CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING

City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
March 18, 2025
7:00 p.m.

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Approval of Minutes – March 4, 2025 Regular Meeting**

5. **Accounts Payable**

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

7. **Mayor's Report**

8. **City Council Reports**

9. **Consent Agenda**
   a. **Special Event Request and Street Closure - St. Thomas the Apostle School Field Day – May 23, 2025**

10. **Walk to End Alzheimer's Special Event Request - Closure of Williams Street (between Woodstock Street and Crystal Lake Avenue) and Police Assistance Fee Waiver – October 5, 2025**

11. **City Code Amendment to Increase the Number of Class 13 Liquor Licenses – Applicant: Clake Gas Station LLC, d/b/a Mobil, located at 451 W. Virginia Street**

12. **6120 Northwest Highway - Final Planned Unit Development Amendment to allow changes to the exterior façade and a sign variation to add 461.25 square feet of signage for a red accent tower**

13. **An Ordinance providing for the issuance of not to exceed $10,500,000 General Obligation Bonds of the City of Crystal Lake, McHenry County, Illinois, for the purpose of financing capital improvements within 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, and authorizing the sale of said bonds to the purchasers thereof**

14. **License for Installation with Brixmor Crystal Lake, LLC to install a section of sidewalk for the Pedestrian Connections to the Regional Prairie Trail Project**

15. **Bid Award - Street Sweeping Services, Municipal Partnership Initiative (MPI)**

16. Bid Award - 2025 Sidewalk Cutting Program, Municipal Partnership Initiative (MPI)

17. Bid Award – Police Department Uniforms

18. Sole Source Purchase Agreement – Knox Company

19. Ordinance Amending the City Code – Legal Department

20. Amendment to the Concessionaire and Property Use Agreement with Quarry Cable Park, LLC

21. Proposal Award – Gridless Power Video Surveillance Trailer

22. Board and Commission Reappointments – Police Pension Board

23. Board and Commission Reappointments – Firefighters' Pension Board

24. Council Inquiries and Requests

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

26. Reconvene to Regular Session

27. Adjourn

If special assistance is needed in order to participate in a City of Crystal Lake public meeting, please contact Melanie 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: March 18, 2025

Item: Special Event Request and Street Closure - St. Thomas the Apostle School Field Day – May 23, 2025

Staff Recommendation: Motion to approve the Special Event Request for St. Thomas the Apostle School's annual Field Day, including street closure, to be held on May 23, 2025 pursuant to the recommended conditions

Staff Contact: Kathryn Cowlin, Director of Community Development
Victoria Wojcik, Community Development Analyst

Background:
St. Thomas the Apostle School is requesting to hold its annual Field Day Special Event. This request includes the closure of Lake Street between Washington Street and the western portion of the St. Thomas the Apostle Church property, and Washington Street between Lake Street and Pierson Street, on Friday, May 23, 2025, from 9:00 a.m. until 2:30 p.m. for the St. Thomas Field Day end of school celebration.

During the St. Thomas Field Day, children will be going back and forth from the school to the playing fields, participating in a wide variety of activities. They will be using the parking lot on Washington Street for the Field Day. Closing Lake Street to Washington Street and closing Washington Street between Lake Street and Pierson Street would make it safer for the children to cross from the school to the fields and parking lot, as well as make it easier on the parent volunteers coordinating the St. Thomas Field Day.

City staff has reviewed the petitioner's request and does not have any concerns regarding the closure of Washington and Lake Streets, providing the following conditions are met:

1. City-owned barricades must be used to block off the street closure sections. Barricades shall be placed to allow access to existing crosswalks. In addition, a "Local Traffic Only" sign must be temporarily placed at the entrance to Lake Street from Dole Avenue. The petitioner has submitted a Barricade Borrowing Application.
2. The petitioner must send a notice to all affected property owners along Lake Street.

3. Signs indicating the road closure shall be posted a minimum of 7 days prior to the event.
4. The petitioner must contact the School Districts in the area in case there are any bus routes that may utilize Lake Street.
5. Emergency vehicle access must be maintained throughout the event. Items should not be placed on the roadway to prohibit access, and volunteers should be available to remove barricades to allow emergency vehicles on the roadway, if necessary.
6. Emergency access to the School must be maintained throughout the event. The petitioner must provide a plan of the St. Thomas Field Day layout.
7. Local traffic access to Lake Street must be maintained throughout the event. Volunteers should be available to remove barricades to allow property owners on the roadway, if necessary.
8. All debris created by the event shall be cleaned up during and after the event.
9. If tents or canopies will be used, the petitioner shall contact the Fire Rescue Department at (815) 356-3640 for further review.
10. Promotional and informational banners and signage may need a limited duration sign permit issued from the Building Division. Please contact the Building Division regarding signage to be used in conjunction with the event.
11. A weather monitoring person is required during the event and an emergency plan shall be in place in the event of severe weather.
12. In the case of inclement weather, an alternate date can be approved by the City Manager.

The City Council has approved this event in the past. The applicant has been made aware of these recommended conditions and advised to attend the March 18, 2025 City Council meeting to answer any questions.

Votes Required to Pass:
Simple majority vote

CITY OF Crystal Lake ILLINOIS

SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

EVENT NAME St. Thomas the Apostle School - Field Day

EVENT LOCATION Behind - 265 King St.

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

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

GENERAL EVENT INFORMATION

1. TYPE OF EVENT (Check all that apply)

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

2. General Description/Purpose of the event:
All School Event - Field Day, with games, dunk tank

Need LAKE Street acress behind the school - Washington St. Closure/ Lake St. Closure from Washington to Church

3. Will the event require the use of City-owned property? ☑ Yes ☐ No
4. Is a Site Map/Route Map attached? ☑ Yes ☐ No
5. Is the event an annual/recurring event? ☑ Yes ☐ No
6. Will the event require a public street/sidewalk to be blocked or closed? ☑ Yes ☐ No
7. Will the event require use of a public parking lot? ☐ Yes ☑ No
8. Number of persons scheduled to monitor and work the event: 20
9. Estimated attendance: 190

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

ORGANIZATION INFORMATION

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

12. Name of Event Manager: Kate Lane / Jen Katta

13. Contact Information for Event Manager:

Address: 265 King St.
Crystal Lake, IL 60014

(Please check preferred means of contact)

Daytime phone: [redacted] ☑

Emergency phone: _____ ☐

Cell phone: [redacted] ☐

Email: _____ ☐

EVENT OPERATION

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

Set Up: 7 AM

Event: 5/23/2025 at 9AM Start

Dismantling: 2:30 PM

15. Hours of the event:

Set Up: _____

Event: _____

Dismantling: _____

CITY MANAGER'S OFFICE

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

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

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

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

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

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

_____

_____

_____

Please complete the attached Temporary Liquor License Application

COMMUNITY DEVELOPMENT

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

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

    Temporary community event signs ☐ Yes ☑ No

    Temporary neighborhood event signs ☐ Yes ☑ No

    Directional signs ☐ Yes ☑ No

    Banner ☐ Yes ☑ No

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

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

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

    Description of Products_____

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

    Name of Company_____
    Address_____
    Phone_____

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

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

    _____

    _____

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

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

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

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

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

_____

_____

_____

PUBLIC WORKS

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

If yes, please complete the attached Barricade Borrowing Application

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

Specify _____

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

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

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

Kate Lane
Signature

2/25/25
Date

Kate Lane
Print Name

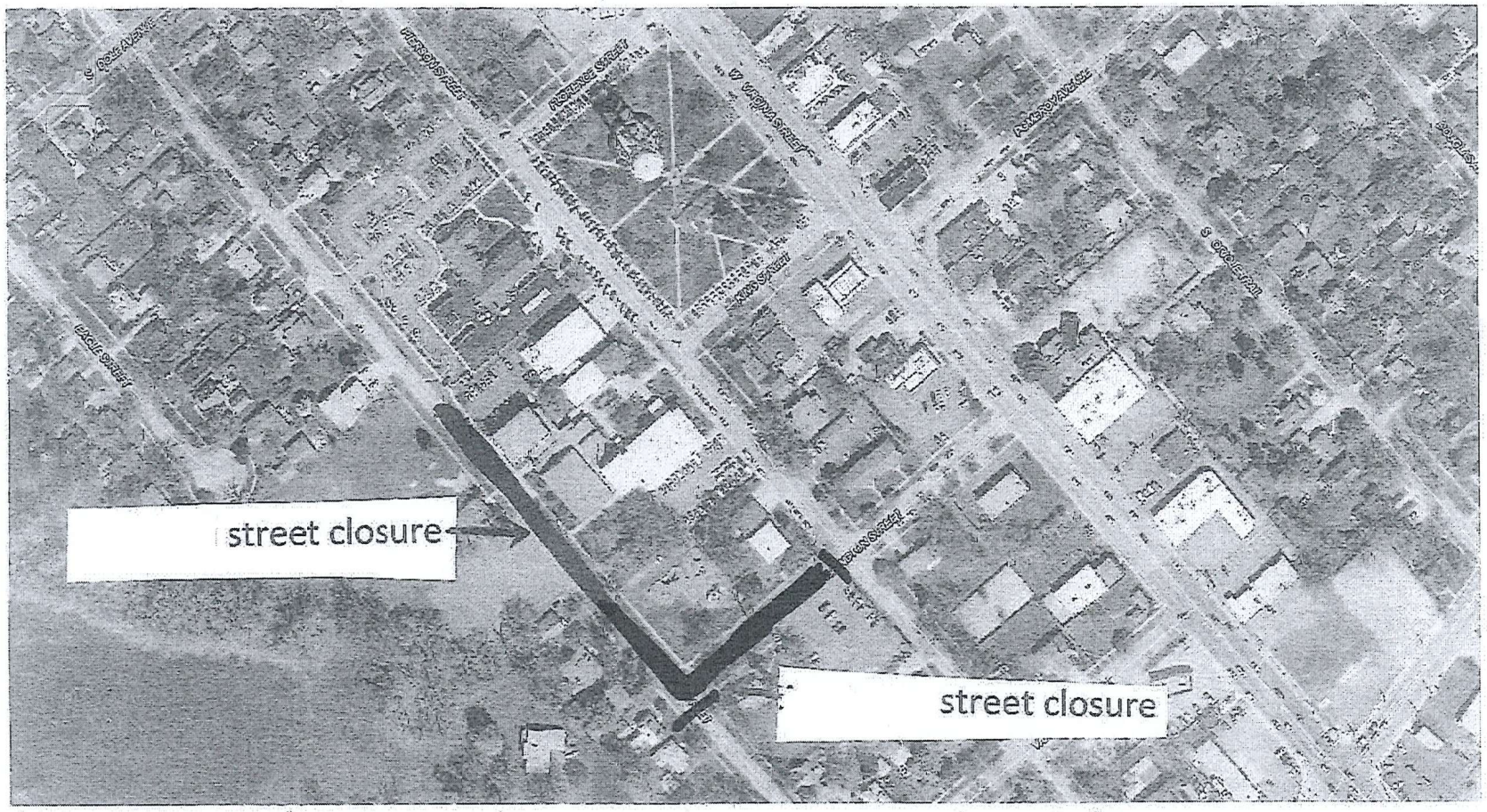
STAFF USE ONLY

Assigned City Department: _____

Assigned City Staff Liaison: _____

Meeting with Event Organizer Required: ☐ Yes ☐ No

City Council Approval Required: ☐ Yes ☐ No


street closure
street closure

Google Maps 498 Lake St

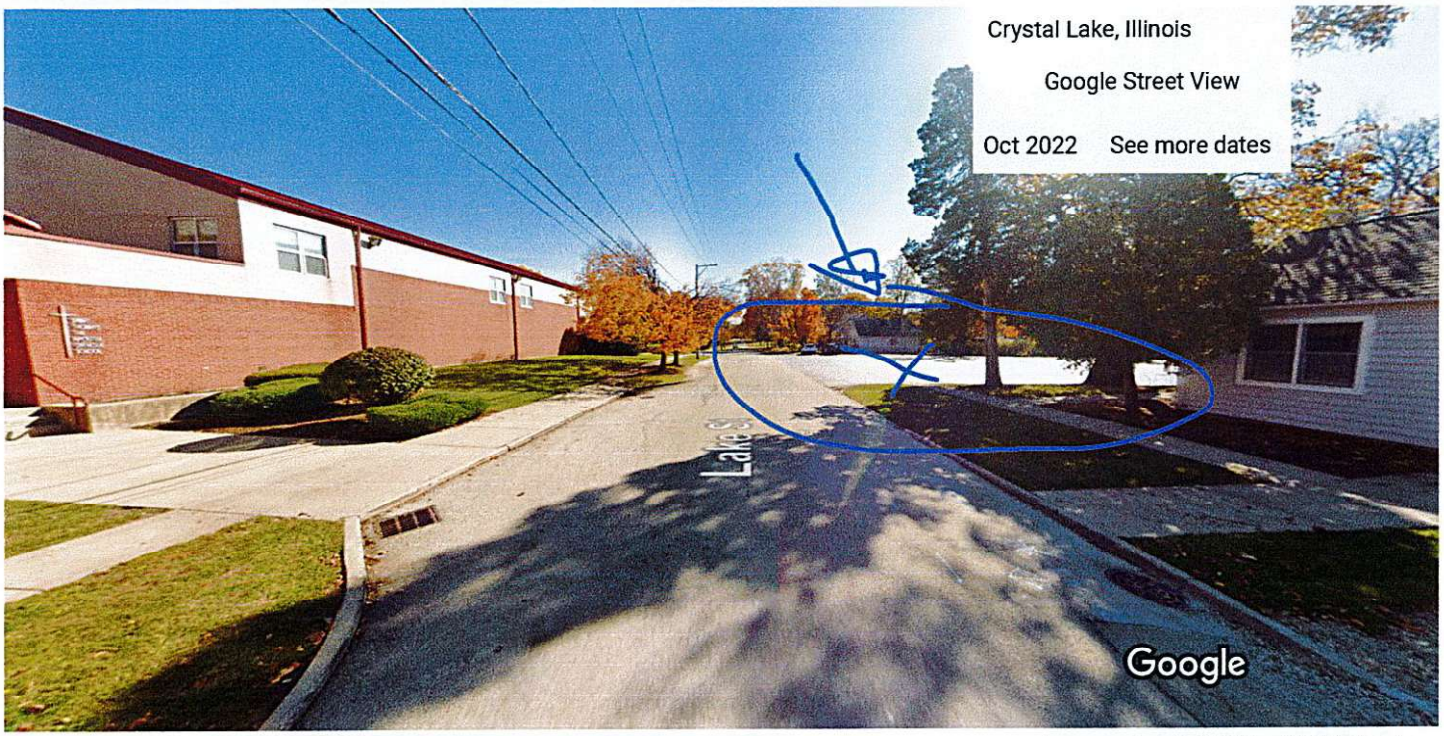
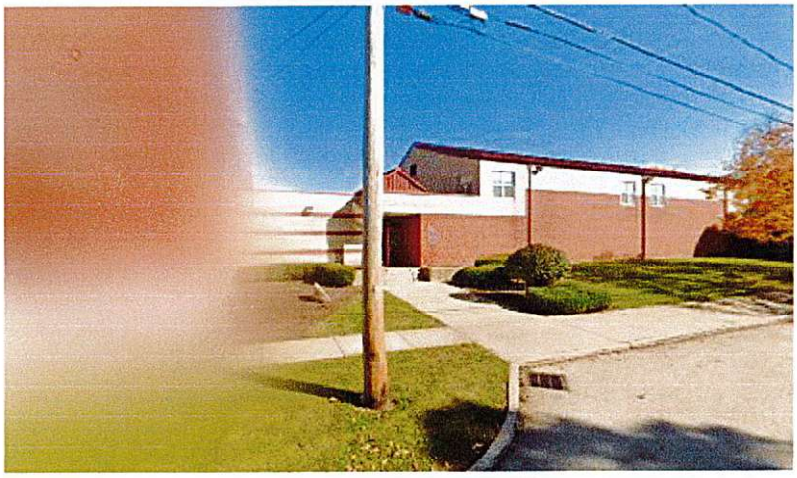


Image capture: Oct 2022 © 2024 Google



265 King St

Building

Directions Save Nearby Send to phone Share

265 King St, Crystal Lake, IL 60014

Photos

Google Maps 486 Lake St

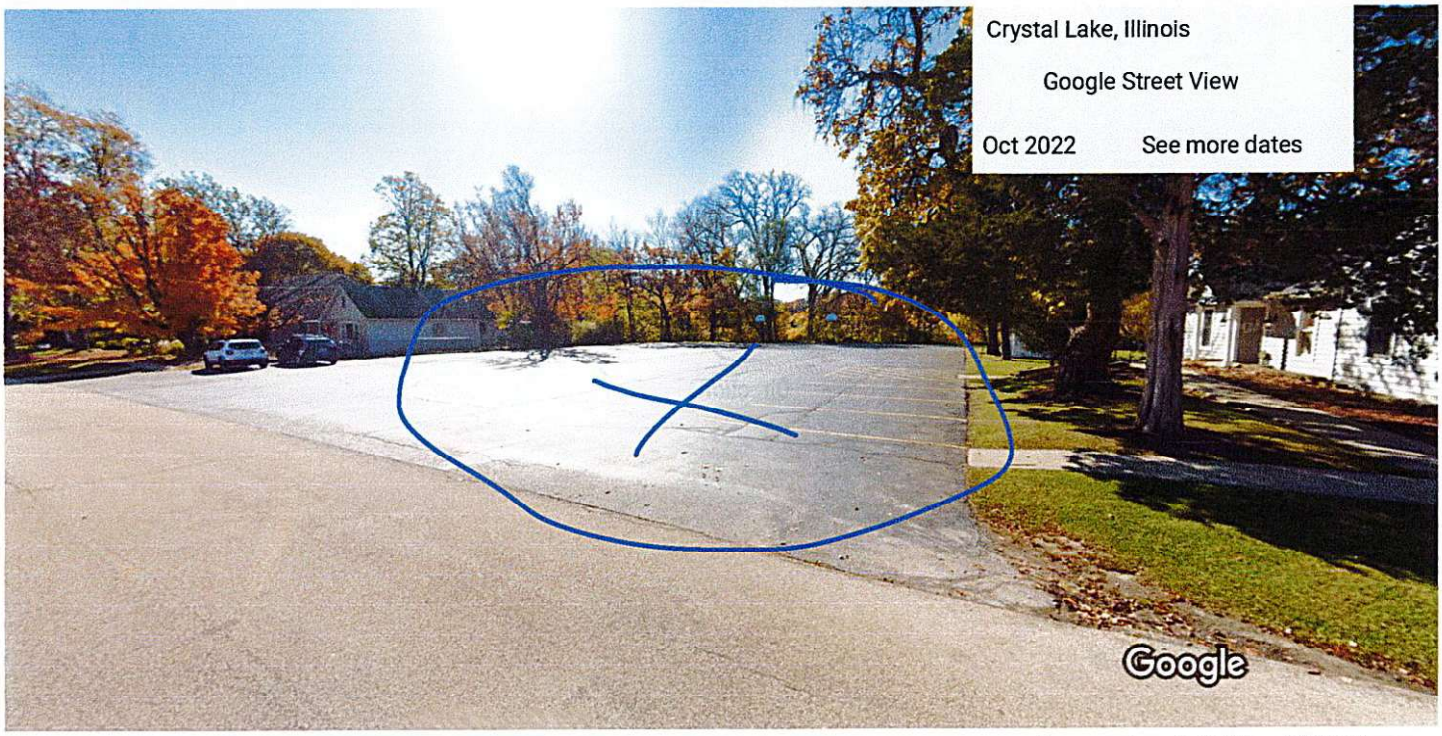
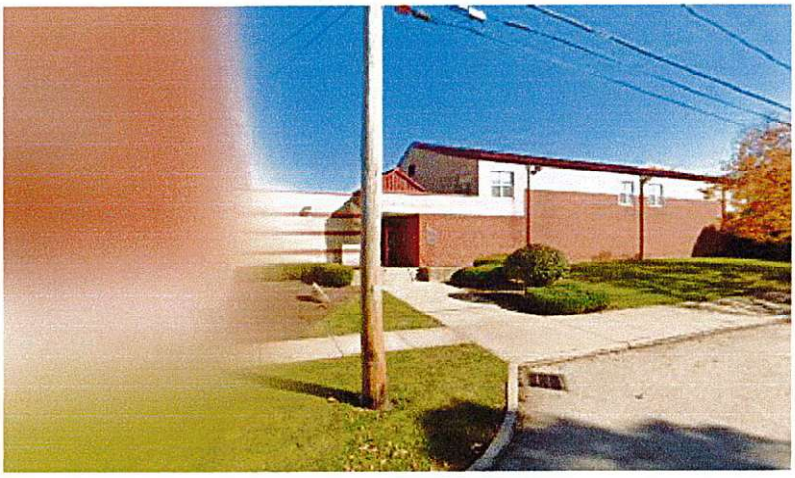


Image capture: Oct 2022 © 2024 Google



265 King St

Building

Directions Save Nearby Send to phone Share

265 King St, Crystal Lake, IL 60014

Photos

Agenda Item No: 10

City Council
Agenda Supplement

Meeting Date: March 18, 2025

Item: Special Event Request of Walk to End Alzheimer's,Closure of Williams Street (between Woodstock Street and Crystal Lake Avenue) and Police Assistance Fee Waiver – October 5, 2025

Staff Recommendation: Motion to approve the application for a Special Event for the Walk to End Alzheimer's to be held on October 5, 2025, including Street Closures, pursuant to the recommended staff conditions listed, and waiver of the Police Department chargeback fees ($3,909.47)

Staff Contact: Kathryn Cowlin, Director of Community Development
Victoria Wojcik, Community Development Analyst

Background:
This is a request to hold the Walk to End Alzheimer's in Crystal Lake. The event is planned for Sunday, October 5, 2025. The walk will begin at 8:00 a.m. and finish at approximately 11:30 a.m. on Williams Street. The Walk is an annual event taking place in 600 communities nationwide. The Walk to End Alzheimer's is the largest event to raise funds for Alzheimer's care, support, and research. The event will consist of a walk throughout Downtown Crystal Lake, utilizing street closures and sidewalks, a stage set up for a ceremony, children's activities, including face painting, balloon artists, and costumed characters. The event organizers have been in contact with, and received support from, the Downtown Crystal Lake association.

The organizers are requesting the following as part of a new route for this year's event:

- The closure of Williams Street from Woodstock Street to Crystal Lake Avenue beginning at 6 a.m. and ending at 12:00 p.m. The starting line, stage, and area for children's activities will be held on this closed section of Williams Street.
- The following roads will be closed starting at about 9:30 a.m. for the walk route and will open when the route clears at about 11:00 a.m.
    a. Williams Street from Crystal Lake Ave to Esther St.
    b. Esther Street, east to the Prairie Path, southbound to Teckler. Boulevard

c. Teckler Boulevard westbound, to Pathway Court going north.
d. At Pathway Court, the course will reverse, ending back at the Williams Street starting point.

