Agenda Item No: 11

City Council
Agenda Supplement

Meeting Date: March 19, 2024

Item: COUNTY ZONING REQUEST

Ridgefield Road and Route 14 - PIN 14-31-151-004 (also abuts Route 176 approximately 1,000 feet west of Route 14)
City of Crystal Lake, IL

Recommendation: City Council's discretion.

a) Motion to object to the proposed Reclassification from "B-1" Neighborhood Business District to "B-3" General Business District, directing staff to proceed with providing a letter to the County Hearing Officer; or,

b) Motion to request conditions of approval be added to the proposed Reclassification from "B-1" Neighborhood Business District to "B-3" General Business District, directing staff to proceed with providing a letter to the County Hearing Officer; or,

c) No action taken

Note: If the City Council chooses recommendation a to object to the reclassification, they can direct staff to include in the letter to the County Board that if the County Board chooses to approve the reclassification then the City recommended conditions of approval should be added.

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 "B-1" Neighborhood Business District and consists of approximately 17.268 acres. A portion of the property was previously used for the Flowerwood Nursery, which is no longer in operation.
- The subject property is surrounded by County zoning districts "B-1" and "B-2" Neighborhood Business Districts and A-1" Agriculture District to the north, "B-1" Neighborhood Business District to the east, City of Crystal Lake's W - Watershed District to the south, and "B-1" Neighborhood Business District and "A-1" Agriculture District to the west.
- Per the County's Existing Land Use Map, there are office and agricultural uses are to the north, open space uses are to the south, agricultural and commercial uses are to the east, and agriculture uses to the west.

Request:

- Per the petitioner's application, the reclassification is to accommodate the development of the property as a mini-warehouse facility. A **mini-warehouse facility is a permitted use in the B-3 zoning district**. This means that no further zoning action would take place to approve the storage use if the rezoning is allowed.
- A mini-warehouse facility is defined in the County's UDO as "a facility for the storage of personal property where individual renters control individual storage spaces. A mini-warehouse may include ancillary retail sales of related items, such as moving supplies".
- The County's Planning Department has not yet posted their staff report and analysis, and application does not include plans for the proposed use. The request is solely for the Reclassification, not the mini-warehouse use.
- The County's 2030 Land Use Plan identifies the subject property as Mixed Use.
- Recently, the City's Planning and Zoning Commission reviewed a conceptual plan for a self-storage facility and senior living facility at the adjacent property to the east. Ultimately, the PZC was not supportive of a self-storage facility at this location.
- The property is within the Crystal Lake Watershed.

Staff Recommendation: City staff recommends Recommendation A. Proceed with a letter objecting the request for the following reasons:

1. Development should occur in the municipality where utilities and emergency services are available.
2. As this is a permitted use in the County, it would not require further review of the site layout, architectural design, and landscaping and screening.
3. This is a gateway into Crystal Lake. The City's Planning and Zoning Commission recently expressed concerns with a self-storage facility at the adjacent property.
4. The City's 2030 Comprehensive Plan identifies this property as Commerce, and adjacent properties are identified as combination of Commerce, Parks and Open Space and Office.

A written objection made by the highest elected official of the City would require a minimum of fourteen (14) affirmative votes of the County's eighteen (18) member County Board to pass the reclassification request. If the written objection is received prior to the Zoning Board of Appeals hearing, then it would be entered into their record and would become part of the packet presented to the County Board. If it is received after the ZBA hearing, then the objection should be filed with the County Administrator's office.

If the County approves the petition, proceed with a letter recommending the following conditions be applied to the zoning approval:

1. A drain tile survey must be completed, and any drain tiles that are impacted must be reconnected.
2. The Crystal Lake Watershed requirements outlined in the McHenry County Stormwater Ordinance must be followed.

The City Council also has the option to include these conditions of approval in their letter of objection to the County Board so that if the County Board approves the reclassification it should be with the City recommended conditions.

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Votes Required to Pass: A simple majority.

PIQ Map
Ridgefield Road and Route 14, Crystal Lake, IL
Nunda Township
Directly Adjacent to City Limits



McHenry County
Zoning Board of Appeals - Zoning Hearing
AGENDA

March 28, 2024, 1:30 PM
County Board Conference Room
Administration Building, 667 Ware Rd., Woodstock, IL 60098

Pages

1. CALL TO ORDER
2. ROLL CALL
3. NEW BUSINESS / PUBLIC HEARING
   - 3.1 2024-007 Prairie Enterprises LLC, Nunda Twp, B1-B3 — 2
4. OLD BUSINESS
5. PUBLIC COMMENT
   Topics unrelated to public hearing - 3-minute time limit per speaker
6. ANNOUNCEMENTS
7. ADJOURNMENT

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

Office Use Only

Petition #/Permit # 2024-007

APPLICATION FOR ZONING PETITION, ADMINISTRATIVE VARIATION OR SITE PLAN REVIEW

OWNER INFORMATION:	**ATTORNEY or AGENT CONTACT INFORMATION** (If Applicable):
Name FLOWERWOOD NURSERY LLC	Name TERRENCE J. MCKENNA
Address C/O JOSEPH GOTTEMOLLER 1 N VIRIGNIA ST STE A	Address 30-B N WILLIAMS ST
City, St, Zip CRYSTAL LAKE, IL 60014	City, St, Zip CRYSTAL LAKE, IL 60014
Daytime Phone 815-459-0290	Phone 815-306-4500
Email JOE@MCHENRYCOUNTYLAW.COM	Email TJM@MCKENNALAW.COM

APPLICANT (If other than owner):	**TRUSTEE/BENEFICIARY/OFFICERS/DIRECTORS/CONTRACT PURCHASER** (please use separate page for additional information):
Name PRAIRIE ENTERPRISES LLC	Name
Address 9818 FOX SHORE DRIVE	Address
City, St, Zip ALGONQUIN, IL 60102	City, St, Zip
Daytime Phone 630-650-0137	Phone
Email KYLE.LINDLEY@OUTLOOK.COM	Email

PARCEL INFORMATION:

Address VACANT 17.268 ACRES NW CORNER RTE 176 & RTE 14

City CRYSTAL LAKE Zip 60014

Parcel/Tax Number 14-31-151-004

Number of Acres 17.268

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

Please provide additional information on the back of this page.

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

SEE ATTACHED

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.

President

Owner's Signature

Kenneth D. Koehler

Print Name

Kyle Lindley

Signature

Kyle Lindley

Print Name

SUBSCRIBED and SWORN to before me this 24 day of January, 2024.

NOTARY PUBLIC

OFFICIAL SEAL
JOSEPH GOTTEMOLLER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/05/24

Subscribed and sworn to before me this 30 day of January, 2024.

Notary Public

OFFICIAL SEAL
SARAH LALOND
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 04/27/2025

Narrative

Reclassification from B-1 Neighborhood Business District to B-3 General Business District to accommodate the development of the Property as a Mini-Warehouse facility.

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.

K A Koehler Pres. Dent
Owner's Signature

Kenneth D. Koehler
Print Name

Kyle Lindley
Signature

Kyle Lindley
Print Name

SUBSCRIBED and SWORN to before me
this 29 day of January, 2024.

Joseph Gottemoller
NOTARY PUBLIC

OFFICIAL SEAL
JOSEPH GOTTEMOLLER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/05/24

Subscribed and sworn to before me
this 30 day of January, 2024.

Sarah Lalond
Notary Public

OFFICIAL SEAL
SARAH LALOND
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 04/27/2025

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

Office Use Only

Petition #/Permit # 2024-007

CORPORATE DISCLOSURE

Applications shall be brought in the name of the record title owner or the owner(s) of the beneficial interest through authorized agents. If application is made by a corporation or partnership for any zoning map amendment, variation, or conditional use permit, the application and notice shall identify the names and addresses of all officers and directors and all shareholders/stockholders owning an interest in excess of seven and one-half percent (7.5%)

If an owner, officer, director, shareholder/stockholder is another legal entity and not an individual, we require the same information (name, title, address) for that entity.

Name of Entity:	Flowerwood Nursery LLC		
Name	**Title (officers, directors, shareholders/stockholders)**	**Address (address, city, state, zip)**	**Percent of ownership interest**
Flowerwood	Kenneth Koehler Pres	320 Douglas Ave Crystal Lake Il 60014	15%
Flowerwood	Sandra Koretos Vice Pres	506 W Campbell Street Arlington Heights Il 60005	27.2%
Flowerwood	Brett Siegmeier Treasurer	6802 Rhode Island Trail Crystal Lake Il 60012	27.2%
	All remaining shareholders are less than 7.5% each		

Please attach additional information, if needed.

*Extracted from Title 16: Unified Development Ordinance §16.16.020 §§ A1-4 (2014).

MCHENRY COUNTY PLANNING AND DEVELOPMENT
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Applications shall be brought in the name of the record title owner or the owner(s) of the beneficial interest through authorized agents. If application is made by a corporation or partnership for any zoning map amendment, variation, or conditional use permit, the application and notice shall identify the names and addresses of all officers and directors and all shareholders/stockholders owning an interest in excess of seven and one-half percent (7.5%)

If an owner, officer, director, shareholder/stockholder is another legal entity and not an individual, we require the same information (name, title, address) for that entity.

Name of Entity: Prairie Enterprises LLC

Name	Title (officers, directors, shareholders/stockholders)	Address (address, city, state, zip)	Percent of ownership interest
Jerry Lindley	Manager	9818 FOX SHORES DRIVE ALGONQUIN, IL 60102	10%
Kyle Lindley	Manager	2932 BLACK WALNUT LANE ST. CHARLES, IL 60174	30%
Nadine Lindley		1030 E GRANT HWY MARENGO, IL 60152-3481	30%
Denise Lindley Martinez		1030 E GRANT HWY MARENGO, IL 60152-3481	30%

Please attach additional information, if needed.

*Extracted from Title 16: Unified Development Ordinance §16.16.020 §§ A1-4 (2014).

Approval Standards for Map Amendments

1. The proposed zoning designation is compatible with the existing uses and zoning designations of nearby properties. It is contiguous to B-1 and B-2 zoning to the north, northwest and east.

2. According to the McHenry County UDO, the intent of the B-1 Neighborhood Business District is to provide access to commercial uses for adjacent residential areas, satisfying the basic shopping or service needs of residents. The property is located at the intersection of two major thoroughfares within the county. Due to the property's proximity to Crystal Lake, there is adequate shopping and service areas already provided within city limits.

Whereas, the intent of the B-3 General Business District is to accommodate commercial uses that cater to the needs of the population from the larger region. Petitioner's planned storage facility would serve the needs of the larger community.

The existing zoning designation prohibits Petitioner from utilizing the property for its planned storage facility which would serve the needs of the larger community.

3. The benefit to the health, safety, and welfare of the public under the current zoning designation is no greater than that of the proposed designation, which would permit Petitioners to use the property as contemplated, and also to provide for the future services and uses contemplated by the McHenry County 2030 and Beyond Comprehensive Plan. The entire area along Rte 176 is designated by the McHenry County 2030 and Beyond Comprehensive Plan as "Mixed Use."

4. The property is suitable for uses allowed under the current zoning designation. However, the property is better suited for the B-3 zoning district, as it is located at the intersection of two major thoroughfares within the county. Due to the property's proximity to Crystal Lake, there is adequate shopping and service areas already provided within city limits. There is a growing need within the County for Petitioner's proposed storage facility, which is only permitted in the B-3 District.

5. The 1980 aerial photograph on the County's Athena website indicates that the property was vacant at that time. In the intervening years, a portion of the property has been used for Flowerwood Nursery, which is now out of business.

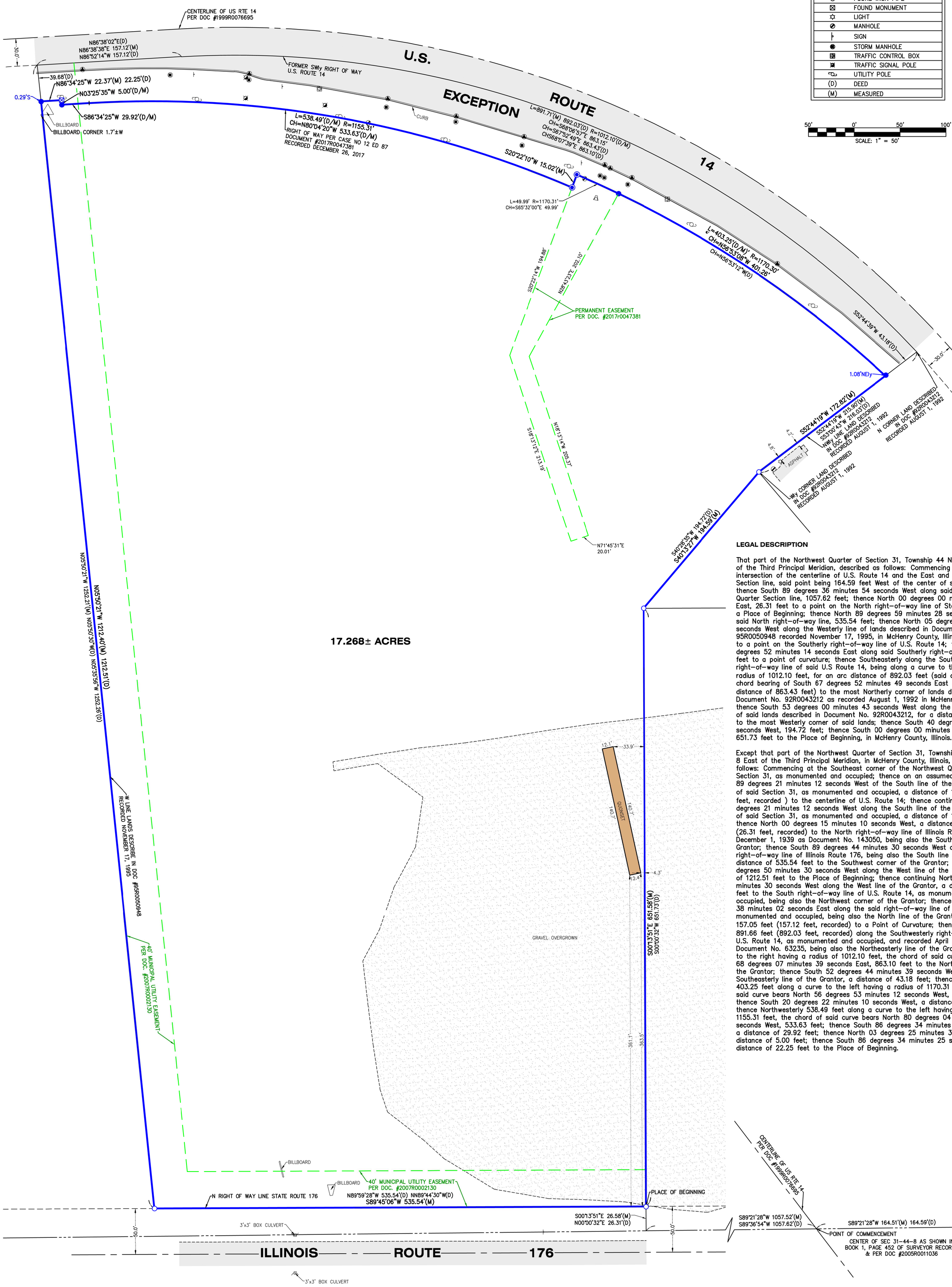
6. There is a public need for the proposed use. Demand for self storage facilities has grown over the last several years. Petitioner's proposed use would help satisfy such demand. Such use is contemplated by the "Mixed Use" designation in the McHenry County 2030 and Beyond Comprehensive Plan.

7. The proposed use is compatible with the McHenry County 2030 and Beyond Comprehensive Plan, which designates the property for "Mixed Use."

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

PLAT OF SURVEY

LEGEND	
	CATCH BASIN
	DOWN GUY
	FLARED END SECTION
	FOUND IRON BAR
	FOUND IRON PIPE
	FOUND MONUMENT
	LIGHT
	MANHOLE
	SIGN
	STORM MANHOLE
	TRAFFIC CONTROL BOX
	TRAFFIC SIGNAL POLE
	UTILITY POLE
(D)	DEED
(M)	MEASURED



17.268± ACRES

LEGAL DESCRIPTION

That part of the Northwest Quarter of Section 31, Township 44 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at a point of intersection of the centerline of U.S. Route 14 and the East and West Quarter Section line, said point being 164.59 feet West of the center of said Section 31; thence South 89 degrees 36 minutes 54 seconds West along said East and West Quarter Section line, 1057.62 feet; thence North 00 degrees 00 minutes 32 seconds East, 26.31 feet to a point on the North right-of-way line of State Route 176 for a Place of Beginning; thence North 89 degrees 59 minutes 28 seconds West along said North right-of-way line, 535.54 feet; thence North 05 degrees 35 minutes 56 seconds West along the Westerly line of lands described in Document No. 95R0050948 recorded November 17, 1995, in McHenry County, Illinois, 1252.26 feet to a point on the Southerly right-of-way line of U.S. Route 14; thence North 86 degrees 52 minutes 14 seconds East along said Southerly right-of-way line, 157.12 feet to a point of curvature; thence Southeasterly along the Southwesterly right-of-way line of said U.S Route 14, being along a curve to the right having a radius of 1012.10 feet, for an arc distance of 892.03 feet (said curve having a chord bearing of South 67 degrees 52 minutes 49 seconds East and a chord distance of 863.43 feet) to the most Northerly corner of lands described in Document No. 92R0043212 as recorded August 1, 1992 in McHenry County, Illinois; thence South 53 degrees 00 minutes 43 seconds West along the Northwesterly line of said lands described in Document No. 92R0043212, for a distance of 216.03 feet to the most Westerly corner of said lands; thence South 40 degrees 28 minutes 35 seconds West, 194.72 feet; thence South 00 degrees 00 minutes 32 seconds West, 651.73 feet to the Place of Beginning, in McHenry County, Illinois.

Except that part of the Northwest Quarter of Section 31, Township 44 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois, described as follows: Commencing at the Southeast corner of the Northwest Quarter of said Section 31, as monumented and occupied; thence on an assumed bearing of South 89 degrees 21 minutes 12 seconds West of the South line of the Northwest Quarter of said Section 31, as monumented and occupied, a distance of 164.61 feet (164.59 feet, recorded) to the centerline of U.S. Route 14; thence continuing South 89 degrees 21 minutes 12 seconds West along the South line of the Northwest Quarter of said Section 31, as monumented and occupied, a distance of 1057.62 feet; thence North 00 degrees 15 minutes 10 seconds West, a distance of 26.44 feet (26.31 feet, recorded) to the North right-of-way line of Illinois Route 176 recorded December 1, 1939 as Document No. 143050, being also the Southeast corner of the Grantor; thence South 89 degrees 44 minutes 30 seconds West along said North right-of-way line of Illinois Route 176, being also the South line of the Grantor, a distance of 535.54 feet to the Southwest corner of the Grantor; thence North 05 degrees 50 minutes 30 seconds West along the West line of the Grantor, a distance of 1212.51 feet to the Place of Beginning; thence continuing North 05 degrees 50 minutes 30 seconds West along the West line of the Grantor, a distance of 39.68 feet to the South right-of-way line of U.S. Route 14, as monumented and occupied, being also the Northwest corner of the Grantor; thence North 86 degrees 38 minutes 02 seconds East along the said right-of-way line of U.S. Route 14, as monumented and occupied, being also the North line of the Grantor, a distance of 157.05 feet (157.12 feet, recorded) to a Point of Curvature; thence Southeasterly 891.66 feet (892.03 feet, recorded) along the Southwesterly right-of-way line of U.S. Route 14, as monumented and occupied, and recorded April 22, 1924 as Document No. 63235, being also the Northeasterly line of the Grantor, on a curve to the right having a radius of 1012.10 feet, the chord of said curve bears South 68 degrees 07 minutes 39 seconds East, 863.10 feet to the Northeast corner of the Grantor; thence South 52 degrees 44 minutes 39 seconds West along the Southeasterly line of the Grantor, a distance of 43.18 feet; thence Northwesterly 403.25 feet along a curve to the left having a radius of 1170.31 feet, the chord of said curve bears North 56 degrees 53 minutes 12 seconds West, 401.26 feet; thence South 20 degrees 22 minutes 10 seconds West, a distance of 15.02 feet; thence Northwesterly 538.49 feet along a curve to the left having a radius of 1155.31 feet, the chord of said curve bears North 80 degrees 04 minutes 24 seconds West, 533.63 feet; thence South 86 degrees 34 minutes 25 seconds West, a distance of 29.92 feet; thence North 03 degrees 25 minutes 35 seconds West, a distance of 5.00 feet; thence South 86 degrees 34 minutes 25 seconds West, a distance of 22.25 feet to the Place of Beginning.

01/11/24 APG – REVISED LEGAL DESCRIPTION PER NEW TITLE
12/6/23 APG – ADDED SANITARY EASEMENT PER TITLE REVIEW

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

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

Dated at Woodstock, McHenry County, Illinois 11/27 A.D., 2023.

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

By: _____
Illinois Professional Land Surveyor No. 3857

ARTHUR P. GRITMACKER
035-003857
PROFESSIONAL
LAND SURVEYOR
STATE OF ILLINOIS
EXP. 11/30/2024
WOODSTOCK, ILLINOIS

CLIENT: GOTTEMOLLER & ASSOCIATES
DRAWN BY: CKV CHECKED BY: APG
SCALE: 1"=50' SEC. 31 T. 44 R. 08 E.
BASIS OF BEARING: IL EAST ZONE NAD83 (2011)
P.I.N.: 14-31-151-004
JOB NO.: 230994 I.D. UPD
FIELDWORK COMP.: 11/14/23 BK. ___ PG. ___
ALL DISTANCES SHOWN IN FEET AND DECIMAL PARTS THEREOF CORRECTED TO 68° F. REF: 061091

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

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

Y:\PLATS\2023\0800-0999\230994_V-230994\230994-UPD-GROUND.dwg-Layout1-1/11/2024 2:10 PM

IN THE MATTER OF THE APPLICATION OF)
PRAIRIE ENTERPRISES LLC., *APPLICANT*)
FOR AN AMENDMENT OF THE UNIFIED DEVELOPMENT) LEGAL NOTICE OF PUBLIC HEARING
ORDINANCE OF McHENRY COUNTY, ILLINOIS FOR) # 2024-007
A RECLASSIFICATION)

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

That part of the Northwest Quarter of Section 31, Township 44 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at a point of intersection of the centerline of U.S. Route 14 and the East and West Quarter Section line, said point being 164.59 feet West of the center of said Section 31; thence South 89 degrees 36 minutes 54 seconds West along said East and West Quarter Section line, 1057.62 feet; thence North 00 degrees 00 minutes 32 seconds East, 26.31 feet to a point on the North right-of-way line of State Route 176 for a Place of Beginning; thence North 89 degrees 59 minutes 28 seconds West along said North right-of-way line, 535.54 feet; thence North 05 degrees 35 minutes 56 seconds West along the Westerly line of lands described in Document No.95R0050948 recorded November 17, 1995, in McHenry County, Illinois, 1252.26 feet to a point on the Southerly right-of-way line of U.S. Route 14; thence North 86 degrees 52 minutes 14 seconds East along said Southerly right-of-way line, 157.12 feet to a point of curvature; thence Southeasterly along the Southwesterly right-of-way line of said U.S. Route 14, being along a curve to the right having a radius of 1012.10 feet, for an arc distance of 892.03 feet (said curve having a chord bearing of South 67 degrees 52 minutes 49 seconds East and a chord distance of 863.43 feet) to the most Northerly corner of lands described in Document No. 92R0043212 as recorded August 1, 1992 in McHenry County, Illinois; thence South 53 degrees 00 minutes 43 seconds West along the Northwesterly line of said lands described in Document No. 92R0043212, for a distance of 216.03 feet to the most Westerly corner of said lands; thence South 40 degrees 28 minutes 35 seconds West, 194.72 feet; thence South 00 degrees 00 minutes 32 seconds West, 651.73 feet to the Place of Beginning, in McHenry County, Illinois.

Except that part of the Northwest Quarter of Section 31, Township 44 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois, described as follows: Commencing at the Southeast corner of the Northwest Quarter of said Section 31, as monumented and occupied; thence on an assumed bearing of South 89 degrees 21 minutes 12 seconds West of the South line of the Northwest Quarter of said Section 31, as monumented and occupied, a distance of 164.61 feet (164.59 feet, recorded) to the centerline of U.S. Route 14; thence continuing South 89 degrees 21 minutes 12 seconds West along the South line of the Northwest Quarter of said Section 31, as monumented and occupied, a distance of 1057.62 feet; thence North 00 degrees 15 minutes 10 seconds West, a distance of 26.44 feet (26.31 feet, recorded) to the North right-of-way line of Illinois Route 176 recorded December 1, 1939 as Document No. 143050, being also the Southeast corner of the Grantor; thence South 89 degrees 44 minutes 30 seconds West along said North right-of-way line of Illinois Route 176, being also the South line of the Grantor, a distance of 535.54 feet to the Southwest corner of the Grantor; thence North 05 degrees 50 minutes 30 seconds West along the West line of the Grantor, a distance of 1212.51 feet to the Place of Beginning; thence continuing North 05 degrees 50 minutes 30 seconds West along the West line of the Grantor, a distance of 39.68 feet to the South right-of-way line of U.S. Route 14, as monumented and occupied, being also the Northwest corner of the Grantor; thence North 86 degrees 38 minutes 02 seconds East along the said right-of-way line of U.S. Route 14, as monumented and occupied, being also the North line of the Grantor, a distance of 157.05 feet (157.12 feet, recorded) to a Point of Curvature; thence Southeasterly 891.66 feet (892.03 feet, recorded)

along the Southwesterly right-of-way line of U.S. Route 14, as monumented and occupied, and recorded April 22, 1924 as Document No. 63235, being also the Northeasterly line of the Grantor, on a curve to the right having a radius of 1012.10 feet, the chord of said curve bears South 68 degrees 07 minutes 39 seconds East, 863.10 feet to the Northeast corner of the Grantor; thence South 52 degrees 44 minutes 39 seconds West along the Southeasterly line of the Granter, a distance of 43.18 feet; thence Northwesterly 403.25 feet along a curve to the left having a radius of 1170.31 feet, the chord of said curve bears North 56 degrees 53 minutes 12 seconds West, 401.26 feet; thence South 20 degrees 22 minutes 10 seconds West, a distance of 15.02 feet; thence Northwesterly 538.49 feet along a curve to the left having a radius of 1155.31 feet, the chord of said curve bears North 80 degrees 04 minutes 24 seconds West, 533.63 feet; thence South 86 degrees 34 minutes 25 seconds West, a distance of 29.92 feet; thence North 03 degrees 25 minutes 35 seconds West, a distance of 5.00 feet; thence South 86 degrees 34 minutes 25 seconds West, a distance of 22.25 feet to the Place of Beginning.

PIN 14-31-151-004

The subject property is adjacent to the southern corner of the intersection of ***Ridgefield Road and U.S. Highway 14 in Crystal Lake, Illinois. This property also abuts Illinois Route 176 approximately one thousand (1,000) feet west of U.S. Highway 14, Crystal Lake, Illinois in Nunda Township.***

The subject property is presently zoned ***"B-1" Neighborhood Business District*** which consists of approximately **17.268 acres** ***with "B-1" and "B-2" Neighborhood Business Districts and "A-1" Agriculture District zoning to the North, and "B-1" Neighborhood Business District zoning to the East, the city of Crystal Lake to the South, and "A-1" Agriculture District and "B-1" Neighborhood Business District to the West.***

The Applicant is requesting **a reclassification from *"B-1" Neighborhood Business District* to *"B-3" General Business District*.**

The officers of Prairie Enterprises LLC, the applicant, are: Jerry Lindley, Manager; Kyle Lindley, Manager; Nadine Lindley, shareholder; and Denise Lindley Martinez, shareholder. They presently can be reached at 9818 Fox Shore Drive, Algonquin, Illinois. The officers of Flowerwood Nursery LLC, owner of record, are: Kenneth Koehler, President; Sandra Koretos, Vice President; and Brett Siegmeier, Treasurer. Mr. Koehler presently can be reached at 320 Douglas Avenue, Crystal Lake, IL. Ms. Koretos presently can be reached at 506 W. Campbell St, Arlington Heights, IL. Mr. Siegmeier presently can be reached at 6802 Rhode Island Trl, Crystal Lake, IL.

A hearing on this Petition will be held on the 28th day of March 2024 at 1:30 P.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 27TH DAY OF FEBRUARY 2024.

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

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

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

Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: March 19, 2024

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Request: Simplified Residential Zoning Variations from the maximum height of 18 feet for an accessory structure to allow 21 feet, a variation of three (3) feet, from the limit of a dormer at 20% of the length of the side a maximum of 6 feet 4 inches to allow 24 feet on two elevations, a variation of 17 feet 6 inches per elevation, from the required rear yard setback of 20 feet to allow five (5) feet, a variation of 15 feet.

Miles Diamond, petitioner
142 Edgewood Avenue

PZC Recommendation: To deny the request for the variations

Staff Contact: Elizabeth Maxwell, City Planner
Katie Rivard, Assistant City Planner

Background:

- Request: The petitioner is requesting to construct a new detached garage.
- Zoning: The site is zoned R-2 Single Family and will be used as a single-family home.
- Land Use: The land use map shows the area as Urban Residential. This land use designation is appropriate for this use.
- The proposed garage is 832 square feet, any accessory structure over 600 square feet must meet the principal structure setbacks. The R-2 zoning district requires a minimum rear yard setback of 20 feet. The proposed rear yard setback is five (5) feet.
- Structures under 600 square feet are required to be five (5) feet off the property line. Staff is recommending a condition that the structure be moved to at least five (5) feet from the rear property line, which is the requirement for smaller structures. This would provide an additional buffer from the neighboring residence behind and more room for maintenance on that side. **At the PZC hearing, the petitioner has agreed to move the detached garage five (5) off the rear property line. The site plan has been revised to show a five (5) foot setback.**

- The height of the garage is 21 feet, which exceeds the maximum allowable 18 feet for accessory structures. This is a variation of three (3) feet.
- Accessory structures are limited to a single dormer per side elevation, which can be no wider than 20% of the length of each side elevation. The garage would have two (2) dormers, one (1) on the east elevation (front) and one (1) the west elevation (rear). The maximum permitted length per elevation is 6 feet 4 inches. The petitioner is proposing each dormer at 24 feet in width (67%), which is a variation of 17 feet 6 inches per elevation.
- Recently the UDO was amended to allow accessory structures to be 18 feet in height and 1 ½ stories. This was in line with recent variation approvals with the goal to reduce the number of dormer requests. It provided more space in the upper portion to eliminate the need for dormer variations. To reduce the impact on the neighboring property behind, staff is recommending a condition that the height be reduced to 18 feet and no dormer be on the west elevation.
- **Following the PZC hearing, the petitioner submitted a list of addresses with photos of detached garages near the subject property. Also, attached to the Acknowledgement Form is responses from the Petitioner to Conditions #3 and #4.**

PZC Highlights:

The following discussion took place during the Planning and Zoning Commission hearing:

- The petitioner explained that his lot is narrow and non-conforming. Due to a high water table and being located in the watershed, he cannot have a basement in his house. Therefore, he would like to have extra storage space in the garage.
- The petitioner agreed to staff's recommended conditions to remove the west dormer and move the garage five (5) feet off the property line. The petitioner indicated he could potentially remove a one (1) foot high knee wall to bring the height to 20 feet.
- A resident expressed concerns that the petitioner was seeking to do too much on a small lot. They were concerned with setting a precedent on this street as many homes are on multiple parcels. They stated the hardship would be on them and the other neighbors. Another residents expressed concerns with construction traffic.
- The PZC found the petitioner created the hardships and did not support the request.
- The PZC found the petition did not meet the Findings of Fact.

The Planning and Zoning Commission recommended **denial (4-0)** of the petitioner's request.

If the City Council choses to approve the request the following conditions are recommended:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
    A. Application (Miles Diamond, received 02/06/2024)
    B. Site Plan (A. Schmitt Engineering, dated 07/07/2023, last revised on 12/14/2023, received 02/06/2024)
    C. Application Plans (Diamond, 04/2023, received 02/06/2024)

2. The detached garage must match the existing exterior house in material, color, and style of roof.

3. ~~The garage shall be setback a minimum of five (5) feet from the west (rear) property line.~~ **OK – the petitioner agreed to move the detached garage five (5) feet from the rear property line.**

4. There shall be no dormer on the west elevation.

5. The height of the garage shall be reduced to 18 feet.

6. The petitioner shall record a Rider on the property that the garage shall not be used for residential purposes.

7. The petitioners shall address all of the review comments and requirements of the Community Development and Public Works and Engineering Departments.

Votes Required to Pass: A super majority vote (5 votes)

Acknowledgement Form

Regarding the Simplified Residential Zoning Variations from the maximum height of 18 feet for an accessory structure to allow 21 feet, a variation of 3 feet, from the limit of a dormer at 20% of the length of the side a maximum of 6 feet 4 inches to allow 24 feet on two elevations, a variation of 17 feet 6 inches per elevation, from the required rear yard setback of 20 feet to allow 3 feet, a variation of 17 feet, to allow a detached garage at 142 Edgewood Avenue. Please check one of the choices and sign below.

