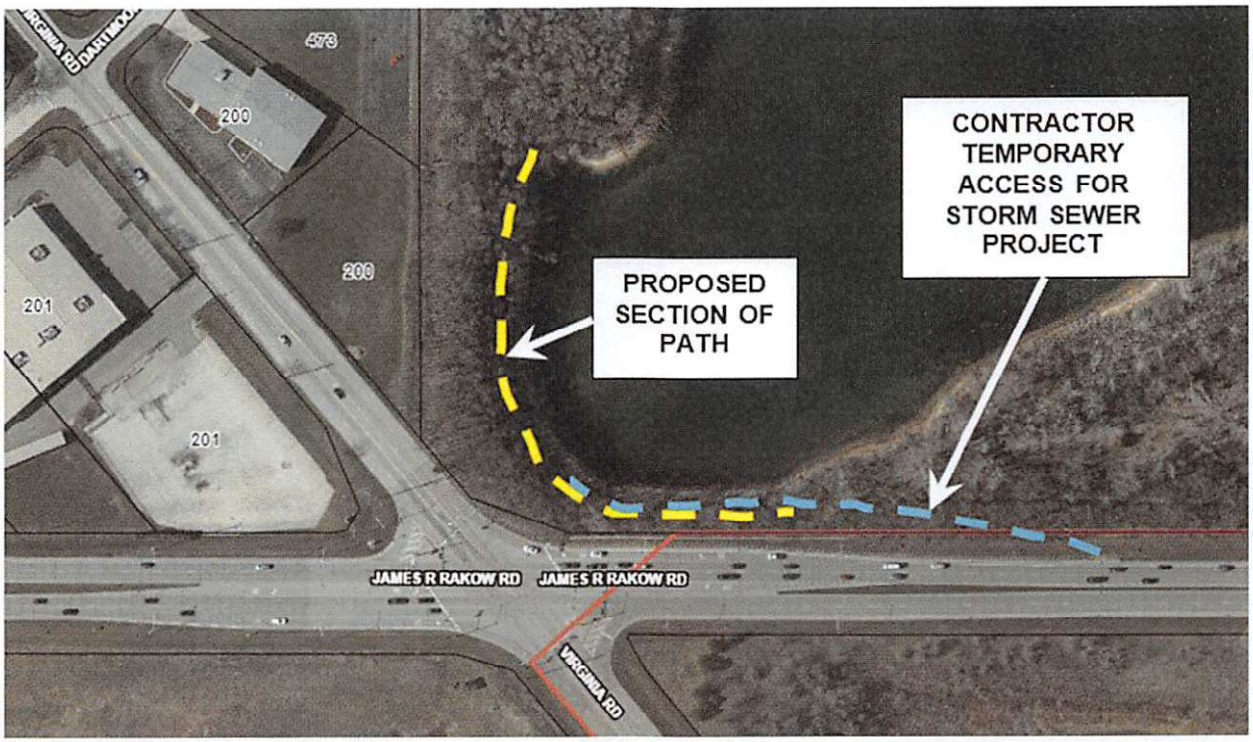
Background:

Over the last few years, staff has been working diligently to design an outlet control structure to manage high lake levels for the Three Oaks Recreation Area south lake. One option includes an outlet structure at the southwest corner of the lake with a gravity storm sewer that would discharge into the existing pond located at the southwest corner of Rakow Road and Virginia Road. The City bid out this option and received only one bid that was significantly higher than the engineer's estimate. In discussions with various contractors, the steep slopes along Virginia Road and the unknown soil types (property has been filled) creates a level of risk that increased the cost of this option.

A second option is to install a new storm water pumping station at the southwest corner of the lake and discharge the stormwater into the existing storm sewer along Rakow Road. Staff is currently in discussions with the McHenry County Division of Transportation concerning this option, as it has the potential to be more cost effective than the gravity sewer option. Rejection of the gravity sewer bid will occur when the revised project (likely pumping station) is bid.

Regardless of the final outlet design, an access roadway to the southwest corner of the lake is required and shown in blue on the exhibit below. The future outlet will be located in the same area as the future loop path around the lake. Therefore, the access road project includes construction of a section of the path (shown in yellow below). The access road project was bid out as a standalone

project to reduce costs. The outlet construction (anticipated pump station) will be designed and bid later this year.



On February 27, 2024, the City of Crystal Lake publicly opened and read aloud the bids received for the Three Oaks Recreation Area Access Road and Path project. The following is a breakdown of the bids received:

Bidder	*Cost*
Foundation Mechanics [1]	$932,960.00
Everlast Blacktop	$1,156,858.00
Copenhaver Construction	$1,230,730.00
Campanella & Sons	$1,308,395.00
Berger Contractors	$1,328,227.00
Lenny Hoffman Excavating	$1,478,710.00

[1] Indicates Recommended Lowest Responsive and Responsible Bidder

Recommendation:

It is the recommendation of City staff to award the Three Oaks Recreation Area Access Road and Path contract to the lowest responsive and responsible bidder, Foundation Mechanics, LLC, in the amount of $932,960.00.

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.

City staff has reviewed the bids received for completeness and accuracy in accordance with the invitation to bid document. The project was expected to be constructed during Fiscal Year 2023/2024, but due to the high cost of the original bid, the revised option is now proposed for Fiscal Year 2024B and included in the proposed Fiscal Year 2024B capital budget. Staff recommends that the contract for the Three Oaks Recreation Area Access Road and Path project be awarded to the lowest responsive and responsible bidder, Foundation Mechanics, LLC in the amount bid.

Votes Required to Pass:
Simple Majority

RESOLUTION

WHEREAS the CITY desires to provide an access road for the future Three Oaks Water Level Control project at the southwest corner of the Three Oaks Recreation Area south lake; and

WHEREAS this access road will provide for a section of the pedestrian trail that will be constructed around the Three Oaks Recreation Area south lake; and

WHEREAS the CITY received and publicly opened bids for the Three Oaks Recreation Area Access Road and Path project on February 27, 2024; and

WHEREAS the lowest responsive and responsible bidder is Foundation Mechanics, LLC, Chicago, 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 FURTHER RESOLVED that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Foundation Mechanics, LLC for Three Oaks Recreation Area Access Road and Path project in the bid amount of $932,960.00; 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 5th day of March, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: March 5, 2024
APPROVED: March 5, 2024

Draft

THE CITY OF CRYSTAL LAKE

CONTRACT FOR THE CONSTRUCTION OF

THREE OAKS RECREATION WATER ACCESS ROAD AND PATH

BIDDER'S PROPOSAL

Full Name of Bidder Foundation Mechanics LLC ("Bidder")

Principal Office Address 8604 W Catalpa Ave, Suite 907, Chicago, IL 60656

Local Office Address 8604 W Catalpa Ave, Suite 907, Chicago, IL 60656

Contact Person Jon Kelecius Telephone 773-234-3087

TO: The City of Crystal Lake ("Owner")
100 W. Woodstock Street
Crystal Lake, Illinois 60045

Attention: *Michael Wisinski – Public Works Manager*
SEALED BID: Three Oaks Recreation Water Access Road and Path

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. NONE, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the ***Three Oaks Recreation Water Access Road and Path***; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies

