CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING

City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
January 21, 2025
7:00 p.m.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes**
5. **Accounts Payable**
6. **Public Presentation**
   The public is invited to make an issue oriented comment on any matter of public concern not otherwise on the agenda. The public comment may be no longer than 5 minutes in duration. Interrogation of the City staff, Mayor or City Council will not be allowed at this time, nor will any comment from the Council. Personal invectives against City staff or elected officials are not permitted.
7. **Mayor's Report**
8. **City Council Reports**
9. **Consent Agenda**
   a. **Agreement between the City of Crystal Lake and Northern Illinois Gas Company d/b/a Nicor Gas Company for Compensation and Indemnification for Landscaping and Pavement Damage associated with the Dole Avenue Project**
   b. **Crystal Lake Watershed Stormwater Management Facilities Non-Residential Maintenance Plan, Grant of Easement, and Funding Agreement for 475 W. Virginia Street, Lake Roots**
   c. **Motion to approve issuance of a Class 19 Temporary Liquor License to the Crystal Lake South High School Booster Club – Trivia Night, Saturday, February 22, 2025**
   d. **Class 20 Temporary Liquor License Request – Crystal Lake Lions Club, February 1, 2025**
   e. **Class 16 Temporary Liquor License Request – Knights of Columbus Fr. McCormick Council #3880 - Polish Dinner, January 25, 2025**
   f. **Special Event Request and Fee Waiver at the Three Oaks Recreation Area – Girls Scouts, Monday, June 9, 2025 through Friday, June 13, 2025 until 10:00 a.m.**
   g. **Special Event Request – Medela, LLC Company Picnic at the Three Oaks Recreation Area, Saturday, June 14, 2025, with set-up on Friday, June 13, 2025**
10. **Special Event Request – Smith Therapy Crystal Lake Aquathon at the Three Oaks Recreation Area, Sunday, July 20, 2025**

11. **City Code Amendment to increase the Number of Class 28 Liquor Licenses and to increase the Number of Video Gaming Licenses - Applicant: Kirin King LLC, d/b/a Kirin King, 446 W. Virginia Street**

12. **Public Highway At-Grade Crossing Agreement with the Union Pacific Railroad Company Regarding Improvements near the Intersection of Main Street and Commons Drive**

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

14. **Vehicle Equipment Upfit – Sourcewell Contract #032824-NAF, for the aftermarket equipment upfit of one (1) 2024 Ford F550 Cab & Chassis at a total cost of $111,876.00**

15. **McHenry County Gang Task Force Agreement**

16. **No Parking Restriction 9:00 am to 2:00 pm on School Days for the west side of Walkup Avenue from Franklin Avenue to Paddock Street**

17. **Amendment to the Ordinance authorizing the General Obligation Bonds, Series 2022B, to include an additional project to be financed with the proceeds of said Bonds**

18. **Resolution of Official Intent regarding certain capital expenditures to be reimbursed from proceeds of obligations to be issued by the City**

19. **Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and authorization to purchase 29 Keltron radio transmitters from Fox Valley Fire & Safety**

20. **Council Inquiries and Requests**

21. **Adjourn to Executive Session for the purpose of discussing matters of pending and probable litigation, the sale, purchase or lease of real property, collective bargaining and personnel**

22. **Reconvene to Regular Session**

23. **Adjourn**

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

Agenda Item No: 9a

City Council
Agenda Supplement

Meeting Date: January 21, 2025

Item: Agreement between the City of Crystal Lake and Northern Illinois Gas Company d/b/a Nicor Gas Company for Compensation and Indemnification for Landscaping and Pavement Damage associated with the Dole Avenue Project

Staff Recommendation: Motion to adopt a Resolution authorizing the Mayor to execute an Agreement between the City of Crystal Lake and Northern Illinois Gas Company d/b/a Nicor Gas Company for Compensation and Indemnification for Landscaping and Pavement Damage associated with the Dole Avenue Project

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

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Background:

Northern Illinois Gas (Nicor) replaced a portion of their gas main along Dole Avenue concurrently with the City's Dole Avenue reconstruction project. In several areas, it was advantageous for the City to perform some of the pavement and landscape restoration work for Nicor in order to minimize construction related disruptions to the public and avoid having pavement and curb patches in the new roadway. Nicor had previously agreed to reimburse the City for the actual work after the project was complete.

The attached agreement identifies the cost of the work ($11,951.57) based on actual quantities and bid unit prices. Upon execution of the agreement, Nicor will provide payment to the City. City special legal counsel has reviewed the agreement and has deemed it acceptable.

Votes Required to Pass:

A simple majority of the City Council

Res. 25R-___

RESOLUTION

WHEREAS the City reconstructed Dole Avenue from Crystal Lake Avenue to Lake Shore Drive in 2023 and 2024; and

WHEREAS Northern Illinois Gas (Nicor) replaced and adjusted sections of their natural gas mains during the project; and

WHEREAS to minimize disruptions to the public and minimize excavations and curb replacement in the new roadway the City performed some of the restoration work directly related to the Nicor work; and

WHEREAS Nicor agreed to reimburse the City for the restoration work at the City's contract unit prices.

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

BE IT FURTHER RESOLVED that the Mayor is authorized to execute a Compensation and Indemnification Agreement for Landscaping and Pavement Damage between the City of Crystal Lake and Nicor

DATED this 21st day of January, 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST

_____
CITY CLERK

PASSED: January 21, 2025
APPROVED: January 21, 2025

Draft

COMPENSATION AND INDEMNIFICATION AGREEMENT FOR LANDSCAPING AND PAVING DAMAGE

This Compensation and Indemnification Agreement for Landscaping and Paving Damage (the "Agreement") is entered into by and between Northern Illinois Gas Company d/b/a Nicor Gas Company ("Nicor") and City of Crystal Lake, an Illinois Municipal Corporation ("Customer")..

WHEREAS, Nicor performed natural gas public utility work in connection with the Dole Avenue Project (Nicor Project #11050938) (the "Work") which Work resulted in damage to landscaping and/or paving at _____(the "Landscaping and Paving Damage"); and

WHEREAS, Customer requested that Nicor compensate Customer for the Landscaping and Paving Damage rather than allowing Nicor to perform the repair and restoration.

WHEREAS, Customer and Nicor agree that $ 11,951.57 is fair and full compensation ("Compensation") to Customer for all costs, expenses and fees without limitation relating to or arising from the Landscaping and Paving Damage.

NOW THEREFORE, Nicor agrees to provide the Compensation subject to and terms and conditions set forth in this Agreement, as follows:

Nicor shall pay the Compensation to Customer in full and final settlement and resolution of any and all claims or damages relating to or arising Landscaping and Paving Damage.

Upon Nicor's payment of the Compensation, Customer, for himself/herself/itself and all of Customer's present and former tenants or other occupants of the Premises, employees, agents, legal representatives, insurers, predecessors, successors, assigns and anyone else claiming by or through Customer, hereby releases, holds harmless and indemnifies Nicor together with all of Nicor's present and former employees, affiliates, agents, legal representatives, predecessors, successors, officers, directors, shareholders, and assigns, of and from any and all actions, causes of action, suits, debts, dues, sums of money, contracts, agreements, promises and demands whatsoever, that Customer has, ever had or could have had relating to or arising from the Landscaping and Paving Damage.

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This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. This Agreement may not be supplemented, amended or modified in any way unless done so in writing and signed by both parties to this Agreement.

Each party signing this Agreement represents and warrants that he/she/it is duly authorized and has legal capacity to sign and deliver this Agreement.

THE UNDERSIGNED HAVE READ, UNDERSTAND and ACCEPT THIS AGREEMENT, and by signing this Agreement, the parties agree to all of the aforementioned recitals, terms and conditions.

Nicor: _____ Date:

Customer: _____ Date: _____

Agenda Item No: 9b

City Council
Agenda Supplement

Meeting Date: January 21, 2025

Item: Crystal Lake Watershed Stormwater Management Facilities Non-Residential Maintenance Plan, Grant of Easement, and Funding Agreement for 475 W. Virginia Street, Lake Roots

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute the Crystal Lake Watershed Stormwater Management Facilities Non-Residential Maintenance Plan, Grant of Easement, and Funding Agreement for 475 W. Virginia Street, Lake Roots

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

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Background:
On November 6, 2007, the City Council adopted the *Crystal Lake Watershed Stormwater Management Design Manual* and the *Crystal Lake Watershed Stormwater Management Program Implementation Plan.* The purpose of both documents is to protect Crystal Lake by regulating the stormwater management practices of properties that develop or redevelop in the watershed.

The *Crystal Lake Watershed Stormwater Management Program Implementation Plan* (Implementation Plan) provides more detail on how the watershed requirements are regulated by the City. The implementation plan gives specific details on what the responsibilities of developers, property owners, and the City are in the watershed.

Per the requirements of the implementation plan, a "Crystal Lake Watershed Stormwater Facilities Non-Residential Maintenance Plan, Grant of Easement and Funding Agreement" (agreement) was created. This agreement is utilized as a template whenever a development is completed within the watershed.

The agreement is necessary with the Lake Roots development as they are adding additional impervious area for parking, as previously approved by the PZC and City Council. This same agreement has been used for other projects in the Crystal Lake Watershed.

The City's special counsel has reviewed the agreement and it is in the City's standard format.

Votes Required to Pass:
Simple Majority

RESOLUTION

WHEREAS, the City of Crystal Lake Watershed Stormwater Management Program Implementation Plan (Plan) and Crystal Lake Watershed Stormwater Design Manual (Manual) have been adopted by the City Council to mitigate the impacts of development on stormwater and to protect the water quality and quantity entering Crystal Lake; and

WHEREAS, the Plan and Manual dictate requirements for non-residential developments to create easements and fund the maintenance and inspection of stormwater facilities;

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 be authorized to execute the Crystal Lake Watershed Stormwater Management Facilities Non-Residential Maintenance Plan, Grant of Easement, and Funding Agreement with 475 W. Virginia Street, Lake Roots.

DATED this 21st day of January, 2025.

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CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____

Haig Haleblian, MAYOR

SEAL

ATTEST

_____

CITY CLERK

PASSED: January 21, 2025
APPROVED: January 21, 2025

CITY of Crystal Lake
Crystal Lake Watershed
Stormwater Management Facilities
Non-Residential Maintenance Plan, Grant of Easement and Funding Agreement

Draft

This Agreement made as of this ____ day of _____, 2025, by and between the CITY of Crystal Lake, an Illinois municipal corporation, 100 West Woodstock Street, Crystal Lake, IL 60014 referred to herein as the "CITY", and Lake Roots Holdings LLC, referred to herein as the "OWNER".

WHEREAS OWNER owns certain real property described in **Exhibit A** attached hereto, which is located within the Crystal Lake Watershed in the CITY of Crystal Lake, Illinois (said property is hereinafter referred to as "the Subject Property").

WHEREAS, the Subject Property is located within the Crystal Lake Watershed (hereinafter, "the Watershed") and is subject to the development restrictions set forth in Chapter 630 of the CITY of Crystal Lake Municipal Code (hereinafter, "the Code"); and

WHEREAS, pursuant to Section 630-5 of the Code, any development within the Watershed must be designed in accordance with the Crystal Lake Stormwater Management Design Manual (hereinafter, "the Design Manual"); and

WHEREAS, pursuant to City of Crystal Lake Ordinance No. 6285, on November 6, 2007, the CITY adopted the Crystal Lake Watershed Stormwater Management Program Implementation Plan (hereinafter, "the Implementation Plan"); and

WHEREAS, the Subject Property is subject to the terms and provisions of the Implementation Plan; and

WHEREAS, the Design Manual provides at Section 6.1 that all stormwater management facilities located within the Watershed must be designed and maintained in

accordance with maintenance requirements set forth in the Design Manual and pursuant to a maintenance plan which shall be incorporated within any stormwater permits issued; and

WHEREAS, the Implementation Plan provides for an inspection program to be conducted by a consultant hired by the City both during and subsequent to the construction of stormwater management facilities within the Watershed; and

WHEREAS, the storm water management facilities within the Subject Property (hereinafter, "the Facilities"), include the following:

1. All structural components including, but not limited to, detention/retention basins, swales/channels, storm sewers, manholes, catch basins, outlet and inlet structures and pipes, culverts, restrictors/orifices/weirs, vegetation, basin retaining walls, trash racks, trench drains, drywells, water quality best management practices (BMP's), and
2. All associated appurtenances contributing to the function and maintenance of these components.

WHEREAS, the Facilities are located upon the Subject Property and within the area described as the "Stormwater Management Easement" depicted in Exhibit A (hereinafter referred to as the "Easement Area").

WHEREAS, the CITY and the OWNER, desire to enter into this Agreement in order to provide for the inspection, maintenance, repair and continued operation of the Facilities, and the preservation of the Watershed, in compliance with the Code, the Implementation Plan and the Design Manual (hereinafter referred to individually, or collectively referred to as "the Regulations") and to provide for the granting of certain easement rights to the City upon the Subject Property and the Easement Area and such other rights as further described in this Agreement.

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NOW, THEREFORE, the CITY and OWNER hereby agree as follows:

1. Recitals. The foregoing recitals are hereby repeated and incorporated by reference as though fully set forth herein.
2. Final Inspection and Approval of the Facilities. OWNER shall provide written notification to the CITY within 10 business days when the OWNER has reasonable knowledge to believe that any or all of the Facilities has been fully and properly completed and shall request final inspection and approval of the Facilities by CITY. Such notice and request for approval shall be accompanied by "As-Built" or "Record" drawings. Such notice and request shall be given with sufficient time to allow the CITY to inspect the Facilities and to prepare a punch list of items requiring repair or correction pursuant to the approved drawings and to allow OWNER time to make all required repairs and corrections prior to the CITY approving the Facilities. The Owner shall make all repairs reasonably required by the CITY pursuant to such punch list as a prerequisite to CITY approval of the Facilities.
3. Grant of Easement: The OWNER hereby grants to the CITY and its employees, agents and contractors (hereinafter, collectively, the "Grantees") a non-exclusive

perpetual easement over, upon and under the Easement Area for the purpose of performing the inspection, maintenance, repair and replacement services (hereafter collectively referred to as "the Services") with respect to the System, as may be required or allowed by the Regulations and this Agreement, and further grants to the Grantees the right of access to the Easement Area upon the Subject Property, as reflected in the Plat, in order to allow for the CITY to accomplish such services. The easement rights granted herein shall not be construed as prohibiting the OWNER from performing regular mowing of any turf grass within the Stormwater Management, provided, however, that the OWNER shall be solely responsible for the cost of any repair to the Facilities which are required as a result of OWNER'S mowing of the turf grass.

4. CITY's Right/Obligation to Perform Inspection/Routine Maintenance Services. Upon the approval of the Facilities by the CITY, the CITY shall, at the expense of the OWNER, assume responsibility for performing the inspection and routine maintenance services of the Facilities in accordance with the Regulations In accordance with the Implementation Plan the CITY has previously retained or will in the future retain the Services of a qualified consultant (hereinafter, "the Consultant") for the purpose of performing the inspection and routine maintenance services (hereinafter the "Contract for Services"). The CITY represents that any Consultant currently retained by the CITY or retained by the City in the future, has been or will be selected based upon the City's normal competitive bidding process. The Consultant shall perform the inspection and routine maintenance services of the Facilities in accordance with the Regulations and in accordance with a Contract for Services currently established or to be established between the Consultant and the CITY. Such Contract for Services with the Consultant shall expire one year from the date of its execution, unless otherwise continued for an additional year by agreement of the CITY and the Consultant. A copy of any contract entered into between the CITY and the Consultant in connection with the Services shall be made available to the OWNER upon request. The Scope of Services to be included within the Contract for Services shall be solely within the discretion of the CITY, provided that the Contract for Services shall include the following provisions:
   a. A representation that the Consultant has the requisite expertise and ability to render the Services and will perform the Services with reasonable diligence and in a professional and workmanlike manner, consistent with generally accepted standards and in compliance with any and all applicable laws, rules and regulations.
   b. Consultant shall be responsible for any damage that may be caused to the Property by the activities of the Consultant under the Contract for Services and shall exercise due diligence in the protection of all improvements and other property of the OWNER which may be located on and around the Easement Area against fire or damage from any and all other causes.
   c. The OWNER shall not be responsible for damages to property or injuries to persons which may arise from or be incident to Consultants entry onto the Property or Easement Area, nor for damages to the property of the Consultant, or for damages to the property or injuries to the person of the Consultant's officers, agents, servants, or employees or others who may be on the Property at their invitation or the invitation of any of them (provided that such injury and/or damage does not arise out of the negligent or willful

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conduct of the OWNER), and the Consultant, shall hold the OWNER and CITY harmless from any and all such claims.

d. The Consultant will fully indemnify and hold harmless the OWNER from all claims or causes of action against it that may arise in connection with the provision of the Services, which includes all areas included in or adjacent to the Easement Area, provided that such claims or causes of action do not arise out of the negligent or willful conduct of the OWNER. Prior to commencing operations under the Contract for Services, the Consultant will obtain from an insurance company, licensed in the State of Illinois and acceptable to the CITY, liability insurance, with the OWNER named as an additional insured, providing for limits no less than $1,000,000 per person in any one claim, and an aggregate limit of $2,000,000 for any number of persons or claims arising from any one accident with respect to bodily injuries or death resulting from such accident, and $250,000 for property damage suffered by any person or persons resulting from the Services of the Consultant under the terms of the Contract for Services.

5. OWNERS's Obligation For All Costs Associated with Inspection/Routine Maintenance Services. All costs relating to such Contract for Services (hereinafter referred to as "Costs") shall be the sole responsibility of the OWNER and its successors and assigns, in perpetuity. In order to ensure payment of the Costs, the OWNER, on its own behalf and on behalf of its successors and assigns agrees to the following:

   a. Escrow Funding. Upon the approval of the Facilities by the CITY, the CITY shall provide the OWNER with an estimate of Costs for the upcoming year (hereinafter, "the Estimate"). The Estimate shall be calculated based upon the anticipated Costs which the CITY, per the Contract for Services and the requirements outlined in the Regulations, determines will likely be incurred for performance of the Services during the year following the issuance of the Estimate. Within thirty (30) days of the Estimate being delivered to the OWNER, the OWNER shall deposit with the CITY funds equal to the Estimate for such year and the CITY shall hold such funds in escrow and shall be authorized to draw upon such funds (hereinafter, "the Escrowed Funds"), as the CITY deems necessary, in order to pay the Costs incurred by the CITY. The Owner shall not be entitled to any interest with respect to any funds deposited with the CITY pursuant to this paragraph. On each anniversary date of the Estimate, the CITY shall provide a revised Estimate and within thirty days of the revised Estimate being delivered to the OWNER, the OWNER shall deposit sufficient funds with the CITY to cause the balance of the Escrowed Funds held by the CITY to be increased to the amount reflected in the revised Estimate (hereinafter, the Annual Escrow Deposit"). In the event that the Escrowed Funds during any year are insufficient to pay any Costs incurred by the CITY, the Owner shall, within, thirty days of demand by the CITY, deposit sufficient funds to increase the Escrowed Funds to the balance required by the CITY to pay such Costs. (hereinafter, "the Deficit Reimbursement").

6. CITY's Right/Obligation to Perform Repair and/or Replacement Services. In the event that the Consultant and/or the CITY determine that an element of the Facilities has become damaged or otherwise requires repair and/or replacement, the CITY shall provide written notification to the OWNER of such condition with the required scope of work (hereinafter, "scope") via certified mail, unless

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the repair is of an emergency nature. Within five (5) business days following the date mailing of such written notification, the OWNER shall be required to respond to the City representative in writing with their decision to either complete the work on their own or have the City hire a contractor. Should the OWNER decide to move forward with the repair and/or replacement, the OWNER shall have ten (10) days following the date of mailing of such written notification to provide the CITY with a signed written proposal from a qualified contractor or contractors for the repair/replacement of the element(s) of the Facilities requiring repair or replacement. The proposal shall include not less than three (3) references for each contractor that the OWNER proposes to perform the work. Provided that such contractor(s) possess the qualifications to perform the repair or replacement, as reasonably determined by the CITY, and such proposal provides a completion date for such repair or replacement that is acceptable to the CITY, the CITY shall authorize the OWNER to accept the proposal and allow the contractor(s) to perform the necessary repair and/or replacement in accordance with the proposal. Within three (3) business days of the CITY'S receipt of the proposal, the CITY shall provide the OWNER with written notice of its approval or disapproval of the proposal and contractor. All costs related to repair and/or replacement performed by contractor(s) hired by the OWNER shall be the sole responsibility of the OWNER. The OWNER shall be required to obtain a building permit prior to any work commencing. The building permit shall include the application and the proposal which outlines the specific work to be completed. Such repair and/or replacement shall be subject to the inspection and approval by the CITY'S Consultant. In the event that the CITY'S Consultant determines that the repairs have not been completed correctly, the Consultant shall provide written notification to the OWNER of the deficiencies and the OWNER shall cause the contractor(s) to cure the deficiencies within five (5) business day. In the event that: a) the OWNER fails to provide a written proposal to the CITY within the ten (10) period provided by this paragraph; or (b) such written proposal is not approved by the City; or c) the OWNER fails to complete the repairs or replacement by the completion date set forth in the proposal; or d) the OWNER fails to cure any deficiencies in repairs or replacement performed by contractors retained by the Owner by the deadline established by the Consultant or such later date relating to these deadlines as may be approved by the CITY, in writing, the CITY may, without further notice to the OWNER, pursuant to its Purchasing Policy and Procedure Manual select an independent contractor to perform the necessary repair and/or replacement or perform the work necessary to cure any deficiency in work performed by the Owner's contractor(s). The CITY shall not be required to comply with the notice requirements of this paragraph in the event that such repair and/or replacement is required on an emergency basis, as determined by the CITY. In the case of such an emergency, the CITY shall be authorized to engage its own contractors to perform such emergency repair or replacement and shall provide the OWNER with notice of such repair as soon as may be practical.

7. <u>OWNERS's Obligation for All Costs Associated with Repair and/or Replacement Services Performed by the CITY or Its Contractor.</u> Upon completion of any repair and/or replacement of the Facilities by the City or its authorized independent contractors pursuant to the provisions of Section 6, above, the CITY shall forward the invoice from the independent contractor for such repair and/or replacement to the OWNER. Within thirty (30) days of the

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final invoice from the independent contractor retained by the CITY to perform such repair and/or replacement being delivered to the OWNER, the OWNER shall pay the amount due pursuant to such invoice directly to the contractor (hereinafter, the "Repair and/or Replacement Cost").

8. Notice to Subsequent Owners/Tenants. The OWNER shall provide in all deeds of conveyance or leases transferring any interest in the Subject Property that the Subject Property is subject to the terms and conditions of this Agreement, including the requirement for the payment of the Costs and the Repair and/or Replacement Costs and the Deficit Reimbursement. To the extent that any property owner's association for the Subject Property is formed, any restrictive covenants related thereto shall also reference this Agreement and provide for the payment of funds by members of such association to ensure that sufficient funds are available to pay the OWNER's financial obligations this Agreement.

9. Lien Upon the Subject Property/Formation of Special Service Area ("SSA"). In the event that the OWNER: 1) fails to deposit the initial Escrowed Fund; and/or 2) fails to make any Annual Escrow Deposit; and/or 3) fails to pay the CITY for any Deficit Reimbursement; and/or 4) fails to pay any Costs or any Repair and/or Replacement Cost, (hereinafter, individually and/or collectively referred to as a "Payment Default") the amounts due as a result of such Payment Default shall constitute a lien upon the Subject Property. Additionally, if such Payment Default continues for a period of more than sixty (60) days , the CITY may, at any time thereafter, establish (but shall not be required to establish) an SSA to fund the obligations of the OWNER as set forth in Section 4(a) and 4(b) of this Agreement. The OWNER on its own behalf and on behalf of its successor, heirs and assigns, agrees that in the event of such Payment Default, it will neither object to nor, in any manner, oppose the creation of Such SSA. The boundaries of the SSA shall be coterminous with the boundaries of the Subject Property.

10. Record Keeping. The CITY shall maintain separate and distinct records, according to the requirements of the Crystal Lake Stormwater Ordinance, for work performed and Costs incurred in connection with this Agreement. The CITY shall record dates of Services provided. Such records shall be kept by the CITY and be available for OWNER'S review upon request, notwithstanding that said records may not be subject to disclosure under the Freedom of Information Act, as amended.

11. Agreement Running with the Land. This Agreement shall run with the Subject Property and shall benefit and be binding upon the CITY and the OWNER and their respective successors and assigns.

12. Enforcement. The parties hereto may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the CITY shall be entitled to withhold the issuance of building permits or certificate of occupancy for any and all buildings and structures within the Subject Property at any time when the OWNER has failed or refused to meet fully any of its obligations under this Agreement so long as such withholding of permits or certificates of occupancy are not unreasonably withheld or the OWNER's ability to obtain same is due to an unavoidable delay outside of the OWNER'S control.

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13. Amendments and Waivers. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and delivered by the CITY and the OWNER. No term or condition of this Agreement shall be deemed waived by any party unless the term or condition to be waived, the circumstances giving rise to such waiver and, where applicable, the conditions and limitations on such waiver are set forth specifically in a fully authorized and written waiver of such party. No waiver by any party of any term or conditions of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provisions of this Agreement. Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, by certified mail/return receipt requested, the party alleged to have failed to perform and performance shall be demanded. The party alleged to be in default shall be considered to have cured the breach if said nonperformance is cured within a fifteen (15) working day period from the date of the notice of breach.
14. Term. The term of this Agreement shall continue in force in perpetuity unless otherwise agreed to, in writing, by both the CITY and the OWNER.
15. Severability. If any provision of this Agreement is held to be invalid, the remaining provisions shall remain in full force and effect.
16. Any notice given in connection with this Agreement shall be given in writing and delivered either by hand to the party or by certified mail, return receipt requested to the party at that party's address stated at the top of this Agreement. Any party may change its notice address by giving notice of the change within 30 days of the party obtaining a new address in accordance with this section.
17. This Agreement supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties.

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Approved By:
CITY of Crystal Lake

By: _____
(Signature)

Date: _____

Name: Eric Helm
(Print)

Title: City Manager
(Print)

Accepted By:
Lake Roots Holdings LLC

By: DocuSigned by: Rod Russell 50AF1A882EAE4F9...
(Signature)

Date: 1/9/2025

Name: Rod Russell
(Print)

Representing: Lake Roots Holdings
(Print)

EXHIBIT A

P.I.N. No. 19-06-277-002
19-06-277-005
19-06-277-007

EASEMENT EXHIBIT

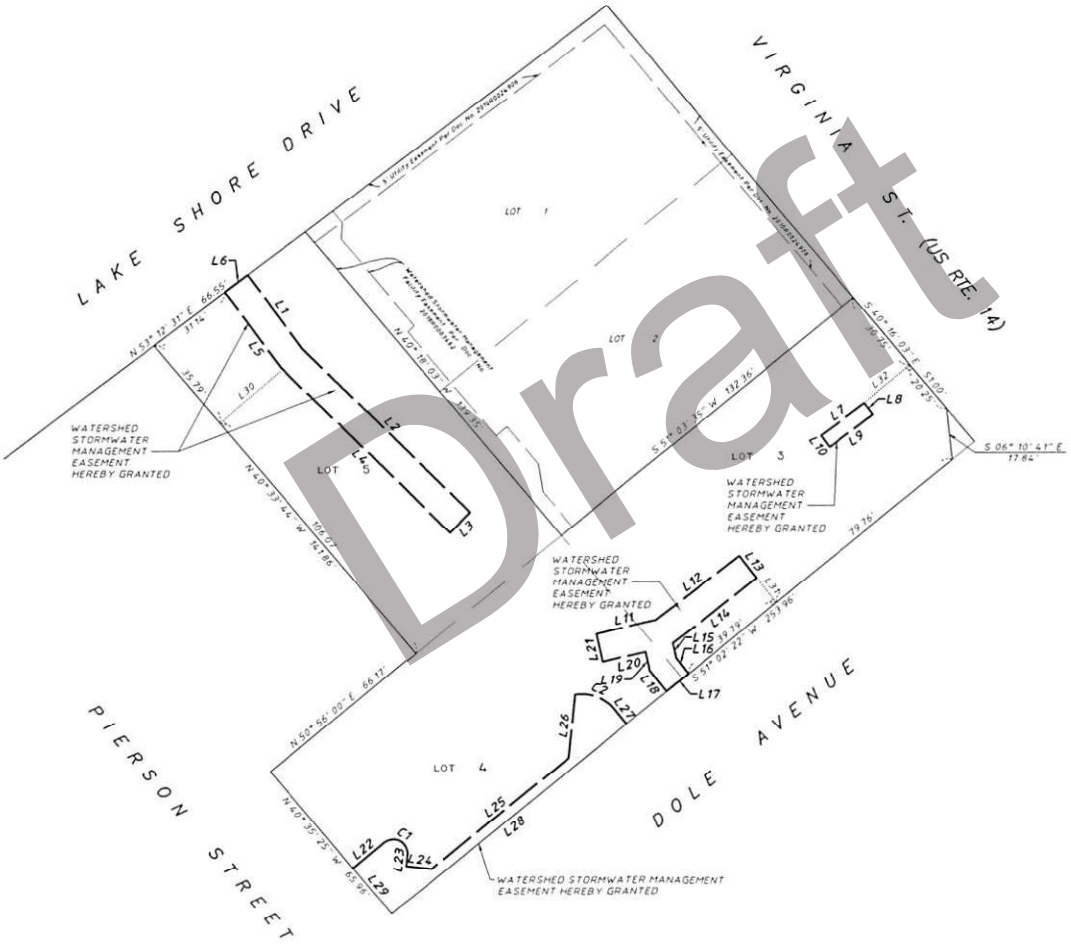
IN

LOT 3 (EXCEPT THAT PART DESCRIBED IN DOCUMENT 933753), AND ALL OF LOTS 4 AND 5 IN BLOCK 8 IN PIERSON'S ADDITION TO CRYSTAL LAKE, A SUBDIVISION OF PART OF SECTION 5 AND SECTION 6, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 18, 1868, IN BOOK 43 OF DEEDS, PAGE 303, IN MCHENRY COUNTY, ILLINOIS

SHEET 1 OF 1

30 15 0 30

SCALE: 1" = 30'



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LINE TABLE		
Line	Direction	Length
L1	S 36° 47' 28.89" E	32.41'
L2	S 46° 00' 10.98" E	82.08'
L3	S 43° 59' 49.02" W	10.00'
L4	N 46° 00' 10.98" W	82.89'
L5	N 36° 47' 28.89" W	33.21'
L6	N 53° 12' 31.11" E	10.00'
L7	N 53° 31' 54.87" E	19.03'
L8	S 36° 28' 05.13" E	5.00'
L9	S 53° 31' 54.87" W	19.03'
L10	N 36° 28' 05.13" W	5.00'
L11	N 77° 22' 28.61" E	21.24'
L12	N 52° 08' 22.47" E	37.35'
L13	S 37° 51' 37.53" E	10.00'
L14	S 52° 08' 22.47" W	37.45'
L15	S 12° 37' 31.39" E	5.31'
L16	S 38° 57' 37.97" E	6.94'
L17	S 51° 02' 22.03" W	10.00'
L18	N 38° 57' 37.97" W	9.28'
L19	N 12° 37' 31.39" W	6.73'
L20	N 77° 22' 28.61" E	15.41'
L21	N 12° 37' 31.39" W	10.00'
L22	N 51° 02' 19.51" E	14.39'
L23	S 6° 02' 22.03" W	3.92'
L24	S 83° 57' 37.97" E	9.04'
L25	N 51° 00' 43.57" E	62.14'
L26	N 6° 02' 22.03" E	22.33'
L27	S 39° 02' 13.80" E	6.69'
L28	S 51° 02' 22.03" W	106.29'
L29	N 40° 35' 25.31" W	21.18'
L30	S 49° 26' 16.11" W	28.94'
L31	S 38° 57' 37.97" E	10.97'
L32	N 49° 43' 56.76" E	20.80'

CURVE TABLE				
Curve	Length	Radius	Chord	Chord Bearing
C1	11.78'	5.00'	9.24'	S 61° 27' 39" E
C2	15.30'	14.50'	14.60'	S 69° 15' 56" E

HAEGER ENGINEERING
consulting engineers • land surveyors
100 East State Parkway, Schaumburg, IL 60173
Tel: 847.394.6600 Fax: 847.394.6608
Illinois Professional Design Firm License No. 184-003152
www.haegerengineering.com

Plot Date: Jan 09, 2025 - 1:01 pm Plotted By: jason-h Layout: 18x24-Plot-F1 (2)
File Name: P:\2023\23006\Drawings\Final Survey\23006-Plot of Easement.dwg

23-006

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Agenda Item No: 9c

City Council
Agenda Supplement

Meeting Date: January 21, 2025

Item: Class 19 Temporary Liquor License Request – Crystal Lake South High School Booster Club, Trivia Game Night, Saturday, February 22, 2025

Staff Recommendation: Motion to approve issuance of a Class 19 Temporary Liquor License to the Crystal Lake South High School Booster Club, Trivia Game Night on Saturday, February 22, 2025.

Staff Contact: Nick Hammonds, Deputy City Manager

Background:
The City has received a request from the Crystal Lake South High School Booster Club for the issuance of a Class 19 Temporary Liquor License in order to sell beer, wine, and alcoholic liquor drinks at their annual Trivia Game Night being held at the St. Elizabeth Ann Seton Church Community Center, located at 1023 McHenry Avenue, on Saturday, February 22, 2025 from 6:00 p.m. to 11:00 p.m.

Section 329-5-S of the City Code permits the issuance of a Class 19 Temporary Liquor License for the retail sale of beer, wine, and alcoholic liquor drinks for consumption upon the premises specified in the license where sold. The license shall be issued to not-for-profit corporations qualified to do business in the State of Illinois. The license shall be for a period not to exceed three (3) days, and shall be issued only for special events sponsored by the not-for-profit corporation requesting the license.

The Council has approved this event in the past.