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

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

see attached

Petitioner's Name: _____ Date: 3-12-2024
Signature

Recommended Conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Miles Diamond, received 02/06/2024)
   B. Site Plan (A. Schmitt Engineering, dated 07/07/2023, last revised on 12/14/2023, received 02/06/2024)
   C. Application Plans (Diamond, 04/2023, received 02/06/2024)

2. The detached garage must match the existing exterior house in material, color, and style of roof.

3. The garage shall be setback a minimum of five feet from the west (rear) property line.

4. There shall be no dormer on the west elevation,

5. The height of the garage shall be reduced to 18 feet.

6. The petitioner shall record a Rider on the property that the garage shall not be used for residential purposes.

7. The petitioners shall address all of the review comments and requirements of the Community Development and Public Works and Engineering Departments.

142 Edgewood Ave response to Conditions #3 and #4

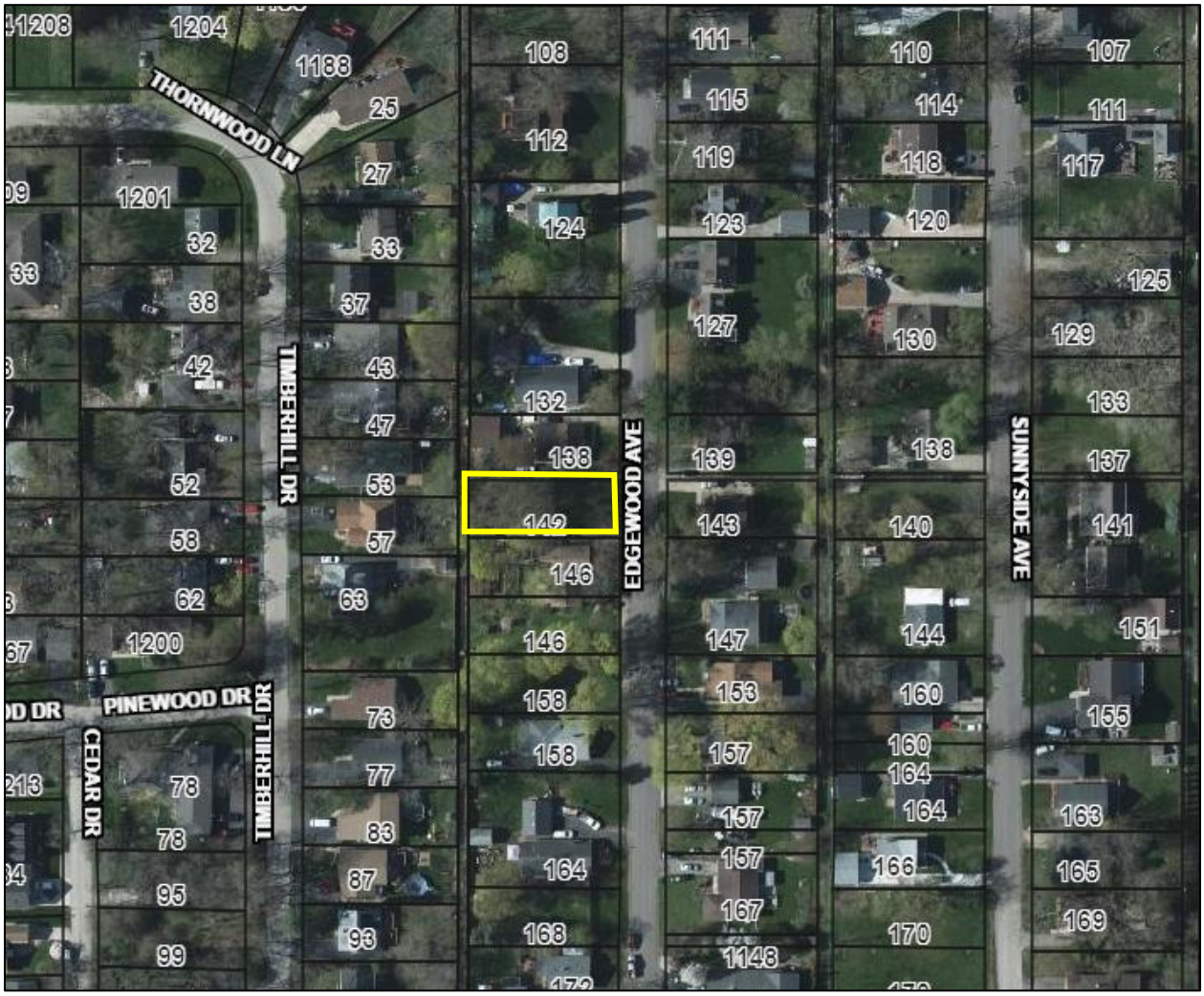
The dormer on the west elevation of the garage is critical to make the house and garage match. It also allows for equal storage, as that is what the main purpose will be. My proposed house will not have a basement due to a high water table near the lake. I'm a carpenter that has worked on many new homes, additions, and remodels in Crystal lake. The goal is always to make a project architecturally pleasing and blend with the surrounding area. The north shore has now started to experience change, with more new houses, it's coming around. A symmetrical roof will make it more economical to build and not look out of place compared to the rest of the roof lines.

I submitted a number of pictures of garages in crystal lake. Those are all located near 142 Edgewood ave. They all exceed 18 ft. This Garage will have an 8 ft door. As stated before I'm a local carpenter and my 2015 Ford F350 has a height of 7 ft 4 inches. Minimum door height will have to be 8ft. This proposed garage will have a height of 20 ft 10 inches. That's the average for the list of detached garages I submitted. Given the style of house/garage I've drawn,the height of 20 ft 10 inches makes everything look proportional. It gives enough clearance for a vehicle and head room in the storage area.

Thank You

Miles Diamond
[redacted]
222 Dole Ave
Crystal Lake IL

PIQ Map
142 Edgewater Drive



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING SIMPLIFIED RESIDENTIAL ZONING VARIATIONS FROM THE MAXIMUM HEIGHT OF 18 FEET TO ALLOW 21 FEET, A VARIATION OF THREE (3) FEET, FROM THE LIMIT OF A DORMER AT 20% OF THE LENGTH OF THE SIDE A MAXIMUM OF 6 FEET 4 INCHES TO ALLOW 24 FEET ON TWO ELEVATIONS, A VARIATION OF 17 FEET 6 INCHES PER ELEVATION, FROM THE REQUIRED REAR YARD SETBACK OF 20 FEET TO ALLOW FIVE (5) FEET, A VARIATON OF 15 FEET TO ALLOW A DETACHED GARAGE AT 142 EDGEWOOD AVENUE

Draft

WHEREAS, pursuant to the terms of a Petition (File #PLN-2024-20) before the Crystal Lake Planning and Zoning Commission, the Petitioners have requested Variations from the maximum height of 18 feet to allow 21 feet, a variation of three (3) feet, from the limit of a dormer at 20% of the length of the side a maximum of 6 feet 4 inches to allow 24 feet on two elevations, a variation of 17 feet 6 inches per elevation, from the required rear yard setback of 20 feet to allow three (5) feet, a variation of 15 feet for a detached garage at 142 Edgewood Avenue; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on February 17, 2024 in the Northwest Herald, held a public hearing at 7:00 p.m., on March 6, 2024 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Variations; and

WHEREAS, on March 6, 2024, the Planning and Zoning Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as required by law and recommended to the Mayor and City Council of the City of Crystal Lake that the proposed Variations be denied, as documented in the minutes, and

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

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

Section I: That Variations from the maximum height of 18 feet to allow 21 feet, a variation of three (3) feet, from the limit of a dormer at 20% of the length of the side a maximum of 6 feet 4 inches to allow 24 feet on two elevations, a variation of 17 feet 6 inches per elevation, from the required rear yard setback of 20 feet to allow five (5) feet, a variation of 15 feet for a detached garage at 142 Edgewood Avenue (14-32-456-008), Crystal Lake, Illinois is hereby approved.

Section II: Said Variations are issued with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Miles Diamond, received 02/06/2024)
   B. Site Plan (A. Schmitt Engineering, dated 07/07/2023, last revised on 12/14/2023, received 02/06/2024)
   C. Application Plans (Diamond, 04/2023, received 02/06/2024)

2. The detached garage must match the existing exterior house in material, color, and style of roof.

3. There shall be no dormer on the west elevation.

4. The height of the garage shall be reduced to 18 feet.

5. The petitioner shall record a Rider on the property that the garage shall not be used for residential purposes.

6. The petitioners shall address all of the review comments and requirements of the Community Development and Public Works and Engineering Departments.

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

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

Draft

DATED at Crystal Lake, Illinois, this 19th day of March, 2024.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

Ord. No.
File No.

Nick Kachiroubas, CITY CLERK

Passed: March 19, 2024
Approved: March 19, 2024

Draft

#2024-00020
142 Edgewood Avenue – Variations
Project Review for Planning and Zoning Commission

Meeting Date: March 6, 2024

Request: Simplified Residential Variations from:

1. Article 3-200 to allow an accessory structure (detached garage) with a height of 21 feet; and,
2. Article 4-600 to allow dormer lengths of 17 feet 6 inches on two (2) elevations; and,
3. Article 4-600 to allow a rear yard setback of 3 feet.

Location: 142 Edgewood Avenue

Acreage: Approximately 6,500 square feet

Existing Zoning: R-2 Single Family

Surrounding Properties:

North:	R-2 Single Family
South:	R-2 Single Family
East:	R-2 Single Family
West:	R-2 Single Family

Staff Contact: Katie Rivard (815.356.3612)

Background:

- The property is a vacant lot. The petitioner has submitted a building permit for a new single-family home and detached garage.

Development Analysis:

General

- Request: The petitioner is requesting to construct a new detached garage.
- Zoning: The site is zoned R-2 Single Family and will be used as a single-family home.
- Land Use: The land use map shows the area as Urban Residential. This land use designation is appropriate for this use.

Request Overview

- The subject lot is existing non-conforming. The proposed single-family home meets the required bulk standards.

- The detached garage is 832 (26'x32') square feet. Any accessory structure over 600 square feet must meet the principal structure setbacks. The setbacks are as follows:
    - Front Yard: 21 feet – Meets (more than 50 feet).
    - Rear Yard: 20 feet –*Does not meet (3 feet) Variation required.*
    - Interior Side Yard: 4.9 feet – Meets (5 feet).
    - Combined Interior Side Yards: 12.6 feet – Meets (13 feet).
- The request is to have the garage only three feet off the rear property line, rather than the required 20 feet. Structures under 600 square feet are required to be five feet off the property line. Staff is recommending a condition that the structure be moved to at least five feet from the rear property line, which is the requirement for smaller structures. This would provide an additional buffer from the neighboring residence behind and more room for maintenance on that side.
- The height of the garage is 21 feet, which exceeds the maximum allowable 18 feet for accessory structures. This is a variation of three (3) feet.
- Accessory structures are limited to a single dormer per side elevation, which can be no wider than 20% of the length of each side elevation. The garage would have two (2) dormers, one (1) on the east elevation (front) and one (1) the west elevation (rear). The maximum permitted length per elevation is 6 feet 4 inches. The petitioner is proposing each dormer at 24 feet in width (67%), which is a variation of 17 feet 6 inches per elevation.
- Recently the UDO was amended to allow accessory structures to be 18 feet in height and 1 ½ stories. This was in line with recent variation approvals with the goal to reduce the number of dormer requests. It provided more space in the upper portion to eliminate the need for dormer variations. To reduce the impact on the neighboring property behind, staff is recommending a condition that the height be reduced to 18 feet and no dormer be on the west elevation.

Comprehensive Land Use Plan 2030 Vision Summary Review:

The Comprehensive Plan designates the subject property as Urban Residential, which allows for existing and future single-family residential uses. The following goal is applicable to this request:

Land Use - Residential

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

Findings of Fact:

ZONING ORDINANCE VARIATION

The petitioner is requesting the following variations from:

1. Article 3-200 to allow an accessory structure (detached garage) height of 21 feet, a variation of 3 feet, from the maximum 18 feet in height; and,
2. Article 4-600 from the maximum dormer length of 6 feet 4 inches (20% of the length of the side of the structure) to allow dormer lengths of 24 feet on the east and west elevations, a variation of 17.5 feet per elevation, which is 67% of the length per elevation; and,

3. Article 4-600 to allow a rear yard setback of 3 feet, a variation of 17 feet, from the minimum required 20 foot setback.

The Unified Development Ordinance lists specific standards for the review and approval of a variation. The granting of a variation rests upon the applicant proving practical difficulty or hardship caused by the Ordinance requirements as they relate to the property. To be considered a zoning hardship, the specific zoning requirements; setbacks, lot width and lot area must create a unique situation on this property. It is the responsibility of the petitioner to prove hardship at the Planning and Zoning Commission public hearing.

Standards

When evidence in a specific case shows conclusively that literal enforcement of any provision of this Ordinance would result in a practical difficulty or particular hardship because:

a. The plight of the property owner is due to unique circumstances, such as, unusual surroundings or conditions of the property involved, or by reason of exceptional narrowness, shallowness or shape of a zoning lot, or because of unique topography, or underground conditions.

☐ *Meets* ☒ *Does not meet*

b. Also, that the variation, if granted, will not alter the essential character of the locality.

☐ *Meets* ☒ *Does not meet*

For the purposes of supplementing the above standards, the Commission may take into consideration the extent to which the following facts favorable to the application have been established by the evidence presented at the public hearing:

a. That the conditions upon which the application for variation is based would not be applicable generally to other property within the same zoning classification;

☐ *Meets* ☒ *Does not meet*

b. That the alleged difficulty or hardship has not been created by any person presently having interest in the property;

☐ *Meets* ☒ *Does not meet*

c. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; or

☒ *Meets* ☐ *Does not meet*

d. That the proposed variation will not impair an adequate supply of light or air to adjacent property, will not unreasonably diminish or impair the property values of adjacent property, will not unreasonably increase congestion in the public streets, substantially increase the danger of fire or otherwise endanger public safety.

☒ *Meets* ☐ *Does not meet*

Where the evidence is not found to justify such conditions, that fact shall be reported to the City Council with a recommendation that the variation be denied.

Recommended Conditions:

If a motion to recommend approval of the petitioner's request is made, it should be with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Miles Diamond, received 02/06/2024)
   B. Site Plan (A. Schmitt Engineering, dated 07/07/2023, last revised on 12/14/2023, received 02/06/2024)
   C. Application Plans (Diamond, 04/2023, received 02/06/2024)

2. The detached garage must match the existing exterior house in material, color, and style of roof.

3. The garage shall be setback a minimum of five feet from the west (rear) property line.

4. There shall be no dormer on the west elevation,

5. The height of the garage shall be reduced to 18 feet.

6. The petitioner shall record a Rider on the property that the garage shall not be used for residential purposes.

7. The petitioners shall address all of the review comments and requirements of the Community Development and Public Works and Engineering Departments.

Application for Simplified Residential Variation

Application Number: _____	FOR OFFICE USE ONLY
Project Name: _____	
Date of Submission: _____	

I. Applicant

MILES DIAMOND

Name

Street

Crystal Lake IL 60014

City State Zip Code

Telephone Number Fax Number E-mail address

II. Owner of Property (if different)

Name

Address Telephone Number

III. Project Data

1. a. Location/Address: 142 Edgewood Ave Crystal Lake IL

   b. PIN #: 18-01-201-010-0030

2. Description of proposal/Reason for request (including how the standards for variation are met, any unique circumstance of the property, or particular hardship):

DESCRIBE THE UNIQUE CIRCUMSTANCES OF THE PROPERTY:

NARROW NON CONFORMING LOT, NARROW ROAD NO STREET PARKING, AREA CAN HAVE A HIGH WATTER table, WATER SHED RESTRICTIONS

IS THE HARDSHIP SELF-CREATED?

NO

RECEIVED
FEB 06 2024
By: .....

ARE THE CONDITIONS APPLICABLE TO OTHER PROPERTIES IN THE SAME ZONING CLASSIFICATION?

YES

WILL THE VARIATION ALTER THE ESSENTIAL CHARACTER OF THE LOCALITY?

NO

WILL THE VARIATION, IF GRANTED BE DETRIMENTAL TO PUBLIC WELFARE OR INJURIOUS TO OTHER PROPERTY?

NO

WILL THE VARIATION AS PROPOSED IMPAIR ADEQUATE SUPPLY OF LIGHT OR AIR TO ADJACENT PROPERTY; DIMINISH PROPERTY VALUE; INCREASE CONGESTION IN PUBLIC STREETS; SUSBTANTIALLY INCREASE THE DANGER OF FIRE; OT ENDANGER PUBLIC SAFETY?

NO

3. List any previous variations that are approved for this property: NONE

IV. Signatures

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.

12/11/23

OWNER: Print and Sign name Date

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

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, MARCH 6, 2024
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

The meeting was called to order by Mr. Gronow at 7:03 p.m.

CALL TO ORDER

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

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

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

APPROVE MINUTES OF THE JANUARY 24, 2024 SPECIAL PLANNING AND ZONING COMMISSION MEETING

Mr. Skluzacek moved to approve the minutes from the January 24, 2024 Special Planning and Zoning Commission meeting. Ms. Mason seconded the motion. On voice vote, all members voted aye. Motion passed.

APPROVE MINUTES OF THE FEBRUARY 7, 2024 PLANNING AND ZONING COMMISSION MEETING

Mr. Skluzacek moved to approve the minutes from the February 7, 2024 regular Planning and Zoning Commission meeting. Ms. Mason seconded the motion. Ms. Teetsov abstained. On voice vote, members Gronow, Mason and Skluzacek voted aye. Motion passed.

2024-20 – 142 EDGEWOOD – VARIATION – PUBLIC HEARING

Simplified Residential Zoning Variations from the maximum height of 18 feet for an accessory structure to allow 21 feet, a variation of 3 feet, from the limit of a dormer at 20% of the length of the side a maximum of 6 feet 4 inches to allow 24 feet on two elevations, a variation of 17 feet 6 inches per elevation, from the required rear yard setback of 20 feet to allow 3 feet, a variation of 17 feet.

Mr. Miles Diamond was present to represent the petition. Mr. Diamond explained he is building a new house and garage. The lot is narrow and non-conforming. The lot has a high water table and is located in the watershed; and, therefore he cannot have a basement. He needs extra space in the garage for storage.

Mr. Gronow turned the item over to staff.

Ms. Rivard spoke to the required variations for dormers, rear yard setback and height. She noted the UDO was recently amended to allow accessory structures to be 18 feet in height and 1.5 stories. This was to be

more in line with the recent variation approvals with the goal to reduce the number of dormer requests. Ms. Rivard noted staff's recommended conditions of approval.

Mr. Gronow opened the public hearing.

Mr. Don Peters, 146 Edgewood Avenue, stated he has lived on Edgewood Avenue for 40 years. His understanding was that this lot was unbuildable. He noted it is a very narrow lot. He is concerned with setting a precedent on this street as most homes are on multiple lots. He stated the hardship would be on the neighbors.

Mr. Oscar Sanchez, 138 Edgewood Avenue, expressed his concerns with the construction traffic with there being a lot of kids in the neighborhood.

There being no one else who wished to speak on this request, Mr. Gronow closed the public hearing.

Mr. Diamond noted he did a similar house on the lake. He noted the neighbor across the street has a 50-foot wide lot. He stated he will be orderly with the construction vehicles. He mentioned a 10-foot easement behind his property.

Mr. Gronow turned the item over to the Commission members for discussion.

Ms. Mason asked about the house plans. There was discussion on the size of the home. Mr. Diamond noted there is 1,000 finished square feet, and 700 unfinished square feet.

Ms. Mason expressed concern with the construction traffic. She asked about the timeline. Mr. Diamond responded that construction would take approximately one (1) year.

Ms. Teetsov asked if there was a history of water issues. Mr. Diamond responded there would be two (2) infiltration trenches. Ms. Teetsov spoke to the UDO change. She noted she was leaning towards staff's recommendation for a reduction in the height and increase in the rear yard setback.

Mr. Skluzacek asked if there was a fence at the rear. Mr. Diamond stated the neighbors have a fence. Mr. Skluzacek expressed concerns with the setback. Mr. Diamond referenced a 9-10 foot easement behind his property to the west.

There was discussion on the easement and its location.

Mr. Gronow spoke to the past variation requests and how the UDO was amended to avoid variations. He asked the petitioner how reducing the garage height to 18 feet would affect his plans. Mr. Diamond responded that it makes the garage squatty. Mr. Gronow asked how much rear yard is there with a 5-foot setback. Mr. Diamond responded 30-34 feet. Mr. Gronow asked how much if the garage was setback at 20 feet. Mr. Diamond responded 12-15 feet. He asked about the overhead doors on the rear of the garage. Mr. Diamond responded it was for his lawn mower. Mr. Gronow asked how he would stay on his property with only three (3) feet. Mr. Diamond stated he is agreeable to a 5-foot setback. He could also delete a one (1) foot knee wall and reduce the height to 20 feet, but he does not want to go any lower than 20 feet.

Mr. Gronow asked if he agreed to the conditions. Mr. Diamond stated he does not agree with Condition #4. The dormers matched the style of the house.

Ms. Teetsov explained the PZC's role. She noted that "style" does not mean exact match. You won't see the rear dormer. Mr. Diamond stated he needs the 20-foot height. Ms. Teetsov stated she believe the hardships are self-imposed and must be held to the UDO standards.

There was discussion on the motion.

Mr. Gronow stated the hardships are all self-imposed. He is not opposed to a five (5) foot setback.

Ms. Teetsov made a motion to deny the petition 2024-20 for Simplified Residential Zoning Variations from the maximum height of 18 feet for an accessory structure to allow 21 feet, a variation of 3 feet, from the limit of a dormer at 20% of the length of the side a maximum of 6 feet 4 inches to allow 24 feet on two elevations, a variation of 17 feet 6 inches per elevation, from the required rear yard setback of 20 feet to allow 3 feet, a variation of 17 feet to allow a detached garage

Mr. Skluzacek seconded the motion. On roll call, Members Gronow, Teetsov, Mason and Skluzacek voted yes.

2024-05 – RIDGEFIELD ROAD (13-23-400-005) – SOLAR FARM – COMPREHENSIVE LAND USE PLAN AMENDMENT, PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT, SPECIAL USE PERMIT – PUBLIC HEARING

Comprehensive Land Use Plan Amendment from Agriculture/Rural Residential to Industry, Preliminary and Final Planned Unit Development and Special Use Permit for a Solar Farm for the property off Ridgefield Road, north of Ridgefield, East of Route 14 and South of the Chicago and North Western Railroad line.

Mr. Kyle Barry, attorney for the petitioner, Gloria Foxman, Project Manager for TurningPoint, and Amy Henry, Project Manager with Kimley Horn, were present to represent the petition.

Ms. Foxman provided a background on TurningPoint. She spoke to their involvement in the community, and that they have had discussions with the Crystal Lake Food Pantry. She explained the meaning of community solar. One might imagine large solar farms, but this project is must smaller. She noted that customers can subscribe at a reduced rate. She showed a video of an existing TurningPoint solar project in an agricultural setting. She spoke to the project site, site plan, fencing and landscaping.

Mr. Barry asked Ms. Foxman about the area between the fence and road. Ms. Foxman responded the owner would like to continue to farm but may pursue a commercial development in the future. Mr. Barry asked if they could support farming or commercial. Ms. Foxman responded yes.

Ms. Foxman spoke to the benefits to the community, which include increased local jobs, electricity savings, reduced greenhouse gas emissions, increased grid resiliency, pollinator habitat and improved soil health and reduced erosion. She spoke to the planting plan. The array will be quiet and screened. There will be no water or sewage, and no long-term traffic. Ms. Foxman stated they agree to the conditions of

GENERAL NOTES:

1) SILT FENCE TO BE INSTALLED ALONG THE LIMITS OF GRADING AND NOT TO ENCROACH INTO THE FLOODPLAIN. SILT FENCE MUST BE INSTALLED BEFORE ANY OTHER WORK CAN COMMENCE.
2) INFILTRATION TRENCHES: CUT 9" INTO GRADE SO TOP OF INFILTRATION TRENCH IS AT ELEVATION SHOWN; THEN CONSTRUCT INFILTRATION TRENCH PER ATTACHED DETAIL; INFILTRATION TRENCH AREA TO BE LEFT UNDISTURBED DURING HOUSE CONSTRUCTION. THIS SHALL NOT TO BE INSTALLED UNTIL FINAL GRADING AROUND HOUSE. IF TRENCH DRAIN IS CONSTRUCTED AT BEGINNING; IT SHALL BE PROTECTED FROM OTHER SITE CONSTRUCTION USING SILT OR CONSTRUCTION FENCE.
3) CONTRACTOR TO VERIFY DEPTH OF WATER SERVICE. WATER SERVICE SIZE IS 1 ¼"
4) DOWNSPOUTS ARE REQUIRED TO DISCHARGE AWAY FROM THE HOUSE FOUNDATION OR BE BURIED. BURIED DOWN SPOUT EXTENSIONS ARE REQUIRED TO BE SET A MINIMUM OF 5-FEET WITHIN THE PROPERTY BOUNDARIES. ANY BURIED DOWNSPOUT OR SUMP DISCHARGE THAT UTILIZES A POP UP DRAIN WILL NOT HAVE THE POP UP DRAIN EXTEND MORE THAN 50% OF THE DISTANCE FROM THE HOUSE TO THE PROPERTY LINE. DOWNSPOUTS ON THE EAST SIDE OF THE HOME SHALL BE TIED INTO THE PROPOSED 6" ADS STORM PIPE. CONTRACTOR TO V.I.F DOWNSPOUT LOCATIONS.
5) EXISTING ASPHALT/CONCRETE THAT IS TO BE TAKEN OUT IS TO BE REMOVED FROM THE SITE AND DISPOSED OF PROPERLY
6) DO NOT STORE, STAGE, OR DUMP MATERIALS INTO THE STREET OR RIGHT-OF-WAY
7) DO NOT TRACK DEBRIS ONTO ROADWAY. IF DEBRIS IS TRACKED ONTO ROADWAY IT MUST BE CLEANED UP IMMEDIATELY
8) SAW CUT BUTT JOINT AT THE STREET AND LEAVE IN PLACE UNTIL READY FOR PAVING
9) REMOVE BLACK DIRT IN AREA OF NEW DRIVEWAY
10) SOIL STOCKPILES CAN NOT BE LOCATED IN THE FLOODPLAIN

INSPECTION SCHEDULE:

1) SILT FENCE INSPECTION BEFORE ANY WORK BEGINS
2) THE BASE MATERIAL MUST BE INSPECTED BEFORE PAVING
3) INFILTRATION TRENCH WHEN IT IS DUG DOWN 1 FOOT INTO THE GRAVEL LAYER
4) INFILTRATION TRENCH WHEN THE CHAMBERS ARE INSTALLED (INCLUDING ANY DOWNSPOUT, SUMP PUMP, OR VERTICAL RISER CONNECTION TO THE TRENCH) AND THE FABRIC IS LINING THE TRENCH
5) THE TRENCH ONCE THE WASHED STONE IS INSTALLED AND FABRIC IS COVERING THE STONE
6) WHEN ALL WORK IS COMPLETED FOR FINAL INSPECTION. NEED TO HAVE AS-BUILT GRADING PLAN BEFORE THIS INSPECTION

SITE DRAINAGE INFORMATION:

1) THERE IS APPROXIMATELY 5,900 S.F OF OFFSITE AREA DRAINING ONTO THE PROJECT SITE. THERE IS A DRAINAGE RIDGE IS THE SOUTH SIDE OF THE NORTHERN PROPERTY AND A QUARTER OF THE WEST PROPERTY DIRECTS WATER TO THE PROPERTY. NO OTHER AREAS ARE DISCHARGING TO THE SITE. THE RUNOFF FROM THE ROAD CONTINUES SOUTH AWAY FROM THE PROPERTY. THE SITE IS MOSTLY FLAT SO A MINIMUM SLOPE PERCENTAGE OF 0.50% WAS MAINTAINED AROUND THE BUILDINGS TO KEEP RUNOFF ON THE SITE.

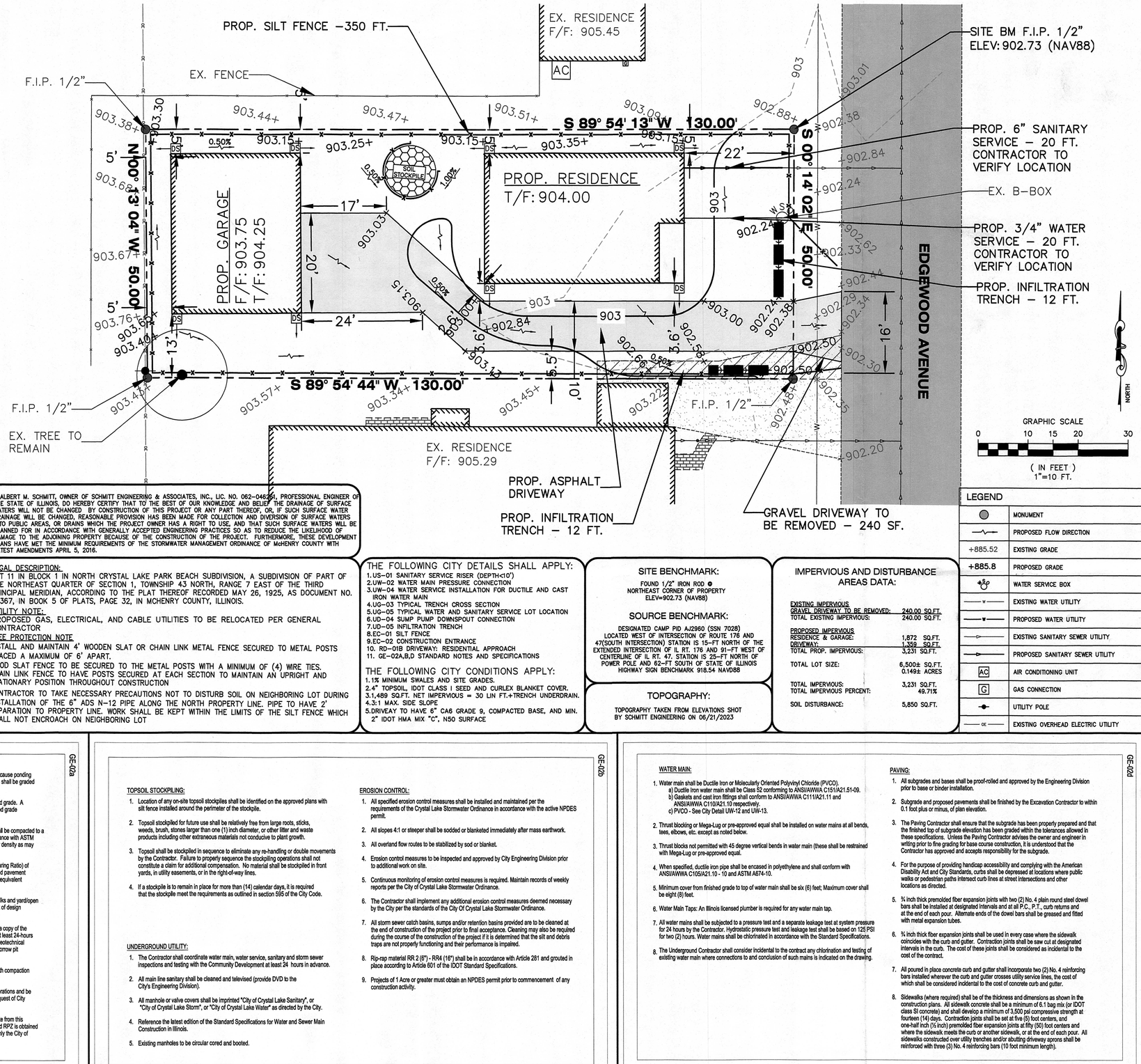
CONTRACTORS NOTES:

1. CONTRACTOR TO VERIFY IN FIELD LOCATION OF SANITARY STUB
2. CONTRACTOR TO VERIFY QUALITY OF SANITARY SERVICE
3. CONNECT TO EXISTING SANITARY STUB, CONNECTION SHALL BE CLEANED AND EXISTING SERVICE TO BE TELEVISED TO MAIN TO DETERMINE IF ACCEPTABLE.
4. CONTRACTOR TO INSTALL INLET FILTERS ON ALL EXISTING AND PROPOSED STORM STRUCTURES ON OR IN THE NEARBY VICINITY OF THE SITE
5. ROOF DRAINS FOR THE PROPOSED STRUCTURE MUST BE TIED INTO THE PROPOSED INFILTRATION TRENCHES AS DIRECTED BY THE CITY
6. ANY DEWATERING ACTIVITIES WILL BE REQUIRED TO PASS THROUGH A SILT BAG BEFORE WATER IS DISCHARGED INTO THE LAKE. WATER SHALL NOT BE DIRECTLY DISCHARGED INTO THE LAKE
7. IF CONCRETE IS TO BE POURED ONSITE, A TEMPORARY CONCRETE WASHOUT MUST BE USED
8. THE CLSO APPENDIX 2 STANDARD SOIL EROSION AND SEDIMENT CONTROL NOTES GOVERN THIS PLAN
9. THE CLSO APPENDIX 3 STANDARD DRAIN TILE NOTES GOVERN THIS PLAN
10. SOIL IS TO BE STOCKPILED ONSITE
11. INFILTRATION TRENCHES NORTH OF HOUSE TO CONNECT WITH 4" SCH-40 PIPE AT LOWEST POSSIBLE INVERT OF THE INFILTRATOR MULTIPORT ENDCAP OR EQUIVALENT
12. THE CITY HAS REQUESTED THAT THE CIVIL ENGINEER OR LAND SURVEYOR STAKE OUT ALL SIDE YARD SWALES & DRAINAGE FEATURES

STABILIZATION TYPE	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
PERMANENT SEEDING			A,B,C, D			*	*					
SODDING				C**								
TEMPORARY SEEDING			E									
DORMANT SEEDING	USE SEED BLANKETS									USE SEED BLANKETS		

STANDARD LAWN MIXTURE
A (1) KENTUCKY BLUEGRASS 50 LBS/ACRE MIXED WITH PERENNIAL RYEGRASS 30 LBS/ACRE AND CREEPING RED FESCUE 20LBS/ACRE
SALT TOLERANT MIXTURE B
(1A) BLUE GRASS 30 LBS/ACRE PERENNIAL RYEGRASS 10 LBS/ACRE DAWSONS RED FESCUE 10 LBS ACRE SCALDIS HARD FESCUE 10 LBS/ACRE FULTS SALT GRASS 30 LBS/ACRE
LOW PROFILE NATIVE GRASS MIXTURE
C ANDROPOGON SCOPARIUS (LITTLE BLUE STEM) 5 LBS/ACRE
BOUTELOVA CURTIPENDULA (SIDE OATS GRAMA) 5 LBS/ACRE
ELYMUS CANADENENSIS (WLD RYE) 1 LBS/ACRE SPOROBOLUS HETEROLEPSIS (PRAIRIE DROPSEED) 0.5 LBS/ACRE ANNUAL RYE GRASS 25 LBS/ACRE OATS, SPRING 25 LBS/ACRE PERENNIAL RYE GRASS 15 LBS/ACRE

WETLAND GRASS AND SEDGE MIXTURE.
D (48) ANNUAL RYE GRASS 25 LBS/ACRE OATS, SPRING 25 LBS/ACRE
E CEREAL RYE 90 LBS/ACRE, OR WHEAT 90 LBS/ACRE, OR PERENNIAL RYEGRASS 25 LBS/ACRE
G SOD
* IRRIGATION NEEDED DURING JUNE AND JULY
** IRRIGATION NEEDED FOR 2 TO 3 WEEKS AFTER APPLYING SOD.
( ) IDOT STANDARD



I, ALBERT M. SCHMITT, OWNER OF SCHMITT ENGINEERING & ASSOCIATES, INC., LIC. NO. 062-046281, PROFESSIONAL ENGINEER OF THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY CONSTRUCTION OF THIS PROJECT OR ANY PART THEREOF, OR, IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE PROJECT OWNER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE PROJECT. FURTHERMORE, THESE DEVELOPMENT PLANS HAVE MET THE MINIMUM REQUIREMENTS OF THE STORMWATER MANAGEMENT ORDINANCE OF McHENRY COUNTY WITH LATEST AMENDMENTS APRIL 5, 2016.