- Assistance from the Crystal Lake Police Department along the walking route. The organizer is requesting that the City of Crystal Lake provide police services at key intersection crossings, the donation tent, and in the activities area. The recommended number of police officers and volunteers for the event have been determined by the Police Department. Volunteers will be stationed along the walking route to assist with safety and direction only. The Police Department has determined that the chargeback fee will be approximately $3,909.47.

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

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

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

1) Do not block sidewalks with items for the event.
2) Streets are not to be marked with paint or any permanent materials.
3) The volunteers must carry cellular phones or radios to contact 911 in case of an emergency. Volunteers are not to direct traffic.
4) The event organizers must coordinate with the Crystal Lake Police regarding assistance during the event. Please contact the Police Department by September 1, 2025, to determine/arrange for police officers for traffic control.
5) City-owned barricades must be used to block off the street closure sections. Barricades must be placed to allow access to existing crosswalks. A Barricade Borrowing Application and Hold Harmless agreement are on file with the City.
6) Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum required widths and clearances shall be maintained at all times. Emergency vehicle access must be maintained throughout the event. Items should not be placed on the roadway to prohibit access.
7) Barricades shall be placed so that emergency response personnel are capable of moving them if emergency response vehicles need access.
8) An access lane of no less than 20-feet must be maintained for emergency vehicles access to Williams Street and other streets in the area to be barricaded.
9) Tents having an area exceeding 400 square feet (700 square feet with open sides) shall require a permit in accordance with (2018) IFC Section 3103.2. Please contact the Fire Rescue Department (815-356-3640) if utilizing a tent that shall require a permit.
10) All electrical equipment shall be listed/labeled for outdoor use and shall comply with NFPA 70.
11) A weather monitoring person is required during the event and an emergency plan shall be in place in the event of severe weather.
12) All debris created by the event must be cleaned up during and after the event.

13) Petitioner must adhere to the required City insurance provisions for the use of City-owned property by providing a certificate of insurance naming the City as additional insured. This must be provided by September 1, 2025.
14) McHenry County Conservation District approval to use a portion of the Prairie Trail must be submitted before September 1, 2025.
15) Promotional banners and signage were not included with this request. Any temporary signage/banner requires a Limited Duration sign permit through Community Development Department.
16) In the case of inclement weather, an alternate date can be approved by the City Manager.

The applicant has been made aware of these recommended conditions and advised to attend the March 18, 2025 City Council meeting to answer any questions.

Votes Required to Pass:
Simple majority vote

City of Crystal Lake
Special Event Permit Application

Office use only
Case No: _____
Date Submitted: _____

General Information

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

Type of Event:

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

Location of Event: Downtown Crystal Lake

Date(s) of Event: Sunday, October 5 Hours of Event: 6am to 12pm Estimated attendance: 900

Petitioner Information

Name Taylor Adolphson

Address: 521 Frances Ave

Loves Park, IL 61111

Telephone: [redacted]

E-mail: taadolphson@alz.org

Owner Information (if different)

Name _____

Address: _____

_____

Telephone: _____

E-mail: _____

Event Web site: act.alz.org/mchenrycounty

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

Event Details

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Acknowledgements and Certification

By signing below, I certify the following:

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

Organizer (Print & Sign name) Taylor Adolphson Taylor Adolphson *Date* 2/4/2025

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

WALK TO END ALZHEIMER'S
ALZHEIMER'S ASSOCIATION

alz.org/walk

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

To whom it may concern,

The planning committee for the 2025 McHenry County Walk to End Alzheimer's and staff partner at the Alzheimer's Association, Taylor Adolphson, would like to request approval to **walk in city streets during this year's fundraising walk on Sunday, October 5, 2025.**

Similar to a parade, we'd request that the streets of the Walk route only be closed for the duration that it takes all participants to finish the route. I've included a map of the proposed route, but we are open to adjustments or suggestions from the City and Crystal Lake Police Dept. if it believed there is a better and/ or safer route for the participants.

Just over 800 participants walked for the event in 2024 and we are anticipating 950+ participants in 2025. There have been many requests received from 2023-2024 participants to be able to walk in the streets as they found the sidewalks to be too narrow to walk comfortably and safely. It was also noted by volunteers and participants that the walk took much longer because participants could not walk at their own pace.

We believe that utilizing the city streets for the Walk is the safest and most comfortable option for the participants attending this impactful fundraising and awareness event.

Thank you for your consideration,

Taylor Adolphson
Senior Manager, Walk to End Alzheimer's

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

Stage Specifications and Assembly Instruction:

A 4x8x16" Stage is rented from and assembled by Lakeshore Athletic Services

Description of Entertainment Activities:

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

Crystal Lake Police Detail

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

Parking

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

WALK TO END ALZHEIMER'S
ALZHEIMER'S ASSOCIATION

alz.org/walk

Laurrie,

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

Taylor Adolphson
Manager, Walk to End Alzheimer's

ALZHEIMER'S ASSOCIATION

Taylor Adolphson <taadolphson@alz.org>

[SUSPECTED SPAM] Sorry for the delay!

1 message

Executive Director <info@downtowncl.org> Wed, Jan 15, 2025 at 9:58 AM
To: Taylor Adolphson <taadolphson@alz.org>

Hello Taylor,

So sorry for the delayed response! Katie forwarded your message and I bizarrely responded to her email address instead of yours.

Thanks for reaching out and sharing about the Walk to End Alzhimer's - I'm so happy to hear it's been such a success and that the Downtown has served as a good location for it!

I'm happy to support the walk on October 5. Would you like me to write a letter of support?

--

DOWNTOWN CRYSTAL LAKE

Joy Neal
Executive Director
Downtown Crystal Lake/Main Street
815-479-0835
www.downtowncl.org


Grant
edict's La Strata
vke Partners
- Keller Wil...
l estate agency
Enclave Crystal Lake
Pet Friendly
E Cryst
Paddock St
Friendship House
Franklin Ave
G&M Manufacturing
Corporation
S Main St
Esther St
Esther St
ontinental Little League
Hill Dr
Camfil USA, Inc
S Main St
Lifeti
Contact
anuel
School
Parkway Ct
U.S. Bank Branch
Nort
Rec
Congress Pkwy

Agenda Item No: 11

City Council
Agenda Supplement

Meeting Date: March 18, 2024

Item: City Code Amendment to Increase the Number of Class 13 Liquor Licenses – Applicant: Clake Gas Station LLC, d/b/a Mobil, located at 451 W. Virginia Street

Staff Recommendation: Motion to adopt an Ordinance increasing the number of Class 13 liquor licenses from the currently permitted 37 licenses to 38 licenses, in order to allow for the issuance of a new Class 13 liquor license to Clake Gas Station LLC, d/b/a Mobil, located at 451 W. Virginia Street

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

Background:
Clake Gas Station LLC, d/b/a Mobil, located at 451 W. Virginia Street, is under new ownership, and has requested a Class 13 liquor license to sell packaged alcohol at their location.

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

Current Class 13 License Holders:

Name	Address	Zoning
7-Eleven	60 W. Terra Cotta (Northside Center)	"O PUD"
7-Eleven	1024 McHenry Ave.	"B-1 PUD"
7-Eleven	6225 Northwest Highway	"B-1 PUD"
Casey's	1095 Pyott Road	"B-2 PUD"
Casey's General Stores	639 E. Terra Cotta Ave.	"B-2"
Casey's #3983	4220 Northwest Highway	"B-2"
Circle K	220 W. Virginia	"B-2"
Circle K	280 N. Route 31	"B-2 PUD"
Circle K	681 W. Terra Cotta	"B-2"
Convenient Liquor & Wine	201 E. Virginia	"B-2"
Cost Plus World Market	6000 Northwest Highway (Crystal Point)	"B-2 PUD"
Crystal Lake Food & Liquor	540 E. Terra Cotta Avenue	"B-2 PUD"

Crystal Lake Gas (Marathon)	770 S. Virginia Road	"B-2"
Crystal Lake BP	281 W Virginia Street	"B-2"
Crystal Lake Amoco	339 W. Virginia	"B-2"
CVS Pharmacy	1305 Randall Road	"B-2 PUD"
CVS Pharmacy	177 W. Virginia	"B-2"
Fresh Market	6000 Northwest Highway	"B-2 PUD"
Fresh Thyme Farmer's Market	5340 Northwest Highway	"B-2 PUD"
Nick's General Store/Yoga on Lake	1309 North Avenue	"R-2"
LaRosita of Mesos Group, Inc.	230 W Virginia Street, Unit 00	"B-2"
Midwest Petroleum Dev.	7615 U.S. Route 14 (by McDonald's)	"B-2"
Mobil Mart	250 N. Route 31	"B-2"
Murphy's Oil	985 Central Park Drive	"B-2 PUD"
Oak Street Food & Liquor	256 N. Oak Street	"B-1"
Off The Vine	129 N. Main Street	"B-4"
Phillips 66	415 W. Virginia Street	
Baard Gas Station/Shell #801	4811 Northwest Highway	"B-2"
Osco Drug	6140 Northwest Highway (The Commons S.C.)	"B-2 PUD"
RJ Pantry & Liquor	19 E. Berkshire Drive	"B-1 PUD"
Sam's Club	5670 Northwest Highway	"B-2 PUD"
Target	5580 Northwest Highway	"B-2 PUD"
Thornton's LLC	911 Tek Drive	
Walgreens	151 W. Northwest Highway	"B-2"
Walgreens	315 N. Route 31	"B-2 PUD"
WalMart	1205 Route 31	"B-2 PUD"
KD Market	29 Crystal Lake Plaza	"B-2 PUD"

There are no zoning issues with the request.

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

- Pending background check results
- Copy of Lease
- Payment of prorated license fee

The attached Ordinance approves an increase in the number of Class 13 liquor licenses in order to allow the creation the issuance of a new Class 13 liquor license for Clake Gas Station LLC, d/b/a Mobil, located at 451 W. Virginia Street.

Votes Required to Pass:
Simple majority

Ord. No.
File No. 255 L

The City of Crystal Lake

AN ORDINANCE AMENDING THE CODE OF THE CITY OF CRYSTAL LAKE

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

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

1. Class 13 License shall be increased from 37 to 38.

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 18th day of March 2025.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: March 18, 2025
APPROVED: March 18, 2025

Draft

Dhruv Patel
451 W Virginia St
Crystal Lake, IL 60014
[redacted]
3/10/2025

To
Mayor Haig Haleblain
100 W Woodstock St
Crystal Lake, IL 60014

Subject: Request for Liquor License Approval

Dear Mayor Haleblain,

I hope this letter finds you well. I am writing to formally request your approval for a liquor license for my establishment, Clake Gas Station LLC, located at 451 W Virginia St Crystal Lake, IL 60014.

Our business aims to provide a responsible and enjoyable environment for patrons, adhering to all local and state regulations regarding the sale of alcoholic beverages. We are committed to promoting responsible alcohol consumption and ensuring compliance with all legal requirements.

Our company also owns Crystal Lake Food Mart on 4811 Northwest hwy Crystal Lake, IL where we sell packaged alcoholic beverages.

I have enclosed all the necessary documents, including an Affidavit, Background check, certificate of insurance, and surety bond as required by the licensing authority. I would appreciate your support in facilitating the approval process and would be happy to provide any additional information if needed.

Thank you for your time and consideration. I look forward to your positive response. Please feel free to contact me at [redacted] or [redacted] should you require any further information.

Sincerely,
Dhruv Patel

LL25-000002
Liquor License

Applicant Name	Dhruv Patel
Applicant Email	[redacted]
Applicant Address	3400 Hillside Ct. Woodridg IL 60517
Applicant Company Name	Clake Gas Station LLC
Applicant Company Address	451 W. Virginia Street Crystal Lake IL 60012
Applicant Home Phone	
Applicant Cell Phone	
Applicant Work Phone	
Application Type	New
License Classification	Class 13
Do you have a Class 28 Supplemental Liquor License	No
Legal Name	Clake Gas Station LLC
DBA	Mobil
Phone Number	[redacted]
Contact Person Name	Dhruv Patel
Contact Person Email	[redacted]
Contact Person Address	3400 Hillside Ct. Woodridg IL 60517
Contact Person Company Name	Clake Gas Station LLC
Contact Person Company Address	451 W. Virginia Street Crystal Lake IL 60012
Contact Person Home Phone	
Contact Person Cell Phone	
Contact Person Work Phone	
Manager Name	Dhruv Patel
Manager Email	[redacted]
Manager Address	3400 Hillside Ct. Woodridg IL 60517
Manager Company Name	Clake Gas Station LLC
Manager Company Address	451 W. Virginia Street Crystal Lake IL 60012
Manager Home Phone	
Manager Cell Phone	
Manager Work Phone	
Manager Status	Current Manager
Officer Full Name and Title	Dhruv M Patel

Home Address	3400 Hillside Ct woodridge, IL 60517
Does this officer have a middle initial?	1
Phone Number	[redacted]
Email	
Officer Full Name and Title	NA
Does this officer have a middle initial?	1
Home Address	NA
Phone Number	NA
Email	NA
Does this officer have a middle initial?	0
Is this for a new construction?	No
Own or Lease	Lease
Name of Lessor	Clake Gas Station LLC
Address of Lessor	451 W Virginia St
Period Covered by Lease	3-1-2030
Has applicant made application for a similar license for premises other than described in this application?	No
Has a previous license by any state or subdivision, or the federal government been revoked?	No
xHas applicant (including any partner, officer, manager, member or director, or any stockholder holding in the aggregate more than a 5% ownership interest in the applicant), ever been convicted of a f	No
Has applicant (including any partners, directors, or officers), ever been convicted of a felony under any Federal or State law and would be disqualified to receive a license by reason of any matter or	No
Does the applicant agree not to allow gambling devices or gambling on the premises?	Yes

(Except for those license holders that hold a supplemental Class 28 Liquor License)	
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.	Yes
The applicant authorizes the establishment manager to accept all notices, including notices of violations or notices of hearings, on applicant's behalf.	1
Each licensee at all times have available for inspection by the City on the licensed premises, a copy of the current certification of completion of BASSET training, issued by a BASSET training provide	1
No licensee, manager of other employee of an establishment covered under the provisions of this chapter shall serve, vend or check identification unless such a licensee, manager or other employee poss	1
Employees hired by licensed establishments will obtain BASSET certification issued by a BASSET training provider, licensed by the Illinois Liquor Control Commission, within 90 days of their employment	1
Applicant lives (select one)	in the State of Illinois but outside of Crystal Lake
Liquor Liability Insurance Expiration	02/01/2026
Is your Surety Bond Continuous?	No
Surety Bond Expiration	03/04/2026
Check this box to confirm above statement	1
Payment Type	Full Amount

Background Request Letter: Backgroud Clake.pdf

Letter to the Mayor and City Council requesting approval of the issuance of a Liquor License to applicant: Mayor Letter.pdf
Owner / Registered Agent Signature: signature.png
Proof of Liquor Liability Insurance: Certificate+Of+Liability+Insurance+City.pdf
Surety Bond ($1000 payable to City of Crystal Lake): FILE_0278.pdf
System Email: Online Application Received.htm
System Email: Online Payment Received.htm
System Email: Your citizenserve application status has changed.htm
Upload Certificate of Occupancy Click Here for form: f2386e9d-98c3-4a1f-a115-80a12362b3d1.jpg
Upload signed affidavit Click Here for form: Affidavit.pdf

AFFIDAVIT

STATE OF Illinois)
) **SS**
COUNTY OF Lake)

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:

Dhruv Patel — Owner
Printed Full Name Title

Dr Patel — 3-10-25
Applicant Signature Date

Printed Full Name Title

Applicant Signature Date

Subscribed and sworn to before me this

10th day of March, 2025.

Jack M. Carrizales
Notary Public

My commission expires: 11.23.2025

(SEAL)

JACOB M CARRIZALES
Official Seal
Notary Public - State of Illinois
My Commission Expires Nov 23, 2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/24/2025

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

PRODUCER	CONTACT NAME: Hemant Shah	
Innovative Insurance Solutions Agency, Inc. 953 N Plum Grove Unit B Schaumburg 60173	PHONE (A/C, No, Ext): (847) 278-7230 FAX (A/C, No): (847) 278-7400 E-MAIL ADDRESS: commercial@iinsurebusiness.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Three by Berkshire Hathaway Direct Insurance Company	
INSURED CLAKE GAS STATION LLC 451 W VIRGINIA ST CRYSTAL LAKE IL 60014	INSURER B :	
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			QIL6QTCK98	02/21/2025	02/21/2026	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 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			QIL6QTCK98	02/21/2025	02/21/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $1M/$3M $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Liquor Liability			QIL6QTCK98	02/21/2025	02/21/2026	Limit	$1,000,000

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

Proof Only.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Hemant Shah

© 1988-2015 ACORD CORPORATION. All rights reserved.

BOND
(License or Permit - Definite Term)

Bond No. SU 7116191-0000

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, CLAKE GAS STATION LLC, as Principal, and Arch Insurance Company, a corporation duly incorporated under the laws of the State of Missouri and authorized to do business in the state of Illinois, as Surety, are held and firmly bound unto City of Crystal Lake, IL, as Obligee, in the penal sum of One Thousand Dollars ($1,000) Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

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

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

This bond is for a definite term beginning 03/04/2025, and ending 03/04/2026, and may be continued at the option of the Surety by Continuation Certificate.

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

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

SIGNED, SEALED AND DATED this 03/04/2025.

CLAKE GAS STATION LLC

By: _____
Principal

Arch Insurance Company

By: _____
Christopher Kolger — Attorney-in-Fact

Arch Insurance Company CORPORATE SEAL 1971 Missouri

S-2151B (6/10)

AIC 0000348983

Bond SU 7116191-0000

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Aaron Steffey and Chris Kolger of Houston, TX (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Million Five Hundred Thousand Dollars (1,500,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 11, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 11, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 11, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **23rd day of May, 2022**

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company
CORPORATE SEAL 1971
Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
MICHELE TRIPODI, Notary Public
Philadelphia County
My Commission Expires July 31, 2025
Commission Number 1168622

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION 7

I, **Regan A. Shulman** , Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated August 6, 2021** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 4th **day of** March **, 20**25.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

Arch Insurance Company
CORPORATE SEAL 1971
Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: March 18, 2025

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Request: Final Planned Unit Development Amendment to allow changes to the exterior façade and a sign variation to add 461.25 square feet of signage for a red accent tower

Yury Dyachenko, applicant
6120 Northwest Highway

PZC Recommendation: To approve the Planning and Zoning Commission (PZC) recommendation and adopt an Ordinance granting the Planned Unit Development Amendment at 6120 Northwest Highway

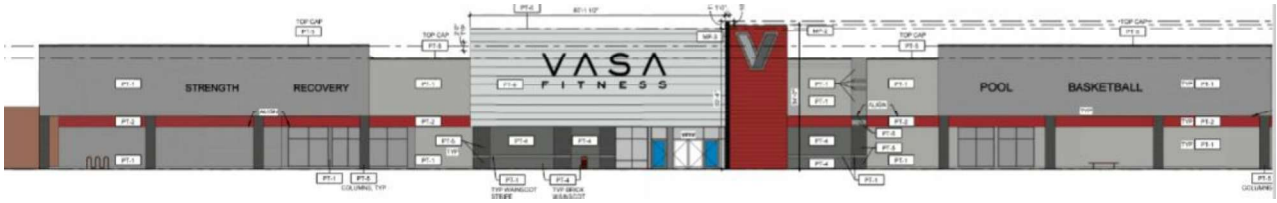
Staff Contact: Kathryn Cowlin, Director of Community Development
Elizabeth Maxwell, City Planner

Background:

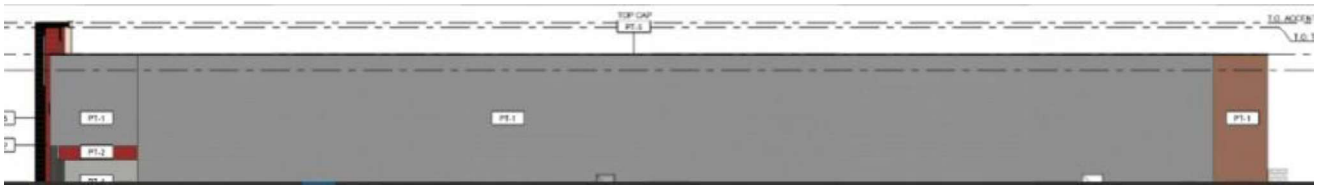
- Request: The project was approved as a planned unit development. Changes to the approved architecture, as well as variations from the UDO require a PUD amendment. This request is for a Final Planned Unit Development Amendment to allow changes to the exterior façade and a sign variation to add 461.25 square feet of signage for a red accent tower.
- Land Use: The land use map shows the area as Commerce. This is an appropriate land use designation for the fitness facility.
- Zoning: The site is zoned B-2 PUD General Commercial Planned Unit Development. This is the appropriate zoning for the fitness facility.
- Previous Approvals:
  - Original tenants were Toys R Us and Marshalls. They received a sign variation to allow 150 square feet of signage each on the front façade. Toys R Us also received 128 square feet of signage on the side elevation.
  - Burlington Coat Factory moved in and altered the elevations with new EIFS in tan and beige. They used the existing allowable signage square footage.
- Staff Analysis: Staff worked with the petitioner to make changes to their typical corporate elevations. They reduced the grey color leaving the bricks intact. The revised elevation matches the center and meets the UDO design standards.