Votes Required to Pass:
Simple majority

TLL24-000001
Temporary Liquor License

Applicant Name	lisa Camasta
Applicant Email	crystallakesouthboosters@gmail.com
Applicant Address	1452 candlewood dr crystal lake IL 60014
Applicant Company Name	CLS Booster Club
Applicant Company Address	1200 S. McHenry Ave Crystal Lake il 60014
Applicant Home Phone	
Applicant Cell Phone	
Applicant Work Phone	
Temporary License Classification	Class 19
Dates of Event	02/22/2025
Hours of Operation	6:00-11:00 pm

Letter to the Mayor and City Council requesting approval of the issuance of a Temporary Liquor License to applicant: mayor liquor letter.pdf
President Signature: signature.png
Proof of liquor liability insurance: CLS COI for CIty of CL.pdf
Proof of liquor liability insurance: CLS COI for St. Eliz. Church.pdf
Proof of permission from owner of the premises, if different than applicant, authorizing the sale of beer, wine and alcoholic liquor drinks on the property during the time requested: seton letter for liquor license.pdf
Secretary Signature: signature.png
Site plan of area where beer, wine and alcoholic liquor drinks will be sold: SEAS floor plan.pdf
System Email: Online Application Received.htm
System Email: Your license application has been received.htm
Upload signed affidavit Click Here for form: signed affidavid.pdf

AFFIDAVIT

STATE OF ILLINOIS)
COUNTY OF MCHENRY)

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

Lisa Comorito
Signature of President

Claudine Kerber
Signature of Secretary

Subscribed and sworn to before me this 14
day of December, 2024.

Notary Public

BRIAN C COYLE
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
February 08, 2027

815 459-2020

12/06/2024

Dear Mr Mayor and city council,

The Crystal Lake South booster Club is requesting a class 19 temporary liquor license. We will be holding our annual Trivia night fundraiser February 22nd at St.Elizabeth Ann Seton church and would like to be able to sell wine, mixed drinks, and beer to the participants for consumption on the property. We would greatly appreciate your consideration.

Yours sincerely,

Lisa Camasta

Lisa Camasta
Booster Club President
Crystal Lake South High School



St. Elizabeth Ann Seton Catholic Church

1023 McHenry Avenue
Crystal Lake, Illinois 60014

Rev. John Kladar
Pastor

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

November 6, 2024

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

To Whom It May Concern:

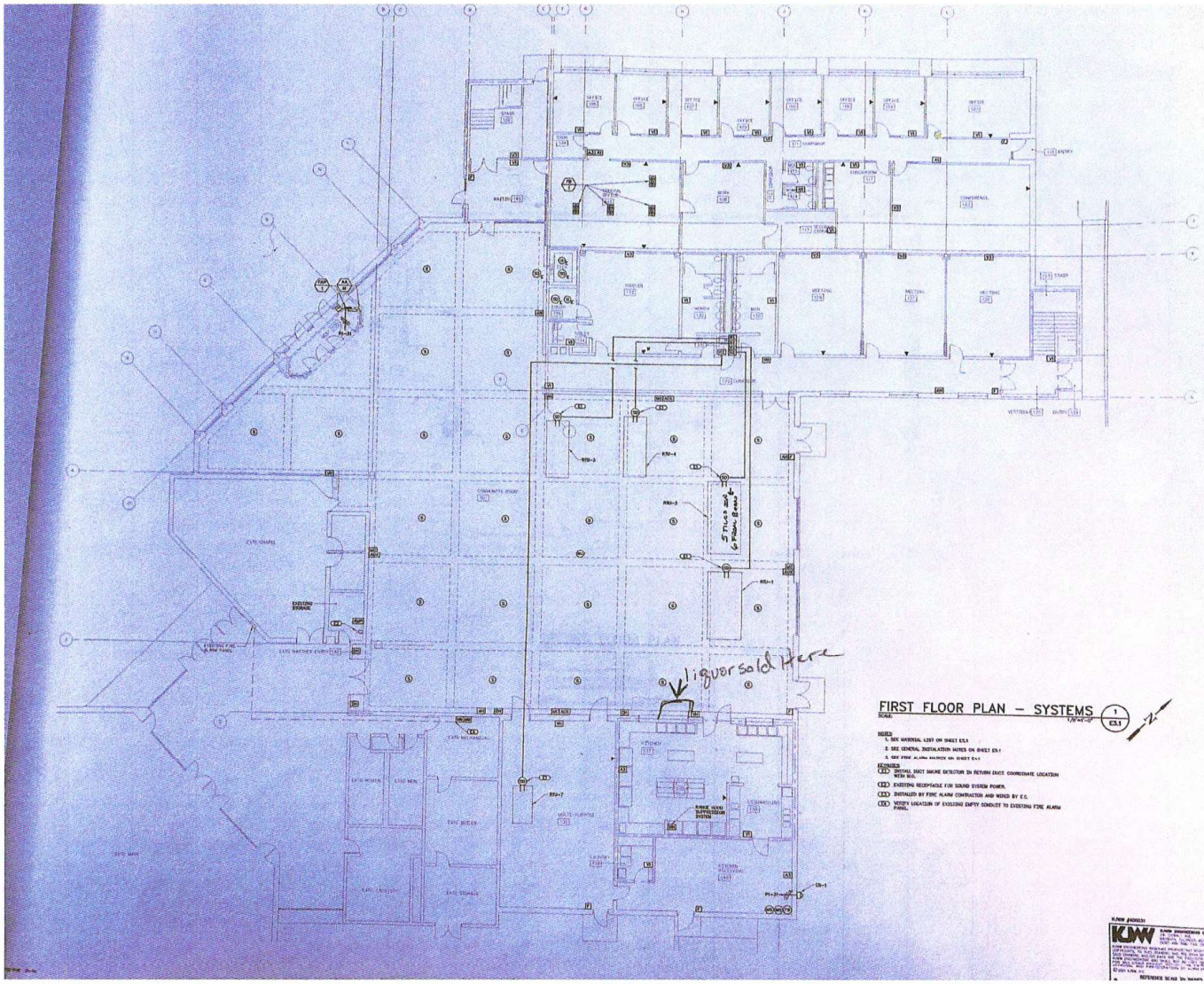
I grant permission to the Crystal Lake South High School Booster Club to serve alcohol at their Trivia Night fundraiser to take place on Saturday, February 22, 2025, at St. Elizabeth Ann Seton Church in Crystal Lake, IL. I understand that the Booster Club will obtain liability insurance to cover this event and will provide me with a copy of the policy prior to the event. I further understand the C.L. South High School Booster Club will obtain the required liquor license from the City of Crystal Lake in order to serve alcohol at this event.

God Bless You,

Fr. John Kladar

Reverend John Kladar
Pastor

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



FIRST FLOOR PLAN – SYSTEMS (1 / E3.1)

NOTES
1. SEE MATERIAL LIST ON SHEET E3.3
2. SEE GENERAL INSTALLATION NOTES ON SHEET E3.1
3. SEE FIRE ALARM RISER ON SHEET E4.1

KEYNOTES
(1) INSTALL DUCT SMOKE DETECTOR IN RETURN DUCT. COORDINATE LOCATION WITH M.C.
(2) EXISTING RECEPTACLE FOR SOUND SYSTEM POWER.
(3) INSTALLED BY FIRE ALARM CONTRACTOR AND WIRED BY E.C.
(4) VERIFY LOCATION OF EXISTING EMPTY CONDUIT TO EXISTING FIRE ALARM PANEL.

HESTRUP AND ASSOCIATES

NEW ADDITION FOR

job no:
date:
revision

E3

OP ID: CB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/06/2024

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

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

PRODUCER Frisch & Barrett Insurance Agency, Inc. 226 W. Main Cary, IL 60013 Charles Barrett	CONTACT NAME: Chuck Barrett PHONE (A/C, No, Ext): 847-639-2134 FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: HIGHS-1
INSURED HIGH SCHOOL DISTRICT #155 BOOSTER CLUBS c/o 226 W Main St. Cary, IL 60013-2721	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Erie Insurance Exchange INSURER B : Risk Placement Services Inc. INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	Y		Q45-0750619	09/07/2024	09/07/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			Q45-0750619	09/07/2024	09/07/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $			Q33-0770181	09/07/2024	09/07/2025	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Liquor Liability	Y		JFL/LIQ/244316	02/22/2025	02/23/2025	Liq. Liab	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THe City of Crystal Lake is added as Additional Insured for event held by Crystal Lake South H.S. Booster Club at 1023 McHenry Ave., Crystal Lake, Il. 60014 on 2/22/25.

CERTIFICATE HOLDER

CRYS005

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Charles Barrett

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Agenda Item No: 9d

City Council
Agenda Supplement

Meeting Date: January 21, 2025

Item: Class 20 Temporary Liquor License Request – Crystal Lake Lions Club, February 1, 2025

Staff Recommendation: Motion to approve issuance of a Class 20 Temporary Liquor License to Crystal Lake Lions Club

Staff Contact: Nick Hammonds, Deputy City Manager

Background:

The City received a request from the Crystal Lake Lions Club for the issuance of a Class 20 Temporary Liquor License in order to offer alcohol in the package only, as a raffle prize for their annual Winter Steak Fry on Saturday, February 1, 2025. The Crystal Lake Lions Club was issued their raffle license on December 17, 2024 and would like to add alcohol as raffle prizes to their existing raffle license. While raffle licenses are approved administratively per the City Code, the issuance of a temporary liquor license requires consideration by the City Council.

The organization will need a temporary liquor license as the awarding of alcoholic liquor as a raffle prize is considered the sale of alcohol by the State Liquor Control Act. The alcoholic raffle prizes will be awarded at The Holiday Inn located at 800 S. IL Route 31, on Saturday, February 1, 2025, and must be picked up by Monday, February 3, 2025.

Section 329-5-T of the City Code permits the issuance of a Class 20 Temporary Liquor License for the retail sale of alcoholic liquor on the premises in packages only but not for consumption on the premises specified in the license where sold. The license shall be issued to not-for-profit corporations or organizations qualified to do business in the State of Illinois. The license shall be for a period not to exceed three days and shall be issued only for special events sponsored by the not-for-profit corporation or organization requesting the license.

Votes Required to Pass:

Simple majority

Crystal Lake Lions Club

- Serving Crystal Lake Since 1931 -
P.O. Box 48
Crystal Lake, Illinois 60039-0048

"WE SERVE"

January 13, 2025

City of Crystal Lake
100 W Municipal Complex
Crystal Lake, IL 60014

RE CL Lions Temporary Liquor License

Mayor Haig Haleblian,

The Crystal Lake Lions Club would like to amend our request for raffle permits required for the Crystal Lake Lions Club 25th Winter Steak Fry. We have filed the required application for the event, but it has come to our attention that we will also need a Class 20 Temporary Liquor License issued by the city to allow for any silent auction or raffle that may include alcohol as a prize. (ie. CLB beer basket, Rush Creek Distillery, or a cork pull).

We would ask the city to extend the club a one day license as an attachment to our approved raffle permits for the event at the Holiday Inn on February 1, 2025.

We are expecting close to 800 guests and raise over $100K to serve the needs of the community.

Sincerely,

Rob Parrish
Crystal Lake Lions President

CITY OF CRYSTAL LAKE

Class "20"
Temporary Liquor License

General Information:

- A Class "20" **Temporary** Liquor License authorizes the retail sale of alcoholic liquor on the premises specified in the license in packages only but not for consumption on the premises where sold.
- The license applicant must be a **not-for-profit** corporation qualified to do business in the State of Illinois.
- The license is valid for a period not to exceed three (3) days and may only be used for special events sponsored by the not-for-profit corporation requesting the license.
- Issuance of a Class "20" Temporary Liquor License must be reviewed and approved by the Mayor and City Council of the City of Crystal Lake.

AFFIDAVIT

STATE OF ILLINOIS)
COUNTY OF MCHENRY)

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

Signature of President

Signature of Secretary

Subscribed and sworn to before me this 10

day of January, 2025.

Notary Public

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

City of Crystal Lake
Application for Temporary Liquor License

CLASS "20"
Alcoholic Liquor in Packages Only

The undersigned hereby makes application for a license for the sale at retail of alcoholic liquor in packages only under the provisions of the City of Crystal Lake Liquor Licensing Ordinance:

1. Applicant's full name CRYSTAL LAKE LIONS CLUB - ROB PARRISH
(Must be not-for-profit organization)

Address PO BOX 0048 CRYSTAL LAKE Phone Number [redacted]

2. Location where beer in packages only will be sold:
CORK PULL AND SILENT AUCTION RAFFLES IN MAIN HALLWAY

3. Dates of the event (**not to exceed three (3) days**): FEB 1, 2025 @ HOLIDAY INN.

4. Hours of operation: 5:30pm - 12:00pm RAFFLES CLOSE @ 9pm.

5. Describe the type of crowd and traffic control licensee will utilize. ALL GUESTS MUST BE 21 YEARS OLD TO ENTER. NO ALCOHOL TO BE CONSUMED ON PREMISES.

6. Describe plan for refuse pickup. RECEPTACLES ON SITE AT HOLIDAY INN COLLECTED BY STAFF AND PLACED IN DUMPSTERS.

7. Please list the names and addresses of the members of the organization who will be selling alcoholic liquor in packages only at the location pursuant to the license. If additional space is needed, please use reverse side.
ROB PARRISH 40 CENTER STREET CRYSTAL LAKE IL, 60014 PRESIDENT.

8. **Please attach the following to your application:**
   - ☑ **License fee in the amount of *$20.00*. (Make checks payable to the "*City of Crystal Lake*".)**
   - ☑ **Proof of liquor liability insurance**
   - ☑ **Proof of permission from owner of the premises, if different than applicant, authorizing the sale of beer in packages only on the property during the time requested.**
   - ☐ **Site plan of area where beer in packages only will be sold.**
   - ☑ **Letter to the Mayor and City Council requesting approval of the issuance of a Class "20" Temporary Liquor License to applicant.**

[signature] 1/10/25
Signature of President Date

[signature] 1/10/25
Signature of Secretary Date

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

Holiday Inn
IHG
Chicago NW | Crystal Lake

January 10, 2024

City Manager's Office
Attn: Raffle License
100 W. Municipal Complex
Crystal Lake, IL 66014

RE: Raffle License Application

Greetings,

On February 1, 2025 the Crystal Lake Lions Club will host the Crystal Lake Lions Steak Fry at the Holiday Inn, Crystal Lake. We are aware that the CL Lions Club Foundation will conduct different raffles and the Holiday Inn will not receive any proceeds from these raffles. The Silent Auction and Raffle items will include alcohol prizes not to be opened on premises.

Sincerely,

Sara Voegeli
Senior Catering Manager
Holiday Inn Crystal Lake

Holiday Inn
Crystal Lake Meeting Space

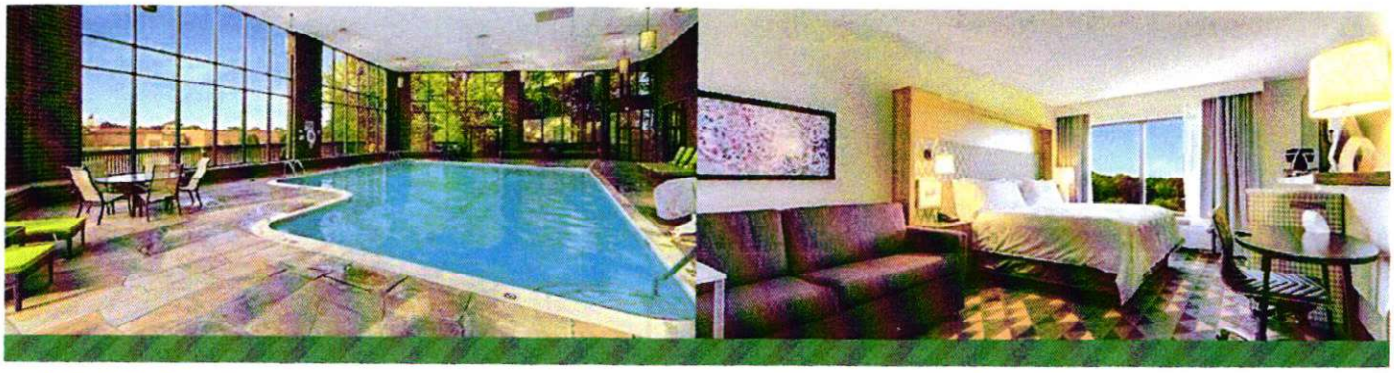


Just 40 miles northwest of downtown Chicago, Holiday Inn Chicago NW Crystal Lake Convention Center is situated in a community full of charm and personality. The Holiday Inn Crystal Lake & Elara Convention Center is surrounded by lush acreage overlooking the quaint Lake Acorn. More than just a place for travelers to lay their heads, we're proud to be the county's only full-service hotel with 20,000 square-feet of function space perfect for weddings, meetings, tradeshows, and social events.

Holiday Inn
AN IHG HOTEL

IHG Rewards Club

800 South Route 31 | Crystal Lake, Illinois 60014 | elaraconvention.com
info@crystallakehi.com | 815.477.7000



Hotel Features

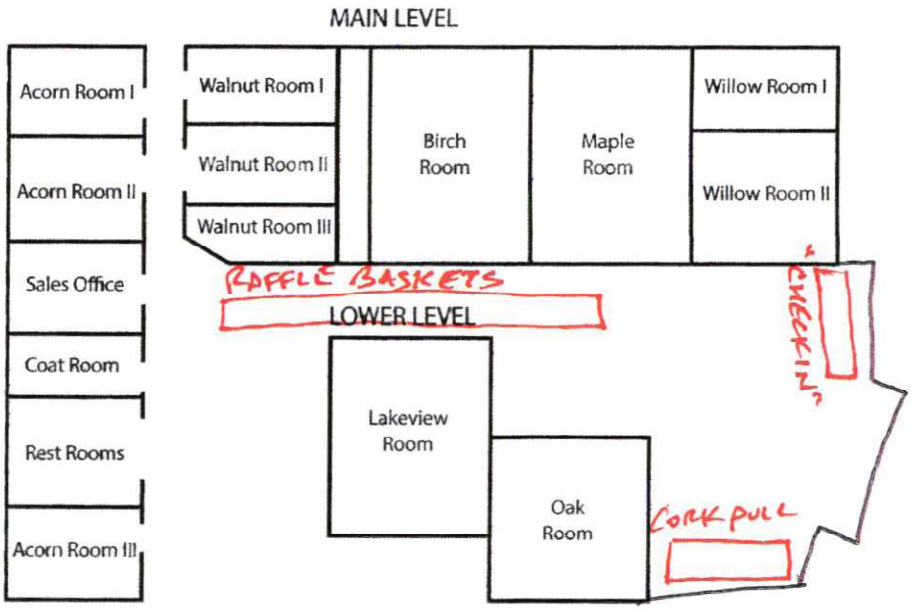
- Three Oaks Lodge Restaurant & Lounge
- Resort-Like Indoor Pool
- Complimentary Wi-fi
- Free Ample Parking
- Hertz Rental Car Onsite
- Guest Laundry Facilities
- Business Center
- Fitness Center
- Room Service

Meeting Services

- 20,000 sq. ft. function space
- Events up to 1,200 guests
- 11,200 sq. ft. Ballroom
- 21 Meeting Rooms
- 14 foot Ceilings
- Complete Banquet & Catering Services Onsite
- State-of-the-Art AV Equipment
- Experienced Sales & Catering Staff
- 2 Executive Boardrooms
- Meeting Rooms with Natural Light
- Storage & Coat Rooms

Guest Room Information

197 Guest Rooms | **6** Floors | **139** Double Bed Rooms | **44** King Rooms
14 Suites | ADA Compliant Rooms



Facility	Size	Ceiling	Theater	Classroom	Banquet	Reception	U-Shape	Conference	Boardroom
Elara Ballroom	70x160	14'	1200	600	780	1000	-	-	-
Walnut Rooms	35x70	14'	150	125	130	225	-	-	-
Walnut I	23x35	14'	50	35	40	60	30	25	-
Walnut II	23x35	14'	50	35	40	60	30	25	-
Walnut III	23x35	14'	50	35	40	60	30	25	-
Birch Room	39x70	14'	225	150	180	225	50	-	-
Maple Room	39x70	14'	225	150	180	225	50	-	-
Willow Rooms	39x70	14'	225	150	180	225	50	-	-
Willow I	24x39	14'	70	30	40	60	25	25	-
Willow II	47x39	14'	125	75	60	120	40	40	-
Acorn I	24x26	14'	50	25	40	50	20	15	-
Acorn II	24x26	14'	50	25	40	50	20	15	-
Acorn III	24x26	14'	50	25	40	50	20	15	-
Algonquin	16x28	8'	-	-	-	-	-	-	10
Crystal Lake	16x28	8'	-	-	-	-	-	-	10
Elara Foyer	18x160	12'	-	-	200	295	-	-	-
Lakeview	28x24	10'	50	30	40	50	20	15	-
Oak	23x23	10'	35	18	-	-	15	24	-
Sunset Deck	2,275 sq ft	-	-	-	189	228	-	-	-
Lakeview Foyer	1,150 sq ft	10'	-	-	96	115	-	-	-
Lakeview Patio	395 sq ft	-	-	-	33	40	-	-	-

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/16/2025

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

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

PRODUCER	CONTACT NAME: Eventsured Customer Service	
Foresite Sports, Inc. DBA: Eventsured 3553 West Chester Pike #418 Newtown Square, PA 19073	PHONE (A/C, No, Ext): 888-882-5902	FAX (A/C, No):
	E-MAIL ADDRESS: info@eventsured.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Houston Casualty Company	42374
INSURED Crystal Lake Lions Club Robert Parrish Post Office Box 48 Crystal Lake, IL 60014	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** TM404085 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	Y		H24SE00172/TM404085	02/01/2025 12:01AM	02/02/2025 2:01AM	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG DEDUCTIBLE	$ 1,000,000 $ 100,000 $ 1,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $ 0
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

Additional Insureds must be venue managers or municipalities and are added with respect to our insureds operations only. Waiver of Subrogation (WOS) and Primary & Non-Contributory (PNC) wording applies only when coverage is purchased by the insured, required by written contract and as indicated below. This coverage is with respect to the Dinner to be held on 02/01/2025 - 02/01/2025 with 850 attendees at The City of Crystal Lake 100 W Woodstock Street Crystal Lake, IL 60014. Additional Insureds include: The City of Crystal Lake 100 W Woodstock Street Crystal Lake, IL 60014; The City of Crystal Lake.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Agenda Item No: 9e

City Council
Agenda Supplement

Meeting Date: January 21, 2025

Item: Class 16 Temporary Liquor License Request – Knights of Columbus Fr. McCormick Council #3880 – Polish Dinner, January 25, 2025

Staff Recommendation: Motion to approve issuance of a Class 16 Temporary Liquor License to the Knights of Columbus Fr. McCormick Council #3880 – Polish Dinner, January 25, 2025

Staff Contact: Nick Hammonds, Deputy City Manager

Background:

The City has received a request from the Knights of Columbus Fr. McCormick Council #3880 for the issuance of a Class 16 Temporary Liquor License in order to sell beer and wine at their Polish Dinner event being held at the Oak Street Church Community Center, located at 451 W. Terra Cotta Avenue on Saturday, January 25, 2025 from 6:00 p.m. to 10:00 p.m.

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

The City Council has approved this event in the past and other temporary liquor license requests for the Knights of Columbus Fr. McCormick Council #3880.

Votes Required to Pass:

Simple majority

City of Crystal Lake
Application for Temporary Liquor License

CLASS "16"
Beer and Wine

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

1. Applicant's full name Knights of Columbus Fr. McCormick Council 3880
(Must be not-for-profit organization)

Address 415 W. Terra Cotta Ave. Phone Number 815-455-5400

2. Location where beer and wine will be sold:
Will be Served in the Community Center

3. Dates of the event (**not to exceed three (3) days**): Polish Dinner January 25, 2025

4. Hours of operation: 6:00pm – 10:00pm

5. Describe the type of crowd and traffic control licensee will utilize. Parishioners, 2 entrances/exits on Rt. 176 and Oak St.

6. Describe plan for refuse pickup. 2 - Dumpsters within 200 ft. of Kitchen and Serving Areas

7. Please list the names and addresses of the members of the organization who will be selling beer and wine at the location pursuant to the license. If additional space is needed, please use reverse side.
Michael Brucker 9635 Stonecastle Ln. Village of Lakewood IL. 60014
Joseph Scherb 413 Huntley Rd. Crystal Lake IL. 60014
Matt Carzolli 374 Ridge Ave. Crystal Lake IL. 60014

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

Signature of President — Date 12-27-24

Signature of Secretary — Date 12-27-24

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

AFFIDAVIT

STATE OF ILLINOIS)
COUNTY OF MCHENRY)

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

Signature of President

Signature of Secretary

Subscribed and sworn to before me this 27th day of December, 2024.

Notary Public

OFFICIAL SEAL
DEREK R FREEMAN
Notary Public, State of Illinois
My Commission Expires 11/08/2027

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/26/2024

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
265 Exchange Drive, Suite 100
Crystal Lake IL 60014

CONTACT NAME:
PHONE (A/C, No, Ext): 815-526-4127 **FAX (A/C, No):** 815-459-3363
E-MAIL ADDRESS: Select_Certifictes@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westfield Insurance Company	24112
INSURER B : Underwriters at Lloyd's London	15792
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED KNIGOFC-25
Knights of Columbus Father McCormick Council #3880
1802 Cashel Lane
McHenry IL 60050

COVERAGES **CERTIFICATE NUMBER:** 1683382861 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		4846448	7/13/2024	7/13/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Equipment Floater			4846448	7/13/2024	7/13/2025	Limit	$6,500
B	Liquor Liability			LIQ243202	8/4/2024	8/4/2025	Limit	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Event date: January 25, 2025, Liquor Liability | Event: Knights of Columbus Polish Dinner.
Certificate Holder is an Additional Insured as respects the General Liability Policy, pursuant to and subject to the policy's terms, definitions, conditions, and exclusions.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ST. THOMAS THE APOSTLE
CATHOLIC CHURCH

December 23, 2024

Mayor Haig Haleblian
City Council Members
City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, IL 60014

Dear Mayor Haleblian and City Council Members,

With this letter we are requesting your permission to serve beer and wine at our Parish Polish Dinner. This Dinner is being hosted by the Knights of Columbus Council #3880, and will be held in our Oak Street Church Community Center at 451 W. Terra Cotta Avenue, Crystal Lake, on Saturday, January 25, 2025. Doors will open at 6:00 pm and the cash bar (beer and wine) will be opened until 9:00 pm. We are selling tickets and anticipate 250 to attend.

Thank you for your kind consideration to our request. Should you require further information, please do not hesitate to contact us.

Sincerely in Christ,

Robert W. Jones

Rev. Robert W Jones, Pastor
St. Thomas the Apostle Church

272 King St, Crystal Lake, IL 60014 *(Parish Office)*
451 W. Terra Cotta Ave, Crystal Lake, IL 60014 *(Oak Street Church)*
453 Pierson St, Crystal Lake, IL 60014 *(Pierson Street Church)*

Phone 815-455-5400
Fax 815-455-2733
www.stthomascl.church

Knights of Columbus
Fr. McCormick Council #3880
P.O. Box 1365
Crystal Lake, IL 60014

December 26th, 2024

Mayor Haig Haleblian
City Council Members
City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, IL 60014

Honorable Mayor Haig Haleblian and City Council Members,

With this letter we are respectfully requesting your permission to sell beer and wine during our Polish Dinner on January 25, 2025. This dinner will be held in the community center at St Thomas the Apostle at 451 W. Terra Cotta Ave, Crystal Lake. Time for this dinner will be from 6pm to 10pm.

We are expecting the participation of around 150 people at this dinner. As usual the net proceeds of the sales will be used to support our parish ministries and local charitable organizations. The Knight's are a 100% volunteer organization and have appreciated the long history of support from The City of Crystal Lake.

Thank you for your consideration of this request, and please let us know if there are any further questions.

Cesar Jimenez, Grand Knight
Fr. McCormick Council #3880
Knights of Columbus

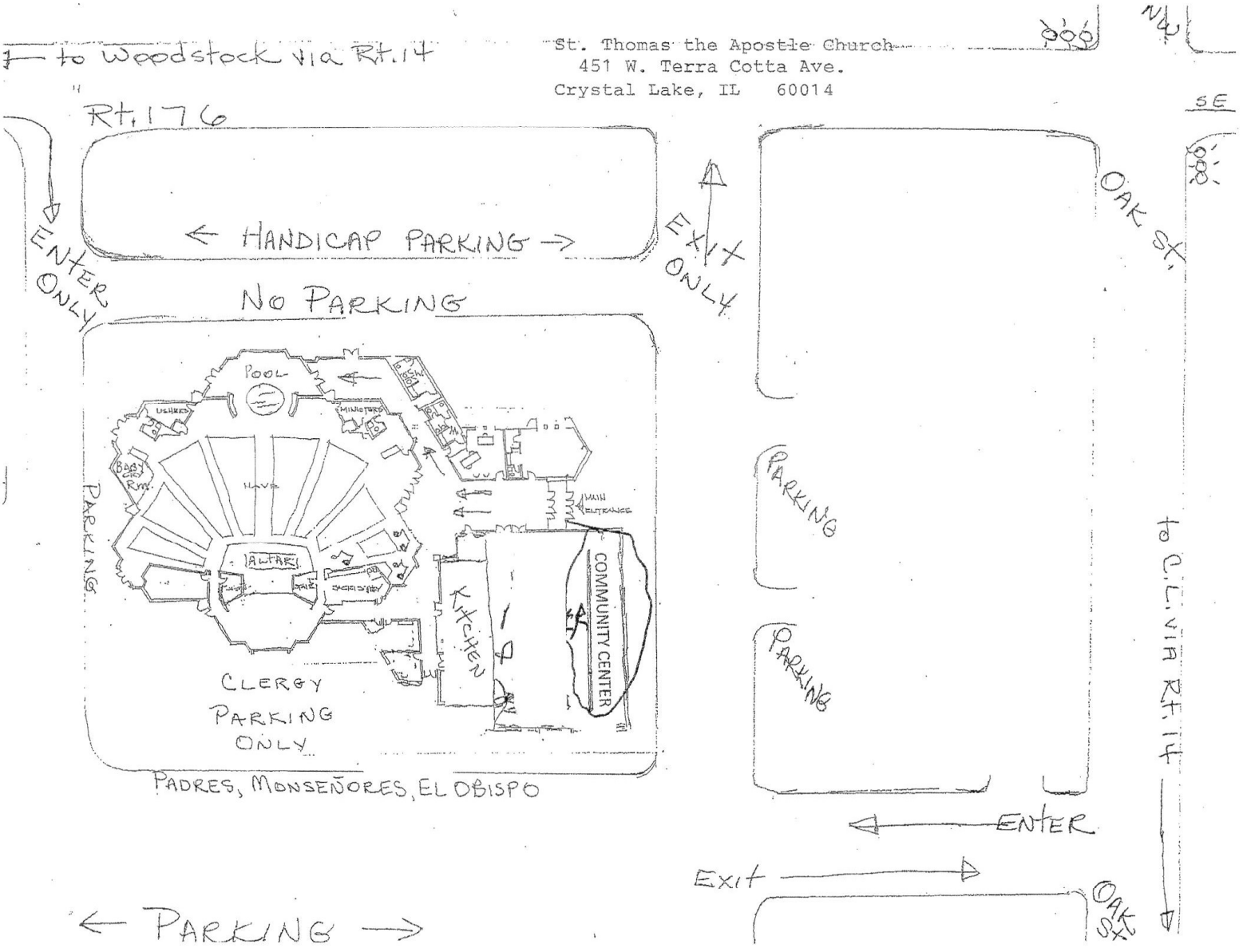
Robert Kosin Deputy Grand Knight

NOTARY

Notarized 12/27/24 by Derek Freeman
House State Bank

OFFICIAL SEAL
DEREK R FREEMAN
Notary Public, State of Illinois
My Commission Expires 11/08/2027

St. Thomas the Apostle Church
451 W. Terra Cotta Ave.
Crystal Lake, IL 60014



Agenda Item No: 9f

City Council
Agenda Supplement

Meeting Date: January 21, 2025

Item: Special Event Request and Fee Waiver at the Three Oaks Recreation Area – Girls Scouts, Monday, June 9, 2025 through Friday, June 13, 2025 until 10:00 a.m.