LEGAL DESCRIPTION:
LOT 11 IN BLOCK 1 IN NORTH CRYSTAL LAKE PARK BEACH SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 26, 1925, AS DOCUMENT NO. 68367, IN BOOK 5 OF PLATS, PAGE 32, IN MCHENRY COUNTY, ILLINOIS.

UTILITY NOTE:
PROPOSED GAS, ELECTRICAL, AND CABLE UTILITIES TO BE RELOCATED PER GENERAL CONTRACTOR

TREE PROTECTION NOTE
INSTALL AND MAINTAIN 4' WOODEN SLAT OR CHAIN LINK METAL FENCE SECURED TO METAL POSTS SPACED A MAXIMUM OF 6' APART.
WOOD SLAT FENCE TO BE SECURED TO THE METAL POSTS WITH A MINIMUM OF (4) WIRE TIES.
CHAIN LINK FENCE TO HAVE POSTS SECURED AT EACH SECTION TO MAINTAIN AN UPRIGHT AND STATIONARY POSITION THROUGHOUT CONSTRUCTION
CONTRACTOR TO TAKE NECESSARY PRECAUTIONS NOT TO DISTURB SOIL ON NEIGHBORING LOT DURING INSTALLATION OF THE 6" ADS N-12 PIPE ALONG THE NORTH PROPERTY LINE. PIPE TO HAVE 2' SEPARATION TO PROPERTY LINE. WORK SHALL BE KEPT WITHIN THE LIMITS OF THE SILT FENCE WHICH SHALL NOT ENCROACH ON NEIGHBORING LOT

THE FOLLOWING CITY DETAILS SHALL APPLY:
1.US-01 SANITARY SERVICE RISER (DEPTH<10')
2.UW-02 WATER MAIN PRESSURE CONNECTION
3.UW-04 WATER SERVICE INSTALLATION FOR DUCTILE AND CAST IRON WATER MAIN
4.UG-03 TYPICAL TRENCH CROSS SECTION
5.UG-05 TYPICAL WATER AND SANITARY SERVICE LOT LOCATION
6.UD-04 SUMP PUMP DOWNSPOUT CONNECTION
7.UD-05 INFILTRATION TRENCH
8.EC-01 SILT FENCE
9.EC-02 CONSTRUCTION ENTRANCE
10. RD-018 DRIVEWAY: RESIDENTIAL APPROACH
11. GE-02A,B,D STANDARD NOTES AND SPECIFICATIONS

THE FOLLOWING CITY CONDITIONS APPLY:
1.1% MINIMUM SWALES AND SITE GRADES.
2.4" TOPSOIL, IDOT CLASS I SEED AND CURLEX BLANKET COVER.
3.1,489 SQ.FT. NET IMPERVIOUS = 30 LIN FT.+TRENCH UNDERDRAIN.
4.3:1 MAX. SIDE SLOPE
5.DRIVEWAY TO HAVE 6" CA6 GRADE 9, COMPACTED BASE, AND MIN. 2" IDOT HMA MIX "C", N50 SURFACE

SITE BENCHMARK:
FOUND 1/2" IRON ROD ⊙
NORTHEAST CORNER OF PROPERTY
ELEV=902.73 (NAV88)

SOURCE BENCHMARK:
DESIGNATED CAMP PID AJ2960 (SSN 7028)
LOCATED WEST OF INTERSECTION OF ROUTE 176 AND 47(SOUTH INTERSECTION) STATION IS 15-FT NORTH OF THE EXTENDED INTERSECTION OF IL RT. 176 AND 91-FT WEST OF CENTERLINE OF IL RT. 47. STATION IS 25-FT NORTH OF POWER POLE AND 62-FT SOUTH OF STATE OF ILLINOIS HIGHWAY SIGN BENCHMARK 918.54 NAVD88

TOPOGRAPHY:
TOPOGRAPHY TAKEN FROM ELEVATIONS SHOT BY SCHMITT ENGINEERING ON 06/21/2023

IMPERVIOUS AND DISTURBANCE AREAS DATA:

EXISTING IMPERVIOUS	
GRAVEL DRIVEWAY TO BE REMOVED:	240.00 SQ.FT.
TOTAL EXISTING IMPERVIOUS:	240.00 SQ.FT.
PROPOSED IMPERVIOUS	
RESIDENCE & GARAGE:	1,872 SQ.FT.
DRIVEWAY:	1,359 SQ.FT.
TOTAL PROP. IMPERVIOUS:	3,231 SQ.FT.
TOTAL LOT SIZE:	6,500± SQ.FT. 0.149± ACRES
TOTAL IMPERVIOUS:	3,231 SQ.FT.
TOTAL IMPERVIOUS PERCENT:	49.71%
SOIL DISTURBANCE:	5,850 SQ.FT.

LEGEND

⊙	MONUMENT
~~→	PROPOSED FLOW DIRECTION
+885.52	EXISTING GRADE
+885.8	PROPOSED GRADE
W	WATER SERVICE BOX
W	EXISTING WATER UTILITY
W	PROPOSED WATER UTILITY
S	EXISTING SANITARY SEWER UTILITY
S	PROPOSED SANITARY SEWER UTILITY
AC	AIR CONDITIONING UNIT
G	GAS CONNECTION
	UTILITY POLE
OE	EXISTING OVERHEAD ELECTRIC UTILITY

PLANS PREPARED FOR:
MILES DIAMOND
222 DOLE AVENUE
CRYSTAL LAKE, IL 60014
PHONE: (847) 767-2043
EMAIL: MILESJDIAMOND1996@GMAIL.COM

REVISIONS

10/19/2023	IMPERVIOUS REVISION
12/14/2023	IMPERVIOUS REVISION
03/12/2024	CITY COMMENTS - 03/04/2024

Permit Number HEALTH
-
Permit Number PLANNING
-

ALBERT M. SCHMITT 062-046281 REGISTERED PROFESSIONAL ENGINEER STATE OF ILLINOIS
EXPIRES: 11-30-2025

NEW CONSTRUCTION
142 EDGEWOOD AVENUE
CRYSTAL LAKE, IL 60014
P.I.N. NO.: 18-01-201-012

SCHMITT ENGINEERING
215 West Cary Street, Woodstock, Illinois 60098
Phone: (815) 337-7810
www.dischmittengineering.com

GE-02a

GENERAL SITE-WORK:

1. Pre-Construction meeting shall be conducted with City Staff and all Contractors prior to commencing any grading or underground utility construction activities (schedule meeting with the Community Development Department at 815-356-3605).
2. 24-hour Emergency contact numbers shall be provided to City Staff at the Pre-Construction meeting.
3. Working hours shall be limited to the hours of 7:00 a.m. and 7:00 p.m. on weekdays only (except in cases of emergency). Non-emergency work on weekends or holidays is not permitted per City Code except under written permission from the City Engineer. The owner is responsible for the City Inspector cost of overtime inspection beyond the normal eight (8) hour day, including weekends and holidays.
4. Public/private streets shall be kept free of dirt and debris with regular cleaning, sweeping, and scraping conducted by the Contractor. Junk and debris shall not be allowed to accumulate, blow, or scatter onto streets or adjacent properties.
5. J.U.L.I.E. shall be contacted for utility locations on-site and in the adjacent rights-of-way.
6. Contractor shall provide and maintain fencing, barricades, traffic control signs, and other safeguarding measures during the course of all work to protect the public from the construction operations.
7. Maintain access to adjacent streets during construction. No closing of streets unless approval is first obtained from the agency with jurisdiction (City of Crystal Lake, McHenry County Department of Transportation, Illinois Department of Transportation, etc).
8. Any damage to public right-of-way, public utilities, streets, curb, etc. shall be repaired/replaced as soon as possible and as directed by the City Engineer.
9. The contractor shall give the City of Crystal Lake, Illinois Department of Transportation, and any other governmental agency having jurisdiction, at least two (2) working days notice excluding Saturday and Sunday prior to the initiation of any phase of construction. Contractor shall immediately notify if construction has ceased and renew the two (2) working day notification thereafter.
10. The Contractor shall be responsible for obtaining all required permits for construction prior to commencement along or across existing streets or highways. The Contractor shall make arrangements for the proper bracing, shoring and other protection of all roadways before construction begins.

GRADING:

1. The grading and construction of the site improvements shall not cause ponding of storm sewer water. All areas adjacent to these improvements shall be graded to allow positive drainage.
2. The proposed grading elevations shown on the plans are finished grade. A minimum of six (6) inches of topsoil is to be placed before finished grade elevations are achieved.
3. Embankment material within parkway and open space areas shall be compacted to a minimum of ninety percent (90%) of maximum density in accordance with ASTM Specification D-1557 (modified proctor method), or to such other density as may be determined appropriate by the soils engineer.
4. All subgrade material shall have a minimum CBR (California Bearing Ratio) of 3.0 as determined by the soils engineer, or base replacement and pavement design revisions shall be provided which are adequate to obtain equivalent pavement strength.
5. Proposed pavement areas, building pads, driveways and sidewalks and yard/open space areas shall be excavated or filled to plus or minus 0.1 foot of design subgrade elevations by the Contractor.
6. Any borrow pit locations shall be identified by the Contractor on a copy of the approved site plans and forwarded to the Engineering Division at least 24-hours prior to excavation. Provide backfill compaction reports from a geotechnical engineer and as-built plans to the Engineering Division for any borrow pit area.
7. Backfill shall be monitored by a geotechnical engineer on-site with compaction reports forwarded to the Engineering Division for review.
8. Water truck shall be on-site at all times during mass-grading operations and be available as needed for the purposes of dust control or at the request of City Staff.
9. Use of City fire hydrants is not allowed unless approved (separate from this permit) by the Public Works Department and a hydrant meter and RPZ is obtained from the City of Crystal Lake Water Division (815-356-3614). Only the City of Crystal Lake Water Division may operate valves and hydrants.

Revised:	Drawing Name	Drawing Number	
1. 06/12/2015	STANDARD NOTES AND SPECIFICATIONS	GE-02a	City of Crystal Lake Illinois
2.		Date: 01/30/15	
3.		Drawn DD Checked AW	
4.			

L:\ENGINEERING AND BUILDING\ENGINEERING DETAILS AND STANDARDS\

GE-02b

TOPSOIL STOCKPILING:

1. Location of any on-site topsoil stockpiles shall be identified on the approved plans with silt fence installed around the perimeter of the stockpile.
2. Topsoil stockpiled for future use shall be relatively free from large roots, sticks, weeds, brush, stones larger than one (1) inch diameter, or other litter and waste products including other extraneous materials not conducive to plant growth.
3. Topsoil shall be stockpiled in sequence to eliminate any re-handling or double movements by the Contractor. Failure to properly sequence the stockpiling operations shall not constitute a claim for additional compensation. No material shall be stockpiled in front yards, in utility easements, or in the right-of-way lines.
4. If a stockpile is to remain in place for more than (14) calendar days, it is required that the stockpile meet the requirements as outlined in section 595 of the City Code.

UNDERGROUND UTILITY:

1. The Contractor shall coordinate water main, water service, sanitary and storm sewer inspections and testing with the Community Development at least 24 hours in advance.
2. All main line sanitary shall be cleaned and televised (provide DVD to the City's Engineering Division).
3. All manhole or valve covers shall be imprinted "City of Crystal Lake Sanitary", or "City of Crystal Lake Storm", or "City of Crystal Lake Water" as directed by the City.
4. Reference the latest edition of the Standard Specifications for Water and Sewer Main Construction in Illinois.
5. Existing manholes to be circular cored and booted.

EROSION CONTROL:

1. All specified erosion control measures shall be installed and maintained per the requirements of the Crystal Lake Stormwater Ordinance in accordance with the active NPDES permit.
2. All slopes 4:1 or steeper shall be sodded or blanketed immediately after mass earthwork.
3. All overland flow routes to be stabilized by sod or blanket.
4. Erosion control measures to be inspected and approved by City Engineering Division prior to additional work on site.
5. Continuous monitoring of erosion control measures is required. Maintain records of weekly reports per the City of Crystal Lake Stormwater Ordinance.
6. The Contractor shall implement any additional erosion control measures deemed necessary by the City per the standards of the City Of Crystal Lake Stormwater Ordinance.
7. All storm sewer catch basins, sumps and/or retention basins provided are to be cleaned at the end of construction of the project prior to final acceptance. Cleaning may also be required during the course of the construction of the project if it is determined that the silt and debris traps are not properly functioning and their performance is impaired.
8. Rip-rap material RR 2 (6") - RR4 (16") shall be in accordance with Article 281 and grouted in place according to Article 601 of the IDOT Standard Specifications.
9. Projects of 1 Acre or greater must obtain an NPDES permit prior to commencement of any construction activity.

Revised:	Drawing Name	Drawing Number	
1. 06/12/2015	STANDARD NOTES AND SPECIFICATIONS	GE-02b	City of Crystal Lake Illinois
2.		Date: 01/30/15	
3.		Drawn DD Checked AW	
4.			

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GE-02d

WATER MAIN:

1. Water main shall be Ductile Iron or Molecularly Oriented Polyvinyl Chloride (PVCO).
   a) Ductile Iron water main shall be Class 52 conforming to ANSI/AWWA C151/A21.51-09.
   b) Gaskets and cast iron fittings shall conform to ANSI/AWWA C111/A21.11 and ANSI/AWWA C110/A21.10 respectively.
   c) PVCO - See City Detail UW-12 and UW-13.
2. Thrust blocking or Mega-Lug or pre-approved equal shall be installed on water mains at all bends, tees, elbows, etc. except as noted below.
3. Thrust blocks not permitted with 45 degree vertical bends in water main (these shall be restrained with Mega-Lug or pre-approved equal.
4. When specified, ductile iron pipe shall be encased in polyethylene and shall conform with ANSI/AWWA C105/A21.10 - 10 and ASTM A674-10.
5. Minimum cover from finished grade to top of water main shall be six (6) feet; Maximum cover shall be eight (8) feet.
6. Water Main Taps: An Illinois licensed plumber is required for any water main tap.
7. All water mains shall be subjected to a pressure test and a separate leakage test at system pressure for 24 hours by the Contractor. Hydrostatic pressure test and leakage test shall be based on 125 PSI for two (2) hours. Water mains shall be chlorinated in accordance with the Standard Specifications.
8. The Underground Contractor shall consider incidental to the contract any chlorination and testing of existing water main where connections to and conclusion of such mains is indicated on the drawing.

PAVING:

1. All subgrades and bases shall be proof-rolled and approved by the Engineering Division prior to base or binder installation.
2. Subgrade and proposed pavements shall be finished by the Excavation Contractor to within 0.1 foot plus or minus, of plan elevation.
3. The Paving Contractor shall ensure that the subgrade has been properly prepared and that the finished top of subgrade elevation has been graded within the tolerances allowed in these specifications. Unless the Paving Contractor advises the owner and engineer in writing prior to fine grading for base course construction, it is understood that the Contractor has approved and accepts responsibility for the subgrade.
4. For the purpose of providing handicap accessibility and complying with the American Disability Act and City Standards, curbs shall be depressed at locations where public walks or pedestrian paths intersect curb lines at street intersections and other locations as directed.
5. ¾ inch thick premolded fiber expansion joints with two (2) No. 4 plain round steel dowel bars shall be installed at designated intervals and at all P.C., P.T., curb returns and at the end of each pour. Alternate ends of the dowel bars shall be greased and fitted with metal expansion tubes.
6. ¾ inch thick fiber expansion joints shall be used in every case where the sidewalk coincides with the curb and gutter. Contraction joints shall be saw cut at designated intervals in the curb. The cost of these joints shall be considered as incidental to the cost of the contract.
7. All poured in place concrete curb and gutter shall incorporate two (2) No. 4 reinforcing bars installed wherever the curb and gutter crosses utility service lines, the cost of which shall be considered incidental to the cost of concrete curb and gutter.
8. Sidewalks (where required) shall be of the thickness and dimensions as shown in the construction plans. All sidewalk concrete shall be a minimum of 6.1 bag mix (or IDOT class SI concrete) and shall develop a minimum of 3,500 psi compressive strength at fourteen (14) days. Contraction joints shall be set at five (5) foot centers, and one-half inch (½ inch) premolded fiber expansion joints at fifty (50) foot centers and where the sidewalk meets the curb or another sidewalk, or at the end of each pour. All sidewalks constructed over utility trenches and/or abutting driveway aprons shall be reinforced with three (3) No. 4 reinforcing bars (10 foot minimum length).

Revised:	Drawing Name	Drawing Number	
1. 06/12/2015	STANDARD NOTES AND SPECIFICATIONS	GE-02d	City of Crystal Lake Illinois
2.		Date: 01/30/15	
3.		Drawn DD Checked AW	
4.			

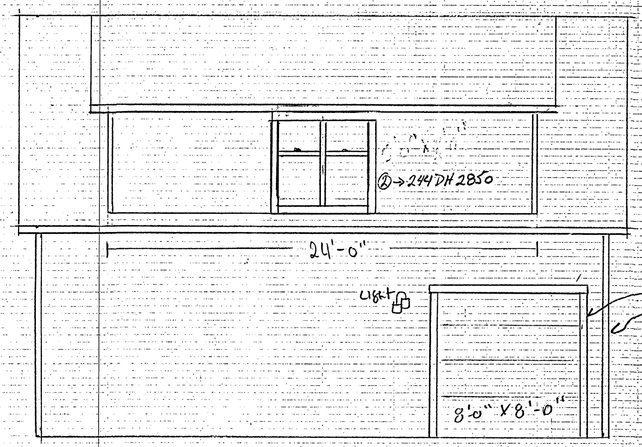
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Checked By AMS
Date 07/07/2023
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Job Number 230602

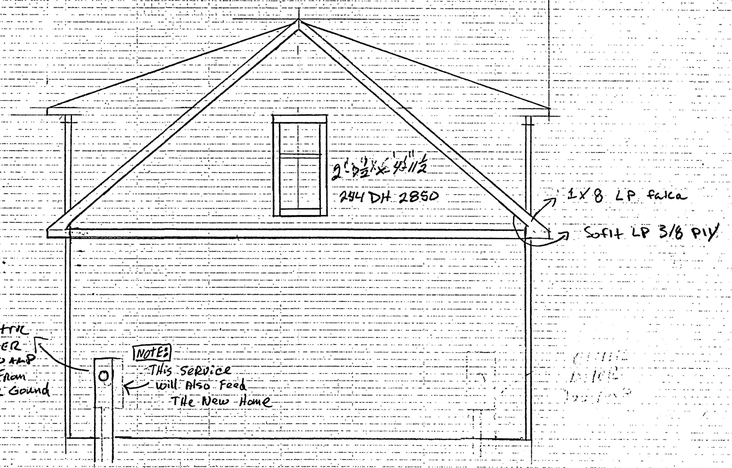
\\SCHMITT-SERVER\AutoCAD_Parking\Proj\PLATS\2023\230602-142 Edgewood Ave. CL_1-230602.dwg-Site Plan-2/1/2008 3:04 PM

ELEVATION PLAN FOR NEW GARAGE

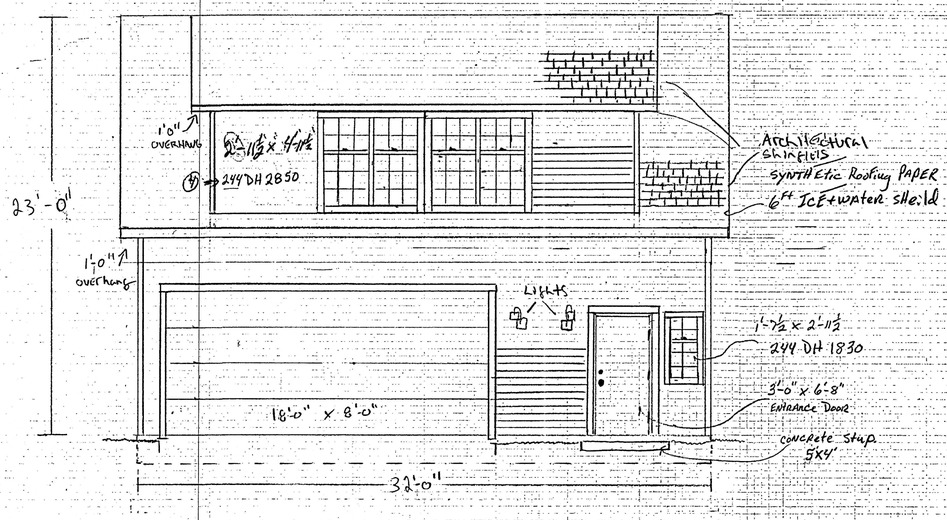
MILES DIAMOND
142 EDGEWOOD AVE
CRYSTAL LAKE IL 60014
MILES DIAMOND = OWNER => BUILDER => DRAWINGS
PHONE (815-355-2343) APRIL 2023



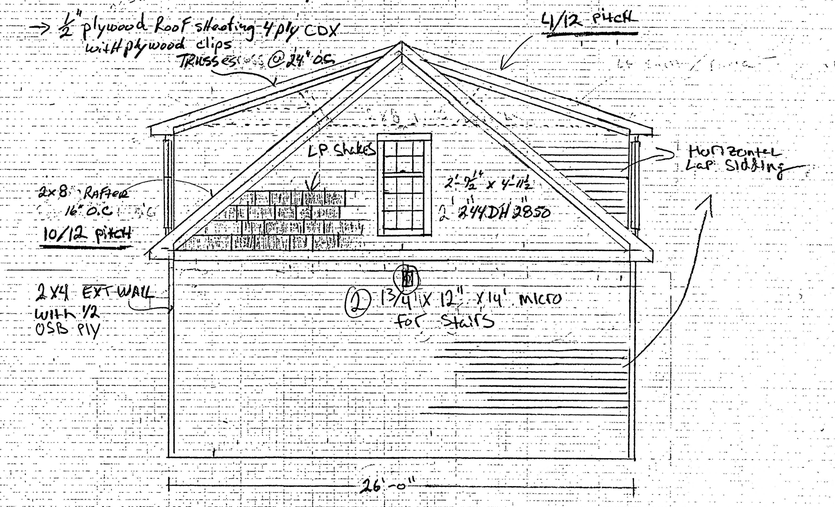
BACK GARAGE WEST ELEVATION
1/4" = 1'-0"



SIDE GARAGE SOUTH ELEVATION
1/4" = 1'-0"



FRONT GARAGE EAST ELEVATION
1/4" = 1'-0"



SIDE GARAGE NORTH ELEVATION
1/4" = 1'-0"

NEW GARAGE FOR Section

Miles DiAmonD

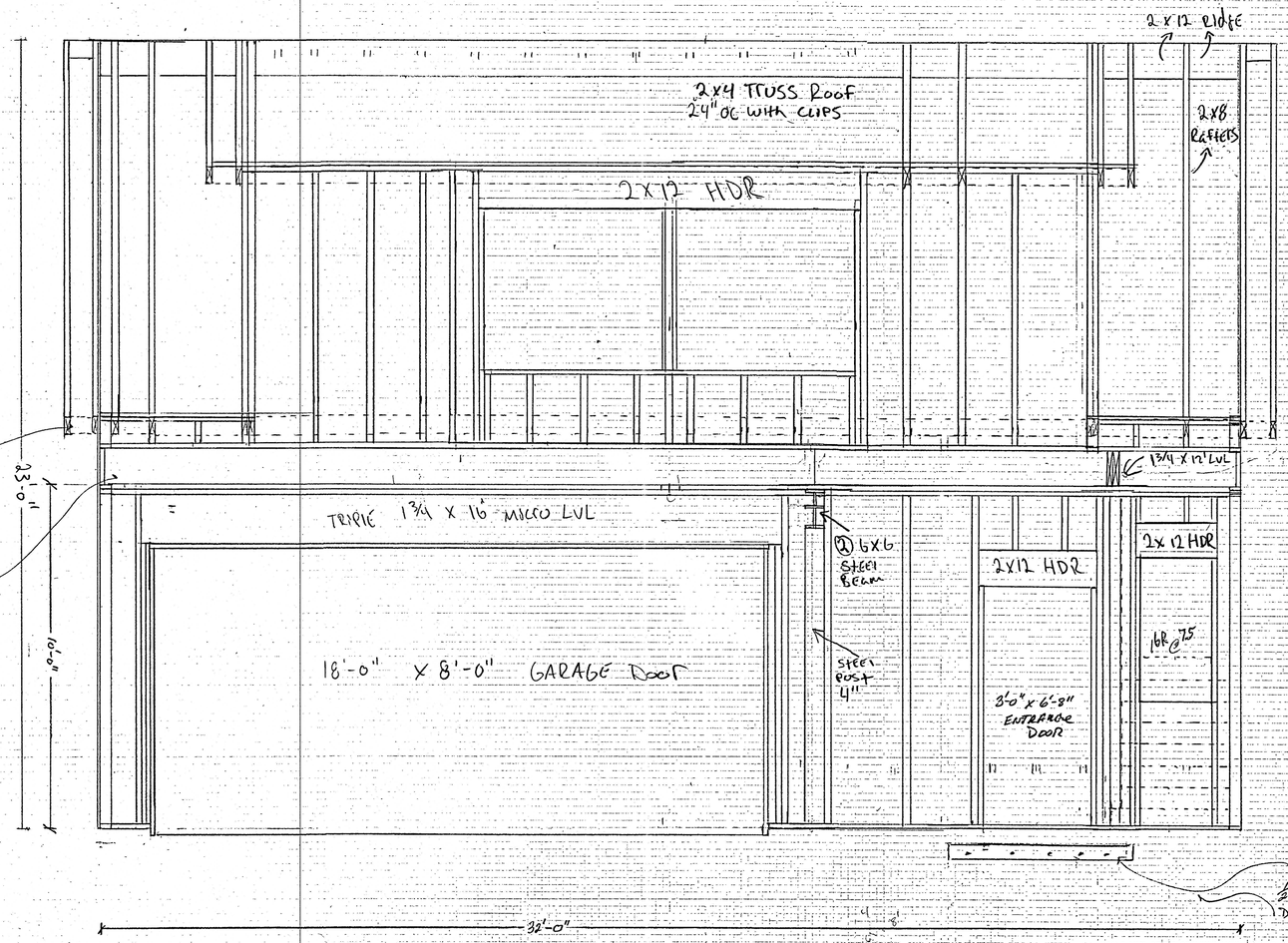
142 Edgewood Ave.