Original Elevation

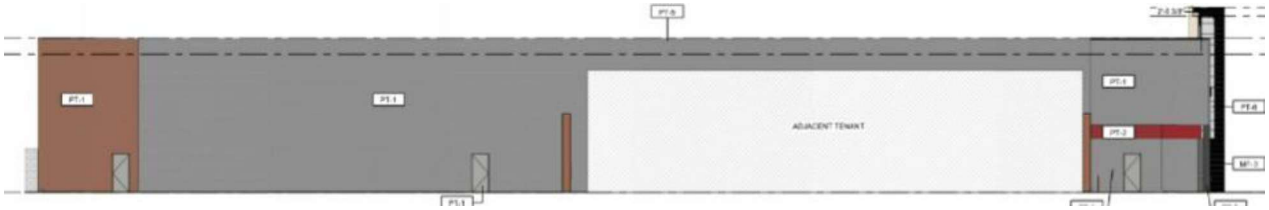
Front elevation



Facing Route 14

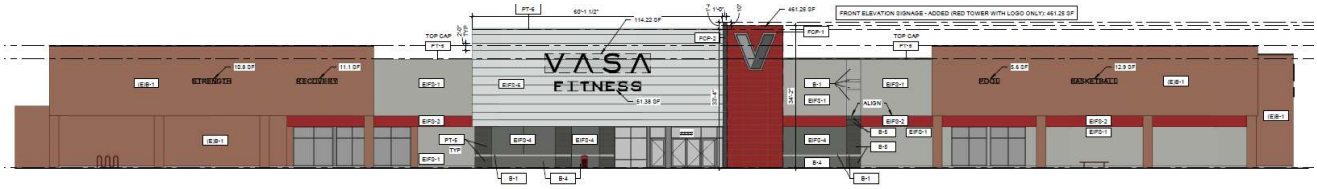


Facing Interior S. Commons Drive

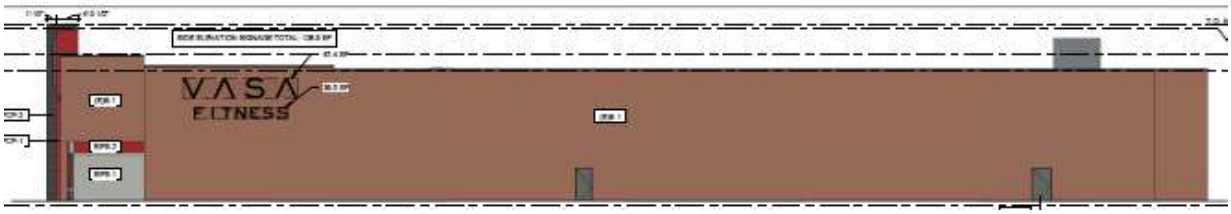


Revised Elevation presented for Planning and Zoning Commission and City Council review.

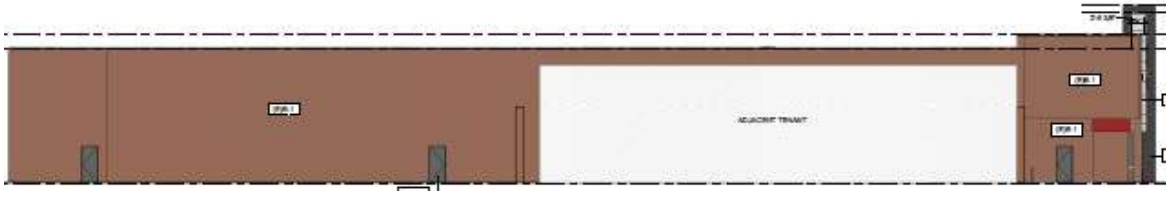
Front Elevation



Facing Route 14



Facing Interior S. Commons Drive



PZC Highlights:

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

- The PZC was mixed on the red color for the accent tower. They did not want the look of corporate architecture.
- They welcomed the new user to the City.
- The PZC felt the request met the Findings of Fact.

The Planning and Zoning Commission recommended **approval (4-2)** of the petitioner's request.

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (VASA Fitness, received 02/12/25)
   B. Elevations (Farnsworth Group, dated 02/12/25, received 02/12/25)

2. Replace any dead or dying landscape in the parking lot area.

3. The petitioner must address all of the review comments and requirements of the Fire, Public Works and Engineering, and Community Development Departments.

Votes Required to Pass: A simple majority vote

Acknowledgement Form

Regarding the PUD Amendment and Sign Variation at 6120 Northwest Highway for VASA, please check one of the choices and sign below.

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

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

_____

_____

Petitioner's Name: _____ Date: 03/06/2025
Signature

Recommended Conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (VASA Fitness, received 02/12/25)
   B. Elevations (Farnsworth Group, dated 02/12/25, received 02/12/25)

2. Replace any dead or dying landscape in the parking lot area.

3. The petitioner must address all of the review comments and requirements of the Fire, Public Works and Engineering, and Community Development Departments.

PIQ MAP
6120 Northwest Highway



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A FINAL PLANNED UNIT DEVELOPMENT AMENDMENT TO ALLOW CHANGES TO THE EXTERIOR FAÇADE AND A SIGN VARIATION TO ADD 461.25 SQUARE FEET OF SIGNAGE FOR A RED ACCENT TOWER FOR VASA FITNESS AT 6120 NORTHWEST HIGHWAY

WHEREAS, pursuant to the terms of a Petition (File #PLN-2025-22) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested Final Planned Unit Development Amendment to allow changes to the exterior façade and a sign variation to add 461.25 square feet of signage for a red accent tower for VASA Fitness at 6120 Northwest Highway; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on February 14, 2025 in the Northwest Herald, held a public hearing at 7:00 p.m., on March 5, 2025 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Final Planned Unit Development Amendment and Sign Variation; and

WHEREAS, on March 5, 2025, the Planning and Zoning Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as required by law and recommended to the Mayor and City Council of the City of Crystal Lake that the proposed Final Planned Unit Development Amendment and Sign Variation be approved, as documented in the minutes, and

WHEREAS, it is in the best interests of the CITY OF CRYSTAL LAKE that the Final Planned Unit Development Amendment and Sign Variation be issued as requested in said Petition.

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

Section I: That an amendment to the Final Planned Unit Development Amendment to allow changes to the exterior façade and a sign variation to add 461.25 square feet of signage for a red accent tower (19-05-477-003), Crystal Lake, Illinois is hereby approved.

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (VASA Fitness, received 02/12/25)
   B. Elevations (Farnsworth Group, dated 02/12/25, received 02/12/25)

2. Replace any dead or dying landscape in the parking lot area.

Draft

3. The petitioner must address all of the review comments and requirements of the Fire, Public Works and Engineering, and Community Development Departments.

Section III: That the City Clerk be and is hereby directed that all pertinent records of the City of Crystal Lake be amended to show the issuance of a Planned Unit Development Amendment and Sign Variation in accordance with the provisions of this Ordinance, as provided by law.

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

DATED at Crystal Lake, Illinois, this 18th day of March, 2025.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
CITY CLERK

Passed: March 18, 2025
Approved: March 18, 2025

Draft

#2025-22
VASA – Commons Shopping Center PUD Amendment
Project Review for Planning and Zoning Commission

Meeting Date: March 5, 2025

Request: Final Planned Unit Development Amendment to allow changes to the exterior façade and a sign variation to add 461.25 square feet of signage for a red accent tower

Location: 6120 Northwest Highway

Acreage: Approximately 63,120 square feet

Existing Zoning: B-2 PUD General Commercial

Surrounding Properties:
North: B-2 PUD General Commercial
South: B-2 PUD General Commercial
East: B-2 PUD General Commercial
West: B-2 PUD General Commercial

Staff Contact: Elizabeth Maxwell (815.356.3615)

Background:

- The Commons Shopping Center previously had Toys R Us and Marshalls department store filling this end big box space. As those closed, Burlington Coat Factory took both spaces. Burlington has since moved to Crystal Point Center at 5786 Northwest Highway.
- The Toys R Us and Marshalls were granted 150 square feet of signage each on the front façade. Toys R Us was granted another 128 square feet for the side. Burlington was allowed to use this same square footage. VASA is allowed the same square footage.

Development Analysis:

Land Use/Zoning

- The site is zoned B-2 PUD General Commercial Planned Unit Development. This is the appropriate zoning for the fitness facility.
- The land use map shows the area as Commerce. This is an appropriate land use designation for the fitness facility.
- The project was approved as a planned unit development. Changes to the approved architecture, as well as variations from the UDO require a PUD amendment.

Architecture/Elevations:

- The current façade is framed on both ends by a red brick. This is the same brick on the posts and other facades that reoccur through this side of the shopping center.
- The center portion was refaced with tan and cream stucco and brick columns for Burlington.
- Renovations to a building comprising 50% or more of the façade area shall meet the design standards.



- The proposed changes include painting the EIFS to a grey color scheme. There is also a red horizontal stripe. They are retaining the natural brick on both ends.
- The main center façade will Fiber Cement Panels colored Graphite. The storefront below will have Iron Ore painted brick columns and Grizzly Grey EIFS.
- The VASA Red strip helps break up the façade and draws the eye to the red tower element.
- By retaining the brick on both ends and the side elevation, retaining the storefront, creating the base, middle, and top and creating the entry feature they are meeting the design standards.

Signage:

- The entire tenant space signage is 332.9 square feet of text and 461.25 square feet of the red color, totally 794.15 square feet.
- The main sign "VASA Fitness" is 165.6 square feet. The accessory signs are 40.4 square feet. Even with the "V" the front façade is at 257.38 square feet. This is below the 300 square feet allowed.
- The side elevation contains 126.9 square feet. This is below the 128 square feet allowed.
- Since the red tower element is considered signage, this surface area of 461.25 square feet and so requires a sign variation for this additional square footage.

Findings of fact:

FINAL PLANNED UNIT DEVELOPMENT AMENDMENT

The petitioner is requesting approval of a Final Planned Unit Development to allow the changes to the elevations and add a 461.25 square foot red tower, which is considered signage. The purpose of Planned Unit Developments is to encourage and allow more creative and imaginative design of

land developments than is possible under district zoning regulations. Planned Unit Developments are, therefore, intended to allow substantial flexibility in planning and designing a proposal.

This flexibility is often in the form of relief from compliance with conventional zoning ordinance site and design requirements which may otherwise require individual requests and applications for zoning variations.

Ideally, this flexibility results in a development that is better planned, contains more amenities, and is ultimately more desirable than one that would have been produced through compliance with typical zoning ordinance and subdivision controls.

Therefore more lenient site requirements may be granted where the Planned Unit Development contains features not normally required of traditional developments. Although a formal variation request is not required to be made in conjunction with a Planned Unit Development, Staff identifies those aspects of the Planned Unit Development which effectively result in variations from UDO requirements. If the evidence is not found to justify these variations from the UDO that fact shall be reported to the City Council with a recommendation that the variations from the UDO which are proposed as part of the Planned Development be lessened or denied.

The Planned Unit Development proposed by the Petitioner includes the following variation from the UDO:

A) Article 4-1000 Signs to allow the 461.25 square foot red tower.

Comprehensive Land Use Plan 2030 Summary Review:
The Comprehensive Plan designates the subject property as Commerce, which allows for existing and future commercial and service uses. The following goals are applicable to this request:

Land Use - Commerce
Goal: Maintain a dynamic and sustainable base of commercial uses that provides a solid tax base, goods, services and jobs to the City, as well as the surrounding region through coordination in the Unified Development Ordinance, Comprehensive Land Use Plan and Economic Development Strategic Plan.

This can be accomplished with the following supporting action:

Supporting Action: Promote, retain, and attract businesses that provide a diverse tax base.

Success Indicators: The number of new "chain store" occupancies.

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

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (VASA Fitness, received 02/12/25)
   B. Elevations (Farnsworth Group, dated 02/12/25, received 02/12/25)

2. Replace any dead or dying landscape in the parking lot area.

3. The petitioner must address all of the review comments and requirements of the Fire, Public Works and Engineering, and Community Development Departments.

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

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

Owner Information

Name: VASA Fitness, LLC

Address: 6501 E Belleview Ave

Englewood, CO 80111

Phone: 910.209.3061

E-mail: yury.dyachenko@vasafitness.com

Project Name & Description: VASA Fitness

Interior tenant build out of an existing commercial retail space into a fitness center, including exterior building improvements.

Project Address/Location: 6120 A Northwest Hwy, Crystal Lake, IL 60014

Signature

2/11/25

Owner: Print and Sign name Date

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

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, MARCH 5, 2025
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

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

CALL TO ORDER

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

Elizabeth Maxwell, City Planner and Darrell Moore, Assistant City Planner were present from Staff.

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

APPROVE MINUTES OF THE FEBRUARY 19, 2025 PLANNING AND ZONING COMMISSION MEETING

Mr. Skluzacek made a motion to approve the minutes from the February 19, 2025 Planning and Zoning Commission meeting. Ms. Teetsov seconded the motion. On voice vote, members Greenman, Gronow, Mason, Repholz, Skluzacek, and Teetsov voted aye. Motion passed.

2025-22 – 6120 NORTHWEST HIGHWAY- SIMPLIFIED RESIDENTIAL VARIATION

Final Planned Unit Development Amendment to allow changes to the exterior façade and a sign variation to add 461.25 square feet of signage for a red accent tower.

Michelle Dodd, general legal counsel, Yury Dyachenko, Director of Construction, and Brad Nelson, architect were present to represent the petition. Ms. Dodd stated this is a Colorado based company and they have 61 locations in the West and Midwest. Their facilities are 50,000-60,000 square feet. This will be their first one in the northwest Chicago area. The facility is set up to have weights and machines in the center. The outside is for boutique fitness, such as group fitness rooms, a spa, the pool, cardio, and infrared yoga. Their motto is functional fitness they want you to be able to lift your grand kids and carry your groceries.

Mr. Nelson went through the architectural changes and showed pictures of the interior. The red stripe and accent tower are part of their image as it carries through the inside of the space.

Mr. Dyachenko said they offer high value for low price. The gym supports a variety of clientele. The high end membership is $34.99 and the low end is $15.00. They also have a lap pool and aerobics.

Mr. Greenman asked if they were ok with the Conditions of Approval. Ms. Dodd said yes.

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

Staff thanked the petitioner for working with them on the elevations and provided a summary of the proposed exterior changes and why the accent tower was considered signage. Mr. Greenman then asked the commission members for their feedback.

Ms. Mason thanked them for coming to the community. She was glad to hear their model as there are many fitness providers in the City and she wanted to know what set them apart.

Ms. Repholz asked what the red tower was made out of. The petitioner replied a red fiber cement Nichiha panel. Staff provided the Nichiha panel material as what to use. Ms. Repholz said she is not a fan of primary colors, but can see how it works with the elevation. She appreciates the simple type face and the black letters it is easy to read signage.

Mr. Gronow asked if this is their typical elevation style. Mr. Nelson said they dialed it back for Crystal Lake to blend better with the center. Mr. Gronow said he is not a fan, he thinks it looks like a car dealership.

Ms. Teetsov said she likes the boutique classes. There is a lot of red and it makes it look unbalanced. Maybe they can make the column a more natural color, like the grey.

Mr. Skluzacek said he likes it and does not see any problems with their request.

Mr. Greenman asked about the hours of operation. They explained it would be from 5 am to Midnight on week days and 6 am to 10 pm on weekends. He liked the kids' zone. Ms. Dodd said that is a perk for many of the employees that come and teach classes. Mr. Greenman said he is genuinely excited that they are coming here and they provide a great service. He does not like corporate colors and says it really stands out, and he understands that is why it was chosen. He is not so opposed to the tower that he would vote no. He really loves that they did not impact the brick. It is a nice framework on either side and the lettering on the brick looks very sharp.

Mr. Gronow asked what if the tower was grey. The applicants stated that in nearly all locations they always have a red tower as it is part of their identity. The only reason they are before the commission is for the red tower being counted as signage. The rest of the elevation meets all the requirements. They really want the red.

Ms. Teetsov said the black lettering and brick make it look classy, whereas the red does not look high end.

Mr. Greenman said that the petitioner met the Findings of Fact. He asked for a motion on the request.

Ms. Repholz made a motion to approve 2025-22 the Final Planned Unit Development Amendment to allow changes to the exterior façade and a sign variation to add 461.25 square feet of signage for a red accent tower with the following conditions

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (VASA Fitness, received 02/12/25)
   B. Elevations (Farnsworth Group, dated 02/12/25, received 02/12/25)

2. Replace any dead or dying landscape in the parking lot area.

3. The petitioner must address all of the review comments and requirements of the Fire, Public Works and Engineering, and Community Development Departments.

Mr. Skluzacek seconded the motion. On roll call vote Members Greenman, Mason, Repholz, and Skluzacek voted aye. Members Gronow and Teetsov voted no. Motion passed 4-2.

REPORT FROM PLANNING

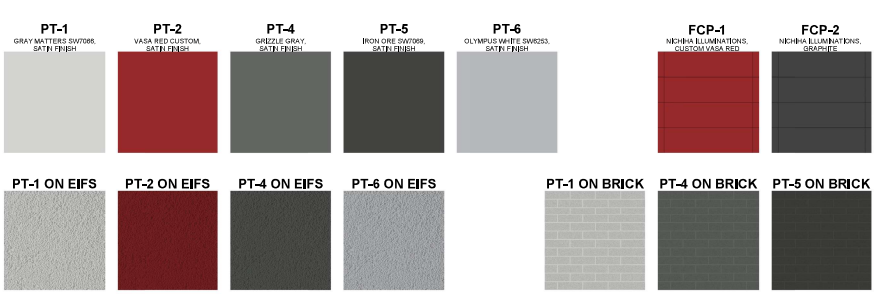
Staff noted the past approvals and the upcoming items. Also introduced was the new Assistant City Planner Darrell Moore who provided some background on his experience. Everyone welcomed him to the City.

COMMENTS FROM THE COMMISSION

None.

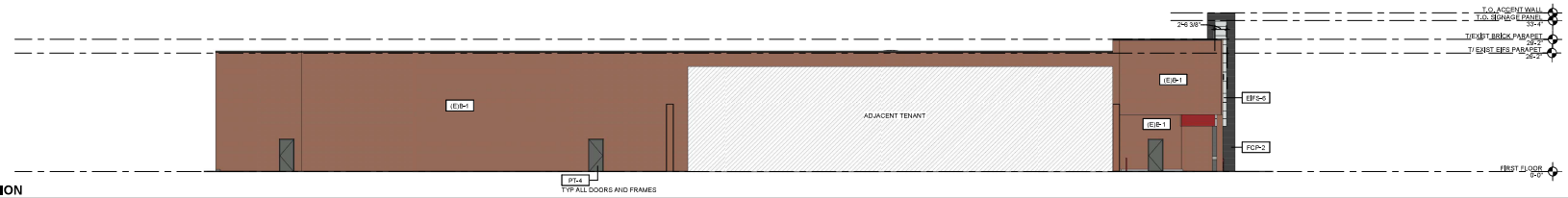
ADJOURNMENT

Ms. Mason made a motion to adjourn the meeting. Mr. Gronow seconded the motion. On voice vote, all members voted aye. The meeting was adjourned at 7:34 p.m.



MATERIAL AND FINISH SCHEDULE - EXTERIOR

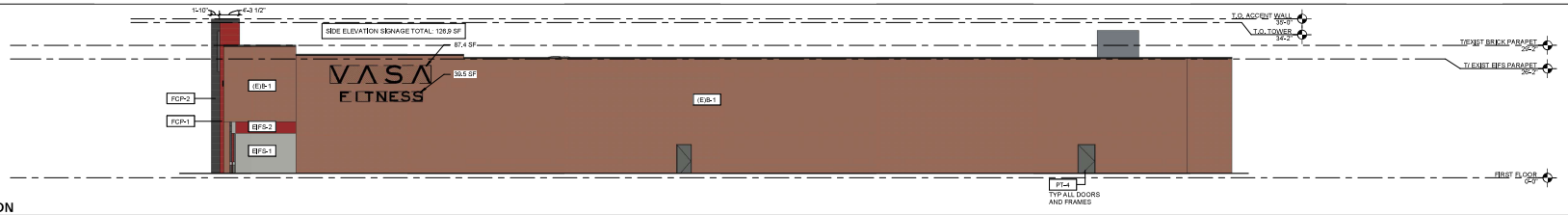
MARK	DESCRIPTION	MANUFACTURER	MODEL #	COLOR	REMARKS
BRICK					
(E)B-1	BRICK	EXISTING	EXISTING	EXISTING	EXISTING BRICK TO REMAIN
B-1	BRICK	SHERWIN WILLIAMS	SW7069	GRAY MATTERS	PAINT ON EXISTING BRICK
B-4	BRICK	SHERWIN WILLIAMS	SW7068	GRIZZLE GRAY	PAINT ON EXISTING BRICK
B-5	BRICK	SHERWIN WILLIAMS	SW7069	IRON ORE	PAINT ON EXISTING BRICK
EIFS					
EIFS-1	EIFS	SHERWIN WILLIAMS	SW7066	GRAY MATTERS	PAINT ON EXISTING EIFS
EIFS-2	EIFS	SHERWIN WILLIAMS	CUSTOM	VASA RED	PAINT ON EXISTING EIFS
EIFS-4	EIFS	SHERWIN WILLIAMS	SW7068	GRIZZLE GRAY	PAINT ON EXISTING EIFS
EIFS-6	EIFS	SHERWIN WILLIAMS	SW6253	OLYMPUS WHITE	PAINT ON NEW EIFS
FIBER CEMENT PANEL					
FCP-1	FIBER CEMENT PANEL	NICHIHA	ILLUMINATION	CUSTOM VASA RED	FIBER CEMENT PANELS, 18" x 72"
FCP-2	FIBER CEMENT PANEL	NICHIHA	ILLUMINATION	GRAPHITE	FIBER CEMENT PANELS, 18" x 72"
PAINT					
PT-1	PAINT	SHERWIN WILLIAMS	SW7066	GRAY MATTERS	EXTERIOR PAINT
PT-2	PAINT	SHERWIN WILLIAMS	CUSTOM	VASA RED	EXTERIOR PAINT
PT-3	PAINT	SHERWIN WILLIAMS	SW7006	EXTRA WHITE	EXTERIOR PAINT
PT-4	PAINT	SHERWIN WILLIAMS	SW7068	GRIZZLE GRAY	EXTERIOR PAINT
PT-5	PAINT	SHERWIN WILLIAMS	SW7069	IRON ORE	EXTERIOR PAINT
PT-6	PAINT	SHERWIN WILLIAMS	SW6253	OLYMPUS WHITE	EXTERIOR PAINT



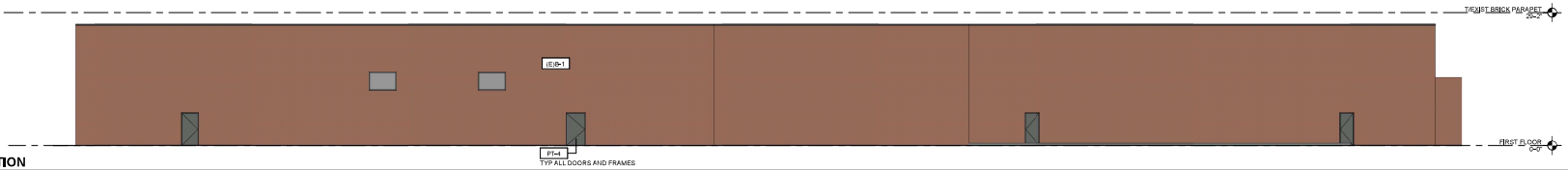
4 WEST ELEVATION
SCALE: 3/32" = 1'-0"



3 SOUTH ELEVATION
SCALE: 3/32" = 1'-0"



2 EAST ELEVATION
SCALE: 3/32" = 1'-0"



1 NORTH ELEVATION
SCALE: 3/32" = 1'-0"

Farnsworth GROUP
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com
www.f-w.com
Engineers | Architects | Surveyors | Scientists

#	DATE:	DESCRIPTION:

PERMIT SET

PROJECT:
VASA Crystal Lake
6120 A Northwest Hwy Crystal Lake, IL

DATE:	2/12/2025
DESIGNED:	SM
DRAWN:	SM/LW/EM
REVIEWED:	NAME

SHEET TITLE:
EXTERIOR ELEVATIONS

SHEET NUMBER:
X201

PROJECT NO.: 0241287.00





Farnsworth
GROUP

5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE

#	DATE:	DESCRIPTION:

PERMIT SET

PROJECT:

VASA Crystal Lake

6120 A Northwest Hwy Crystal Lake, IL

DATE:	2/12/2025
DESIGNED:	SM
DRAWN:	SM/LW/EM
REVIEWED:	SM

SHEET TITLE

EXTERIOR RENDERS

SHEET NUMBER

X202

PROJECT NO.: 0241287.00

Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: March 18, 2025

Item: General Obligation Bonds, Series 2025

Staff Recommendation: A motion adopting an Ordinance providing for the issuance of not to exceed $10,500,000 General Obligation Bonds of the City of Crystal Lake, McHenry County, Illinois, for the purpose of financing capital improvements within 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 and authorizing the sale of said bonds to the purchasers thereof.