Council Discretion: Motion to approve the Chippewa Girl Scout Service Unit request to hold a day camp, including overnight camping, at Three Oaks Recreation Area from Monday, June 9, 2025 through Friday, June 13, 2025 until 10:00 a.m., subject to the recommended conditions, including a fee waiver in the amount of $1,185

Staff Contact: Nick Hammonds, Deputy City Manager

Background:

The City received a request from the Chippewa Girl Scout Service Unit for the use of the Three Oaks Recreation Area to hold a day camp and overnight camping from Monday, June 9, 2025, through Friday, June 13, 2024 until 10:00 a.m. Between 2013 and 2024, the Girl Scouts held this same event and successfully complied with all City conditions. **All event details remain unchanged from the 2013 through 2024 events, which were previously approved by the City Council with a fee waiver.**

Costs Requested to be Waived:

Non-Refundable	Fee
Special Event Application Fee:	$75
Pavilion Rental Fee (resident rate / four days / four pavilions):	$1,040
Additional Site Security Staff (one night, two hours):	$70
Total Non-Refundable Fee:	**$1,185**

Required Costs to be Paid by Petitioner:

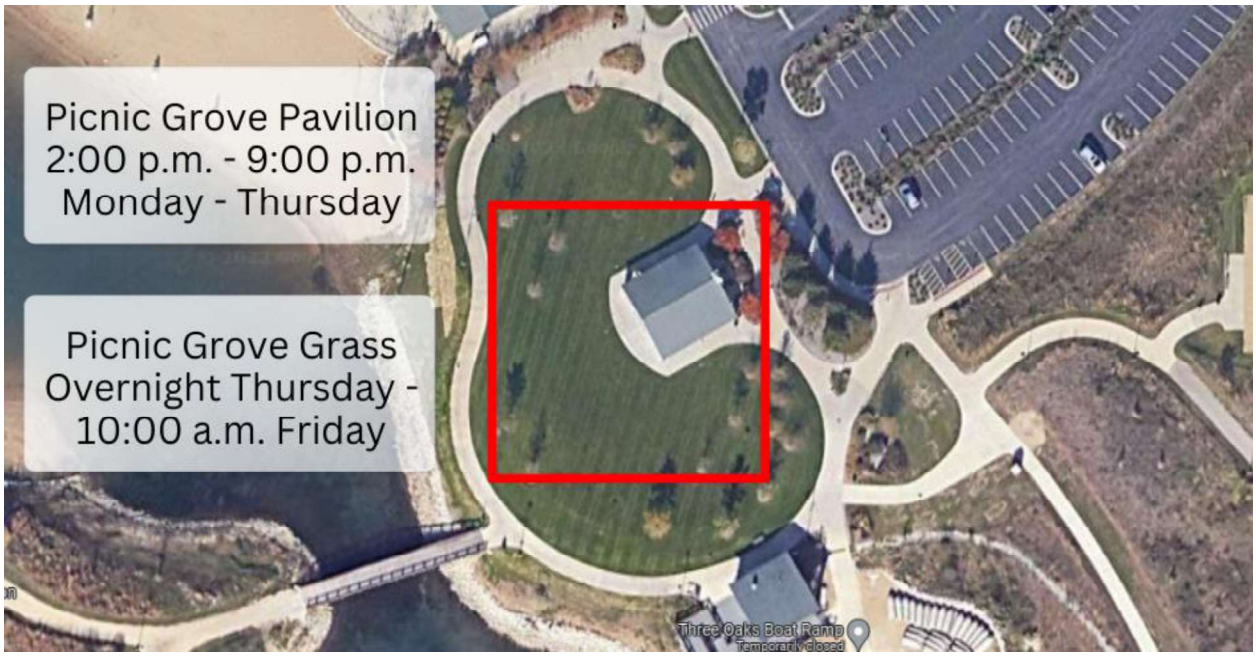
Refundable	Fee
Refundable Event Damage Deposit	$500
Refundable Pavilion Deposit (resident rate / four days / four pavilions):	$1,200
Total Refundable Fee:	**$1,700**
Non-Refundable	
Non-Resident Swim Beach Flat Fee (20 Adults and 120 Children)	$400
Total Non-Refundable Fee:	**$400**

Public/Visitor Impact:

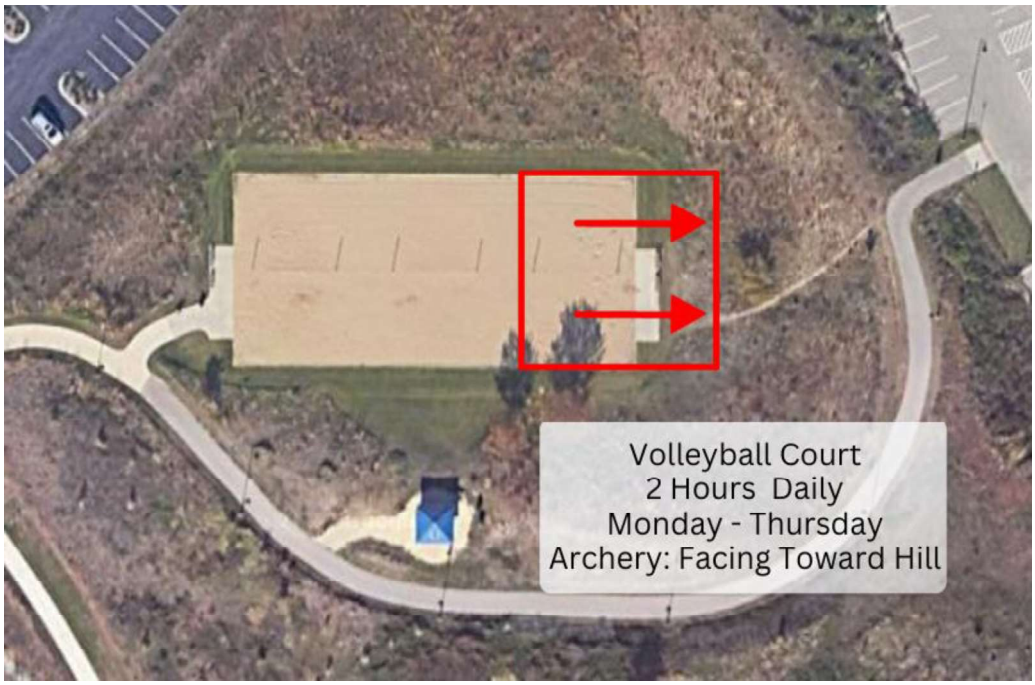
Use Location	*Hours of Use*	*Exclusive Use?*	*Level Of Public Impact*	
Swim Beach	2 Hours Daily	No	Low	The swim beach will be utilized for less than two hours each day. This will have minimal impact on other guests.
Marina/Lake Usage	-	-	Low	The petitioner does not anticipate using the Marina.
Trails	2:00 p.m. - Sunset	No	Low	The group may use the trails for hiking and will not impact other guests.
Pavilions (A, B, C, and D)	2:00 p.m. - Sunset	Yes	Moderate	Petitioner is requesting exclusive use of four pavilions from Monday to Thursday.
Picnic Grove	2:00 p.m. - Sunset Daily	Yes	Moderate	The event will take place from Monday to Friday. Additionally, overnight camping will occur in the grass area with tents on Thursday night.
Volleyball Court and Pavilion	2 Hours Daily	No	Low	The west portion of the volleyball court will be utilized for archery. The public will have access to the other courts.
Parking Lot	2:00 p.m. - Sunset	No	Low	20 adult chaperons will be present throughout the week. This will have no impact on the parking lot. Participants will carpool. In addition, the event is held during the week, when parking is not a concern.
Quarry Cable Park	-	-	Low	No impact. Tenant has no issues with the event.
Board House	-	-	Low	No impact. Tenant has no issues with the event.
Cottage on the Beach	-	-	Low	No impact. Tenant has no issues with the event.

Event Details

The Chippewa Girl Scout Service Unit is composed of girls that attend Crystal Lake schools and live in the Crystal Lake area. Approximately 100 girls will participate each day. The ratio of campers to adult chaperons will be 6:1 throughout the week. The Girl Scouts consider this a "twilight camp" since activities will take place from 2:00 PM to 9:00 PM. The Girl Scouts will offer hiking, swimming, cooking, and craft activities at the park. The petitioner is requesting exclusive use of four pavilions and the Picnic Grove during this time. The petitioner will clean up the site and dispose of the trash from the activities.



In addition to the above activities, the Scouts will organize an archery event for two hours each day. City staff will work with the Girl Scouts to ensure that the archery event is conducted safely. The archery activities will utilize the far end of the volleyball area as a "backdrop," and the area will be roped off. Utilizing the volleyball area ensures that this activity is separated from the areas of the park that are visited by the general public. The Scouts will shoot into hay bales and at least two adult leaders, certified in archery, will supervise the activity.



During the entire event, the Scouts will provide the City with an insurance certificate naming the City as additional insured and sign an indemnity/hold harmless agreement. In addition, each parent

will sign a "Participant Form" on behalf of their child, which will provide the City further liability protection.

Overnight Camping

As part of the day camp, from Thursday, June 12th through Friday, June 13th until 10:00 a.m., the Girl Scouts would like to overnight camp in the Picnic Grove area. Approximately 15 - 20 tents will be set up in the Picnic Grove. All tents will be removed first thing in the morning. This is the same area that has been utilized by numerous other scout overnight camp groups. Per Chapter 238 of the City Code, overnight camping at Three Oaks Recreation Area may be allowed when approved by the Mayor and City Council.

238-1 **General Rules and Admission**

A. Three Oaks Recreation Area General Rules

8. Camping and open fires within the recreational area are prohibited except as authorized by the Mayor and City Council.

Since the petitioner is requesting the overnight use of the facility, City staff recommends that a security staff member monitor the facility during the time when no other Three Oaks staff is present. The additional security staff time would be for two hours, from 4:00 AM to 6:00 AM.

Recommended Conditions:

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

1. Comply with all City Code regulations, Special Event requirements, and Pavilion rental requirements, including all insurance requirements. Insurance certificates need to be provided annually. Petitioner must adhere to the required City insurance provisions for the use of City-owned property by providing a certificate of insurance naming the City as additional insured, and sign the required Indemnity/Hold Harmless agreement.
2. If tents or canopies will be used, the petitioner shall contact the Fire Rescue Department for further review. The use of tents or canopies is subject to review by the Fire Prevention Bureau. The petitioner shall provide a detailed site plan for tents or canopies prior to the event.
3. Submit severe weather plans and an evacuation plan for City approval.
4. All temporary electrical items shall comply with the 2017 Electric Code and shall be subject to City inspection.
5. All debris created by the event shall be cleaned up during and after the event.
6. In the case of inclement weather, an alternate date can be approved by the City Manager.
7. If costs are not waived for the event, the petitioner is responsible for the Three Oaks Recreation Area costs.
8. The Chippewa Girl Scout Service Unit must provide payment, proof of volunteers, insurance, severe weather and evacuation plan, liability waivers, and Participant Forms by June 1, 2025 or the event may be cancelled.

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

Votes Required to Pass:

Simple majority vote of the City Council

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

January 1, 2025

To Whom It May Concern:

This letter is to serve as a request from the Chippewa Girl Scout Service Unit for the use of the Three Oaks Recreation Area to hold a day camp and overnight camping from Monday, June 9, 2025 through Friday, June 13th till Noon 2025. The Girl Scouts of Northern Illinois will provide the City with an insurance certificate and sign any requested paperwork. Each parent will sign a "Participant Form" on behalf of their child, which will provide the City further liability protection.

Between 2013 and 2023 (camp was not offered in 2018 and canceled in 2020 due to the pandemic), the Girl Scouts held this same event and successfully complied with all City conditions. For reference, when camp has been held in past years, the City Council approved overnight camping for this group. In addition, they waived the application fees, pavilion rental fees, additional security staff fees and beach/splash pad fees were a flat rate of $400. I am asking the Council to consider waiving those fees for 2025 as well as keep the flat fee for beach/splash park use. For a little clarification in a normal camp week, a camper goes in the water for two 45-minute sessions over the course of three days (M-W). Splash pad use is a cool off only if needed. Our adults usually do not swim with the girls, they act as additional eyes on the swimmers.

The Chippewa Girl Scout Service Unit is composed of girls that attend Crystal Lake schools and live in the Crystal Lake area. Approximately 100 girls (has been as high as 120 in past years) will participate each day. The ratio of campers to adult chaperons will be 6:1 throughout the week. The Girl Scouts considers this a "twilight camp" since activities will take place from 2:00 PM to 9:00 PM. The Girl Scouts will offer the following events and activities at the park:

- Speakers/Presenters (Vary based on camp theme)
- Swimming (Lifeguard breaks may need to be adjusted as they have in the past.)
- Cooking
- Hiking
- Crafts

In addition to the above activities, the Girl Scouts will organize an archery event for at least 1 (Possibly two) hours each day. It is also my understanding that City staff will work with the Girl Scouts to ensure that the archery event is conducted safely. As in past years, we will continue to utilize the far end of the volleyball area as a "backdrop," and the area will be roped off. Utilizing the volleyball area ensures that this activity is separated from the areas of the park that are visited by the general public. The Girl Scouts will shoot into hay bales, and at least two adult leaders, certified in archery, will supervise the activity.

<u>Overnight Camping</u>
As part of the day camp, from Thursday, June 12 through Friday, June 13th the Girl Scouts would like to overnight camp in the picnic grove area. Approximately 15- 20 tents will be set up in the picnic grove. This is the same area that has been utilized by numerous other scout overnight camp groups.

In addition, we are requesting exclusive use of the pavilion and picnic grove during this time. We will clean up the site and dispose of the trash from the activities. In past years, when requesting the overnight use of the facility, City staff has recommended that a City Security staff member monitor the facility during the time when no other Three Oaks staff is present.

On the morning of June 13th , we would like to offer the Girl Scouts and adults who stayed overnight the option to enjoy a special activity. In the past, they have paddle-boarded, held art class, etc. At this time, we do not have a head count, but in other years, we have typically had 10-15 Girl Scouts between the ages of 12 and 18 attending the overnight along with 3-5 adults.

Thank you for being so considerate. I may be reached at 815-526-2259 or april.242@hotmail.com if you have any questions or concerns.

April Fox
Chippewa Service Unit Twilight Camp Director

Three Oaks Recreation Area

City of Crystal Lake, IL

Pavilion Rental Permit Application

Pavilion(s) Requested

Check all that apply

Pavilion "A" Picnic Grove	Pavilion "B" Island Shelter	Pavilion "C" Volleyball Court	Pavilion "D" North Lake	Lake House Patio*
☒	☒	☒	☒	☐

Number of Guests Attending 100 *Reason for Rental* twilight camp from 2to 10pm

Event Details

*Available only after Labor Day through mid-October

***Day** (Circle)*
MO – TU – WE – TH – FR – SA - SU

Date: 6/9/25 to 6/13/25

Times for Event

Set-up 2pm a.m. / p.m.

Guest Arrivals 3pm a.m. / p.m.

Departure 9:30 pm a.m. / p.m.

Alcohol Use Requested: ☐ Yes ☐ No
If yes, applicant must review page 3 of this application.

Parking Tally Request: ☐ Yes ☐ No
Beach Tally Request: ☑ Yes ☐ No
Table Relocation Request*: ☐ Yes ☐ No

Applicant Information

*Table Relocation available only for Pavilion A

Name of Individual / Organizer April Fox

Name of Group / Organization Chippewa sercvice unit Girl scouts

Address: 51 erick st crystal lake il 60014

(Street) **(City)** **(Zip)**

Telephones: *Work* [redacted] *Mobile:*

E-Mail Address: [redacted]

Applicant Type *(Check which applies)*

☐ Crystal Lake "City Limits" Resident ☐ Non-Resident

☑ Crystal Lake "City Limits" Non-Profit Organization ☐ Non-Crystal Lake Non-Profit Organization

Indemnity/Hold Harmless
for use of
Three Oaks Recreation Area Pavilion(s)

To the fullest extent permitted by law, the undersigned hereby agrees to defend, indemnify and hold harmless the City of Crystal Lake its elected and appointed officials, agents and employees, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses (including attorney fees), which may in anywise accrue against the City of Crystal Lake, its elected and appointed officials, agents, and employees, arising in whole or part or in consequence of the use of a pavilion at the Three Oaks Recreation Area by the undersigned, its employees, agents, subcontractors or and 3rd party, or which may in anywise result therefore, except that arising out of the sole legal cause of the City of Crystal Lake, its agents or employees. The user of the pavilion shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City of Crystal Lake, its elected and appointed officials, agents and employees, in any such action, the User shall, at its own expense, satisfy and discharge the same.

Applicant shall use pavilion in compliance with, and agrees to, all the terms and conditions stated within this application:

- By signing this signatory agrees that he/she has received, read and understood the attached rental terms and conditions.

Print Complete Name April Fox

Signature _____

Date 11/21/24

Office Use

□ Hold Harmless signed and completed

□ Organization / Corporation proof of insurance / naming City as additional insured attached (□ not applicable)

□ Deposit Paid

□ Rental Fee Paid

Name/Signature _____

Date: _____

NOTE

For all organizations or corporations regardless of size, and families/individuals with groups over 50 people:

Insurer and Policy Number _____

The homeowner's policy (for residents) or proof of liquor liability insurance coverage (for local organizations / businesses) MUST be attached before the application will be considered.

APPLICATION TO POSSESS AND/OR CONSUME ALCOHOLIC LIQUOR DURING SCHEDULED USE OF PAVILION(S)

1. Alcohol (beer and wine) is only allowed in the park when approved as part of a picnic area or shelter reservation or permit. Pavilion applications, which include requests for alcohol consumption, shall be signed by an individual 21 years or older, who will be responsible for overseeing the serving of alcohol and who will be responsible for his or her guests.

2. Beer and wine cannot be consumed outside of the picnic grove, or the Island Pavilion or Volleyball court pavilion or the North Lake Pavilion. The sale of alcoholic beverages is prohibited. Beer and wine cannot be consumed at a pavilion rental event where admission is charged.

3. A family or individual having a picnic with over 50 people on City property where alcohol in any form will be served or present, must purchase or provide Host Liquor Liability Insurance coverage with a binder naming the City as additional insured. Host Liquor Liability Insurance shall have a minimum of $1 million per occurrence. Depending on your insurance, a fee may be involved when requesting a Host Liquor Liability – Certificate of Insurance. From the insurance company of your choice, the Certificate of Insurance must state 'Host Liquor Liability' to be accepted. If your insurance does not cover a Host Liquor Liability, another option to receive one can be found at the following link: http://irmarisk.org/Coverage/TULIP.aspx

4. Any organization or corporate event, regardless of size, where alcohol in any form will be served or present, must purchase or provide a Host Liquor Liability Insurance coverage with a binder name the City as an additional insured. Host Liquor Liability Insurance shall have a minimum of $1 million per occurrence. Depending on your insurance, a fee may be involved when requesting a Host Liquor Liability – Certificate of Insurance. From the insurance company of your choice, the Certificate of Insurance must state 'Host Liquor Liability' to be accepted. If your insurance does not cover a Host Liquor Liability, another option to receive one can be found at the following link: http://irmarisk.org/Coverage/TULIP.aspx

5. The City reserves the right to prohibit alcohol in any areas of the Recreation Area or buildings located thereon at any time it deems necessary.

The Pavilion Use Applicant will be responsible for overseeing serving and consumption of beer and/or wine, and is responsible for making sure that no guests enter into the general park area with alcohol. The designated responsible adult must be of legal drinking age (*driver's license must be shown at time of rental to prove age*).

The undersigned agrees that he/she and/or group, association, or organization will not interfere with the general use of the park by the public and will obey all the laws of the State of Illinois and the ordinances of the City of Crystal Lake.

Fee Refund Policy

The cancellation fee is ½ the deposit amount. To receive a refund of the deposit, less the cancellation fee, all cancellations must be made at least 10 days in advance of the event. The reservation fee is non-refundable. No refunds are given in the event of inclement weather. Rentals cancelled due to inclement weather may be given the opportunity to reschedule at a later date, depending on availability. City Staff reserves the right to determine the severity of inclement weather and the opportunity to reschedule the rental. City Staff may cancel a rental based on severe weather, or for other reasons. Refunds for rentals cancelled by City Staff are at the discretion of City Staff.

Reservation Fees and Deposits Schedule

Pavilion A: Picnic Grove

Number of Guests	*Resident Rates*		*Non-Resident Rates*	
	Fee	*Deposit*	*Fee*	*Deposit*
1 - 100 people	$110	$150	$220	$150
*Off-season**			**$200**	
101 - 150 people	$145	$150	$290	$150
*Off-season**			**$270**	
151 – 200** people	$180	$150	$360	$150
*Off-season**			**$340**	

** Off-season rates are in effect prior to Memorial Day weekend and after Labor Day **Groups over 200 require a special event permit*

Pavilions B, C and D: Island, Volleyball Court, North Lake Pavilions

Number of Guests	*Resident Rates*		*Non-Resident Rates*	
	Fee	*Deposit*	*Fee*	*Deposit*
B & C: 1 - 25 people	$50	$50	$150	$50
*Off-season**	**$40**		**$130**	
D: 1-30 people	$50	$50	$150	$50
*Off-season**	**$40**		**$130**	

** Off-season rates are in effect prior to Memorial Day weekend and after Labor Day*

Lake House Patio

Number of Guests	*Resident Rates*		*Non-Resident Rates*	
	Fee	*Deposit*	*Fee*	*Deposit*
1-60 People	$40	$50	$130	$50

Available only after Labor Day through mid-October

- Please return completed application to City Hall, located at 100 W. Woodstock Street, Crystal Lake, IL 60014 or by email to pavilion@crystallake.org.

- **All deposits and rental fees must be paid in full at the time the reservation is made. The deposit will be returned per the rental terms and conditions. The reservation is nontransferable.**

- Any permit will be granted on the condition that the permittee not interfere with the general use of the Park by the general public and obey all the laws of the State of Illinois and the ordinances of the City of Crystal Lake.

- No alcoholic beverages are allowed without prior approval. Additional requirements for alcohol for groups over 50 people (See page 3). No accessory structures may be erected; i.e. tents, stands, bleachers, etc. without prior approval.

Rental Terms and Conditions

Reservations for the year will begin on the first business day following January 1st at 8:00 a.m. for rental requests. Rental requests submitted online prior to 8:00 a.m. on that first business day will not be accepted. Beginning the second business day following January 1st, rentals will open for instant booking. Rentals will be reserved on a "first-come, first-serve" basis. ***All deposits and rental fees must be paid in full at the time the reservation is made.***

Fees for City of Crystal Lake tax exempt, non-profit groups with an address in the City of Crystal Lake will be waived for Monday – Thursday rentals. The deposit is still required.

General Rules

- Pavilions are available for reservation from 8:00 AM – Dusk
- The area reserved must be left in a clean state with picnic tables in their designated area, and garbage placed in the provided receptacles
- No sound-amplifying devices are allowed as part of pavilion rental
- Picnic tables may not be moved to different locations**. If requesting to relocate tables, please provide a diagram of your desired table layout. A $25.00 table-relocating fee may be charged on a case-by-case basis for Pavilion A only. Picnic tables will not be moved to/from Pavilions B, C, and D**
- No driving shall be permitted on the trails or picnic areas without on-site City supervision and approval
- Requests for tents or canopies may be considered by the City following the submittal of a plan showing the proposed use. If approved, the tent or canopy must be installed and removed the day of the event. Locations for tents and canopies shall be determined and approved by the City. In addition, tents or canopies greater than 20' x 20' require an inspection by the City's Fire Rescue Department.
- No advertising signs on the property or soliciting on the property
- Failure to comply with the rules will result in forfeiture of the maintenance deposit, plus a fine of up to $500.00 and removal from the premises
- The use of the fireplace requires prior approval. Wood and lighters not provided.
- Fixed charcoal grills are available for use near the Picnic Grove Pavilion. No gas grills may be used in the park, unless approved by City Staff for special events
- Any organization or corporate event shall show proof of insurance and name the City as additional insured, per the City's insurance requirements and sign an appropriate hold harmless/indemnification document. The individual signing the permit form and/or authorizing payment will be held responsible for relaying City rules and procedures to all group members

Non-Resident Parking

Non-Crystal Lake residents are required to pay $5.00 per vehicle to park in the facility. Alternatively, a parking tally can be taken at the parking gate if prior arrangements have been made. A list of expected guests (non-residents) must be submitted to staff prior to your event. Guest lists can be emailed to pavilion@crystallake.org or given to a park manager prior to the date of your event for approval. Event tally requests will not be taken if requests are not received before your event and prior manager approval has not be received. If requesting a parking tally, City staff can apply your deposit to pay for parking fees or send an invoice.

Deposit Refund Policy

Damage deposits, less withholdings for damage or cleanup, will be returned within 14 business days of the rental.

Following your rental, you must check-out with a park manager. Three Oaks staff will inspect the area for damage. Deposits shall only be released after an inspection has been made by City employees. The costs to repair and clean up the facility may be taken from the deposit. If the amount of repair exceeds the repair or cleanup costs, the applicant shall be responsible for the total amount.

City of Crystal Lake
Three Oaks Recreation Area

Group Use Participant Form

Thank you for visiting the Three Oaks Recreation Area. Please complete this form prior to scheduled visit and submit to City Hall staff.

Name of Organization: Girl scouts Chippewa service unit	Date(s) of Visit: 6/9/25-6/13/25
Participant's Last Name: Fox	Participant's First Name: April
Street Address: 51 erick St	
City / State / Zip Code Crystal Lake il 60014	
Home Telephone Number: [redacted]	Email Address: [redacted]
Emergency Contact's Name: troy evert	**Emergency Contact's Telephone:** [redacted]

I certify that all the facts contained in this form are true and complete to the best of my knowledge. In case of medical emergency, I authorize the City of Crystal Lake personnel to take such emergency actions as may be deemed necessary.

Please read this form carefully and be aware that having your minor child/ward visit the Three Oaks Recreation Area you will be waiving your rights to all claims for injuries you and/or your minor child/ward might sustain arising out of this visit; and you will be required to indemnify, hold harmless and defend the City of Crystal Lake for any claims arising out of the visit of your minor child/ward.

In consideration of my minor child/ward being allowed to visit the Three Oaks Recreation Area, as the Parent or legal guardian of a participant under 18 years of age, I recognize and acknowledge that there are certain risks of physical injury associated with the visit. I agree to assume the full risk of injuries that may be sustained by any minor child/ward of mine, as a result of visiting the Three Oaks Recreation Area and all activities connected or associated therewith. I agree to waive and relinquish all claims on behalf of my minor child/ward that the minor child/ward may have against the City of Crystal Lake as a result of the minor child/ward's visit to the Three Oaks Recreation Area.

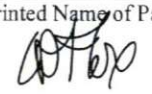
I do hereby fully release and discharge the City of Crystal Lake and its officers, agents and employees from any and all claims from injuries, damage or loss which I, or any minor child/ward may have or which may occur to my minor child/ward on account of his/her visit to the Three Oaks Recreation Area. I further agree to indemnify and hold harmless and defend the City of Crystal Lake, its officers, agents and employees from any and all claims sustained by me or my minor child/ward, and arising out of, connected with, or in any way associated with the visit described herein.

The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement. I have read and fully understand the above Waiver and Release of all claims.

Name(s) of Minor

April Fox

Printed Name of Parent/Legal Guardian



11/21/25

Signature of Parent/Legal Guardian — Date

Revised 3/5/2020

CITY OF Crystal Lake ILLINOIS

SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

EVENT NAME Twilight Camp

EVENT LOCATION Three oaks

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

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

GENERAL EVENT INFORMATION

1. TYPE OF EVENT (Check all that apply)

☐ Carnival*	☐ General use of City-owned property
☐ Circus*	☐ Parade*
☐ Festival*	☐ Special Event at Three Oaks Recreation Area*
☐ Filming*	☐ Run/Walk Event

☒ Other Girl scout night camp

*Requires separate application in addition to Special Events Application

2. General Description/Purpose of the event:

this is a camp that the girl can learn at by doing crafts and lesson. they

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

8. Number of persons scheduled to monitor and work the event: 35

9. Estimated attendance: 100

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

ORGANIZATION INFORMATION

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

12. Name of Event Manager: April fox

13. Contact Information for Event Manager:

Address: 51 erick st crystal lake

(Please check preferred means of contact)

Daytime phone: [redacted] ☐

Emergency phone: _____ ☐

Cell phone: same ☐

Email: [redacted] ☐

EVENT OPERATION

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

Set Up: 6/9- 9/13/25

Event: twilight camp

Dismantling: every night

15. Hours of the event:

Set Up: 2pm

Event: twilight camp

Dismantling: 10pm thursday over night to Frida

CITY MANAGER'S OFFICE

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

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

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

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

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

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

_____

_____

_____

Please complete the attached Temporary Liquor License Application

COMMUNITY DEVELOPMENT

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

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

    Temporary community event signs ☐ Yes ☒ No

    Temporary neighborhood event signs ☐ Yes ☒ No

    Directional signs ☐ Yes ☒ No

    Banner ☐ Yes ☒ No

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

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

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

    Description of Products_____

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

    Name of Company_____
    Address_____
    Phone_____

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

    If yes, please specify the power requirements and plan for provision

    _____

    _____

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

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

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

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

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

_____

_____

_____

PUBLIC WORKS

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

If yes, please complete the attached Barricade Borrowing Application

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

Specify _____

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

❑Barricade Borrowing Application
❑Carnival License Application
❑Certificate of Insurance/Hold Harmless Agreement
❑Circus License Application
❑Festival License Application
❑Film Production Application
❑Parade Permit/Open Air Application
❑Raffle License Application
❑Temporary Liquor License Application
❑Temporary Use Application

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

_____ 11/21/25

Signature Date

April Fox

Print Name

STAFF USE ONLY

Assigned City Department: _____

Assigned City Staff Liaison: _____

Meeting with Event Organizer Required: ❑ Yes ❑ No

City Council Approval Required: ❑ Yes ❑ No

Indemnity/Hold Harmless For Use of City Owned Property

In consideration of the undersigned ("User") requesting to use the following City property 5517 Northwest Highway, Three Oaks Recreation Area, the undersigned hereby recognizes, acknowledges and assumes any and all risk pertaining to the use of the following City property 5517 Northwest Highway, Three Oaks Recreation Area.

To the fullest extent permitted by law, the undersigned hereby agrees to defend, indemnify and hold harmless the City of Crystal Lake its elected and appointed officials, agents and employees, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses (including attorneys fees), which may in anywise accrue against the City of Crystal Lake, its elected and appointed officials, agents and employees, arising in whole or in part or in consequence of the use of City property by the undersigned, its employees, agents, subcontractors or any 3rd party, or which may in anywise result therefore, except that arising out of the sole legal cause of the City of Crystal Lake, its agents or employees. The User shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City of Crystal Lake, its elected and appointed officials, agents and employees, in any such action, the User shall, at its own expense, satisfy and discharge the same.

Agreed this 21 day of november, 2024

April Fox

(Name of User's representative) (Signature of User)

Girl Scout og northern il Chippewa service unit

(Organization of User)

City Facility or Area to be used, including address:

5517 Northwest Highway, Three Oaks Recreation Area.

Description of Use (Type of Use and Dates of Use):

Agenda Item No: 9g

City Council
Agenda Supplement

Meeting Date: January 21, 2025

Item: Special Event Request – Medela, LLC Company Picnic at the Three Oaks Recreation Area, Saturday, June 14, 2025, with set-up on Friday, June 13, 2025

Council Discretion: Motion authorizing approval of the Medela, LLC company picnic, to be held on Saturday, June 14, 2025, with set-up on Friday, June 13, 2025 at the Three Oaks Recreation Area, subject to the recommended conditions

Staff Contact: Nick Hammonds, Deputy City Manager

Background:
Medela, LLC is requesting approval for their company picnic at the Three Oaks Recreation Area on Saturday, June 14, 2025 from 6:30 a.m. (event set-up) to 8:00 p.m. The actual event time will be from 11:30 a.m. to 3:00 p.m. The remainder of the evening will be spent dismantling. In addition, Medela would like to use Friday, June 13, 2025 from 7:00 a.m. to 3:30 p.m. to begin tent set-up.

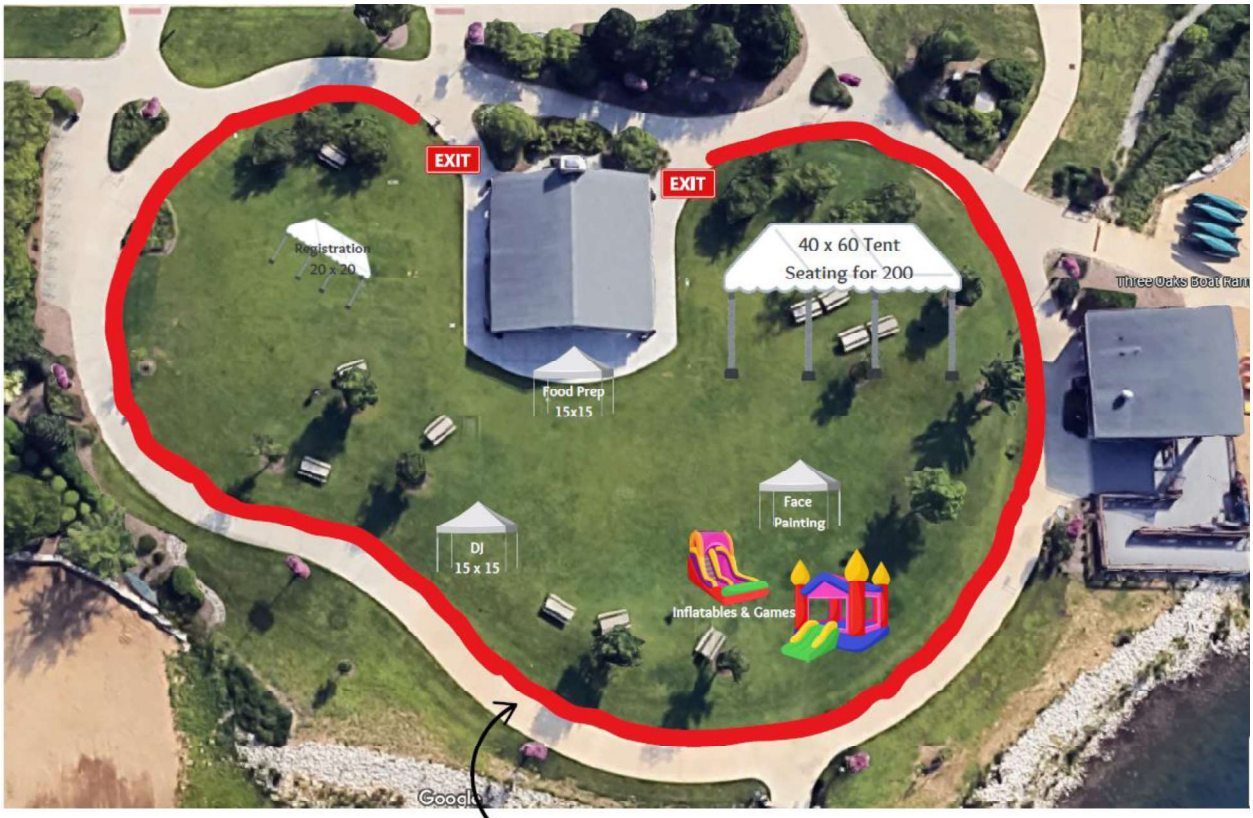
Medela was founded in 1961 by Olle Larsson in Zug, Switzerland and provides medical devices for nursing mothers. The first USA subsidiary was established in Crystal Lake in 1981. Medela moved their U.S. headquarters to McHenry in 1999. The Three Oaks Recreation Area is their preferred location based on the great amenities and close proximity to the homes of many of their employees. Medela held their annual employee picnic at the Three Oaks Recreation Area in 2018 through 2024. Previous events were successful and the City was pleased with the applicant's performance. **All event details remain unchanged from the 2018 - 2024 events, which were previously approved by the City Council.**

Medela is requesting approval for rental of the Picnic Grove Pavilion, the surrounding grass area, and the Volleyball Court Pavilion for 400 guests, and exclusive use of the upper parking lot (135 parking spaces). During this event, the public will be inconvenienced in the following ways:

- The petitioner will have exclusive use of the picnic grove, including the pavilion and the volleyball court pavilion with exclusive use of one (1) volleyball court.
- The petitioner is requesting exclusive use of the upper parking lot in order to accommodate a majority of the attendees from 11:30 a.m. – 3:00 p.m. 135 vehicles can be accommodated in

the upper lot. The remaining vehicles will be directed to park off site. Medela is requesting a shuttle from off-site parking be approved to run from the lot to a designated drop off location. *No event parking will be allowed in the Quarry Cable Park parking lot or the main parking lot*.

- The City expects that the park's amenities will be busier than usual, which could create longer lines and wait times for entry to the parking lot, beach, marina and other park amenities.



City Staff Review

City Staff has reviewed the event and recommended several conditions in order to minimize inconvenience to the public. The operations at the park will be open as normal throughout the day. Staff suggests the installation of a barrier (snow fence around the Picnic Grove) by the petitioner to separate event activities from the general public. Signage will also be utilized to notify guests of Three Oaks that the picnic may interfere with parking availability. Finally, the main parking lot and the Quarry Cable Park parking lot will be reserved for the general public and attendees will not be allowed to park in these areas. When the upper parking lot is filled with event attendees, additional attendee vehicles will be directed to off-site parking.

The City of Crystal Lake, along with the Crystal Lake Police and Fire Rescue Departments, have provided support and feedback. The Police Department advised that additional staff at the park on the day of the event will not be necessary. Staff will notify the Police Department prior to the event and an Officer will be available to respond to any incident at the park. The Fire Rescue Department will be on site to inspect any tents or objects that are larger than 400 square feet. Fire safety hazards and placement of the portable toilets will be inspected as well.