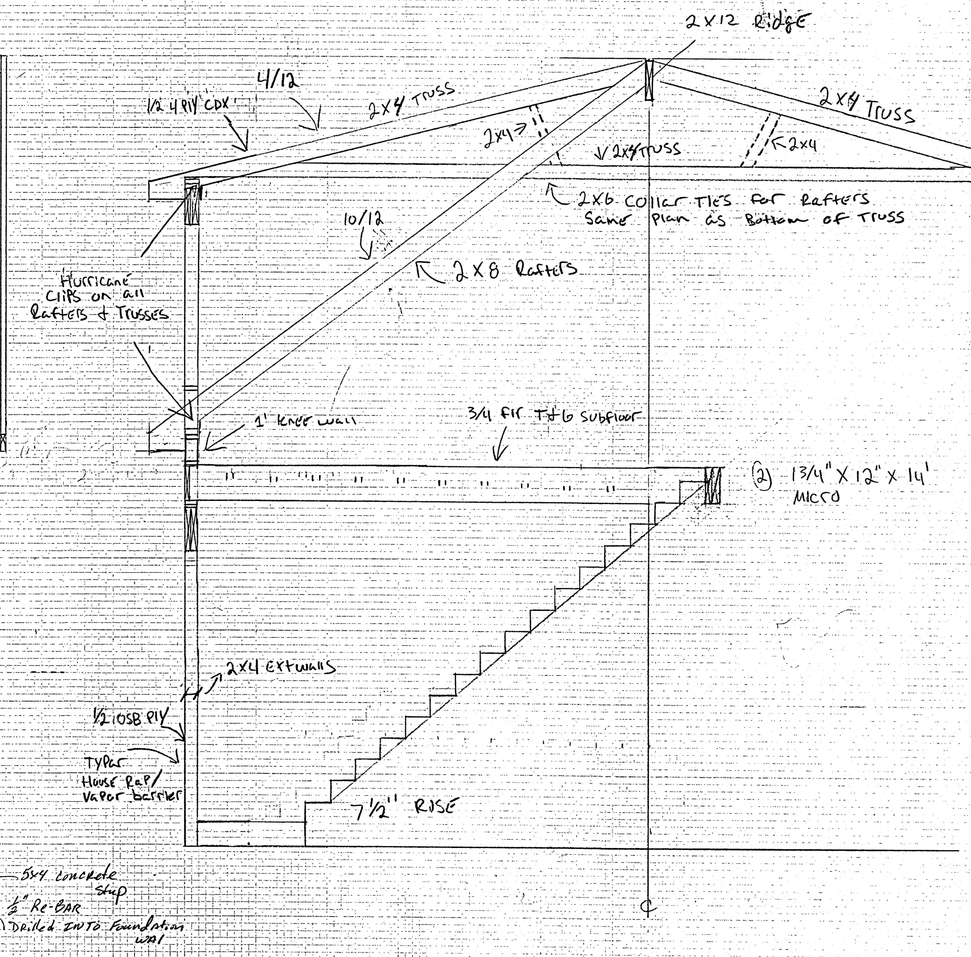
CRystal LAKE Il 60014

Miles DiAmonD = OWNER ⇒ Builder ⇒ DRAWINGS

PHone (815-355-2343)

April 2023

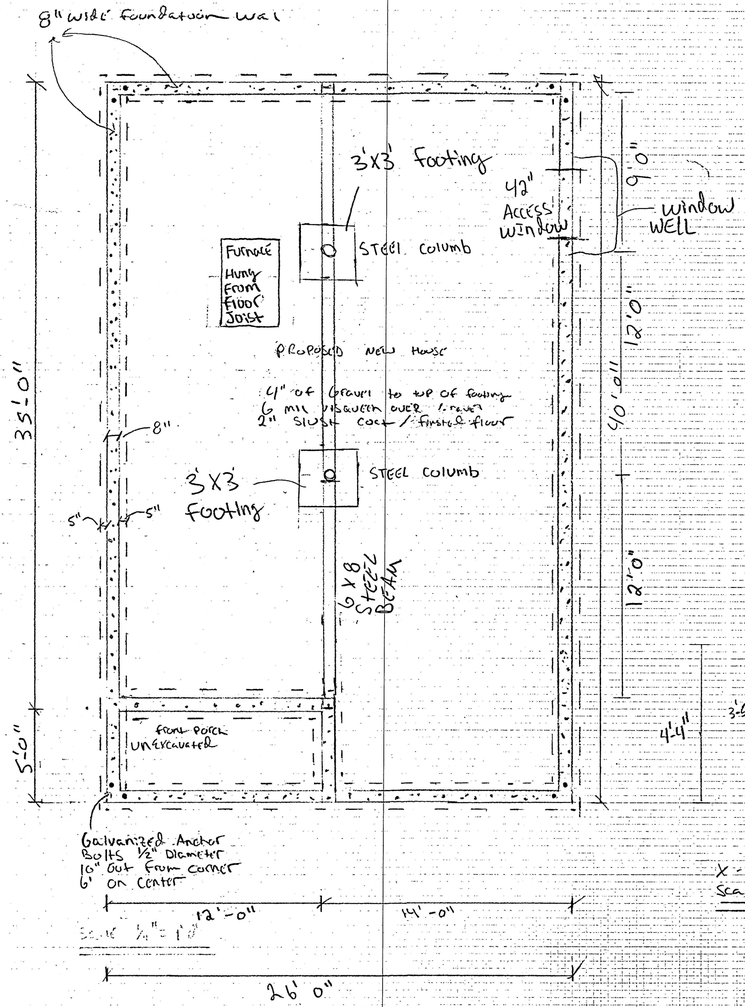




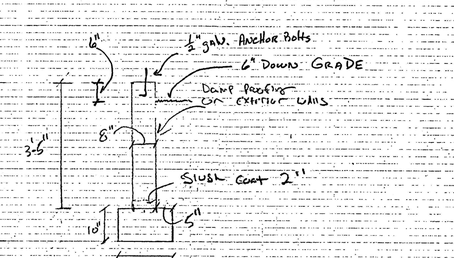
X-Sec SCALE 1/2 = 1'-0"

Foundation PLAN FOR
NEW HOUSE AND GARAGE

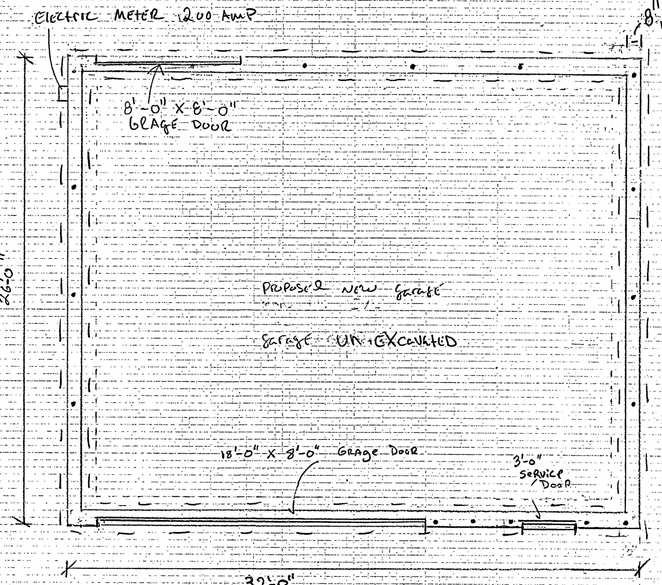
MILES DIAMOND
142 EDGEWOOD AVE
CRYSTAL LAKE IL 60014
MILES DIAMOND = OWNER => BUILDER => DRAWINGS
Phone (815-355-2343) APRIL 2023



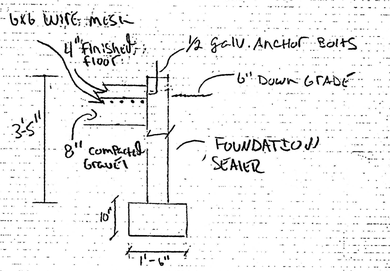
SCALE 1/4" = 1'0"



X-Section Crawl Foundation
Scale 1/2" = 1'0"



Scale 1/4" = 1'0"

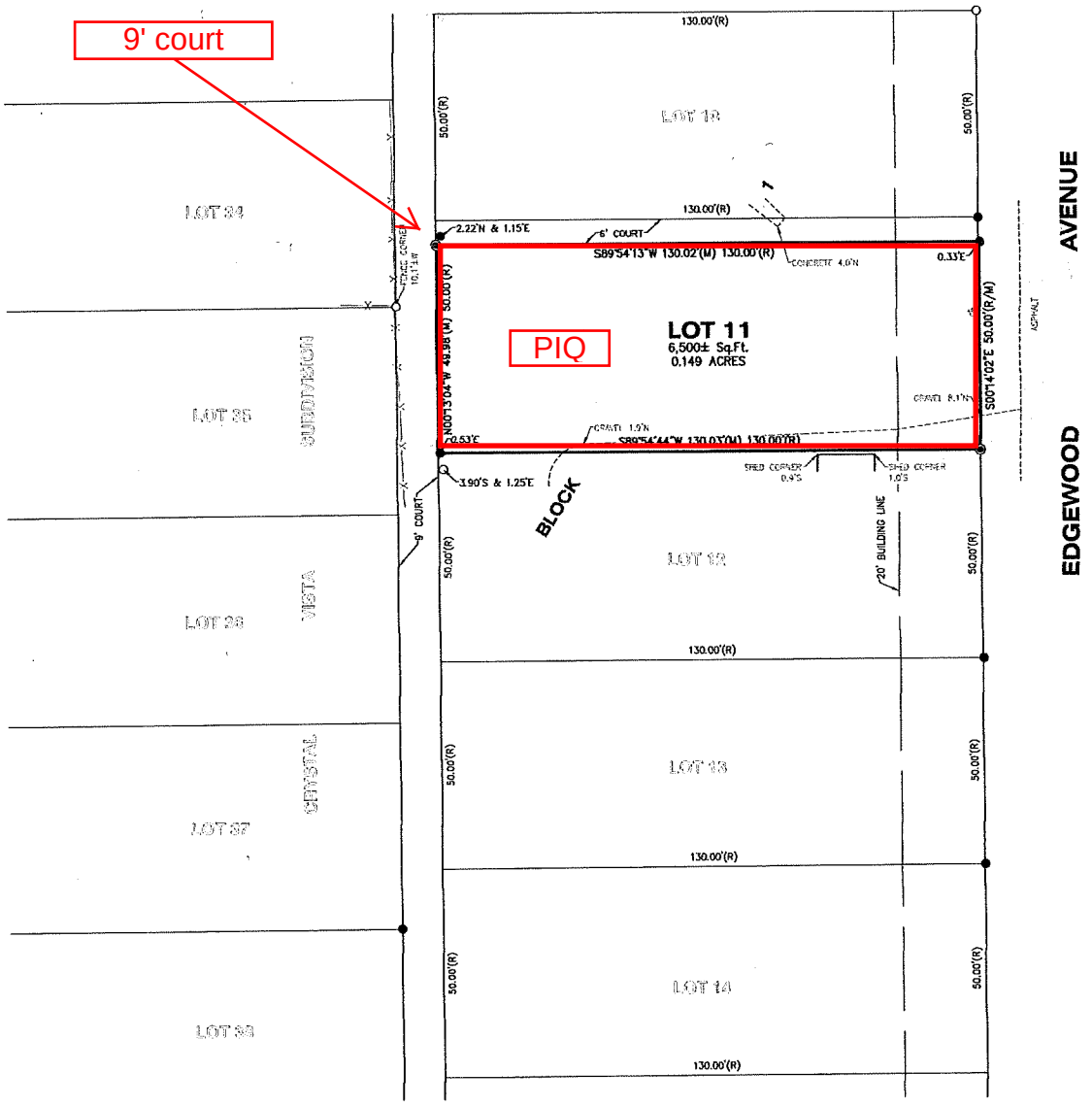


X-Section Garage FND wall & floo
Scale: 1/2" = 1'0"

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

PLAT OF SURVEY

Lot 11 in Block 1 in North Crystal Lake Park Beach Subdivision, a Subdivision of part of the Northeast Quarter of Section 1, Township 43 North, Range 7 East of the Third Principal Meridian, according to the Plat thereof recorded May 26, 1925, as Document No. 68367, in Book 5 of Plats, page 32, in McHenry County, Illinois.



LEGEND	
●	FOUND IRON BAR
○	FOUND IRON PIPE
◉	SET IRON BAR
	UTILITY POLE
	WATER SHUT-OFF
(M)	MEASURED
(R)	RECORD

20' 0' 20' 40'
SCALE: 1" = 20'

CLIENT: MILES DIAMOND
DRAWN BY: TPS CHECKED BY: APG
SCALE: 1"=20' SEC. 01 T. 43 R. 07 E.
BASIS OF BEARING: IL EAST ZONE NAD83 (2011)
P.I.N.: 18-01-201-010
JOB NO.: 2200266 I.D. LSV
FIELDWORK COMP.: 04/05/22 BK. ____ PG. ____
ALL DISTANCES SHOWN IN FEET AND DECIMAL PARTS THEREOF CORRECTED TO 68° F. REF: ____

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

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

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

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

Dated at Woodstock, McHenry County, Illinois 04/08 A.D., 2022.

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

By: _____
Illinois Professional Land Surveyor No. 3857

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

NOTICE

The City of Crystal Lake hereby gives notice that the detached accessory structure located on 142 Edgewood Avenue in Crystal Lake, Illinois, further described below, cannot be used for overnight lodging including but not limited to rental apartment, room and board, bedroom, or Tourist Home. It may be used for personal use including storage, office, workout area, or similar within the accessory structure building.

The subject property is legally described as follows:

LOT 11 IN BLOCK 1 IN NORTH CRYSTAL LAKE PARK BEACH SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHEASAT QUARTER OF SECTION 1, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 26, 1925, AS DOCUMENT NO. 68367, IN BOOK 5 OF PLATS, PAGE 32, IN MCHENRY COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 18-01-201-010
Address of Property: 142 Edgewood Avenue, Crystal Lake IL 60014

I_____, hereby acknowledge that the above notice applies to the subject property.

PROPERTY OWNER ACKNOWLEDGEMENT

By: _____

Dated this __ day of March, 2024.

Prepared By & Return to: Katie Rivard, Assistant City Planner
100 W. Woodstock Street
City of Crystal Lake
Crystal Lake, IL 60014



803 Oak Ct Address is 807, not 803
Estimated height 30ft

Staff Note:
Demolished home & garage to rebuild in 1986 (pre-UDO).
The height is approximately 19.3' (23'-6" overall)





763 Oak Ct
Estimated height 19 10 inches ft

Staff Note:
Garage addition in 2001 (pre-UDO)
The height is approximately 14' (18'-6" overall).



1017 North Shore DR
Estimated height 21ft

Staff Note:
Building permit issued in 1985 for a 4-car garage with 2nd story (pre-UDO).
Given the shape of the roof, there are two (2) midpoints, 15' and 18' (21' overall)



207 LAKE SHORE DR
Estimated height 20 ft 6 inches

Staff Note:
Building permit issued for detached garage in 2006 (pre-UDO).
The height is approximately 14' (19' overall).





651 leonard parkway
Estimated Helght 22 ft

Staff could not locate property to verify.

Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: March 19, 2024

Item: No Parking Restriction – North side of Berkshire Drive from Canterbury Drive to 150 feet northwest

Staff Recommendation: Motion to adopt an Ordinance restricting parking on the north side of Berkshire Drive from Canterbury Drive to 150 feet northwest except between the hours of 4:30 p.m. to 5:30 p.m.

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

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Background:
A request was brought to the Traffic Working Group by the Police Department to allow parking along the north side of Berkshire Drive in front of the KinderCare daycare center. Berkshire Drive is currently restricted to no parking on both sides of the street in this area. During the peak pick-up time of 4:30 p.m. to 5:30 p.m., the existing KinderCare parking lot does not have an adequate number of parking spaces in their parking lot to meet demand. Drivers need to utilize Berkshire Drive for less than 15 minutes to pick-up children. The Police Department is requesting parking be allowed on Berkshire Drive only during the hours of 4:30 p.m. to 5:30 p.m. All other times will remain no parking. Outside of the hours of 4:30 p.m. to 5:30 p.m. there is adequate parking in the KinderCare parking lot to meet demand.



The Traffic Working Group members discussed the request and agree that it would be safe and advantageous to allow for parking between these hours.

Votes Required to Pass:
Simple majority

ORDINANCE

WHEREAS, Berkshire Drive is a two-way street in the CITY OF CRYSTAL LAKE with parking restricted as NO PARKING on both sides of the street; and

WHEREAS, an adjacent daycare business does not have adequate on-site parking during their peak pick-up hours between 4:30 p.m. and 5:30 p.m. and it would be advantageous to allow for parking on Berkshire Drive in front of this business during their peak hour.

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

SECTION I: That it shall be unlawful to stop, stand, or park any vehicle on the north side of Berkshire Drive from Canterbury Drive to 150 northwest except during the hours of 4:30 p.m. and 5:30 p.m.

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

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

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

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

Draft

DATED this 19th day of March, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

EAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: March 19, 2024
APPROVED: March 19, 2024

Draft

Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: March 19, 2024

Item: Approval of a Subrecipient Agreement with the County of McHenry for the Edgewater Drive Drainage Project to receive Community Development Block Grant funds

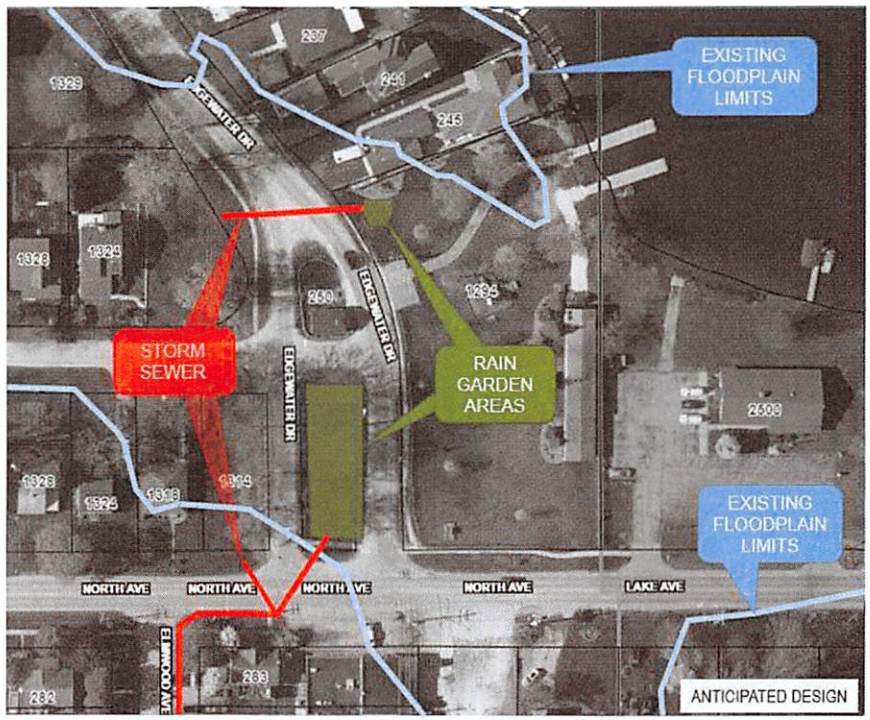
Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute the Subrecipient Agreement between the City of Crystal Lake and the County of McHenry Relative to the Edgewater Drive Drainage Project receiving Community Development Block Grant funds

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

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Background:

The City's Stormwater Solutions initiative identified a project at the west end of Crystal Lake along Edgewater Drive near North Avenue and Kamijima Park to alleviate flooding in the area. Engineering design is underway with the final most cost-effective solution being the installation of new storm sewer with small rain gardens in the area to provide relief during rain events. Kamijima Park and Edgewater Drive are located in the FEMA floodplain at or below the base flood elevation of the lake; therefore, relief from flooding in this area will be limited. This area will still experience flooding during large and heavy rainfall events.



The City applied for Community Development

Block Grant (CDBG) funds from the United States Government through McHenry County to reduce the City's financial participation towards this project. This project was awarded $120,455.00 in CDBG funding. The total project cost is approximately $350,000.00. In order to receive CDBG funding, the City must enter into an intergovernmental agreement with McHenry County and receive environmental approval of the project from the County.

The City's legal counsel has reviewed the subrecipient agreement and has deemed it acceptable.

Votes Required to Pass:
Simple Majority

RESOLUTION

WHEREAS, the City has identified the need on the west end of the Lake along Edgewater Drive near North Avenue and Kamijima Park to reduce flooding in the area; and

WHEREAS, the City applied for Community Development Block Grant (CDBG) funds from the United States Government through MCHENRY COUNTY; and

WHEREAS, this project was awarded $120,455.00 in CDBG funding by MCHENRY COUNTY.

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 subrecipient agreement and all applicable attachments and other documentation between the CITY OF CRYSTAL LAKE and MCHENRY COUNTY to receive $120,455.00 in CDBG funds.

DATED this 19th day of March, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: March 19, 2024
APPROVED: March 19, 2024

Draft

SUBRECIPIENT AGREEMENT BETWEEN the COUNTY of McHENRY, ILLINOIS and the CITY of CRYSTAL LAKE for EDGEWATER DRAINAGE IMPROVEMENT

THIS AGREEMENT, entered by and between the County of McHenry (herein called the "Grantee") and the City of Crystal Lake (herein called the "Subrecipient"); and

WHEREAS, Grantee has been designated by the United States Department of Housing and Urban Development (herein called "HUD") to administer Community Development Block Grant (herein called "CDBG") funds from the United States Government as applied for and received under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383 and as amended, and as authorized under the regulations governing CDBG per 24 CFR part 570 and financial regulations codified under 2 CFR part 200; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for the purposes of executing a CDBG Infrastructure project to provide funding for **Edgewater Drainage Improvement,** and is conditioned on fulfillment of a CDBG national objective as defined under 24 CFR 570.208(a)(1)(ii) and as related to Area Benefit activities benefiting low-moderate income persons (herein called "LMA) as specified herein; and

WHEREAS, the Subrecipient acknowledges that failure to fulfill the LMA National Objective will result in the disallowance of CDBG funding and therefore, the Subrecipient will be required to repay all CDBG funds to the Grantee.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. STATEMENT OF WORK

A. Activity Description

The Subrecipient shall be responsible for administering a CDBG Infrastructure project in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds and consistent with all provisions of this Agreement. Subrecipient warrants and represents it has the requisite authority and capacity to perform all terms and conditions on the Subrecipient's part to be performed hereunder.

B. Program Delivery

Subrecipient UEI Number: DX1HNP44F4K5

Program specifics:	The proposed project involves installation of new storm sewers, construction of a new stormwater storage basin, installation of a new rain garden, construction of new swales, and excavation and realignment of an existing roadway. The intention of the project is to alleviate flooding in the area by creating a more robust, connected stormwater flow system.
Location of project:	Edgewater Drive, north of North Avenue in Crystal Lake, IL.

Draft

The CDBG eligible construction activities of the Subrecipient noted above and governed by this Agreement shall start **NO** sooner than the date of execution as signed by the Chairman and **shall end on September 30, 2024 at 11:59 PM CDT.**

The terms of this Agreement and the provisions herein will **ONLY** be extended to cover an additional period of time that the Subrecipient requests as needed to complete the Statement of Work if approved by the Grantee in writing but only for a period not to exceed up to one (1) additional month. Any funds that remain in balance will be immediately de-obligated from this contract.

NOTE: The first drawdown per this Agreement shall be made **no later than 60 days from the start of construction activities. Subsequent reimbursements shall be required to be drawn every 30 days until project completion.** Failure to comply with this requirement shall place the Subrecipient in violation and at risk for losing up to the entire amount of the grant allocation after three failed submissions of reimbursement requests in a timely manner.

Federal Award Identification Number: B22-UC-17-0007

Federal Award Date: October 1, 2022

Catalog of Federal Domestic Assistance (CFDA): 14.218 – Community Development Block Grant Program/Entitlement Communities

There are no indirect costs rates associated with this project. In addition, funding will not be used towards Research and Development activities.

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C. Budget

The total amount of CDBG funds to be paid by the Grantee to the Subrecipient for allowable expenses incurred **will not exceed One Hundred Twenty Thousand Four Hundred Fifty-Five Dollars ($120,455.00)** and will be expended as per the detailed budget below:

Budget Item	Match Funds	CDBG Funds	Total
Construction of new storm sewer	$12,046.00	$120,455.00	$132,501.00
Total	**$12,046.00**	**$120,455.00**	**$132,501.00**

A detailed project budget has been attached as **Attachment A**.

Subrecipient may request a reasonable amendment to a detailed budget line-item in accordance with the net results of applicable procurement through the Community Development Division and with prior approval and documentation.

D. Environmental Review Record Conditions

An Environmental Review (ER) will be conducted and completed to the proposed project site prior to any eligible activities. Construction/rehabilitation activities started at the project site before the ER has been completed and cleared will result in the project being considered "tainted" and all cost associated with the project deemed ineligible for reimbursement.

The Grantee will provide the Subrecipient a copy of the Environmental Review Record (ERR) upon its completion. Subrecipient will comply with the mitigation conditions and measures as listed in the project ERR if such measures or conditions were deemed necessary. Failure to comply with mitigation conditions will result awarded funds to not be provided to the project.

E. National Objective

Subrecipient certifies that the activities carried out with funds provided under this Agreement will benefit low/moderate income persons under the National Objective subcategory of Low and Moderate Area Benefit, and as defined in 24 CFR 570.208(a)(1).

Specifically, this is defined as an activity, the benefits of which are available to all the residents in a particular area, where at least 51 percent of the residents are low and moderate income persons. McHenry County qualifies at an exception criteria of 44.40%. Such an area need not be coterminous with census tracts or other officially recognized boundaries but must be the entire area served by the activity. An activity that serves an area that is not primarily residential in character shall not qualify under this criterion.

Failure by the Subrecipient to fulfill this National Objective will result in grant funds being disallowed and any expended monies returned to the Grantee.

The anticipated number of LMA individuals to be served by the CDBG eligible activity as per this Agreement is **thirty-two (32) individuals.**

F. Regulatory Requirements

Subrecipient certified that it will complete and authorize the following documents to be attached to this Agreement and be considered binding:

1. Financial Management Rider
2. Organizational Capacity Statement
3. Performance Measures
4. Statement on Faith-Based Organizations
5. Subpart K Requirements
6. Super-Circular Audit Requirements

Draft

II. PAYMENT/DRAWDOWN AND REPORTING

A. Payment/Drawdown Requirements

It is expressly agreed and understood that the total amount to be paid by the Grantee under this agreement **will not exceed One Hundred Twenty Thousand Four Hundred Fifty-Five Dollars ($120,455.00).**

Subrecipient may not request disbursement of funds under this Agreement until funds are needed as reimbursement for payment of eligible costs as determined by the Grantee. Grantee shall process Subrecipient claims for payment in a timely and reasonable manner upon its determination that the Subrecipient has submitted all required supporting documentation as described in OMB Circular 2 CFR Part 200, Subpart E, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as specified below.

Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in Section I. C. herein in performing the activity in Section I. A. Subrecipient shall

submit to Grantee all billings, vouchers, and other documents representing any accounts payable and on forms required by the Grantee.

- For purchase of supplies or equipment, Subrecipient is required to provide proof of payment, invoice documentation, and proper procurement as applicable. Failure to provide supporting documentation will result in a rejected draw request.

- For completion of construction, Subrecipient is required to provide proof of payment, proper invoicing, and Davis Bacon documentation. Partial and Final Waivers of Lien must be submitted as well. Periodic inspections will be made and payments may be withheld upon discovery of unsatisfactory work.

- A final payout will not be processed until there is evidence of local municipal inspection as applicable, other jurisdictional inspection as required, and inspection by the Grantee (Community Development Division). A minimum notice of five (5) days is required for notice of inspection.

The Subrecipient is allowed to submit final billing requests by 4:30PM CDT on October 31, 2024. Requests for drawdowns submitted after 4:30PM CDT on October 31, 2024 shall not be honored by the Grantee and payment will not be rendered.

Subrecipient is required to complete the most current Requisition for Reimbursement form as provided by the Community Development Division. A cover letter outlining the total amount of the request and specifying the request as reimbursement must accompany the draw form and supporting documentation for processing. A Reimbursement Request Guide is available for review under the "CD Planning Documents" tab of the Community Development Division webpage (www.mchenrycountyil.gov/cd).

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified OMB Circular 2 CFR Part 200, Subpart E, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable.

Draft

B. Reporting Requirements

The Subrecipient is responsible to submit timely Quarterly Progress Reports to the office of the Community Development Division in order to provide updates on how the Project is progressing. The Grantee will provide the Subrecipient with a quarterly report which must be completed and submitted to the Grantee no later than the end of the month following the end of the calendar quarter.

- January-March 2024, submit by April 30, 2024
- April-June 2024, submit by July 31, 2024
- July-September 2024, submit by October 31, 2024

If the Subrecipient determines there will be a delay in submitting the quarterly reports on time, the Subrecipient will inform the Grantee in writing of this delay, the nature of the delay and state when the report will be submitted.

Failure to submit timely report(s) will result in the Subrecipient's Requisition for Reimbursement Request to be held until the report has been submitted and any report questions/clarification addressed.

If the Final Requisition for Reimbursement Request and Final Quarterly Report are submitted prior to any of the dates above, all subsequent request dates would then be null and void unless otherwise specified in this Agreement.

III. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee:
Hans Mach
Community Development Administrator
Department of Planning and Development
McHenry County Administration Building
2200 N. Seminary Avenue
Woodstock, Illinois 60098

Subrecipient:
Eric Helm
City Manager
City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, Illinois 60014

IV. SPECIAL CONDITIONS

A. Assurances

The Subrecipient acknowledges and adheres to the Community Development Block Grant Assurances attached and signed by the Subrecipient as part of this contract for the activity controlled by this Agreement.

The Subrecipient acknowledges and adheres to the Community Development Block Grant Assurances as submitted by the Subrecipient as part of the application for the activity as obligated and controlled by this Agreement, specifically submitted per required documentation Organizational Attachment O8.

B. Program/Project Monitoring

The Grantee reserves the right to monitor and evaluate the progress and performance of the Subrecipient to assure the terms of this Agreement are being satisfactorily met in accordance with HUD, County and other applicable monitoring and evaluating criteria and standards. Subrecipient shall cooperate with the Grantee relating to such monitoring and evaluation.

The Grantee shall monitor the performance of the Subrecipient against goals and performance standards as stated in the McHenry County 5-Year Consolidated Plan. Substandard performance as determined by the Grantee shall constitute non-compliance with this Agreement. Subrecipient, at the discretion and direction of the Grantee, shall correct any substandard performance noted in writing by the Grantee within fifteen (15) days of written notice thereof unless an extension of this time limit is permitted by the Grantee in writing. Failure to correct substandard performance in a timely manner will result in a contract suspension or termination procedures being initiated.

Subrecipient will be notified five (5) days prior to monitoring of the contracted activity and provide Grantee with necessary access to files for the purposes of evaluating compliance.

Draft

NOTE: Any changes to the Agreement's goals, scope of services, schedule or budget, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the Grantee.

C. Procurement, Davis-Bacon and Labor Laws and Debarred Contractors (Excluded Parties)

The Subrecipient acknowledges understanding and compliance with federal procurement requirements as per 24 CFR 570.502, 24 CFR 570.610, and 2 CFR Part 200, as well as local McHenry County standards. Further, Subrecipient acknowledges understanding and compliance with federal prevailing wage, labor law, and Davis-Bacon Act requirements as per 24 CFR 570.603, 40 USC Chapter 3 Section 276a, and 29 CFR Parts 1, 3, 5, 6, and 7), and local McHenry County standards. A copy of the local McHenry County Standards is available in the office of the CDBG Grantee and will be made available upon written request to the CDBG Grantee. Specifically, the Subrecipient shall procure using a public open bid process as required in the aforementioned regulations for construction services and follow local standards when purchasing materials and/or equipment in compliance with Davis-Bacon rules and regulations. The Subrecipient shall provide monitoring of Davis-Bacon requirements of selected contractor(s) and require the receipt of completed weekly payroll forms as per Davis-Bacon requirements for the entire duration of the project and in accordance with the most correct and updated wage rate information.

Subrecipient must verify all of its vendors and/or contracted parties that carry out any duty related to the eligible activity(ies) as specified in this Agreement against the:

- Federal Excluded Parties list: http://www.sam.gov
- State of Illinois Excluded Parties list: http://www.state.il.us/agency/idol/listings/debar.htm

Under no circumstance may a Subrecipient engage in any activity using federal funds to any entity which is debarred, suspended, or is otherwise excluded from or ineligible for participation in federal, state, or local programs.

D. Project Oversight Requirements

The Subrecipient will execute contracts with contractors and oversee the use of subcontractors in accordance with applicable procurement regulations and cite specific Davis Bacon, Section 3, Equal Opportunity Employment, and other provisions as stated herein and required of the Subrecipient by the Grantee, and other federal, state, and local rules and regulations. Further, the Subrecipient will provide adequate project oversight and construction monitoring and report any findings to the Grantee immediately.

E. Build America, Buy America (BABA)

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

V. GENERAL CONDITIONS

A. General Compliance

Draft

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any unemployment compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, or other employee fringe benefits as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient will agree to indemnify, save harmless and defend the Grantee, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract upon award. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the negligent acts or omissions, or willful and wanton conduct of the Grantee, its agents, servants, or employees or any other person indemnified hereunder.

D. Insurance

1. General Requirements

The Subrecipient shall maintain for the duration of the contract and any extensions thereof, at Subrecipient's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the Grantee, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher, in the following types and amounts:

(a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than:

$1,000,000 per occurrence and $2,000,000 in the aggregate;

(b) Workers' Compensation shall be provided to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability of not less than $1,000,000.00 if required

(c) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than:

$1,000,000 per occurrence, combined single limit for:
Bodily Injury Liability and Property Damage Liability

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(d) Professional Liability Insurance with $1,000,000 per occurrence and $1,000,000 in aggregate.

2. Certificate of Insurance

The Subrecipient agrees that with respect to the above required insurance that:

(a) The Grantee shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;

(b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;

(c) The Grantee shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance.

(d) Subcontractors, Independent Contractors, and employees if any, shall comply with or be provided for the same insurance requirements. In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the County of McHenry as an additional insured and the address for certificate holder must read exactly as:

County of McHenry, **a body politic**
2200 N. Seminary Avenue
Woodstock, IL 60098

(e) A copy of the endorsement shall be provided to McHenry County along with the Certificate of Insurance to:

Community Development Administrator
McHenry County Department of Planning & Development
2200 N. Seminary Avenue
Woodstock, Illinois 60098

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F. Bonding

The Subrecipient shall comply with the bonding and insurance requirements of OMB Circular 2 CFR Part 200, Subpart D, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

G. Amendments

This Agreement may not be amended without Grantee approval. Any amendment to this Agreement must be executed in writing and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. However, the Grantee may amend this Agreement without Subrecipient approval under certain limited conditions as noted in this Section.

The Grantee may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of

the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

Requests for an amendment must be submitted in writing to the attention of the Community Development Division Administrator as prescribed in Section III Notices of this Agreement.

H. Suspension or Termination

The Grantee may suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any terms of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law.

A material failure to comply will include, but will not be limited to, errant submissions of reimbursements to the County. Subrecipients are expected to proof-read and verify submissions of reimbursements requested.

In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance. Grantee will notify the Subrecipient in writing of any action to suspend or terminate this Agreement prior to taking such action, and may or may not at its discretion provide for a cure period prior to termination.

The Grantee may suspend or terminate this Agreement, in whole or in part, if funding from the United States government becomes unavailable for any reason. In the event this Agreement is suspended or terminated due to a lack of funding by the federal government, Grantee will notify Subrecipient in writing that this Agreement is suspended or terminated. If Grantee suspends or terminates this Agreement in whole or in part due to a lack of funding from the United States government, Grantee will not be liable for any loss or damage to the Subrecipient that results directly or indirectly from said suspension or termination. Further, Grantee may suspend or terminate this Agreement if the Subrecipient fails to adhere to timely activity of work and expenditure of funds as outlined in Section I B.

The specific CDBG eligible Infrastructure Activity governed under this Agreement officially terminates on September 30, 2024 at 11:59 PM CDT unless extended as provided herein this Agreement. All remaining requirements of this Agreement including monitoring, access to records, close-out, and record retention remain in effect.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200, Subpart E and Subpart F, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. Further, the Subrecipient acknowledges that if it receives in excess of seven-hundred fifty thousand dollars and zero/cents ($750,000.00) in federal funds from any source during one (1) fiscal year, it will comply

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with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and complete program-specific audits as required.

Subrecipient agrees to provide to the McHenry County Auditor full disclosure of all records, transactions, and accounting practices in connection with this Agreement and acknowledges that any and all of those "Financial Statements" submitted become public record subject to public inspection pursuant to Illinois law.