Staff Contact: Jodie Hartman, Director of Finance

Background

The City is currently undertaking a large scale water meter replacement project. As part of the project, residents and business will have new remote reading devices installed with their water meters. Once complete, the City will be able to remotely capture water consumption at regular intervals, allowing for leak detection notices, self-monitoring tools for customers, and eliminate the need for staff to drive through the entire community to gather consumption data each month. The project is estimated to cost about $10.4 million and will hopefully be completed by spring 2026.

The City will be offering General Obligation bonds via a competitive sale on Tuesday, March 25, 2025 to fund the project. The attached Ordinance authorizes the sale of the bonds, not to exceed $10.5 million. Project costs include the fees for all required equipment, implementation, software acquisition, and maintenance contracts.

Repayment of the bonds will be made using available revenues from the Water and Sewer Operating Fund over a twenty (20) year period. Aging water meters typically read less water than is actually travelling through them, which puts an undue financial burden on the water system. The new meters are expected to generate sufficient funds for the repayment of the bonds due to more accurate consumption measurements. As the issuances will be general obligation, the bond ordinance does require a provision for a property tax levy, which the City plans to abate each year. The abatement will prevent the levy from being applied to the taxpayers. Financial projections demonstrate sufficient capacity within the Water & Sewer Funds to support repayment without need for a levy.

Recommendation

The attached Ordinance provides for the issuance of the General Obligation Bonds. The attached Ordinance allows the Mayor to execute the required documents following the bond sales. The results of the bond sale will be available once the competitive bids for the bonds has been finalized, likely the day of the official s.

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 Tuesday, the 18th day of March, 2025.

The Mayor called the meeting to order and directed the City Clerk to call the roll.

Upon the roll being called, Haig Haleblian, the Mayor and the following Councilmembers answered 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 next item for consideration was the issuance of not to exceed $10,500,000 General Obligation Bonds to be issued by the City pursuant to its home rule powers for the purpose of financing capital improvements in and for the City, including, but not limited to, the replacement of water meters and corresponding equipment, infrastructure and technology, and that the Council would consider the adoption of an ordinance providing for the issue of said bonds and the levy of a direct annual tax sufficient to pay the principal and interest thereon. The Mayor then explained that the ordinance sets forth the parameters for the issuance of said bonds and the sale thereof by designated officials of the City and summarized the pertinent terms of said

Draft

parameters, including the specific parameters governing the manner of sale, length of maturity, rates of interest, purchase price and tax levy for said bonds.

Thereupon, the City Clerk presented, the Director of Finance explained, and there was incorporated into the record in full the following ordinance:

> AN ORDINANCE providing for the issuance of not to exceed $10,500,000 General Obligation Bonds of the City of Crystal Lake, McHenry County, Illinois, for the purpose of financing capital improvements within 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, and authorizing the sale of said bonds to the purchasers thereof.

(the *"Bond Ordinance"*).

Councilmember _____ moved and Councilmember _____ seconded the motion that the Bond Ordinance as presented be adopted.

A City Council discussion of the matter followed. During the City Council discussion, the Director of Finance gave a public recital of the nature of the matter, which included a reading of the title of the ordinance and statements (1) that the ordinance provided for the issuance of general obligation bonds for the purpose of paying the costs of certain capital improvements within the City, (2) that the bonds are issuable without referendum pursuant to the home rule powers of the City, (3) that the ordinance provides for the levy of taxes to pay the bonds, (4) that the ordinance authorizes the sale of the bonds, and (5) that the ordinance provides many details for the bonds, including tax-exempt status covenants, provision for terms and form of the bonds, and appropriations.

Draft

The Mayor directed that the roll be called for a vote upon the motion to adopt the ordinance.

Upon the roll being called, the following Councilmembers voted AYE: _____

_____

and the following Councilmembers voted NAY: _____ .

WHEREUPON, the Mayor declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting, and did direct the City Clerk to record the same in full in the records of the City Council of the City of Crystal Lake, McHenry County, Illinois.

Other business was duly transacted at said meeting.

Upon motion duly made and carried, the meeting adjourned.

_____

City Clerk

Draft

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of not to exceed $10,500,000 General Obligation Bonds of the City of Crystal Lake, McHenry County, Illinois, for the purpose of financing capital improvements within 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, and authorizing the sale of said bonds to the purchasers thereof.

WHEREAS by virtue of its population and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois (the *"Illinois Constitution"*), the City of Crystal Lake, McHenry County, Illinois (the *"City"*), is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt; and

WHEREAS pursuant to the provisions of said Section 6, the City has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS the City Council of the City (the *"Council"*) has considered the needs of the City and has heretofore determined and does hereby determine that it is advisable, necessary and in the best interests of the City to construct capital improvements within the City, including, but not limited to, the replacement of water meters and corresponding equipment, infrastructure and technology (all of such improvements to be collectively known as the *"Project"*), all as shown in the plans and cost estimates as prepared by the City and on file with the City Clerk; and

WHEREAS the estimated cost to the City of the Project being financed with proceeds of the Project Bonds (as hereinafter defined) does not exceed the sum of $10,500,000 plus any estimated available amount of interest earnings on said sum prior to its expenditure; and

WHEREAS there are insufficient funds on hand and available to pay the costs of the Project, and it is necessary for that purpose that a sum to pay a portion of such costs be borrowed, and in

Draft

evidence of such indebtedness, general obligation bonds of the City be issued in the principal amount of not to exceed $10,500,000, and that such indebtedness be incurred in accordance with the Act (as hereinafter defined); and

WHEREAS the Council does hereby determine that it is advisable and in the best interests of the City to borrow not to exceed $10,500,000 at this time pursuant to the Act for the purpose of paying the costs of the Project and, in evidence of such borrowing, issue its full faith and credit bonds in the principal amount of not to exceed $10,500,000 (the *"Bonds"*):

NOW THEREFORE Be It 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. Definitions. In addition to such other words and terms used and defined in this Ordinance, the following words and terms used in this Ordinance shall have the following meanings, unless, in either case, the context or use clearly indicates another or different meaning is intended:

"Act" means, collectively, the Illinois Municipal Code, as amended, the Debt Reform Act, as supplemental authority to said Code, and also the home rule powers of the City under Section 6 of Article VII of the Illinois Constitution; and, in the event of conflict between the provisions of said Code and home rule powers, the home rule powers shall be deemed to supersede the provisions of said Code.

"Bond Moneys" means the Pledged Taxes and any other moneys deposited into the Bond Fund and investment income earned in the Bond Fund.

"Bond Notification" means the applicable Bond Notification as authorized to be executed by the Designated Representatives of the City in Section 15 of this Ordinance and by which the final terms of each series of Bonds will be established.

Draft

"Bond Purchase Contract" means each contract for the sale of Bonds by and between the City and the Purchaser of such Bonds, which may be evidenced by an executed bid form.

"Bond Register" means the books of the City kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

"Bond Registrar" means the bond registrar and paying agent for the Bonds, the same being the Treasurer, the Purchaser, or a bank and trust company authorized to do business in the State as set forth in the Bond Notification, or a successor thereto or a successor.

"City Clerk" means the City Clerk of the City or the Deputy City Clerk of the City if said Deputy City Clerk has been authorized to fulfill the City Clerk function in accordance with the City's Code of Ordinances.

"Code" means the Internal Revenue Code of 1986, as amended.

"County Clerk" means the County Clerk of The County of McHenry, Illinois.

"Debt Reform Act" means the Local Government Debt Reform Act, as amended.

"Designated Representatives" means (i) the Mayor and (ii) either the Director of Finance of the City or the Assistant Director of Finance of the City.

"Mayor" means the Mayor of the City.

"Ordinance" means this Ordinance, numbered as set forth on the title page hereof, and passed by the Council on the 18th day of March, 2025.

"Pledged Taxes" means the taxes levied on the taxable property within the City to pay principal of and interest on the Bonds as made in Section 13 hereof.

"Project" means the improvements described in the preambles hereto.

"Purchase Price" means the price to be paid by the Purchaser for each series of Bonds as set forth in the Bond Notification thereof.

Draft

"Purchaser" means the purchaser of each series of Bonds as set forth in the Bond Notification and as further described in Section 15 of this Ordinance.

"State" means the State of Illinois.

"Tax-exempt" means, with respect to the Bonds, the status of interest paid and received thereon as excludable from the gross income of the owners thereof under the Code for federal income tax purposes.

"Treasurer" means the Treasurer of the City.

Section 2. Incorporation of Preambles. The Council hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and does incorporate them into this Ordinance by this reference.

Section 3. Determination to Issue Bonds. It is necessary and in the best interests of the City to provide for the Project, to pay all related costs and expenses incidental thereto, and to borrow money and issue the Bonds for such purposes. It is hereby found and determined that such borrowing of money is necessary for the welfare of the government and affairs of the City, is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

Section 4. Bond Details. For the purpose of providing for the costs of the Project, there shall be issued and sold the Bonds in the aggregate principal amount of not to exceed $10,500,000. The Bonds shall be issued in one or more series, designated as "General Obligation Bonds," with such additional descriptors and series designations as appropriate as set forth in the Bond Notification.

The Bonds, if issued, shall be dated such date as set forth in the Bond Notification (the *"Dated Date"*), and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of $5,000 each or authorized integral multiples thereof (or such other

Draft

denominations as set forth in the Bond Notification) (but no single Bond in any series shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward). The Bonds shall become due and payable serially or be subject to mandatory redemption as shall be set forth in the Bond Notification (with option of prior redemption as hereinafter set forth) and in such principal amounts as shall be set forth therein; *provided, however,* that the final maturity shall be due on or before December 15, 2045, and each maturity or sinking fund payment shall not exceed $800,000. Each Bond shall bear interest, at a rate not to exceed 5.50% per annum, from the later of its Dated Date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable semi-annually commencing with the first interest payment date as set forth in the Bond Notification, and on June 15 and December 15 of each year thereafter to maturity.

Interest on each Bond shall be paid by check or draft of the Bond Registrar, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 1st day of the month of the interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the designated office of the Bond Registrar.

Section 5. Execution; Authentication. The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk (which, as set forth in Section 1 hereof, may consist of the Deputy City Clerk), as they shall determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the City. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All

Draft

Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 6. Registration of Bonds; Persons Treated as Owners. (a) *General*. The City shall cause the Bond Register to be kept at the designated office of the Bond Registrar, which is hereby constituted and appointed the registrar of the City. The City is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds. Upon surrender for transfer of any Bond at the designated office of the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by the registered owner or his or her attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of authorized denominations. The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to

Draft

authenticate, date and deliver such Bond; *provided, however,* the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month of any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

(b) *Global Book-Entry System.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds determined as described in Section 3 hereof. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto (*"Cede"*), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns (*"DTC"*). All of the outstanding Bonds shall be registered in the Bond Register in the name of

Draft

Cede, as nominee of DTC, except as hereinafter provided. Any officer of the City who is a signatory on the Bonds, along with the Finance Director of the City (the *"Finance Director"*), is authorized to execute and deliver, on behalf of the City, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the *"Representation Letter"*), which Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

With respect to Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the City and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a *"DTC Participant"*) or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to the principal of or interest on the Bonds. The City and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or

Draft

upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond evidencing the obligation of the City to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 3 hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the 15th day of the month of the applicable interest payment date, the name "Cede" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the City determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the City, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the City determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At that time, the City may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the City, or such depository's agent or designee, and if the City does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 5(a) hereof.

Draft

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the name provided in the Representation Letter.

Section 7. Redemption. (a) *Optional Redemption*. All or a portion of the Bonds due on and after the date, if any, specified in the Bond Notification shall be subject to redemption prior to maturity at the option of the City from any available funds, as a whole or in part, and if in part in integral multiples of $5,000 in any order of their maturity as determined by the City (less than all of the Bonds of a single maturity to be selected by the Bond Registrar), on the date specified in the Bond Notification, and on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption.

(b) *Mandatory Redemption*. The Bonds maturing on the date or dates, if any, indicated in the Bond Notification shall be subject to mandatory redemption, in integral multiples of $5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date, on December 30 of the years, if any, and in the principal amounts, if any, as indicated in said Bond Notification.

The principal amounts of Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the City may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Bond Registrar may, and if directed by the Council shall, purchase Bonds required to be retired on such mandatory redemption date. Any such Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

Draft

(c) *General.* The Bonds shall be redeemed only in the principal amount of $5,000 and integral multiples thereof. The City shall, at least forty-five (45) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount, maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any $5,000 Bond or $5,000 portion of a Bond shall be as likely to be called for redemption as any other such $5,000 Bond or $5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

The Bond Registrar shall promptly notify the City in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 8. Redemption Procedure. Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

(1) the redemption date,

Draft

(2) the redemption price,

(3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,

(4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the designated office of the Bond Registrar, and

(6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed at the option of the City shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the

Draft

redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 9. Form of Bond. The Bonds shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend "See Reverse Side for Additional Provisions" shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

Draft

[FORM OF BOND - FRONT SIDE]

REGISTERED
NO. _____

REGISTERED
$_____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
THE COUNTY OF MCHENRY
CITY OF CRYSTAL LAKE
GENERAL OBLIGATION BOND, SERIES 2025

See Reverse Side for Additional Provisions.

Interest Rate: ____%	Maturity Date: December 15, ____	Dated Date: _____, 2025	CUSIP: ___

Registered Owner:

Principal Amount: DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the City of Crystal Lake, McHenry County, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the *"City"*), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above (subject to right of prior redemption as hereinafter stated), the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on June 15 and December 15 of each year, commencing _____, 20__, until said Principal Amount is paid or duly provided for. The principal of or redemption price on this Bond is payable in lawful money of the United States of America upon presentation hereof at the [principal corporate trust] office of _____, in the City of _____, _____, as bond registrar and paying agent (the *"Bond Registrar"*). Payment of interest shall be made to the Registered Owner

Draft

hereof as shown on the registration books of the City maintained by the Bond Registrar, at the close of business on the 1st day of the month of any interest payment date. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the City and Cede & Co., as nominee, or successor, for so long as this Bond is held by The Depository Trust Company, New York, New York, the depository, or nominee, in book-entry only form as provided for same.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the City, represented by the Bonds, and including all other indebtedness of the City, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the City sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the City of Crystal Lake, McHenry County, Illinois, by its Council, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its

Draft

Mayor and attested by the manual or duly authorized facsimile signature of its City Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

_____
Mayor, City of Crystal Lake
McHenry County, Illinois

ATTEST:

_____
City Clerk, City of Crystal Lake
McHenry County, Illinois

[SEAL]

Date of Authentication: _____, _____

CERTIFICATE
OF
AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Bonds, Series 2025, of the City of Crystal Lake, McHenry County, Illinois.

_____,
as Bond Registrar

By_____
Authorized Officer

Bond Registrar and Paying Agent:

_____
_____, _____

Draft

[FORM OF BOND - REVERSE SIDE]

This bond is one of a series of bonds (the *"Bonds"*) in the aggregate principal amount of $_____ issued by the City for the purpose of constructing certain capital improvements within the City, and of paying expenses incidental thereto, all as described and defined in the ordinance authorizing the Bonds (the *"Ordinance"*), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as amended, as supplemented by the Local Government Debt Reform Act, as amended, and as further supplemented and, where necessary, superseded, by the powers of the City as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970 (collectively, such Illinois Municipal Code and constitutional home rule powers being the *"Act"*), and with the Ordinance, which has been duly passed by the City Council of the City, approved by the Mayor, and published, in all respects as by law required.

Subject to the provisions relating to this Bond remaining in book-entry only form, this Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Ordinance. Upon surrender for transfer or exchange of this Bond at the [principal corporate trust] office of the Bond Registrar in the City of _____, _____, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the Registered Owner or an attorney for such owner duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the Registered Owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of

Draft

business on such interest payment date [or during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption].

[The Bonds may be subject to optional [and mandatory] redemption, and the holder of this Bond shall refer to the provisions of the Ordinance for the terms and provision for notice of redemption.]

The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the City and the Bond Registrar shall not be affected by any notice to the contrary.

Draft

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

	Here insert Social Security Number, Employer Identification Number or other Identifying Number

_____

_____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

_____

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____ _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Draft

Section 10. Tax Levy. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, *there is hereby levied upon all of the taxable property within the City, in the years for which any of the Bonds are outstanding (namely, 2025 through 2044), a direct annual tax sufficient for that purpose in a yearly amount not to exceed $850,000. Such levy shall be fully set forth in the Bond Notification*.

The Bond Moneys in the Bond Fund shall be applied to pay principal of and interest on the Bonds.

Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Taxes herein levied; and when the Pledged Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The City covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the foregoing tax levy. The City and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes may be levied, extended and collected as provided herein and deposited into the Bond Fund.

Whenever other funds from any lawful source are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the taxes levied herein for the payment of same, the Council shall, by proper proceedings, direct the deposit of such funds into the Bond Fund and further shall direct the abatement of the taxes by the amount so deposited. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerk in a timely manner to effect such abatement.

Draft

Section 11. Filing with County Clerk. Promptly, as soon as this Ordinance becomes effective, a copy hereof, certified by the City Clerk, shall be filed with the County Clerk; and the County Clerk shall in and for each of the years 2025 to 2044, inclusive, ascertain the rate percent required to produce the aggregate tax hereinbefore provided to be levied as set forth in each of said years; and the County Clerk shall (to the extent said tax has not been abated as provided herein) extend the same for collection on the tax books in connection with other taxes levied in said years in and by the City for general corporate purposes of the City; and in said years such annual tax shall be levied and collected by and for and on behalf of the City in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes.

Section 12. Sale of Bonds; Bond Notification. The Designated Representatives are hereby authorized to proceed not later than the 1st day of May, 2025, without any further authorization or direction whatsoever from the Council, to sell and deliver the Bonds upon the terms as prescribed in this Section, pursuant to one or more Bond Notifications. Each Purchaser shall be: (a) pursuant to a competitive sale conducted by Speer Financial, Inc., Chicago, Illinois (*"Speer"*), the best bidder for the Bonds; (b) in a negotiated underwriting, a bank or financial institution listed in the Dealers & Underwriters or Municipal Derivatives sections of the most recent edition of The Bond Buyer's Municipal Marketplace; or (c) in a private placement, (i) a bank or financial institution authorized to do business in the State, (ii) a "governmental unit" as defined in the Debt Reform Act, or (iii) an "accredited investor" as defined in Rule 501 of Regulation D as promulgated under the Securities Act of 1933, as amended; *provided, however,* that a Purchaser as set forth in either (b) or (c) shall be selected only upon the recommendation of Speer that the sale of said Bonds on a negotiated or private placement basis to such Purchaser is in the best interest of the City because of (i) the pricing of said Bonds by such Purchaser, (ii) then

Draft

current market conditions, or (iii) the timing of the sale of said Bonds; and further *provided,* that a Purchaser as set forth in (c) may be selected through the utilization of a placement agent selected by the Designated Representatives after consultation with Speer if the use of such placement agent is determined by the Designated Representatives to be in the best interest of the City. In the event that a Purchaser is selected through the utilization of a placement agent, the execution of a standard form of placement agent agreement between the City and such placement agent is hereby approved and authorized.

The Bonds shall be sold and delivered to the Purchaser thereof, upon receipt of the Purchase Price, the same being not less than 97.0% of the principal amount of the Bonds (exclusive of original issue discount, if any), plus accrued interest, if any, to date of delivery. Nothing in this Section shall require the Designated Representatives to sell any of the Bonds if in their judgment, the conditions in the bond markets shall have deteriorated from the time of adoption thereof or the sale of all or any portion of the Bonds shall for some other reason not be deemed advisable, but the Designated Representatives shall have the authority to sell the Bonds in any event so long as the limitations set forth in this Ordinance and the conditions of this Section shall have been met.

Prior to the sale of the Bonds, any one of the Designated Representatives is hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure the Bonds, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on the Bonds treating the fee paid as interest on the Bonds) is less than the present value of the interest reasonably expected to be saved on the Bonds over the term of the Bonds as a result of the Municipal Bond Insurance Policy.

Upon the sale of any series of Bonds, the Designated Representatives and any other officers of the City as shall be appropriate, shall be and are hereby authorized and directed to approve or

Draft

execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, a Bond Purchase Contract, the Bond Notification, Preliminary Official Statement, Official Statement and closing documents. The Designated Representatives must find and determine in the Bond Notification that no person holding any office of the City either by election or appointment, is in any manner financially interested either directly, in his or her own name, or indirectly in the name of any other person, association, trust or corporation in said Bond Purchase Contract with such Purchaser for the purchase of the Bonds. The distribution of the Preliminary Official Statement relating to the Bonds is hereby in all respects authorized and approved, and the proposed use by the Purchaser of an Official Statement (in substantially the form of the Preliminary Official Statement but with appropriate variations to reflect the final terms of the Bonds) is hereby approved.

Upon the sale of any series of Bonds, the Designated Representatives shall prepare the Bond Notification, which shall include the pertinent details of sale as provided herein, and such shall be entered into the records of the City and made available at the next public meeting of the Council. The Designated Representatives shall also file with the County Clerk the Bond Notification or like document including a statement of taxes.

The officers of the City are hereby authorized to take any action as may be required on the part of the City to consummate the transactions contemplated by a Bond Purchase Contract, this Ordinance, said Preliminary Official Statement, said final Official Statement and the Bonds.

Draft

Section 13. Creation of Funds and Appropriations. There is hereby created a special fund of the City known as the "Bond and Interest Fund of 2025" (the *"Bond Fund"*), with such other additional descriptors as may be appropriate and as set forth in the Bond Notification, which fund is hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds. The Pledged Taxes shall be set aside as collected and deposited into the Bond Fund, which is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the City by this Ordinance. The Bonds are secured by the pledge of all moneys in the Bond Fund, and such pledge is irrevocable until the Bonds have been paid in full or the obligations of the City are discharged under this Ordinance.