There will be no impact to the Board House or Quarry Cable Park and Grille. The marina will be open during the event, and the event may draw participants to utilize the marina, beach, and Quarry Cable Park and Grille after the completion of their company picnic. A staff member will be positioned at the entrance of the Quarry Cable Park parking lot to ensure that only Quarry Cable Park customers use this lot.

With great success in past years, Medela will again pay for car passes for employees who are not Crystal Lake residents, and all Medela guests will receive a wristband with beach tear off tags. The coordination of a shuttle service for the company's employees to park in an off-site location functioned without issue in previous years. The City and Medela would like to continue this plan as this would reduce the amount of parking spaces used for the event and maintain non-event patron access to the park.

Public/Visitor Impact:

Use Location	*Hours of Use*	*Exclusive Use?*	*Level Of Public Impact*	
Swim Beach	11:30 a.m. – 3:00 p.m.	No	Low	The swim beach will be open to the public during the event. Event guests may visit the beach during or after the event.
Marina/Lake Usage	11:30 a.m. – 3:00 p.m.	No	Moderate	The petitioner anticipates some guests may visit the Marina. Staff anticipates a moderate increase in marina use due to the event.
Trails	-	No	Low	The group may use the trails for hiking and will not impact other guests.
Pavilions (A & C)	6:30 a.m. - Sunset	Yes	High	Petitioner is requesting exclusive use of Pavilion A and the surrounding Picnic Grove, and the Volleyball Court Pavilion.
Pavilions (B & D)	-	No	Low	The petitioner is not requesting use of Pavilion B and D. Low impact is anticipated.
Picnic Grove	6:30 a.m. - Sunset	Yes	High	The petitioner is requesting exclusive use of the Picnic Grove. Non-event guests will not have access to the Picnic Grove until the event concludes.
Parking Lot	6:30 a.m. – Sunset	No	High	The petitioner is requesting exclusive use of the upper parking lot. The parking lot fills quickly on weekend days in June and will reduce the number of available parking for non-event guests. Off-site parking will be utilized when the upper lot is full.
Quarry Cable Park	-	-	Low	No impact. Tenant has no issues with the event.
Board House	-	-	Low	No impact. Tenant has no issues with the event.
Cottage on the Beach	-	-	Low	No impact. Tenant has no issues with the event.

Required Petitioner Fees

Fee Type	*Amount*
Refundable Pavilion Deposit – Picnic Grove Pavilion June 13, 2025	$150
Refundable Pavilion Deposit – (Picnic Grove Pavilion & Volleyball Court Pavilion) June 14, 2025	$200
Refundable Tent Damage Deposit (over 200 people)	$1,000
Total Refundable Fees	**$1,350**
Application Fee	$75
Out of Town Fee	$150
Non-Resident Pavilion Rental Fee (Picnic Grove Pavilion) June 13, 2025	$360
Non-Resident Pavilion Rental Fee (Picnic Grove Pavilion & Volleyball Court Pavilion) June 14, 2025	$510
Three Oaks Staffing Fee (4 employees/$15 per hour/5 hours)	$300
Preparation, Cleaning & Restoration Fee (as needed/ 3 staff members / $30 per hour/ 2 hours)	$180
Table Moving Fee (as needed)	$25
Sound System Fee	$75
Total Non-Refundable Fees	**$1,675**

Recommended Conditions:

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

1. Comply with all City Code regulations, Special Event requirements, and Pavilion rental requirements, including all insurance requirements. Insurance certificates need to be provided annually. Petitioner must adhere to the required City insurance provisions for the use of City-owned property by providing a certificate of insurance naming the City as additional insured, and sign the required Indemnity/Hold Harmless agreement.
2. The petitioner shall contact the Fire Rescue Department for further review of tent/canopy locations. Locations must be approved by the Fire Rescue Department. Tents/canopies must be installed on Friday, June 13, 2025 during regular business hours of the Fire Rescue Department and removed the day of the event. The petitioner shall be responsible for paying to the City the amount of the pavilion rental fees for Sunday, June 15, 2025 if the tents/canopies are not removed from the site. Should safety concerns arise, Three Oaks Staff reserves the right to request the removal of tents/canopies. Tents and canopies must be secured using rain barrels only. The petitioner shall be responsible for any damage resulting from the use of stakes.

3. Maintain access to all fire lanes and the south lake marina boat ramp. Provide a plan for all on-site signage prior to the event, which shall be reviewed by the City and approved prior to placement.
4. Receive approval from third party property owners for any off-site parking. Following the filling of the upper parking lot, participants will be directed to park off-site. Remote parking / shuttle service locations and signage plans will need to be submitted. A sign plan for the remote parking locations will be submitted to the City's Building Division for approval. The City must receive the written authorization by the third party property owner for parking prior to June 1, 2025.
5. Submit severe weather plans and an evacuation plan for City approval.
6. Sound system shall not disturb other users of the park.
7. All temporary electrical items shall comply with the 2017 Electric Code and shall be subject to City inspection.
8. Medela, LLC must provide the City with a site plan for set-up at the Three Oaks Recreation Area and parking plan for volunteers and event workers for review by City Departments.
9. All debris created by the event shall be cleaned up during and after the event.
10. In the case of inclement weather, an alternate date can be approved by the City Manager.
11. Installation of a barrier (snow fence) around the Picnic Grove Area. Location to be approved by City staff.
12. Number and location of portable toilets to be determined by petitioner and approved by City Staff prior to event.
13. The petitioner is responsible for the required costs, which are for use of the Three Oaks Recreation Area, as stated on page 4 of this Agenda Supplement. These are estimated costs, and actual costs could be more.
14. Once the upper parking lot is full, all attendees will utilize off-site parking.
15. Medela, LLC must provide shuttle buses for attendees utilizing off-site parking. Petitioner shall provide an adequate evacuation plan for attendees utilizing shuttle buses.
16. Medela, LLC must provide payment, proof of volunteers, severe weather and evacuation plan, hold harmless, and liability waivers by June 1, 2025 or the event may be cancelled.

The petitioner is aware of the recommended conditions and will have a representative of the company present at the meeting.

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

Medela LLC
1101 Corporate Drive
McHenry, IL 60050, USA
Phone 1+815-363-1166 or 800-435-8316
www.medela.com

November 20, 2024

Mayor Haig Haleblian and the Crystal Lake City Council
City of Crystal Lake
100 West Woodstock St.
Crystal Lake, IL 60014

Dear Mayor Haleblian and the Members of the City Council:

I write on behalf of Medela to request a special event application for the annual Medela Family Picnic on **Saturday, June 14, 2025.** It is our hope to hold the event at Three Oaks Recreation Area again in June. The event will be held from 11:30 am – 3:00 pm. We will do the major tent set up beginning on Friday, June 13 so that the fire department inspection can happen late that afternoon and the breakdown will happen once the event is complete on the 14th. The picnic was a huge success last year with great attendance on a beautiful day. We request the use of Pavilion A, the volleyball area and the surrounding grassy area for the event. In addition, we will need exclusive use of the upper parking lot until 3:00pm on the 14th. And we will again let families enjoy the beach/swimming area once the official picnic is finished.

Medela was founded in 1961 by Olle Larsson in Zug, Switzerland, and it continues to grow under the ownership of the Larsson family. The first USA subsidiary was established in Crystal Lake in 1981. We enjoyed being a part of the Crystal Lake community for 19 years. Medela moved the U.S. headquarters to McHenry, Illinois in 1999. The Medela Family Picnic is a favorite event of the year for all local employees and their families. Three Oaks is our preferred location for 2025 based on the great amenities and close proximity to the homes of many of our employees

Our vendors for this event are the premier providers in their field and great care is taken for set up/break down and event execution. We will do everything possible to ensure that the event is a positive experience for the Medela employees and does not cause any problems for the public sharing the public areas on June 14th. I will be happy to answer any questions about the plans prior to the council meeting and will have a representative in attendance for the meeting when this proposal is discussed.

We appreciate your consideration of this request and look forward to once again working with the City of Crystal Lake on the 2025 Medela Family Picnic.

Sincerely,

Lindsie K. Hass

Lindsie K. Hass

Co-Owner, Scout Hospitality

(217) 549-1611

lindsie@scouthospitality.com

MEDELA FAMILY PICNIC

Saturday, June 14, 2025 11:30am-3:00pm

Proposed Location: Three Oaks Recreation Area, Crystal Lake, IL

Projected number of attendees: 200 adult employees and adult guests, 200 children

All Medela Guests receive a wristband with beach tear off tag. Medela will pay for car passes for employees who are not Crystal Lake residents. If needed, a shuttle from off site parking approved to run from lot to designated drop off location.

Proposed Event Agenda:

Friday, June 13

7:00am	Tent set up and fencing set up begins
3:30 pm	Tent Fire Inspection

Saturday, June 14

6:30 am	Final Tent Set up
8:00 am	Catering arrives, Inflatables arrive, Portable toilets arrive
11:00 am	Set up complete
11:30 am	Registration begins, Lunch Buffet open, kids activities open
1:00 pm	Welcome speeches
1:30 pm	Kids games contest
2:30 pm	Lunch Buffet closes
3:00 pm	Event concludes, Employees can enjoy the beach or boating options

Vendors:

Event Coordinator: Lindsie Hass lindsie@scouthospitality.com 217-549-1611

Food Service: 3 Chef's Catering, Crystal Lake

Kids Activities: Four Seasons Amusements (inflatables, games), Jazzi Entertainment (face painting, balloon art)

Event Rentals (Tents, Tables, Chairs, Fencing): TBD

Event Special requests:

1) Use of Pavilion A, the volleyball area and the surrounding grassy area for the event.
2) Upper parking lot reserved for Medela employees from 11:00am – 3:00pm. Security staff provided by Medela to give out special parking pass.
3) Early set up time for tents. (see schedule) Medela event manager on site with tent company arrival.
4) Portable restrooms onsite to enhance existing restrooms if needed. Mutually agreeable location.
5) Ability for Catering company to park truck on path near prep tent
6) Medela will provide security near kids activities to ensure all participants have event wristbands

CITY OF Crystal Lake ILLINOIS

SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

EVENT NAME Medela Family Picnic 2025 | June 14, 2025

EVENT LOCATION Three Oaks Recreation Area

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

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

GENERAL EVENT INFORMATION

1. TYPE OF EVENT (Check all that apply)

❑ Carnival*	❑ General use of City-owned property
❑ Circus*	❑ Parade*
❑ Festival*	☒ Special Event at Three Oaks Recreation Area*
❑ Filming*	❑ Run/Walk Event
❑ Other	

*Requires separate application in addition to Special Events Application

2. General Description/Purpose of the event:
The annual Medela Family Picnic is a joyous occasion dedicated to honoring the incredible efforts of our team and their loved ones. It's a day filled with laughter, leisure, and rejuvenation, celebrating both our achievements and the cherished bonds of family.

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

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

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

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

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

8. Number of persons scheduled to monitor and work the event: 8 Event Staff + 2 Security

9. Estimated attendance: 200 Adults & 200 Children

10. Is a "rain date" proposed? Y ☒ or N ☐ If yes, what is the rain date? 6/21/2024

ORGANIZATION INFORMATION

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

12. Name of Event Manager: Scout Hospitality (Lindsie Hass & Kaitlyn Cinquegrani)

13. Contact Information for Event Manager:

Address: 661 Goldenrod Drive
Algonquin, IL 60102

(Please check preferred means of contact)

Daytime phone: 217-549-1611 ☒

Emergency phone: 847-302-0330 ☐

Cell phone: 217-549-1611 or 847-302-0330 ☐

Email: lindsie@scouthospitality.com ☒

EVENT OPERATION

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

Set Up: 6/13/2025

Event: 6/14/2025

Dismantling: 6/14/2025

15. Hours of the event:

Set Up: 7-5 PM

Event: 11:30-3PM

Dismantling: 3-7PM

CITY MANAGER'S OFFICE

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

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

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

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

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

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

**Please complete the attached Temporary Liquor License Application*

COMMUNITY DEVELOPMENT

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

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

Temporary community event signs ☐ Yes ☒ No

Temporary neighborhood event signs ☐ Yes ☒ No

Directional signs ☒ Yes ☐ No

Banner ☒ Yes ☐ No

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

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

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

Description of Products

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

Name of Company
Address
Phone

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

If yes, please specify the power requirements and plan for provision
Generators will be used for bounce houses, catering and games.

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

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

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

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

28. Please state what provisions have been made for first aid and emergency medical services, if any:
Please see attached emergency plan and mapping.

PUBLIC WORKS

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

If yes, please complete the attached Barricade Borrowing Application

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

Specify _____

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

- ❑Barricade Borrowing Application
- ❑Carnival License Application
- ❑Certificate of Insurance/Hold Harmless Agreement
- ❑Circus License Application
- ❑Festival License Application
- ❑Film Production Application
- ❑Parade Permit/Open Air Application
- ❑Raffle License Application
- ❑Temporary Liquor License Application
- ❑Temporary Use Application

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

Signature

11/20/2024
Date

Lindsie Hass
Print Name

STAFF USE ONLY

Assigned City Department: City Manager's Office / Three Oaks

Assigned City Staff Liaison: Alaina Skurski

Meeting with Event Organizer Required: ❑ Yes ☒ No

City Council Approval Required: ☒ Yes ❑ No

Indemnity/Hold Harmless For Use of City Owned Property

In consideration of the undersigned ("User") requesting to use the following City property 5517 Northwest Highway, Three Oaks Recreation Area, the undersigned hereby recognizes, acknowledges and assumes any and all risk pertaining to the use of the following City property 5517 Northwest Highway, Three Oaks Recreation Area.

To the fullest extent permitted by law, the undersigned hereby agrees to defend, indemnify and hold harmless the City of Crystal Lake its elected and appointed officials, agents and employees, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses (including attorneys fees), which may in anywise accrue against the City of Crystal Lake, its elected and appointed officials, agents and employees, arising in whole or in part or in consequence of the use of City property by the undersigned, its employees, agents, subcontractors or any 3rd party, or which may in anywise result therefore, except that arising out of the sole legal cause of the City of Crystal Lake, its agents or employees. The User shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City of Crystal Lake, its elected and appointed officials, agents and employees, in any such action, the User shall, at its own expense, satisfy and discharge the same.

Agreed this 20 day of Nov, 2024

Ela Textor or Sue Bourassa — Quentin Matheson
(Name of User's representative) (Signature of User)

Medela
(Organization of User)

City Facility or Area to be used, including address:

5517 Northwest Highway, Three Oaks Recreation Area.

Description of Use (Type of Use and Dates of Use):



Fencing Around Entire Area
with Exit's Marked

Scout Hospitality Outdoor Emergency Response Plan

Medela Family Picnic | June 14, 2025

Introduction

The Outdoor Event Emergency Response Plan is an all-hazard plan that details the emergency procedures specific to the **Medela Family Picnic at the Three Oaks Recreation Area; 5517 Northwest Highway Crystal Lake, IL 60014**. The purpose of the plan is to ensure the safety of the individuals participating in the **Medela Family Picnic** at the Three Oaks Recreation in the event of an emergency. This plan has been developed to improve the efficiency of the **Medela Family Picnic** response to an incident in order to promote safety.

Explanation of Terms (Resource)

One key feature of ICS is "Management by Objectives." Objectives and initial decisions for any emergency should be based on the following three (3) priorities:

1.) Life Safety
2.) Incident Stabilization
3.) Property Preservation

These priorities are utilized to establish objectives. General Emergency Planning Objectives include:

1.) Save lives and prevent injuries
2.) Promote an effective action in responding to emergencies
3.) Minimize loss of village property
4.) Restore conditions to normal and with minimal disruption

Emergency Response Procedures

Reporting an Emergency

Contact Crystal Lake Police at (815) 459-2020 or dial 911

- Tell the dispatcher exactly where you are, including venue name and room number
- Give your full name and telephone number
- Describe the nature of the emergency clearly and accurately
- Do not hang up unless your safety is threatened or you are told to do so
- If possible have someone watch for arrival of emergency personnel and direct them
- After emergency personnel arrive, stay out of the way and follow all directives given

Outdoor Location Evacuation

- Highlight below the parking areas and access/egress points where participants should be directed
  - **Assembly/Meeting Areas are located here:**
    - **Pavillion A**
    - **Cottage on the Beach**

- Should the event need sudden evacuation, announcements will be made via all available PA systems or through the event staff. Additionally, staff and security will begin the process to escort patrons to the nearest evacuation point.

Shelter In Place

- **Lightning**
  - Upon the observation of lightning in the area, guests will be directed to take shelter in nearby shelter-in-place locations or in their vehicles. These shelter locations can be parking garages or near-by buildings if available and open.
  - Follow instructions provided by event staff
  - **Shelter-in-Place Locations (Garages or Near-by Buildings)**
    - **Pavillon A**
    - **Cottage on the beach**
  - After 30 minutes of no lightning present within 5 miles of area, all clear will be given. Should the event need to be canceled or postponed, alerts shall be sent via pre-determined communication channels.

Tornado Warning: Please refer to map on page 6.

- Seek shelter indoors in an interior room away from windows, and on the lowest floor possible
- Follow instructions provided by the event staff
- **Potential Shelter-in-Place Locations (Windowless/Interior Room/Lowest Floor)**
  - **Cottage on the beach**
  - **Utility Barn**

- **Hazardous Materials Release:**
  - Move indoors to a windowless room away from hazardous materials and, if possible, cover the vents.
  - Follow instructions provided by event staff
  - Wait for an "All Clear" before leaving your safe space

Active shooter / Person with a weapon

AVOID – DENY – DEFEND

Once notified, Law Enforcement will respond to an Active Shooter as quickly as possible. Our immediate actions should be focused on maximizing personal safety until Law Enforcement is able to stop the threat.

- **Avoid**: Pay attention to your surroundings. Have an exit plan. Move away from the source of the threat as quickly as possible. The more distance and barriers between you and the threat, the better. Call (815) 459-2020 to reach CL Police directly, or dial 911
- **Deny**: Keep distance between you and the source. Create barriers to prevent or slow down a threat from getting to you. Turn the lights off. Remain out of sight and quiet by hiding behind large objects and silencing your phone.
- **Defend**: We will have (2) security personnel on-site who are licensed and insured.
  - **Houston Protection & Investigation Service, Inc**
    2707 Three Oaks Road, #157
    Cary, IL 60013

Medical Response Plan

In the event of a medical emergency at **Medela Family Picnic** requiring a response from medical services, the following protocol will be following:

Basic first aid is available in **Pavillion A**

If the situation required more advanced medical response, the **Medela Family Picnic** will contact CLPD dispatch at 911 and request medical response.

Weather Response Plan – Please refer to map on page 6.

In the event of severe weather, **Lindsie Hass, Event Manager** will monitor the event throughout the event.

Outdoor Area: **Pavillon A, 3 Oaks Rec Park**

Staff Responsibilities

Venue/Outdoor Space Representative or Designee:

1. Responsible for coordination of regular event operations during the event.
2. Work in consultation with respective public safety entities regarding crowd management decisions if needed.
3. In the event of an emergency, coordinate with promoter/organizer.
4. Communicate to appropriate party entities working the event, in the case of a delay, suspension, cancellation or postponement of the event

Communications

Internal Communication Channels (defined as communication devices used to communicate amongst internal staff) are listed below:

1) Cellphones
    a) Cellphones provide an additional option for communication (included list of cell phone number as an attachment to the plan)

External Communications Process

If emergency information needs to be communicated to all outlets, **Lindsie Hass and Kaitlyn Cinquegrani** will communicate this information through event staff for distribution.

External communication channels (defined as communication devices used to communicate from event personnel to patrons) is listed below:

1) Outside Venue Channels
    a) DJ PA System & Airhorn

Important Phone Numbers - EMERGENCIES

Crystal Lake Police	**(815) 459-2020 Or 911**
Crystal Lake Fire	**(815) 459-2020 Or 911**
Security	**(847) 513-2075 or 911**

Important Phone Numbers – STAFF

Lindsie Hass	[redacted]
Kaitlyn Cinquegrani	
Kelley Marks	
Mariah Christenson	
Tiff Lang	
Molly McCasland	

Steph Doherty
Maya Sobolewski



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/25/2024

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

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

PRODUCER
Presidio
55 Shuman Blvd.
Suite 900
Naperville IL 60563

CONTACT NAME: Megan
PHONE (A/C, No, Ext): 630-513-6600 FAX (A/C, No): 630-513-6399
E-MAIL ADDRESS: mlarkowski@presidiogrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Owners Insurance Company	32700
INSURER B : Auto-Owners Insurance Company	18988
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED THREEC1
3 Chefs Catering, Inc. DBA
3 Chefs Catering & Deli 3
380 W. Virginia Street
Crystal Lake IL 60014

COVERAGES **CERTIFICATE NUMBER:** 1419425155 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			07370651	6/22/2024	6/22/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 10,000
	POLICY X PRO-JECT LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 1,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
B	AUTOMOBILE LIABILITY			4237065102	6/22/2024	6/22/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			4237065101	6/22/2024	6/22/2025	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
380 W. Virginia Street, Crystal Lake, IL 60014

CERTIFICATE HOLDER

City of Crystal Lake
P.O. Box 597
Crystal Lake IL 60014

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Agenda Item No: 10

City Council
Agenda Supplement

Meeting Date: January 21, 2025

Item: Special Event Request – Smith Therapy Crystal Lake Aquathon at the Three Oaks Recreation Area, Sunday, July 20, 2025

Staff Recommendation: Motion authorizing approval of the Crystal Lake Aquathon, to be held on Sunday, July 20, 2025, at the Three Oaks Recreation Area, subject to the recommended conditions, including a waiver of parking fees for non-resident volunteers.

Staff Contact: Nick Hammonds, Deputy City Manager

Background:
Smith Physical Therapy and Running Academy (Smith PT/RA) is requesting approval to organize the Crystal Lake Aquathon at the Three Oaks Recreation Area on Sunday, July 20, 2025. The event was successfully held from 2017 through 2024. **All event details remain unchanged from the 2017 through 2024 events, which were previously approved by the City Council. From 2017 through 2024, the City Council waived the fees for non-resident volunteer parking.**

An Aquathon is a continuous, two-stage race involving swimming followed by running. There are two distances: an Olympic Aquathon and a Sprint Aquathon. There will also be two swim only options for a long-distance swim which include a two mile and one mile swim. The swim only options would attract those triathletes who are training for an Ironman Race (Ironman Wisconsin is held approximately four weeks after the CL Aquathon). The addition of a Kid's Race was added in 2019 with a 250-meter swim and one-mile run for athletes aged 7 – 12 years old.

The event will begin at approximately 7:00 a.m. and end at approximately 12:00 p.m. Setup at the Three Oaks Recreation Area would begin on the evening of Saturday, July 19th. The race format will include an Olympic Aquathon, a Sprint Aquathon, Kid's Race, adaptive one-mile swim, and two long-distance swim only options (two mile swim and one mile swim). The Olympic Aquathon will consist of a one mile swim and 10k run. The Sprint Aquathon consists of a 500m swim, and 5k run. The one and two mile swim will be a one and two mile swim only. The entire event will take place within the Three Oaks Recreation Area and it is anticipated that 150-200 attendees will participate. Registration will be limited to 200 participants and start times will be staggered by event.

The petitioner has requested approval to serve alcohol at the conclusion of the event for attendees and volunteers. This will be considered at a later City Council meeting as it requires proof that a

nonprofit organization is partnering with the petitioner to host the event, and the nonprofit organization must receive approval for a temporary liquor license.

Petitioner Background:

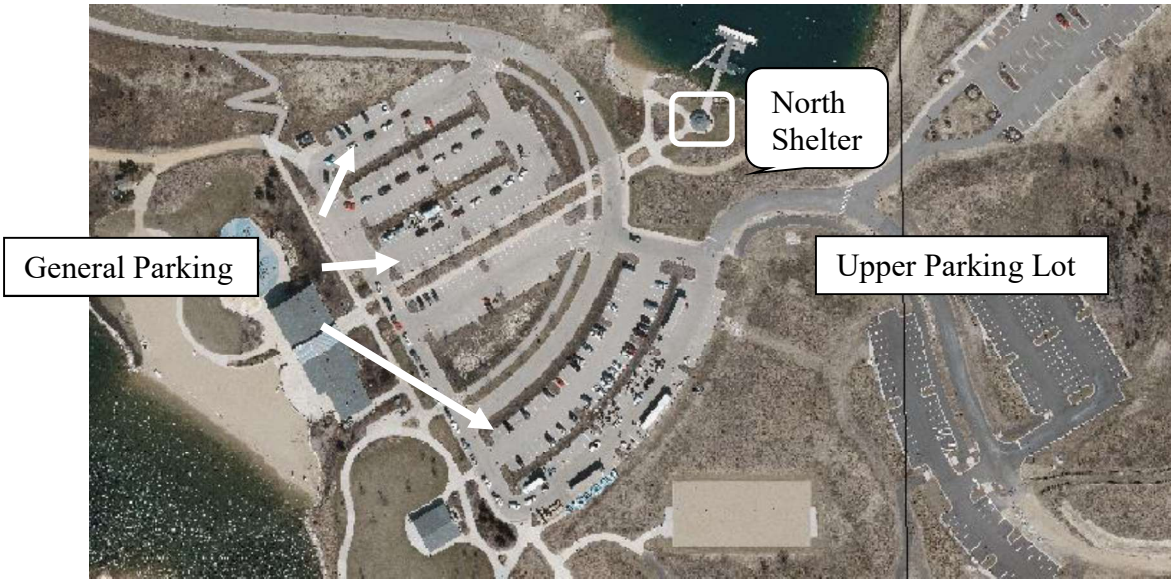
Smith PT/RA is owned by Crystal Lake resident Denise Smith, a certified manual physical therapist who has been practicing for over 23 years. She is also a certified running technique coach and the only Pose Method Master Coach in the Midwest. Her passion lies in injury prevention and showcasing Crystal Lake for its community support, natural beauty, and athletic population. Smith coordinated the 2017 through 2024 Aquathons. In addition, she was the primary supporter for the 2021 through 2024 Crystal Lake Half Marathon, the Santa Run and the Patriot Race.

Three Oaks Recreation Area Impact:

Use Location	*Hours of Use*	*Exclusive Use?*	*Level Of Public Impact*	
Swim Beach	3 Hours	Yes	Low	The swim beach will be utilized from 7:00 a.m. – 10:00 a.m. The petitioner will have all equipment removed from the beach prior to beach opening at 10:00 a.m.
Marina/Lake Usage	7:00 a.m. – 9:00 a.m.	No	Moderate	The northern portion of the south lake will be restricted from public access by buoy markers during the event.
Trails	8:00 a.m. – 12:00 p.m.	No	Moderate	The running portion of the triathlon will occur on existing trails. Signage will be posted. The public will have access to trails during the event.
North Lake Pavilion D	7:00 p.m. – 7:30 a.m.	No	Low	Petitioner is requesting to use the North Marina pavilion for event registration. The pavilion will be cleared before 8:00 a.m.
Picnic Grove	7:00 a.m. – 12:00 p.m.	Yes	Moderate	Running portion of the event will finish at the Picnic Grove pavilion. The post-event celebration will end at 12:00 p.m.
Parking Lot	7:00 a.m. – 12:00 p.m.	No	Moderate	Event participants and guests will be directed to park in the upper parking lot.
Quarry Cable Park	-	-	Low	No impact. Tenant has no issues with the event.
Board House	-	-	Low	No impact. Tenant has no issues with the event.
Cottage on the Beach	-	-	Low	No impact. Tenant has no issues with the event.

The event will occur on the third Sunday in July. Although this is a popular day for residents to visit Three Oaks, care will be taken to ensure guests can still enter the park and use the marina and beach facilities. Aquathon participants and guests will park onsite in the upper parking lot as depicted below. The $5 parking fee will be incurred for all non-residents that park at Three Oaks through collection during registration. Smith is requesting that all non-resident volunteers have their parking fee waived by the City as a show of appreciation for their time and talent, which has been approved in previous years. The North Lake shelter will be used for race registration and will be cleared immediately after the start of the race to allow for usage as needed by guests.

There will be no impact to the Board House, Quarry Cable Park and Grille, concession area or the Beach as the race will be completed by 10:00 a.m. The marina will be open during the event, however, portions of the lake will be closed to watercraft until the event is completed. The event may draw participants to utilize the Beach and Quarry Cable Park and Grille after the completion of their race. Past races yielded increased exposure for the entire park area with race attendees coming from Michigan, Indiana, Wisconsin, downtown Chicago, and southern Illinois.



On Sunday, July 20th, visitors to the park may be inconvenienced in the following ways:

- The public access to the swim beach will be limited during the swim portion of the race. Since public swimming does not begin until 10:00 a.m., it is anticipated that public access to the swim beach will be minimally impacted.
- The swim beach would be used between 7:00 a.m. and 8:30 a.m. The swim portion takes approximately one to two hours to complete. Staff will begin cleaning the beach as soon as the last swimmer is done to get the beach open to the public by 10:00 a.m. The swim course will be set up inside the islands, reserving the majority of the lake for fishermen, as shown in the swim map below. It is requested that ropes from the swim area be removed except to identify a swim lane for racers entering and exiting the water. A special swim area will be marked for the kids race, similar to all races since 2019.
- The marina will be open, however, a portion of the lake will be closed to watercraft until the event is completed at 10:00 a.m. The northern portion of the south lake would be restricted from public access by buoy markers. In addition, public access to this area of the lake may be delayed while swimmers are in the water. Guests renting boats will be notified of the race on the lake and instructed to stay clear of the race area. The Fire Rescue Department and Three Oaks staff will have emergency service boats on the water to ensure the public's safety.
- Signage will be utilized to notify guests that the race may interfere with trail walking. In addition, gate attendees will be on hand to alert guests of the race status.

The City Council has approved a similar swim course for previous triathlons and A Long Swim events.



Proposed Swim Map



Kid's Race

The running portion of the Aquathon will occur on existing trails. It is not anticipated that these areas will need to be closed to the general public during the race, but signage will alert the general public of the trail usage. The run portion of the event will finish at the Picnic Grove Pavilion where a post-race celebration will take place. Additional plans include Potts and Pans Steel Drums for post-celebration musical entertainment.



<u>Required Costs to be Paid by Petitioner</u>:

1. Fire Rescue requires an ambulance with two personnel to standby for the race, as well as a boat with three personnel. The anticipated cost for Fire Rescue services with the Aquathon is a minimum of <u>$2,136.00</u>. The following is a breakdown of Fire Rescue Department costs:

Ambulance with two personnel:	$124.00/hour
Boat 399 with three personnel:	$186.00/hour
Boat 398 with two personnel:	$124.00/hour
Shift Commander	$100.00/hour
Total for 1 hour:	$534.00
Four hour minimum:	x 4
Minimum Total:	**$2,136.00**

2. Three Oaks Recreation Area Costs:

Non-Refundable	*Fee*
Application Fee	$75
Three Oaks Service Boat Fee	$45 ($15 per hour x 3 hours)
Three Oaks General Staff Fee	$450 ($15 per hour x 6 staff (5 hours))
Three Oaks Lifeguard Fee	$594 ($16.50 per hour x 12 guards (3 hours))
Pavilion A Fee	$180
Non-Refundable Fee	**$1,344**
Refundable	*Fee*
Refundable Event Damage	$500
Refundable Fee	**$500**

3. Total Costs:

Non-Refundable Fee	$3,480
Refundable Fee	$500
Total Due by July 1, 2025	**$3,980**

Recommended Conditions:

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

1. Comply with all City Code regulations, Special Event requirements, and Pavilion rental requirements, including all insurance requirements. Insurance certificates need to be provided annually. Petitioner must adhere to the required City insurance provisions for the use of City-owned property by providing a certificate of insurance naming the City as additional insured, and sign the required Indemnity/Hold Harmless agreement. Also, all participants must sign a waiver releasing the City from any liability related to their participation in the triathlon that will be collected upon race registration.
2. If alcohol will be provided at the conclusion of the event, Smith PT/RA must partner with a nonprofit organization that has applied for and received a temporary liquor license.
3. If tents or canopies will be used, the petitioner shall contact the Fire Rescue Department for further review. The use of tents or canopies is subject to review by the Fire Prevention

Bureau. The petitioner shall provide a detailed site plan for tents or canopies prior to the event.

4. Maintain access to all fire lanes and the south lake marina boat ramp. Provide a plan for all on-site signage prior to the event, which shall be reviewed by the City and approved prior to placement.
5. Receive approval from 3rd party property owners for any off-site parking. Following the filling of the upper parking lots, participants will be directed to park off-site.
6. Submit for City approval, severe weather plans and an evacuation plan.
7. Sound system shall not disturb other users of the park.
8. All temporary electrical items shall comply with the 2017 Electric Code and shall be subject to City inspection.
9. The City will have flexibility in designing the race course based on any concerns from City Departments.
10. Smith PT/RA must provide the City with a site plan for set-up at the Three Oaks Recreation Area and parking plan for the event for review by City Departments.
11. All debris created by the event shall be cleaned up during and after the event.
12. In the case of inclement weather, an alternate date can be approved by the City Manager. The alternate date for the event is tentatively scheduled for Sunday, July 27, 2025.
13. The petitioner is responsible for the required costs, which are the costs for Fire Rescue and use of the Three Oaks Recreation Area.
14. Smith PT/RA must provide the proof of volunteers, insurance, off-site parking approval, severe weather and evacuation plan, and liability waivers by July 1, 2025 or the event may be cancelled.

Votes Required to Pass:

Simple majority vote of the City Council

Indemnity/Hold Harmless For Use of City Owned Property

In consideration of the undersigned ("User") requesting to use the following City property 5517 Northwest Highway. Three Oaks Recreation Area, the undersigned hereby recognizes, acknowledges and assumes any and all risk pertaining to the use of the following City property 5517 Northwest Highway. Three Oaks Recreation Area.

To the fullest extent permitted by law, the undersigned hereby agrees to defend, indemnify and hold harmless the City of Crystal Lake its elected and appointed officials, agents and employees, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses (including attorneys fees), which may in anywise accrue against the City of Crystal Lake, its elected and appointed officials, agents and employees, arising in whole or in part or in consequence of the use of City property by the undersigned, its employees, agents, subcontractors or any 3rd party, or which may in anywise result therefore, except that arising out of the sole legal cause of the City of Crystal Lake, its agents or employees. The User shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City of Crystal Lake, its elected and appointed officials, agents and employees, in any such action, the User shall, at its own expense, satisfy and discharge the same.