All books of account, records, and supporting source documents related to this Agreement shall be kept by Subrecipient and made available at the request of the Community Development Division, McHenry County State's Attorney or the McHenry County Treasurer, McHenry County Auditor or other designated auditor(s) with the cost of such presentation borne by Subrecipient.
Upon the request of the auditing party or agent, Subrecipient shall promptly provide, at its own expense, all necessary data to enable the auditing party to fully comply with every requirement of the State of Illinois or the United States of America for information or reports relating to this Agreement.

The auditing party or agent must provide Subrecipient with written notification within sixty (60) days of any deficiency noted during any evaluation.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 200, Subpart E, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

The Subrecipient shall comply with 2 CFR Part 200, Subpart E, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards which provides that costs of organized fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions are unallowable. In the event that Subrecipient violates this provision, Subrecipient shall reimburse the amount of CDBG funds spent to HUD. Should Subrecipient repeatedly violate this provision, the CDBG Grantee and/or HUD may terminate payments and impose other remedies for non-compliance pursuant to 24 CFR 570.913(a)(1).

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B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506, which are pertinent to the activities to be funded under this Agreement. All records must be kept for a minimum of seven (7) years after the termination of this Agreement in a protected form that can produced original documentation.

Such records shall include but not be limited to, and as applicable:

a) Records providing a full description of each activity undertaken;
b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program as specified in this Agreement including proof of income verification or special categorical Limited Clientele, proof of Slum and Blight on a Spot Basis, documentation of area benefit to include service area boundaries

and/or census reporting information, or verification of income survey as conducted by Grantee;

c) Records required to determine the eligibility of activities including documentation indicating the activity is designed for and used by for Historic Preservation activities to reduce or eliminate Slum and Blight on a Spot Basis;
d) Records required to document the acquisition, improvement, use of disposition of real property acquired or improved with CDBG assistance including all procurement and Davis Bacon records as required by federal code and local standards;
e) Records documenting compliance with the URA, fair housing and equal opportunity components of the CDBG program;
f) Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200, Subpart D, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
g) Other records necessary to document compliance with Subpart K of 24 CFR 570 and as requested by Grantee in writing to Subrecipient in the manner prescribed in Section III Notices; and
h) Data used to determine Slum and Blighted condition, specifically proof that the structure meets the definition of Historic Preservation due to placement on the National Register of Historic Places.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of **seven (7) years** after the termination of all activities funded herein. Records for non-expendable property acquired with funds under this Agreement shall be retained for **five (5) years** after final disposition of such property. Records for any displaced person must be kept for **five (5) years** after he/she received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited that have started before the expiration of the applicable time period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the applicable time period, whichever occurs later.

3. Beneficiary Data

When applicable, the Subrecipient shall maintain data used to determine LMI beneficiaries. Such information shall be made available to Grantee monitors or their designees for review upon request and retained for a period of seven (7) years as prescribed in Clause 2 of this Section. Data includes proof of LMI Subcategory eligibility as designated in this Agreement.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian. However, such information shall be made available to CDBG Grantee monitors or their designees for review upon request.

5. Use of Real Property and Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet the National Objective eligibility criteria for five (5) years and shall conform to the "change in use" restrictions specified in 24 CFR Part 570.503(7) Reversion of Assets, and Part

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570.505, as applicable. Specifically, any change in use aside from meeting the National Objective as per this Agreement will initiate the requirements under the CFR Parts referenced herein and require payment in full to the Grantee from the Subrecipient the amount of the current fair market value of the property or equipment, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition and/or improvements to the property or properties or activities that have benefited from using CDBG funds in excess of twenty-five thousand dollars and zero/cents ($25,000.00). Further, the Grantee is required to be noticed of a change in use from the Subrecipient within fifteen (15) days of which the Subrecipient has considered a change in use of the CDBG assisted property. This includes, but is not limited to, the posting of a notice of sale or rent, listing for sale or rent, vacation of space with our without future sale or rent intentions, or use of space by non LMI majority benefited persons. The Subrecipient may request of the Grantee the ability to transfer the change in use restrictions to another party and such approval is at the sole discretion of the Grantee. Payment to the Grantee is due no later than fifteen (15) days after the change in use has occurred. Such payment shall be constituted as Program Income by the Grantee.

6. **Close-Outs**
The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials. equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. The Subrecipient may request of the Grantee a formal notice of close-out.

7. **Audits and Inspections**
All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, and/or their designees of the federal government, at any time during normal business hours, as often as the Grantee deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) calendar days after notice to the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with OMB circular 2 CFR Part 200, Subpart F, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable, and to submit this audit to the Grantee. 2 CFR Part 200, Subpart F, states a single audit is required when non-federal entities expend seven hundred fifty thousand dollars and zero/cents ($750,000.00) or more in a year in Federal awards. Subrecipient shall have a single audit conducted in accordance with GAGAS standards and scope of audit requirements of 2 CFR 200. Subrecipient shall provide to the CDBG Grantee one copy of the Single Audit upon completion.

C. **Payment and Reporting**

1. **Payment Procedures**
The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in

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Subrecipient accounts. Further payments will be received and processed as outlined in Section II of this Agreement.

2. **Progress Reports**
As stated in Section II, Part B of this Agreement, the Subrecipient shall submit Quarterly Progress Reports to the Grantee in the form and content as required by the Grantee. Failure of the Subrecipient to comply with the above Progress Report requirements will constitute a violation of this contract and may result in the withholding payment(s).

The Subrecipient must submit documentation evidencing compliance with the National Objective as specified in this Agreement, and as per Section VI Administrative Requirements Item B-1.

D. Procurement
The Subrecipient shall procure all materials, property, or services in accordance with the requirements of OMB Circular 2 CFR Part 200, Subpart D, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable, Procurement Standards, and shall subsequently follow Section VI.B.5 Use of Real Property and Records of this contract. In addition, the Subrecipient shall comply with all requirements of the McHenry County's procurement policies.

E. Reversion of Assets
Upon expiration of this Agreement, the Subrecipient shall transfer to the Grantee any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds, specifically meaning that remaining funds in balance of this Agreement will be de-obligated. Moreover, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds, including CDBG funds provided to the Subrecipient in the form of a loan, in excess of twenty-five thousand dollars and zero/cents ($25,000.00) must be used to meet one of the National Objectives as defined in 24 CFR 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the Grantee.

Should the real property not be used to meet one of the National Objectives as stated above, then the Subrecipient shall pay to the Grantee an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to the property. No payment is required five years after expiration of this agreement, or for such longer period of time as determined to be appropriate by the Grantee. Such payment shall constitute program income to the Grantee.

VII. COMPLIANCE WITH OTHER FEDERAL REGULATIONS

A. Administrative Requirements
The Subrecipient shall comply throughout the term of this Agreement with all federal laws and regulations pursuant to the Housing and Community Development Act of 1974, and any amendments or revisions thereto, including Subpart K (except CFR 570.604 and except reviews pursuant to Executive Order 12372) of the federal regulations at 24 CFR 570.610 through 570.612. The Subrecipient shall also comply with the Uniform Federal Administrative requirements as set forth at 24 CFR 570.502, including 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and certain sections of 2 CFR Part 200.

B. Civil Rights

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; the Fair Housing Act; Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063 as amended by Executive Order 12259 (Equal Opportunity in Housing); Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086 and 12107 (Equal Employment Opportunity); and Executive Order 13279 (Equal Protection of Laws for Faith-Based and Community Organizations).

The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, martial/familial status, or status with regard to public assistance.

C. Affirmative Action

The Subrecipient shall use its best efforts to obtain the participation of services, supplies, and other purchases from minority and women-owned businesses. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians.

D. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair, open competitive basis. Executed copies of all subcontracts shall be available for the inspection of the Grantee along with documentation concerning the selection process.

The Subrecipient shall not enter into contracts or agreements with federally debarred, suspended or ineligible contractors as required by 24 CFR Part 5.

E. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. The Subrecipient shall not enter into any subcontract with any agency or individual in the performance of this Agreement without the written consent, whether by physical documentation or email, of the Grantee prior to the execution of such agreement. The Subrecipient will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

F. Conflicts of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and conveys that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further conveys, that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflicts of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies of Subrecipients which are receiving funds under the CDBG program.

G. Relocation, Real Property Acquisition and One-For One Replacement

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The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and relevant implementing regulations. The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project.

H. Labor Standards

The Subrecipient agrees to comply with the requirements of the United States Secretary of Labor in accordance with the Davis-Bacon Act, as amended; the provisions of the Contract Work Hours and Safety Standards Act; the Copeland "Anti-Kickback" Act; the Fair Labor Standards Act; and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those Acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be submitted with the Subrecipient's Requests for Payment.

If procurement requires a bid process, the Subrecipient shall notify the Grantee before engaging in any bidding process pursuant to the performance of this Agreement. The Subrecipient further agrees to participate in a pre-construction conference with the Grantee and any and all contractor(s) and subcontractor(s) pursuant to the performance of this Agreement if requested to do so by the Grantee. The Subrecipient agrees to submit the bid package to the Grantee for review and in accordance with all other standards as outlined in *McHenry County CDBG and HOME Program Rehabilitation and Construction Standards* as well as Grantee Policies and Procedures as updated and implemented from time to time.

I. Section 3 Clause and Section 281 Clause

Compliance with the provision of Section 3, the regulation set forth in 24 CFR 135 and the outreach efforts prescribed under Section 281 of the National Affordable Housing Act relative to Women Business Enterprise and Minority Business Enterprise (WBR/MBE), and all applicable rules shall be a condition of the federal assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors.

J. Lobbying

No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriations have been paid or will be paid to any person for the purposes of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Subrecipient asserts it will complete and submit Standard Form-LLL (**Attachment C**), "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31US Code 1352. Any person who

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fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for such failure.

K. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of US Code 15.

L. Environmental Conditions

The Subrecipient agrees to comply with the requirements to the Clean Air Act, the Federal Water Pollution Control Act, and the Flood Disaster Protection Act of 1973. In accordance with the requirements of the Flood Disaster Protection Act, the Subrecipient shall ensure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for Acquisition or Construction purposes (including Rehabilitation).

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead Safe Housing Regulation at 24 CFR 570.608, 64 FR 50140, and 24 CFR Part 35.

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract. In general, this requires concurrence from the State Historic Preservation Officer (SHPO) for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

M. Religious Organizations

The Subrecipient agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the federal regulations specified under 24 CFR 570.200(j) as well as 24 CFR 570.109.

N. Restrictions for Certain Resident Aliens

The Subrecipient will not provide financial assistance, public services, job or access to new or rehabilitated housing and other facilities made available with CDBG funds to ineligible Low Moderate Income (LMI) persons as required under http://edocket.access.gpo.gov/cfr_2009/aprqtr/pdf/24cfr570.613.pdf.

O. Uniform Relocation Act-Displacement

The Subrecipient acknowledges compliance with 24 CFR Part 42 and 49 CFR Part 24 and specifically the Uniform Relocation Act (URA), and that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of the activity(ies) assisted by this Agreement. Further, the Subrecipient is required to provide notice to the Grantee no later than ninety (90) days of the foreseen displacement, and must have a Grantee approved relocation and assistance plan. Emergency displacement is evaluated on a case by case basis. Specific URA guidance must be requested from the Grantee by the Subrecipient as prescribed in Section III Notices, and specify if it is acquisition, residential displacement, or non-residential displacement.

P. Fair Housing

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The Subrecipient acknowledges compliance with Public Law 88-352 and the Fair Housing Act known as Public Law 90-284 to Affirmatively Further and Market Fair Housing. This requires there to be an approved Fair Housing Plan on file with the Grantee, or the Subrecipient's agreement to adhere to the Grantee's most current Affirmative Fair Housing Marketing Plan (ATHMP) and documentation. Further, the Subrecipient will conduct all programming in a manner to affirmatively further the policies of the Fair Housing Act. The protected classes of fair housing choice include race, color, national origin, religion, sex, familial status and disability.

Q. Section 504 and the Architectural Barriers Act of 1968 and the Americans with Disabilities Act

The Subrecipient acknowledges compliance with the Rehabilitation Act of 1973, specifically including Section 504 and as amended meaning the Subrecipient shall not discriminate on the basis of a handicap in employment or in programs for qualified handicapped persons. A handicapped person is defined as an individual who has a physical or mental impairment substantially limiting one or more major life activities, has a record of this type of impairment, and is regarded as having such an impairment. Further, the Subrecipient shall comply with the Architectural Barriers Act of 1968 and the Americans with Disabilities Act as related to the access of and construction of facilities or places as used or developed in part or whole and an activity governed under this Agreement for persons with disabilities. The ADA mandates that structurally-based architectural and communications barriers be removed, provided that the removal be readily achievable, easily accomplished, and capable of being accomplished with little difficulty or expense.

R. Drug-free Workplace

The Subrecipient certifies it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
B. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (A);
C. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
    1. Abide by the terms of the statement; and
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
D. Notifying the Grantee within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of such conviction;
E. Taking one of the following actions, within thirty (30) days of receiving notice with respect to any employee who is so convicted:
    1. Taking appropriate personnel action against such an employee, up to and including termination; or
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
    3. Making a good faith effort to continue to maintain a drug-free workplace.

Subrecipient certifies it will provide a drug-free workplace by signing **Attachment B**.

S. Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of

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persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;
ii. An Inspector General;
iii. The Government Accountability Office;
iv. A Treasury employee responsible for contract or grant oversight or management;
v. An authorized official of the Department of Justice or other law enforcement agency;
vi. A court or grand jury; and/or
vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

T. Increasing Seatbelt Use in the United States
Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Subrecipient should adopt and enforce on-the-job seat belt policies and programs for its employees and contractors when operating company-owned, rented or personally owned vehicles.

U. Reducing Text Messaging While Driving
Pursuant to Executive Order 13513, Subrecipient should adopt and enforce policies that ban text messaging by employees and contractors while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

V. Publications
Any publications produced with or associated with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department Housing and Urban Development – Community Development Block Grant Program."

Subrecipient shall work with Grantee for pre-approval of marketing materials and public information in order to present a consistent message to the community.

W. CONFLICTS OF INTEREST
In the procurement of supplies, equipment, services, and construction work, the Subrecipient shall conform to the Conflict of Interest provisions as outlined in 24 CFR Part 570.611 and 2 CFR Part 200 as applicable. Specifically, the Subrecipient, its employees or designees, agents, consultants or officials and directly related persons to aforementioned persons, that exercise any responsibility or attain knowledge related to the responsibilities of the activity as per this Agreement shall not have or gain a financial interest or any such benefit as a result of procurement or activities carried out as part of this Agreement.

X. MISCELLANEOUS PROVISIONS

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A. Severability

Should any provision contained within this Agreement be found, for any reason, to be invalid, illegal or unenforceable, it shall not affect any other provision hereof, and this agreement shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained herein.

B. Non-waiver of rights

The Grantee's failure to insist upon the strict performance of any provision of this contract, or failure to exercise any right based upon breach, will not constitute a waiver of any rights under this Agreement.

C. Relationship to Other Laws

This Agreement shall be governed by and construed in accordance with the laws of McHenry County, the State of Illinois, and the United States of America.

The parties agree that any dispute, action, claim or cause of action, breach of contract, or other remedy or relief sought pursuant to the provisions of the Agreement shall be controlled and decided by the laws of the State of Illinois. The parties further agree that the appropriate venue for such disputes shall be the Circuit Court for the 22nd Judicial Circuit, McHenry County, Illinois.

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IN WITNESS WHEREOF, the Parties hereto have executed the Agreement made effective on the date the McHenry County Board Chairman placed his/her signature on the Agreement.

McHENRY COUNTY

By: _____
Michael Buehler, McHenry County Board Chairman

Date: _____

STATE OF ILLINOIS)
) SS
COUNTY OF McHENRY)

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that _____, personally known to me to be the Chairman of the McHenry County Board and personally know to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument in his/her capacity as Chairman of the McHenry County Board, as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2024.

_____
Notary Public Signature

(Notary seal)

Draft

CITY of CRYSTAL LAKE

By: _____
Eric Helm, City Manager

Date: _____

STATE OF ILLINOIS)
) SS
COUNTY OF McHENRY)

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that _____, personally known to me to be the _____ of the _____ and personally know to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument in his/her capacity as _____ of the _____, as his/her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2024.

_____
Notary Public Signature

(Notary seal)

Draft

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

City of Crystal Lake

Program/Activity Receiving Federal Grant Funding

Community Development Block Grant

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

Draft

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Eric Helm	City Manager
Signature	**Date**
X	

form **HUD-50070** (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

McHenry County
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mchenrycountycomdev@co.mchenry.il.us

FINANCIAL MANAGEMENT RIDER

Organization Name: City of Crystal Lake

Please refer to the current 2 CFR 200 Super-Circular regulations as needed to respond to the following questions:

1. Does your organization have financial management systems that are kept in accordance with 2 CFR 302(b)? If not, please explain how you will comply with this regulation? Yes

2. Does your organization have a system to keep appropriate time distribution records for the use of CDBG funds, if applicable?

   Yes

3. Does your organization have a system or methodology in place to comply with the procurement and/or subcontracting requirements of 2 CFR 200.318 to 2 CFR 200.326.

   Yes

4. Does your organization maintain and retain adequate records to comply with the program requirements as well as any documentation required by the subrecipient agreement or project activity type as identified in 2 CFR 200.333?

   Yes

5. Does your organization have procedures in place to adequately identify CDBG property and assets and maintain the appropriate property records as required by CFR 200.313(d)(1)?

   Yes

6. Does your organization have procedures in place to ensure adequate safeguards for preventing loss, damage, or theft of its property per CFR 200.313(d)(3)?

   Yes

7. Does your organization plan to provide all financial audits to the grantee (the County) within 120 days of the end of each fiscal year for review?

   Yes

8. Does your organization plan on providing accurate supporting documentation to receive reimbursement of CDBG and/or HOME funds in a timely manner (monthly) as indicated in the subrecpient agreement?

   Yes

I certify that the aforementioned is true and accurate.

Jodie Hartman

Printed Name

Signature **Date**

Draft

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ORGANIZATIONAL CAPACITY STATEMENT

Organization Name: City of Crystal Lake

CDBG Regulations require grantees (the County) and subrecipients (the organization provided with funding) to collect and report demographic information, as well as to document income.

How will your organization collect the required information?

1. Describe your agency's experience in administering Federal, State. Local and/or private grants.

The City has received many federal, state and local grants over the years and can appropriately manage the expectations of this grant.

Draft

2. Identify the contact information for the person or persons responsible for planning, implementation, follow-up and reporting.

Abby Wilgreen
City Engineer
City of Crystal Lake
815-356-3614
awilgreen@crystallake.org

3. Describe staff positions, qualifications, and rate of pay for employees who will be compensated using CDBG funds.

Not Applicable

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4. Identify the contact information for the person who will be responsible for record keeping.

Abby Wilgreen
City Engineer
City of Crystal Lake
815-356-3614
awilgreen@crystallake.org

5. Identify the contact information for the person who will be responsible for financial management.

Jodie Hartman
Finance Director
City of Crystal Lake
815-356-3652
jhartman@crystallake.org

Draft

6. Briefly describe how your organization uses volunteers – or – indicate "Not Applicable."

Not Applicable

I certify that the aforementioned is true and accurate.
Eric Helm

Printed Name

Signature Date

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PERFORMANCE MEASURES

Organization Name: City of Crystal Lake

HUD grantees (County) and subrecipients (Organization receiving funding) are required to report measurable outcomes for all projects funded.

1. What are the proposed outcomes of your project and how will you measure them?

The project will improve stormwater management for the area while lessening the property damage to area roadways and adjacent properties.

2. What populations/area would your proposed activity serve? Check all that apply.

- [x] Children age 17 and younger
- [x] Young adults age 18-24
- [x] Adults age 25-61
- [x] Elderly age 62 and older
- [x] Families with children
- [ ] Victims of domestic abuse
- [ ] Persons with disabilities
- [ ] Homeless

Other (describe)

Region or area (define boundaries)

West end of the lake

Draft

3. How many unduplicated persons do you expect to serve with your activity?

32 or more

4. What are the eligibility requirements (if any) for your project?

Not applicable

I certify that the aforementioned is true and accurate.

Jodie Hartman

Printed Name

Signature **Date**

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STATEMENT ON FAITH-BASED ORGANIZATIONS

Organization Name: The City has received many federal, state and local grants over the years and can appropriately manage the expectations of this grant.

Church-State issues notwithstanding, religious institutions are frequently involved in the delivery of public services. On December 12, 2002, President George W. Bush issued Executive Order 13279 "to ensure equal protection of the laws for faith-based and community organizations, to further the national effort to expand opportunities for, and strengthen the capacity of, faith-based and other community organizations so that they may better meet the social needs in America's communities."

The next year, HUD issued a final rule covering eight HUD programs administered by its Office of Community Planning and Development – including CDBG – to implement the Executive Order. The following associated regulations apply:

24 CFR 570.200(j) Equal participation of faith-based organizations.

The HUD program requirements in § 5.109 of this title (see below) apply to the CDBG program, including the requirements regarding disposition and change in use of real property by a faith-based organization.

24 CFR 570.109 Equal participation of faith-based organizations in HUD programs and activities.

(a) Purpose. Consistent with Executive Order 13279 (issued on December 12, 2002, 67 FR 77141), entitled "Equal Protection of the Laws for Faith-Based and Community Organizations," as amended by Executive Order 13559 (issued on November 17, 2010, 75 FR 71319), entitled "Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations," this section describes requirements for ensuring the equal participation of faith-based organizations in HUD programs and activities. These requirements apply to all HUD programs and activities, including all of HUD's Native American Programs, except as may be otherwise noted in the respective program regulations in title 24 of the Code of Federal Regulations (CFR), or unless inconsistent with certain HUD program authorizing statutes.

(b) Definitions. The following definitions apply to this section:

Direct Federal financial assistance means Federal financial assistance provided when a Federal Government agency or an intermediary, as defined in this section, selects the provider and either purchases services from that provider (i.e., via a contract) or awards funds to that provider to carry out an activity (e.g., via grant, sub-grant, sub-award, or cooperative agreement). The recipients of sub-grants or sub-awards that receive Federal financial assistance through State-administered programs (e.g., flow-through programs) are considered recipients of direct Federal financial assistance. In general, Federal financial assistance shall be treated as direct, unless it meets the definition of indirect Federal financial assistance.

Federal financial assistance means assistance that non-Federal entities receive or administer in the forms of grants, contracts, loans, loan guarantees, property, cooperative agreements, food commodities, direct appropriations, or other assistance, but does not include a tax credit, deduction, or exemption.

Indirect Federal financial assistance means Federal financial assistance provided when the choice of the provider is placed in the hands of the beneficiary, and the cost of that service is paid through a voucher, certificate, or other

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similar means of Government-funded payment. Federal financial assistance provided to an organization is considered indirect when the Government program through which the beneficiary receives the voucher, certificate, or other similar means of Government-funded payment is neutral toward religion; the organization receives the assistance as a result of a decision of the beneficiary, not a decision of the Government; and the beneficiary has at least one adequate secular option for the use of the voucher, certificate, or other similar means of Government-funded payment.

Intermediary means an entity, including a nongovernmental organization, acting under a contract, grant, or other agreement with the Federal Government or with a State, tribal or local government that accepts Federal financial assistance and distributes that assistance to other entities that, in turn, carry out activities under HUD programs.

(c) Equal participation of faith-based organizations in HUD programs and activities. Faith-based organizations are eligible, on the same basis as any other organization, to participate in HUD programs and activities. Neither the Federal Government, nor a State, tribal or local government, nor any other entity that administers any HUD program or activity, shall discriminate against an organization on the basis of the organization's religious character or affiliation, or lack thereof. In addition, decisions about awards of Federal financial assistance must be free from political interference or even the appearance of such interference and must be made on the basis of merit, not based on the religious character or affiliation, or lack thereof, of an organization.

(d) Separation of explicitly religious activities from direct Federal financial assistance.

(1) A faith-based organization that applies for, or participates in, a HUD program or activity supported with Federal financial assistance retains its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct Federal financial assistance that it receives (e.g., via contract, grant, sub-grant, sub-award or cooperative agreement) to support or engage in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), or in any other manner prohibited by law.

(2) A faith-based organization that receives direct Federal financial assistance may use space (including a sanctuary, chapel, prayer hall, or other space) in its facilities (including a temple, synagogue, church, mosque, or other place of worship) to carry out activities under a HUD program without removing religious art, icons, scriptures, or other religious symbols. In addition, a faith-based organization participating in a HUD program or activity retains its authority over its internal governance, and may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(e) Explicitly religious activities. If an organization engages in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), the explicitly religious activities must be offered separately, in time or location, from the programs or activities supported by direct Federal financial assistance and participation must be voluntary for the beneficiaries of the programs or activities that receive direct Federal financial assistance.

(f) Intermediary responsibilities to ensure equal participation of faith-based organizations in HUD programs. If an intermediary - acting under a contract, grant, or other agreement with the Federal Government or with a State, tribal or local government that is administering a program supported by Federal financial assistance - is given the authority to select a nongovernmental organization to receive Federal financial assistance under a contract, grant, sub-grant, sub-award, or cooperative agreement, the intermediary must ensure that such organization complies

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with the requirements of this section. If the intermediary is a nongovernmental organization, it retains all other rights of a nongovernmental organization under the program's statutory and regulatory provisions.

(g) Beneficiary protections. Faith-based organizations that carry out programs or activities with direct Federal financial assistance from HUD must give written notice to beneficiaries and prospective beneficiaries of the programs or activities describing certain protections available to them, as provided in this subsection. In addition, if a beneficiary or prospective beneficiary objects to the religious character of the organization carrying out the programs or activities, that organization must promptly undertake reasonable efforts to identify and refer the beneficiary or prospective beneficiary to an alternative provider to which the beneficiary or prospective beneficiary has no such objection.

(1) Written notice. The written notice must state that:

(i) The organization may not discriminate against a beneficiary or prospective beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;

(ii) The organization may not require beneficiaries to attend or participate in any explicitly religious activities that are offered by the organization, and any participation by beneficiaries in such activities must be purely voluntary;

(iii) The organization must separate, in time or location, any privately funded explicitly religious activities from activities supported by direct Federal financial assistance;

(iv) If a beneficiary objects to the religious character of the organization, the organization must undertake reasonable efforts to identify and refer the beneficiary to an alternative provider to which the beneficiary has no such objection; and

(v) Beneficiaries or prospective beneficiaries may report an organization's violation of these protections, including any denial of services or benefits by an organization, by contacting or filing a written complaint to HUD or the intermediary, if applicable.

(2) Timing of Notice. The written notice must be given to prospective beneficiaries before they enroll in any HUD program or activity. When the nature of the program or activity or exigent circumstances make it impracticable to provide the written notice in advance, the organization must provide written notice to beneficiaries of their protections at the earliest available opportunity.

(3) Referral requirements.

(i) If a beneficiary or prospective beneficiary of a program or activity that receives direct Federal financial assistance from HUD objects to the religious character of an organization that carries out the program or activity, that organization must promptly undertake reasonable efforts to identify and refer the beneficiary or prospective beneficiary to an alternative provider to which the beneficiary or prospective beneficiary has no such objection.

(ii) A referral may be made to another faith-based organization, if the beneficiary or prospective beneficiary has no objection to that provider based on the provider's religious character. But if the beneficiary or prospective beneficiary requests a secular provider, and a secular provider is available, then a referral must be made to that provider.

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(iii) Except for activities carried out by telephone, Internet, or similar means, the referral must be to an alternative provider that is in reasonable geographic proximity to the organization making the referral and that carries out activities that are similar in substance and quality to those offered by the organization. The alternative provider also must have the capacity to accept additional beneficiaries.

(iv) If the organization determines that it is unable to identify an alternative provider, the organization shall promptly notify the intermediary or, if there is no intermediary, HUD. If HUD or an intermediary is notified that an organization is unable to identify an alternative provider, HUD or the intermediary, as appropriate, shall promptly determine whether there is any other suitable alternative provider to which the beneficiary or prospective beneficiary may be referred. An intermediary that receives a request for assistance in identifying an alternative provider may request assistance from HUD.

(4) Recordkeeping. A faith-based organization providing a referral under paragraph (g)(3) of this section must document a beneficiary or prospective beneficiary's request for a referral, whether the beneficiary or prospective beneficiary was referred to another provider, to which provider the beneficiary or prospective beneficiary was referred, and if the beneficiary or prospective beneficiary contacted the alternative provider, unless the beneficiary or prospective beneficiary requests no follow up.

(h) Nondiscrimination requirements. Any organization that receives Federal financial assistance under a HUD program or activity shall not, in providing services or carrying out activities with such assistance, discriminate against a beneficiary or prospective beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. However, this section does not require any organization that only receives indirect Federal financial assistance to modify its program or activities to accommodate a beneficiary that selects the organization to receive indirect aid.

(i) Exemption from Title VII employment discrimination requirements. A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in section 702(a) of the Civil Rights Act of 1964 (42 U.S.C. 2000e-1), is not forfeited when the organization participates in a HUD program. Some HUD programs, however, contain independent statutory provisions that impose certain nondiscrimination requirements on all grantees. Accordingly, grantees should consult with the appropriate HUD program office to determine the scope of applicable requirements.

(j) Acquisition, construction, and rehabilitation of structures. Direct Federal financial assistance may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under a HUD program or activity. Where a structure is used for both eligible and explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), direct Federal financial assistance may not exceed the cost of the share of acquisition, construction, or rehabilitation attributable to eligible activities in accordance with the cost accounting requirements applicable to the HUD program or activity. However, acquisition, construction, or rehabilitation of sanctuaries, chapels, or other rooms that a HUD-funded faith-based organization uses as its principal place of worship, may not be paid with direct Federal financial assistance. Disposition of real property by a faith-based organization after its use for an authorized purpose, or any change in use of the property from an authorized purpose, is subject to Government-wide regulations governing real property disposition (2 CFR part 200, subpart D) and the HUD program regulations, as directed by HUD.

(k) Commingling of Federal and State, tribal, and local funds. If a State, tribal, or local government voluntarily contributes its own funds to supplement direct Federal financial assistance for an activity, the State, tribal or local

Draft

government has the option to segregate those funds or commingle them with the direct Federal financial assistance. However, if the funds are commingled, the requirements of this section apply to all of the commingled funds. Further, if a State, tribal, or local government is required to contribute matching funds to supplement direct Federal financial assistance for an activity, the matching funds are considered commingled with the direct Federal financial assistance and, therefore, subject to the requirements of this section. Some HUD programs' requirements govern any activity assisted under those programs. Accordingly, recipients should consult with the appropriate HUD program office to determine the scope of applicable requirements.

Based on review of the aforementioned two regulations, please respond to the following questions:

Is your organization faith-based? Yes

If you selected "Yes," briefly explain how your agency will demonstrate compliance with 2 CFR 570.200(j) which prohibits inherently religious activities.

Abby Wilgreen
City Engineer
City of Crystal Lake
815-356-3614
awilgreen@crystallake.org

Draft

I certify that this statement is true and accurate.

Jodie Hartman

Printed Name

Signature **Date**

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SUBPART K REQUIREMENTS

Organization Name:

1. How does your organization identify prospective clients and make them aware your services are available to all eligible persons, including those with disabilities, on a non-discriminatory basis?

City of Crystal Lake

Draft

2. Does your have written policies and procedures in place to ensure that no person otherwise eligible for service shall solely by reason of their disability be excluded from participation of be denied benefits offered by your program?

   Yes

3. Does your organization have written policies and procedures in place to ensure meaningful access to programs and activities for persons with Limited English Proficiency (LEP)?

   Yes

4. Does your organization have a formal process for a client to file a grievance? If yes, please provide this policy.

   Yes

5. Does your organization have a formal process for the termination of assistance to a client, including a process that recognizes the right of the individual(s) to a hearing?

   Yes

6. Does your organization provide a terminated client the reason in writing?

   Yes

I certify that the aforementioned is true and accurate.

Jodie Hartman

Printed Name

Signature **Date**

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SUPER-CIRCULAR MANDATED AUDIT REQUIREMENTS

Organization Name: The City has received many federal, state and local grants over the years and can appropriately manage the expectations of this grant.

As part of the pre-award assessment, the County as Grantee of HUD funding is required to determine whether prospective subrecipients are subject to the Federal Single Audit requirement as covered in 2 CFR 501, which states:

2 § 200.501 Audit requirements.

(a) Audit required. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) Single audit. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) Exemption when Federal awards expended are less than $750,000. A non-Federal entity that expends less than $750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor determinations should be considered in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
(g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with

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Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) For-profit subrecipient. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits.

Based on review of the 2 CFR 501 regulation, I anticipate the following:

○ Yes, my organization will expend more than $750,000 in federal funds during one or more of the fiscal years involved in the use of the funding being provided by McHenry County. I understand that I am responsible for providing all applicable Single Audit(s) for the fiscal year involved in the use of this funding.

◉ No, I do not anticipate that my organization will expend more than $750,000 in federal funds during one or more of the fiscal years involved in the use of the funding being provided by McHenry County. I understand that I am responsible for providing all applicable Single Audit(s) if my organization expends more than $750,000 in federal funds during any fiscal year involved in the use of this funding.