SCHEDULE OF PRICES

THREE OAKS RECREATION ACCESS ROAD					
No.	**Description**	**Quantity**	**Unit**	**Unit Price**	**Total Price**
1	CLEARING AND GRUBBING	1	LS	$32,000.00	$32,000.00
2	CONSTRUCTION LAYOUT STAKES	1	LS	$10,000.00	$10,000.00
3	SILT FENCE	482	LF	$5.00	$2,410.00
4	CONCRETE TRUCK WASHOUT	1	LS	$2,000.00	$2,000.00
5	STONE RIPRAP, RR4	5850	TON	$85.00	$497,250.00
6	FILTER FABRIC	2000	SY	$2.00	$4,000.00
7	EXCAVATION, GRADING, AND SHAPING (SPECIAL)	1	LS	$140,000.00	$140,000.00
8	AGGREGATE BASE COURSE TYPE B, (CA-6)	4850	TON	$30.00	$145,500.00
9	CONCRETE SLAB 6"THICK WITH WIRE MESH REINFRCEMENT	55	SY	$200.00	$11,000.00
10	SIGN PANEL, TYPE A	28	SQ FT	$100.00	$2,800.00
11	RESTORATION	1	LS	$75,000.00	$75,000.00
12	DUAL LEAF GATE, COMPLETE	1	LS	$10,000.00	$10,000.00
13	PIPE UNDERDRAINS, TYPE 2, 6 INCH	100	LF	$10.00	$1,000.00
				TOTAL	$932,960.00

TOTAL CONTRACT PRICE:

Nine hundred thirty-two thousand, nine hundred sixty Dollars and zero Cents
(in writing) (in writing)

932,960 Dollars and 0 Cents
(in figures) (in figures)

A. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;

2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions,

Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date: March 5, 2024

Item: Bid Award – Three Oaks Recreation Area Storage Building Fence Installation

Staff Recommendation: Motion to adopt a Resolution awarding the construction contract for the Three Oaks Recreation Area Storage Building Fence Installation to the lowest responsive and responsible bidder, Paramount Fence, Inc., in the amount of $28,500.00, execute change orders for up to 10% of the contract amount, and approve warranted completion date change orders relating to the contract

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

Background:

As the City Council is aware, the construction of a storage building at the Three Oaks Recreation Area was completed in spring 2023. Funds were allocated in the fiscal year 2023/2024 Capital Budget to complete final punch list items for the building, including the installation of a concrete floor, connecting the electric feed, and installing fencing and site screenings. Specifications for the fence installation were completed and bids were advertised in accordance with City policies.

On February 27, 2024, the City of Crystal Lake publicly opened and read aloud the bids received for the Three Oaks Recreation Area Storage Building Fence Installation project. The City contacted qualified fence installation contractors and received two responses. The following is a breakdown of the bids received:

Contractor	Total Bid Cost
Paramount Fence, Inc. √	$28,500.00
Taza Construction DBA Tiles in Style LLC	$48,202.00

√ *Indicates lowest responsive and responsible bidder.*

The scope of work includes a six-foot tall fence with vehicle and pedestrian access gates to secure the perimeter of the storage building. The fence will be black chain link and blend into the surroundings.The concrete floor and electric service projects are complete, and the lighting and building alarms are in operation. Site screenings will be installed during the spring planting season.

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 has reviewed the bids received for completeness and accuracy in accordance with the invitation to bid document. Staff recommends that the contract for the Three Oaks Recreation Area Storage Building Fence Installation be awarded to the lowest responsive and responsible bidder, Paramount Fence, Inc., in the amount bid. The City has contacted references for Paramount Fence and received positive responses.

Votes Required to Pass:

Simple Majority

Res. 24R-___

RESOLUTION

WHEREAS the CITY has identified the need to construct a storage building at the Three Oaks Recreation Area; and

WHEREAS the CITY received and publicly opened bids for the Three Oaks Recreation Area Storage Building Fence Installation; and

WHEREAS the lowest responsive and responsible bidder is Paramount Fence, 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 Paramount Fence, Inc. for the Three Oaks Recreation Area Storage Building Fence Installation in the amount of $28,500.00; 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 5th day of March, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL
ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: March 5, 2024
APPROVED: March 5, 2024

Draft

City of Crystal Lake

2024 FENCE AT THREE OAKS STORAGE BUILDING

Paramount Fence, Inc.
Contractor Name

BASE BID		Total Quantity	Unit Price	Cost
CHAIN LINK FENCE, 6'	FT	450.0		22100.00
CHAIN LINK GATES, 6' X 4' SINGLE	EACH	1.0	700.00	700.00
CHAIN LINK GATES, 6' X 16' DOUBLE	EACH	3.0	1900.00	5700.00
			Base Bid Total	28500.00

Daniel Bocek
Name of Contractor Representative

City of Crystal Lake

2024 FENCE AT THREE OAKS STORAGE BUILDING

Taza Construction DBA of Tiles in Style LLC

Contractor Name

BASE BID		Total Quantity	Unit Price	Cost
CHAIN LINK FENCE, 6'	FT	450.0	$76.00	$34,200.00
CHAIN LINK GATES, 6' X 4' SINGLE	EACH	1.0	$1,150.00	$1,150.00
CHAIN LINK GATES, 6' X 16' DOUBLE	EACH	3.0	$4,284.00	$12,852.00
			Base Bid Total	$48,202.00

Mariam Ezzy

Name of Contractor Representative

Agenda Item No: 18

City Council
Agenda Supplement

Meeting Date: March 5, 2024

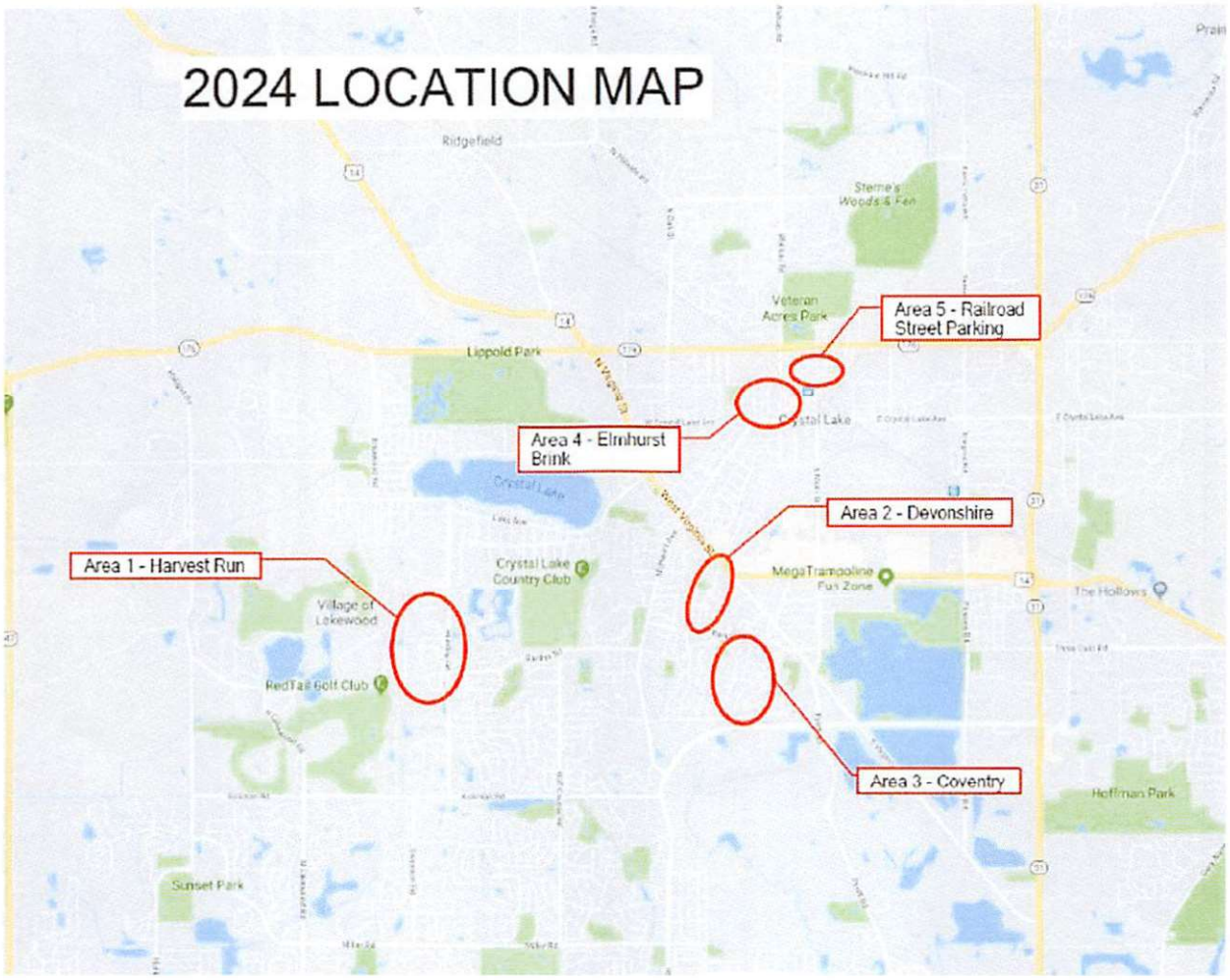
Item: Bid Award – 2024 Street Resurfacing Program