Agreed this 20th day of July, 2025

Denise Smith
(Name of User's representative)

Denise Smith
(Signature of User)

Smith Physical Therapy +
(Organization of User)

City Facility or Area to be used, including address:

5517 Northwest Highway. Three Oaks Recreation Area.

Description of Use (Type of Use and Dates of Use):

CITY OF
Crystal Lake
ILLINOIS

SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

EVENT NAME Crystal Lake Aquathon

EVENT LOCATION Three Oaks

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

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

GENERAL EVENT INFORMATION

1. TYPE OF EVENT (Check all that apply)

☐ Carnival*	☐ General use of City-owned property
☐ Circus*	☐ Parade*
☐ Festival*	☒ Special Event at Three Oaks Recreation Area*
☐ Filming*	☐ Run/Walk Event

☐ Other _____

*Requires separate application in addition to Special Events Application

2. General Description/Purpose of the event: Swim + run race of varying distances; please see additional supplemental material

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

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

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

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

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

8. Number of persons scheduled to monitor and work the event: 100

9. Estimated attendance: 250 - 300

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

ORGANIZATION INFORMATION

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

12. Name of Event Manager: Denise Smith

13. Contact Information for Event Manager:

Address: 110 W. Woodstock St
Crystal Lake, IL 60014

(Please check preferred means of contact)

Daytime phone: 815.893.9075 ☐

Emergency phone: _____ ☐

Cell phone: [redacted] ☒

Email: denise.smith@smithptplus.com ☐

EVENT OPERATION

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

Set Up: 3:00 - 6:00 pm Saturday, 7/19/25

Event: NA

Dismantling: _____

15. Hours of the event:

Set Up: 4:00am - 6:00am Sunday, 7/20/25

Event: 6:00 - 10:30am

Dismantling: 10:30am - 12:00pm

CITY MANAGER'S OFFICE

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

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

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

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

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

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

beer

**Please complete the attached Temporary Liquor License Application*

COMMUNITY DEVELOPMENT

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

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

Temporary community event signs ☐ Yes ☒ No

Temporary neighborhood event signs ☐ Yes ☒ No

Directional signs ☒ Yes ☐ No

Banner ☒ Yes ☐ No

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

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

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

Description of Products_____

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

Name of Company_____
Address_____
Phone_____

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

If yes, please specify the power requirements and plan for provision

electricity to blow up race arch

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

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

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

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

28. Please state what provisions have been made for first aid and emergency medical services, if any:
arrangement w CLFD for presence in water during swim portion. will check swimmers in/out of water for additional safety check

PUBLIC WORKS

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

**If yes, please complete the attached Barricade Borrowing Application*

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

Specify fill up 3-4 kiddie pools

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

- ☐Barricade Borrowing Application
- ☐Carnival License Application
- ☐Certificate of Insurance/Hold Harmless Agreement
- ☐Circus License Application
- ☐Festival License Application
- ☐Film Production Application
- ☐Parade Permit/Open Air Application
- ☐Raffle License Application
- ☐Temporary Liquor License Application
- ☐Temporary Use Application

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

I Denise Smith
~~Signature~~

1/6/25
Date

Denise Smith
Print Name

STAFF USE ONLY

Assigned City Department: _____

Assigned City Staff Liaison: _____

Meeting with Event Organizer Required: ☐ Yes ☐ No

City Council Approval Required: ☐ Yes ☐ No

Smith Physical Therapy + Running Academy

Background:

Smith Physical Therapy and Running Academy (AKA Smith Physical Therapy+) is requesting approval from the City to organize the Crystal Lake Aquathon at Three Oaks Recreation Area on Sunday, July 20th, 2025.

The Aquathon would begin at approximately 7:00 a.m. and end at approximately 12:00 p.m. Setup at the Three Oaks Recreation Area would begin on the evening of Saturday, July 19th. The race format would include an Olympic Aquathon, a Sprint Aquathon, Kids Race, adaptive one-mile swim, and 2 long-distance swim-only option (2 Mile Swim and 1 Mile Swim). The Olympic Aquathon would consist of a 1-mile swim and 10k run. The Sprint Aquathon would consist of a 500m swim, and 5k run. The 1- and 2-Mile Swim would consist of a 1 and 2-mile swim only. The Kids Race will be a 250-meter swim with a 1-mile run. The entire event would take place within the Three Oaks Recreation Area property. It is anticipated that 150-200 attendees will participate in this Aquathon. Registrations will be limited to 200 participants and start times will be staggered by event.

This is the same plan as 2017-2024, which were successful in terms of having no incidents and full support of the Crystal Lake Fire Department and the City of Crystal Lake. Numbers for each year are as follows:
2017 – 83 participants, 91 volunteers
2018 – 132 participants, 90 volunteers
2019 – 162 participants, 102 volunteers
2021 - 175 participants, 85 volunteers
2022 - 124 participants, 67 volunteers
2023 - 135 participants, 83 volunteers
2024 - 175 participants, 91 volunteers

Petitioner Background:

Smith Physical Therapy and Running Academy is owned by Crystal Lake resident Denise Smith. She is a certified manual physical therapist and has been practicing for 23 years. She is also a certified running technique coach and is the only Pose Master Coach in the Midwest. Her passion lies in injury prevention and showcasing Crystal Lake for its community support, natural beauty, and athletic population.

Denise was responsible for coordinating this race, beginning 2017. Denise is also the primary supporter of the Crystal Lake Half Marathon, The Santa Run and the Patriot Race. Through the experience of multiple races, Denise has learned how to coordinate the event with the help of a strong volunteer team along with continued support of the residents, local business owners, the City of Crystal Lake, and Three Oaks Recreational Area. She also has a strong advisory/volunteer committee that has successfully assisted in all facets of the race in both preparation and execution. Previous concerns voiced by the City Council were lack of volunteers, parking restrictions, and interrupting normal operations at Three Oaks. All of these issues were addressed without difficulty in previous years.

Three Oaks Recreation Area Impact:

The event will be occurring on the 3rd Sunday in July. Though this is a popular day for residents to visit Three Oaks, care will be taken to ensure guests can still enter the park and use the marina and beach facilities. Aquathon participants and guests would be referred to park onsite in the upper parking lots as depicted below. Because most athletes and sponsors arrive before 7:00am, there will be no parking fee for this group. Any spectator that arrives after 8:30am will be assessed the $5 parking fee as they enter the property. We are requesting that all non-resident volunteers have their parking fee waived by the City as a show of our appreciation for their time and talent as was offered in all previous years. The north shelter (Pavilion A) will be utilized for race registration. The race director would like to again rent the Pavilion until noon for the After Party. This will allow volunteers, racers, and sponsors to enjoy the view of Three Oaks and all that the facility has to offer. Denise is requesting alcohol be permitted for the volunteers and racers that are over 21 years old. IDs will be checked by 2 volunteers and each racer/volunteer is eligible for only one beer.

There will be no impact to the Board House, Quarry Cable Park and Grille, Cottage on the Beach, or the beach area because the race will be completed by 10:00 am. In fact, the event may draw participants to utilize the Beach, The Cottage, and Quarry Cable Park and Grille after the completion of their race. Past races yielded increased exposure for the entire Park area with race attendees coming from Michigan, Indiana, Wisconsin, downtown Chicago, and southern Illinois.

On Sunday, visitors to the park would be inconvenienced in the following ways:

- The swim beach would be used between 7:00 am and 8:30am. The swim portion takes approximately 1-2 hours to complete. Event staff/volunteers will begin cleaning the beach as soon as the last swimmer is done to get the beach open by 10:00 am. The swim

course would be set up inside the islands reserving the majority of the lake for fishermen. See the attached race course maps. It is requested that ropes from the swim area are removed except to identify a swimming lane for racers entering and exiting the water.

- Gate attendees will be on hand to alert guests of the race status.

Swimming Portion of the Race – Three Oaks Lake Usage

The use of the lake at the Three Oaks Recreation Area would require two restrictions on the public's access.

First, the public would not be able to access the entire lake during the swim portion of the race. The northern portion of the south lake would be restricted from public access by buoy markers. In addition, public access to the lake may be delayed while swimmers are in the water. Guests renting boats will be notified of the race on the lake and instructed to stay clear of the race area on the water. The Fire Rescue Department and Three Oaks staff would have emergency/service boats on the water to ensure the public's safety.

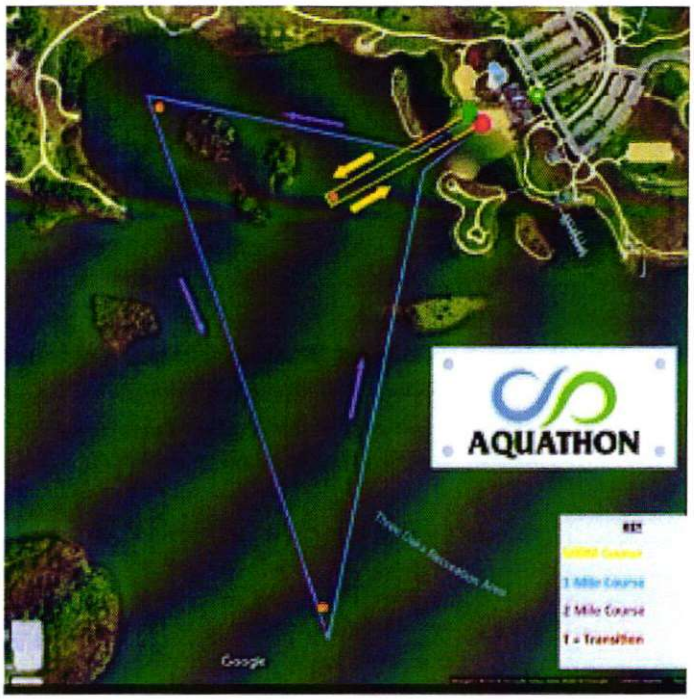
Second, the public access to the sand beach would be limited during the swim portion of the race. Since public swimming does not begin until 10:00 am, it is anticipated that public access to the swim water would not be substantially impacted.

It is requested that ropes from the swim area are removed except to identify a swimming lane for racers entering and exiting the water. A special swim area will be marked for the Kids Race, similar to all races since 2019.

Kids Race:



Other Swim Races:



Running Portion of the Race – Three Oaks Trail Usage

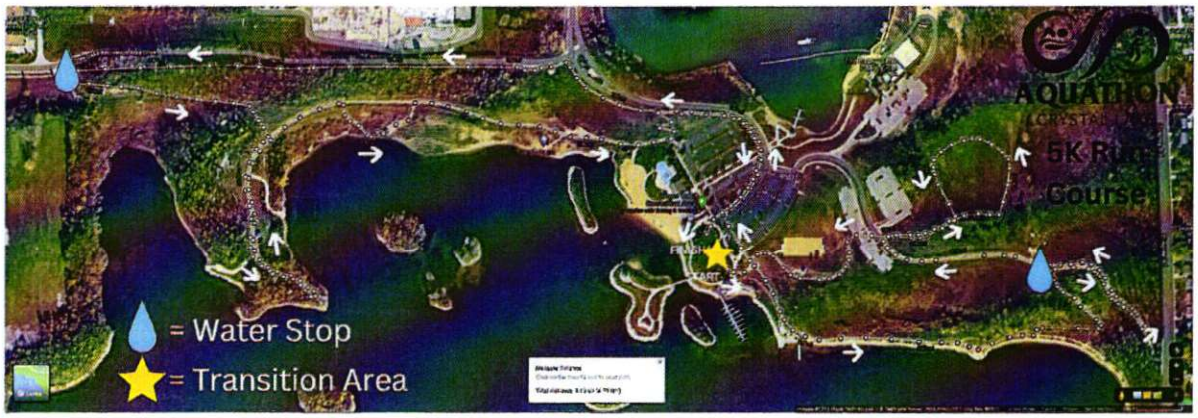
The race portion of the Aquathon will occur on existing trails. It is not anticipated that these areas will need to be closed to the general public during the race but signage will alert the general public of the trail usage. We were able to modify the route in the past due to flooding and are willing to continue to modify to accommodate any other terrain changes. The run portion will finish by Pavilion A and the after party will take place under and around Pavilion A. A rental application for the pavilion will be completed. Food will be provided by local Crystal Lake businesses and will be available for volunteers, racers, and sponsors. Other plans include Potts and Pans Steel Drums to provide music. We would like permission to serve beer to those that are 21 years old. We understand that special insurance called Host Liquor Liability Insurance is required and we will make sure that is completed by our charity organization, Girls on the Run, should we receive permission to serve beer. A mark on the hand would be utilized to indicate those under 21 after their IDs are checked on site.

The race course map shows the current running course. Routes can be modified as directed by Three Oaks Staff due to any additional flooding zones or re-opening of previously flooded areas.

Kids Race:



Run Route:



Required Costs: (to be paid by petitioner)

1. Fire Rescue would require an ambulance with two personnel to standby for the race, as well as a boat with three personnel. Based on previous years, the anticipated cost for Fire Rescue services with the Aquathon is $1,240.00. The following is a breakdown of Fire Rescue Department costs:

   Ambulance with two personnel: $124.00/hour
   Boat 399 with three personnel: $186.00/hour
   Shift Commander Salary
   Total for 1 hour: $310.00
   Four hour minimum: x 4
   Minimum Total: $1,240.00

2. Three Oaks Recreation Area Costs:

Non-Refundable	*Fee*
Application Fee	$75
Three Oaks Service Boat Fee	$36 ($12 per hour x 3 hours)
Three Oaks General Staff Fee	$450 ($15 per hour x 6 staff (5 hours))
Three Oaks Lifeguard Fee	$360 ($10 per hour x 12 guards (3 hours))
Total Non-Refundable Fee	**$955**
Refundable	*Fee*
Refundable Event Damage	$500
Total Refundable Fee	**$500**

Recommended Conditions:

City staff has reviewed the petitioner's request in the past and offered the following conditions:

1. Three Oaks Recreation Area Conditions:
    a. Comply with all City Code regulations, Special Event requirements, and Pavilion rental requirements, including all insurance requirements. Insurance certificates need to be provided annually.
    b. The use of tents or canopies is subject to review by the Fire Prevention Bureau. The petitioner shall provide a detailed site plan for tents or canopies prior to the event.
    c. Maintain access to all fire lanes and the south lake marina boat ramp. Provide a plan for all on-site signage prior to the event, which shall be reviewed by the City and approved prior to placement.

d. Receive approval from 3rd party property owners for any off-site parking. Following the filling of the new parking lots, participants will be directed to park off-site.

e. Submit for City approval, severe weather plans and an evacuation plan.

f. Sound system shall not disturb other users of the park.

g. All temporary electrical items shall comply with the 2005 Electric Code and shall be subject to City inspection.

2. The City will have flexibility in designing the race course based on any concerns from City Departments.

3. Smith Physical Therapy+ must provide the City with a site plan for set-up at the Three Oaks Recreation Area and parking plan for the event for review by City Departments.

4. All debris created by the event shall be cleaned up during and after the event.

5. Petitioner must adhere to the required City insurance provisions for the use of City-owned property by providing a certificate of insurance naming the City as additional insured, and sign the required Indemnity/Hold Harmless agreement. Also, all participants should sign a waiver releasing the City from any liability related to their participation in the triathlon that will be collection upon race registration.

6. If tents or canopies will be used, the petitioner shall contact the Fire Rescue Department for further review.

7. In the case of inclement weather, an alternate date can be approved by the City Manager.

8. The petitioner is responsible for the required costs, which are the costs for Fire Rescue and use of Three Oaks Recreation Area.

9. Smith Physical Therapy+ must provide the proof of insurance and liability waivers by July 16, 2024 or the event may be canceled.

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

Agenda Item No: 11

City Council
Agenda Supplement

Meeting Date: January 21, 2024

Item: City Code Amendment to increase the Number of Class 28 Liquor Licenses and to increase the Number of Video Gaming Licenses - Applicant: Kirin King LLC, d/b/a Kirin King, 446 W. Virginia Street

Staff Recommendation:

1. Motion to adopt an Ordinance increasing the number of Class 28 Liquor Licenses from the current permitted 21 licenses to 22 licenses.

2. Motion to adopt an Ordinance increasing the number of Video Gaming Licenses from the current permitted 21 licenses to 22 licenses.

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

Background:

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

The City has received a request from Kirin King LLC, d/b/a Kirin King, 446 W. Virginia Street, for the issuance of a Class 28 Supplemental Liquor License and a Video Gaming License. The petitioner is requesting the supplemental Class 28 license in order to operate six video game machines in their establishment.

Section 329-5-AB of the City Code permits the issuance of a Class 28 liquor license, which authorizes the retail sale of alcoholic liquors, for consumption on the premises, at a bar or restaurant, as defined by § 268-3 of the City Code, to an applicant which possesses a valid video gaming location license issued by the Illinois Gaming Board and which also holds, for a period

of not less than one year, a current and valid liquor license to sell alcoholic liquor at such bar or restaurant.

Application Review

City staff has reviewed the application from Kirin King LLC, d/b/a Kirin King, 446 W. Virginia Street, and compared it to the City Code requirements. City staff has reviewed the application for completeness and determined that it meets all of the necessary conditions. The below table depicts the applicant's compliance with the City Code requirements:

Requirement	City Code Section	Compliance Status
The establishment is an eligible bar or restaurant.	268-3 Definitions	**Yes**. Restaurant
The establishment has held a liquor license for at least 6 months.	268-3 Definitions	**Yes**. The establishment has held a Class "1" Liquor License since June 2023.
Applicant submitted necessary documents, including site plan.	268-3 (C)	**Yes.**
Applicant has a State Video Gaming License.	268-3 (C)	**Yes. License #240701772 Approved 12/12/2024**
Applicant will be using a licensed video game terminal operator.	268-3 (C)	**Yes. Accel Entertainment Gaming, LLC**
The establishment is outside of the 100-foot radius of any church or school in the vicinity.	State of Illinois Requirement	**Yes**.
Location screening and supervision	268-3 (K)	**Yes.**
Signage	268-3 (N)	**Yes**. The terminals will not be visible from the street, screening to be installed and windows will be blacked out. There is no advertising of the availability of video gaming on the outside of the building.
Applicant will be using an approved video surveillance system.	268-3 (O)	**Yes.** The terminal operator has provided video surveillance system specifications.
Video Gaming is incidental to establishment's business.	268-3 (P)	**Yes.**

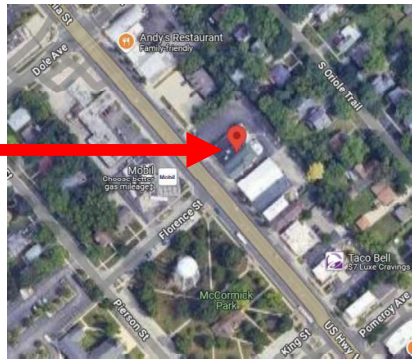
Site Plan Review

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

Votes Required to Pass:
Simple majority.

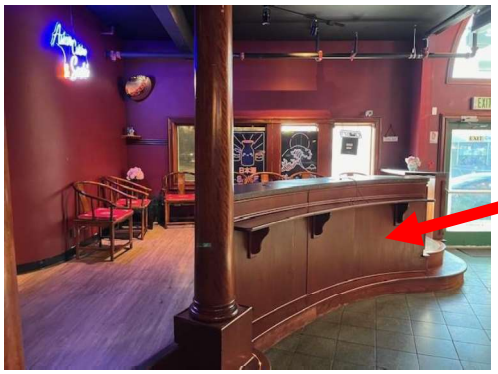
Property in Question:

PIQ



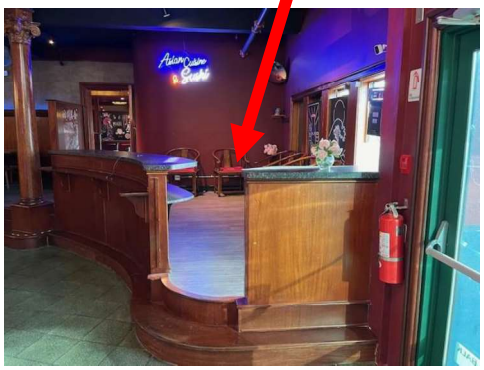
Proposed Site Plan: See Attached Drawing.

Proposed Video Gaming Area Location:

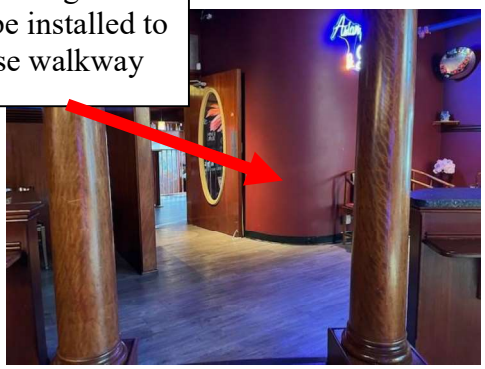


Proposed Game Location (view from bar for monitoring), Windows will be screened from outside. Area will be screened from dining area. An additional screening wall will be installed to close walkway

Opening to be closed



An additional screening wall will be installed to close walkway



Ord. No.
File No. 255L

The City of Crystal Lake Illinois

AN ORDINANCE AMENDING THE CODE OF THE CITY OF CRYSTAL LAKE

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

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

1. Class 28 License shall be increased from 21 to 22.

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

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

DATED at Crystal Lake, Illinois, this 21st day of January, 2025.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
CITY CLERK

Passed: January 21, 2025
Approved: January 21, 2025

Draft

Ord. No.
File No. 255VG

The City of Crystal Lake Illinois

AN ORDINANCE AMENDING THE CODE OF THE CITY OF CRYSTAL LAKE

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

SECTION I: That CHAPTER 268 Gambling Section 268-3E(2) Limitations on licenses shall be amended as follows:

1. Video Gaming Licenses shall be increased from 21 to 22.

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

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

DATED at Crystal Lake, Illinois, this 21st day of January, 2025.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

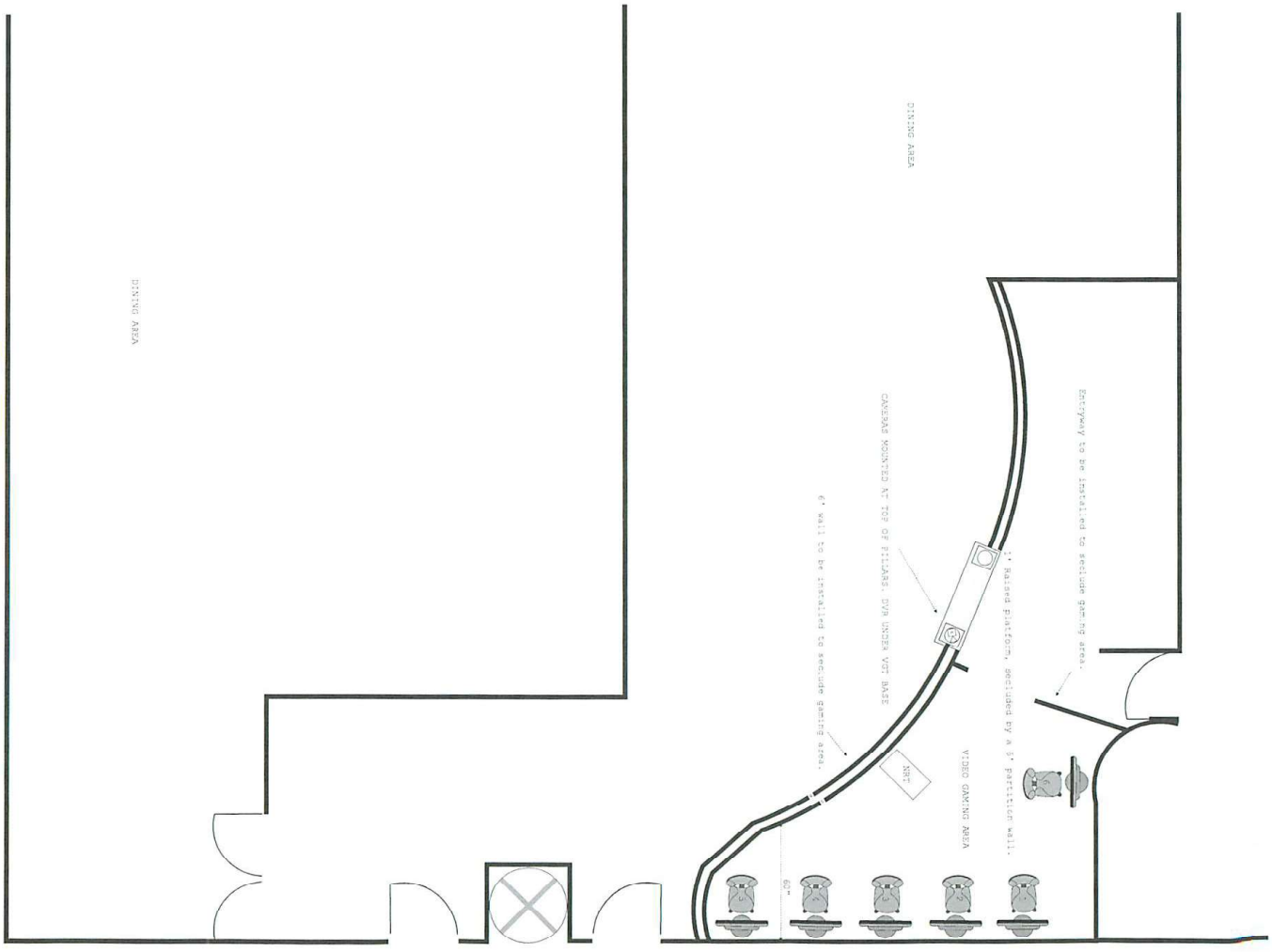
SEAL

ATTEST:

_____
CITY CLERK

Passed: January 21, 2025
Approved: January 21, 2025

Draft


DINING AREA
DINING AREA
DINING AREA
CAMERAS MOUNTED AT TOP OF PILLARS, DVR UNDER WOOD BASE
6' wall to be installed to seclude gaming area.
Entryway to be installed to seclude gaming area.
4' Raised Platform, secluded by a 5' Partition wall.
VIDEO GAMING AREA
ATM
60"
Front Entrance
WEST VIRGINIA STREET

☐ (New Applicant)
☐ (Renewal)

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

Application for a Video Gaming Supplemental Liquor License
Class 28

Business Information:

Business Name: Kirin King LLC	Phone #: [redacted]
Street Address: 446 W Virginia Street Crystal Lake, IL 60014	Fax #: N/A

Applicant Information
(Establishment Owner)

Name: Yi Yun Lin	
DOB: 11/28/1994	Age: 30
Street Address: 446 W Virginia Street	Phone #: [redacted]
City, State, Zip: Crystal Lake, IL, 60014	Email: [redacted]

Applicant Information
(If additional owner information)

Name:	
DOB:	Age:
Street Address:	Phone #:
City, State, Zip:	Email:

Contact Person
(If different than the Establishment Owner)

Contact Name:	Phone #:
Address:	Email:

Please Circle One

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

(Yes) No Have you held a Crystal Lake liquor license for at least 12 months?
License #: 2023-132

(Yes) No Do you have a license from the Illinois Gaming Board to operate video gaming terminals at your establishment?
License #: 24070772

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

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

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

Please sign below:

Name	Title	Date
Yglymlin	Managing Member	12/16/2024

CITY OF CRYSTAL LAKE

Application:
Video Gaming License and Terminal Permit

Required Submittals

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

☑ (New Applicant)
☐ (Renewal)

Date: 12/14/2024

Application for a Video Gaming License and Terminal Permit Application

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

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

Business Name: Kirin King	Phone #: 779-220-9344
Street Address: 446 W Virginia Street Crystal Lake, IL 60014	Fax #: N/A

Applicant Information
(Establishment Owner)

Name: Yiyun Lin	
DOB: 11/28/1994	Age: 30
Street Address: 446 W Virginia Street	Phone #: [redacted]
City, State, Zip: Crystal Lake, IL 60014	Email: [redacted]

Applicant Information
(If additional owner information)

Name:	
DOB:	Age:
Street Address:	Phone #:
City, State, Zip:	Email:

Contact Person

(If different than the Establishment Owner)

Contact Name:	Phone #:
Address:	Email:

Video Gaming Terminal Operator Information

Company Name: Accel Entertainment Gaming, LLC	Phone #: 630 427. 5134
Street Address: P.O. Box 1218	Fax #:
City, State, Zip: Bolingbrook, IL, 60440.	Email: AnnetteW@accelentertainment.com
Contact Name: Annette Wodzinski	Mobile #: 630. 863. 7279.

Terminal Information

Illinois Gaming Board Terminal License Number	Serial Number for each Terminal
1. 535546	1. 33000 16508
2. 565841	2. 5162837
5. ~~5355~~ 534773	5. B150631556
3. 539461	3. 5105453
4. 588816	4. VLT70048
6. 582002	6. 1003449

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

	✓
Bar	✓
Restaurant	✓
Will individuals under the age of 21 be allowed in the business premises?	No

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

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

VERIFICATION:

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

  License No. 2023-132, June 20, 2023, Ending May 31, 2024, in City of Crystal Lake.

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

  _____

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

  _____

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

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

Please sign below:

Yi Yun Lin	managing member
Full Name	Title
Yiyun Lin	12/16/2024
Applicant Signature	Date
Yi Yun Lin	12/16/2024
Full Name	Title
Yiyun Lin	12/16/2024.
Applicant Signature	Date

AGREEMENT

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

Yi Yun Lin — Managing Member.

Full Name — Title

yiyunlin — 12/16/2024.

Applicant Signature — Date

~~Yi Yun Lin~~

Full Name — Title

Applicant Signature — Date

SURVEILLANCE CAMERA CONDITIONS

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

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

Applicant hereby agrees to these conditions: yiyunlin **Date:** 12/16/2024

Applicant hereby agrees to these conditions: _____ **Date:** _____

AFFIDAVIT

STATE OF IL)
) **SS**
COUNTY OF McHenry)

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

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

Please sign below:

Name	Title	Date
YiYun Lin	Managing Member	12/17/2024
yiyun Lin	Managing Member	12/17/2024

Subscribed and sworn to before me this

17 day of December, 2024.

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

Notary Public

My commission expires: 12/27/2025

STATE OF ILLINOIS

ILLINOIS GAMING BOARD

VIDEO GAMING ESTABLISHMENT LICENSE

KIRIN KING LLC - 240701772
d/b/a KIRIN KING
446 West Virginia Street
Crystal Lake, IL 60014

License No:	240701772
Date Issued:	12/12/2024
Expiration Date:	12/2026

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

Marcus D. Fruchter
Administrator

Video Gaming Terminals Description with Serial Numbers

Asset Name: 539461

Model: WMS Blade

SAS: 3

Serial Number: 5105453

Description: The WMS Blade is a modern, reliable video gaming terminal equipped with a high-definitic display and user-friendly interface, ideal for providing an engaging player experience.

Asset Name: 535546

Model: Prodigy Vu

SAS: 1

Serial Number: 3300016508

Description: The Prodigy Vu features advanced graphics and intuitive touchscreen controls, enhancir player satisfaction with immersive gameplay.

Asset Name: 534773

Model: AH-1V227ST

SAS: 5

Serial Number: B150631556

Description: AH-1V227ST is a compact gaming terminal designed for versatility and smooth operatio offering multiple game configurations.

Asset Name: 565841

Model: Twinstar

SAS: 2

Serial Number: 5162837

Description: The Twinstar is a dual-screen video gaming terminal, offering high-quality visuals ar

Asset Name: 588816

Model: Aristocrat Helix Upright VGT

SAS: 4

Serial Number: VLT700048

Description: The Aristocrat Helix Upright VGT is a premium gaming terminal with cutting-edge visuals ar ergonomic design, providing a seamless gaming experience.

Asset Name: 582002

Model: NOVOLITE FV637C

SAS: 6

Serial Number: 10034499

Description: The NOVOLITE FV637C is a sleek, efficient gaming terminal with advanced technolog providing reliability and a smooth user experience.

EXCLUSIVE LOCATION AND VIDEO GAMING TERMINAL USE AGREEMENT

This Exclusive Location and Video Gaming Terminal Use Agreement ("Agreement") entered into this 4th day of November 24 by and between Accel Entertainment Gaming, LLC, an Illinois limited liability company ("Terminal Operator") and KIRIN KING LLC, an Illinois LLC and licensed by the Illinois Liquor Control Board under the name KIRIN KING ("Licensed Establishment") (collectively, the "Parties").

RECITALS

Terminal Operator is or shall become a licensed Illinois Terminal Operator under the Illinois Video Gaming Act (the "Act"). Its address is: Accel Entertainment, P.O. Box 1218, Bolingbrook, IL 60440. Licensed Establishment, with permit # IA-11546 35, is or shall become a licensed Illinois Licensed Establishment under the Act. Its registered address is: 416 West Virginia Street City: Crystal Lake, IL Zip: 60014

AGREEMENT

The Parties agree that Terminal Operator will be the sole and exclusive party to provide for the Licensed Establishment: (i) video gaming terminals, software and related software and hardware ("Gaming Property"); (ii) accounting and reporting functions as required by the Act and Illinois Gaming Board ("IGB") Rules ("Rules"); and (iii) placement of non-gaming but related devices i.e. video surveillance system, ATM/cash station machines and/or redemption machines (and to replace all such existing machines upon their next contracted termination date) and seating furniture ("Related Property"). Licensed Establishment hereby appoints Terminal Operator its sole and exclusive agent to affect the above. Licensed Establishment shall have no ownership rights in either Gaming Property or Related Property. _____ will continue operating all current non-gaming relationships. In the event that Licensed Establishment has entered into a prior agreement with another party with respect to Gaming Property, this Agreement will become effective immediately upon termination of a prior agreement for any reason.

PURSUANT TO SECTION 1800.270 OF THE RULES, Licensed Establishment shall comply with the duties and responsibilities of licensed video location and will allow terminals to be placed in its location in a prominent, approved location consistent with the Rules and Regulations and will take all reasonable measures to provide for the terminals' proper use and safety. Terminal Operator is not responsible for: (i) any wear and tear of premises caused by video games; or (ii) liability caused after the proper installation or during the operation of video games on premises. Licensed Establishment shall hold harmless and indemnify Terminal Operator for any and all liability seen and unforeseen following such installation and during the operation of the Gaming Property and Related Property. Terminal Operator shall have the right to offset any losses or liabilities against monthly payments owed Licensed Establishment.

PURSUANT TO SECTION 60(d) OF THE ACT, Licensed Establishment understands and agrees to abide by all rules and regulations with respect to the "bank" as required by the IGB.

PURSUANT TO SECTION 25(c) OF THE ACT, The Parties shall split after tax profits 50% - 50% (the "Split").

PURSUANT TO SECTION 60(a) OF THE ACT, a tax must be paid to the State of Illinois prior to the Split.