Simultaneously with the delivery of any Bonds, the principal proceeds of the Project Bonds, together with any premium received from the sale and delivery of such Bonds, are hereby appropriated for paying the costs of issuance of the Bonds, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited into the Series 2025 Project Fund (the *"Project Fund"*), which is hereby created, for the purpose of paying the costs of the Project. The Council reserves the rights, as it becomes necessary or advisable from time to time, to revise the list of expenditures for the Project, 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 this 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 are proper under the Act and do not adversely affect the Tax-exempt status of the Bonds.

Draft

At the time of the issuance of any series of Bonds, the costs of issuance of such Bonds may be paid by Speer, the Bond Registrar or the Purchaser on behalf of the City from the proceeds of such Bonds.

Section 14. Non-Arbitrage and Tax-Exemption. The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the *"Code"*), or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service (the *"IRS"*) of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the City may be treated as a "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The City also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Council hereby authorizes the officials of the City responsible for issuing the Bonds, the same being the Mayor, City Clerk and Treasurer, to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the Council and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the City and the Council further agree: (a) through their officers, to make

Draft

such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

Section 15. Qualified Tax-exempt Obligations. In the Bond Notification, the City may designate the Bonds in the Bond Notification as "qualified tax-exempt obligations" for the purposes and within the meaning of Section 265(b)(3) of the Code.

Section 16. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 17. Duties of Bond Registrar. If requested by the Bond Registrar, the Mayor and City Clerk are authorized to execute the Bond Registrar's standard form of agreement between the City and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

(a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of Bondholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;

(c) to give notice of redemption of the Bonds as provided herein;

(d) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;

(e) to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

Draft

(f) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 18. Defeasance. Any Bond or Bonds which (a) are paid and cancelled, (b) which have matured and for which sufficient sums been deposited with the Bond Registrar to pay all principal and interest due thereon, or (c) for which sufficient Defeasance Obligations have been deposited with the Bond Registrar or similar institution having trust powers to pay, taking into account investment earnings on such obligations, all principal of and interest on such Bond or Bonds when due at maturity or as called for redemption, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Pledged Taxes hereunder and shall no longer have the benefits of any covenant for the registered owners of outstanding Bonds as set forth herein as such relates to lien and security of the outstanding Bonds. All covenants relative to the federal Tax-exempt status of the interest on Bonds; and payment, registration, transfer, and exchange; are expressly continued for all Bonds whether outstanding Bonds or not.

For purposes of this Section, *"Defeasance Obligations"* means (a) direct and general full faith and credit obligations of the United States Treasury (*"Directs"*), (ii) certificates of participation or trust receipts comprised wholly of Directs or (c) other obligations unconditionally guaranteed as to timely payment by the United States Treasury.

Section 19. Continuing Disclosure Undertaking. The Mayor or Treasurer is hereby authorized, empowered and directed to execute and deliver the Continuing Disclosure Undertaking (the *"Continuing Disclosure Undertaking"*) in substantially the same form as now before the Council, or with such changes therein as the individual executing the Continuing Disclosure Undertaking on behalf of the City shall approve, the official's execution thereof to constitute conclusive evidence of the approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, the Continuing

Draft

Disclosure Undertaking will be binding on the City and the officers, employees and agents of the City, and the officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

Section 20. Municipal Bond Insurance. In the event the payment of principal and interest on the Bonds is insured pursuant to a municipal bond insurance policy (the *"Municipal Bond Insurance Policy"*) issued by a bond insurer (the *"Bond Insurer"*), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the City and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer when holding Bonds, amendment hereof, or other terms, as approved by the Mayor on advice of counsel, their approval to constitute full and complete acceptance by the City of such terms and provisions under authority of this section.

Section 21. Record-Keeping Policy and Post-Issuance Compliance Matters. On April 1, 2014, the Council adopted a record-keeping policy (the *"Policy"*) in order to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the City, the interest on which is excludable from "gross income" for federal income tax purposes or which enable the City or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Council and the City hereby reaffirm the Policy.

Draft

Section 22. *Publication of Ordinance.* A full, true and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Council.

Section 23. *Severability*. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Draft

Section 24. Superseder and Effective Date. All ordinances, resolutions and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

AYES: _____

_____

NAYS: _____

ABSENT: _____

ADOPTED: March 18, 2025

APPROVED: March 18, 2025

_____
Mayor, City of Crystal Lake
McHenry County, Illinois

Recorded In City Records: March 18, 2025.

Published in pamphlet form by authority of the Council on March 18, 2025.

ATTEST:

_____
City Clerk, City of Crystal Lake
McHenry County, Illinois

Draft

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

CERTIFICATION OF MINUTES AND ORDINANCE

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 official journal of proceedings, books, records, minutes and files of the City and of the Council (the *"Council"*) thereof.

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of the Council held on the 18th day of March, 2025 insofar as the same relates to the adoption of an ordinance, numbered _____ entitled:

> AN ORDINANCE providing for the issuance of not to exceed $10,500,000 General Obligation Bonds of the City of Crystal Lake, McHenry County, Illinois, for the purpose of financing capital improvements within 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, and authorizing the sale of said bonds to the purchasers thereof.

a true, correct and complete copy of which said ordinance 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 ordinance were taken openly; that the vote on the adoption of said ordinance 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 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 said agenda contained a separate specific item concerning the proposed adoption of said ordinance, a true, correct and complete copy of said agenda as so posted being attached to this Certificate 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 ordinance.

Draft

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the City this 18th day of March, 2025.

_____

City Clerk

[SEAL]

Draft

EXHIBIT A

AGENDA

Draft

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

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 official journal of proceedings, books, records, minutes, and files of the City and of the City Council (the *"Council"*) thereof.

I do further certify that on the 18th day of March, 2025 there was published in pamphlet form, by authority of the Council, a true, correct and complete copy of Ordinance Number _____ of the City providing for the issuance of not to exceed $10,500,000 General Obligation Bonds of the City and that said ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as City Clerk located in the City.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the City this 18th day of March, 2025.

Draft

_____
City Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

CERTIFICATE OF FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of McHenry, Illinois, and as such officer I do hereby certify that on the ____ day of _____, 2025 there was filed in my office a properly certified copy of Ordinance Number _____ passed by the City Council of the City of Crystal Lake, McHenry County, Illinois, on the 18th day of March, 2025, and entitled:

> AN ORDINANCE providing for the issuance of not to exceed $10,500,000 General Obligation Bonds of the City of Crystal Lake, McHenry County, Illinois, for the purpose of financing capital improvements within 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, and authorizing the sale of said bonds to the purchasers thereof.

and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of McHenry, Illinois, this ____ day of _____, 2025.

_____
County Clerk of The County of McHenry, Illinois

[SEAL]

Draft

Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: March 18, 2025

Item: License for Installation with Brixmor Crystal Lake, LLC to install a section of sidewalk for the Pedestrian Connections to the Regional Prairie Trail Project

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute the License for Installation with Brixmor Crystal Lake, LLC to install a section of sidewalk for the Pedestrian Connections to the Regional Prairie Trail Project

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

---

Background:

The City was awarded an Illinois Transportation Enhancement Program (ITEP) federal grant for the Pedestrian Connections to the Regional Prairie Trail project which will eliminate several gaps in the sidewalk network and thereby provide pedestrians direct access to the 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):

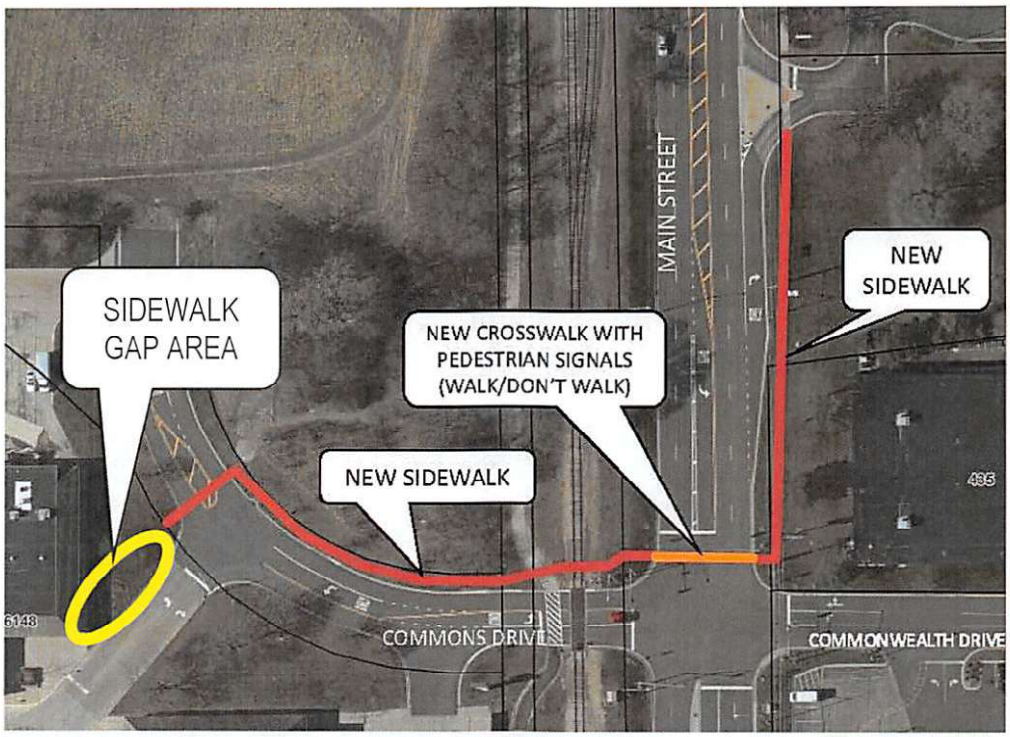


1. Main Street and Commons Drive: Upgrade existing traffic signal to accommodate pedestrians, add new sidewalk along the east side of Main Street from Commonwealth Drive to the existing sidewalk to the north, and add new sidewalk on Commons Drive to access the Shopping Center;
2. Congress Parkway just east of Commonwealth Drive: Fill in sidewalk gaps along the south side; and
3. Virginia Road from US Route 14 to Berkshire: Fill in sidewalk gaps along the north side of Virginia Road and upgrade the existing sidewalk to meet ADA requirements along the south side of Virginia Road.

Construction of the sidewalks and traffic signal modifications should start in April and be completed this year.

The proposed License for Installation with Brixmor Crystal Lake, LLC, will eliminate a 95-foot gap between the new sidewalk along the north side of Commons Drive and the shopping center

buildings. The attached License for Installation would allow the City's contractor to install a new sidewalk on this property, providing important connectivity between the Prairie Trail, Main Street and existing and planned residential developments to the north.



The City's legal counsel has reviewed the license 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, the Post Office, and Metra Stations; and

WHEREAS, these improvements will eliminate gaps in the existing sidewalk system in the public right-of-way along with traffic signal improvements to aid pedestrians; and

WHEREAS, construction of a 95-foot section of sidewalk on the Brixmor Crystal Lake LLC property will eliminate a gap in the sidewalk network between the commercial stores and adjacent neighborhoods.

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 License for Installation between the City of Crystal Lake and Brixmor Crystal Lake, LLC Regarding Improvements.

DATED this 18th day of March, 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: March 18, 2025
APPROVED: March 18, 2025

Draft

LICENSE FOR INSTALLATION

THIS LICENSE FOR INSTALLATION ("License") is entered into as of March 18, 2025, by and between The City of Crystal Lake, Illinois ("Licensee") and Brixmor Crystal Lake, LLC, a Delaware limited liability company ("Licensor").

RECITALS

A. Licensor is the owner of a certain shopping center commonly known as The Commons of Crystal Lake located at 6120-6340 Northwest Highway, Crystal Lake, Illinois 60014, as shown on **Exhibit A** which is attached hereto and made a part hereof (the "Property").

A. Licensee is a city incorporated pursuant to the laws of the State of Illinois.

C. Licensee is desirous of obtaining a license to use a portion of the Property for installation of a section of concrete sidewalk, pursuant to the scope of work attached hereto as Exhibit "B" (the "Installation") and Licensor is willing to grant Licensee the right to use a portion of the Property (as described hereinafter) for said purpose on the terms and conditions as contained herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. AGREEMENT TO LICENSE. Licensor hereby grants this non-exclusive License to Licensee and Licensee accepts this License from Licensor, to use only that portion of the Property in the approximate location as outlined on **Exhibit A** ("Licensed Property") in order to perform the Installation, and for no other purpose.

2. TERM. The term of this License shall be from March 18, 2025 through March 31, 2026 only ("Term").

3. LICENSE FEE. Intentionally deleted.

4. SET-UP. Licensee shall be solely responsible for obtaining all required licenses, approvals and permits for Installation at the Property at its sole cost and expense. Licensee shall be responsible for the entire cost of the Installation. The Installation shall be accomplished by Licensee in a good and workmanlike manner. Licensee agrees to keep Licensee's personal property brought onto the Property by or at the request of Licensee or its agents or employees in a safe and hazard-free condition. Licensee shall, at its sole cost and obligation, comply with all zoning laws and ordinances, and all other laws, agreements and ordinances governing the conduct and operation of the Property and/or the Installation and all declarations, covenants, restrictions and rules and regulations affecting the Property. Licensee agrees that it will pay all expenses associated with construction and/or performance of the Installation promptly when due and will hold Licensor harmless from any loss or damages including consequential damages arising from the failure of the Licensee to do so.

All utilities will be provided by Licensee at its sole cost and expense and in accordance with all laws, ordinances and regulations. Licensee shall not cause or permit any hazardous substance to be brought upon, kept, stored or used in or about the Licensed Property or the Property.

5. REPAIRS. Licensee will be liable for the cost of any repairs required to the Licensed Property or the Property resulting from the construction and/or performance of the Installation. Licensor may cause any such repairs to be made and charge the cost of the same to Licensee. Notwithstanding the foregoing, after the Installation has been completed, Licensor shall be responsible for maintenance of the Installation and the Licensed Property.

6. TERMINATION BY LICENSOR. Licensor shall have the right to terminate this License at any

Draft

time and for any reason with written notice to the Licensee. In addition to the right to terminate as provided herein, in the event of a default by Licensee, Licensor shall have all rights and remedies as provided by law and equity and shall be entitled to recover its costs, including attorneys' fees incurred to pursue such remedies. The indemnity provisions of Section 10 below will remain in full force and effect and will survive any expiration or termination of this License by lapse of time or otherwise.

7. QUIET ENJOYMENT. The Installation shall be performed by Licensee in such manner as not to interfere with Licensor's use of the Property or with any adjoining or neighboring landowner's use of their property. Licensee shall perform the Installation and control its agents, members, employees, contractors, and invitees in such manner so as not to create any nuisance, or interfere with, annoy or disturb any use of the Property by the Licensor, any other permitted user, occupant, tenant or invitee of the Property.

8. INSURANCE. Licensee agrees to obtain and carry at all times during the term of this License, and prior thereto if there will be any set-up, at its sole cost and expense, insurance against loss or damage due to persons injured or property damaged, lost or stolen as a result of, directly or indirectly, the conduct or the performance of the Installation at/upon the Licensed Property. The insurance must be acceptable to Licensor in its sole discretion. The type of insurance required at all times of the Licensee, by the Licensor, is as follows:

A. Commercial General Liability insurance in amounts no less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate with the Licensor and the Owner both named as additional insured thereunder.

B. Umbrella coverage (Excess Liability coverage) in amounts no less than One Million Dollars ($1,000,000).

C. Comprehensive Automobile Liability Insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired, leased or non-owned in an amount not less than One Million Dollars ($1,000,000) per occurrence and such insurance shall insure Licensee's officers, directors, employees, agents, representatives, contractors and subcontractors of any tier against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others arising from its operations.

D. Statutory Workmen's Compensation Insurance that is in compliance with applicable statutory requirements, and Employer's Liability coverage in amounts no less than One Million Dollars ($1,000,000) per occurrence for bodily injury, One Million Dollars ($1,000,000) per employee for bodily injury by disease, and One Million Dollars ($1,000,000) aggregate for bodily injury by disease.

E. INTENTIONALLY DELETED.

A Certificate of Insurance ("COI") evidencing such insurance (and the policies if requested by the Licensor) shall be provided to Licensor prior to Licensee commencing any activities on the Licensed Property. The insurance requirements herein are in addition to, and not in satisfaction of, all other rights or causes of action that Licensor may have, and such insurance will be primary and non-contributory with any other insurance available to Licensor and Owner and shall be indicated as such in the description of operations on such COI.

9. TAXES. Licensee shall promptly pay the amount of any tax imposed on the performance of the Installation.

10. INDEMNIFICATION AND HOLD HARMLESS. To the extent permitted by applicable laws, codes, ordinances, rules, regulations or orders, Licensee covenants and agrees that it will save, defend, indemnify and hold Licensor, the owner of the Property and all of their respective members, managers, shareholders, directors, officers, agents, partners, employees and affiliated companies and all of their respective successors and assigns

Draft

("Indemnified Parties") harmless from any and all loss, including consequential damages, claims, liability claims, judgments, awards, liens, settlements, causes of action, damages, injury and expenses (including attorneys' fees) of every kind and nature whatsoever, resulting from, arising out of, or in any way related to, directly or indirectly: (i) any failure of Licensee to perform any of the Licensee's obligations herein set forth, (ii) the use of this License, or (iii) the performance of the Installation. This indemnification will survive the expiration or termination of this License by lapse of time or otherwise.

11. DUTIES UPON TERMINATION. Upon expiration or termination of this License, whether by lapse of time or otherwise, Licensee will immediately clean up all debris and restore the Licensed Property to broom-clean condition.

12. BREACH BY LICENSEE. If Licensee breaches any provision in this License, in addition to any other right or remedy available at law or in equity, Licensor shall have the right, but not the obligation, to cure any such breach and Licensee agrees to reimburse Licensor for the cost thereof upon demand. Any uncured breach will also permit Licensor to terminate this License.

13. GENERAL PROVISIONS:

A. It is understood and agreed that this License is being entered into at the request of and as an accommodation to Licensee. Licensee hereby releases Licensor from any liability or responsibility it may have in connection with Licensee's personal property. Any claims against Licensor based on theft of, or vandalism or damage to, Licensee's personal property and/or sale items by anyone other than Licensor and any injury to the members, invitees, or guests of Licensee are hereby waived by Licensee.

B. The rights and privileges herein granted shall not be exclusive to Licensee.

C. Time is of the essence of this License and of all of the terms and provisions thereof.

D. The parties stipulate, anything herein to the contrary notwithstanding, that the Licensee shall be considered only as the holder of a License in the manner provided herein, and in no event shall the Licensee be deemed to be the holder of an easement or holder of any other interest in the Licensed Property or the Property. This License shall not be recorded against the Property or any portion thereof. The License herein contained shall not be assignable or transferable in any manner by the Licensee without the express written approval of Licensor, which may be withheld by Licensor in its sole discretion. Licensor may freely transfer or assign its interest in the License. Licensor may freely transfer or assign its interest and/or ownership in the Property.

E. None of the terms, provisions or conditions of this License shall be construed as creating or constituting Licensor as a co-partner or joint venturer with Licensee, nor constituting Licensee the agent of Licensor, nor shall any of the provisions of this License be construed in a manner so as to make Licensor liable for the debts or obligations of Licensee.

F. This License shall be construed in accordance with the laws of the state in which the Property is located.

G. This License shall be binding upon the respective successors and permitted assigns of the parties hereto. In no event will Licensor and Licensee be deemed to be partners, joint ventures or otherwise in business together.

H. If any term, condition or provision of this License shall be declared invalid or unenforceable, the remainder of this License, other than such term, condition or provision, shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest

Draft

extent permitted by law.

I. The provisions of this License may be altered, amended or repealed, in whole or in part, only on the written consent of both parties to the License.

J. This License may be executed in two or more original counterparts, each of which shall be deemed an original, but all of which together shall constitute one of and the same instrument. Further, signatures transmitted in a "PDF" format by facsimile, e-mail, or accomplished through an electronic signature platform, such as DocuSign, shall have the same force and effect as an original signature in this License.

K. This License shall be deemed to have been drafted jointly by the parties and any uncertainty or ambiguity shall not be construed for or against either party as an attribution of drafting of either party.

L. All notices and other communications given pursuant to this License shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed on the day of service if by personal delivery, on the next business day after being deposited with an overnight carrier service, or on the third day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

If to Licensor:

Brixmor Crystal Lake, LLC
200 Ridge Pike, Suite 100
Conshohocken, PA 19428
Attn: General Counsel

If to Licensee:

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

Draft

14. NO LIENS. Licensee shall not be entitled to perform any work to the Licensed Property and shall not permit any lien to be filed against the Licensed Property or the Property.

IN WITNESS WHEREOF, the parties have caused this License to be executed by their duly authorized corporate officers as of the date first above written.