Staff Recommendation: Motion to award the bid for the 2024 Street Resurfacing Program to the lowest responsive and responsible bidder, Geske and Sons, Inc., and adopt a Resolution authorizing the City Manager to execute a contract with Geske and Sons, Inc. in the amount of $1,424,685.75, 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 2024 Street Resurfacing Program will include milling (grinding) of the existing pavement surface, warranted repairs/adjustments to the pavement base, and construction of a new asphalt surface. Roads were selected based on their pavement condition, geographic proximity, and the need for curb and ADA ramp work. The resurfacing locations for 2024 include the Harvest Run subdivision, Devonshire Lane, Circle Drive, Northampton Drive, Wellington Drive, Abbington Drive, Dover Court, Elmhurst Street, sections of Brink Street, and parking stalls along Railroad Street (see map below).



On February 1, 2024, staff publicly opened and read aloud bids received for the 2024 Street Resurfacing Program. The breakdown of bids is as follows:

Firm	*Amount of Bid*
[1] Geske and Sons, Inc.	$1,424,685.75
Builders Paving, LLC	$1,519,500.50
Engineer's Estimate	$1,626,419.62
Curran Contracting Company	$1,794,122.50
Schroeder Asphalt Services, Inc.	$1,916,325.00
Brother's Asphalt Paving	$1,963,301.40

[1] Indicates recommended lowest responsive and responsible bidder

The 2024 Street Resurfacing Program is slated to receive funding from both the Motor Fuel Tax (MFT) fund and the General Fund. These funds are included in the proposed Fiscal Year (FY) 2024B budget. The project is being awarded now to lock in advantageous prices and ensure the work can take place in the summer.

Recommendation:

The Public Works Department has reviewed all bids received for completeness and accuracy, in accordance with the invitation to bid document. Based on this assessment, City staff recommends awarding the 2024 Street Resurfacing Program contract to the lowest responsive and responsible bidder, Geske and Sons, Inc., in the amount of $1,424,685.75.

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 City has previously worked with Geske and Sons, Inc. and has been satisfied with their services. Street resurfacing is conducted as an annual program and funds for this project are included in the proposed Fiscal Year (FY) 2024B budget.

Votes Required to Pass:

Simple Majority

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE has identified the need to have an Annual Street Resurfacing Program to keep the City's roadways in a state of good repair; and

WHEREAS the CITY received and publicly opened bids for the 2024 Street Resurfacing Program on February 1, 2024; and

WHEREAS the lowest responsive and responsible bidder is Geske and Sons, Inc., Crystal Lake, Illinois.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Geske and Sons, Inc. for the 2024 Street Resurfacing Program in the amount of $1,424,685.75; 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 5th day of March, 2024.

Draft

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: March 5, 2024
APPROVED: March 5, 2024

Draft

Illinois Department of Transportation

Schedule of Prices

Contractor's Name			
Geske and Sons, Inc.			
Contractor's Address	**City**	**State**	**Zip Code**
400 E. Terra Cotta Avenue	Crystal Lake	IL	60014
Local Public Agency	**County**	**Section Number**	
City of Crystal Lake	McHenry	24-00000-03-GM	
Route(s) (Street/Road Name)			
Various			

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
20201200	REM & DISP UNS MATL	CY	1770	$5.0000	$8,850.00
21001000	GEOTECH FAB F/GR STAB	SY	5300	$1.0000	$5,300.00
30300001	AGG SUBGRADE IMPROVE	CY	1770	$5.0000	$8,850.00
X0800006	PREPARATION OF BSE SP	SY	52910	$0.7800	$41,269.80
X3580300	AGG BASE REPAIR SPL	TON	1800	$13.0000	$23,400.00
40600290	BIT MATL TACK CT	POUND	1450	$0.6700	$971.50
40600625	LEV BIND MM N50	TON	620	$90.7500	$56,265.00
40603080	HMA BC IL-19.0 N50	TON	7650	$66.9500	$512,167.50
40603335	HMA SC "D" N50	TON	5850	$77.8000	$455,130.00
44000157	HMA SURF REM 2	SY	14200	$2.1800	$30,956.00
X4401198	HMA SURF REM VAR DP	SY	52950	$2.6500	$140,317.50
X4400220	CURB REM & REPLACEMT	LF	190	$57.7500	$10,972.50
44201713	CL D PATCH T1 6	SY	150	$15.0000	$2,250.00
44201723	CL D PATCH T4 6	SY	150	$15.0000	$2,250.00
X6030310	FR & LIDS ADJUST SPL	EA	95	$500.0000	$47,500.00
Z0017700	DRAIN UTIL STR RECON	EA	3	$1,290.0000	$3,870.00
70102620	TR CONT & PROT 701501	LS	1	$62,000.0000	$62,000.00
70102622	TR CONT & PROT 701502	LS	1	$1.0000	$1.00
70102632	TR CONT & PROT 701602	LS	1	$1.0000	$1.00
70102635	TR CONT & PROT 701701	LS	1	$1.0000	$1.00

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Crystal Lake	McHenry	24-00000-03-GM	Various

Item Number	Items	Unit	Quantity	Unit Price	Total
70300220	TEMP PVT MK LINE 4	LF	500	$0.5000	$250.00
78000100	THPL PVT MK LTR & SYM	SF	110	$5.6200	$618.20
78000200	THPL PVT MK LINE 4	LF	2700	$1.1600	$3,132.00
78000400	THPL PVT MK LINE 6	LF	300	$2.3600	$708.00
78000600	THPL PVT MK LINE 12	LF	1725	$2.8900	$4,985.25
78000650	THPL PVT MK LINE 24	LF	475	$5.6200	$2,669.50
				Bidder's Total Proposal	$1,424,685.75

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.