This Agreement is effective upon signing and shall have an initial term ending eight years, as adjusted, from the Effective Date. The "Effective Date" of this Agreement shall be (i) the date in which the installed terminals at said Licensed Establishment go live with Terminal Operator ("Live Date") or (ii) if Licensed Establishment is currently live with Terminal Operator, the date in which the current term of the Terminal Operator Agreement expires. The term of this Agreement shall be automatically extended for the number of days in which the terminals at said Licensed Establishment are not live (open and available for play to the public) during regularly scheduled days of operation; provided that in no event will this Agreement be extended for a period of time greater than eight calendar years. At the termination of this Agreement, Licensed Establishment shall provide reasonable access to its establishment for Terminal Operator to remove the Gaming Property and Related Property. Licensed Establishment represents and warrants that execution and performance of this Agreement will not constitute a breach of any other agreement for the placement of Gaming or Related Property.

If Terminal Operator discovers facts with respect to Licensed Establishment or this Agreement that would, in its reasonable opinion, cause reputational harm or jeopardize its, or any of its affiliates, gaming licenses, permits, or status with any applicable regulatory or law enforcement agency, Terminal Operator shall have the right to terminate the Agreement, without further force or effect, upon providing written notice to Licensed Establishment. Licensed Establishment acknowledges that it has a continuing duty to promptly notify Terminal Operator of any information that may impact Licensed Establishment's suitability and/or cause reputational damage to Terminal Operator (e.g., criminal charges, lawsuits, or associations).

This Agreement may be filed with the Recorder of Deeds and/or pursuant to the Illinois Uniform Commercial Code. This Agreement is the sole and entire Agreement between the Parties hereto.

This Agreement shall be binding upon and inure to the benefit of the representative legal representatives, successors and assigns of the Parties hereto. This Agreement shall NOT terminate in the event of a sale or relocation of the Licensed Establishment, and a successor of the Licensed Establishment shall be obligated hereunder during the remaining term of this Agreement, subject to the consent of the Terminal Operator to continue this Agreement, which shall not be unreasonably withheld.

PURSUANT TO SECTION 25(c) OF THE ACT, the Parties acknowledge it is a violation of the Act to offer anything as an inducement for the procurement of a location. NO INDUCEMENT - The Parties expressly acknowledge that nothing of value was offered or received in exchange for the execution of this Agreement.

PURSUANT TO SECTION 1800.320 OF THE RULES, the Parties agree to indemnify and hold harmless the state of Illinois, the IGB and its agents relative to any cause of action arising from this Agreement or an opt out.

Terminal Operator may freely assign and/or transfer this Agreement and its rights and/or obligations hereunder, subject to the Act. Terminal Operator may not assign or transfer its rights and/or obligations hereunder except (a) to another licensed terminal operator, or (b) as may otherwise be permitted by the Act. Terminal Operator shall provide Licensed Establishment with notice in the event of an assignment of this Agreement.

Licensed Establishment will be released from any continuing contractual obligation to Terminal Operator in the event that Terminal Operator has its license revoked or denied, has its renewal denied, or surrenders its license. This Agreement shall terminate in the event that, pursuant to final Board order, Licensed Establishment (i) has its IGB application denied or (ii) has its IGB license renewal denied.

The date of installation will be based on the best reasonable efforts of Terminal Operator. Terminal Operator reserves the right to remove Gaming and Related Property in its sole discretion.

THIS AGREEMENT IS SUBJECT TO REVIEW AND APPROVAL BY THE IGB. THE PARTIES AGREE TO MODIFY ANY PROVISION AS DIRECTED BY IGB, INCLUDING RESIGNING A NEW CONTRACT TO COMPORT WITH CHANGES IN LEGISLATION AND/OR IGB RULES AND REGULATIONS.

The Parties state that they are duly authorized and empowered to execute this Agreement on the date first written above. By signing this Agreement, Licensed Establishment acknowledges it has not signed any other agreement that would interfere with the validity of this Agreement.

"TERMINAL OPERATOR"

By: _____
Printed Name: Andrew Rubenstein
Accel Entertainment Gaming, LLC
Title: Manager
Date: 11/4/2024

"LICENSED ESTABLISHMENT"

By: _____
Printed Name: Yiyun Lin
Title: Owner
Date: 11/4/2024

SALES AGENT PROCURING AGREEMENT*: (Print Name): FRED MINELLI (Signature): _____ YL.
(Print Name): Annette Wodzinski (Signature): _____
*If soliciting through an entity, please print entity name in addition to individual name.

Licensed Establishment Initials (*verifying that Sales Agent procuring Agreement printed and signed above is present at the time of signing and Licensed Establishment received a final copy of this Agreement*): _____

8-channel 4K Network Video Recorder

1U 8-port PoE 4K and H.265 Lite Network Video Recorder



- H.265 and H.264 Video Compression
- Maximum 200 Mbps Incoming Bandwidth
- Up to 8 MP Resolution for Preview and Playback
- Simultaneous HDMI and VGA Video Output
- Support for IPC and UPnP Protocols
- Compatible with Dahua Smart Motion Detection+ Cameras
- Eight (8) PoE Ports
- Support for Automatic Network Replenishment (ANR) Technology





System Overview

Dahua's Lite Series network video recorders offer excellent performance and high recording quality for IP video security applications. For applications where details are critical, this professional NVR provides a powerful processor with up to 4K resolution. Additionally, the NVR features a mouse shortcut operation menu, remote management and control, center storage, edge storage, and back up storage.

The NVR is compatible with numerous third-party devices making it the perfect solution for surveillance systems with or without a video management system (VMS). Its open architecture supports multi-user access and it is compatible with ONVIF 2.4, enabling interoperability when combined with 4K cameras.

Functions

4K Resolution

4K resolution is a revolutionary breakthrough in image processing technology. 4K delivers four times the resolution of Full HD 1080p devices and offers superior picture quality and image details. 4K resolution improves the clarity of a magnified scene to view or record crisp forensic video from large areas.

Smart Motion Detection+

Smart Motion Detection+, a component of Dahua's Analytics+ technology, improves alarm accuracy and decreases the number of false alarms. The advanced SMD+ algorithm analyzes a scene for human or vehicle motion, while filtering out other motion due to trees, leaves, animals, weather, and triggers an alarm when detected[1].

Intelligent Video System (IVS) Recording

Working with IVS-enabled IP cameras, the NVR recognizes and records video that contains IVS data on all IP channels. The NVR records standard intelligence at-the-edge features, as well as premium IVS features that detect abandoned or missing objects, Tripwire violations, and intrusion violations. The NVR is also capable of recording business analysis data – Facial Detection, People Counting, and Heat Map – from IP cameras with built-in Intelligent Business Analytics.

Heat Map

The Heat Map option highlights the areas with the highest concentration of people. This information can then be exported into a customized report to assist in business or forensic analysis.

Automatic Network Replenishment (ANR) Technology

Network Video Recorders with the ANR function automatically store video data on an IP camera SD card when the network is disconnected. After recovery of the network, the NVR automatically retrieves the video data stored on the camera.

Smart Add

The Smart Add function makes installing an IP surveillance system quick and easy. The NVR automatically detects and lists IP cameras connected to the same router as the NVR. This automatic detection makes adding cameras to the NVR a seamless process.

Technical Specification

System

Main Processor	Embedded Quad-core Processor
Operating System	Embedded Linux

Audio and Video

IP Camera Input	Eight (8) Channels
Two-way Talk	Input: One (1) Channel, RCA Output: One (1) Channel, RCA

Display

Interface	One (1) HDMI One (1) VGA
Native Output Resolution	3840 x 2160, 1920 x 1080, 1280 x 1024, 1280 x 720, 1024 x 768
Maximum Decoding	Two (2) Channels of 4K/6 MP at 30 fps Three (3) Channels of 5 MP at 30 fps Four (4) Channels of 4 MP/3 MP at 30 fps Four (4) Channels of 1080p at 60 fps Eight (8) Channels of 1080p at 30 fps
Multi-screen Display	1/4/8/9
On-screen Display	Camera Title, Time, Video Loss, Camera Lock, Motion Detection, Recording

Recording

Compression	H.265, H.264, MJPEG
Supported IP Camera Resolution	8 MP, 6 MP, 5 MP, 4 MP, 3 MP, 1080p, 1.3 MP, 720p, D1, CIF,
Maximum Incoming Bandwidth	200 Mbps
Bit Rate	16 Kbps to 20 Mbps per channel
Record Mode	Manual, Schedule (Regular, Continuous), Motion Detection (Video Detection, Motion Detection, Tampering, Video Loss), Stop
Record Interval	1 to 120 minutes (default: 60 minutes) Pre-record: 1 to 30 s Post-record: 10 to 300 s

Video Detection and Alarm

Trigger Events	Recording, PTZ, Tour, Alarm Out, Video Push, Email, FTP, Snapshot, Buzzer and Screen Tips
Video Detection	Motion Detection, MD Zones: 396 (22 x 18), Video Loss and Tampering
Alarm Input	Four (4) Channels, Low Level Effective, Green Terminal Interface
Relay Output	Two (2) Channels, NO/NC Programmable, Green Terminal Interface

Playback and Backup

Sync Playback	1/4/8
Search Mode	Time/Date, Alarm, MD and Exact Search (accurate to one second), Smart Search
Playback Function	Play, Pause, Stop, Rewind, Fast Play, Slow Play, Next File, Previous File, Next Camera, Previous Camera, Full Screen, Repeat, Shuffle, Backup Selection, Digital Zoom
Backup Mode	USB Device, Network

Third-party Support

Third-party Support	Dahua, Arecont Vision, AXIS, Bosch, Brickcom, Canon, CP Plus, Dynacolor, Honeywell, Panasonic, Pelco, Samsung, Sanyo, Sony, Videotec, Vivotek, and others

Network

Ethernet	One (1) RJ-45 Port (10/100/1000 Mbps)
PoE	Eight (8) Ports (IEEE802.3af/at)
Network Function	HTTP, HTTPs, TCP/IP, IPv4/IPv6, UPnP, RTSP, UDP, SMTP, NTP, DHCP, DNS, IP Filter, PPPoE, DDNS, FTP, Alarm Server, IP Search (Support for Dahua IP cameras, DVRs, NVS)
Maximum User Access	128 Users
Mobile Operating System	IOS, Android
Interoperability	ONVIF 2.4, CGI Conformant

Storage

Internal HDD	Two (2) SATA III Ports, Up to 10 TB capacity for each HDD
HDD Mode	Single

Auxiliary Interface

USB	One (1) USB 3.0 Port One (1) USB 2.0 Port

Electrical

Power Supply	100 VAC to 240 VAC, 50/60 Hz
Power Consumption	NVR: < 9.6 W, without HDD
Total PoE Budget	25.5 W single port, 130 W total

Environmental

Operating Conditions	-10° C to +55° C (+14° F to +131° F)
Storage Conditions	0° C to +40° C (32° F to 104° F), 0 to 90% RH

Construction

Dimensions	
NVR	1U, 375.0 mm x 281.50 mm x 56.0 mm (14.80 in. x 11.10 in. x 2.20 in.)
NVR with PFH101 Rack Mount Tray	482.60 mm x 281.50 mm x 56.0 mm (19.0 in. x 11.10 in. x 2.20 in)
Net Weight	2.6 kg (5.73 lb), without HDD
Gross Weight	4.0 kg (8.82 lb), without HDD

Certifications

CE	EN55032, EN55024, EN60950-1
Safety	UL 60950-1 CAN/CSA C22.2 No.60950-1
Electromagnetic Compatibility (EMC)	FCC CFR 47 Part 15 Subpart B ANSI C63.4-2014

Camera Support

Smart Motion Detection+	Any channel connected to a Dahua Network camera with Smart Motion Detection+

Intelligence

IVS triggers an alarm and takes a defined action for the following events:

Standard Features	• Tampering with the camera. • Camera loses or changes focus drastically. • Error writing to an onboard Micro SD card. • Error sending or receiving data over the network. • Unauthorized access to the camera.

Premium Features

Motion	An object moves through any part of the scene.
Tripwire	A target crosses a user-defined line.
Intrusion	A target enters or exits a defined perimeter.
Scene Change	A person or object moves the camera to change the scene or covers the camera to obscure the scene.
Abandoned/Missing Object	A target leaves an object in designated area, or a target removes an object from the same designated area.

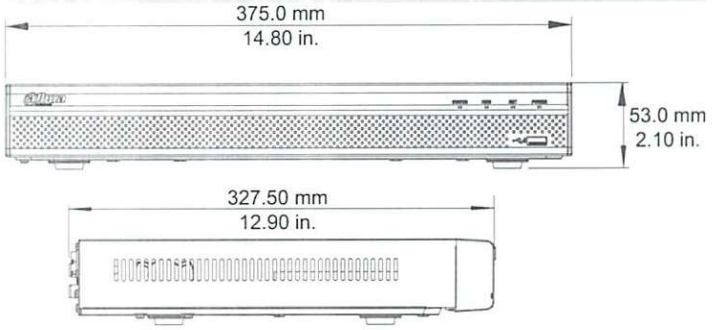
Advanced Features (records data from IP cameras with Advanced Features)

Facial Detection	Detects and captures a snapshot of a human face in a defined area within a scene.
People Counting	Measure the number of customers, visitors or passengers in a surveillance scene.
Heat Map	Generates a visual representation of data.

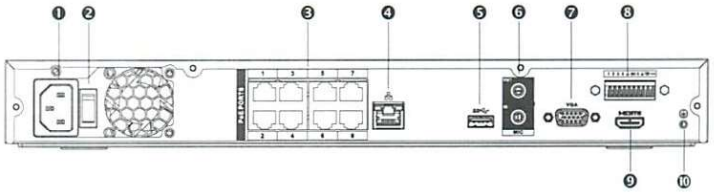
Ordering Information

Type	Part Number	Description
8-channel NVR	N42B2P	8-channel 1U 8 PoE 4K H.265, No HDD Lite Network Video Recorder
	N42B2P1	8-channel 1U 8 PoE 4K H.265, 1 TB HDD Lite Network Video Recorder
	N42B2P2	8-channel 1U 8 PoE 4K H.265, 2 TB HDD Lite Network Video Recorder
	N42B2P3	8-channel 1U 8 PoE 4K H.265, 3 TB HDD Lite Network Video Recorder
	N42B2P4	8-channel 1U 8 PoE 4K H.265, 4 TB HDD Lite Network Video Recorder
	N42B2P6	8-channel 1U 8 PoE 4K H.265, 6 TB HDD Lite Network Video Recorder
Accessory, optional	PFH101	Rack Mount Tray 482.60 mm x 281.20 mm x 43.7 mm (19.0 in. x 11.07 in. x 1.72 in.)

Dimensions (mm/in.)



Rear Panel



1	Power Input	6	Audio Input/Output
2	On/Off Button	7	VGA Output
3	PoE Ports (x8)	8	Alarm Input/Output
4	Ethernet Port (1000 Mbps)	9	HDMI Output
5	USB 2.0 Port	10	Ground

1. The recorder SMD+ functions are available only when connected to a Dahua network camera with SMD+ functionality. Pair a Smart Motion Detection+ camera with a Dahua recording device that also offers SMD+ functionality to take advantage of SMD+ alarm filtering and object classification when searching and playing back recorded video.

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5MP Enhanced Starlight Network Dome Camera

True Wide Dynamic Network Camera with Smart Motion Detection+



- 1/2.7 in. 5MP Progress-scan CMOS Sensor
- Triple-stream Encoding
- AI Coding, Smart H.265+ and Smart H.264+ Dual Codec
- 5MP (2960 x 1668) at 30 fps, 2.8 mm Fixed Lens
- Enhanced Starlight Technology for Low-light Applications
- Analytics+ Function: Perimeter Protection, Smart Motion Detection+
- True Wide Dynamic Range (120 dB), Day/Night IR Cut Filter
- Maximum IR LED Distance of 50 m (164.04 ft)
- Built-in Microphone
- AI Scene Self-adaptation (AI SSA)
- ArcticPro Series Camera - Operational Down to -40 °C (-40 °F)
- Standard PoE
- IP67 Ingress Protection, IK10 Vandal Protection
- Five-year Warranty*

WizSense

ArcticPro

WizSense Series devices combine Dahua's powerful Analytics+ with an intuitive and easy to use interface. WizSense devices offer Smart Motion Detection+ and Perimeter Protection functions that focus on human and vehicular images and ignore irrelevant images to capture important video while reducing false alarms. WizSense Series devices provide powerful general security for small to medium size businesses at a sensible price.

System Overview

The Dahua 5MP Enhanced Starlight Network Dome Camera is ideal for a host of diverse applications. The camera has Enhanced Starlight, True Wide Dynamic Range, and IR illumination to allow the camera to operate in any lighting condition.

Functions

Perimeter Protection

Dahua Analytics+ includes Tripwire and Intrusion functions that offer custom tripwires based on object type for automation in limited access areas. Perimeter Protection requires fewer pixels to detect an object to deliver improved accuracy and decreased false alarms due to lights, weather, trees, or animals.

Smart Motion Detection+

Smart Motion Detection+, a component of Dahua's Analytics+ technology, improves alarm accuracy and decreases the number of false alarms. The advanced SMD+ algorithm analyzes a scene for human or vehicle motion, while filtering out other motion due to trees, leaves, animals, weather, and triggers an alarm when detected.

AI Scene Self-adaptation (AI SSA)

AI SSA (AI Scene Self-adaptation) adopts deep learning algorithms to detect environmental conditions, such as rain, fog, backlight, low light and flicker, to adjust the parameters of the image to suit the conditions, ensuring that clear images are always produced. No manual adjustments are required during initial setup or when scenes change such during as daylight savings when AI SSA is enabled.

Enhanced Starlight Technology

For challenging low-light applications, Dahua's Starlight Ultra-low Light Technology offers best-in-class light sensitivity, capturing color details in lighting as low as 0.005 lux. The camera uses a set of optical features to balance light throughout the scene, resulting in clear images in dark environment.

Smart H.265+

Smart H.265+ is the optimized implementation of the H.265 codec that uses a scene-adaptive encoding strategy, dynamic GOP, dynamic ROI, flexible multi-frame reference structure and intelligent noise reduction to deliver high-quality video without straining the network. Smart H.265+ technology reduces bit rate and storage requirements by up to 70% when compared to standard H.265 video compression.

Cybersecurity

Dahua network cameras are equipped with a series of key cybersecurity technologies including: security authentication and authorization, access control, trusted protection, encrypted transmission, and encrypted storage. These technologies improve the camera's ability to prevent malicious access and to protect data.

ArcticPro

The Dahua ArcticPro Series of extreme-environment cameras combine temperature-tolerant components with a waterproof enclosure to ensure flawless operation in temperatures as low as –40° C (–40° F) without the need for an internal heater. The lack of a heater reduces the camera's power consumption and saves operating costs. For applications that demand high-resolution video with advanced features in extremely cold environments, the Dahua ArcticPro Series offers a camera to satisfy the most demanding requirements.

Environmental

Subjected to rigorous dust and water immersion tests and certified to the IP67 Ingress Protection rating makes it suitable for demanding outdoor applications. The camera offers a wide voltage range, with a 30% input voltage tolerance, suitable for external applications with unstable power sources.

*Warranty applies to products sold through an authorized Dahua Dealer.

Technical Specification

Camera

Image Sensor	1/2.7-in. 5MP CMOS
Effective Pixels	2960 (H) x 1668 (V)
RAM/ROM	512 MB/128 MB
Scanning System	Progressive
Electronic Shutter Speed	1/3 s to 1/100,000 s
Minimum Illumination	Color: 0.005 lux at F1.4 B/W: 0.0005lux at F1.4 0 lux at F1.4(IR on)
S/N Ratio	> 56 dB
IR Distance	Up to 50.0 m (164.04 ft)
IR On/Off Control	Auto, Manual
IR LEDs	Three (3)

Lens

Lens Type	Fixed Focal
Iris Type	Fixed Aperture
Mount Type	M12
Focal Length	2.8 mm
Maximum Aperture	F1.6
Angle of View	Horizontal: 111° Vertical: 58° Diagonal: 132°
Close Focus Distance	1.1 m (3.61 ft)

DORI Distance[1]	Detect	Observe	Recognize	Identify
	63.6 m (208.66 ft)	25.40 m (83.33 ft)	12.70 m (41.67 ft)	6.40 m (21.00 ft)

Installation Angle

Range	Pan: 0° to 355° Tilt: 0° to 75° Rotation: 0° to 355°

Video

Compression		AI Coding, Smart H.265+, H.265, Smart H.264+, H.264, H.264B, H.264H, MJPEG (Sub Stream only)
Streaming Capability		Three (3) Streams
Resolution		5MP (2960 x 1668),4MP (2688 x 1520), 3MP (2304 x 1296), 1080p (1920 x 1080), 1.3MP (1280 x 960), 720p (1280 x 720), D1 (704 x 480),VGA (640 x 480), CIF (352 x 240)
Frame Rate	Main Stream	5MP (2960 x 1668) at 20 fps
	Sub Stream 1	D1 (704 x 480) at 30 fps
	Sub Stream 2	1080p (1920 x 1080) at 30 fps
Bit Rate Control		CBR/VBR
Bit Rate		H.264: 3 Kbps to 8192 Kbps H.265: 3 Kbps to 8192 Kbps
BLC Mode		BLC, HLC, True WDR (120 dB), SSA
White Balance		Auto, Natural, Street Lamp, Outdoor, Manual, Regional Custom
Gain Control		Auto, Gain Priority, Shutter Priority, Manual
Noise Reduction		3D DNR
Motion Detection		Off, On (4 Zones, Rectangular)
Image Rotation		0°, 90°, 180°, 270°
Mirror		Off, On
Privacy Masking		Off, On (4 Areas, Rectangular)
Advanced Features		Smart IR, Smart-scene Adaptive (SSA), AFSA, AI SSA, Defog

Audio

Built-in Microphone	Yes
Compression	G.711a, G.711Mu, G.726, PCM, G.723, AAC

Network

Ethernet	RJ-45 (10/100 Base-T)
Protocol	IPv4, IPv6, HTTP, HTTPS, TCP, UDP, ARP, RTP, RTSP, RTCP, RTMP, SMTP, FTP, SFTP, DHCP, DNS, DDNS, QoS, UPnP, NTP, Multicast, ICMP, IGMP, NFS, PPPoE, 802.1x, SNMP
Interoperability	ONVIF (Profile S, G and T), CGI, P2P
Auto Register	Support
Streaming Method	Unicast/Multicast
Maximum User Access	20 Users (Max. Bandwidth: 64 Mbps)
Edge Storage	Network Attached Storage (NAS), FTP, SFTP, SD Card Slot (Max. 256 GB)
Web Viewer	Microsoft Edge, Chrome
Management Software	DSS, DMSS
Mobile Operating System	iOS, Android
Cybersecurity	Video Encryption, Firmware Encryption, Configuration Encryption, Digest, WSSE, Account Lockout, Security Logs, IP/MAC Filtering, Generating and Importing X.509 Certification, Syslog, HTTPS, 802.1x, Trusted Boot, Trusted Execution, Trusted Upgrade

Certifications

Safety	UL62368-1 CAN/CSA C22.2 No. 62368-1-14
Electromagnetic Compatibility (EMC)	47 CFR FCC Part 15, Subpart B

Interface

Audio	Input: One (1) Channel, RCA Output: One (1) Channel, RCA
Alarm	Input: One (1) Channel (5 mA, 3 to 5 VDC) Output: One (1) Channel (300 mA, 12 VDC)

Electrical

Power Supply	12 VDC or PoE (IEEE 802.3af)
Power Consumption	Basic: 4 W (12 VDC), 4.9 W (PoE) Max. (WDR + IR intensity + Intelligence): 8.5 W (12 VDC), 9.7 W (PoE)

Environmental

Operating Conditions	–40° C to +60° C (–40° F to +140° F), Less than 95% RH
Storage Conditions	–40° C to +60° C (–40° F to +140° F)
Ingress Protection	IP67
Vandal Resistance	IK10

Environmental

Casing	Metal
Dimensions	111.7 mm x 89.1 mm (4.40 in. x 3.51 in.)
Net Weight	0.516 kg (1.14 lb)
Gross Weight	0.670 kg (1.48 lb)

Analytics+ Functions

Perimeter Protection	• Detects human or vehicle violations using the following methods: **Tripwire**: a target crosses a defined line. **Intrusion**: a target enters or exits a defined perimeter. • Monitors a combination of 10 detection methods. • Search and retrieve video based on target type.
Smart Motion Detection+[2]	• Differentiates between and classifies human and vehicle objects. • Filters false alarms due to leaves, lights, animals, and other inconsequential objects. • Extracts human or vehicle objects from recorded video for quick target search and retrieval.

Intelligent Video System Functions

IVS triggers an alarm and takes a defined action for the following events:

Standard Features	• Tampering with the camera. • Error writing to an onboard Micro SD card. • Error sending or receiving data over the network. • Unauthorized access to the camera. • IP Address Conflict
Premium Features	
Motion	An object moves through any part of the scene.
Scene Change	A person or object moves the camera to change the scene or covers the camera to obscure the scene.

Ordering Information

Type	Part Number	Description
Camera	N53CL62	5MP Enhanced Starlight Network Dome Camera with Smart Motion Detection
Accessories (Optional)	DH-PFA109	Mount Adapter
	PFA136	Junction Box
	PFA151	Corner Mount
	PFA152-E	Pole Mount
	DH-PFA200G	Gang Box Adapter
	PFA200W	Sun/Rain Shield
	PFB203W	Wall Mount
	PFB220C	Ceiling Mount
	PFB305W	Wall Mount
	DH-PFB206W	Wall Mount with Integrated Junction Box
	PFA150	Pole Mount
	DH-PFM321D-US	12 VDC, 1 A Power Adapter
	PC-H45-D84.8	Polycarbonate Smoke Tinted Bubble

Accessories

Optional:

DH-PFA109
Mount Adapter



PFA136
Junction Box

PFA151
Corner Mount



PFA152-E
Pole Mount

DH-PFA200G
Gang Box Adapter



PFA200W
Sun/Rain Shield



PFB203W
Wall Mount



PFB220C
Ceiling Mount

PFB305W
Wall Mount



DH-PFB206W
Wall Mount with
Integrated Junction Box



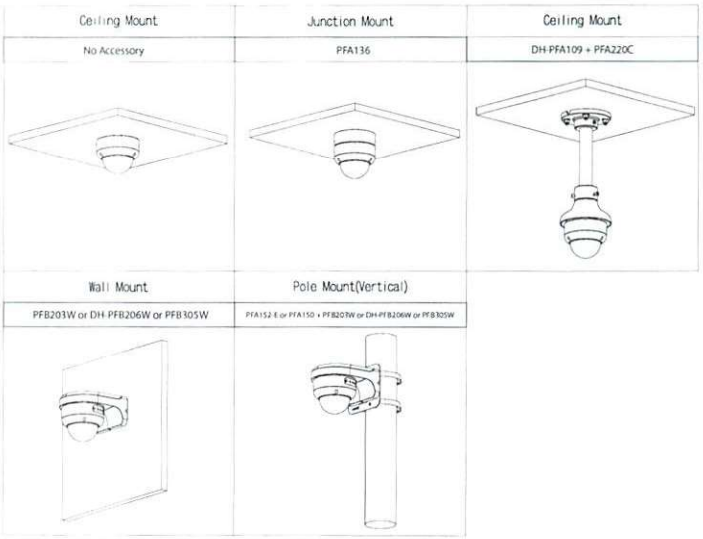
PFA150
Pole Mount



DH-PFM321D-US
12 VDC, 1 A Power Adapter

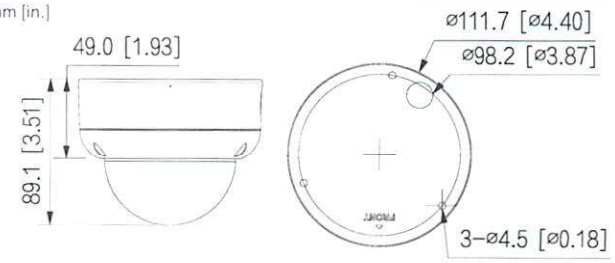


PC-H45-D84.8
Polycarbonate Smoke
Tinted Bubble



Dimensions

mm [in.]



1. The DORI distance is a measure of the general proximity for a specific classification to help pinpoint the right camera for your needs. The DORI distance is calculated based on sensor specifications and lab test results according to EN 62676-4, the standard that defines the criteria for the Detect, Observe, Recognize and Identify classifications.
2. Pair a Smart Motion Detection+ camera with a Dahua recording device that also offers SMD+ functionality to take advantage of SMD+ alarm filtering and object classification when searching and playing back recorded video.

Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: January 21, 2025

Item: Public Highway At-Grade Crossing Agreement with the Union Pacific Railroad Company Regarding Improvements near the Intersection of Main Street and Commons Drive

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute the Public Highway At-Grade Crossing Agreement with the Union Pacific Railroad Company and provide payment to the Union Pacific Railroad Company in the amount of $17,215.00 related to the Improvements near the Intersection of Main Street and Commons Drive, 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 P. Magnuson, P.E., Director of Public Works and Engineering

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Background:

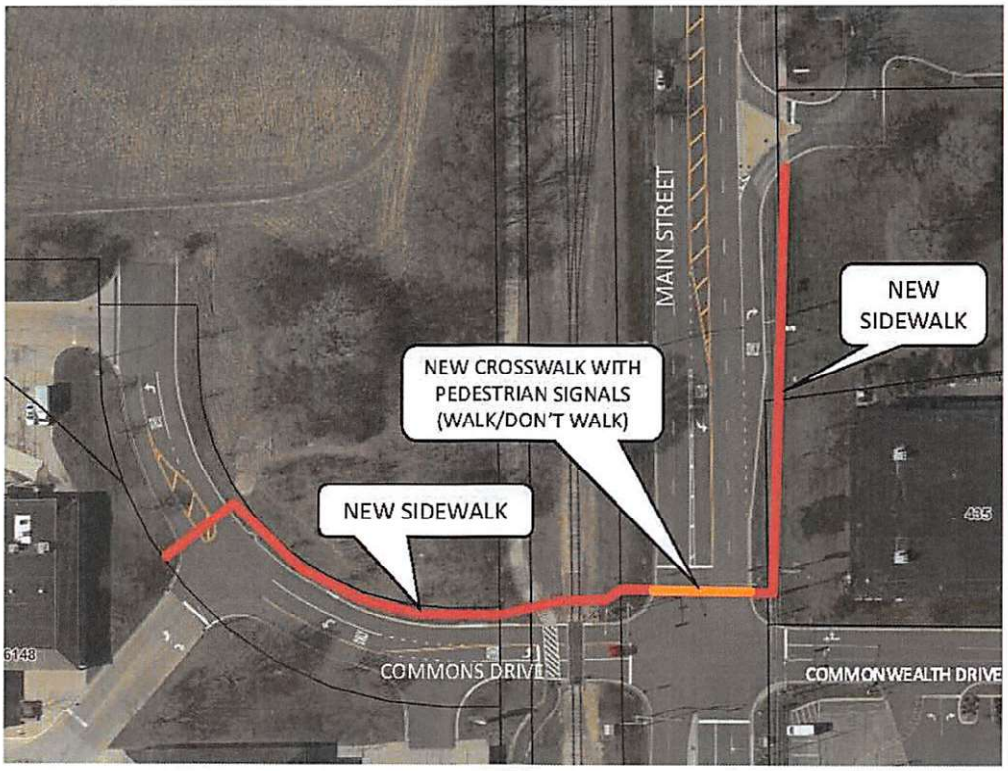
The City was awarded an Illinois Transportation Enhancement Program (ITEP) federal grant for the Pedestrian Connections to the Regional Prairie Trail project that eliminates several sidewalk gaps for residents and pedestrians to access the regional Prairie Trail, portions of the US Route 14 commercial corridor, the downtown, both Metra stations, the post office and destinations along Virginia Road. Specifically the following locations will be improved (also see map):

1. Main Street and Commons Drive: Upgrade existing traffic signal to accommodate pedestrians, add new sidewalk along the east side of Main Street from Commonwealth Drive to the existing sidewalk to the north, and add new sidewalk on Commons Drive to access the Shopping Center; and
2. Fill in sidewalk gaps along the south side of Congress Parkway just east of Commonwealth Drive; and



3. Fill in sidewalk gaps along the north side of Virginia Road from US Route 14 to Berkshire Drive and upgrade the existing sidewalk to meet ADA requirements along the south side of Virginia Road from US Route 14 to Berkshire Drive.

In order to construct the new sidewalk along the north side of Commons Drive from Main Street to the existing driveway, work is required at the existing railroad crossing. The Union Pacific Railroad Company (Railroad) requires a Public At-Grade Crossing Agreement be executed with the City for the existing railroad crossing. The agreement outlines the construction and maintenance responsibilities of the City and Railroad. The City will have maintenance responsibilities of the new sidewalk. The proposed Commons Drive intersection work is shown below.



The railroad will perform the work within their right-of-way with the City being responsible for the actual costs of the work after it has been completed. The Railroad completed an estimate of cost for the work, which is $17,215.00. Construction of the entire project (all locations) will take place in 2025.

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

Votes Required to Pass:
Simple majority

RESOLUTION

WHEREAS, the CITY OF CRYSTAL LAKE has identified the need to improve pedestrian connections to the Prairie Trail which links the US Route 14 Corridor, the Downtown, Post Office and Metra Stations; and

WHEREAS, these improvements will consist of eliminating gaps in the existing sidewalk system along with traffic signal improvements to aid pedestrians; and

WHEREAS, in order to install the new sidewalk along the north side of Commons Drive, work must occur within the Union Pacific Railroad right-of-way; and

WHEREAS, a Public Highway At-Grade Crossing Agreement between the City of Crystal Lake and the Union Pacific Railroad Company is needed in order to install the sidewalk within the Union Pacific Railroad right-of-way (Improvements).

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 Public Highway At-Grade Crossing Agreement between the City of Crystal Lake and the Union Pacific Railroad Company Regarding Improvements.

BE IT FURTHER RESOLVED that the City Manager is authorized to provide payment to the Union Pacific Railroad Company in the amount of $17,215.00, for construction and construction oversight of the Improvements; 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.

Draft

DATED this 21st day of January, 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: January 21, 2025
APPROVED: January 21, 2025

Draft

UP Real Estate Project No.: 0776817

PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

Crystal Lake Avenue
DOT 174383K
MP 57.36 – Crystal Lake Industrial Lead
Crystal Lake, McHenry County, Illinois

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 2025 ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and City of Crystal Lake, a municipal corporation or political subdivision of the State of Illinois to be addressed at 100 West Woodstock St. Crystal Lake, IL, 60014 ("Political Body").

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RECITALS:

By instrument dated May 15, 1989, the Chicago and North Western Transportation Company granted the Political Body an easement covering the construction and maintenance of an at grade public road crossing over Crystal Lake Avenue, DOT Number 174383K at Railroad's Milepost 57.36 on the Crystal Lake Industrial Lead at or near Crystal Lake, McHenry County, Illinois (the "Original Agreement").