Draft

I certify that the aforementioned is true and accurate.

Jodie Hartman

Printed Name

Signature **Date**

Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date: March 19, 2024

Item: Allocation of State Motor Fuel Tax (MFT) Funds for Fiscal Year 2024B

Staff Recommendation: Motion to adopt a Resolution appropriating $770,200 in MFT funds

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

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Background:
The City uses Motor Fuel Tax (MFT) funds to fund a portion of general roadway maintenance activities such as traffic signal/street light maintenance and repairs, snow-fighting material purchases, and resurfacing. The State of Illinois collects a tax on motor fuels and then distributes a portion of that tax to municipalities based on population. The use of MFT funds is regulated by the State of Illinois through the Illinois Department of Transportation (IDOT). IDOT requires the City to formally appropriate MFT funds through a City Council resolution for these purposes annually. These appropriations are then reflected in the annual budget. The proposed fiscal year 2024B is a shortened fiscal year (8 months) and includes a portion of the 2024/2025 winter season (November and December.) Therefore, the appropriation amounts are reduced compared to a typical 12-month fiscal year.

Traffic Signal and Street Light Maintenance (Total $102,000)
The City maintains traffic signals for intersections under City jurisdiction, as well as certain intersections along IDOT routes per agreements between the City and IDOT. The City is responsible for the maintenance of 33 signalized intersections. For this maintenance period, City staff estimates that traffic signal maintenance and repairs will cost $66,000. An additional $3,000 is appropriated for the City's share of traffic signal maintenance costs on intersections maintained exclusively by IDOT on Route 31 (funds to be paid to IDOT).

The City maintains street lights along public streets in the downtown, the Virginia Street Corridor (Carpenter Street to Coventry Lane), and US Route 14 from Coventry Lane east to Exchange Drive. Staff estimates that $33,000 will be needed for MFT-funded street light maintenance and repairs.

Snow-Fighting Materials (Total $293,200)
The Public Works Department estimates that it will spend $293,200 on snow-fighting material purchases for the remainder of 2024 (fiscal year 2024B.) This is a pro-rated amount from last year's budget. The $293,200 includes road salt, liquid calcium chloride, liquid de-icing mixture (organic and inorganic), and bag salt for sidewalks.

Annual Resurfacing Program (Total $375,000)
A portion of the City's annual resurfacing program will be paid utilizing MFT funds. The total MFT amount for the 2024 resurfacing program is proposed at $375,000.

Total estimated expenditures are $770,200. Any funds that are obligated and not spent will be returned to the City's unobligated MFT fund balance. The funds will then be available for future projects.

Votes Required to Pass:
Simple majority

Illinois Department of Transportation

Resolution for Maintenance Under the Illinois Highway Code

District	County	Resolution Number	Resolution Type	Section Number
1	McHenry		Supplemental	24-00000-00-GM

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type) of Crystal Lake (Name of Local Public Agency) Illinois that there is hereby appropriated the sum of

seven hundred seventy thousand two hundred Dollars ($770,200.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

05/01/24 (Beginning Date) to 12/31/24 (Ending Date).

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City (Local Public Agency Type) of Crystal Lake (Name of Local Public Agency) shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

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

I _____ (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type)

of Crystal Lake (Name of Local Public Agency) in the State of Illinois, and keeper of the records and files thereof, as

provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council (Governing Body Type) of Crystal Lake (Name of Local Public Agency) at a meeting held on 03/19/24 (Date).

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

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

Draft

Illinois Department of Transportation

Local Public Agency General Maintenance

Estimate of Maintenance Costs

Submittal Type: Supplemental

District	Estimate of Cost For
1	Municipality

Local Public Agency	County	Section Number	Maintenance Period Beginning	Ending
Crystal Lake	McHenry	24-00000-00-GM	05/01/24	12/31/24

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Traffic Signal Maintenance	IIB	No	Maintenance	LS	1	$45,000.00	$45,000.00	$45,000.00
		No	Emergency Repairs	LS	1	$21,000.00	$21,000.00	$21,000.00
Street Light Maintenance	IIB	No	Maintenance	LS	1	$18,000.00	$18,000.00	$18,000.00
			Emergency Repairs	LS	1	$15,000.00	$15,000.00	$15,000.00
Lake County Road Salt Bid	III	No	Salt	TON	2,400	$100.00	$240,000.00	$240,000.00
Snow & Ice Control	IIA	No	Sidewalk Salt	LB	4,000	$0.80	$3,200.00	$3,200.00
	IIA	No	Liquid CaCl	Gal	20,000	$1.00	$20,000.00	$20,000.00
	III	No	Super Mix	Gal	30,000	$1.00	$30,000.00	$30,000.00
Traffic Signal Maintenance - State	IIA	No	Maintenance	LS	1	$3,000.00	$3,000.00	$3,000.00
Resurfacing	IV	No	Maintenance	LS	1	$375,000.00	$375,000.00	$375,000.00
							Total Operation Cost	$770,200.00

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor	$0.00	$0.00	$0.00	$0.00
Local Public Agency Equipment	$0.00	$0.00	$0.00	$0.00
Materials/Contracts(Non Bid Items)	$23,200.00	$0.00	$0.00	$23,200.00
Materials/Deliver & Install/Materials Quotations (Bid Items)	$270,000.00	$0.00	$0.00	$270,000.00
Formal Contract (Bid Items)	$477,000.00	$0.00	$1,375,000.00	$1,852,000.00
Maintenance Total	$770,200.00	$0.00	$1,375,000.00	$2,145,200.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering	$0.00	$0.00	$0.00	$0.00
Engineering Inspection	$0.00	$0.00	$0.00	$0.00
Material Testing	$0.00	$0.00	$0.00	$0.00
Advertising	$0.00	$0.00	$0.00	$0.00
Bridge Inspection Engineering	$0.00	$0.00	$0.00	$0.00
Maintenance Engineering Total	$0.00	$0.00	$0.00	$0.00
Total Estimated Maintenance	$770,200.00	$0.00	$1,375,000.00	$2,145,200.00

Remarks

Road salt will be purchased through the Lake County MPI bid.

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Estimate of Maintenance Costs

Submittal Type: Supplemental

Local Public Agency	County	Section	Maintenance Period Beginning	Ending
Crystal Lake	McHenry	24-00000-00-GM	05/01/24	12/31/24

SUBMITTED

Local Public Agency Official Signature & Date

Title

County Engineer/Superintendent of Highways Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

IDOT Department Use Only

Received Location | Received Date | Additional Location? ☐

WMFT Entry By | Entry Date

Draft

Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date: March 19, 2024

Item: Amendment of the City's Home Rule Municipal Retailers and Service Occupation Tax

Staff Recommendation: Motion to adopt an Ordinance amending Article I of Chapter 467 of the City Code pertaining to the rate imposed for the Home Rule Municipal Retailers' Occupation Tax and Municipal Service Occupation Tax

Staff Contact: Eric Helm, City Manager
Jodie Hartman, Director of Finance

Background:

Crystal Lake, like all municipalities, relies on a variety of revenue sources to raise funds, from tax revenue to collection of fees and fines. This money is utilized to fund public services, maintain and improve infrastructure and other capital assets, respond to emergencies such as natural disasters and to pay employees. On March 18, 2008, the City Council approved a Home Rule Sales Tax for the City of Crystal Lake consisting of a Municipal Retailers' Occupation Tax and a Municipal Service Occupation Tax, each of which were established at 0.75%. These home rule sales taxes have not been amended since their inception. With the growing demand for public safety enhancements and unfunded legal mandates, Staff is recommending an increase of 0.25% to the City's Home Rule Sales Tax.

Discussion:

The City receives two different sales tax distributions each month from the State of Illinois. The State of Illinois collects 1% of all taxable sales on behalf of municipalities (State Sales Tax) as well as any Home Rule Sales Taxes for those municipalities that have enacted such taxes. As a Home Rule unit of government, the City has the authority to determine the rate of the Home Rule Sales Tax. Statutorily, there is no rate limit for Home Rule communities, however the State of Illinois requires any changes be in 0.25% increments. Non-home rule communities are capped at 1%.

The State has established three rate structures for sales taxes in Illinois. These are 1) qualifying food, drugs and medical appliances, 2) titled items such as vehicles, watercraft and mobile homes,

and 3) general merchandise. While the State Sales Tax applies to all three categories, the Home Rule Sales Tax is only applicable to the general merchandise category. General merchandise includes sales of MOST other goods, such as clothes, shoes, electronics, or jewelry. Purchases of qualified food, drugs and medical appliances, as are titled items (vehicles, boats, etc.), are excluded from the Home Rule Sales Tax, including:

- food that has not been prepared for immediate consumption, such as most food sold at grocery stores, excluding hot foods, food consisting of or infused with adult use cannabis, alcoholic beverages, candy, and soft drinks;
- prescription medicines and nonprescription items claimed to have medicinal value, such as aspirin, cough medicine, and medicated hand lotion, excluding grooming and hygiene products; and
- prescription and nonprescription medical appliances that directly replace a malfunctioning part of the human body, such as corrective eyewear, contact lenses, prostheses, insulin syringes, and dentures.

These sales taxes provide critical support of operations in key areas such as public safety, streets, fleets, facilities, community development, administration and the Three Oaks Recreation Area. The increase in taxes is necessary to offset public safety enhancements (Police and Fire Rescue). As the City continues to see new areas develop, the demand on core services has grown as well. This revenue source provides for the cost of those services to be shared by residents and non-residents who shop in Crystal Lake.

Many area home rule communities have passed a Home Rule Sales Tax. The chart below illustrates the current rates of several local communities, both their Home Rule Tax Rate and their total current Sales Tax Rate. As can be seen in the chart, Crystal Lake is currently below all the municipalities in the list at 0.75% for the Home Rule Sales Tax. The amendment would increase Crystal Lake to 1.00% for Home Rule Sales Tax and to 8.00% overall. The new rates would still be in line with area municipalities, with only the City of McHenry lower than 8% as of now.

Municipality	Home Rule Tax Rate	Total Current Sales Tax Rate (1)
McHenry County		
Crystal Lake - Current	0.75%	7.75%
McHenry (City)	0.75%	7.75%
Algonquin	1.00%	8.00%
Crystal Lake – Proposed	1.00%	8.00%
Huntley	1.00%	8.00%
Lake in the Hills	1.00%	8.00%
Woodstock	1.00%	8.00%
Other Illinois Home Rule Examples		
Bloomington	2.50%	8.75%
Carpentersville	2.00%	9.00%
Palatine	1.00%	10.00%
Elgin	1.50%	10.50%
East Dundee	2.00%	11.00%
Schaumburg	1.00%	10.00%

(1) As of January 2024

As part of his proposed budget address, Governor Pritzker announced plans to permanently eliminate the 1% State Sales Tax on groceries. Should the State eliminate the 1% tax on groceries and not replace the revenue for municipalities, it is likely that some Home Rule communities throughout the State will be recommending increases to their Home Rule Sales Tax rate in the coming months to offset the considerable losses for operational funding.

Votes Required to Pass: Simple Majority.

ORDINANCE
AMENDING THE CODE OF THE CITY OF CRYSTAL LAKE, ILLINOIS TO RELATING TO THE HOME RULE MUNICIPAL SERVICE RETAILERS' OCCUPATION TAX AND HOME RULE MUNICIPAL SERVICE OCCUPATION TAX

WHEREAS, Article I of the City Code currently imposes a Home Rule Municipal Retailers' Occupation Tax upon all persons in the City of Crystal Lake (the "City") engaged in the business of selling tangible personal property at retail at the rate of three quarters of a percent (0.75%) of the gross receipt from such sales (the "Retailers Occupation Tax"); and

WHEREAS, Article I of the City Code additionally imposes a Home Rule Municipal Service Occupation Tax upon all persons in the City engaged in the business of making sales of service, at the rate three quarters of a percent (0.75%) of the selling price of all tangible personal property transferred by such servicemen as an incident to the sale of service (the "Service Occupation Tax")

WHEREAS, the Mayor and City Council have found and determined that it is necessary and appropriate and in the best interests of the City and its residents that the Retailers' Occupation Tax and the Service Occupation Tax each be increased to one percent (1%)

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

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

Draft

SECTION TWO. Amendment to Article I of Chapter 467. The title to Article I of Chapter 467 as well as the provisions of Section 467-1 are hereby amended to read as follows:

[additions are reflected by **bold** and underlined and deletions are reflected by ~~strikethroughs~~]

Article I ~~Retailers' Occupation Tax~~ **Home Rule Municipal Retailers' and Service Occupation Tax**

§ 467-1. Home Rule Municipal Retailers' Occupation Tax and Home Rule Municipal Service Occupation Tax ~~– Imposed; rate~~

A) **Tax Imposed.** A tax is hereby imposed upon all persons engaged in the business of selling tangible personal property, other than an item of tangible personal property titled or registered with an agency of this State's government, at retail in the City of Crystal Lake at the rate of ~~three fourths of~~ one percent (1.0%) of the gross receipts from such sales made in the course of such business while this ordinance is in effect; and a tax is hereby imposed upon all persons engaged in the City of Crystal Lake in the business of making sales of service, at the rate of ~~three fourths~~ of one percent (1.0%) of the selling price of all tangible personal property transferred by such servicemen as an incident to the sale of service. ~~This~~ **The** "Home Rule Municipal Retailers' Occupation Tax" and ~~this~~ **the** "Home Rule Municipal Service Occupation Tax" **imposed by this Section** shall not be applicable to the sales of food for human consumption which is to be consumed off the premises where it is sold (other than alcoholic beverages, **food consisting of or infused with adult use cannabis**, soft drinks, and food that has been prepared for immediate consumption) and prescriptions and non-prescription medicines, drugs**, products classified as Class III medical devices by the United States Food and Drug Administration that are used for cancer treatment, pursuant to a prescription, as well as any accessories and components related to those devices, modifications to a motor vehicle for the purpose of rendering it usable by a person with a disability,** medical appliances and insulin, **blood sugar** and urine testing materials, syringes and needles used by diabetics **or such other sales of tangible personal property as may be exempt from such taxes pursuant to Sections 5/8-11-1 and 5/8-11-5 of the Illinois Municipal Code**. The imposition of ~~this~~ **these** home rule taxes is in accordance with the provisions of Sections 8-11-1 and 8-11-5~~.~~**, respectively, of the Illinois Municipal Code (65 ILCS 5/8-11-1 and 5/8-11-5).**

B) **Collection. The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois. The Department of Revenue shall have full power to administer and enforce the provisions of this Section**

SECTION THREE: The Municipal Clerk is hereby directed to file a certified copy of this ordinance with the Illinois Department of Revenue on or before the first day of April 2024.

Draft

SECTION FOUR: This ordinance shall take effect on the first day of July, 2024 next following the adoption and filing of this ordinance with the Department of Revenue.

DATED at Crystal Lake, Illinois, this 19th day of March 2024.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

PASSED: March 19, 2024

APPROVED: March 19, 2024

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

Draft

Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date: March 19, 2024

Item: Ordinance waiving the procurement requirements under City Code Section 102-8 and awarding the contract for Geographic Information System (GIS) services to Baxter and Woodman, Inc.

Staff Recommendation: Motion to adopt an Ordinance waiving procurement requirements under City Code Section 102-8 and awarding the contract for Geographic Information System (GIS) services to Baxter & Woodman, Inc. and adopt a Resolution authorizing the City Manager to execute a five-year contract with Baxter & Woodman, Inc. with an optional five-year extension

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

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Background:
City staff relies heavily on our Geographic Information System (GIS) to provide an intelligent, map-based database to access, visualize and analyze information on City infrastructure, property and zoning information, and to support emergency operations (Fire Department, Emergency Operations Center applications) The GIS also interfaces with the City's permitting system (Accela).

The City began utilizing GIS in the mid 1990's. As the system evolved over time and our GIS needs increased, the City joined a multi-governmental consortium with other northern Illinois communities (Geographic Information System Consortium – GISC) in 2015 to assist the City in providing GIS services. The Consortium, which consists of approximately 35 communities, contracts with a private provider (consultant) Municipal GIS Partners (MGP) to provide technology and staffing to the communities within the Consortium. In 2019, the City expended considerable staff resources reviewing the GIS system, future needs for Crystal Lake, and the cost of services. This review resulted in issuance of a Request for Proposal (RFP) for GIS services. The RFP process resulted in selecting Baxter and Woodman, Inc. as the City's GIS consultant for five years. During the last five years, Baxter and Woodman has provided excellent service and has significantly enhanced the City's GIS capabilities and at a lower annual cost. The current GIS

contract is based on hourly rates with an annual not-to-exceed amount adopted in the annual budget. Baxter and Woodman has agreed to extend services under the same contract terms (hourly rates with annual escalator based on 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. A three percent (3%) annual escalation has been assumed for budgeting purposes. The estimated rates and total program costs for the next five years, by employee classification, are depicted below:

Employee Classification	2024B	2025	2026	2027	2028
GIS Program Manager	$162	$167	$172	$177	$182
Program Technical Lead	$162	$167	$172	$177	$182
Spatial Technology Specialist	$131	$135	$139	$143	$147
Surveyor / Drone Technician	$120	$124	$127	$131	$135
Est. Annual Budget =	**$120,805**	**$197,000**	**$202,900**	**$209,000**	**$215,300**

Recommendation:

This contract is being presented with a request to waive the procurement process outlined in section 102-8 of the City Code. The current City Code does not allow for the selection of engineering services based solely on technical expertise or their experience on previous phases of a project (extension of a project). This can lead to increased costs and/or delays by potentially bringing on a new engineering firm that does not have the institutional knowledge of the previous phase of a project or is not as experienced in a particular facet of design. The City Code is also more restrictive than the state statute governing the selection of engineering services for non-home rule communities (The Architectural, Engineering, and Land Surveying Qualifications Based Selection Act (30 ILCS 535). Staff recommends waiving the procurement requirements outlined in Section 102-8 of the City codes for the following reasons:

- Baxter and Woodman, Inc. (B&W) has been the City's GIS provider for the past five years and has a significant level of knowledge of the City's GIS. When the City changed GIS providers in 2019, the City incurred transition costs of approximately $20,000 to change providers.

- Staff has reviewed the proposed hourly rates and finds them comparable to what other similar engineering firms charge for these services. The rates will also be constrained by the CPI.

- The City's GIS system is utilized daily, including for emergency services and continuity of operation is critical to the City.

Based upon the factors discussed above, staff believes that awarding the contract to Baxter & Woodman, Inc. would be "the most advantageous to the City" and that Baxter & Woodman, Inc. is most well-suited for this project. The engineering portion of this project is included in the Fiscal Year 2023/2024 Capital Budget and proposed in the Fiscal Year 2024B Capital Budget.

Votes Required to Pass:

Two-thirds of the City Council members holding office (four votes) excluding the mayor.

Ordinance #:

ORDINANCE APPROVING THE WAIVER OF PROCUREMENT PROCEDURES OF THE CITY CODE SECTION 102-8

WHEREAS the CITY OF CRYSTAL LAKE relies daily on its Geographic Information System (GIS) for operations, analysis, planning and emergency response; and

WHEREAS, on March 19, 2019 the CITY awarded a five-year contract for GIS services to Baxter and Woodman, Inc.; and

WHEREAS, Baxter and Woodman, Inc. satisfactorily completed the contracted services within budget; and

WHEREAS, the CITY is desirous of extending its existing relationship with Baxter and Woodman by entering into a contract for GIS services for a term of five (5) years with an option for an additional five years.

WHEREAS, the Mayor and City Council have found and determined that waiver of the formal procurement procedures under 102-8 of the City Code would be in the best interest of the City and its residents.

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

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

SECTION TWO. Waiver of Procurement of Architect, Engineer, and Land Surveying Services. The waiver of the formal procurement requirements under Section 102-3 of the Code is approved and the City Manager is hereby authorized to enter into a contract with Baxter and Woodman, Inc. for GIS services for five years at the rates specified with an optional extension

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of five years. Annual total compensation will be based on the approved annual budget for GIS services as approved by the City Council.

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

DATED this 19th day of March, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: March 19, 2024
APPROVED: March 19, 2024

Draft

Michael Magnuson P.E.

From: Henry J. Pelesh <HPelesh@baxterwoodman.com>
Sent: Thursday, March 7, 2024 11:54 AM
To: Michael Magnuson P.E.
Cc: Andrew E. Zaletel; Peter C. Ferretti
Subject: Crystal Lake GIS - Updated Rates Table
Attachments: Contract_5Year_RateSheet.xlsx

Stop - Look - Think - Decide: This email originated from outside of the City. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Hi Mike,

Please see the attached file with the updated rates. Let us know if you have any questions or comments.

Thank you,

Henry J. Pelesh
GIS Solutions Lead
Baxter & Woodman, Inc.
8678 Ridgefield Rd, Crystal Lake, IL 60012
815.444.3254 | hpelesh@baxterwoodman.com

Geographic Information System (GIS) Services
Fiscal Years 2024 - 2028
3/7/2024

Employee Classification	2024 Rate	2025	2026	2027	2028
GIS Program Manager	$162	$167	$172	$177	$182
Program Technical Lead	$162	$167	$172	$177	$182
Spatial Technology Specialist	$131	$135	$139	$143	$147
Surveyor / Drone Technician	$120	$124	$127	$131	$135

Rates shall be allowed to increase each year based on the Consumer Price Index

Agenda Item No: 18

City Council
Agenda Supplement

Meeting Date: March 19, 2024

Item: Ordinance waiving the procurement requirements for professional engineering services under City Code Section 102-8 and awarding the contract for Design Engineering Services for the Three Oaks Recreation Area Water Level Improvement to Christopher B. Burke Engineering

Staff Recommendation: Motion to adopt an Ordinance waiving procurement requirements under City Code Section 102-8 and awarding the proposal for Three Oaks Recreation Area Water Level Design Engineering services to Christopher B. Burke Engineering and authorizing the City Manager to execute an agreement with Christopher B. Burke Engineering for the Three Oaks Recreation Area Water Level Design Engineering Consultant Services in the amount of $202,971.00, approve warranted changes for up to 10 percent of the agreement cost, and to approve warranted completion date extensions

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

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Background:
Over the last several years, staff has been working diligently to design a cost effective outlet control system 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 for the contractor 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. Design engineering will be required for the second option to prepare the required plans, specifications, and bidding documents to allow this project to be bid out for construction.

Consultant Selection Process
Design of the water level control project has been very challenging. A qualified consulting firm with extensive knowledge depth is needed. Christopher B. Burke Engineering (CBBEL) has been the City's stormwater consultant for over 15 years, has successfully completed numerous challenging stormwater projects for the City, and also completed the alternative analysis for the Three Oaks Recreation Area Water Level improvement.

Recommendation:
This contract is being presented with a request to waive the procurement process outlined in section 102-8 of the City Code. The current City Code does not allow for the selection of engineering services based solely on technical expertise or their experience on previous phases of a project (extension of a project). This can lead to increased costs and/or delays by potentially bringing on a new engineering firm that does not have the institutional knowledge of the previous phase of a project or is not as experienced in a particular facet of design. The City Code is also more restrictive than the state statute governing the selection of engineering services for non-home rule communities (The Architectural, Engineering, and Land Surveying Qualifications Based Selection Act (30 ILCS 535). Staff recommends waiving the procurement requirements outlined in Section 102-8 of the City codes for the following reasons:

- Christopher B. Burke Engineering (CBBEL) has researched and analyzed the Three Oaks Recreation Area water level (flooding) on several occasions and has a significant level of knowledge of the issues and requirements for the water level control project.

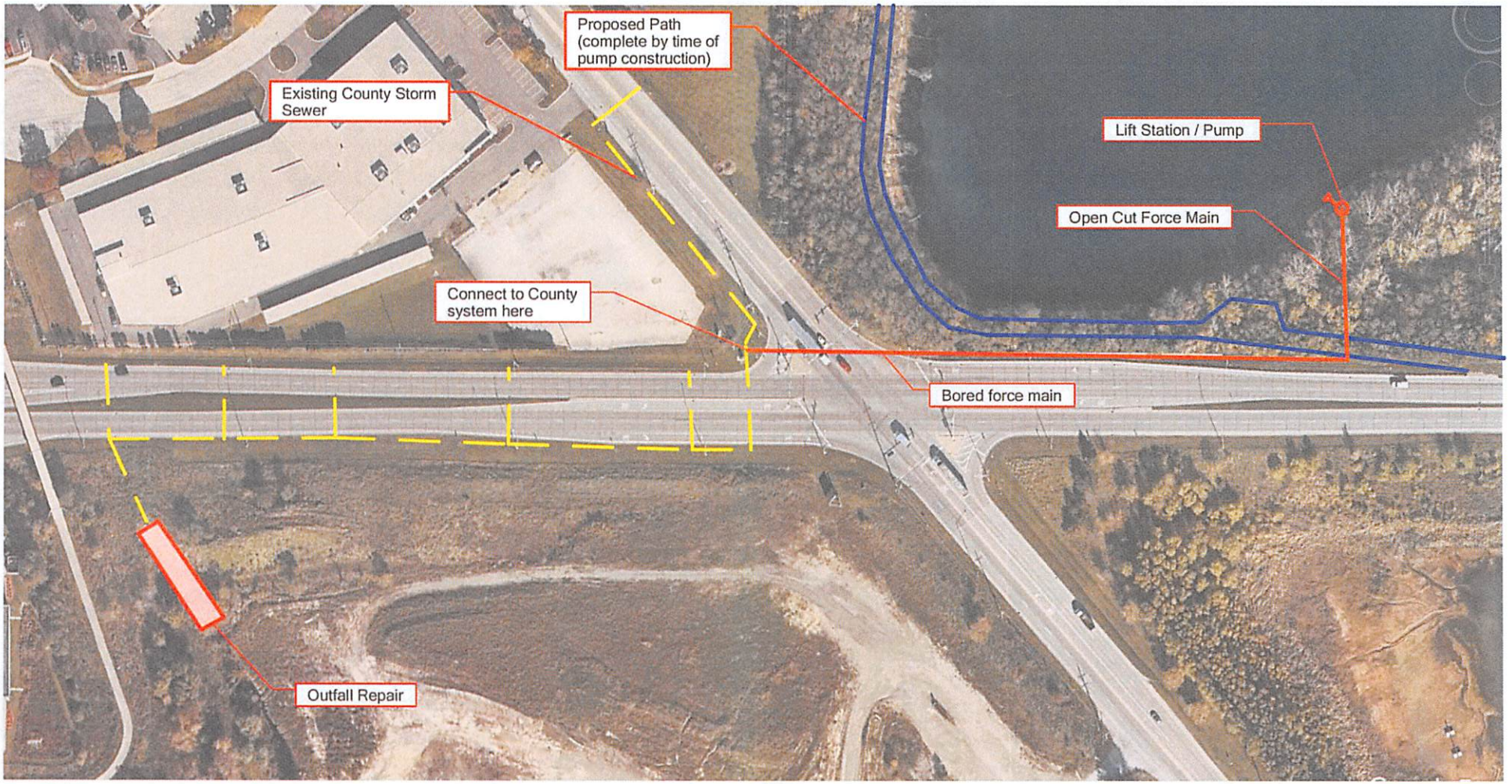
- Staff has reviewed the proposed scope, fee and hourly rates and finds them comparable to what other similar engineering firms charge for these services.

- CBBEL has successfully performed similar work for the City on both stormwater projects and pump station projects and has an excellent working relationship with the City.

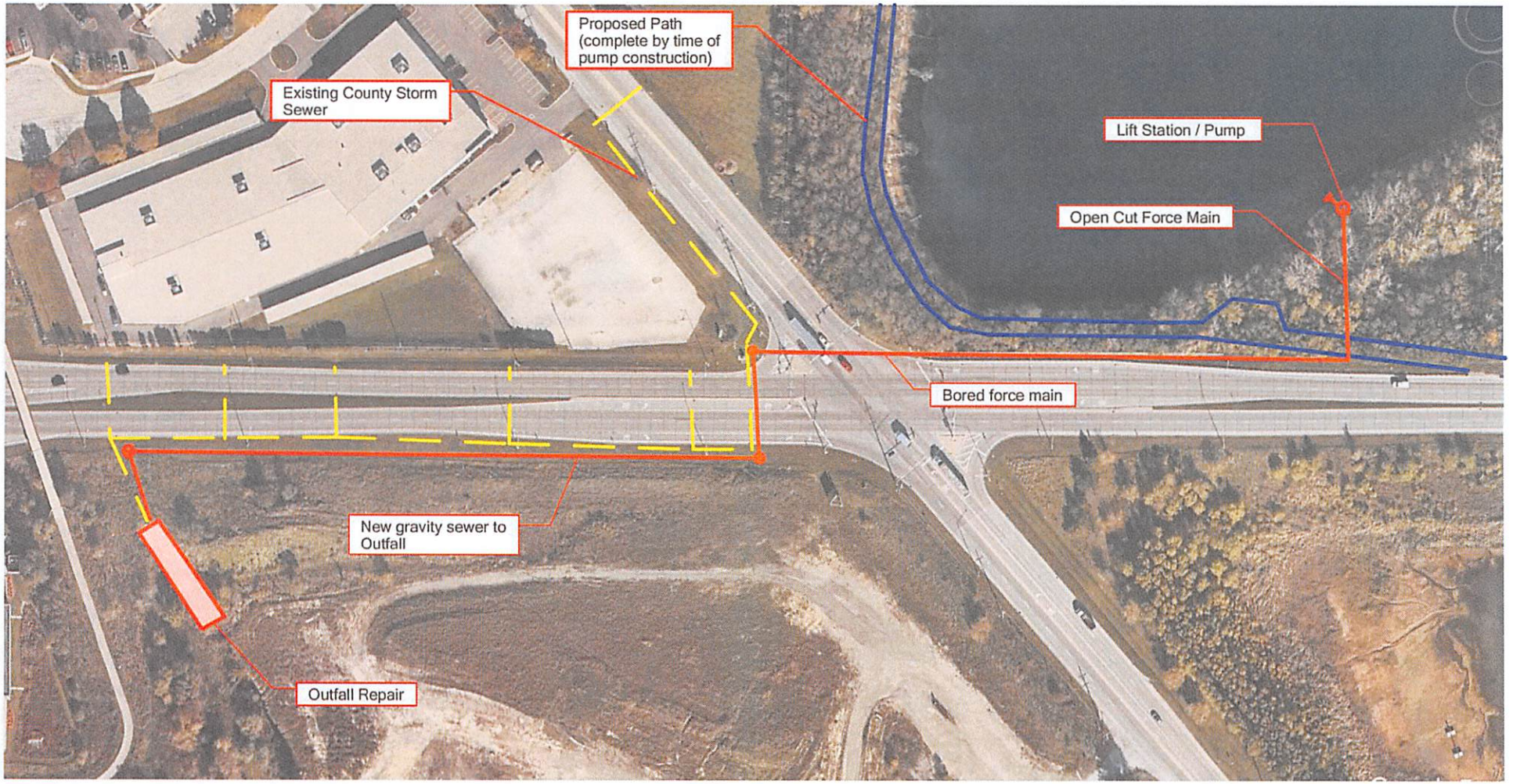
Based upon the factors discussed above, staff believes that awarding the contract to CBBEL would be "the most advantageous to the City" and that CBBEL is most well-suited for this project. The engineering portion of this project is included in the Fiscal Year 2023/2024 Capital Budget and proposed in the Fiscal Year 2024B Capital Budget.

Votes Required to Pass:
Two-thirds of the City Council members holding office (four votes) excluding the mayor.

Pump Option #3



Pump Option #4



Ordinance #:

ORDINANCE APPROVING THE WAIVER OF PROCUREMENT PROCEDURES OF THE CITY CODE SECTION 102-8

WHEREAS, the CITY OF CRYSTAL LAKE desires to have the ability to control the lake levels at the Three Oaks Recreation Area facility to prevent damage to park facilities and buildings; and

WHEREAS, in order to ensure the project is designed and constructed in accordance with local requirements, specialized consulting engineering services for design engineering are required to augment staff resources; and

WHEREAS, Christopher B. Burke Engineering has successfully completed stormwater projects within the City, is the City's current stormwater consultant and is very familiar with the Three Oaks Recreation Area stormwater outlet project; and

WHEREAS, the Mayor and City Council have found and determined that waiver of the formal procurement procedures under 102-8 of the City Code would be in the best interest of the City and its residents.

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

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

SECTION TWO. Waiver of Procurement of Architect, Engineer, and Land Surveying Services. The waiver of the formal procurement requirements under Section 102-3 of the Code is approved and the City Manager is hereby authorized to enter into an agreement with Christopher B. Burke Engineering for design engineering services in the amount of $202,971.00 for the Three Oaks Recreation Area Water Level improvement and the City Manager is authorized to approve warranted changes orders for up to ten percent (10%) of the agreement value and to approve warranted time extensions.

Draft

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

DATED this 19th day of March, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: March 19, 2024
APPROVED: March 19, 2024

Draft

CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

March 7, 2024

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

Attention: Abigail Wilgreen

Subject: Proposal for Professional Design Engineering and Permitting Services
Three Oaks Recreational Area Stormwater Pump Station
City of Crystal Lake, McHenry County, IL

Dear Ms. Wilgreen:

Per our recent meeting, Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal to perform design engineering and permitting services for the stormwater pump station at the Three Oaks Recreation Area (TORA). This proposal includes our Understanding of Assignment, Scope of Services and Fee Estimate.