Agenda Item No: 19

City Council
Agenda Supplement

Meeting Date: March 5, 2024

Item: Bid Award - Downtown Public Place Project – Brink Street Market Plaza and Downtown Paver Bricks and Planters Project

Staff Recommendation:

1. Motion to adopt a Resolution rejecting all bids from the September 12, 2023 bid opening for the Downtown Public Place Project – Brink Street Market Plaza and Downtown Paver Bricks and Planters Project

2. Motion to award the bid for the construction contract for the Downtown Public Place Project – Brink Street Market Plaza and Downtown Paver Bricks and Planters Project, to the lowest responsive and responsible bidder, Copenhaver Construction, Inc., in the amount of $264,925, execute change orders for up to 10% of the contract amount, approve warranted completion date change orders relating to the contract

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

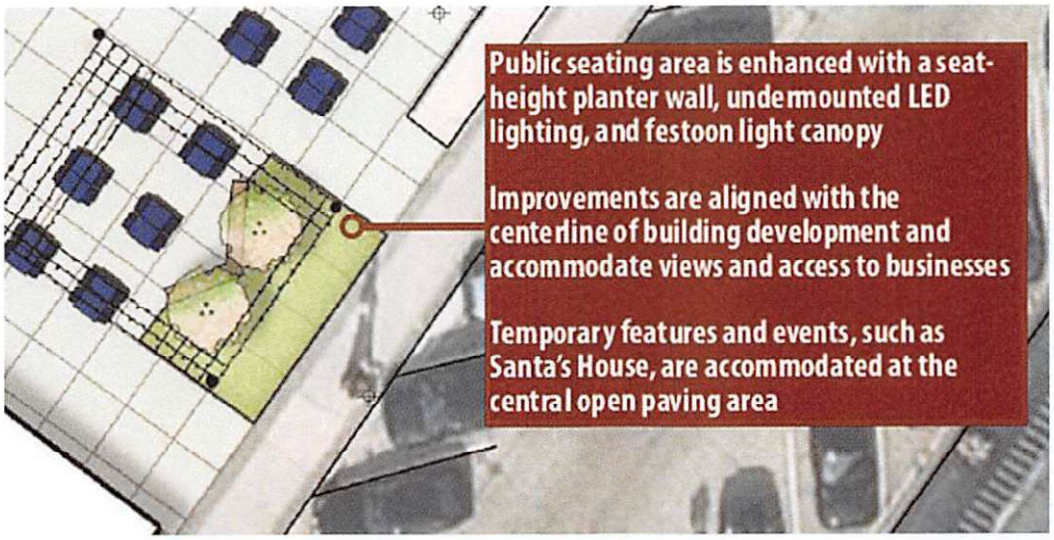
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Background:

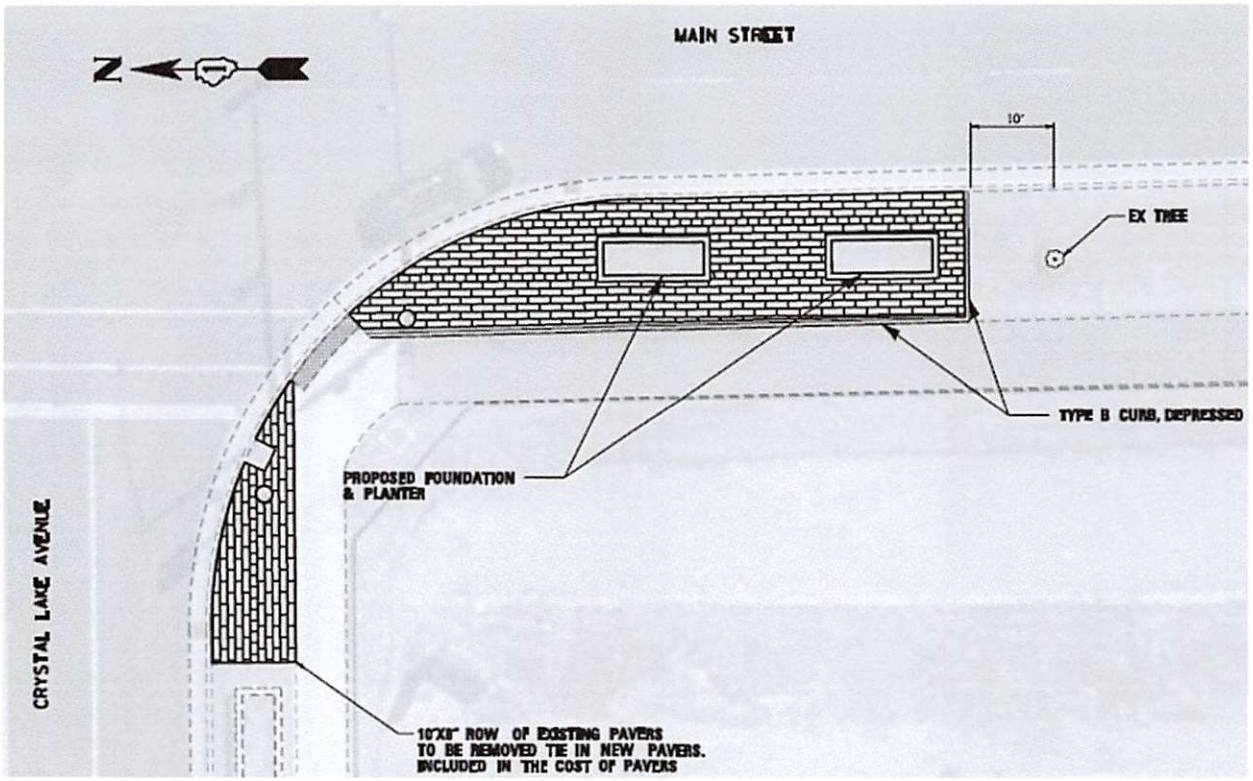
The City of Crystal Lake began the Downtown Public Place Project in 2022 with a survey and poll of potential projects that would enhance the liveliness and aesthetics of public plazas, parks and gathering areas in Downtown Crystal Lake. After receiving overwhelming positive feedback from the stakeholders and general public, the City Council directed staff to continue with the design of four potential public infrastructure enhancement projects: Depot Park, Brink Street Market Plaza, the Plaza near Crystal Lake Brewing, and the Railroad Street shared street concept.

In the spring of 2023, the Brink Street Market Plaza design plan was finalized. The improvement includes a new raised planter and seatwall that will frame the entrance to Brink Street Market from Williams Street. The raised planter and seatwall will include a wood bench topper for comfortable seating for those looking to enjoy Downtown Crystal Lake. The raised planter will have accent lighting to activate the area in the evening. The low level plantings will maintain sightlines to the

businesses within the Brink Street Market and allow for holiday decorations/lighting in the winter months. If approved, construction could begin in mid-March and be completed by end of April. A concept rendering is shown below:



The second portion of this bid is for the Downtown pavers and planters at Crystal Lake Avenue and Main Street. In an effort to expand the Downtown Crystal Lake streetscaping, the City is adding two raised planters and pavers along Main Street south of Crystal Lake Avenue. This improvement is within the Crystal Lake/Main Street TIF District. There are TIF funds available for the proposed improvements. If approved, construction could begin in mid-March and be completed by end of April. A concept rendering is shown below:



On September 12, 2023, the City of Crystal Lake publicly opened and read aloud the bids received for the Downtown Public Place Project – Brink Street Market Plaza and the Downtown Paver Bricks and Planters Project. Only one bid was received in the amount of $293,368.00, which was more than the Engineer's Estimate of Probable Cost. The City strives to receive multiple bidders on projects to compare costs. Therefore, the project was re-bid and on February 20, 2024 the City publicly opened and read aloud the re-bids received for the project. The following is a breakdown of the bids received:

Contractor	Total Bid Cost
Copenhaver Construction, Inc.[1]	$264,925
Landmark Contractors Inc.	$309,005

[1] *Indicates lowest responsive and responsible bidder*

Recommendation:

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

The Public Works Department has reviewed the bids received for completeness and accuracy in accordance with the invitation to bid document. Copenhaver Construction, Inc. over the last 10 years has completed many of the downtown brick paver improvements.