The Railroad named herein is successor in interest to the Chicago and North Western Transportation Company.

The Political Body now desires to undertake a project for the addition of a sidewalk ("Sidewalk") on the north side of the road crossing that was constructed under the Original Agreement (the "Project"). The road crossing, as reconstructed and widened to accommodate the Sidewalk pursuant to the Project shall hereinafter be referred as the "Roadway".

The parties agree that the right of way right granted by the Chicago and North Western Transportation Company to the Political Body under the terms of the Original Agreement, in addition to the rights conveyed to the Political Body pursuant to this Agreement, are sufficient to allow for the reconstruction and widening of the Roadway to include the installation and maintenance of the Sidewalk, and such right of way is hereinafter referred to as the "Crossing Area." The Roadway, Crossing Area and the proposed Sidewalk are depicted in **Exhibit A**, attached hereto and made a part hereof.

The Railroad and the Political Body are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. EXHIBIT B

The general terms and conditions marked **Exhibit B**, are attached hereto and hereby made a part hereof. In the event of any conflict between **Exhibit B** and 625 ILCS 5/18c-7401 or Ill. Admin. Code tit. 92, Section 1535.203, 1535.204, 1535.206 and 1535.208, the terms and provisions of 625 ILCS 5/18c-7401 and Ill. Admin. Code tit. 92, Section 1535.203, 1535.204, 1535.206 and 1535.208 shall control.

Section 2. RAILROAD GRANTS RIGHT

For and in consideration of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Roadway for purposes of Project, including the installation, repair and maintenance of the Sidewalk over and across the Crossing Area.

Section 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

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Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the Political Body shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UP Project No. 0776817

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

Section 5. FEDERAL AID POLICY GUIDE

If the Political Body will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS

A. The work to be performed by the Railroad, at the Political Body's sole cost and expense, is described in the Railroad's Material and Force Account Estimate dated August 1, 2024, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is Seventeen Thousand Two-Hundred Fifteen Dollars ($17,215.00).

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. The Political Body acknowledges that the Estimate does not include any estimate of flagging or other protective service costs that are to be paid by the Political Body or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad

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are to be paid by the Political Body or the Contractor as determined by the Railroad and the Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the Political Body during the Project and final billing to the Political Body within three hundred sixty-five (365) days after receiving written notice from the Political Body that all Project work affecting the Railroad's property has been completed and the Project Manager has closed the Project work order and notified the Political Body.

E. The Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

Section 8. PLANS

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.
The Railroad's review and approval of the Plans will in no way relieve the Political Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk

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Section 9. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

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Section 10. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

Section 11. CONDITIONS TO BE MET BEFORE POLITICAL BODY CAN COMMENCE WORK

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

(i) The Railroad and Political Body have executed this Agreement.

(ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.

(iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.

(iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contactor's Right of Entry Agreement.

Section 12. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 13. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

Section 14. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad, and (ii) the Political Body shall not delegate any ARRA reporting

Draft

responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 11 of **Exhibit B** of this Agreement.

Section 15. SUPPLEMENT TO THE ORIGINAL AGREEMENT

Upon the completion of the Roadway, to the extent the terms of this Agreement directly conflict with the Original Agreement, the terms and conditions of this Agreement shall govern the use, maintenance and repair of the Roadway.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By:_____
Printed Name: _____
Title:_____

CITY OF CRYSTAL LAKE

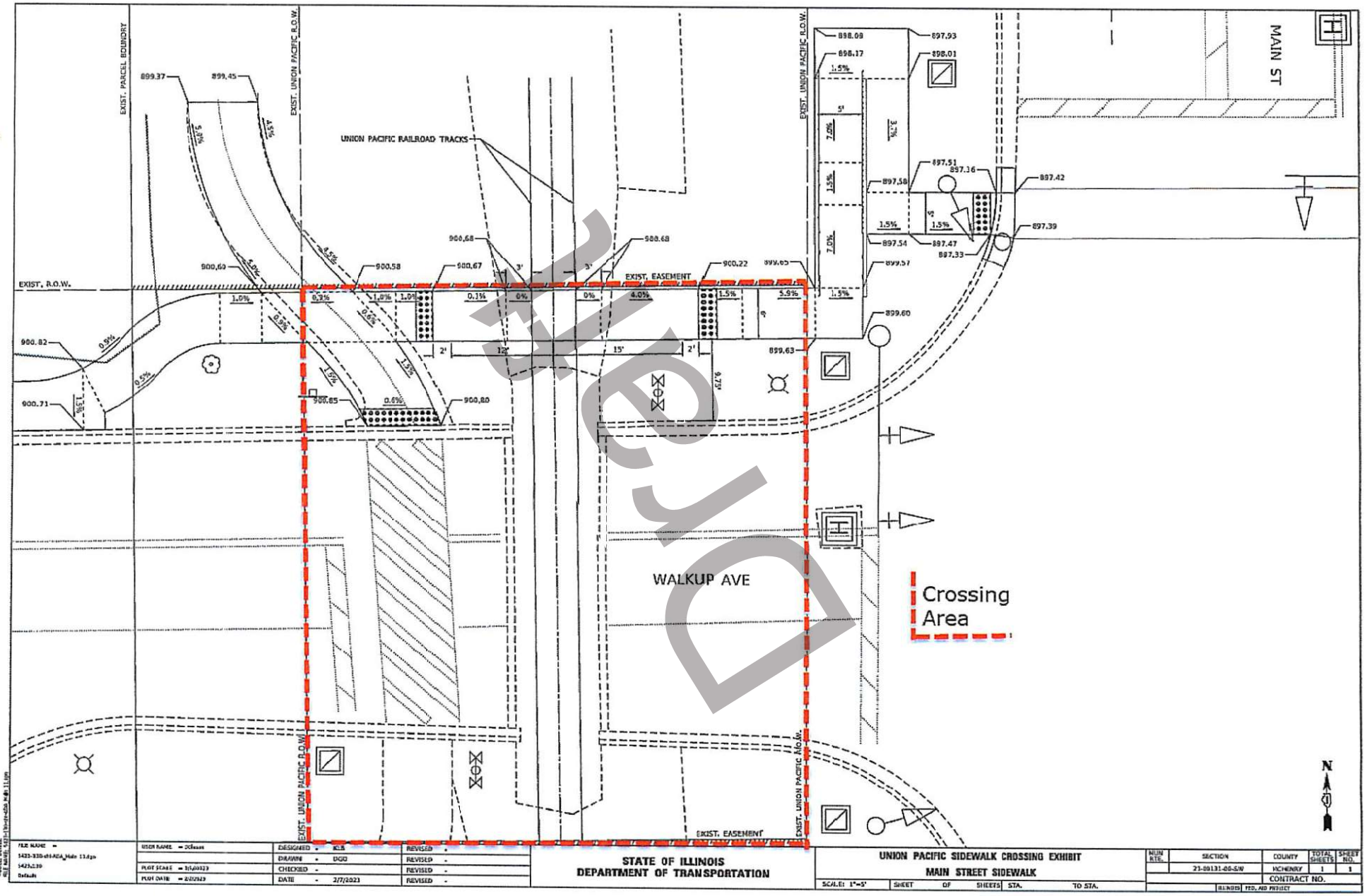
By:_____
Printed Name:_____
Title: _____

Draft

EXHIBIT A
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

Exhibit A will be a print showing the Crossing Area (see Recitals)

Draft



VOID

GEWALT HAMILTON ASSOCIATES, INC.

USER NAME = jcleaver	DESIGNED - KLS	REVISED -
	DRAWN - DGD	REVISED -
PLOT SCALE = 1.0000 '/ INCH	CHECKED -	REVISED -
PLOT DATE = 2/7/2023	DATE - 2/7/2023	REVISED -

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

UNION PACIFIC SIDEWALK CROSSING EXHIBIT
MAIN STREET SIDEWALK

SCALE: 1"=5' | SHEET OF SHEETS | STA. | TO STA.

MUN RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
	23-00131-00-SW	MCHENRY	1	1
		CONTRACT NO.		
	ILLINOIS FED. AID PROJECT			

EXHIBIT B
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

SECTION 1. CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

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F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2. CONSTRUCTION OF ROADWAY

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

SECTION 3. INJURY AND DAMAGE TO PROPERTY

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the

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Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

SECTION 5. MAINTENANCE AND REPAIRS

A. The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by the Railroad at the Political Body's expense.

B. If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timber planking, the Railroad, at the Political Body's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the Political Body shall bear the expense of such repairs or replacement.

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SECTION 6. CHANGES IN GRADE

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Political Body shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

SECTION 7. REARRANGEMENT OF WARNING DEVICES

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the

same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions**. All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body**. If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging**.

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for

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vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

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D. **Compliance With Laws**. The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays**. The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision**. The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work**. If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris**. The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives**. The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

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J. **Excavation**. The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage**. The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice**. Before commencing any work, the Political Body shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables**. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 9. INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

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SECTION 10. OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 11. BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

SECTION 12. REMEDIES FOR BREACH OR NONUSE

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 13. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

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EXHIBIT C
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

Exhibit C (if applicable) will be Railroad's Material and Force Agreement Estimate.

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EXHIBIT C

ESTIMATE OF FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD COMPANY

DESCRIPTION OF WORK: Engineering and other related services for work to be performed within railroad right of way. This includes railroad project and construction management during construction activities in railroad right of way. All necessary railroad services will be billed at actual cost.

DATE:
8/1/2024

LOCATION: Crystal Lake, IL | **SUBDIVISION** | **STATE:**

DOT- 174383K | **MP 57.36 Crystal Lake Ind Ld** | **IL**

DESCRIPTION	LABOR	MATERIAL	UP %0	Agency % 100	TOTAL
ENGINEERING					
Project Management	$ 7,500	$ -	$ -	$ 7,500.00	**$ 7,500**
Crossing Material and Labor	$ 7,215	$ -	$ -	$ 7,215.00	**$ 7,215**
Construction Management	$ -	$ -	$ -	$ -	**$ -**
Final Inspection	$ 2,500	$ -	$ -	$ 2,500.00	**$ 2,500**
	$ -	$ -	$ -	$ -	
TOTAL PROJECT:	**$ 17,215**	**$ -**	**$ -**	**$ 17,215.00**	**$17,215**

TOTAL ESTIMATED COST: **$17,215**

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, THE RAILROAD WILL BILL FOR ACTUAL COSTS AT THE CURRENT RATES EFFECTIVE THEREOF.

Flagging may be performed by a third-party contractor. Any flagging performed by a third-party contractor will be billed at said third-party contractor rate not included in the above estimate. Alternatively, the Agency may enter into a separate agreement with third-party contractor and will be responsible for all actual costs incurred.

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EXHIBIT D
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the_____day of_____, 20_____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by_____to perform work relating to_____(the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____on Railroad's_____[Subdivision or Branch] [at or near DOT No. _____located at or near_____, in_____County, State of_____, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated_____between Railroad and_____.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representatives named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

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ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVES.

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representatives or their duly authorized representative (the "Railroad Representatives"):

MTM: _____ PM: _____

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until_____, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

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E. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company
_____
[Insert mailing address]
_____
_____
Attn:_____
Project No. 0776817

ARTICLE 8 - PRECONSTRUCTION MEETING.

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.) Union Pacific's Third Party Flagging Policy at the link provided here: www.up.com/flagging

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad One Thousand Twenty Five Dollars ($1,025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS: COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

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IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Title: _____

_____
(Name of Contractor)

By: _____

Name: _____

Title: _____

Phone: _____

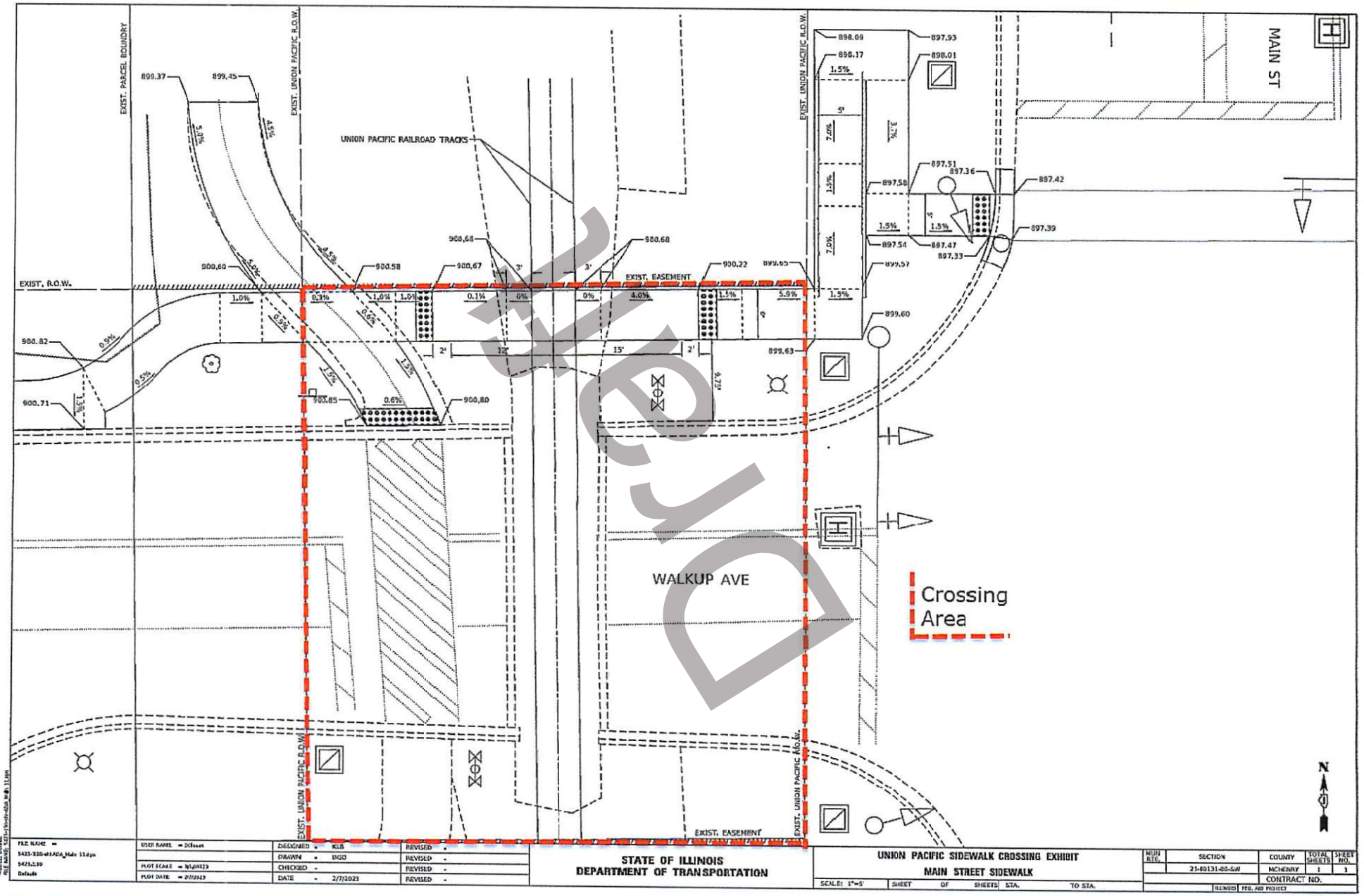
E-Mail: _____

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EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.

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EXIST. PARCEL BOUNDRY
EXIST. UNION PACIFIC R.O.W.
UNION PACIFIC RAILROAD TRACKS
EXIST. R.O.W.
EXIST. EASEMENT
MAIN ST
WALKUP AVE
Crossing Area
899.37
899.45
900.60
900.58
900.67
900.68
900.22
898.68
898.17
897.93
898.01
897.51
897.36
897.42
897.58
897.54
897.47
897.33
897.39
899.60
899.63
900.82
900.71
900.85
900.80
EXIST. UNION PACIFIC R.O.W.
EXIST. EASEMENT
N
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
UNION PACIFIC SIDEWALK CROSSING EXHIBIT
MAIN STREET SIDEWALK
SCALE: 1"=5'
SECTION 23-80131-00-SW
COUNTY MCHENRY
TOTAL SHEETS 1
SHEET NO. 1
CONTRACT NO.
DESIGNED - KLS
DRAWN - DGD
CHECKED -
DATE - 2/7/2023
REVISED -
GEWALT HAMILTON ASSOCIATES, INC.

FIELD

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

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D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is

paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

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

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least twenty-five (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

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Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall visit www.up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

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Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor

determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf

B. All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Property Access Training" and be registered prior to working on Railroad property. This training is available at www.up.com/up-pat. This training is required to be completed annually.

C. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

D. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

E. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8.

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CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

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EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Requirements For
Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than $5,000,000 each occurrence and an aggregate limit of not less than $10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

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

- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

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

D. **Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than $2,000,000 per occurrence

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and an aggregate of $6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

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

F. **Pollution Liability** insurance. Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least $5,000,000 per occurrence and an aggregate limit of $10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

Other Requirements

G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.

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

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

J. Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

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K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

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Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: January 21, 2025

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. Obenauf Auction Service, Inc. does not charge the City a commission for items sold. Rather, Obenauf Auction Service, Inc. assesses a charge of 13% of the winning bid total to the purchaser.
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 pickup truck and mini-dump truck, both with associated ancillary equipment, 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/Miles	Vehicle Type	Ancillary Equipment
2010	Ford	F350	1FDWF3HY0AEA08863	4,564 hrs / 36,507 mi	Mini-Dump Truck	Snow plow, tailgate mounted salt spreader
2014	Ford	F350	1FTRF3B66EEA80150	3,754 hrs / 38,413 mi	Pickup Truck	Snow plow, lift gate

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 Auction Service, Inc.

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".

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Table "A" of Surplus Equipment

Year	Make	Model	Serial Number	Hours/Miles	Vehicle Type	Ancillary Equipment
2010	Ford	F350	1FDWF3HY0AEA08863	4,564 hrs / 36,507 mi	Mini-Dump Truck	Snow plow, tailgate mounted salt spreader
2014	Ford	F350	1FTRF3B66EEA80150	3,754 hrs / 38,413 mi	Pickup Truck	Snow plow, lift gate

DATED this 21st day of January, 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL
ATTEST

_____
CITY CLERK

PASSED: January 21, 2025
APPROVED: January 21, 2025

Draft

Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: January 21, 2025

Item: Vehicle Equipment Upfit – Sourcewell Contract #032824-NAF, for the aftermarket equipment upfit of one (1) 2024 Ford F550 Cab & Chassis at a total cost of $111,876.00

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute an agreement with EJ Equipment, Inc., in Manteno, IL, for the aftermarket equipment upfit of one (1) 2024 Ford F550 Cab & Chassis in the total amount of $111,876.00 using Sourcewell Purchasing Cooperative contract #032824-NAF, 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, Director of Public Works & Engineering

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Background:

On November 21, 2023, the City Council adopted Resolution 23R-126 authorizing the purchase of a 2024 Ford F550 Cab & Chassis to be used by the Public Works Department Wastewater Division. The vehicle authorized for purchase by the resolution has arrived and now needs to be outfitted with aftermarket equipment related to its intended function within the Public Works Wastewater Division. The outfitted items include:

- 6,500 lb. crane
- Service body
- Tool storage
- Water tank with washdown pump
- Emergency and work lighting
- 2000-watt inverter

To upfit the vehicle with the needed equipment and fulfill the City's procurement requirements, the Public Works Department is proposing to use pricing from Sourcewell contract #032824-NAF. Sourcewell is a purchasing cooperative with which the City Council has previously authorized participation.

Staff contacted regional vendors and researched aftermarket equipment and is recommending the contract pricing provided by the National Auto Fleet Group, of which Maintainer Corporation (which supplies the equipment for installation) is a member, through the Sourcewell contract #032824-NAF as the most advantageous to the City. EJ Equipment, Inc. is the local service provider for Maintainer Corporation equipment installations. This contract will provide the City with an overall discount of $8,750.00 (7.25%) on the MSRP of the necessary equipment to upfit the vehicle. The pricing provide through this Sourcewell contract was negotiated as part of an RFP that was advertised and reviewed by Sourcewell. There are limited vendors that can provide upfitting services for the equipment required by the City, specifically the utility crane which is a critical piece of equipment used in pulling and installing pumps at the City's 28 wastewater pumping stations. One vendor from whom pricing was solicited declined to install equipment on a vehicle that was not purchased through their business. Additionally, another provider of upfit equipment would only provide a crane that was previously installed on a City vehicle that did not meet expectations for quality and incurred high maintenance costs.

As members of Sourcewell, the City can take advantage of the contracts leveraged by the cooperative members' combined purchasing power, which reduces costs. Participation in this cooperative was authorized by Resolution 17R-98.

Recommendation:

The Public Works Department recommends entering into an agreement with EJ Equipment, Inc., using Sourcewell contract #032824-NAF, for the aftermarket equipment upfit one (1) 2024 Ford F550 Cab & Chassis for a total of $111,876.00.

Votes Required to Pass:

Simple Majority

RESOLUTION

WHEREAS the City has taken delivery of (1) 2024 Ford F550 Cab & Chassis which now requires the installation of aftermarket equipment related to the intended function of the vehicle within Pubic Works; and

WHEREAS the City utilizes purchasing cooperatives and joint bids to combine purchasing power with other government agencies to reduce costs; and

WHEREAS the City Council has authorized participation in the Sourcewell cooperative; and

WHEREAS contract #032824-NAF, provided through Sourcewell, offers pricing for the installation of the needed aftermarket equipment for vehicle purchased by the Public Works Department.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute an agreement between the CITY OF CRYSTAL LAKE and EJ Equipment, Inc. for the aftermarket equipment upfit of one (1) new 2024 Ford F550 Cab & Chassis in the amount of $111,876.00; 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 21st day of January, 2025.

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: January 21, 2025
APPROVED: January 21, 2025

Draft

E J EQUIPMENT, INC.
PO Box 665 • 6949 N. 3000 E. Rd.
Manteno, IL 60950
PH: (815) 468-0250 • Fax: (815) 468-8055
www.ejequipment.com

EQUIPMENT
Sales • Service • Parts

Ship To: IN STORE PICKUP

Branch		
01 - CENTRAL		
Date	Time	Page
12/09/2024	12:12:20 (O)	1
Account No.	Phone No.	Estimate No.
CRYST001	8154592020	Q05571
Ship Via	Purchase Order	
Tax ID Number		
BRIAN CLODI	Salesperson	S27 / S27

Invoice To: CITY OF CRYSTAL LAKE
100 W WOODSTOCK STREET
CRYSTAL LAKE IL 60014

Attention: TIM SPENCER

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description	** Q U O T E **	QUOTE VALID: 12/20/2024	Amount
SOURCEWELL CONTRACT 032824-NAF			120626.00
|			
MAINTAINER H6520ST-1-84 SERVICE BODY WITH CRANE			
MOUNTED ON CUSTOMER PROVIDED FORD F550 CHASSIS			
PLEASE SEE ATTACHED BUILD SHEET FOR EQUIPMENT SPECS			
	Miscellaneous Charges/Credits		
	==========		
SOURCEWELL DISCOUNT	Qty: 1 Price:	8750.00	8750.00-
		Subtotal:	111876.00
Authorization: _____		Quote Total:	111876.00

X _____
Received By

EQUIPMENT

---Service Body---

Body Type: H6520ST-1-84

Cost Variance Modifier (CVM), meaning that if high-inflation is incurred from our vendors-suppliers from the time of order to our unit build, we will have no choice but to requote prior to unit production; if multi-orders units are spread-out pricing could vary depending on timing.

Delivery of service body units and lube units (installed on chassis or ship-out body) are to be arranged by either the selling dealer or end use customer; Maintainer does not arrange shipping of complete units

Chassis Disclaimer: All information and quote pricing shown with this proposal is based on a design utilizing the chassis make and model along with the specific features and options with the chassis as noted below. If any changes are made to the chassis type or options, the proposal must be updated as they could change available unit features and options along with quote pricing. Any changes made without updating the quote will spoil this proposal.

Ex-factory delivery: 360-450 days after receipt of order with full order information subject to prior sales and chassis availability.

Config # C41127

The body configuration below is based on these chassis' selections (Chassis is not included): Ford F550 4x2 TorqShift 10-Speed Automatic 84" CA Diesel (Cab Style not specified)

Factory Options Selected: Diesel Motor, Factory Backup Camera, Rear Spring Suspension, Exhaust, Single Fuel Tank

--- Maintainer Body ---

• Base Price of Service Body - 1-Ton, 52" tall compartments. 44" x 21" wheel well opening with skirting, front body bulkhead, body access grab handles, painted safety yellow (locations and number to vary with design).

• (11.083) Feet of Service Body - 1-Ton, 52" tall galvannealed compartments with reinforced floors, clean out drains, 3/16" aluminum doors with automotive door seals, three-point D-ring door latches and gas spring door holders with 12 gauge compartment tops and backs.

• Factory installation of body on a chassis. Note: On 2-ton chassis, we will no longer be modifying the dash for lights or switches. Will use OEM switches where applicable. Any additional Maintainer switches will be on a bracket/panel mounted in separate locations.

• Short tower crane reinforcement for MTS 1- or 2-ton service body (up to 45,100 ft*Lbs.).

• Crane Location: Curb Side

--- Chassis Equipment & Accessories ---

• Spring or spacer leveling package added to one side of chassis suspension (1-Ton).

• Electronic engine speed control - computer set - electronic engine.

• 2.5 lb. ABC fire extinguisher and hazard reflectors.

• Back-up alarm - 97 dB at 1 meter.

• Camera, relocate existing chassis camera to rear of body. Note: Requires factory installed monitor.

• Fuel fill recessed into side rail

--- Hydraulic Power Package ---

• Open Center hydraulic power package with high pressure filter. NOTE: The Open Center hydraulic system allows operation of only a single hydraulic component at a time. Multi-component operation requires a Closed Center system and is not available on some chassis configurations. Contact factory for details.

• Open center hydraulic system pump (Chelsea) includes pressure reducer.

• Oil reservoir - complete, 28 gallons capacity (028013). Composite tank only, excluding oil.

• (28) Standard hydraulic oil (per gallon). Oil good for -25° F startup and 9° F to 187° F operating temperature.

• No Reservoir Heater was Selected.

• PTO for electric-over-hydraulic required on chassis with automatic transmission (Ford F450-F550-F600, F650-F750 & Ram 4500-5500).

--- Welder / Inverter / Jump Start ---

- Inverter-Light Duty-2000W Sensata CSW2012, Pure Sine Wave. NOTE: Wired to chassis batteries. Customer to verify compatibility with electronic items.
- Inverter mounted in front of body.
- Welder / Generator/ Inverter Note: Mount inverter in SS1, to rear side wall

--- Air Compressor Equipment & Accessories ---

- No air compressor was selected.

--- Outriggers & Accessories ---

- Outriggers for cranes up to 45,100 Ft*Lbs. Hydraulic up/down rear outriggers (2) with hydraulic extend in/out on crane side (30" extend).
- Outrigger pads, permanent (welded-on).

--- Compartment Equipment & Accessories ---

- Pressurized Storage System (PSS), 2-blowers with filters.
- (11.083) MasterLock system: includes feet of master compartment locking system for service body. Spring loaded with padlock guards for both side packs.

--- Street Side Vertical Compartment #1 ---

- Dimensions:52" Tall X24" Wide X23" Deep
- Strip light, 12V LED.
- Door, single, vertical hinged.
- (2) Shelf, aluminum adjustable compartment (250 Lbs. capacity) - Installed.

--- Street Side Vertical Compartment #2 ---

- Dimensions:52" Tall X35" Wide X23" Deep
- Strip light, 12V LED.
- Door, single, vertical hinged, reverse opening.
- DuaLock or Bolt Bin - See configuration details and price below

--- Street Side Overwheel Compartment ---

- Dimensions:31" Tall X44" Wide X23" Deep
- Strip light, 12V LED.
- Door, double, vertical-hinged.
- Shelf, aluminum adjustable compartment (250 Lbs. capacity) - Installed.

--- Street Side Rear Vertical Compartment ---

- Dimensions:52" Tall X30" Wide X23" Deep
- Strip light, 12V LED.
- Door, single, vertical hinged.
- (2) Shelf, aluminum adjustable compartment (250 Lbs. capacity) - Installed.

--- Curb Side Vertical Compartment #1 ---

- Dimensions:52" Tall X24" Wide X23" Deep
- Strip light, 12V LED.
- Door, single, vertical hinged.
- (2) Shelf, aluminum adjustable compartment (250 Lbs. capacity) - Installed.

--- Curb Side Vertical Compartment #2 ---

- Dimensions:52" Tall X35" Wide X23" Deep
- Strip light, 12V LED.
- Door, single, vertical hinged, reverse opening.
- DuaLock or Bolt Bin - See configuration details and price below

--- Curb Side Overwheel Compartment ---

- Dimensions:31" Tall X44" Wide X23" Deep
- Strip light, 12V LED.
- Door, double, vertical-hinged.

• Shelf, aluminum adjustable compartment (250 Lbs. capacity) - Installed.

--- Curb Side Crane Pedestal ---

• Dimensions:47" Tall X30" Wide X23" Deep

• Strip light, 12V LED.

• Door, single, vertical hinged.

• Shelf, aluminum adjustable compartment (250 Lbs. capacity) - Installed.

• Body switch panel located in this compartment.

--- Lighting / Electrical Equipment & Accessories ---

• Base electrical components - CAN system. Includes wiring harnesses, power distribution module & main body controller.

• 4.3" display CAN switch panel.

• Grote FMVSS 108 LED lighting/reflector kit: includes (2) oval S/T/T/R, (2) oval S/T/T, (5) red 3/4" marker and (2) amber 3/4" marker lights.

• (2) Exterior 12V LED flood lights-2,100 lumens (022232).

• Exterior Lighting Note: Flood lights out rear

--- Paint, Undercoating, & Protective Spray Coating (PSC) ---

• Ford reference paint code: Z1/YZ Oxford White (PPG Code: 4289).

• (11.083) Feet of unit painted urethane "white" color. Not a base coat/clear coat or metallic.

• (11.083) Feet of primer

• (11.083) Feet of splatter coating on interior of compartments.

• (11.083) Feet of undercoat.

• PSC- Level 30 •Compartment fronts •Bottoms of door frames •Outside area of wheel wells •Outer vertical outrigger tubes •Bumper sides & step (face & top) •Bumper top surface •Bumper vertical surface •Centerdeck floor, including welder deck •Cargo side walls, including bulkhead •Compartment tops, including welded on brackets/guards.

--- Center Deck Equipment & Accessories ---

• Center Deck Dimensions:124" Long X49" Wide X1/8" Thickness

• (11.083) ~1/8" cargo floor (deck plate)

• 10" tall hinge-down "Slam Latch" aluminum tailgate (12" total height, 10" tall above deck), protective spray front, paint on rear.

• Cab guard, cab width, steel tube type with slotted panel. Includes paint or protective spray coating to match body layout.

• (4) Flush mount D-ring tie downs in cargo area sidewalls, each.

--- Rear Bumper & Accessories ---

• 26" steel workbench bumper with recessed step on curb side & 1 storage compartment. Includes bolt-on yellow grab handles and strip light for recessed step safety.

• Bumper surface 3/16" smooth.

• ~Transverse bar storage in bumper – configuration may vary depending on additional bumper options selected.

• Vise/grinder removable HD mounting plate. Includes drain slots in plate.

• Class IV hitch - 2" receiver - rated at 1,500 Lbs. vert. 10,000 Lbs. Includes safety chain loops. MGTW note: customer is responsible to verify tow rating of chassis and available GVWR/GCWR remaining after loading of body and all other items.

• Strobe lightheads, LED, oval, amber, recessed, 6.5" x 2.25" (pair).

• Trailer plug, 7-prong flat blade (RV style).

--- Miscellaneous Equipment & Accessories ---

• Mud flaps, 1-ton, "Maintainer".

• Cone holder, bolt-on, vertical type, 22" tall (may require #009652 to mount).

• Bracket (009652) welded to body for cone holder. Note: May limit visibility of crane safety decals, relocate decals as needed.

• Parts and service manual (online & condensed paper version).

---Maintainer Crane---

Config # C41137

• H6520ST Crane 6,500 Lbs. max capacity (38,000 ft.*Lbs.) with hydraulic extend hex-boom 12'-20'. Note: Max capacity listed above is for 2-part line, for single-part line max capacity is 4,300 Lbs. Crane includes A2B, overload system and holding valves. ACC 2.1 (crane lifting weight display, capacity & speed limiting, stability monitoring and warn / stop feature). Paint note: Ship-out crane-only: Requires paint charge. Crane installed on body: No additional paint charge unless different color than body. MIN GVW REQUIRED: 19,500.

• Install hydraulic crane on body, including boom saddle.

• Load block (no live swivel) H6-H10.

• Planetary crane winch (H6-H7).

• Crane remote, wireless, push button (H6-H14) with true independent proportional control. Includes holder with storage sensor & indicator light, hour meter and engine start/stop. Does not include backup cable.

• Backup cable for wireless crane remote, 35ft.

• ~12V LED lights on crane boom tip (2-Lights, Ecco E92006, 1365 Lumens) on pivot bracket.

• Annual crane inspection (initial inspection).

• Paint crane to match service body.

---Street Side Vertical #2 Dualock---

Config # C41138 Design Style: (7) drawer set #028096 (29" wide)

Housing Dimensions:41.5" Tall, 29" Wide, 18" Deep

Top Shelf is Standard, Drawers Listed from Top to Bottom

Drawer #	Height	Dividers
Drawer 1	3"	Adjustable
Drawer 2	3"	Adjustable
Drawer 3	3"	Adjustable
Drawer 4	5"	Adjustable
Drawer 5	5"	Adjustable
Drawer 6	5"	Adjustable
Drawer 7	7"	Adjustable

BOTTOM SPACE: 7.0 *Inches Tall*

---Curb Side Vertical #2 Dualock---

Config # C41139 Design Style: (7) drawer set #028096 (29" wide)

Housing Dimensions:41.5" Tall, 29" Wide, 18" Deep

Top Shelf is Standard, Drawers Listed from Top to Bottom

Drawer #	Height	Dividers
Drawer 1	3"	Adjustable
Drawer 2	3"	Adjustable
Drawer 3	3"	Adjustable
Drawer 4	5"	Adjustable
Drawer 5	5"	Adjustable
Drawer 6	5"	Adjustable
Drawer 7	7"	Adjustable

BOTTOM SPACE: 7.0 *Inches Tall*

---Non-Standard Sales Kits---

• Fiber box; hose reel access. Limit 1 reel per fiber box.

• Composite tank, 26 gallon (Romotech-82123899) w/(2) ratchet straps, includes shut off valve. NOTE: For non-potable water use.

• Dayton 12V, 1/10 HP pump w/10' hose.