LICENSEE:
THE CITY OF CRYSTAL LAKE, IL
a city incorporated pursuant to the laws of the State of Illinois

By: _____
(signature)
Name: Eric Helm
(printed name)
Its: City Manager
(title)
Date: _____

LICENSOR:
BRIXMOR CRYSTAL LAKE, LLC,
a Delaware limited liability company,

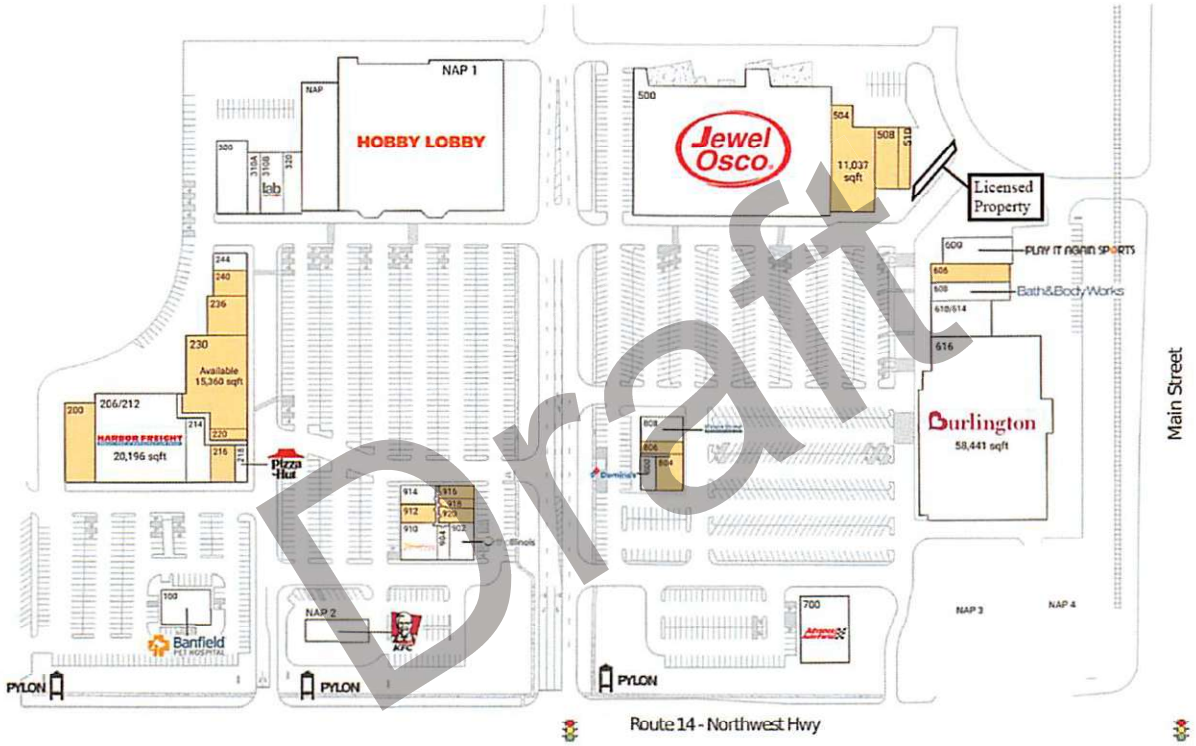
By: _____
Name: _____
Its: _____
Date: _____

EXHIBIT A

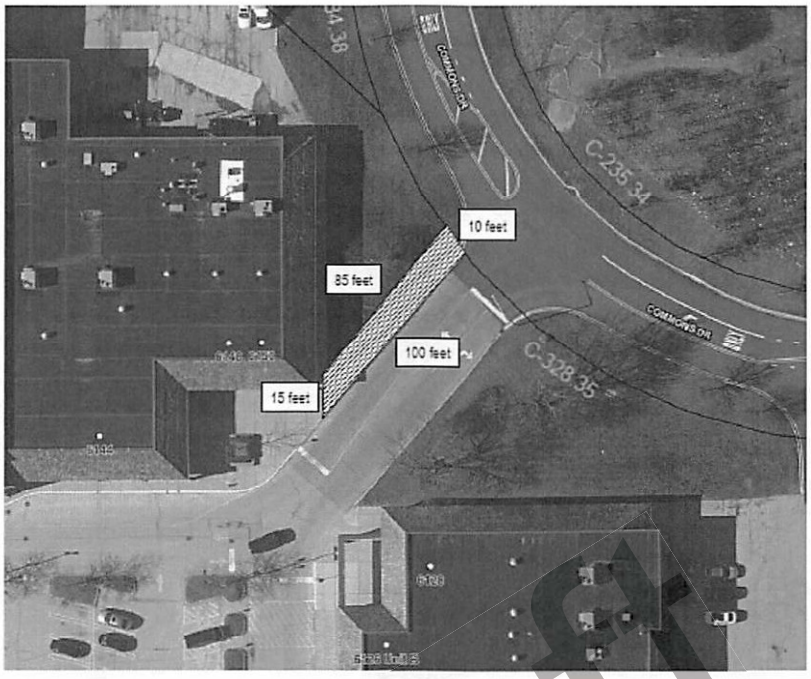
LICENSED PROPERTY

This site plan is presented solely for the purpose of identifying the approximate location and size of the Licensed Property. The size or configuration of the Property, building sizes, site dimensions, access and parking areas, existing tenant locations, uses and identities are subject to change at Landlord's discretion.

The Licensed Property is identified on the Site Plan below.



Draft



Draft

EXHIBIT B
SCOPE OF INSTALLATION WORK

Install concrete sidewalk in a good and workmanlike manner, in accordance with all applicable laws, codes, ordinances, rules, regulations and orders within the Licensed Property area. Sidewalk to run contiguous to existing sidewalk adjoining the building next to the Licensed Property.

Draft

Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date:	March 18, 2025
Item:	Bid Award - Street Sweeping Services, McHenry County Municipal Partnership Initiative (McMPI)
Staff Recommendation:	Motion to award the bid for Street Sweeping Services to the lowest responsive and responsible bidder, Lakeshore Recycling Systems, LLC and adopt a Resolution authorizing the City Manager to execute a one-year contract with the option for two (2) additional one-year extensions with Lakeshore Recycling Systems, LLC for street sweeping services in the amounts bid, and execute warranted change orders for up to 10% of the contract amount
Staff Contact:	Michael P. Magnuson, P.E., Director of Public Works and Engineering

---

Background:

Street sweeping is an important component of street maintenance, clearing debris from storm drains and gutters, improving road safety, and enhancing the city's aesthetics by removing debris and litter from the streets. The City has contracted street sweeping services since 2018. Contracting street sweeping services is more economical and provides a higher level of service compared to performing the work in-house.

The City of Crystal Lake participates in the McHenry County Municipal Partnership Initiative (McMPI) where regional communities collaborate by preparing and soliciting bids for various projects. McMPI allows members to combine purchasing power to leverage cost savings. The City of Crystal Lake partnered with the Village of Cary, the McHenry County Division of Transportation, the City of Marengo, and the Village of Algonquin to solicit bids for street sweeping services. On March 6, 2025, the bids were publically opened by the Village of Cary. The results for Crystal Lake are as follows:

✓ Lakeshore Recycling Systems, LLC				
Item	Unit	Estimated Qty	Unit Cost	Extended Cost
All City Maintained Residential Streets (340 curb line miles	Cycle	8	$26,406	$211,248
County & State Routes (6 curb line miles)	Cycle	4	$486	$1,944
Emergency/Unscheduled Sweeping	Per Hour	12	$189	$2,268
			Total Base Bid Annual Cost:	**$215,460.00**

✔Indicates lowest responsive and responsible bidder

There is a limited regional availability of contractors that perform street sweeping services, and only one bid was received. While only Lakeshore Recycling Systems, LLC submitted a bid, they are the City's current contractor for street sweeping services. Lakeshore Recycling Systems, LLC has maintained their contract price for street sweeping at $201,600 over the last three years. The new contract cost would increase by 6.88%. City staff has been satisfied with the work performed by Lakeshore Recycling Systems, LLC and is comfortable awarding the contract, even without receiving multiple bids. Under this contract, the proposed bid price will be the same each year if the contract is extended for the additional two (2) years.

The City's Street Sweeping Program covers all City-maintained streets and includes the option to sweep portions of State and County routes, as well as respond to emergencies when needed. The contract requires the contractor to properly dispose of all swept materials.

This is a regular maintenance program and funds for this work are included in the 2025 budget.

Recommendation

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

The recommendation of City staff is to award the contract to the lowest responsive and responsible bidder, Lakeshore Recycling Systems, LLC, for street sweeping services for a one-year contract with the option for two (2) additional one-year extensions. Lakeshore Recycling Systems, LLC is the City's current contractor.

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS, the CITY OF CRYSTAL LAKE has identified the desire to contract for street sweeping operations to reduce dirt and debris and protect the environment; and

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

WHEREAS, the McMPI conducted a joint public bid for street sweeping services and opened bids publically on March 6, 2025 at the Village of Cary; and

WHEREAS, the lowest responsible and responsive bidder is Lakeshore Recycling Systems, LLC of Rosemont, IL.

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 one-year contract between the CITY OF CRYSTAL LAKE and Lakeshore Recycling Systems, LLC for Street Sweeping Services in the amount of $215,460.00; and

BE IT FURTHER RESOLVED that the City Manager is authorized to approve two (2) additional one-year contract extensions and execute warranted change orders for up to 10 percent of the contract amount.

DATED this 18th day of March, 2025

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST

_____

CITY CLERK

PASSED: March 18, 2025
APPROVED: March 18, 2025

Draft

Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date: March 18, 2025

Item: Bid Award - 2025 Sidewalk Cutting Program, Municipal Partnership Initiative (MPI)

Staff Recommendation: Motion to award the 2025 Sidewalk Cutting Program to the lowest responsive and responsible bidder, Murphy Construction Services, LLC, and adopt a Resolution authorizing the City Manager to execute a contract with Murphy Construction Services, LLC for a not-to-exceed amount of $50,000 and to authorize the City Manager to review and approve necessary completion date change orders relating to the contract

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

---

Background:

The City uses sidewalk saw cutting to eliminate trip hazards caused by minor sidewalk displacements over time due to heaving or settling. This process horizontally cuts off trip hazards, creating a tapered edge that brings the site into compliance with American Disabilities Act (ADA) standards. The City has used this method for many years. Staff has been satisfied with the process and its outcomes, incorporating it into the City's annual maintenance program.

The cost of cutting sidewalks is lower than the cost of replacement. Sidewalk cutting is relatively quick, allowing sidewalks to reopen for pedestrian use soon after. In contrast, full replacement requires closing the sidewalk while the concrete cures and often involves landscape restoration. Large sidewalk displacements that cannot be addressed with cutting are handled through the City's annual concrete program, which replaces entire sidewalk sections.

The City of Crystal Lake participates in the McHenry County Municipal Partnership Initiative (McMPI) where regional communities collaborate by preparing and soliciting bids for various projects. McMPI allows members to combine purchasing power to leverage cost savings. The City of Crystal Lake partnered with the Village of Cary to solicit bids for sidewalk cutting services.

On March 4, 2025, the bids were publically opened at the City of Crystal Lake. The bid results are tabulated below:

Bidder	Price Per Square Foot
√ Murphy Construction Services, LLC	$44.75
Hard Rock Concrete Cutters, Inc.	$46.00

√ Indicates Recommended Lowest Responsive and Responsible Bidder

The machinery used to create the taper is a specialized piece of equipment, and there are only a few contractors in the region that perform this work. Over the past several years, the City has received only one or two bids for this work.

Recommendation:

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

The Public Works Department has reviewed the bids received for completeness and accuracy, in accordance with the invitation to bid document. Based on this assessment and after reviewing references for Murphy Construction Services, LLC City staff recommends awarding the 2025 Sidewalk Cutting Program contract to the lowest responsive and responsible bidder, Murphy Construction Services, LLC.

This is an annual maintenance program and funds for this work are included in the 2025 budget. Staff recommends the award of a contract in a not-to-exceed amount of $50,000.00.

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE has identified the need to eliminate sidewalk trip hazards that are created by displacement of sidewalks over time; and

WHEREAS the CITY received and publicly opened bids for the 2025 Sidewalk Cutting Program on March 4, 2025; and

WHEREAS the lowest responsive and responsible bidder is Murphy Construction Services, LLC of Burr Ridge, Illinois.

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

BE IT FURTHER RESOLVED that he City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Murphy Construction Services, LLC for the 2025 Sidewalk Cutting Program in the bid amount $44.75 per square foot, for a total not-to-exceed amount of $50,000; and

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

DATED this 18th day of March, 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST

_____

CITY CLERK

PASSED: March 18, 2025
APPROVED: March 18, 2025

Draft

THE CITY OF CRYSTAL LAKE

CONTRACT FOR THE CONSTRUCTION OF

2025 MPI SIDEWALK CUTTING PROGRAM

BIDDER'S PROPOSAL

Full Name of Bidder Murphy Construction Services, LLC ("Bidder")

Principal Office Address 16W273 83rd St, Suite D Burr Ridge, IL 60527

Local Office Address _____

Contact Person Jason Guerin Telephone 773-531-1698

TO: The City of Crystal Lake ("Owner")
100 W. Woodstock Street
Crystal Lake, Illinois 60045

Attention: ***Michael Wisinski – Public Works Manager***
SEALED BID: 2025 MPI SIDEWALK CUTTING PROGRAM

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. **Work Proposal**

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the ***2025 MPI SIDEWALK CUTTING PROGRAM***; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance

Name of Bidder: Murphy Construction Services **PROPOSAL**

SCHEDULE OF PRICES

Item #	Item	Unit	Quantity	Unit Price	Total Cost
1	Sidewalk Saw Cutting	Each	1310	$44.75	$58,622.50
				TOTAL	

TOTAL CONTRACT PRICE:

Fifty Eight Thousand Six Hundred Twenty Two Dollars and Fifty Cents
(in writing) (in writing)

58,622 Dollars and 50 Cents
(in figures) (in figures)

A. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;

2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and

4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date: March 18, 2025

Item: Bid Award – Police Department Uniforms

Staff Recommendation: Motion to award the contract for the purchase of Police Department uniforms to the lowest responsive and responsible bidder, Eagle Uniform, and to adopt a Resolution authorizing the City Manager to execute a two-year agreement in the submitted bid amounts, with one optional two-year extension with pricing not to exceed 4% above the bid amounts.

Staff Contact: James Black, Chief of Police

Background:

On Friday, February 21, 2025, the City of Crystal Lake publicly opened the bids received for Police Department uniform pricing valid through August 2027. A maximum increase of four percent (4%) is allowed for the optional two-year extension. The winning bidder will furnish dress uniforms, work uniforms, equipment and leather goods purchased throughout the year by the Police Department. Prices for each individual item bid were evaluated for compliance and compared against the other bidders.

Listed below are the total cost of items listed on the bid price sheet:

Bidder	Bid
Eagle Uniform (Crestwood, IL)	$4,935.00 √
Ray O'Herron Co. Inc. (Downers Grove, IL)	$5,240.66

√Lowest responsive and responsible bidder.

Eagle Uniform is a regionally known uniform provider that works with law enforcement agencies in Illinois. For example, Eagle Uniform provides uniforms and/or equipment for the following agencies: McHenry County Sheriff's Office, Waukegan Police Department, Cook County Sheriff's Office, Oak Forest Police Department, North Chicago Police Department, Crestwood Police Department, Harvey Police Department, and Matteson Police Department.

There are sufficient funds in the FY2025 Budget. Legal staff has reviewed the contract for uniform purchasing.

Recommendation:

The City Manager's Office and the Police Department have reviewed all bids received for completeness and accuracy in accordance with the invitation to bid document. Staff recommends awarding the contract for the purchase of police uniforms to Eagle Uniform. The bid agreement process received for the aforementioned equipment will be valid for two years, beginning March 19, 2025. The agreement will include an option for one, two-year extension with pricing not to exceed 4% above the bid amounts.

Votes Required to Pass:

Simple majority

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager be and he is hereby authorized and directed to execute a purchase agreement between the City of Crystal Lake and Eagle Uniform for Police Department uniform pricing for two years beginning March 19, 2025, with one optional two-year extension with pricing not to exceed 4% above the bid amounts.

DATED this March 18, 2025

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: March 18, 2025
APPROVED: March 18, 2025

Draft

ATTACHMENT C

SCHEDULE OF PRICES

All items need to have a price listed to be considered a qualifying bid.

Item	Mfg.	Description	Bid Price
S/S Shirt-Men	Blauer	Flex RS, Dark Navy	$64.00
S/S Shirt-Women	Blauer	Flex RS, Dark Navy	$64.00
L/S Shirt-Men	Blauer	Flex RS, Dark Navy	$69.00
L/S Shirt-Women	Blauer	Flex RS, Dark Navy	$69.00
S/S Shirt-Women	Blauer	Poly/Wool, Dark Navy	$89.00
S/S Shirt-Women	Blauer	Poly/Wool, Dark Navy	$89.00
L/S Shirt-Men	Blauer	Poly/Wool, Dark Navy	$82.00
L/S Shirt-Women	Blauer	Poly/Wool, Dark Navy	$82.00
Uniform Trouser-Men	Blauer	Cargo, Flex RS, Dark Navy	$76.00
Uniform Trouser-Women	Blauer	Cargo, Flex RS, Dark Navy	$76.00
Uniform Trouser-Men	Blauer	Cargo, 75% Poly/25% Wool, Dark Navy	$108.00
Uniform Trouser-Women	Blauer	Cargo, 75% Poly/25% Wool, Dark Navy	$108.00
S/S Shirt-Men	Blauer	Armorskin base shirt poly/wool, Dark Navy	$57.00
S/S Shirt-Women	Blauer	Armorskin base shirt poly/wool, Dark Navy	$57.00
L/S Shirt-Men	Blauer	Armorskin base shirt poly/wool, Dark Navy	$66.00
L/S Shirt-Women	Blauer	Armorskin base shirt poly/wool, Dark Navy	$66.00
S/S Shirt-Men	Elbeco	Model CX360, Dark Navy	$52.00
S/S Shirt-Women	Elbeco	Model CX360, Dark Navy	$52.00
L/S Shirt-Men	Elbeco	Model CX360, Dark Navy	$54.00
L/S Shirt-Women	Elbeco	Model CX360, Dark Navy	$54.00
Uniform Trouser-Men	Elbeco	Model CX360, Dark Navy, 5 pocket	$58.00
Uniform Trouser-Women	Elbeco	Model CX360, Dark Navy, 5 pocket	$58.00
Uniform Trouser-Men	Elbeco	Trouser Navy Poly/Rayon, 6 pocket	$82.00
Uniform Trouser-Women	Elbeco	Trouser Navy Poly/Rayon, 6 pocket	$82.00
Uniform Trouser-Men	Elbeco	Trouser Navy Poly/Rayon, 4 pocket	$69.00
Uniform Trouser-Women	Elbeco	Trouser Navy Poly/Rayon, 4 pocket	$69.00
S/S Shirt-Men (CSO)	Elbeco	Medium Blue, 80% Poly/20% Rayon	$57.00
S/S Shirt-Women (CSO)	Elbeco	Medium Blue, 80% Poly/20% Rayon	$57.00
L/S Shirt-Men (CSO)	Elbeco	Medium Blue, 80% Poly/20% Rayon	$62.00
L/S Shirt-Women (CSO)	Elbeco	Medium Blue, 80% Poly/20% Rayon	$62.00
L/S Shirt-Men	Elbeco	White, 80% Poly/20% Rayon	$62.00
L/S Shirt-Women	Elbeco	White, 80% Poly/20% Rayon	$62.00
S/S Shirt-Men	5.11	Strike PDU twill rapid, 71406, Dark Navy	$54.00
S/S Shirt-Women	5.11	Strike PDU twill rapid, 71406, Dark Navy	$54.00
L/S Shirt-Men	5.11	Strike PDU Twill Rapid, 72547, Dark Navy	$72.00
L/S Shirt-Women	5.11	Strike PDU Twill Rapid, 72547, Dark Navy	$72.00
L/S Shirt-Men	5.11	PDU Cold Rapid 42196ABR, Dark Navy	$102.00
L/S Shirt-Women	5.11	PDU Cold Rapid 42196ABR, Dark Navy	$102.00
Uniform Trouser-Men	5.11	PDU Strike twill, 74551, Dark Navy	$69.00
Uniform Trouser-Women	5.11	PDU Strike twill, 74551, Dark Navy	$69.00

Mock Turtleneck		Dark Navy w/"CLPD" embroider left of center	$32.00
Dickey Mock Turtleneck		Dark Navy w/"CLPD" embroider left of center	$15.00
Blouse Coat-Men	Fechheimer	100% Poly, Navy	$135.00
Blouse Coat-Women	Fechheimer	100% Poly, Navy	$135.00
Trouser-Men	Fechheimer	100% Poly, Navy	$55.00
Trouser-Women	Fechheimer	100% Poly, Navy	$55.00
Shoes-Men	Bates	Enforcer Hi-gloss Oxford	$61.00
Shoes-Women	Bates	Enforcer Hi-gloss Oxford	$61.00
5 Star Hat	Midway Cap	Navy	$65.00
Clip on Tie	Sam Brome	Various lengths	$7.00
Inner Duty Belt	Safariland	Basket weave, Velcro	$23.00
Outer Duty Belt	Safariland	Basket weave, Velcro	$52.00
Handcuff Case	Safariland	Basket weave	$31.00
Belt Keepers	Bianchi	Basket weave, hidden snap	$24.00
Key Ring Silencer	Safariland	Basket weave	$25.00
Handcuffs	Smith&Wesson	M100P nickel	$33.00
Magazine Case	Safariland	Double, basket weave, hidden snap	$37.00
Glove Pouch	Bianchi	Basket weave, flat	$23.00
Mic Strap	Boston	Nickel snap	$7.00
Holster	Safariland	Basket weave, Glock 22 w/light compatible	$165.00
Inner and Outer Jacket		Navy, Embroider name and star, Bauer Tacshell or comparable	$380.00
Outer Jacket		Navy, Embroider name and star, Blauer Tacshell or comparable	$275.00
Inner Jacket		Navy, Embroider name and star, Blauer Tacshell or comparable	$105.00
Raincoat		Reversible, knee length, Blauer or comparable	$135.00
Raincoat		Reversible, hip length, Blauer or comparable	$121.00
2 Star hat cover		Reversible, Blauer or comparable	$14.00
Traffic Vest	Flying Cross	Breakaway, lime colored, marked "Police"	$56.00

ATTACHMENT C

SCHEDULE OF PRICES

All items need to have a price listed to be considered a qualifying bid.