The project is included in the Fiscal Year 2023/2024 capital budget. Staff recommends that the contract for the Downtown Pubic Place Project – Brink Street Market Plaza and Downtown Paver Bricks and Planters be awarded to the lowest responsive and responsible bidder, Copenhaver Construction, Inc. in the amount bid.

Votes Required to Pass:

Simple Majority

RESOLUTION

WHEREAS the CITY has identified the need to improve infrastructure and streetscaping in Downtown Crystal Lake through the Downtown Public Places Project; and

WHEREAS the CITY received and publicly opened bids for the Downtown Public Place Project – Brink Street Market Plaza and Downtown Paver Bricks and Planters Project on September 12, 2023 where only one bid was received; and

WHEREAS the CITY re-advertised for bids, received and publicly opened bids for the Downtown Public Place Project – Brink Street Market Plaza and Downtown Paver Bricks and Planters Project on February 20, 2024; and

WHEREAS the lowest responsive and responsible bidder is Copenhaver Construction, Inc., Gilberts, Illinois in the amount of $264,925.

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 FURTHER RESOLVED that the bids of September 12, 2023 are hereby rejected for the Brink Street Market Plaza and Downtown Paver Bricks and Planters Project; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Copenhaver Construction, Inc. for the Brink Street Market Plaza and Downtown Paver Bricks and Planters Project in the amount of $264,925; 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 5th day of March, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: March 5, 2024
APPROVED: March 5, 2024

Draft

THE CITY OF CRYSTAL LAKE

CONTRACT FOR THE CONSTRUCTION OF

DOWNTOWN PAVER BRICKS AND PLANTERS

BIDDER'S PROPOSAL

Full Name of Bidder Copenhaver Construction, Inc. ("Bidder")

Principal Office Address 75 Koppie Dr., Gilberts Il 60136

Local Office Address Same as above

Contact Person Ken Copenhaver Telephone 847-428-6696

TO: The City of Crystal Lake ("Owner")
100 W. Woodstock Street
Crystal Lake, Illinois 60045

Attention: Michael Wisinski

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. None, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. **Work Proposal**

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the Downtown Brick Pavers and Planters (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all

SCHEDULE OF PRICES

☐ A. UNIT PRICE CONTRACT

The Downtown Pavers and Planters Project contract award criteria will consider the Base Bid price. Alternate #1 may be exercised at the City's discretion.
Separate Price Per Area:

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

PAY ITEMS	UNITS	Total Quantity	Unit Price	Cost
EARTH EXCAVATION	CY	30.0	170	$5,100.00
AGGREGATE BASE COURSE 6"	SF	1100.0	4	$4,400.00
TYPE B CURB, DEPRESSED	LF	90.0	65	$5,850.00
PLANTER FOUNDATION	LF	75.0	100	$7,500.00
BRICK PAVER	SF	1100.0	25	$27,500.00
PLANTER (COMPLETE)	EA	2.0	24,000	$48,000.00
TRAFFIC CONTROL AND PROTECTION	LS	1.0	49,000	$49,000.00
			Subtotal	$147,350.00
REMOVALS/EXCAVATION	SF	350.0	45	$15,750.00
PAVING RESTORATION	LS	1.0	11,000	$11,000.00
ELECTRICAL WORK (CONDUIT ONLY)	LS	1.0	10,000	$10,000.00
JUNCTION BOX	LS	1.0	4,000	$4,000.00
MASONRY SEAT HEIGHT PLANTERWALL + COLUMNS	LF	70.0	495	$34,650.00
BENCH TOPPER	EA	2.0	8,000	$16,000.00
IN-GROUND PLANTER (SOIL FILL)	CY	5.0	230	$1,150.00
SHRUBS	EA	5.0	300	$1,500.00
PERENNIALS	EA	55.0	25	$1,375.00
MULCH	CY	1.0	150	$150.00
			Subtotal	$95,575.00
			Base Bid Total	$242,925.00

ALTERNATE #1 PAY ITEMS

MASRONY LED LIGHTS & MAGNETIC TRANSFORMER	LS	1.0	8,000	$8,000.00
UP-LIGHTING	EA	2.0	2,000	$4,000.00
ELECTRICAL WORK (WIRING)	LS	1.0	10,000	$10,000.00
			Subtotal	$22,000.00
			Bid Alternate #1 Total	$22,000.00

BASE BID PRICE:

Two Hundred Forty-Two Thousand Nine Hundred Twenty-Five Dollars and Zero Cents
(in writing) (in writing)

$242,925 Dollars and 00 Cents
(in figures) (in figures)

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;

2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and

4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be

Agenda Item No: 20

City Council
Agenda Supplement

Meeting Date: March 5, 2024

Item: Bid Award – Door and Gate Maintenance

Staff Recommendation: Motion to award the bid for Door and Gate Maintenance to the lowest responsive and responsible bidder, Builders Chicago Corporation, and adopt a Resolution authorizing the City Manager to execute a contract with Builders Chicago Corporation in the bid amounts, covering calendar years 2024 and 2025, with an option for three additional one-year extensions, execute change orders for up to 10% of the contract amount, and approve warranted completion date change orders relating to the contract

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

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Background:
The City of Crystal Lake Public Works Department is responsible for the maintenance of all overhead doors and gates located at City facilities including the Municipal Complex, fire stations, water treatment plants, wastewater treatment plants, and lift stations. Regular maintenance of doors and gates and these facilities is important for the safe and efficient operations.

This contract for maintenance was bid in a manner that establishes base annual maintenance costs for preventative maintenance at the City facilities indicated in the bid document. Additionally, it provides hourly rates for services rendered beyond the scheduled preventative maintenance, as well as a fixed percentage markup on required parts for repairs and emergency services.

On February 16, 2024, staff publicly opened and read aloud bids received for Door and Gate Maintenance. Several bids that were submitted contained mathematical errors in the bidders' submissions. The errors were corrected in the bid tabulation and review process. The corrected bid submission values did not change which contractor is the low bidder. The tables below show the "As-Read" results before review and correction and the final bid results after review of the bids.

"As-Read" Bid Results

Door and Gate Maintenance	Builders Chicago Corp, Elk Grove Village, IL	United Door & Dock LLC, Glendale Heights IL	Door Systems Naperville, IL
Calendar Year 2024 Base Cost	$5,459.00	$5,494.00	$5,964.00
Calendar Year 2025 Base Cost	$5,735.00	$5,672.00	$6,142.92
Estimated 100 Hours Of Straight Time Labor	$14,300.00	$15,500.00	$17,000.00
Parts Cost With Mark-Up On Estimated $20,000 In Parts	$23,600.00	$34,000.00	$25,000.00
Base Bid Total	**$49,094.00**	**$60,666.00**	**$54,106.92**

Corrected Bid Results

Door and Gate Maintenance	√ Builders Chicago Corp, Elk Grove Village, IL	United Door & Dock LLC, Glendale Heights IL	Door Systems Naperville, IL
Calendar Year 2024 Base Cost	$5,459.00	$5,494.00	$5,964.00
Calendar Year 2025 Base Cost	$5,735.00	$5,672.00	$6,143.16
Estimated 100 Hours Of Straight Time Labor	$14,300.00 ($143.00 per hour)	$15,500.00 ($155.00 per hour)	$17,000.00 ($170.00 per hour)
Parts Cost With Mark-Up On Estimated $20,000 In Parts	$23,600.00 (18%)	$26,000.00 (30%)	$25,000.00 (25%)
Base Bid Total	**$49,094.00**	**$52,666.00**	**$54,107.16**

√ Indicates recommended lowest responsible bidder

Optional Year Rates

Builders Chicago Corporation Optional Year Pricing		Optional Year 1 2026	Optional Year 2 2027	Optional Year 3 2028
Preventative Maintenance Annual Cost		$6,442.00	$6,775.00	$7,465.00
Labor Rates	Regular Straight Time	$151.00	$159.00	$167.00
	Over Time	$180.00	$189.00	$199.00
	Premium Time	$208.00	$219.00	$230.00
Percent Mark for Parts and Materials		18%	18%	18%

Recommendation:
The Public Works Department has reviewed all bids received for completeness and accuracy, in accordance with the invitation to bid document. Based on this assessment, City staff recommends awarding the Door and Gate Maintenance contract to the lowest responsive and responsible bidder, Builders Chicago Corporation, in the bid amounts.