• Hannay 1/2" X 50' Spring Rewind Reel (corrosion resistant internals) with rollers for use with water, washer fluid, chemicals and diluted antifreeze.

• 1/2" Ball Valve

---Notes---

Mount water tank & pump on top of SS front compartments. Mount water reel in SS4, with access out the rear

Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date: January 21, 2025

Item: McHenry County Gang Task Force Agreement

Staff Recommendation: Motion to approve a Resolution authorizing the City Manager to execute an Intergovernmental Agreement with the McHenry County Gang Task Force

Staff Contact: James R. Black, Chief of Police

Background:

Since July 24, 1997, the Crystal Lake Police Department, by written agreement, has participated with several other McHenry County law enforcement agencies in a county-wide Gang Task Force. The purpose of this Task Force is to provide officers specially trained in gang identification and suppression at area events, including the Crystal Lake Lakeside Festival, and to provide the specially trained officers for gang-related law enforcement operations within the unincorporated and incorporated McHenry County area.

The current agreement expired at the end of 2024. The proposed successor agreement had minor revisions, which included changing the Sheriff's name, removing the Village of Hebron from the document, and the adjustment of the effective dates of the agreement.

The agreement has been reviewed by City legal counsel and IRMA.

Votes Required to Pass: A simple majority of the City Council is required for approval.

Res.

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, of McHenry County, Illinois, that the City Manager is hereby authorized to execute an intergovernmental agreement allowing the City of Crystal Lake Police Department to participate in the McHenry County Gang Task Force.

DATED this 21st Day of January, 2025

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: January 21, 2025
APPROVED: January 21, 2025

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INTERGOVERNMENTAL AGREEMENT

FOR

McHENRY COUNTY GANG TASK FORCE

This Agreement is made and entered into this _____ day of January, 2025, by and between the COUNTY OF McHENRY, a body politic and corporate of the State of Illinois (hereinafter referred to as the "COUNTY"), the McHENRY COUNTY SHERIFF (hereinafter referred to as the "SHERIFF"), and the Municipalities of the VILLAGE OF ALGONQUIN, VILLAGE OF BULL VALLEY, VILLAGE OF CARY, CITY OF CRYSTAL LAKE, VILLAGE OF FOX RIVER GROVE, CITY OF HARVARD, VILLAGE OF HUNTLEY, VILLAGE OF ISLAND LAKE, VILLAGE OF JOHNSBURG, VILLAGE OF LAKE IN THE HILLS, VILLAGE OF LAKEMOOR, CITY OF MARENGO, CITY OF MCHENRY, VILLAGE OF MCCULLOM LAKE, VILLAGE OF OAKWOOD HILLS, VILLAGE OF PRAIRIE GROVE, VILLAGE OF RICHMOND, VILLAGE OF SPRING GROVE, VILLAGE OF WONDER LAKE and CITY OF WOODSTOCK, (hereinafter referred to collectively as the "MUNICIPALITIES" and individually as "MUNICIPALITY").

WHEREAS, the COUNTY, the SHERIFF, and the MUNICIPALITIES are authorized by the terms and provisions of 5 ILCS 220/5 *et. seq.*, to enter into intergovernmental agreements, ventures and undertakings to perform jointly any governmental purpose or undertaking any of them could do singularly; and

WHEREAS, the Parties mutually desire to become members of the McHenry County Gang Task Force unit for the purpose of providing law enforcement services at events and law enforcement operations within unincorporated and incorporated McHenry County in accordance with the terms and conditions set forth below.

Draft

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties hereby agree as follows:

Members and Jurisdiction

1. Each of the signatories to this agreement is a member ("Member") of the McHenry County Gang Task Force unit for the purpose of providing gang enforcement services at events and gang related investigations within unincorporated and incorporated McHenry County.

2. Each MUNICIPALITY shall appoint one or more officer(s) from its respective police department to the gang task force unit. The SHERIFF shall appoint one or more deputies to the gang task force unit.

3. The SHERIFF shall authorize the appointed municipal police officers to perform the law enforcement functions described under this Agreement outside of their respective municipal jurisdictions within McHenry County until notified otherwise by the COUNTY or the SHERIFF.

Command and Control

4. A request for services provided by the McHenry County Gang Task Force shall be submitted to the SHERIFF via email or in writing. All requests may be approved or denied at the SHERIFF'S discretion. In the absence of a written or emailed request or confirmation, the organized presence of the task force in a member jurisdiction shall carry a presumption of being requested by that MUNICIPALITY.

5. The Chief of Police (or his/her designee) of the MUNICIPALITY in which the McHenry County Gang Task Force unit has been requested to provide services shall command and control the unit for the duration of such assistance. Should services be required outside the jurisdiction after the services have commenced, command and control shall remain with the Chief of Police (or his/her designee) of the MUNICIPALITY in which the McHenry County Gang Task Force unit has been requested to provide services.

6. The SHERIFF shall command and control the gang task force unit in unincorporated McHenry County and when the unit is requested to provide services in a municipality which is not a party to this Agreement.

Defense and Indemnification

7. a. The Member in command and control of the gang task force during a period of assistance shall assume the defense of and hold harmless all other Members of the gang task force unit, their officers, deputies and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other Members, their officers, deputies or employees may hereafter sustain, incur, or be required to pay, arising solely or in part due to any act or omission of any Member, its officers, agents, or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement; provided, however, that no indemnification is required for the payment of judgments or settlements of suits or claims arising out of the gross negligence or willful misconduct by another Member or its employees or agents. The Members agree to enter into a joint defense agreement and to cooperate in the defense of this matter to carry out the intent of this section to the extent allowed by law.

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b. This Agreement does not create an independent operating body, but merely provides for shared services and allocation of duties and risk as described in this Agreement. However, in the event of a claim for any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees in which the "McHenry County Gang Task Force" itself is named – instead of or in addition to any of the Members of this Intergovernmental Agreement -- then the obligations described in Section 6.a. above shall also apply to the "McHenry County Gang Task Force". However, the indemnifying Member may act to have any claims against the "McHenry County Gang Task Force" as a separate entity dismissed from any lawsuit or claim of any sort.

Employment Status and Liability

8. For all purposes under this Agreement, an officer or deputy that is employed by a Member and acting under color of this Agreement shall be and remain an employee of such Member, and shall not be considered an employee of any other Member, regardless of which Member is commanding and controlling the action of the McHenry County Gang Task Force unit during a period of assistance.

9. Each Member shall be solely responsible for the payment of wages, health, welfare and pension benefits, worker's compensation, unemployment compensation, disability benefits, and all other benefits and payments resulting from the employment relationship. Neither the COUNTY nor any other Member shall be responsible for payment of worker's compensation, unemployment compensation, disability or death benefits, or any other employee benefits to any employee of another Member as a consequence of the performance of this Agreement.

10. Each Member waives all claims against all other parties to this Agreement for compensation for any loss, damage, personal injury, or death occurring to its respective personnel and/or equipment as consequence of the performance of this Agreement. Notwithstanding anything to the contrary in this Agreement, no Member waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents and nothing in this paragraph in any way diminishes the Members' defense and indemnification obligations under paragraph 6 of this Agreement.

Term, Withdrawal and Termination

11. The term of this Agreement is for a five (5) year period beginning January 1, 2025 and ending December 31, 2029.

12. Each Member may withdraw their officer(s) from the gang task force unit upon thirty (30) days written notice of withdrawal to the other parties, the effect of which shall terminate their rights, obligations and privileges under this Agreement. A Member that has withdrawn assumes no responsibility for the actions of the remaining Members arising after the date of withdrawal, but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal, including all defense and indemnification obligations imposed under paragraph. No Member shall be liable to any other member

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for its failure or refusal to provide appoint personnel or for the withdrawal as a Member or of personnel from the unit. Withdrawal of a Member shall not affect the continuation of this Agreement as to any other Member not indicating an intention to withdraw as provided herein.

13. The COUNTY or the SHERIFF may terminate this Agreement upon thirty (30) days written notice of termination to the other parties, provided, however, all defense and indemnification obligations imposed under paragraph 7 for acts or omissions occurring prior to the effective date of termination shall survive the termination this Agreement.

Insurance

14. Each Member shall be responsible for maintaining for the duration of this Agreement its own insurance with respect to its liabilities to its employees or to third parties that may reasonably result from the performance of its lawful functions, including the performance of this Agreement. Such insurance shall be maintained through qualified insurers and/or a self-insured governmental risk pool, and shall provide, at a minimum, the following coverages and liability limits:

(a) Public Entity Liability, including but not limited to broad form general liability for personal injury and property damage, automobile liability for owned, non-owned and hired vehicles, public officials liability, and law enforcement liability; all such coverage shall provide contractual liability coverage for liability assumed in this Agreement and have limits of liability not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; and

(b) Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of $1,000,000 for each incident.

15. The insurance required in this Agreement shall not include in the policy or any endorsements thereto any exclusion or limitations of contractual liability, any amendment of the insured contract definition or modification of the exception to the employers' liability exclusion or endorsements ISO CG 2139 or ISO CG 2426.

16. The Members agree that with respect to the above required insurance that:

(a) The Members shall provide each other with Certificates of Insurance evidencing the above required insurance, within thirty (30) days of commencement of this Agreement 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;

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(b) The Members shall provide each other with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change in insurance coverage; and

(c) Insurance Notices and Certificates of Insurance shall be provided to all of the Parties in accordance with paragraph 23, with an additional notice to the COUNTY's risk management division at:

Deputy County Administrator/Risk Management
McHenry County Administration
2200 N. Seminary Avenue
Woodstock, Illinois 60098

General Terms and Conditions

17. No person shall illegally be excluded from employment rights or participation in, or be denied the benefits of, the program which is the subject of this Agreement on the basis of race, religion, color, sex, age, disability, or national origin.

18. It is understood and agreed that the entire Agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof. This Agreement may be amended by mutual consent of all of the parties, which shall be signed and executed with the same formality with which this instrument was executed.

19. This Agreement should not be construed or interpreted as furthering the duties, functions or responsibilities of the SHERIFF, the COUNTY or the MUNICIPALITIES beyond those tenets outlined in this Agreement.

20. No claim for services furnished by the MUNICIPALITIES, not specifically provided in this Agreement, will be allowed by the COUNTY and SHERIFF, nor shall the MUNICIPALITIES do any work or furnish any additional services not covered by this Agreement, unless it is approved in writing by the COUNTY. Such approval shall be considered to be a modification of this Agreement.

21. The Members may not assign, transfer or otherwise convey their rights or obligations under this Agreement without the prior written consent of all the Members.

22. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement. However, upon the occurrence of such an event, any Member may terminate this Agreement forthwith upon the delivery of written notice of termination to the other parties.

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23. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the MUNICIPALITIES (including its officers, employees and agents) as agents, representatives, or employees of the COUNTY or the SHERIFF for any purpose, or in any manner, whatsoever.

24. All notices permitted or required under this Agreement shall be transmitted only by personal delivery or by first class, certified or registered United States Mail to the following persons at the addresses stated:

To the SHERIFF: Sheriff Robb Tadelman
McHenry County Sheriff's Department
2200 North Seminary Avenue
Woodstock, IL 60098

To the COUNTY: Peter Austin
County Administrator
2200 North Seminary Avenue
Woodstock, IL 60098

To the MUNICIPALITIES: Village Manager
Village of Algonquin
2200 N. Harnish Drive
Algonquin, IL 60120

Village of Bull Valley
1904 Cherry Valley Road
Bull Valley, IL 60098

Mayor
Village of Cary
755 Georgetown Drive
Cary, IL 60013

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

Village of Fox River Grove
305 Illinois Street
Fox River Grove, IL 60021

City Administrator
City of Harvard
201 W. Front Street
Harvard, IL 60033

Draft

Assistant Village Manager
Village of Huntley
10987 Main Street
Huntley, IL 60142

Mayor
Village of Island Lake
3720 Greenleaf Avenue
Island Lake, IL 60042

Village of Johnsburg
1515 Channel Beach Avenue
Johnsburg, IL 60051

Director of Public Safety
& Village President
Village of Lake in the Hills
600 Harvest Gate
Lake in the Hills, IL 60156

Village of Lakemoor
28874 IL Route 120, Suite C & D
Lakemoor, IL 60051

Mayor
City of Marengo
132 E. Prairie Street
Marengo, IL 60152

Mayor
City of McHenry
333 S. Green Street
McHenry, IL 60050

Village of McCullom Lake
4811 W. Orchard Drive
McCullom Lake, IL 60050

President
Village of Oakwood Hills
3020 North Park Drive
Oakwood Hills, IL 60013

Village of Prairie Grove
3125 Barreville Road
Prairie Grove, IL 60012

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Village of Richmond
5600 Hunter Drive
Richmond, IL 60071

President
Village of Spring Grove
7401 Meyer Road
Spring Grove, IL 60081

President
Village of Wonder Lake
4444 Thompson Road
Wonder Lake, IL 60097

Mayor
City of Woodstock
121 W. Calhoun Street
Woodstock, IL 60098

The SHERIFF and the COUNTY shall be entitled to separate copies of each Notice. Any Notice transmitted by first class United States Mail shall be deemed received on the second business day following its deposit in a United States Mail receptacle. The term "business day" shall not include Saturdays, Sundays or any other day declared to be a legal holiday in the State of Illinois by State Statute.

25. The laws of the State of Illinois shall control the interpretation of this Agreement.

26. Each person signing this Agreement on behalf of one of the parties agrees, represents and warrants that he or she has been duly and validly authorized to execute this Agreement on behalf of their party.

27. This Agreement may be executed in counterparts and shall be considered in effect starting January 1, 2025 upon execution by the COUNTY, SHERIFF, and at least one additional party.

28. The SHERIFF shall have the authority to approve the addition of parties not listed in this Agreement, provided that the additional members are located in McHenry County and are legally authorized to enter into such an agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below.

Draft

County of McHenry

By: _____
Michael Buehler, Chairman
McHenry County Board

Date: _____

ATTEST:

_____
Joseph J. Tirio
McHenry County Clerk

Date:_____

McHenry County Sheriff Department

By: _____
Robb Tadelman, Sheriff

Date: _____

Village of Algonquin

By:_____

Date:_____

Village of Bull Valley

By:_____

Date: _____

Village of Cary

By:_____

Date: _____

City of Crystal Lake

By:_____

Date: _____

Village of Fox River Grove

By:_____

Date: _____

City of Harvard

By:_____

Date: _____

Draft

Village of Huntley

By:_____

Date: _____

Village of Island Lake

By:_____

Date:_____

Village of Johnsburg

By:_____

Date: _____

Village of Lake In The Hills

By:_____

Date: _____

Village of Lakemoor

By:_____

Date: _____

City of Marengo

By:_____

Date: _____

City of McHenry

By:_____

Date:_____

Village of McCullom Lake

By:_____

Date:_____

Village of Oakwood Hills

By:_____

Date:_____

Village of Prairie Grove

By:_____

Date:_____

Village of Richmond

By:_____

Date:_____

Village of Spring Grove

By:_____

Date:_____

Draft

Village of Wonder Lake	City of Woodstock
By:_____	By:_____
Date:_____	Date:_____

Draft

Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date: January 21, 2025

Item: No Parking Restriction 9:00 a.m. to 2:00 p.m. on School Days for the west side of Walkup Avenue from Franklin Avenue to Paddock Street

Staff Recommendation: Motion to adopt an Ordinance restricting parking on the west side of Walkup Avenue from Franklin Avenue to Paddock Street from 9:00 a.m. to 2:00 p.m. on School Days.

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

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Background:
In February of 2023, two complaints were received and reviewed by the Traffic Working Group regarding Central High School students parking along Walkup Avenue, south of Paddock Street and along Paddock Street. Students appeared to be disobeying the existing signage which states "Two Hour Parking 7 a.m. to 3 p.m. Monday thru Friday". The Police Department cannot enforce a maximum number of hours limit because the Department cannot chalk tires to be used as an indicator of how long a vehicle has been in the same location. Additionally, with an open campus, a student can move their vehicle a foot or two during the 2-hour limit to make it appear the vehicle has changed parking locations.

Upon further review of the existing signage in the area, parking regulations vary across the adjacent side streets. The Traffic Working Group reviewed the entire area and considered changes to the existing parking signs to the east, north and west of the school. These changes would provide consistency throughout the neighborhoods surrounding the High School. The change would include one side of each street as "No Parking" to allow enough width for emergency vehicles due to the streets being narrow.

Letters were mailed to over 380 residents in the area east, north, and west of Central High School to obtain their feedback regarding the suggested signage changes in the area. Staff received 59 comments. Engineering, Public Works, Police and Fire met to discuss all the comments. There was no consistent response for any area in favor or against the suggested parking changes. Seeing as there was no clear majority, it was determined that the existing signage would remain as-is. As drivers violate the posted signs, Police would handle each situation on a case-by-case basis.

Walkup Avenue from Franklin Avenue to Paddock Street

The two original complaints were from residents along the west side of Walkup Avenue between Franklin Avenue and Paddock Street. No parking is currently allowed on the east side of Walkup Avenue with "2 Hour Parking 7 a.m. to 3 p.m. Mon thru Fri" restrictions on the west side.

In April of 2023, staff surveyed residents along the west side of the block to determine if they are in favor of "No Parking 10 a.m. – 2 p.m. Mon thru Fri". The east side is already posted as "No Parking" and this restriction would remain. This would address their concerns about visibility when backing out of their driveway, garbage pickup issues, and students parking in front of their homes. A letter was mailed to the residents along this block of Walkup Avenue on April 3, 2023 to obtain consensus regarding this proposed change. Once again, staff heard from the residents with no consistent response and it was determined no changes would be made at that time. Concerns were also voiced of 'moving the problem' to other surrounding streets as well as restricting residents in this block from having any visitors, contractors, etc. during that time frame as no parking would be allowed on both sides of the street along this block of Walkup Avenue from 10 a.m. to 2 p.m.

Complaints continued to be heard from the residents along the west side of Walkup Avenue between Franklin Avenue and Paddock Street over the last year and a half. On December 11, 2024, letters were mailed again to the residents in this block with the proposed parking restriction of "No Parking 10 a.m. to 2 p.m. On School Days". The response from the residents was positive with the request to extend the timeframe from 9 a.m. to 2 p.m. instead of 10 a.m. to 2 p.m. Residents also suggested that "no stopping, standing" be added and consider an earlier time to avoid parents or others stopping on Walkup to drop off or pickup students. It is common to have vehicles stopped or standing on adjacent streets during dismissal times at a majority of schools in the City. Restricting this in addition to the parking would result in these vehicles shifting over to adjacent side streets that already have vehicles stopped or standing during dismissal times.



Staff recommends changing the parking restrictions along the west side of Walkup Avenue between Franklin Avenue and Paddock Street to "No Parking 9 a.m. to 2 p.m. On School Days". Drivers will still be able to stop along Walkup Avenue during pick-up. The potential does exist of moving the parking problem to adjacent streets, so City staff will continue to monitor adjacent streets.

Votes Required to Pass:

Simple majority

ORDINANCE

WHEREAS, Walkup Avenue is a two-way street in the City of Crystal Lake with parking restricted as No Parking on the east side of the street from Franklin Avenue to Paddock Street; and

WHEREAS, it would be advantageous to restrict parking along the west side of Walkup Avenue from Franklin Avenue to Paddock Street from 9:00 a.m. to 2:00 p.m. on School Days.

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 park any vehicle on the west side of Walkup Avenue from Franklin Avenue to Paddock Street from 9:00 a.m. to 2:00 p.m. on School Days.

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

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

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

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

DATED this 21st day of January, 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST

_____

CITY CLERK

PASSED: January 21, 2025
APPROVED: January 21, 2025

Draft

Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date: January 21, 2025

Item: Amendment to the Ordinance authorizing the General Obligation Bonds, Series 2022B, to include an additional project to be financed with the proceeds of said Bonds

Staff Recommendation: Motion to adopt an Ordinance amending the Ordinance authorizing the General Obligation Bonds, Series 2022B, to include an additional project to be financed with the proceeds of said Bonds

Staff Contact: Jodie Hartman, Director of Finance

Discussion

On April 19, 2022, the City Council authorized the issuance of the Series 2022B General Obligation Bonds for various water and sewer related improvements. The definition of project included in the original Ordinance included:

1. Dole Avenue Water Main;
2. Sanitary Sewer Pumping (Lift) Station 16 Rehabilitation;
3. New Deep Well #19 and Transmission Main;
4. Reestablishment of Crystal Creek; and
5. Edgewater Drive Storm Water Storage

Due to the procurement of a grant relating to the Crystal Creek project, staff is anticipating the original project list will not be sufficient to spend all the bond proceeds. With the upcoming mass water meter replacement project anticipated to cost over $10 million, staff recommends amending the project listing to include the water meter project. This will afford the City flexibility to use the bond proceeds in their entirety and stay within the original intention for water and sewer capital projects.

Staff anticipates a recommendation for a new bond issuance in early spring to cover the majority of expenditures for the water meter project. The required Ordinances for the new issuance will be provided at a later date.

Recommendation:

Adopt an Ordinance to amend the Ordinance authorizing the General Obligation Bonds, Series 2022B issuance to include additional projects to be financed with the proceeds of said Bonds.

Votes Required to Pass:

Simple Majority

AN ORDINANCE of the City of Crystal Lake, McHenry County, Illinois, amending an ordinance of said City authorizing the issuance of its General Obligation Bonds, Series 2022B, to include additional projects to be financed with the proceeds of said Bonds.

* * *

WHEREAS, the City Council (the *"Council"*) of the City of Crystal Lake, McHenry County, Illinois (the *"City"*), on the 19th day of April, 2022, adopted an Ordinance Numbered 7810 and entitled:

AN ORDINANCE providing for the issuance of not to exceed $18,000,000 General Obligation Bonds of the City of Crystal Lake, McHenry County, Illinois, for the purpose of financing capital improvements within the City and refunding certain outstanding bonds of the City, providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, authorizing the sale of said bonds to the purchasers thereof and providing for the execution of an escrow agreement in connection with such issuance.

(the *"Original Ordinance"*); and

WHEREAS, the City, by the Council, pursuant to the Original Ordinance provided for the issuance and sale of $6,740,000 General Obligation Bonds, Series 2022B of the City (the *"Bonds"*); and

WHEREAS, Section 16 of the Original Ordinance permits the Council, as it becomes necessary from time to time, to revise the list of expenditures set forth in the Original Ordinance, to change priorities, to revise cost allocations between expenditures and to substitute projects, in order to meet current needs of the City; *subject, however,* to the various covenants set forth in the Original Ordinance and in related certificates given in connection with delivery of the Bonds and also subject to obtaining the opinion of Chapman and Cutler LLP, Chicago, Illinois, or some other attorney or firm of attorneys whose opinions are generally acceptable to the purchasers in the national marketplace of governmental Tax-exempt obligations that such changes or substitutions

Draft

are proper under the Act (as defined in the Original Ordinance) and do not adversely affect the Tax-exempt status of the Bonds; and

WHEREAS, the Council has determined and does hereby determine that it is necessary and in the best interests of the City that the definition of the project to be financed with the proceeds of the Bonds, as defined in the Original Ordinance "capital improvements within the City, including the following:

1. Dole Avenue Water Main;
2. Sanitary Sewer Pumping (Lift) Station 16 Rehabilitation;
3. New Deep Well 19 and Transmission Main;
4. Reestablishment of Crystal Creek; and
5. Edgewater Drive Storm Water Storage"

(the *"Project"*), be amended:

NOW, THEREFORE, Be It and It Is Hereby Ordained by the City Council of the City of Crystal Lake, McHenry County, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Incorporation of Preambles. The Council hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. Amendment of Original Ordinance. The definition of the Project in the Original Ordinance, is hereby amended to include "mass water meter replacement project."

Section 3. Filing. A certified copy of this Ordinance shall be filed with the City Clerk; and the City Clerk shall in the future attach a certified copy of this Ordinance to the Original Ordinance whenever the City Clerk makes available a copy of the Original Ordinance.

Draft

Section 4. *Severability*. If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 5. *Repeal*. All ordinances or parts thereof in conflict herewith be and the same are hereby repealed to the extent of such conflict, and this Ordinance shall be in full force and effect forthwith upon its adoption.

ADOPTED by the City Council on January 21, 2025.

AYES:_____

_____

NAYS: _____

ABSENT: _____

APPROVED on January 21, 2025.

_____
Haig Haleblian, Mayor

RECORDED in the City Records on _____, 2025.

Attest:

_____
City Clerk, City of Crystal Lake,
McHenry County, Illinois

[SEAL]

Draft

Agenda Item No: 18

City Council
Agenda Supplement

Meeting Date: January 21, 2025

Item: Resolution of Official Intent regarding certain capital expenditures to be reimbursed from proceeds of obligations to be issued by the City

Staff Recommendation: Motion to adopt a Resolution expressing official intent regarding certain capital expenditures to be reimbursed from proceeds of one or more obligations to be issued by the City of Crystal Lake, McHenry County, Illinois

Staff Contact: Jodie Hartman, Director of Finance

Background

The City has initialized the process to issue up to $10 million in general obligation bonds later this year. The proceeds are all intended to be used to fund the water meter replacement program, including the remote reading devices, supporting infrastructure and the customer portal.

The water meter replacement has been approved to enter phase II of the project. Phase II manages the replacement of the equipment, infrastructure and software that was not completed in Phase I, the pilot program. City Council has approved the necessary contracts and purchases of equipment. As such, costs are beginning to accrue in earnest. In order to use the upcoming bond proceeds for related project costs incurred before the bond issuance, the attached resolution is legally required. This resolution declares the intent to issue the bonds and to use the proceeds for any related expenses incurred up to sixty days before the resolution or any time after the resolution. Additional Ordinances will be brought forward closer to issuance authorizing the sale of bonds and other necessary details.

Recommendation

The attached Resolution declares the intent to issue bonds, allowing for related expenses already paid or to be paid to be able to be paid for using the future bond proceeds. City Special Bond Council has prepared and approved the ordinance as presented.

Votes Required to Pass:

Simple Majority

EXTRACT OF MINUTES of the regular public meeting of the City Council of the City of Crystal Lake, McHenry County, Illinois, held at the City Council Chambers, City Hall, located at 100 West Woodstock Street, in said City, at 7:00 p.m., on the 21st day of January, 2025.

* * *

The meeting was called to order by the Mayor, and upon the roll being called, Haig Haleblian, the Mayor, and the following Councilmembers were physically present at said location:

_____

_____

_____

The following Councilmembers were allowed by a majority of the members of the City Council in accordance with and to the extent allowed by rules adopted by the City Council to attend the meeting by video or audio conference: _____

_____

No Councilmember was not permitted to attend the meeting by video or audio conference.

The following Councilmembers were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

_____

The Mayor announced that the City has determined to proceed with the replacement of water meters and corresponding equipment, infrastructure and technology for which it reasonably expects to reimburse itself for the expenditures related thereto with the proceeds of one or more obligations and that the City Council would consider the adoption of a resolution expressing the City's official intent with regard to such expenditures.

Draft

Thereupon, the City Clerk presented, the Director of Finance explained, and there was incorporated into the record in full the following:

Draft

RESOLUTION expressing official intent regarding certain capital expenditures to be reimbursed from proceeds of one or more obligations to be issued by the City of Crystal Lake, McHenry County, Illinois.

* * *

WHEREAS, the City Council (the *"Council"*) of the City of Crystal Lake, McHenry County, Illinois (the *"City"*), has determined that it is necessary and in the best interests of the City to finance the replacement of water meters and corresponding equipment, infrastructure and technology (the *"Project"*); and

WHEREAS, all or a portion of the expenditures relating to the Project (the *"Expenditures"*) (i) have been paid within the 60 days prior to the passage of this Resolution or (ii) will be paid on or after the passage of this Resolution; and

WHEREAS, the City reasonably expects to reimburse itself for the Expenditures with the proceeds of one or more obligations:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the City Council of the City of Crystal Lake, McHenry County, Illinois, as follows:

Section 1. Incorporation of Preambles. The Council hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and do incorporate them into this Resolution by this reference.

Section 2. Intent to Reimburse. The City reasonably expects to reimburse the Expenditures with proceeds of one or more obligations.

Section 3. Maximum Amount. The maximum aggregate principal amount of the obligations expected to be issued for the Project is $10,000,000.

Section 4. Separate Action Required to Pursue Project and Expend Funds. This Resolution does not and shall not be construed to obligate the City in any manner to pursue any identified Project or expend any funds for the completion of any identified Project, and the Council

Draft

shall retain full discretion to approve such Project and any expenditure of funds relating thereto, and such approval shall be by separate action of the Council.

Section 5. *Ratification*. All actions of the officers, agents and employees of the City that are in conformity with the purposes and intent of this Resolution, whether taken before or after the adoption hereof, are hereby ratified, confirmed and approved.

Section 6. *Severability*. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. *Repeal*. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed and this Resolution shall be in full force and effect forthwith upon its adoption.

Draft

ADOPTED by the Council on January 21, 2025.

AYES: _____

_____

NAYS: _____

ABSENT: _____

APPROVED on January 21, 2025.

_____
Mayor, City of Crystal Lake, McHenry County, Illinois

RECORDED in the City Records on January 21, 2025.

Attest:

_____
City Clerk, City of Crystal Lake,
McHenry County, Illinois

Draft

Councilmember _____ moved and Councilmember _____ seconded the motion that said resolution as presented and read by title be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon the motion to adopt said resolution.

Upon the roll being called, the following Councilmembers voted AYE: _____

_____

_____

The following Councilmembers voted NAY: _____

Whereupon the Mayor declared the motion carried and said resolution adopted, approved and signed the same in open meeting and directed the City Clerk to record the same in the records of the City Council of the City of Crystal Lake, McHenry County, Illinois, which was done.

Other business not pertinent to the adoption of said resolution was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

_____
City Clerk

Draft

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

CERTIFICATION OF MINUTES AND RESOLUTION

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Crystal Lake, McHenry County, Illinois (the *"City"*), and as such official I am the keeper of the records and files of the City and of the City Council of the City (the *"Council"*).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Council held on the 21st day of January, 2025, insofar as same relates to the adoption of a resolution entitled:

> RESOLUTION expressing official intent regarding certain capital expenditures to be reimbursed from proceeds of one or more obligations to be issued by the City of Crystal Lake, McHenry County, Illinois.

a true, correct and complete copy of which said resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Council on the adoption of said resolution were taken openly; that the vote on the adoption of said resolution was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all newspapers, radio or television stations and other news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Council on a day other than a Saturday, Sunday or holiday on which governmental entities in the State of Illinois are closed and at least 96 hours in advance of the holding of said meeting; that at least one copy of said agenda was continuously available for public review during the entire 96-hour period preceding said meeting; that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A;* that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended; and that the Council has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Council in the adoption of said resolution.

Draft

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City, this 21st day of January, 2025.

_____

City Clerk

[SEAL]

Draft

Agenda Item No: 19

City Council
Agenda Supplement

Meeting Date: January 21, 2025

Item: Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and authorization to purchase 29 Keltron radio transmitters from Fox Valley Fire & Safety.

Staff Recommendation: Motion to adopt an Ordinance waiving competitive bidding and authorizing the City Manager to execute a contract with Fox Valley Fire & Safety for the purchase of up to 29 Keltron radio transmitters for use with the Crystal Lake Wireless Fire Alarm Network (CLWAN) in the amount of $29,580.

Staff Contact: Craig Snyder, Chief of Fire Rescue

Background:
On October 5, 2010, the City entered into an agreement to purchase fire alarm radios and the associated monitoring equipment from Fox Valley Fire & Safety ("Fox Valley") to construct the Crystal Lake Wireless Alarm Network (CLWAN). The radios are owned by the City and installed at private commercial sites throughout the City (as required by ordinance), allowing fire alarms from these commercial sites to immediately be transmitted, via CLWAN, to the SEECOM dispatch center.

In addition to the initial sale of the radios to the City, Fox Valley maintains the contract for repairs and installation of both the individual radios and the monitoring equipment for Crystal Lake. Keltron Corporation will only sell equipment to and provide support for one dealer for all aspects of a networks installation and maintenance, making Fox Valley Fire the sole authorized dealer and installer for the Keltron equipment for Crystal Lake.

The Keltron radio transmitters are installed by Fox Valley in every commercial property in the City of Crystal Lake for fire alarm monitoring purposes, and a monthly maintenance and monitoring fee is charged back to the commercial business for upkeep of the system. The purchase of new Keltron radio transmitters, with installation performed by Fox Valley Fire & Safety, will ensure continuity of services and equipment to match the existing equipment installed at each commercial property.

Recommendation:

As the city continues to attract new commercial properties, the demand for Keltron radios increases. The Fire Rescue Department recommends purchasing 29 Keltron radios for the anticipated installations into new commercial properties in 2025.

Funds have been budgeted in Fiscal Year 2025 for the purchase of the Keltron radio transmitters.

Votes Required to Pass:

A simple majority vote.

ORDINANCE APPROVING THE WAIVER OF COMPETITIVE BIDDING FOR THE PURCHASE OF KELTRON RADIO TRANSMITTERS

WHEREAS, the City of Crystal Lake has a maintenance and installation contract with Fox Valley Fire & Safety; and

WHEREAS, there is a need to purchase additional Keltron radio transmitters for installation in commercial properties within Crystal Lake; and

WHEREAS, Fox Valley Fire & Safety is the sole distributer of Keltron radio equipment per the maintenance agreement.

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

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

SECTION TWO. Waiver of Competitive Bidding Requirements of Section 102-3 and Authorization to Enter Into a Purchase Agreement with Fox Valley Fire. The City Manager is authorized to execute a Purchase Agreement between the CITY OF CRYSTAL LAKE and Fox Valley Fire for up to 29 Keltron radio transmitters in the amount of $29,580, without the necessity of seeking competitive bids.

Draft

Dated this 21st day of January, 2025.

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation

By:_____
Mayor

SEAL
ATTEST:

_____
City Clerk

PASSED: January 21, 2025
APPROVED: January 21, 2025

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January 8, 2025

Crystal Lake Fire Department
Attn: Chris Bedore
100 W. Woodstock St
Crystal Lake, IL 60014
Phone: (815) 356-3700 X4232
Cell: (815) 354-7485
Email: cbedore@crystallake.org

Project: General Radio Stock

2.0 Radio New Generation ******with backup internet/Ethernet Port******
Quantity = 29
Equipment Total……$ 29,580.00

Respectfully,

Brian Kowalkowski
Monitoring Account Executive

Credit Terms:
1. All orders are subject to credit approval and may require a deposit; prior arrangements not withstanding.

Approval:
My signature below indicates that I am an authorized agent of the company receiving this proposal and that I have full power and authority to bind our company to the terms of this proposal.

_____ _____
Authorized Signature Printed Name

_____ _____
Title Date