UNDERSTANDING OF ASSIGNMENT

The former quarries at TORA provide a water feature for the current site use as a recreational area. The quarries are interconnected, but there is no surface outlet. It is our understanding that the City of Crystal Lake (City) would like to have the ability to lower the water level in the quarries during periods of very high water. The high water levels most recently occurred in 2019 – 2020, when the water levels surpassed an elevation of 866 ft. This is several feet above the anticipated Base Flood Elevation (BFE) of the quarries and caused a significant disruption in the operations at TORA.

CBBEL produced several technical memoranda in 2019 and 2020 that analyzed various alternatives to reduce high water levels in the quarries. These included installation of a gravity outlet pipe, multiple drywells, and a stormwater pump station. It is our understanding that the City did not wish to pursue drywells, and the gravity pipe was cost-prohibitive due to the depth and uncertain subsurface conditions. This current proposal includes design and permitting of a stormwater pump station that would discharge water from the south quarry during high water levels into the McHenry County Division of Transportation (McDOT) storm sewer on Rakow Road or a separate storm sewer as shown on the attached exhibits (Options 3 and 4) prepared by the City. The storm sewer forcemain will be directionally bored for portions and will discharge into a gravity storm sewer system. The outfall location is currently experiencing severe erosion, and the design of this project will include reconstruction of the outfall into the channel.

CBBEL's services will include a topographic survey of the pathway from Rakow Road down to the location of the stormwater pump station that is currently being constructed. We will also

survey the northwest corner of the intersection of Rakow Road and Virginia Avenue, the discharge location of the McDOT storm sewer system into the channel, and the McDOT storm sewer system in between the two locations. Additional survey will be required if Option 4 is selected. In all cases, this assumes that we can re-use the Fehr Graham survey of the southwest corner of the quarry. The survey scope does not include any plats or legals.

CBBEL will utilize our geotechnical sub-consultant, Testing Services Corporation (TSC) to complete two soil borings. One soil boring will be at the outfall, and the other will be at the location of the forcemain discharge into the gravity storm sewer system. This assumes that the previous soil borings by TSC in the area of the proposed pump station can be re-used for this analysis.

We will utilize the survey to update the previously prepared XP-SWMM hydrologic and hydraulic model of TORA, the proposed pump station, storm sewer, and outfall channel. The XP-SWMM model will be utilized to complete the final sizing of the pumps and for any hydrologic and hydraulic analyses needed for permitting and storm sewer sizing. This includes updated modeling to verify no downstream impacts from the proposed pumping of stormwater. The modeling will also be used to generate velocity and depth calculations to design the outfall repairs and reconfiguration.

CBBEL will prepare preliminary and final design of the proposed pump station, storm sewer system, and outfall reconstruction. A preliminary design memorandum will be prepared that will document the pump station and forcemain design assumptions that will be the basis for the final design. Pre-final plans, specifications and estimates will be prepared for review by City Staff. Upon receipt of comments, CBBEL will prepare the final documents for bidding and assist with the bidding process.

It is anticipated that permits will be required from the McDOT for a new storm sewer in the roadway ROW. A permit from the U.S. Army Corps of Engineers (USACE) may also be required for work in the outlet channel, but the work in the quarry will not be subject to wetland regulations. It is assumed that a stormwater permit will be required from the City of Crytal Lake only, and documentation, calculations and exhibits may be required to verify that the pumping of water will not have any downstream impacts. It is our assumption that the total site disturbance will be less than 1 acre and an Illinois Environmental Protection Agency (IEPA) National Pollutant Discharge Elimination System (NPDES) ILR10 Construction Permit will not be required.

SCOPE OF SERVICES

The scope of services assumes that the design and permitting work will be completed for Option 3 on the attached exhibits. We have included supplemental hours for Option 4 under the same task structure in the Fee Estimate.

Task 1 – Site Visit, Data Collection, and Kickoff Meeting: CBBEL will visit the site to take field measurements, photographs, and identify conflicts that may need to be addressed during the project design. This will be performed by a civil engineer, mechanical engineer, and a water resources engineer. We will also meet with City staff for a kickoff meeting, either virtually or in person and coordinated with the site visit.

Task 2A –Topographic Survey: As part of this task, CBBEL will perform a topographic survey of the project areas as described above. The survey will be used as a base map for design purposes.

Included are the following survey tasks:

1. Horizontal Control: Utilizing state plane coordinates, CBBEL will tie into NGS Monumentation control utilizing state-of-the-art GPS equipment. Horizontal Datum will correlate with established/existing NGS control monuments (NAD '83, Illinois East Zone 1201).

2. Vertical Control: Establish site benchmarks for construction purposes, tied to the NAVD '88 Vertical Datum. State-of-the-art GPS equipment will be used to establish benchmarks and assign a vertical datum on the horizontal control points. This will be based on GPS observed NGS Monumentation (NAVD '88 Datum).

3. CBBEL will field locate all pavements, driveways, bike path, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, crossroad culverts, etc. within the project limits (as per attached exhibit). Field location of all above ground utilities including, but not limited to: water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc.

4. All trees of 6 inch caliper or greater to be surveyed within Project Areas, & Tree Line only of forested and landscaped areas. Provide tree size, location and elevation on survey.

5. Office calculations and plotting of field and record data.

6. Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features.

7. Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located. No JULIE Utility Survey Coordination is included in this task.

8. Office contouring of field data and one foot contour intervals.

9. Drafting of an Existing Conditions Plan at a scale of 1"=20'.

***NOTE: Boundary/Land Acquisition Survey, Plats of Easement, and Right-of-Way/Plat of Highway Scope of Services are not included in this proposal.**

Task 2B – J.U.L.I.E. Utility Coordination: CBBEL will coordinate with J.U.L.I.E. to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities / obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and J.U.L.I.E. Utility Coordination. All utilities / obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities / obstructions / systems whether or not shown on base map. J.U.L.I.E. Utility Coordination Atlas information is typically isolated to Public Right-of-Way & limited areas adjacent to Public Right-of-Way. Identification of all private utilities within project area (on-site) is the responsibility of the client.

Task 3 – Geotechnical Borings: CBBEL will utilize our geotechnical sub-consultant (TSC) to complete two soil borings and provide a report regarding the subsurface conditions and suitability for CCDD disposal at these two locations. This assumes that the previous soil

borings by TSC in the area of the proposed pump station can be re-used for this analysis. If additional soil borings are required a supplemental proposal will be provided.

Task 4 – Evaluation of Geotechnical Report: CBBEL will review the results of the geotechnical report and incorporate the findings into the preliminary and final engineering. We will also meet with the City to discuss the findings.

Task 5 – Wetland Field Reconnaissance: An investigation of the project site will be completed to delineate the limits of wetlands and waters of the United States present. We understand that the former quarry is exempt from federal regulation, so the focus of the wetland field work will be the outfall channel. The delineation will be completed based on the methodology established by the USACE. Also, during the site visit, wildlife and plant community qualities will be assessed. The limits of the wetland community will be field staked so that they can be professionally surveyed by others in relation to the project coordinate system. We also will locate the delineated boundaries using a submeter accuracy handheld GPS unit.

Task 6 – Wetland Letter Report: The results of the field reconnaissance will be summarized in a letter report. The wetlands' generalized quality ratings, according to the Swink and Wilhelm Methodology (1994), will be included along with exhibits depicting the approximate wetland and project boundaries, National Wetland Inventory, Soil Survey, floodplain, USGS topography, site photographs and their locations, and the USACE Routine On-Site Data Forms. If the delineation is field surveyed, that will be used as our base wetland boundary map, otherwise we will use the best available aerial photograph.

Task 7 – USACE Jurisdictional Determination: CBBEL will submit the report prepared under Task 6 to the USACE to obtain a jurisdictional determination for any wetlands or waters of the U.S. identified within the study area. This task includes attending a field meeting with the USACE.

Task 8 – Threatened/Endangered Species Consultation: CBBEL will submit an EcoCAT request to the Illinois Department of Natural Resources (IDNR) and complete an IPaC review using the U.S. Fish and Wildlife Service (USFWS) methodology. This task does not include formal consultation with IDNR or USFWS if impacts to species will result from the project.

Task 9 – Hydrologic and Hydraulic Modeling: CBBEL will update the previously completed XP-SWMM model to include the new pump station alignment, forcemain, and gravity storm sewer system. The modeling will be extended downstream to the storm sewer outfall and channel so that the hydraulics of this area can be analyzed as part of the outfall reconstruction. We will also request and review the available information for the Rakow Road storm sewer system to verify the hydraulic calculations are consistent between the two studies. In addition to the XP-SWMM model, CBBEL will prepare a Hydraflow storm sewer model of the existing and proposed storm Rakow Road storm sewer systems that will be necessary for permit submittals. The results of the hydrologic and hydraulic modeling will be summarized in a technical memorandum.

Task 10 – Pump Station Utility Coordination: CBBEL will coordinate with the local electric utility company to provide three phase electric service to the pump station.

Task 11 – Preparation of Pump Station Preliminary Design Memorandum: This task will include a general description of the proposed pump station improvements and will detail pump station design parameters such as range of pumping flow rate, pumping head, motor horsepower, and general configuration of the wet well, controls, enclosures, discharge piping and valves, forcemain plan and profile along Rakow Road and site amenities. Pump controls and portable standby generator connections will be housed in a weather-proof standalone aluminum or stainless-steel enclosure on a concrete slab on grade. The preparation of the Preliminary Design Memorandum establishes the design parameters prior to final drawing preparation. Once design parameters and requirements are established by the Design Memorandum and agreed upon, we will proceed with preparation of pre-final plans and specifications. One meeting has been assumed for presentation and discussion of the Design Memorandum.

Task 12 – Preparation of Plans and Specifications: CBBEL will prepare technical specifications and design drawings for the proposed pump station, forcemain, gravity storm sewer, and outfall reconstruction.

Task 12A – Mechanical Design:
The drawings will include a site plan, plan and section views detailing the work to be performed along with mechanical, electrical and civil details, and provisions for SCADA communication using the City's established SCADA system integrator. The drawings will include a one-line diagram of the pump power plan and controls, and details of site-specific equipment. Technical specifications will be prepared for all equipment to be included in the project. CBBEL will prepare an opinion of probable construction cost for the pump station improvements. These will be incorporated into the overall project design documents for each submittal.

Task 12B – Civil Design:
CBBEL will prepare construction drawings and technical specifications for the subject project in accordance with IDOT standards.

Sheet Name	# of Sheets	Hours per Sheet	Hours
Cover Sheet	1	8	8
General Notes	1	8	8
Summary of Quantities	1	10	10
Typical Sections and Construction Details	1	8	8
Existing Conditions /Removal Plan	1	8	8
Outfall Grading Plan, Details and Notes	2	12	24
SESC Details and Notes	3	12	36
Specifications			8
Quantities/Cost Estimate			8
Total Hours			**118**

Prefinal drawings, specifications, and an engineer's opinion of probable cost will also be submitted for review to the City Staff.

Task 13 – Bidding Assistance: CBBEL will work with the City to finalize the bidding documents, host a pre-bid meeting, and assist with selection of the contractor.

Task 14 – MCDOT Permit: CBBEL will prepare a permit submittal to McDOT for work in the roadway ROW. The permit submittal will include the project narrative, exhibits, and supporting hydrologic and hydraulic calculations.

Task 15 – USACE Permit: If federally jurisdictional wetlands regulated by the USACE are impacted by the project, the required exhibits, specifications, data, and project information will be compiled and assembled in a Nationwide Permit application package and submitted to the USACE. We will coordinate development of documents with you and other project team members. If it is determined that the project will require an Individual Permit, we will provide a separate proposal for additional tasks associated with that type of permit.

Task 16 – City of Crystal Lake Stormwater Permit: CBBEL will provide the City with the required information to issue itself a stormwater permit for the project. This includes exhibits, plans, narrative, and calculations supporting the design. It is anticipated that information will be required to address downstream impacts from the stormwater pumping.

Task 17 – Meetings and Agency Coordination: This task assumes four (4) meetings with the City in addition to the meetings outlined in the previous tasks. These meeting will include discussion of pre-final plan comments, support for McDOT meetings, and meetings with downstream property owners. We will also provide coordination with permitting agencies such as McDOT and the USACE through the permitting process.

FEE ESTIMATE

The estimated costs for the tasks provided above are included in the attached spreadsheet. A fee estimate has been provided for Option 3, with an additional fee if the City wishes to pursue Option 4 in addition to Option 3.

We will bill you in accordance with our previously accepted Master Agreement. Direct costs for blueprints, photocopying, mailing, mileage, overnight delivery, messenger services and report binding are included in the Fee Estimate. Please note that permit fees, meetings and additional services performed by CBBEL that are not included as part of this proposal will be billed on a time and materials basis.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,

Michael Kerr, PE
President

Encl. Exhibit w/Options 3 and 4

BY: _____

TITLE: _____

DATE: _____

FEE ESTIMATE

City of Crystal Lake
TORA Outlet Pipe Design Services
Detailed Cost Breakdown
Wednesday, March 6, 2024

TASK - BASE PROJECT (OPTION 3)	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer I/II	ENV IV	Survey V	Survey IV	Survey III	Survey II	Survey I	CAD Manager	By Others	BUDGET Hours	BUDGET Dollars
Task 1 - Site Visit, Data Collection and Kickoff Meeting	4	12	12	8										36	$ 6,756
Task 2A - Topographic Survey							4	5	9	62	62	31		176	$ 22,943
Task 2B - JULIE Utilities									20					20	$ 3,440
Task 3 - Geotechnical Borings													$ 9,000.00	0	$ 9,000
Task 4 - Evaluation of Geotechnical Report		2	12											14	$ 2,456
Task 5 - Wetland Field Reconaissance		2				12								14	$ 2,456
Task 6 - Wetland Letter Report						24								24	$ 4,080
Task 7 - USACE Jurisdictional Determination						12								12	$ 2,040
Task 8 - Threatened and Endangered Species Consultation						6								6	$ 1,020
Task 9 - Hydrologic and Hydraulic Modeling	6			60	100									166	$ 22,726
Task 10 - Pump Station Utility Coordination		8		8	8									24	$ 3,848
Task 11 - Pump Station Preparation of Prelminary Design Memorandum		16	16	16	60									108	$ 15,740
Task 12A - Preparation of Plans and Specifications - Mechanical Design		24	24	40	90									178	$ 26,042
Task 12B - Preparation of Plans and Specifications - Civil Design		12	35	36								35		118	$ 20,113
Task 13 - Bidding Assistance			16											16	$ 2,720
Task 14 - McHenry County Division of Transporation Permit		4	48	16										68	$ 11,424
Task 15 - USACE Permit						36								36	$ 6,120
Task 16 - City Stormwater Permit	2			32										34	$ 5,366
Task 17- Meetings and Agency Coordination	4	4	24	12		16								60	$ 10,460
Total Hours per Classification	16	84	187	228	258	106	4	5	29	62	62	66			
Hourly Rate (Crystal Lake 2020 Rates)	$251.00	$208.00	$170.00	$152.00	$121.00	$170.00	$229.00	$196.00	$172.00	$126.00	$100.00	$177.00			
Total Cost Per Job Category	**$4,016**	**$17,472**	**$31,790**	**$34,656**	**$31,218**	**$18,020**	**$916**	**$980**	**$4,988**	**$7,812**	**$6,200**	**$11,682**	**$9,000**	1,110	$ 178,750
Direct Costs															**$1,500**
Total Cost															**$ 180,250**

***Note Permit fees are not included**

SUPPLEMENTAL TASKS FOR OPTION 4															
Task 2A - Supplemental Survey for Option 4							1		1	12	12	4		30	$ 3,821
Task 9 - Supplemental Hydrologic and Hydraulic Modeling for Option 4	2		12	24										38	$ 6,190
Task 12A - Supplemental Mechanical Design for Option 4		6		22										28	$ 4,592
Task12B - Supplemental Civil Design for Option 4		6	15	15										36	$ 6,078
Task 13 - Bidding Assistance for Option 4 as Alternate			12											12	$ 2,040
Total Hours per Classification	2	12	27	61	0	0	1	0	1	12	12	4			
Hourly Rate (Crystal Lake 2020 Rates)	$251.00	$208.00	$170.00	$152.00	$121.00	$170.00	$229.00	$196.00	$172.00	$126.00	$100.00	$177.00			
Total Cost Per Job Category	**$502**	**$2,496**	**$4,590**	**$9,272**	**$0**	**$0**	**$229**	**$0**	**$172**	**$1,512**	**$1,200**	**$708**	**$0**	132	$ 22,721
Direct Costs															**$0**
Total Cost															**$22,721**

TOTAL COST BOTH OPTIONS = $202,971

Agenda Item No: 19

City Council
Agenda Supplement

Meeting Date: March 19, 2024

Item: Purchase of six (6) Police Department and one (1) Fire Department vehicles through the State of Illinois Central Management Services (CMS) bid for a total of $335,354.00

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute an agreement with Sutton Ford, in Matteson, IL, for the purchase of six (6) Police Department and one (1) Fire Department vehicles through the State of Illinois Central Management Services (CMS) for a total of $335,354.00

Staff Contact: Michael P. Magnuson, P.E., Director of Public Works and Engineering
James Black, Chief of Police
Craig Snyder, Chief of Fire Rescue

Background

The Police and Fire Rescue Departments received approval for fleet vehicle replacements as part of the Fiscal Year 2023-2024 Budget and proposed Fiscal Year 2024B. This budgeted request includes six (6) new Ford Interceptor utility vehicles for Police and one (1) new Ford Interceptor utility vehicle for Fire Rescue. These vehicles will replace six police patrol vehicles and one Deputy Fire Rescue Chief vehicle.

The City's purchasing policy allows procurement through cooperative contracts. Cooperative contracts are becoming increasingly popular at the federal, state, and local levels. Cooperative purchasing is popular because it can save significant time and money in contract production as well as lower contract prices through the power of aggregation. In simple terms, cooperative purchasing involves sharing procurement contracts between governments.

One cooperative is the State of Illinois Central Management Services (CMS). This program combines purchasing power, which enables significant cost reductions. The current low bid awarded contractor through the CMS contract is Sutton Ford, Matteson, Illinois. The price of the vehicles is provided below:

Vehicle	Cost
Fire Department Unit 303	$47,900.00
Police Interceptor Unit 1009	$47,909.00
Police Interceptor Unit 1033	$47,909.00
Police Interceptor Units 1024,1026,1038,1042	$191,636.00 (4 @ $47,909.00)
TOTAL	**$335,354.00**

Recommendation

Public Works staff recommends purchasing the vehicles described through the CMS Cooperative contract. The Fiscal Year 2023/2024 and proposed Fiscal Year 2024B budget contains funds for these purchases.

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE has identified the need to replace six (6) existing Police Department vehicles and one (1) existing Fire Department vehicle that have reached the end of their service life; and

WHEREAS the City has the ability to procure these vehicles through the State of Illinois Central Management Services (CMS) joint bid.

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 the purchase of seven (7) vehicles from the current State of Illinois CMS contract vendor, Sutton Ford, at a total of amount of $335,354.00.

DATED this 19th 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 19, 2024
APPROVED: March 19, 2024

Sutton Ford COMMERCIAL & FLEET

INVOICE

DATE Friday, March 8, 2024

BILL TO: **CITY OF CRYSTAL LAKE**
100 WEST WOODSTOCK STREET
CRYSTAL LAKE, IL 60014

PO#
INVOICE #

SHIP TO: **CITY OF CRYSTAL LAKE**
100 WEST WOODSTOCK STREET
CRYSTAL LAKE, IL 60014

ADDRESS CORRESPONDENCE TO:
Name NICK STARESINICH

ORDERING CONTACT DON CRISTENSON
CONTACT NUMBER
EMAIL: DCHRISTENSON@CRYSTALLAKE.ORG
ORDERING FIN:
END USER FIN:

ADDRESS PAYMENT TO:
Sutton Ford, Inc.
21315 Central Avenue
Matteson, IL 60443

END USER CRYSTAL LAKE
BUILD TYPE K8A

E-mail NSTARESINICH@SUTTONFORD.COM
Phone 708-720-8027
Issued by: NICK STARESINICH

YEAR	MAKE	MODEL DISCRIPTION	TRIM	COLOR	SUTTON NO.
2025	FORD	FORD EXPLORER PIU	K8A	WHITE	TBD
VIN					

RELEASE LINE	QTY	Commodity Information	UNIT COST	TOTAL COST
	1	POLICE INTERCEPTOR UTILITY 3.3L V6 UNIT 303 -Fire	$ 47,013.00	$ 47,013.00
67V		POLICE WIRE HARNESS CONNECTOR KIT		$ 188.00
41H		ENGINE BLOCK HEATER		$ 179.00
153		FRONT LICENSE PLATE BRACKET	NC	
942		DAYTIME RUNNING LAMPS		$ 47.00
16C		1ST AND SECOND ROW CARPET		$ 141.00
88F		2ND ROW CLOTH SEATS		$ 65.00
16D		BADGE DELETE	NC	
60R		NOISE SUPPRESSION BONDS		$ 94.00
		LICENSE AND TITLE		$ 173.00
			TOTAL	**$ 47,900.00**

PURCHASER'S SIGNATURE
DATE 3/8/2024

DEALER OR HIS AUTHORIZED REPRESENTATIVE
DATE 3/8/2024

ORIGINAL INVOICE

Sutton Ford | COMMERCIAL & FLEET

INVOICE

DATE Friday, March 8, 2024

BILL TO: **CITY OF CRYSTAL LAKE**
100 WEST WOODSTOCK STREET
CRYSTAL LAKE, IL 60014

PO#
INVOICE #

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100 WEST WOODSTOCK STREET
CRYSTAL LAKE, IL 60014

ADDRESS CORRESPONDENCE TO:
Name NICK STARESINICH

ORDERING CONTACT DON CRISTENSON
CONTACT NUMBER
EMAIL: DCHRISTENSON@CRYSTALLAKE.ORG
ORDERING FIN:
END USER FIN:

ADDRESS PAYMENT TO:
Sutton Ford, Inc.
21315 Central Avenue
Matteson, IL 60443

END USER CRYSTAL LAKE
BUILD TYPE K8A

E-mail NSTARESINICH@SUTTONFORD.COM
Phone 708-720-8027
Issued by: NICK STARESINICH

YEAR	MAKE	MODEL DISCRIPTION	TRIM	COLOR	SUTTON NO.
2025	FORD	FORD EXPLORER PIU	K8A	BLACK	TBD
VIN					

RELEASE LINE	QTY	Commodity Information	UNIT COST	TOTAL COST
	1	POLICE INTERCEPTOR UTILITY 3.3L V6 UNIT 1009	$ 47,013.00	$ 47,013.00
67V		POLICE WIRE HARNESS CONNECTOR KIT		$ 188.00
153		FRONT LICENSE PLATE BRACKET	NC	
51T		WHELEN SPOT LAMP		$ 394.00
87M		REAR CAMERA	NC	
59F		KEYED ALIKE 0576X		$ 47.00
60R		NOISE SUPRESSION BONDS		$ 94.00
		LICENSE AND TITLE		$ 173.00
			TOTAL	**$ 47,909.00**

PURCHASER'S SIGNATURE
DATE 3/8/2024

DEALER OR HIS AUTHORIZED REPRESENTATIVE
DATE 3/8/2024

ORIGINAL INVOICE

Sutton Ford | COMMERCIAL & FLEET

INVOICE

DATE Friday, March 8, 2024

BILL TO: CITY OF CRYSTAL LAKE
100 WEST WOODSTOCK STREET
CRYSTAL LAKE, IL 60014

PO#
INVOICE #

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100 WEST WOODSTOCK STREET
CRYSTAL LAKE, IL 60014

ADDRESS CORRESPONDENCE TO:
Name NICK STARESINICH

ORDERING CONTACT DON CRISTENSON
CONTACT NUMBER
EMAIL: DCHRISTENSON@CRYSTALLAKE.ORG
ORDERING FIN:
END USER FIN:

ADDRESS PAYMENT TO:
Sutton Ford, Inc.
21315 Central Avenue
Matteson, IL 60443

END USER CRYSTAL LAKE
BUILD TYPE K8A

E-mail NSTARESINICH@SUTTONFORD.COM
Phone 708-720-8027
Issued by: NICK STARESINICH

YEAR	MAKE	MODEL DISCRIPTION	TRIM	COLOR	SUTTON NO.
2025	FORD	FORD EXPLORER PIU	K8A	BLACK	TBD
VIN					

RELEASE LINE	QTY	Commodity Information	UNIT COST	TOTAL COST
	1	POLICE INTERCEPTOR UTILITY 3.3L V6 UNIT 1033	$ 47,013.00	$ 47,013.00
67V		POLICE WIRE HARNESS CONNECTOR KIT		$ 188.00
153		FRONT LICENSE PLATE BRACKET	NC	
51T		WHELEN SPOT LAMP		$ 394.00
87M		REAR CAMERA	NC	
59F		KEYED ALIKE 0576X		$ 47.00
60R		NOISE SUPRESSION BONDS		$ 94.00
		LICENSE AND TITLE		$ 173.00
			TOTAL	$ 47,909.00

PURCHASER'S SIGNATURE
DATE 3/8/2024

DEALER OR HIS AUTHORIZED REPRESENTATIVE
DATE 3/8/2024

ORIGINAL INVOICE

Sutton Ford COMMERCIAL & FLEET

INVOICE

DATE Friday, March 8, 2024

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SHIP TO: **CITY OF CRYSTAL LAKE**
100 WEST WOODSTOCK STREET
CRYSTAL LAKE, IL 60014

ADDRESS CORRESPONDENCE TO:
Name NICK STARESINICH

ORDERING CONTACT DON CRISTENSON
CONTACT NUMBER
EMAIL: DCHRISTENSON@CRYSTALLAKE.ORG
ORDERING FIN:
END USER FIN:

ADDRESS PAYMENT TO:
Sutton Ford, Inc.
21315 Central Avenue
Matteson, IL 60443

END USER CRYSTAL LAKE
BUILD TYPE K8A

E-mail NSTARESINICH@SUTTONFORD.COM
Phone 708-720-8027
Issued by: NICK STARESINICH

YEAR	MAKE	MODEL DISCRIPTION	TRIM	COLOR	SUTTON NO.
2025	FORD	FORD EXPLORER PIU	K8A	BLACK	TBD
VIN					

RELEASE LINE	QTY	Commodity Information	UNIT COST	TOTAL COST
	4	POLICE INTERCEPTOR UTILITY 3.3L V6UNITS 1024 1026 1038 1042	$ 47,013.00	$ 188,052.00
67V	4	POLICE WIRE HARNESS CONNECTOR KIT	$ 188.00	$ 752.00
153	4	FRONT LICENSE PLATE BRACKET	NC	
51T	4	WHELEN SPOT LAMP	$ 394.00	$ 1,576.00
87M	4	REAR CAMERA	NC	
59F	4	KEYED ALIKE 0576X	$ 47.00	$ 188.00
60R	4	NOISE SUPRESSION BONDS	$ 94.00	$ 376.00
		LICENSE AND TITLE	$ 173.00	$ 692.00
			TOTAL	$ 191,636.00

PURCHASER'S SIGNATURE
DATE 3/8/2024

DEALER OR HIS AUTHORIZED REPRESENTATIVE
DATE 3/8/2024

ORIGINAL INVOICE

Agenda Item No: 20

City Council
Agenda Supplement

Meeting Date: March 19, 2024

Item: Ambulance Power Load System Purchase

Staff Recommendation: Motion to adopt a Resolution waiving bidding requirements and authorizing the City Manager to execute an agreement with Stryker Corporation for the purchase of one (1) Stryker Power Load system through the Intergovernmental Risk Management Agency's negotiated contract pricing, in the total amount of $28,619.80, with a 5% contingency for unforeseen circumstances.

Staff Contact: Craig Snyder, Fire Rescue Chief
Jodie Hartman, Director of Finance
Don Christenson, Fleet & Facility Superintendent

Stryker Power Load System

In 2020, the Fire Rescue Department purchased two lift systems for two new ambulances. It is proposed that the City continue to support this initiative where all new ambulances have installed a Stryker Power Load system along with the associated patient stretcher. The Stryker Power Load system effectively eliminates situations where personnel would manually lift a loaded or unloaded stretcher.

The Power Load component is installed in the ambulance and automatically supports the loaded or unloaded stretcher while removing it or loading the stretcher into the ambulance. The Power Load system operates in conjunction with the Stryker Power Pro Stretcher and the system charges the battery for the stretcher while it is loaded in the ambulance. The Stryker Power Load system will only work with the Stryker stretchers. Each of the six (6) City ambulances has a Stryker Power Pro Stretcher.

It is not feasible to procure this item through a bid, since there is only one authorized Stryker dealer in our region and the City must use a Stryker power load system with its existing Stryker stretchers. Even though bidding is not an option, the City is receiving the benefit of discounted pricing through the City's insurance carrier, the Intergovernmental Risk Management Agency (IRMA).

Recommendation

It is staff's recommendation to waive bidding requirements and authorize the City Manager to execute an agreement with Stryker Corporation for the purchase of one (1) Stryker Power Load system, through IRMA's negotiated contract pricing, in the total amount of $28,619.80 with a 5% contingency for unforeseen circumstances. Funds are budgeted for this purchase.

Votes Required to Pass

Two-thirds of the City Council members holding office (four votes) excluding the mayor.

R E S O L U T I O N

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that bidding requirements for one (1) Stryker Power Load system are hereby waived and that the City Manager is authorized to execute an agreement with Stryker Corporation for the purchase of one (1) Stryker Power Load system, through IRMA's negotiated contract pricing, in the total amount of $28,619.80 with a 5% contingency for unforeseen circumstances.

DATED this 19th day of March, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: March 19, 2024
APPROVED: March 19, 2024

Draft

Purchase Order Form

Account Manager : John Fischer

Cell Phone : (847) 989-4536

Purchase Order Date : 01-22-2024 16:02:00 -0600

Expected Delivery Date :

Stryker Quote Number : 10853898

Customer PO Number :

Bill To	Customer # : 20023466
Company Name :	CRYSTAL LAKE FIRE RESCUE
Contact or Department :	
Street Address :	100 W WOODSTOCK ST
Addt'l Address Line :	
City, ST, ZIP :	CRYSTAL LAKE, Illinois, 60014
Phone :	

Authorized Customer Initials _____

Sold To / End User	Customer # : 20023466
Company Name :	CRYSTAL LAKE FIRE RESCUE
Contact or Department :	
Street Address :	100 W WOODSTOCK ST
Addt'l Address Line :	
City, ST, ZIP :	CRYSTAL LAKE, Illinois, 60014
Phone :	

Authorized Customer Initials _____

Deliver To	Customer # : 20023466
Company Name :	CRYSTAL LAKE FIRE RESCUE
Contact or Department :	
Street Address :	100 W WOODSTOCK ST
Addt'l Address Line :	
City, ST, ZIP :	CRYSTAL LAKE, Illinois , 60014
Phone :	

Authorized Customer Initials _____

Description	Total
1 POWER-LOAD SYSTEM - IRMA MEMBER - VALID THRU 1-31-24	$28,619.80

Total : $28,619.80

Attachment: Stryker Quote Number : 10853898

Stryker Terms and Conditions
www.strykeremergencycare.com/terms

Purchase Order Form

Accounts Payable Contact Information

Name :

Email :

Phone :

Authorized Customer Signature

Name :

Title :

Signature : _____

Date : _____

Attachment: Stryker Quote Number : 10853898

Stryker Terms and Conditions
www.strykeremergencycare.com/terms

stryker

1 POWER-LOAD SYSTEM - IRMA MEMBER - VALID THRU 1-31-24

Quote Number:	10853898	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	CRYSTAL LAKE FIRE RESCUE	Rep:	John Fischer
	Attn: PALMER PACE	Email:	john.fischer@stryker.com
	ppace@crystallake.org	Phone Number:	
	815-356-3640	Mobile:	(847) 989-4536
Quote Date:	01/22/2024		
Expiration Date:	01/31/2024		
Contract Start:	01/22/2024		
Contract End:	01/21/2025		

Delivery Address		**Sold To - Shipping**		**Bill To Account**	
Name:	CRYSTAL LAKE FIRE RESCUE	Name:	CRYSTAL LAKE FIRE RESCUE	Name:	CRYSTAL LAKE FIRE RESCUE
Account #:	20023466	Account #:	20023466	Account #:	20023466
Address:	100 W WOODSTOCK ST	Address:	100 W WOODSTOCK ST	Address:	100 W WOODSTOCK ST
	CRYSTAL LAKE		CRYSTAL LAKE		CRYSTAL LAKE
	Illinois 60014		Illinois 60014		Illinois 60014

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD	PCE	1	$28,266.47	$28,266.47
				Equipment Total:		$28,266.47

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Freight/Shipping:	$353.33
Grand Total:	$28,619.80

Comments: IRMA MEMBER. INSTALLATION NOT INCLUDED. VALID THRU 1-31-24.