Item	Mfg.	Description	Bid Price
S/S Shirt-Men	Blauer	Flex RS, Dark Navy	$73.09
S/S Shirt-Women	Blauer	Flex RS, Dark Navy	$73.09
L/S Shirt-Men	Blauer	Flex RS, Dark Navy	$78.19
L/S Shirt-Women	Blauer	Flex RS, Dark Navy	$78.19
S/S Shirt-Women	Blauer	Poly/Wool, Dark Navy	$90.09
S/S Shirt-Women	Blauer	Poly/Wool, Dark Navy	$90.09
L/S Shirt-Men	Blauer	Poly/Wool, Dark Navy	$99.44
L/S Shirt-Women	Blauer	Poly/Wool, Dark Navy	$99.44
Uniform Trouser-Men	Blauer	Cargo, Flex RS, Dark Navy	$84.14
Uniform Trouser-Women	Blauer	Cargo, Flex RS, Dark Navy	$84.14
Uniform Trouser-Men	Blauer	Cargo, 75% Poly/25% Wool, Dark Navy	$121.54
Uniform Trouser-Women	Blauer	Cargo, 75% Poly/25% Wool, Dark Navy	$121.54
S/S Shirt-Men	Blauer	Armorskin base shirt poly/wool, Dark Navy	$62.89
S/S Shirt-Women	Blauer	Armorskin base shirt poly/wool, Dark Navy	$62.89
L/S Shirt-Men	Blauer	Armorskin base shirt poly/wool, Dark Navy	$73.09
L/S Shirt-Women	Blauer	Armorskin base shirt poly/wool, Dark Navy	$73.09
S/S Shirt-Men	Elbeco	Model CX360, Dark Navy	$51.38
S/S Shirt-Women	Elbeco	Model CX360, Dark Navy	$51.38
L/S Shirt-Men	Elbeco	Model CX360, Dark Navy	$55.51
L/S Shirt-Women	Elbeco	Model CX360, Dark Navy	$55.51
Uniform Trouser-Men	Elbeco	Model CX360, Dark Navy, 5 pocket	$58.06
Uniform Trouser-Women	Elbeco	Model CX360, Dark Navy, 5 pocket	$58.06
Uniform Trouser-Men	Elbeco	Trouser Navy Poly/Rayon, 6 pocket	$85.26
Uniform Trouser-Women	Elbeco	Trouser Navy Poly/Rayon, 6 pocket	$85.26
Uniform Trouser-Men	Elbeco	Trouser Navy Poly/Rayon, 4 pocket	$70.30
Uniform Trouser-Women	Elbeco	Trouser Navy Poly/Rayon, 4 pocket	$70.30
S/S Shirt-Men (CSO)	Elbeco	Medium Blue, 80% Poly/20% Rayon	$56.36
S/S Shirt-Women (CSO)	Elbeco	Medium Blue, 80% Poly/20% Rayon	$56.36
L/S Shirt-Men (CSO)	Elbeco	Medium Blue, 80% Poly/20% Rayon	$62.01
L/S Shirt-Women (CSO)	Elbeco	Medium Blue, 80% Poly/20% Rayon	$62.01
L/S Shirt-Men	Elbeco	White, 80% Poly/20% Rayon	$62.01
L/S Shirt-Women	Elbeco	White, 80% Poly/20% Rayon	$62.01
S/S Shirt-Men	5.11	Strike PDU twill rapid, 71406, Dark Navy	$74.80
S/S Shirt-Women	5.11	Strike PDU twill rapid, 71406, Dark Navy	$74.80
L/S Shirt-Men	5.11	Strike PDU Twill Rapid, 72547, Dark Navy	$79.90
L/S Shirt-Women	5.11	Strike PDU Twill Rapid, 72547, Dark Navy	$79.90
L/S Shirt-Men	5.11	PDU Cold Rapid 42196ABR, Dark Navy	$74.80
L/S Shirt-Women	5.11	PDU Cold Rapid 42196ABR, Dark Navy	$74.80
Uniform Trouser-Men	5.11	PDU Strike twill, 74551, Dark Navy	$71.40
Uniform Trouser-Women	5.11	PDU Strike twill, 74551, Dark Navy	$71.40

Mock Turtleneck		Dark Navy w/"CLPD" embroider left of center	$42.29
Dickey Mock Turtleneck		Dark Navy w/"CLPD" embroider left of center	$25.29
Blouse Coat-Men	Fechheimer	100% Poly, Navy	$128.31
Blouse Coat-Women	Fechheimer	100% Poly, Navy	$128.31
Trouser-Men	Fechheimer	100% Poly, Navy	$53.51
Trouser-Women	Fechheimer	100% Poly, Navy	$53.51
Shoes-Men	Bates	Enforcer Hi-gloss Oxford	$67.96
Shoes-Women	Bates	Enforcer Hi-gloss Oxford	$67.96
5 Star Hat	Midway Cap	Navy	$54.39
Clip on Tie	Sam Brome	Various lengths	$7.64
Inner Duty Belt	Safariland	Basket weave, Velcro	$37.06
Outer Duty Belt	Safariland	Basket weave, Velcro	$53.04
Handcuff Case	Safariland	Basket weave	$31.62
Belt Keepers	Bianchi	Basket weave, hidden snap	$13.43
Key Ring Silencer	Safariland	Basket weave	$24.31
Handcuffs	Smith&Wesson	M100P nickel	$28.89
Magazine Case	Safariland	Double, basket weave, hidden snap	$37.57
Glove Pouch	Bianchi	Basket weave, flat	$22.95
Mic Strap	Boston	Nickel snap	$8.49
Holster	Safariland	Basket weave, Glock 22 w/light compatible	$135.32
Inner and Outer Jacket		Navy, Embroider name and star, Bauer Tacshell or comparable	$444.98
Outer Jacket		Navy, Embroider name and star, Blauer Tacshell or comparable	$293.04
Inner Jacket		Navy, Embroider name and star, Blauer Tacshell or comparable	$151.94
Raincoat		Reversible, knee length, Blauer or comparable	$152.99
Raincoat		Reversible, hip length, Blauer or comparable	$135.99
2 Star hat cover		Reversible, Blauer or comparable	$13.59
Traffic Vest	Flying Cross	Breakaway, lime colored, marked "Police"	$57.76

Agenda Item No: 18

City Council
Agenda Supplement

Meeting Date: March 18, 2025

Item: Knox Company Key Defender Equipment and Software Purchase

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute a purchase agreement with Knox Company for the purchase of Knox Company Key Defender equipment and software in the amount of $37,550.08 and execute change orders for up to 10% of the contract amount.

Staff Contact: Craig Snyder, Fire Rescue Chief

Background:
The City has invested in Knox secure lock boxes over numerous years to provide the Fire Rescue Department secure access to properties within the City. A Knox Box is a secure key box where business owners store keys for fire and emergency services to access the building in case of an emergency. The current system has been in place for over 30 years and updates are needed to meet the expected security standards that the Crystal Lake Fire Rescue Department, City of Crystal Lake, and local businesses expect. The City is proposing to supplement the existing system by purchasing equipment and software for an updated Knox Box e-Key system.

The e-Key system will have a digital key that is secured in each Fire Rescue vehicle and can only be accessed by a digital code assigned for each employee who needs to retrieve both a digital e-Key, and a regular lock key, to access a property within the Crystal Lake Fire Rescue Department response area. The digital access captures a digital stamp that captures a tracking feature that will advise who the last employee was to remove a key from a vehicle as well as notifying which business was accessed.

The Keyway, and the physical Knox box and MedVaults, have an Underwriters Laboratories (UL) listing against physical attack and trademark® ratings; only the highest security is manufactured. The complete Knox Rapid Entry program is a high security patent and trademark® design. In addition, if an e-Key is missing or lost, the e-Key can be deactivated rendering it unusable, adding an additional layer of security. The Knox Company components work together as a system to provide a high level of security.

Two other manufacturers were contacted regarding their key vault systems. Neither manufacturer offers a secure, trackable vehicle key mount system, nor offers a system compatible with Knox. The Knox Company is the only existing manufacturer that produces the Keyway system that supports the Rapid Entry program.

The Quote for the associated equipment is listed below.

Company	*Total Year One Price*
Knox Company	$37,550.08 √
Kidde Lockbox	Not Offered
Failsafe Emergency	Not Offered

√ Recommended sole source purchase.

The annual cost is $2,749.00 for Cloud licenses and software support. This amount is included in the total year one price listed above.

Recommendation:

Staff recommends purchasing all associated equipment and software from Knox Company to increase the security of Fire Rescue Department accountability and access to businesses in our response area. The new Key Defender system has an electronic accountability log that each Fire Rescue Department member has to digitally sign out in order to gain access to a business in the response district. The proposal includes the Key Defender system, associated mounting hardware, programming software, e-Keys and one-year Knox Connect Cloud License for 21+ devices. The proposed prices received for the aforementioned equipment will be valid until July 21, 2025. Appropriate funds for this project have been budgeted for the 2025 budget year.

As the City's Procurement Officer, the Finance Director has determined, after conducting a good faith review of available sources, that one source for the required supply, service, or construction item, Knox Company, is in the best interest of the City.

Votes Required to Pass:

Simple majority

Res. 25R-___

RESOLUTION

WHEREAS, the City of Crystal Lake is a home rule Illinois municipality; and

WHEREAS, the City of Crystal Lake has invested in Knox secure lock boxes over numerous years to provide the Fire Rescue Department secure access to properties within the City; and

WHEREAS, the current system has been in place for over 30 years and updates are needed to meet the expected security standards of the City of Crystal Lake.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager be and he is hereby authorized and directed to execute a purchase agreement for the Knox Company electronic Knox Boxes, programming software, and mounting hardware with Knox Company in the amount of $37,550.08

BE IT FURTHER RESOLVED that the City Manager is authorized to execute change orders for up to 10% of the contract amount.

DATED this 18th day of March, 2025.

Draft

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL
ATTEST

_____
CITY CLERK

PASSED: March 18, 2025
APPROVED: March 18, 2025

Knox Company
1601 W Deer Valley Rd
Phoenix AZ 85027
United States

Quote# QT-KA-62016

QUOTED TO:
CUS102945
CRYSTAL LAKE FIRE/RESCUE
100 W WOODSTOCK ST
CRYSTAL LAKE IL 60014-4262
UNITED STATES
MCHENRY

SHIP TO:
CRYSTAL LAKE FIRE/RESCUE
100 W WOODSTOCK ST
CRYSTAL LAKE IL 60014-4262
UNITED STATES
MCHENRY

Valid Through	Sales Rep	Terms	PO #	Shipping Method
7/21/2025	Larry Lulich	PP - Prepaid		Ground Shipping < 75 LBS

Item	Description	Quantity	Units	Rate	Amount
KS-6K2	KeySecure® 6, SUPPORTS 1 eKEY, 1 MSTR KEY	7	EA	$1,152.00	$8,064.00
Installation Address: Primary System Code Role: PS-98-0019-01-75-EKY01					
90034-KS5KS6	REPAIR TECH LOCK, KeySecure® 5/6	7	EA	$0.00	$0.00
Installation Address: Primary System Code Role: PS-98-0019-01-75-RTB01					
KLS-FM	FLAT MOUNT BRACKET, KeySecure® 5 & 6	6	EA	$76.80	$460.80
Installation Address: Primary System Code Role: PS-98-0019-01-75-BOXES					
KLS-MB-60	MOUNTING BRACKET 60º ANGLE, KeySecure® 5 & 6	1	EA	$76.80	$76.80
Installation Address: Primary System Code Role: PS-98-0019-01-75-BOXES					
KD-1KD2	KeyDefender, Dual Key Assy	17	EA	$914.88	$15,552.96
Installation Address: Primary System Code Role: PS-98-0019-01-75-EKY01					
KD-FM	KeyDefender Flat Mount Bracket	7	EA	$43.20	$302.40
Installation Address: Primary System Code Role: PS-98-0019-01-75-EKY01					
KD-MB-R5	KeyDefender Mounting Bracket, 5"	10	EA	$71.04	$710.40
Installation Address: Primary System Code Role: PS-98-0019-01-75-EKY01					
KSM-200AC	AC ADAPTER, WALL MOUNT, KeySecure®5 & 6	1	EA	$0.00	$0.00
Installation Address: Primary System Code Role: PS-98-0019-01-75-EKY01					

QT-KA-62016

Knox Company
1601 W Deer Valley Rd
Phoenix AZ 85027
United States

Quote# QT-KA-62016

Item	Description	Quantity	Units	Rate	Amount
92238	AC Adapter For Testing Use Only, KeyDefender	1	EA	$0.00	$0.00
Installation Address: Primary System Code Role: PS-98-0019-01-75-EKY01					
KLS-8600D	KnoxDock™, 8600 KEY PROGRAMMER & RECHARGER W/USB CABLE	1	EA	$194.88	$194.88
Installation Address: Primary System Code Role: PS-98-0019-01-75-EKY01					
SMS-9003C1	1YR. KnoxConnect™ Cloud License 21+ devices	1	EA	$2,749.00	$2,749.00
Installation Address: Primary System Code Role: PS-98-0019-01-75-EKY01					
KLS-8701K	Knox eKey™, 8700 PROGRAMMABLE ELECTRONIC KEY, ASYMMETRIC	24	EA	$380.16	$9,123.84
Installation Address: Primary System Code Role: PS-98-0019-01-75-EKY01					

Memo: Need CIF & Knox Connect Form

Subtotal	**$37,235.08**
Tax Amount	**$0.00**
Shipping and Handling	**$315.00**
Total	**$37,550.08**

QT-KA-62016

Terms and Conditions

All pricing is subject to change and is based on a quantity order to be shipped all at one time. Prices quoted are valid through the "Valid Through" date shown. All shipping and handling fees, if provided, are estimates based upon ground service to the address shown above. Knox will provide you a firm cost for shipping and handling fees when order is placed. Knox provides detailed installation instructions with each Knox product. However, Knox is not responsible for actual installation.

SALES TAX DISCLAIMER: Knox is required to collect sales tax for purchases made: in all US states/commonwealths (except DE, HI, MT, NH, and OR); in the District of Columbia; in Canada; and in other countries and other US territories/jurisdictions as mandated by local law. Where applicable, Knox will charge sales tax unless you have a valid sales tax exemption certificate on file with Knox. If you are sales tax exempt, you must provide us with an exemption certificate at the time the order is placed.

Please Submit a Completed Customer Information Form to Setup Invoicing.

Please submit a purchase order form.

KNOX SOFTWARE CONNECT FORM REQUIRED WITH FIRST ORDER

By signing, you accept this Quotation and Terms, including the product configuration and payment terms indicated above.

_____

Signature / Date

March 3, 2025

RE: CRYSTAL LAKE FIRE/RESCUE
100 W WOODSTOCK ST
CRYSTAL LAKE IL 60014-4262

Patented manufactured single sole source letter. Key Retention for the apparatuses and the rapid entry system. Knox patented eSystem and KnoxConnet® software.

Since 1986, the following Jurisdiction (*Crystal Lake Fire & Rescue*) has utilized a High Security Rapid Entry System / Program that is only manufactured by the Knox Company.
The Knox Company is the only existing manufacturer that produces the key-way system that supports the Rapid Entry program, currently utilized for the Crystal Lake Fire / Rescue Department. There are no other manufacturers that support the rapid program, EMS program and the KnoxConnect® Licensed software for the Crystal Lake Fire / Rescue Department. The system is utilized and manufactured uniquely for this responding Jurisdictions for Rapid Entry, and Security Needs. The Knox® Rapid entry products are ***patented, trademark***® security Rapid Entry system. This is all supported with ***patented security features*** in the Cloud-base administrative software, providing key retention from ***patents*** and ***trademarks®***

Because of the high-end security, no other manufacturer except the Knox Company offers this Rapid-Entry program directly to the jurisdictions, and for the city of Crystal Lake, IL. For over 50 years, the Knox Company relationship has been one-on-one with Fire Departments / Universities, Government agencies throughout the World due to the High Security Patented products that are created exclusively for the Fire Departments. No other product may marry-up with this exclusive keyway / Rapid Entry Program that is utilized for responding Departments. The keyway, and the physical Knox box & MedVaults having a UL listing against physical attack and trademark® ratings; only the highest security is manufactured. The complete Knox rapid entry program is a high security ***patent and trademark® design***. No duplications are permitted with this rapid entry system. No Distribution is permitted by the Knox Company.

Due to the high level of Nation Security; both in Public Safety and the US Government, the Knox Company does not have distributions and or middlemen that intervene with the Knox products. The protection and safety are for both the responding jurisdictions and Government agencies. This is the reason why the Knox Company works directly with municipalities across the World.

Knox Company
1601 W. Deer Valley Rd.
Phoenix, AZ 85027

Agenda Item No: 19

City Council
Agenda Supplement

Meeting Date: March 18, 2025

Item: Ordinance Amending the City Code – Legal Department

Staff Recommendation: Motion to adopt an Ordinance amending Chapter 33-3 of the City Code regarding the Legal Department

Staff Contact: Nick Hammonds, Deputy City Manager

Background:

Per the City Code, the City Attorney is a position appointed by the City Manager as established under Article 1: Administrative Division, Legal Department. In addition, the City Code authorizes the City Manager to secure legal services from any attorney, and the City is not obligated to appoint a specific attorney or law office. Over the last several years, the City has utilized a variety of law firms, based on areas of expertise, to provide legal services. This diversity of representation allows the City to employ legal counsel cost efficiently and effectively.

City Code Clarification:

The City Code references legal representation for the City in two areas. Section 33-3 of the City Code defines the City Attorney as an appointed position within the Legal Department. The City Attorney is responsible for the provision of general legal advice and representation of the City in court proceedings.

In addition, Section 102-10 of the City Code states that "the City Manager is authorized to secure legal services from an attorney other than the City Attorney." This provision exists in the City Code because the legal needs of the City are often complex and may require specialized areas of expertise beyond the capacity of the designated City Attorney.

Recommendation:

The City Attorney position may be appointed by the City Manager, however, the City Manager may also secure legal representation from any firm as needed by the City. Illinois State Law and the City Code do not require the City Manager to appoint a single City Attorney. Staff recommends the City Council adopt an ordinance amending the City Code to clarify the City Manager's responsibility and authority in securing legal representation for the City. Adoption of this ordinance would amend City Code Section 33-3 accordingly. City Special Legal Counsel has reviewed and approved the attached ordinance.

Votes Required to Pass:

Simple majority vote of the City Council

ORDINANCE NO.

FILE NO.

CITY OF CRYSTAL LAKE

AN ORDINANCE AMENDING CHAPTER 33-3 OF THE CITY CODE REGARDING THE CITY'S LEGAL DEPARTMENT

WHEREAS, the City of Crystal Lake (the "***City***") is a home rule Illinois municipality operating Article VII, Section 6 of the Illinois Constitution and the Illinois Municipal Code, 65 ILCS 5; and

WHEREAS, the City operates as a "city manager" form of government pursuant to Article 5 of the Illinois Municipal Code, 65 ILCS 5/5-1-1 *et seq.*; and

WHEREAS, Chapter 33-3 of the Crystal Lake City Code (the "***City Code***") sets forth various provisions relating to City's Legal Department; and

WHEREAS, pursuant to 65 ILCS 5/5-3-7, the City Manager has authority to appoint the city attorney for the City; and

WHEREAS, the Mayor and City Council of the City (the "***City Council***") have determined that it will serve and be in the best interests of the City and its residents to amend Chapter 33-3 of the City Code as provided in this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Crystal Lake, County of Lake, State of Illinois, as follows:

SECTION ONE. Recitals. The foregoing recitals are incorporated into and made a part of this Ordinance by reference.

SECTION TWO. Amendment to Chapter 33-3 of the City Code. Chapter 33-3, entitled "Legal Department," of Chapter 33, entitled "Divisions and Departments," of the City Code is hereby amended as follows:

§ 33-3 Legal Department.

A. Establishment. There is hereby created the Legal Department for the City of Crystal Lake. It shall consist of ~~the~~ **a** City Attorney **as herein set forth** and such administrative assistants and other employees as may be provided for by the City Council in the annual Appropriation and Budget Ordinance of the City.

Draft

B. **Appointment of City Attorney. The City Manager may appoint an individual to serve as city attorney and director of the Legal Department. Alternatively, the City Manager may oversee the Legal Department of the City and select such legal counsel to provide such city attorney services as may be determined by the City Manager pursuant to Section 102-10 of the City Code.**

C. General duties. The **individual or individuals serving as** City Attorney shall have the following duties:

(1) To provide legal advice to the City Council, the City Manager, department heads, the Planning and Zoning Commission and such other boards as the City Manager shall direct.

(2) To represent the City in all matters brought in the name of the City or against the City in all courts of competent jurisdiction, administrative boards established by the Illinois Compiled Statutes, or such other hearings as may be directed by the City Manager. The aforementioned duty is subject to an exception for those causes of action in which the City is a party defendant under insurance coverage of the City, in which case the City's insurance carrier shall have the right to select legal counsel to appear and represent the City in said cause of action.

(3) To provide such other legal services pursuant to Section 102-10 of the City Code.

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

Draft

PASSED THIS _____ day of _____, 2025.

AYES: ( )

NAYS: ( )

ABSENT: ( )

APPROVED THIS _____ day of _____, 2025.

_____
Haig Haleblian, MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item No: 20

City Council
Agenda Supplement

Meeting Date: March 18, 2025

Item: Amendment to the Concessionaire and Property Use Agreement with Quarry Cable Park, LLC

Staff Recommendation: Motion to adopt a Resolution authorizing the City manager to execute an amendment to the Concessionaire and Property Use Agreement with Quarry Cable Park LLC.

Staff Contact: Nick Hammonds, Deputy City Manager

Background:

The City entered into a lease agreement with the Quarry Cable Park in 2014 for the operation of a wakeboard facility and bar and grill on the north lake at Three Oaks. The City and Quarry subsequently executed a lease agreement amendment in 2016 to clarify the rent structure, park security costs, and signage requirements. The current agreement expires on April 30, 2025 and allows for two extensions of five years through April 2035. The Quarry Cable Park is requesting an additional 20 extension years through April 2055. The City prepared language to allow four additional extensions of five years.

The following sections summarize the proposed amendments and clarifications to the lease agreement.

Notable Lease Agreement Amendments:

Section 2.03 Renewal Term – Allow for Extension of Agreement

The current agreement expires at the end of April 2025. The original lease allows for two extensions of five years through 2034. The Quarry Cable Park is requesting an additional 20-year extension through 2054. After 2034, the recommended language allows for four extension periods, each five years in length. The City may reject a renewal term request for the following reasons:

(i) Concessionaire's failure to meet the agreement requirements, **including noncompliance with the renewal procedures provided in this Section**; or
(ii) **Concessionaire's** failure to correct identified public safety concerns; or
(iii) City's need to utilize the Designated Premises for a substantial public purpose, and for which no alternative location is available to the City to satisfy the identified public purpose.

Included in section 2.03 of the lease is a new requirement that every five years, the City and Quarry shall split the costs to hire an auditor to review financial figures submitted by Quarry.

Provisions in the current agreement also protect the City if the current ownership groups sells their interest in the park during the agreement term. If the Quarry Cable Park sells more than fifty percent (50%) of their stake in the business prior to the expiration of the agreement, the terms and conditions of the agreement will be assigned to the new owners. The Quarry Cable Park cannot assign the agreement without the consent of the City.

Section 3.01(a): Rent

Currently the City collects 5% of the concessionaire's gross revenue as rent, with no minimum rent. The City proposes to maintain the 5% annual rent and instituting a minimum rent of $35,000 that increases with each additional renewal term according to the following schedule.