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 City has previously worked with Builders Chicago Corporation. Door and Gate maintenance is a necessary part of facility operations and funds for this maintenance are budgeted in each fiscal year.

Votes Required to Pass:
Simple Majority

RESOLUTION

WHEREAS door and gate maintenance is important for safe and efficient daily operations at CITY OF CRYSTAL LAKE facilities; and

WHEREAS the CITY received and publicly opened bids for Door and Gate Maintenance on February 16, 2024; and

WHEREAS the lowest responsive and responsible bidder is Builders Chicago Corporation, Elk Grove Village, Illinois.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a contract including calendar year 2024 and 2025, with an option for three additional one-year extensions, between the CITY OF CRYSTAL LAKE and Builders Chicago Corporation for Door and Gate Maintenance in the bid amounts; 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 5th day of March, 2024.

Draft

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: March 5, 2024
APPROVED: March 5, 2024

Draft

THE CITY OF CRYSTAL LAKE

CONTRACT FOR

DOOR AND GATE MAINTENANCE

BIDDER'S PROPOSAL

Full Name of Bidder Builders Chicago Corporation ("Bidder")

Principal Office Address 93 Martin Ln Elk Grove Village IL 60007

Local Office Address 93 Martin Ln Elk Grove village IL 60007

Contact Person Matthew Cockburn Telephone 224-654-2122

TO: The City of Crystal Lake ("Owner")
100 W. Woodstock Street
Crystal Lake, Illinois 60045

Attention: ***Michael Wisinski – Public Works Manager***
Sealed Bid - Door & Gate Maintenance

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. None, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. **Work Proposal**

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the Door and Gate Maintenance; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things

SCHEDULE OF PRICES

COMPLETE TABLE AS INDICATED

Preventative Maintenance: Base Bid (2024 Calendar Year)

Item	Unit Cost	Quantity	2024 Annual Cost Base Bid
Fire Door	$ 105.00	1	$ 105.00
Gate	$ 83.00	5	$ 415.00
Roll-up Door	$ 78.00	8	$ 624.00
Sectional Door	$ 78.00	50	$ 3,900.00
ADA Door	$ 83.00	5	$ 415.00
TOTAL (A1)			$ 5,459.00

Preventative Maintenance: Base Bid (2025 Calendar Year)

Item	Unit Cost	Quantity	2025 Annual Cost Base Bid
Fire Door	$ 109.00	1	$ 109.00
Gate	$ 87.00	5	$ 435.00
Roll-up Door	$ 82.00	8	$ 656.00
Sectional Door	$ 82.00	50	$ 4,100.00
ADA Door	$ 87.00	5	$ 435.00
TOTAL (A2)			$ 5,735.00

SCHEDULE OF PRICES (CONT'D.)

Preventative Maintenance: Optional Year 3 (2026 Calendar Year)

Item	Unit Cost	Quantity	Annual Cost
Fire Door	$ 119.00	1	$ 119.00
Gate	$ 99.00	5	$ 495.00
Roll-up Door	$ 94.00	8	$ 752.00
Sectional Door	$ 94.00	50	$ 4,700.00
ADA Door	$ 99.00	5	$ 495.00
TOTAL			$ 6,442.00

Preventative Maintenance: Optional Year 4 (2027 Calendar Year)

Item	Unit Cost	Quantity	Annual Cost
Fire Door	$ 129.00	1	$ 129.00
Gate	$ 102.00	5	$ 510.00
Roll-up Door	$ 97.00	8	$ 776.00
Sectional Door	$ 97.00	50	$ 4850.00
ADA Door	$ 102.00	5	$ 510.00
TOTAL			$ 6,775.00

Preventative Maintenance: Optional Year 5 (2028 Calendar Year)

Item	Unit Cost	Quantity	Annual Cost
Fire Door	$ 139.00	1	$ 139.00
Gate	$ 112.00	5	$ 560.00
Roll-up Door	$ 107.00	8	$ 856.00
Sectional Door	$ 107.00	50	$ 5,350.00
ADA Door	$ 112.00	5	$ 560.00
TOTAL			$ 7,465.00

SCHEDULE OF PRICES (CONT'D.)

Repair & Replacement Rates

Time	Labor Rates 2024 & 2025	Labor Rates 2026 Optional Year 1	Labor Rates 2027 Optional Year 2	Labor Rates 2028 Optional Year 3
Regular Straight Time	$ 143.00 per hour (A3)	$ 151.00 per hour	$ 159.00 per hour	$ 167.00 per hour
Overtime	$ 171.00 per hour	$ 180.00 per hour	$ 189.00 per hour	$ 199.00 per hour
Premium Time	$ 198.00 per hour	$ 208.00 per hour	$ 219.00 per hour	$ 230.00 per hour

MATERIALS

The City shall receive parts and materials for 18 % (A4) over contractor's supplier provided invoice.

AWARD CRITERIA TOTAL

AWARD CRITERIA	Calculation	Total
Total 2024 Calendar Year (A1)		$ 5,459.00
Total 2025 Calendar Year (A2)		$ 5,735.00
Estimated* 100 Hours Straight Time Labor (A3)	100 x A3 =	$ 14,300.00
Part Cost Mark-Up (A4) On Estimated ** $20,000 Parts Expenses	($20,000 x A4) + $20,000 =	$ 23,600.00
*Estimated hours are not a guarantee of hours ** Estimated parts expenses are not a guarantee of expenses.	AWARD CRITERIA TOTAL	$ 49,094.00

Agenda Item No: 21

City Council
Agenda Supplement

Meeting Date: March 5, 2024

Item: Bid Award – HVAC Duct Cleaning

Staff Recommendation: Motion to award the bid for HVAC Duct Cleaning to the lowest responsive and responsible bidder, Indoor Air Technologies, Inc., and adopt a Resolution authorizing the City Manager to execute a contract with Indoor Air Technologies, Inc. in the amount of $103,850.00, 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:
In 2019, the City initiated a program to clean sections of the HVAC ducts in the Municipal Complex. This work consists of the inspection and cleaning of all HVAC ductwork and accessories. The 2019 program cleaned the oldest sections of the Municipal Complex (specifically the staff offices). This contract includes cleaning of the East Addition of the Municipal complex, which encompasses the Police Department and Lobby. The remaining areas of the Municipal Complex (such as the Public Works garage) will be addressed in future budget years. Cleaning HVAC ductwork removes accumulated dust and allergens, improves system efficiency, and promotes faster temperature regulation.