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law

stryker

1 POWER-LOAD SYSTEM - IRMA MEMBER - VALID THRU 1-31-24

Quote Number:	10853898	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	CRYSTAL LAKE FIRE RESCUE	Rep:	John Fischer
	Attn: PALMER PACE	Email:	john.fischer@stryker.com
	ppace@crystallake.org	Phone Number:	
	815-356-3640	Mobile:	(847) 989-4536
Quote Date:	01/22/2024		
Expiration Date:	01/31/2024		
Contract Start:	01/22/2024		
Contract End:	01/21/2025		

or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

Agenda Item No: 21

City Council
Agenda Supplement

Meeting Date: March 19, 2024

Item: Bid Award – 2024 Annual Sidewalk, Curb, and Pedestrian Ramp (ADA) Replacement Program

Staff Recommendation: Motion to award the bid for the 2024 Annual Sidewalk, Curb, and Pedestrian Ramp (ADA) Replacement Program to the lowest responsive and responsible bidder, R.C.J. Enterprises, LTD. dba Chadwick Contracting Company, and adopt a Resolution authorizing the City Manager to execute a contract with R.C.J. Enterprises, LTD. dba Chadwick Contracting Company in the not-to-exceed amount of $717,949.29, 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:
Each year, the Public Works Department's Engineering Division surveys one-quarter of the City and evaluates all the sidewalks in that section. Additionally, the City responds to reports of damaged sidewalks and curbs submitted by residents and staff. An annual sidewalk and curb repair program is prepared to address those sidewalks that meet the replacement criteria.

The program also includes removing and replacing curb and gutter sections along the streets included in the Annual Street Resurfacing Program that require repair. The third component of the program includes the replacement of a portion of the City's sidewalk ramps that do not comply with current American with Disabilities Act (ADA) requirements. Finally, an allowance is budgeted to allow for other sidewalk, curb and ADA ramps that the City identifies during the spring and summer months.

On February 23, 2024, staff publicly opened and read aloud bids received for the 2024 Annual Sidewalk, Curb, and Pedestrian Ramp (ADA) Replacement Program. The bids are submitted for individual line items at a bid unit price (e.g. bid price per foot of curb). The City received advantageous pricing from the bidders for this project and the resurfacing project which will be under budget for the overall resurfacing program. Therefore, staff is proposing to expand the

project scope by $100,002.70 and use these funds to replace additional curb, sidewalk and ADA ramps in the City that warrant replacement. This work will be measured and paid for at the bid unit prices. After consideration of adjusted quantities, the adjusted project totals are extrapolated for each vendor and reflected below. R.C.J. Enterprises, LTD. dba Chadwick Contracting Company remains the low bidder.

The summary of bids is as follows:

Bidder	Base Bid Project Cost	Adjusted Project Cost [2]
Chadwick Contracting [1]	$617,946.59	$717,949.29
Strada Construction	$656,395.00	$758,595.00
D'Land Construction	$699,645.00	$812,645.00
Engineer's Estimate	$726,290.00	
Alliance Contractors	$1,055,615.00	$1,215,915.00

[1] Indicates Recommended Lowest Responsive and Responsible Bidder.
[2] Extension of bid unit prices with allowance for additional work

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 Annual Sidewalk, Curb and Pedestrian Ramp (ADA) Replacement Program contract to the lowest responsive and responsible bidder R.C.J. Enterprises, LTD. dba Chadwick Contracting Company, in the not to exceed amount of $717,949.29.

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 R.C.J. Enterprises, LTD. dba Chadwick Contracting Company. Sidewalk, Curb and Pedestrian Ramp (ADA) Replacement is an annual program and funds for this work are budgeted each fiscal year.

Votes Required to Pass:
Simple majority

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE has identified the need to have an Annual Sidewalk, Curb and Pedestrian Ramp (ADA) Replacement Program to maintain the City's sidewalks, curbs and pedestrian ramps in a state of good repair; and

WHEREAS the CITY received and publicly opened bids for the 2024 Annual Sidewalk, Curb and Pedestrian Ramp (ADA) Replacement Program on February 23, 2024; and

WHEREAS the lowest responsive and responsible bidder is R.C.J. Enterprises, LTD. dba Chadwick Contracting Company, Lake in the Hills, 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 R.C.J. Enterprises, LTD. dba Chadwick Contracting Company for the 2024 Annual Sidewalk, Curb and Pedestrian Ramp (ADA) Replacement Program in the in the not to exceed amount of $717,949.29; and

BE IT FURTHER RESOLVED that the City Manager is authorized to approve warranted completion date change orders relating to the contract.

DATED this 19th day of March, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

Draft

ATTEST

_____

Nick Kachiroubas, CITY CLERK

PASSED: March 19, 2024
APPROVED: March 19, 2024

Draft

City of Crystal Lake

2024 Annual Sidewalk, Curb, and Pedestrian Ramp (ADA) Replacement Program

Chadwick Contracting
Contractor Name

		Total Quantity	Unit Price	Cost
Traffic Control and Protection (Special)	L.Sum	1	10,000-	10,000-
Aggregate Base Course, Type B	CY	40	50.60	2,024-
Combination Concrete Curb and Gutter Removal and Replacement	LF	6,700	43.92	294,269.36
Sidewalk Removal and Replacement	SF	1,600	13.11	20,968.64
Sidewalk Removal and Replacement (Special)	SF	10,300	14.07	144,888.04
Variable Height Monolithic Retaining Curb for Sidewalk	LF	150	20.24	3,036-
Sidewalk Removal	SF	2,060	2.02	4,169.44
Portland Concrete Sidewalk 5' (New)	SF	100	12.90	1,290.30
Detectable Warnings (Galvanized Steel)	SF	1,265	38.46	48,646.84
Driveway Pavement Removal	SY	765	14.98	11,459.86
Hot-Mix Asphalt Driveway Pavement	SY	285	69.83	19,900.98
Concrete Driveway Pavement	SY	480	74.38	35,703.36
Structures to be Adjusted	EA	12	455.40	5,464.80
Temp Access Ramp Residential (HMA)	EA	6	323.84	1,943.04
Temporary Pavement Marking Tape	LF	500	4.05	2,024.00
Restoration	SF	4,700	2.58	12,128.82
			Total	617,915.48

Representative Signature

City of Crystal Lake

2024 Annual Sidewalk, Curb, and Pedestrian Ramp (ADA) Replacement Program

STRADA CONSTRUCTION Co
Contractor Name

		Total Quantity	Unit Price	Cost
Traffic Control and Protection (Special)	L.Sum	1	15000	15000.00
Aggregate Base Course, Type B	CY	40	40.00	1600.00
Combination Concrete Curb and Gutter Removal and Replacement	LF	6,700	44.00	294,800
Sidewalk Removal and Replacement	SF	1,600	14.50	23,200
Sidewalk Removal and Replacement (Special)	SF	10,300	14.50	149,350
Variable Height Monolithic Retaining Curb for Sidewalk	LF	150	10.00	1500
Sidewalk Removal	SF	2,060	4.50	9,270
Portland Concrete Sidewalk 5' (New)	SF	100	14.50	1450
Detectable Warnings (Galvanized Steel)	SF	1,265	30.00	37950
Driveway Pavement Removal	SY	765	15.00	11,475
Hot-Mix Asphalt Driveway Pavement	SY	285	80.00	22,800
Concrete Driveway Pavement	SY	480	115.00	55,200
Structures to be Adjusted	EA	12	100.00	1200
Temp Access Ramp Residential (HMA)	EA	6	750.00	4500
Temporary Pavement Marking Tape	LF	500	2.50	1250
Restoration	SF	4,700	5.50	25,850
			Total	$656,395.00

Representative Signature

City of Crystal Lake

2024 Annual Sidewalk, Curb, and Pedestrian Ramp (ADA) Replacement Program

D'Land Construction LLC

Contractor Name

		Total Quantity	Unit Price	Cost
Traffic Control and Protection (Special)	L.Sum	1	27,500.00	27,500.00
Aggregate Base Course, Type B	CY	40	25.00	1,000.00
Combination Concrete Curb and Gutter Removal and Replacement	LF	6,700	48.00	321,600.00
Sidewalk Removal and Replacement	SF	1,600	18.00	28,800.00
Sidewalk Removal and Replacement (Special)	SF	10,300	15.00	154,500.00
Variable Height Monolithic Retaining Curb for Sidewalk	LF	150	40.00	6,000.00
Sidewalk Removal	SF	2,060	2.00	4,120.00
Portland Concrete Sidewalk 5' (New)	SF	100	20.00	2,000.00
Detectable Warnings (Galvanized Steel)	SF	1,265	40.00	50,600.00
Driveway Pavement Removal	SY	765	15.00	11,475.00
Hot-Mix Asphalt Driveway Pavement	SY	285	70.00	19,950.00
Concrete Driveway Pavement	SY	480	95.00	45,600.00
Structures to be Adjusted	EA	12	600.00	7,200.00
Temp Access Ramp Residential (HMA)	EA	6	200.00	1,200.00
Temporary Pavement Marking Tape	LF	500	8.00	4,000.00
Restoration	SF	4,700	3.00	14,100.00
			Total	699,645.00

Representative Signature

City of Crystal Lake

2024 Annual Sidewalk, Curb, and Pedestrian Ramp (ADA) Replacement Program

Alliance Contractors, Inc.
Contractor Name

		Total Quantity	Unit Price	Cost
Traffic Control and Protection (Special)	L.Sum	1	$ 117,155.00	$ 117,155.00
Aggregate Base Course, Type B	CY	40	$ 50.00	$ 2,000.00
Combination Concrete Curb and Gutter Removal and Replacement	LF	6,700	$ 69.00	$ 462,300.00
Sidewalk Removal and Replacement	SF	1,600	$ 23.00	$ 36,800.00
Sidewalk Removal and Replacement (Special)	SF	10,300	$ 23.00	$ 236,900.00
Variable Height Monolithic Retaining Curb for Sidewalk	LF	150	$ 60.00	$ 9,000.00
Sidewalk Removal	SF	2,060	$ 5.00	$ 10,300.00
Portland Concrete Sidewalk 5' (New)	SF	100	$ 23.00	$ 2,300.00
Detectable Warnings (Galvanized Steel)	SF	1,265	$ 40.00	$ 50,600.00
Driveway Pavement Removal	SY	765	$ 43.00	$ 32,895.00
Hot-Mix Asphalt Driveway Pavement	SY	285	$ 85.00	$ 24,225.00
Concrete Driveway Pavement	SY	480	$ 98.00	$ 47,040.00
Structures to be Adjusted	EA	12	$ 250.00	$ 3,000.00
Temp Access Ramp Residential (HMA)	EA	6	$ 1,000.00	$ 6,000.00
Temporary Pavement Marking Tape	LF	500	$ 2.00	$ 1,000.00
Restoration	SF	4,700	$ 3.00	$ 14,100.00
			Total	$ 1,055,615.00

Representative Signature

Agenda Item No: 22

City Council
Agenda Supplement

Meeting Date:	March 19, 2024
Item:	Bid Award - Unleaded Gasoline and Diesel Fuel
Staff Recommendation:	Motion to award the bid for unleaded gasoline and diesel fuel purchase and delivery to the lowest responsive and responsible bidder, Al Warren Oil Company, Inc., and adopt a Resolution authorizing the City Manager to execute a contract with Al Warren Oil Company, Inc. from May 1, 2024 through December 31, 2025, with the option to extend the agreement for one additional year in the amounts bid
Staff Contact:	Michael Magnuson, Director of Public Works and Engineering

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Background:

The City bids out the purchase of gasoline and diesel fuel. Fuel is provided to all City departments as well as the Crystal Lake Park District, Village of Oakwood Hills, the Northern Illinois Special Recreation Association (NISRA), Crystal Lake Cemetery Association, and the McHenry County Division of Transportation (McDOT) during winter storms. Non-City entities are invoiced for fuel used and a small administrative fee. The annual contract is based on a per-gallon fee for delivery of the fuel. The actual cost of the fuel is based on surcharges to the low-rack posting price per gallon as published in the Oil Price Information Service (OPIS) price listing for the Chicago market on the day of each fuel delivery.

Bid award criteria considers the estimated gallons used per year by the City multiplied by the vendors mark-up per gallon for each fuel type for the base contract term. On March 8, 2024, the City of Crystal Lake publicly opened the bids received for unleaded gasoline, diesel fuel, and optional off road fuel for the City's fleet and generators. The following is a breakdown of the bids received:

Base Term Rates

Fuel Purchase & Delivery (May 1, 2024 - December 31, 2025)		√ Al Warren Oil Co. Hammond, IN		Lucky's Energy Service Carpentersville, IL		Petroleum Traders Corporation Fort Wayne, IN	
	Estimated Gallons	Delivery Price Mark-up per Gallon	*Mark-up x Estimated Gallons*	Delivery Price Mark-up per Gallon	*Mark-up x Estimated Gallons*	Delivery Price Mark-up per Gallon	*Mark-up x Estimated Gallons*
Gasoline	110,000	$0.0490	$5,390.00	$0.0875	$9,625.00	$0.1660	$18,260.00
Diesel Fuels	75,000	$0.0490	$3,675.00	$0.0875	$6,562.50	$0.1948	$14,610.00
Optional Bid: Off-Road ULSD #2 (Red Dyed)	5,000	$0.2500	$1,250.00	$0.0875	$437.50	No Bid	--------
Base Bid Total			**$9,065.00**		**$16,187.50**		**$32,870.00**

√ Indicates recommended lowest responsible bidder

Optional Year Rates (at discretion of City and vendor)

Al Warren Oil Co. Optional Year Pricing	**Optional Year 1** (January 1, 2026 - December 31, 2026)
	Delivery Price Mark-up per Gallon
Gasoline	$0.0490
Diesel Fuels	$0.0490
Optional Bid: Off-Road ULSD #2 (Red Dyed)	$0.2500

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 Unleaded Gasoline and Diesel Fuel Purchase and Delivery contract to the lowest responsive and responsible bidder, Al Warren Oil Company, Inc., in the bid amounts, with an optional one-year extension to the contract.

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 Al Warren Oil Company, Inc. and has been satisfied with their services. Fuel purchase and deliver is a necessary part of City operations and funds for this purchase are budgeted each fiscal year.

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS, the CITY OF CRYSTAL LAKE has identified the need for purchase and delivery of unleaded gasoline and diesel fuel for City fleet vehicles and equipment; and

WHEREAS the CITY OF CRYSTAL LAKE received bids for the purchase and delivery of unleaded gasoline and diesel on March 8, 2024; and

WHEREAS the lowest responsive and responsible was Al Warren Oil Company, Inc., Hammond, Indiana.

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 Al Warren Oil Company, Inc. for the purchase and delivery of unleaded gasoline and diesel fuel for the base term of May 1, 2024 through December 31, 2025 with the option to extend the agreement for one additional year in the amounts bid.

Draft

DATED this 19th day of March, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: March 19, 2024
APPROVED: March 19, 2024

THE CITY OF CRYSTAL LAKE

CONTRACT FOR

UNLEADED GASOLINE AND DIESEL FUEL PURCHASE AND DELIVERY

BIDDER'S PROPOSAL

Full Name of Bidder Al Warren Oil Co Inc. ("Bidder")

Principal Office Address 1646 Summer St. Hammond IN 46320

Local Office Address 17 Gateway Rd. Bensenville IL 60106

Contact Person Arne Berg Telephone 630-484-4368

TO: The City of Crystal Lake ("Owner")
100 W. Woodstock Street
Crystal Lake, Illinois 60045

Attention: ***Michael Wisinski – Public Works Manager***
Sealed Bid: Unleaded Gasoline and Diesel Fuel

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 ***Unleaded Gasoline and Diesel Fuel Purchase and Delivery***; (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

---Bid award criteria will consider the BASE BID TOTAL---

BID PRICE FOR:

Delivery Price per Gallon (+) or (-)	Base Contract Price (May 1, 2024 – December 31, 2025)	Estimated Gallons	Total Cost (price x estimated gallons)
1. Gasoline	$ +.049	110,000	$ 5390
2. Diesel Fuels	$ +.049	75,000	$ 3675
3. OPTIONAL: Off Road ULSD #2 (red dyed)	$ +.2500	5,000	$ 1250

Add rows #1 and #2 for the BASE BID TOTAL: $ 10,315

Delivery Price per Gallon (+) or (-)	Optional Year 2 Price (January 1, 2026 – December 31, 2026)	Estimated Gallons	Total Cost (price x estimated gallons)
4. Gasoline	$ +.049	110,000	$ 5390
5. Diesel Fuels	$ +.049	75,000	$ 3675
6. OPTIONAL: Off Road ULSD #2 (red dyed)	$ +.2500	5,000	$ 1250

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;

THE CITY OF CRYSTAL LAKE

CONTRACT FOR

UNLEADED GASOLINE AND DIESEL FUEL PURCHASE AND DELIVERY

BIDDER'S PROPOSAL

Full Name of Bidder LuckYs Energy Service ("Bidder")

Principal Office Address 1009 Tamarac Dr Carpentersville IL 60110

Local Office Address 847-994-3010 office.

Contact Person Patrick Murphy Telephone 224-501-0042 cell

TO: The City of Crystal Lake ("Owner")
100 W. Woodstock Street
Crystal Lake, Illinois 60045

Attention: ***Michael Wisinski – Public Works Manager***
Sealed Bid: Unleaded Gasoline and Diesel Fuel

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. _____, 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 ***Unleaded Gasoline and Diesel Fuel Purchase and Delivery***; (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

---Bid award criteria will consider the BASE BID TOTAL---

BID PRICE FOR:

Delivery Price per Gallon (+) or (-)	Base Contract Price (May 1, 2024 – December 31, 2025)	Estimated Gallons	Total Cost (price x estimated gallons)
1. Gasoline (+) .0875	$ 2.5320	110,000	$ 278,520.00
2. Diesel Fuels (+) .0875	$ 2.8016	75,000	$ 210,120.00
3. OPTIONAL: Off Road ULSD #2 (red dyed) (+) .0875	$ 2.8056	5,000	$ 14,028.00

Add rows #1 and #2 for the BASE BID TOTAL: $ 502,668.00

Delivery Price per Gallon (+) or (-)	Optional Year 2 Price (January 1, 2026 – December 31, 2026)	Estimated Gallons	Total Cost (price x estimated gallons)
4. Gasoline	$	110,000	$
5. Diesel Fuels	$	75,000	$
6. OPTIONAL: Off Road ULSD #2 (red dyed)	$	5,000	$

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;

THE CITY OF CRYSTAL LAKE

CONTRACT FOR

UNLEADED GASOLINE AND DIESEL FUEL PURCHASE AND DELIVERY

BIDDER'S PROPOSAL

Full Name of Bidder Petroleum Traders Corporation ("Bidder")

Principal Office Address PO Box 2357 Fort Wayne, IN 46801-2357

Local Office Address PO Box 2357 Fort Wayne, IN 46801-2357

Contact Person Joseph Vanderpool (Contract Sales Manager) Telephone 888-637-7661

TO: The City of Crystal Lake ("Owner")
100 W. Woodstock Street
Crystal Lake, Illinois 60045

Attention: ***Michael Wisinski – Public Works Manager***
Sealed Bid: Unleaded Gasoline and Diesel Fuel

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 ***Unleaded Gasoline and Diesel Fuel Purchase and Delivery***; (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

---Bid award criteria will consider the BASE BID TOTAL---

BID PRICE FOR:

Delivery Price per Gallon (+) or (-)	Base Contract Price (May 1, 2024 – December 31, 2025)	Estimated Gallons	Total Cost (price x estimated gallons)
1. Gasoline	0.1660 + 2.4445 = $ 2.6105	110,000	$ 287,155
2. Diesel Fuels	0.1948 + 2.7141 = $ 2.9089	75,000	$ 218,167.50
3. OPTIONAL: Off Road ULSD #2 (red dyed)	$ No Bid	5,000	$ No Bid

Add rows #1 and #2 for the BASE BID TOTAL: $ 505,322.50

Delivery Price per Gallon (+) or (-)	Optional Year 2 Price (January 1, 2026 – December 31, 2026)	Estimated Gallons	Total Cost (price x estimated gallons)
4. Gasoline	0.1660 + 2.4445 = $ 2.6105	110,000	$ 287,155
5. Diesel Fuels	0.1948 + 2.7141 = $ 2.9089	75,000	$ 218,167.50
6. OPTIONAL: Off Road ULSD #2 (red dyed)	$ No Bid	5,000	$ No Bid

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;

Agenda Item No: 23

City Council
Agenda Supplement

Meeting Date:	March 19, 2024
Item:	Bid Award – Municipal Building IT Electrical Feeder
Staff Recommendation:	Motion to award the bid for the Municipal Building IT Electrical Feeder to the lowest responsive and responsible bidder, Carey Electrical Contracting, LLC, and adopt a Resolution authorizing the City Manager to execute a contract with Carey Electrical Contracting, LLC in the amount of $27,843.00, execute change orders for up to 10% of the contract amount, and approve warranted completion date change orders relating to the contract
Staff Contact:	Michael Magnuson, P.E., Director of Public Works and Engineering

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Background:
The City of Crystal Lake's Information Technology Department (IT) Network Operations Center (located in the Municipal Complex) serves as the hub for computer servers critical to the City's operations. During peak electrical demand, such as during the summer months, IT experiences voltage fluctuations in the server room. These voltage fluctuations result in additional wear on the Department's power monitoring equipment. A dedicated electrical feed from the City's main distribution panel at City Hall to the IT Department's server room will reduce the occurrence of these fluctuations. This upgrade will improve reliability and reduce power fluctuations.

On March 6, 2024, staff publicly opened and read aloud bids received for the Municipal Building IT Electrical Feeder project. The City received two responsive bids and one non-responsive bid. The breakdown of the responsive bids is as follows:

Municipal Complex IT Electrical Feeder	**√Carey Electric Contracting, LLC** McHenry, IL	**Associated Electrical Contractors, LLC** Woodstock, IL
Lump Sum Bid	$27,843.00	$34,500.00

√ 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 Municipal Building IT Electrical Feeder contract to the lowest responsive and responsible bidder, Carey Electrical Contracting, LLC, in the amount of $27,843.00.

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 Carey Electrical Contracting, LLC. Funds are available in the current fiscal year budget for this work.

Votes Required to Pass:

Simple Majority

RESOLUTION

WHEREAS CITY staff have identified the need to install a dedicated electrical feed to the CITY OF CRYSTAL LAKE'S Network Operations Center (located in the Municipal Complex) in order to improve the electrical service to the CITY'S computer servers; and

WHEREAS the CITY received and publicly opened bids for the Municipal Building IT Electrical Feeder project on March 6, 2024; and

WHEREAS the lowest responsive and responsible bidder is Carey Electric Contracting, LLC, McHenry, 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 Carey Electric Contracting, LLC for the Municipal Building IT Electrical Feeder project in the amount of $27,843.00; 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 19th 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 19, 2024
APPROVED: March 19, 2024

THE CITY OF CRYSTAL LAKE

CONTRACT FOR THE CONSTRUCTION OF

MUNICIPAL BUILDING IT ELECTRICAL FEEDER

BIDDER'S PROPOSAL

Full Name of Bidder Carey Electric Contracting, LLC ("Bidder")

Principal Office Address 3309 W Waukegan Road McHenry, IL 60050

Local Office Address 3309 W Waukegan Road McHenry, IL 60050

Contact Person Jerry Gillund Telephone 815-385-3600

TO: The City of Crystal Lake ("Owner")
100 W. Woodstock Street
Crystal Lake, Illinois 60045

Attention: ***Michael Wisinski – Public Works Manger***
Sealed Bid: Municipal Building IT Feed

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 Municipal Building IT Feed; (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

SCHEDULE OF PRICES

A. LUMP SUM CONTRACT

For providing, performing, and completing all Work, the total Contract Price of:

Twenty-seven Thousand Eight Hundred Forty-three _____ Dollars and Zero Cents
(in writing) (in writing)

$27,843 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 provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

THE CITY OF CRYSTAL LAKE

CONTRACT FOR THE CONSTRUCTION OF

MUNICIPAL BUILDING IT ELECTRICAL FEEDER

BIDDER'S PROPOSAL

Full Name of Bidder Associated Electrical Contractors, LLC ("Bidder")

Principal Office Address 319 Lamb Road, Woodstock, IL 60098

Local Office Address 319 Lamb Road, Woodstock IL 60098

Contact Person Anthony Schnulle, Managing Member Telephone 815-337-6600

TO: The City of Crystal Lake ("Owner")
100 W. Woodstock Street
Crystal Lake, Illinois 60045

Attention: ***Michael Wisinski – Public Works Manger***
Sealed Bid: Municipal Building IT Feed

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 Municipal Building IT Feed; (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

SCHEDULE OF PRICES

A. LUMP SUM CONTRACT

For providing, performing, and completing all Work, the total Contract Price of:

Thirty-four thousand five hundred Dollars and zero Cents
(in writing) (in writing)

$34,500. 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 provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

Agenda Item No: 24

City Council
Agenda Supplement

Meeting Date: March 19, 2024

Item: Purchase and Installation of Rotary Vehicle Lift

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute an agreement with Vehicle Service Group, LLC for the purchase and installation of a Rotary Vehicle Lift, through HGAC Buy contract #FL03-21, in the amount of $33,571.80, 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 proposed Fiscal Year 2024B budget for the Public Works and Engineering Department includes a request to replace a vehicle lift for the Fleet and Facilities Division. The current unit has a leaking hydraulic cylinder and is out of service. Parts are no longer available and the lift has reached the end of its life. The new lift will be more versatile due to the heavier lifting capacity. This equipment has a relatively long lead-time and Public Works and Engineering desires to place the order this month for delivery during Fiscal Year 2024B.

The City's purchasing policy allows procurement through cooperative contracts. Cooperative contracts are becoming increasingly popular at the federal, state, and local levels. Cooperative purchasing is popular because it can save significant time and money in contract production as well as lower contract prices through the power of aggregation. In simple terms, cooperative purchasing involves sharing procurement contracts between governments.

One cooperative that the City of Crystal Lake is a member of, is HGAC Buy. HGAC Buy leverages buying power of over 50,000 government, education, and nonprofit organizations. HGAC Buy follows competitive procurement procedures. As part of the City's due diligence process for cooperative purchases, staff verifies that the price offered by a Cooperative is in fact a cost advantage and represents a benefit to the City.

The HGAC Buy contract price is $33,571.80 (see attached).

Recommendation:
Public Works staff recommends purchasing a vehicle lift through HGAC Buy Contract #FL03-21, in the amount of $33,571.80 with a 10% contingency.

Votes Required to Pass:
Simple majority

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE has identified the need to replace an existing vehicle lift in the Public Works and Engineering Department's Fleet and Facilities Division; and

WHEREAS the CITY currently partners with a number of cooperative purchasing agreements, including HGAC Buy; and

WHEREAS the lowest responsive and responsible bidder through HGAC Buy for the purchase and installation of a Rotary Vehicle Lift is Vehicle Service Group, LLC., Madison, IN.

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 Vehicle Service Group, LLC. for the purchase and installation of a Rotary Vehicle Lift in the amount of $33,571.80; 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 19th 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 19, 2024
APPROVED: March 19, 2024

Draft

Rotary Lift
HGAC Equipment Quotation

Quote # : 202415A
Date: 1/17/2024
Requested By: Don Christenson
Quote Expires: 5/16/2024
Payment Terms: 1/2%-15th,NET 30
Warranty: 1yr. Parts & Labor

Prepared By: Kathy Brown

***If completion of installation is delayed more than one month due to governmental entity delays (i.e. electrical, etc.), Rotary can request partial payment for work completed. (both equipment and installation).**

Note: Quote for equipment and installation.

Project Name: City of Crystal Lake (IL)

Model No.	Description	Per Unit Price	Qty.	Extended Price
SL212	Inground SmartLift, 12.000lb capacity	$ 16,019.82	1	$ 16,019.82
(SL212N1110)				
XXX82	Freight	$ 1,601.98	1	$ 1,601.98
XXX01CTT	Installation including labor to remove current inground lift and install new	$ 15,950.00	1	$ 15,950.00
	SL210 in bay w/ oil provided. Quoted at prevailing wage.			
	Disclaimer:			
	Quote is based on standard sub-soil condition. Non-standard conditions,			
	such as sandy soil, running sand, water, excessive concrete thickness			
	(over 6") or hardness, frost, underground utility lines, vehicle exhaust			
	systems, contaminated spoil, etc. will result in time & material adjustments.			
	Damage caused by encounters with any of the above conditions (including			
	broken electrical lines) are the responsibility of the owner. Manufacturer/			
	installer will not be responsible for lost time or business in any situation.			
	Decommission of inground lifts includes removal of all surface steel,			
	hydraulic pistons, and equalizer assembly. All accessible hydraulic fluid is			
	evacuated and disposed of in the owner's waste oil tank (50-60 gallons			
	per lift). Concrete shall be poured to a depth of 6". No concrete is to be			
	broken or removed from site and properly disposed of.			
	Installer will remove all spoil in regards to the specific excavation of job			
	scope. Any of all fines that might be assocaited with the EPA, if soil is tested,			
	will be the responsibility of the customer. All proper documentation will be			
	forwarded to the customer in reference of any spoil testing.			

Total Price: **$ 33,571.80**

ADDITIONAL TERMS AND CONDITIONS: By submitting a purchase order to Vehicle Service Group, LLC. (VSG), customer accepts and agrees to these terms and conditions as additional terms to the extisting agreement between the parties referenced on the face of this quotation (Existing Agreement), notwithstanding anything to the contrary contained therein. All additional or different terms and conditions contained in Customer's purchase order are hereby rejected. No additional or different terms or conditions, or any modifications, changes, or amendments to these terms of the existing agreement shall be binding on VSG, unless expressly accepted by VSG in writing.

DISCLAIMER: Notwithstanding anything to the contrary in the Existing Agreement, VSG shall not be liable for any loss, damage or additional costs arising from unforeseen conditions affecting installation, including but not limited to contaminated soil, bed rock, in-floor heating system, high water conditions, or any othertype of in-ground conditions. Customer acknowledges and agrees that Customer shall be responsible for any additional costs due to such conditions, in addition to the installation price set forth herein.

DELAY: Notwithstanding anything to the contrary in the Existing Agreement, if delivery of the equipment or completion of the work is delayed by more than thirty (30) days due to the acts or ommission of Customer or any third party other than VSG or its sub-contractors, VSG may require Customer to render payment for equipment manufactured or delivered, and portions of the work completed, within thirty (30) days from the date of VSG's invoice, in the amounts set forth in such invoice.

*Cancelled orders are subject to 20% restocking fee.

HGAC Contract #:	FL03-21	**Rotary Lift**
Contract Period	2/28/2024	**2700 Lanier Dr.**
CAGE#:	7K311	**Madison, IN 47250**
Tax ID #	90-0501347	**Kathy Brown, Government Sales Leader**
DUNS #:	00-638-2634	**800.445.5438 x 5655**

Agenda Item No: 25

City Council
Agenda Supplement

Meeting Date: March 19, 2024

Item: Designation and Auction Sale of Surplus Property

Staff Recommendation: Motion to Adopt a Resolution:
1. Designating items as surplus property, and
2. Authorizing the City Manager to execute an agreement with Obenauf Auction Service, Inc. for the sale of City surplus property

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

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Background:
When new equipment (property) is procured by the City or other equipment is found to be obsolete, there is a need to periodically declare the old equipment surplus and dispose of it. Equipment such as vehicles and other items that may have residual monetary value are auctioned. The Public Works and Engineering Department coordinates the selling of surplus City equipment in accordance with City policies and procedures. A list of equipment proposed to be declared surplus and sold through a public online bidding process, is listed in the table below. The designation of equipment as surplus and subsequent auction sales of equipment provides the following benefits to the City:

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

The Public Works Department has purchased and replaced a wheel loader and a hot patch trailer during the normal budget cycle. The Police Department has replaced the K-9 vehicle during the normal budget cycle. The items in the table below will be sold through auction through the City's broker, Obenauf Auction Service, Inc.

Table "A" of Surplus Equipment

Year	Make	Model	Serial Number	Hours	Condition	Type
2003	Komatsu	WA180 PT-3	A88141	4,000	Fair	Wheel Loader
2013	Stepp	SPHD 2.0	4S9PHD2Y8DS127001	N/A	Fair	Patch Trailer
2017	Ford	Police Interceptor	1FM5K8AR5HGE14689	10,608/ 88,850 mi	Poor	K-9 Vehicle

Recommendation:

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

Votes Required to Pass:

Simple majority

RESOLUTION

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

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

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the items identified in the following Table be and are hereby designated as surplus; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute an agreement with Obenauf Auction Service, Inc. for auction services pertaining to items listed on "Table A" for a 3% sales commission.

Draft

Table "A" of Surplus Equipment

Year	Make	Model	Serial Number	Hours	Condition	Type
2003	Komatsu	WA180 PT-3	A88141	4,000	Fair	Wheel Loader
2013	Stepp	SPHD 2.0	4S9PHD2Y8DS127001	N/A	Fair	Patch Trailer
2017	Ford	Police Interceptor	1FM5K8AR5HGE14689	10,608/ 88,850 mi	Poor	K-9 Vehicle

DATED this 19th day of March, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL
ATTEST

_____
Nick Kachiroubas, CITY CLERK

PASSED: March 19, 2024
APPROVED: March 19, 2024

Draft