On February 23, 2024, staff publicly opened and read aloud bids received for HVAC Duct Cleaning. The breakdown of bids is as follows:

HVAC Duct Cleaning	√ Indoor Air Technologies, Inc. Victor, NY	Air Care Services Lisle, IL
Base Bid	$98,450.00	$103,300.00
Optional Alternate #1	$5,400.00	$4,900.00
Grand Total	**$103,850.00**	**$108,200.00**

√ Indicates recommended lowest responsible bidder

Recommendation:

The Public Works Department has reviewed all bids received for completeness and accuracy, in accordance with the invitation to bid document. Based on this assessment, City staff recommends awarding the HVAC Duct Cleaning contract to the lowest responsive and responsible bidder, Indoor Air Technologies, Inc., in the amount of $103,850.00.

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 City has previously worked with Indoor Air Technologies, Inc. Funds are available in the current fiscal year budget for this work.

Votes Required to Pass:

Simple Majority

RESOLUTION

WHEREAS CITY staff has determined that the HVAC ductwork in the East Addition of the Municipal Complex, which includes the Police Department and the Lobby, requires cleaning; and

WHEREAS the CITY received and publicly opened bids for the HVAC Duct Cleaning on February 23, 2024; and

WHEREAS the lowest responsive and responsible bidder is Indoor Air Technologies, Inc., Victor, New York.

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 Indoor Air Technologies, Inc. for the HVAC Duct Cleaning in the amount of $103,850.00; 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 5th day of March, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: March 5, 2024
APPROVED: March 5, 2024

Draft

Bidder Information

PLEASE TYPE OR NEATLY PRINT THE FOLLOWING INFORMATION

Indoor Air Technologies, Inc.
Company Name

Rebecca S. Melton — President
Name of Authorized Representative — Title

141 School Street, Suite B.
Street Address

Victor — New York — 14564
City — State — Zip Code

(585) 924-2010
(Area Code) Phone Number

amanda@iatcorpusa.com / danielle@iatcorpusa.com
Email Address

The HVAC Duct Cleaning contract award criteria will consider the Base Bid price. Optional Alternates may be exercised at the City's discretion on a per Optional Alternate basis.

BIDDING FOR: City of Crystal Lake HVAC Duct Cleaning	
Description	**Price**
Base Bid	$98,450.00
Optional Alternate #1	$5,400.00
Optional Alternate #2	$7,800.00
Optional Alternate #3	$4,700.00

Bidder Information

PLEASE TYPE OR NEATLY PRINT THE FOLLOWING INFORMATION

AIR CARE SERVICES
Company Name

BRUCE SANDERS — PRESIDENT
Name of Authorized Representative — Title

4248 BELLE AIRE LANE SUITE 2
Street Address

DOWNERS GROVE — IL — 60515
City — State — Zip Code

630-963-2099
(Area Code) Phone Number

BRUCE@AIRCARESERVICESINC.COM
Email Address

The HVAC Duct Cleaning contract award criteria will consider the Base Bid price. Optional Alternates may be exercised at the City's discretion on a per Optional Alternate basis.

BIDDING FOR: City of Crystal Lake HVAC Duct Cleaning	
Description	**Price**
Base Bid	$ 103,300.00
Optional Alternate #1	$ 4900.00
Optional Alternate #2	$ 4900.00
Optional Alternate #3	$ 2800.00

Agenda Item No: 22

City Council
Agenda Supplement

Meeting Date: March 5, 2024

Item: Bid Award – Bio-Solids Land Application & Landfill Disposal

Staff Recommendation: Motion to award the bid for Bio-Solids Land Application & Landfill Disposal to the lowest responsive and responsible bidder, Dahm Enterprises, Inc., and adopt a Resolution authorizing the City Manager to execute an nine month contract, in the submitted bid amounts, with two (2) optional one-year extensions

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

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Background:
The City of Crystal Lake operates two Wastewater Treatment facilities, which collectively generate approximately 3,300 wet tons of bio-solids, a solid waste by-product of the wastewater treatment process, annually. The management of bio-solids involves adherence to regulations set forth by both the United States Environmental Protection Agency (USEPA) and the Illinois Environmental Protection Agency (IEPA).

Crystal Lake's wastewater treatment facilities produce bio-solids that meet the USEAP 503 Class "B" standards. These standards allow for the bio-solids to be disposed of at a landfill facility or land applied to farm fields. The removal and disposal of bio-solids from the City's wastewater treatment facilities occur twice a year, with strict compliance to federal, state, and local regulations, as well as adherence to City specifications and IEPA Permit requirements.

Under the City's Host Agreement with Waste Management, Crystal Lake is permitted to dispose of up to 900 wet tons of bio-solids at a Waste Management landfill, free of charge. The sole cost incurred by the City for this disposal is transportation.

On February 15, 2024, staff publicly opened and read aloud bids received for Bio-Solids Land Application & Landfill Disposal. The breakdown of bids is as follows:

Bio-Solids Land Application & Landfill Disposal	√ Dahm Enterprises, Woodstock, IL		Stewart Spreading, Sheridan, IL		Synagro Central, LLC, Baltimore, MD	
	Price per wet ton		*Price per wet ton*		*Price per wet ton*	
Land Application Disposal April 1, 2024 - December 31, 2024 (Estimated Quantity 4,000 Tons)	$39.00	$156,000.00	$44.50	$178,000.00	$48.95	$195,800.00
Landfill Disposal April 1, 2024 - December 31, 2024 (Estimated Quantity 900 Tons)	$31.00	$27,900.00	$40.00	$36,000.00	$35.95	$32,355.00
Base Bid Total		**$183,900.00**		**$214,000.00**		**$228,155.00**

√ Indicates recommended lowest responsible bidder

The base term of this contract will be nine months, and it will provide for two optional one-year extensions. Optional Year pricing will increase each year according to the Chicago-Naperville-Elgin, IL-IN-WI, CPI All Items Index 12-month percentage change, not seasonally adjusted, for October of the previous calendar year, as reported in November by the U.S. Bureau of Labor Statistics.

Recommendation:

The Public Works Department has reviewed all bids received for completeness and accuracy, in accordance with the invitation to bid document. Based on this assessment, City staff recommends awarding the Bio-Solids Land Application & Landfill Disposal contract to the lowest responsive and responsible bidder, Dahm Enterprises, Inc., in the bid amounts.

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 City has previously worked with Dahm Enterprises, Inc. and has been satisfied with their services. Removal and disposal of bio-solids is a necessary part of the wastewater treatment process and funds for this purchase are budgeted each fiscal year.

Votes Required to Pass:

Simple Majority

RESOLUTION

WHEREAS it is necessary for the CITY OF CRYSTAL LAKE to dispose of bio-solids generated at its wastewater treatment facilities; and

WHEREAS the CITY received and publicly opened bids for Bio-Solids Land Application & Landfill Disposal on February 15, 2024; and

WHEREAS the lowest responsive and responsible bidder is Dahm Enterprises, Inc., Woodstock, Illinois.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute an nine-month contract between the CITY OF CRYSTAL LAKE and Dahm Enterprises, Inc. for Bio-Solids Land Application & Landfill Disposal in the bid amounts; and

BE IT FURTHER RESOLVED that the City Manager is authorized to approve up to two, one-year extensions of this contract, with optional year pricing increasing each year according to the Chicago-Naperville-Elgin, IL-IN-WI, CPI All Items Index 12-month percentage change, not seasonally adjusted, for October of the previous calendar year as reported in November by the U.S. Bureau of Labor Statistics

DATED this 5th day of March, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: March 5, 2024
APPROVED: March 5, 2024

Draft

THE CITY OF CRYSTAL LAKE

CONTRACT FOR THE

BIO-SOLIDS LAND APPLICATION & LANDFILL DISPOSAL

BIDDER'S PROPOSAL

Full Name of Bidder Dahm Enterprises, Inc ("Bidder")

Principal Office Address 10702 Allendale Rd. Woodstock, IL 60098

Local Office Address Same

Contact Person Bryan Dahm Telephone 815-482-2088

TO: The City of Crystal Lake ("Owner")
100 W. Woodstock Street
Crystal Lake, Illinois 60045
Attention: Michael Wisinski – Public Works Manager
BID - BIO SOLIDS LAND APPLICATION & LANDFILL DISPOSAL

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. **Work Proposal**

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the Bio-Solids Land Application & Landfill Disposal; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all

SCHEDULE OF PRICES

A. BID PRICING FOR: April 1, 2024 – December 31, 2024

Price per wet ton (for all Equipment, Transportation Costs & Labor)

		Est. Quantity	Price per wet ton	Total Cost #1
1	Land Application Disposal April 1, 2024 – December 31, 2024	4,000	$ 39	$ 156,000

Landfill Disposal (Waste Management - DeKalb County Landfill - 18370 Somonauk Rd, DeKalb, IL 60115)
Price per wet ton (for Transportation & Labor Costs ONLY)

		Est. Quantity	Price per wet ton	Total Cost #2
2	Landfill Disposal April 1, 2024 – December 31, 2024	900	$ 31	$ 27,900

Add Rows #1 and #2 for the BASE BID TOTAL: $ 183,900

To aid in determining quantities and accurate pricing use the following data to give us pricing in Wet Tons (WT). These are to be considered estimates for bidding purposes only. Actual bio-solid quantities may vary from year to year.

FACILITY	% TS	WET TONS	CY
PLANT #2	25%	4000	4500
PLANT #3	40%	250	300

***** OPTIONAL YEAR PRICING CPI INCREASE**
Optional Year pricing will increase each year according to the Chicago-Naperville-Elgin, IL-IN-WI, CPI All Items Index 12-month percentage change, not seasonally adjusted, for October of the previous calendar year as reported in November by the U.S. Bureau of Labor Statistics.

OPTIONAL YEAR #2 PRICING FOR: January 1, 2025 – December 31, 2025

Price per wet ton (for all Equipment, Transportation Costs & Labor)

		Est. Quantity	Price per wet ton
3	Land Application Disposal January 1, 2025 – December 31, 2025	4,000	**CPI October 2024 12-month Increase *****

THE CITY OF CRYSTAL LAKE

CONTRACT FOR THE

BIO-SOLIDS LAND APPLICATION & LANDFILL DISPOSAL

BIDDER'S PROPOSAL

Full Name of Bidder Stewart Spreading, Inc. ("Bidder")

Principal Office Address 3870 N. Route 71, Sheridan, IL 60551

Local Office Address 3870 N. Route 71, Sheridan, IL 60551

Contact Person Greg Halmagyi Telephone 815-695-5667

TO: The City of Crystal Lake ("Owner")
100 W. Woodstock Street
Crystal Lake, Illinois 60045
Attention: Michael Wisinski – Public Works Manager
BID - BIO SOLIDS LAND APPLICATION & LANDFILL DISPOSAL

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. **Work Proposal**

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the Bio-Solids Land Application & Landfill Disposal; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all

SCHEDULE OF PRICES

A. **BID PRICING FOR: April 1, 2024 – December 31, 2024**

Price per wet ton (for all Equipment, Transportation Costs & Labor)

		Est. Quantity	Price per wet ton	Total Cost #1
1	Land Application Disposal April 1, 2024 – December 31, 2024	4,000	$44.50	$178,000.00

Landfill Disposal (Waste Management - DeKalb County Landfill - 18370 Somonauk Rd, DeKalb, IL 60115)
Price per wet ton (for Transportation & Labor Costs ONLY)

		Est. Quantity	Price per wet ton	Total Cost #2
2	Landfill Disposal April 1, 2024 – December 31, 2024	900	$40.00	$36,000.00

Add Rows #1 and #2 for the BASE BID TOTAL: $214,000.00

To aid in determining quantities and accurate pricing use the following data to give us pricing in Wet Tons (WT). These are to be considered estimates for bidding purposes only. Actual bio-solid quantities may vary from year to year.

FACILITY	% TS	WET TONS	CY
PLANT #2	25%	4000	4500
PLANT #3	40%	250	300

*** **OPTIONAL YEAR PRICING CPI INCREASE**
Optional Year pricing will increase each year according to the Chicago-Naperville-Elgin, IL-IN-WI, CPI All Items Index 12-month percentage change, not seasonally adjusted, for October of the previous calendar year as reported in November by the U.S. Bureau of Labor Statistics.

OPTIONAL YEAR #2 PRICING FOR: January 1, 2025 – December 31, 2025

Price per wet ton (for all Equipment, Transportation Costs & Labor)

		Est. Quantity	Price per wet ton
3	Land Application Disposal January 1, 2025 – December 31, 2025	4,000	**CPI October 2024 12-month Increase *** **

THE CITY OF CRYSTAL LAKE

CONTRACT FOR THE

BIO-SOLIDS LAND APPLICATION & LANDFILL DISPOSAL

BIDDER'S PROPOSAL

Full Name of Bidder Synagro Central, LLC ("Bidder")

Principal Office Address 435 Williams Court, Suite 100, Baltimore, MD 21220

Local Office Address 4515 Infirmary Rd., Miamisburg, OH 4532

Contact Person Emil Kneis, Sales Support Manager Telephone 410-688-4438

TO: The City of Crystal Lake ("Owner")
100 W. Woodstock Street
Crystal Lake, Illinois 60045
Attention: Michael Wisinski – Public Works Manager
BID - BIO SOLIDS LAND APPLICATION & LANDFILL DISPOSAL

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. **Work Proposal**

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the Bio-Solids Land Application & Landfill Disposal; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all

SCHEDULE OF PRICES

A. **BID PRICING FOR: April 1, 2024 – December 31, 2024**

Price per wet ton (for all Equipment, Transportation Costs & Labor)

		Est. Quantity	Price per wet ton	Total Cost #1
1	Land Application Disposal April 1, 2024 – December 31, 2024	4,000	$48.95	$195,800.00

Landfill Disposal (Waste Management - DeKalb County Landfill - 18370 Somonauk Rd, DeKalb, IL 60115)
Price per wet ton (for Transportation & Labor Costs ONLY)

		Est. Quantity	Price per wet ton	Total Cost #2
2	Landfill Disposal April 1, 2024 – December 31, 2024	900	$35.95	$ 32,355.00

Add Rows #1 and #2 for the BASE BID TOTAL: $ 228,155.00

To aid in determining quantities and accurate pricing use the following data to give us pricing in Wet Tons (WT). These are to be considered estimates for bidding purposes only. Actual bio-solid quantities may vary from year to year.

FACILITY	% TS	WET TONS	CY
PLANT #2	25%	4000	4500
PLANT #3	40%	250	300

*** **OPTIONAL YEAR PRICING CPI INCREASE**
Optional Year pricing will increase each year according to the Chicago-Naperville-Elgin, IL-IN-WI, CPI All Items Index 12-month percentage change, not seasonally adjusted, for October of the previous calendar year as reported in November by the U.S. Bureau of Labor Statistics.

OPTIONAL YEAR #2 PRICING FOR: January 1, 2025 – December 31, 2025

Price per wet ton (for all Equipment, Transportation Costs & Labor)

		Est. Quantity	Price per wet ton
3	Land Application Disposal January 1, 2025 – December 31, 2025	4,000	**CPI October 2024 12-month Increase *** **