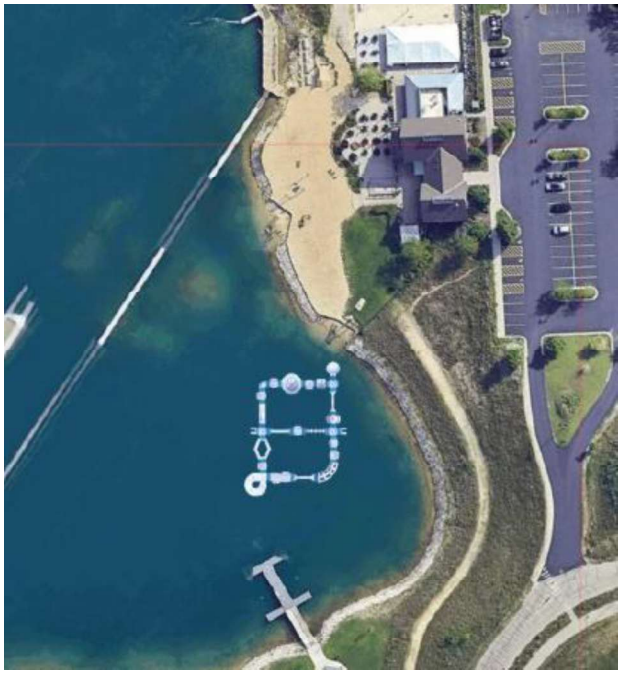
Additional Renewal Term 1: May 1, 2025 – April 30, 2030: $35,000
Additional Renewal Term 2: May 1, 2030 – April 30, 2035: $42,000
Additional Renewal Term 3: May 1, 2035 – April 30, 2040: $50,000
Additional Renewal Term 4: May 1, 2040 – April 30, 2045: $59,000
Additional Renewal Term 5: May 1, 2045 – April 30, 2050: $68,000
Additional Renewal Term 6: May 1, 2050 – April 30, 2055: $77,000

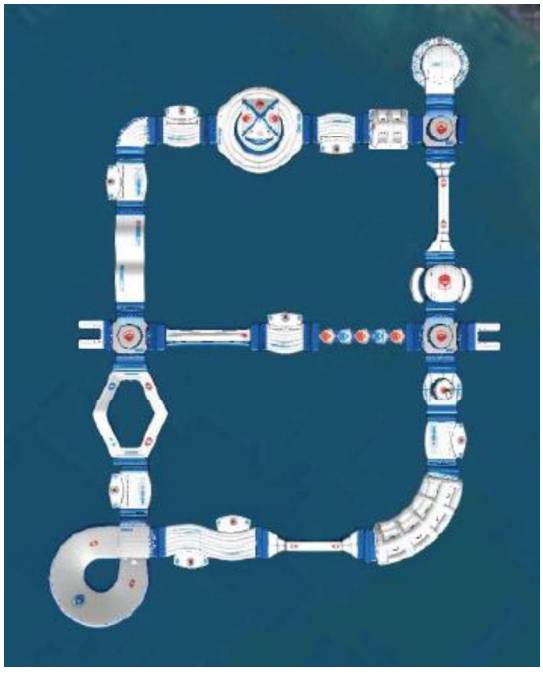
Section 3.06: Books and Records – Elimination of Parking Fee Receipt Redemption

The amendment eliminates the concessionaire's use of parking fee receipts from non-resident park users to offset the rent payment. As a practical matter, due to logistical concerns, the Quarry ceased the reimbursement of parking fees after the 2019 season. Due to this fact, this change will not impact the Quarry operations or the rent amount paid to the City.

Section 5.03(b): Aqua Park

The Quarry Cable Park requested approval to allow the installation of a flotation obstacle course known as an Aqua Park. The City proposes language to allow an Aqua Park and including requirements for the Quarry to submit an operational safety plan for approval by the City.





Section 5.11: Park Fees / Costs of Security

The current agreement requires the Quarry to pay the City for 50% of security costs. Prior to the opening of the Quarry Cable Park, the City anticipated higher site security costs due to the operation of the facility; however, following the opening of the facility, the City has not experienced additional site security costs. The City proposes to eliminate the language requiring the Quarry to pay 50% of security costs, and forgive past payments.

Additional Lease Agreement Modifications:

Section 1: Definitions

The proposed modification clarifies the term Facilities to include indoor and outdoor spaces for events. This modification is necessary to clarify that events are not limited to the indoors only, and outside events on the patio or parking lot may be allowed with City approval.

Section 2.01: Agreement for Concession

The proposed modification states that the cables will operate between Memorial Day and Labor Day. The original agreement language stated that the cables must operate between May and September each year. This change is proposed to align the cable operation with the summer months and availability of staff to operate the facilities. The amended language will align the operation of the cables with the City's schedule for the Three Oaks beach operation.

Section 3.06 (c): Change Requiring Financial Review

The proposed modification removes any reference to parking fee receipts. In addition, language is added to enhance the City's ability to audit the Quarry Cable Park at any time. The City would be responsible for the cost to conduct audits of the Quarry Cable Park. If the audit shows that a payment is due to the City that is greater than the amount reported or paid, then the Quarry Cable Park will be responsible for the costs to conduct a special audit.

Recommendation

It is staff's recommendation to approve the second agreement amendment with Quarry Cable Park, LLC. City Special Legal Counsel has reviewed and approved the second agreement amendment. Per City Special Legal Counsel, the amendment to the agreement does not require special posting in a local publication prior to approval.

Votes Required to Pass:

Simple majority

Ord. No. ……
File No. ….

The City of Crystal Lake Illinois

AN ORDINANCE APPROVING SECOND AMENDMENT TO THE CONCESSIONAIRE AND PROPERTY USE AGREEMENT (BUCK CENTRAL LLC)

WHEREAS, the City of Crystal Lake ("***City***") is a home rule unit of government and, pursuant to the provisions of Article VII, Section 6(a) of the Illinois Constitution may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City and Copley McGinnis Group, LLC ("***Copley***") previously entered into that certain Concessionaire and Property Use Agreement dated March 18, 2014, which agreement was subsequently amended on March 15, 2016 (the agreement, as amended, is hereinafter referred to as the "***Agreement***") relating to the installation and operation of a cable wakeboard park facility in the Three Oaks Recreation Area; and

WHEREAS, Copley was renamed Quarry Cable Park LLC ("***Quarry***"). On May 7, 2019, the City consented to the ownership of Quarry being assigned to Buck Central LLC ("***Concessionaire***"); and

WHEREAS, in pursuant to Section 5.11 of the Agreement, the Concessionaire is required to pay the City for certain security services ("***Security Services***"), and Concessionaire has an outstanding debt to the City related to those Security Services ("***Security Debt***"); and

WHEREAS, the Concessionaire and City desire to forgive the outstanding Security Debt and to amend the Agreement to provide the option to extend the term of the Agreement by four additional five-year terms, amend the rent structure, amend the auditing procedures related to the Concessionaire's finances, and to forgo the provision of certain Security Services ("***Second Amendment***"); and

WHEREAS, the Mayor and City Council have found and determined that it is in the best interest of the City and its residents to approve the Second Amendment and forgive the Security Debt as hereinafter set forth;

Draft

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Crystal Lake, McHenry County, Illinois, as follows:

Section One: Recitals. The foregoing recitals are incorporated herein as findings of the Mayor and City Council.

Section Two: Approval and Authorization of the Second Amendment. Pursuant to the City's home rule powers; and other applicable law, the Mayor and City Council hereby approves the Second Amendment in substantially the form attached hereto as **Exhibit A**, and the City Manager is hereby authorized and directed to execute such Second Amendment on behalf of the City, subject to such modifications as the City Manager finds (in consultation with the City Attorney) to be consistent with the intent and purposes of Exhibit A hereto.

Section Three: Forgiveness of Security Debt. The City hereby forgives the Security Debt, and such forgiveness shall become effective upon the execution of Second Amendment by the City and the Concessionaire.

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

AYES:

NAYS:

ABSENT:

PASSED this ___ day of _____, 2025.

APPROVED by me this ____ day of _____, 2025.

Draft

_____
Haig Haleblian, MAYOR

ATTEST:

_____
CITY CLERK

Exhibit A
Second Amendment

Draft

SECOND AMENDMENT TO THE CONCESSIONAIRE AND PROPERTY USE AGREEMENT

This Second Amendment to the Concessionaire and Property Use Agreement (the "Second Amendment") is entered into on the ____ day of _____, 2025 (the "Effective Date"), by and between the City of Crystal Lake, 100 W. Municipal Complex, Crystal Lake, Illinois 60014, an Illinois municipal corporation, (hereinafter referred to as the "City"), and Buck Central LLC ("Concessionaire"). Hereinafter, the City and the Concessionaire may be referred to individually, or collectively referred to as the "Parties".

RECITALS

WHEREAS, the City and Concessionaire's predecessor, Copley McGinnis Group LLC ("Copley"), previously entered into that certain Concessionaire and Property Use Agreement dated March 18, 2014 (hereinafter, the "Original Agreement") and on March 15, 2016 entered into the Concessionaire and Property Use Agreement Amendment (hereinafter, the "Amendment") (the Original Agreement, as amended by the Amendment, is hereinafter referred to as the "Agreement"); and,

WHEREAS, Copley was subsequently renamed Quarry Cable Park LLC ("Quarry"). On May 7, 2019, the City consented to the ownership of Quarry being assigned to Concessionaire, which has been assigned all rights and interests in and to, and obligations under, the Agreement; and,

WHEREAS, the Parties have determined that certain amendments to the Agreement would be appropriate and in their mutual self-interests, with deletions being represented by ~~strikethroughs~~ and additions being in **bolded and underlined**.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to further amend the Agreement as follows:

A. **Amendment to Article I.** Article I (Definitions) shall be amended as follows:

"Agreement Term" or **"Term"** shall be as defined in Section 2.02, and shall include the Renewal Terms **and Additional Renewal Terms.**

"Rent" shall mean the ~~Base Rent or the Adjusted Rent, as~~ **payments due to the City from Concessionaire identified as Rent** ~~as defined~~ in Article III.

"Facilities" means a functional, top-quality cable park/wakeboard park venue to be constructed by Concessionaire, at Concessionaire's sole cost, upon the Designated Premises including (i) overhead towers and cable systems for boat-free wakeboarding to as shown on the Concept Plan; (ii) a building ("the Building") containing approximately 5,000 square feet of space under roof to be constructed on the Designated Premises and containing a retail and pro shop area, ticket sales booth, rental area, private office space, restrooms and reception area; (iii) six tower cable wakeboard tower systems, including two pair of two tower systems; (iv) lake obstacles, including ramps, jumps and rails; (v) a full starting dock, including seating areas, covered viewing areas, walkways and landscaping; (vi) pedestrian bridge; (vii) expansion and construction of Additional Parking within the Designated Premises to enhance the existing parking capacity on the Land to at least 80 new parking spaces; (viii) landscaping,

Draft

irrigation, and other improvements to be constructed on the Designated Premises, (ix) all utilities including but not limited to sewer, water, electricity, natural gas, etc., and utility connections to existing infrastructure. The Facilities may also include a restaurant to serve patrons of the cable park/wakeboard park. All of the foregoing shall be designed, constructed and installed by Concessionaire, at Concessionaire's sole cost, in accordance with the Facility Plans (as hereinafter defined) which are submitted to and approved by the City. **The Facilities may further include indoor and outdoor spaces for private and community events provided that such indoor and outdoor spaces shall be subject to the approval of the City and further provided that such indoor and outdoor spaces shall only be constructed and occupied in compliance with all applicable provisions of the City Code, including but not limited to the City's Unified Development Ordinance. The Facilities may also include an inflatable floating water park (the "Aqua Park") which shall be designed and installed in accordance with the Concept Plan and the Site Plan, as may be approved by the City. The Aqua Park shall be located within the southeastern most section of the North Lake, accessed through the Facility only, and patron access by appointment only.**

B. **Amendment to Section 2.01.** Section 2.01 (Agreement for Concession) shall be amended as follows:

2.01 Agreement for Concession. The City, in consideration of the covenants, agreements and undertakings of Concessionaire as herein set forth, does hereby grant unto Concessionaire, and Concessionaire does hereby accept from the City, the right and privilege to occupy and use the Designated Premises for the Permitted Use throughout the duration of the Agreement Term and all upon and subject to the terms and conditions set forth in this Agreement. The Concessionaire agrees to operate the Facilities, weather permitting, seven days per week, **commencing on the Friday of Memorial Day weekend through August 14th** ~~during at least the months of May through September~~ of each Agreement Year. **From August 15th through the Monday of Labor Day weekend of each Agreement Year, the Concessionaire shall operate the Facilities as many days as possible, given the availability of staff.**

C. **Amendment to Section 2.02.** Section 2.02 of the Agreement (Agreement Term) shall be amended as follows:

The Agreement Term shall be the period of time beginning on the Effective Date and ending on the last day of the month in which falls the tenth (10^{th}) anniversary of the Rent Commencement Date ("the Expiration Date") unless terminated earlier as provided in this Agreement. The Agreement will terminate without further notice when the Agreement Term expires and any holding over by Concessionaire after the Agreement Term expires will not constitute a renewal of this Agreement or give Concessionaire any rights under this Agreement or to the Designated Premises.

D. **Amendment to Section 2.03.** Section 2.03 of the Agreement (Renewal Term) shall be amended as follows:

2.03 **Renewal Term.**

(a) **Renewal Terms: Following the expiration of the initial ten (10) year Agreement Term provided in Section 2.02 of this Agreement (the "Initial Term")** Concessionaire may extend the Agreement Term for up to two (2) additional periods of five (5) years each (each additional period being called a

Draft

"Renewal Term") by delivering ~~written notice~~ **the following documents** to the City**: (1) not later than one hundred and twenty (120) days prior to the then current Expiration Date, a financial review of the Concessionaire's Gross Revenues in a form and scope acceptable to the City, along with any supporting records reasonably requested by the City, and (2)** not later than ninety (90) days, but not earlier than one hundred eighty (180) days, prior to the then current Expiration Date**, a written notice to the City of the Concessionaire's election to extend the term of the Agreement by a Renewal Term, (collectively, the "Renewal Term Documents"). The financial review shall be prepared by an auditor selected by the City, and the cost of the financial review shall be shared equally between the City and the Concessionaire. A**ny such ~~extension~~ **Renewal Term shall** be subject to the same terms and conditions set forth herein. Provided, **however,** that the City may reject any Renewal Term **within 60 days of receiving all of the Renewal Term Documents** upon one or more of the following grounds:

(i) Concessionaire's failure to meet the agreement requirements, **including noncompliance with the renewal procedures provided in this Section**; or

(ii) **Concessionaire's** failure to correct identified public safety concerns; or

(iii) City's need to utilize the Designated Premises for a substantial public purpose, and for which no alternative location is available to the City to satisfy the identified public purpose.

(b) Additional Renewal Terms: In the event that the Concessionaire exercises both of the Renewal Terms described in 2.03(a), above, the Concessionaire may extend the Agreement Term for up to four (4) additional periods of five (5) years (each additional five (5) year period being called an "Additional Renewal Term") by delivering the following documents to the City: (1) not later than one hundred and twenty (120) days prior to the then current Expiration Date, a financial review of the Concessionaire's Gross Revenues in a form and scope acceptable to the City, along with any supporting records reasonably requested by the City, and (2) not later than ninety (90) days, but not earlier than one hundred eighty (180) days, prior to the then current Expiration Date, a written notice to the City of the Concessionaire's election to extend the term of the Agreement by a Additional Renewal Term, (collectively, the "Additional Renewal Term Documents"). The financial review shall be prepared by an auditor selected by the City, and the cost of the financial review shall be shared equally between the City and the Concessionaire. Any such Additional Renewal Term shall be subject to the same terms and conditions set forth herein. Provided, however, that the City may reject any Renewal Term within 60 days of receiving all of the Renewal Term Documents upon one or more of the following grounds:

(i) Concessionaire's failure to meet the agreement requirements, including noncompliance with the renewal procedures provided in this Section; or

Draft

(ii) Concessionaire's failure to correct identified public safety concerns; or

(iii) City's need to utilize the Designated Premises for a substantial public purpose, and for which no alternative location is available to the City to satisfy the identified public purpose.

E. **Amendment to Section 3.01(a).** Subsection (a) of Section 3.01(Rent) shall be replaced with the following:

(a) Rent. During the remainder of the Initial Term, the Renewal Terms, and the Additional Renewal Terms, Rent due from the Concessionaire to the City shall be calculated as follows:

1. Rent for each Agreement Year shall be the greater of:

(a) $35,000 per Agreement Year (the "Minimum Annual Rent"); or

(b) The combined total of five percent (5%) of all of the Gross Revenues received by the Concessionaire during the Agreement Year.

2. Minimum Annual Rent Increases During Renewal Terms and Additional Renewal Terms. During the first five (5) year Renewal Term, the Minimum Annual Rent to be applied in the calculation of Rent set forth in Section 3.02(a)(1), above, shall be $35,000 per Agreement Year. During the subsequent Renewal Term and each Additional Renewal Term, the "Minimum Annual Rent" as defined in Section 3.02(a)(1), above, shall be increased by the following schedule over the immediately preceding Renewal Term or Additional Renewal Term:

Additional Renewal Term 1: May 1, 2025 – April 30, 2030: $35,000
Additional Renewal Term 2: May 1, 2030 – April 30, 2035: $42,000
Additional Renewal Term 3: May 1, 2035 – April 30, 2040: $50,000
Additional Renewal Term 4: May 1, 2040 – April 30, 2045: $59,000
Additional Renewal Term 5: May 1, 2045 – April 30, 2050: $68,000
Additional Renewal Term 6: May 1, 2050 – April 30, 2055: $77,000

F. **Amendment to Section 3.01(b).** Subsection (b) of Section 3.01(Rent) shall be replaced with the following:

(b) Payment Due Date for Rent. Rent which is due for an Agreement Year during the Initial Term, the Renewal Terms and the Additional Renewal Terms shall be paid by the Concessionaire to the City by not later than sixty (60) days following the end of such Agreement Year (hereinafter, the "Due Date").

G. **Amendment to Section 3.01(c).** Subsection (c) of Section 3.01(Rent) shall be amended as follows:

Draft

(c) Rent in Final Agreement Year. With respect to payment of Rent for the final Agreement Year, the determination of Gross Revenue and the report regarding same as required by Section 3.06(b) shall be delivered to the City not later than thirty (30) days following the termination of this Agreement. If the termination of the Agreement is on a date prior to the end of the then current Agreement Year, the calculation of Rent shall be **prorated for the portion of the final Agreement Year during which the Agreement was in effect**. ~~based on the Gross Revenue for the portion of the final Agreement Year during which the Agreement was in effect~~

H. **Amendment to Section 3.06.** Section 3.06 (Books and Records) shall be amended as follows:

3.06 Books and Records.

(a) Concessionaire agrees to maintain a complete set of books and records in connection with all aspects of and specific to this Agreement relating to Gross Revenue ~~and Parking Fee Receipts~~, which books and records shall be kept and maintained in accordance with generally accepted accounting practices and procedures. Said books and records shall at all reasonable times be available for inspection, copying, audit and examination by the City or by properly designated employees or agents of the City. The City may require the keeping of additional records or accounts relating to Gross Revenue ~~and Parking Fee Receipts~~ which are customary for the businesses conducted on the Designated Premises and which are reasonably necessary for purposes of identifying, accounting for, and reporting Gross Revenue ~~and Parking Fee Receipts~~.

(b) In order to determine the Gross Revenue ~~and Parking Fee Receipts~~ received by Concessionaire, Concessionaire agrees that **by February 15th** ~~within thirty (30) days following the end~~ of the first Agreement Year and each Agreement Year thereafter, it will deliver to the City of Crystal Lake City Clerk a report certified by Concessionaire's **managing member** ~~auditor~~ as being true and correct and in a form to be prescribed by and acceptable to the City with sufficient detail to itemize all Gross Revenue ~~and Parking Receipts~~ received from the Designated Premises including revenue from each of the categories identified in the definition of Gross Revenue. **The submittal shall include an annual statement of revenues relating to the Designated Premises prepared by an accountant licensed** ~~The Concessionaire's accountant shall be licensed~~ by the Illinois Department of Financial and Professional Regulation **as a Certified Public Accountant.** ~~In addition, each proof of Parking Fee Receipt must show that the customer purchased admission fees, a season pass, or rented equipment related to the Permitted Use~~.

(c) ~~Audit~~**Financial Reviews**. The City shall have the right, **at no cost to the Concessionaire,** to audit **or conduct such other financial reviews that the City deems appropriate**, ~~at no cost to the Concessionaire~~, except as hereinafter provided, any or all such books, records and accounts **at any time.** ~~for the purpose of verifying the accuracy of Monthly payments required to be~~

Draft

~~paid to the City~~. **In connection with such audits or financial reviews, the Concessionaire shall cooperate with the City and provide the City with such financial records and related supporting documents reasonably requested by the City.** In the event that ~~such~~ **any** audit **or financial review, whether such audit or financial review is conducted pursuant to this section of the Agreement or any other provision in the Agreement,** shows that the payment due to the City is greater than the amount reported or paid by the Concessionaire, the City may conduct a special audit **("Special Audit")**. The cost, based on hourly rates, of a ~~special audit~~ **Special Audit** shall be borne by the Concessionaire if such ~~special audit~~ **Special Audit** confirms that a greater payment is due to the City than was paid or reported by the Concessionaire for the period covered by the ~~audit~~ **Special Audit**; provided however, that the Concessionaire share of such cost shall not exceed the amount of such underpayment. Concessionaire shall cooperate by all reasonable means in order to facilitate a timely and accurate completion of such ~~special audit~~ **Special Audit**. A copy of the report of such ~~special audit~~ **Special Audit** shall be addressed to each of the City and Concessionaire and shall be delivered to each of the City and Concessionaire at substantially the same time.

If such ~~special audit~~ **Special Audit** reveals that Concessionaire has understated Gross Revenues, as defined herein~~, or overstated Parking Fee Receipts~~ by five percent (5%) or more, then, within thirty (30) days following receipt of such ~~special~~ audit report, Concessionaire shall pay to the City the amount of any Rent deficiency based on such understated Gross Revenue ~~and overstatement of Parking Fee Receipts~~ ~~together with~~ **and** all of the City's fees, costs and expenses **related to the Special Audit**, including without limitation attorneys' fees, and **a penalty of ten percent (10%) of the Rent deficiency** ~~such penalties for late payment as may be applicable pursuant to other provisions of this Agreement~~. If such ~~special~~ audit shall indicate an understatement of Gross Revenue ~~and overstatement of Parking Fee Receipts~~ of less than five percent (5%), Concessionaire, in the manner provided herein, shall pay any Rent deficiency. If such audit indicates an overstatement of Gross Revenue **resulting in an overpayment of Rent paid to the City** ~~and understatement, if on account of such overstatement or understatement, Rent in excess of amounts due have been paid by Concessionaire to the City~~, then such overpayment and any amount paid by the Concessionaire for such ~~special~~ audit shall be credited against the next due installment of Rent. Nothing herein is intended to require Concessionaire to provide to the City, or to allow the City to obtain from Concessionaire, confidential financial and tax return information concerning Concessionaire and its investors. The City may, at any time, make inquiries pertaining to the operation of the Designated Premises and the improvements thereon, and Concessionaire shall respond to such inquiries on a timely basis.

I. **Amendment to Section 5.02.** Section 5.02 (use Fee) shall be amended as follows:

5.02 **Use Fees. By not later than April 15th of each Agreement Year** ~~At least ninety (90) days prior to the date on which the Concessionaire opens for business during each year~~ of the Agreement Term, Concessionaire shall submit to City for City's

Draft

written approval, proposed Use Fees for the use of the Facilities by members of the public. The Use Fees shall be based upon the prevailing market rate for similar facilities, and shall be subject to the written approval of the City, which approval shall not be unreasonably withheld. If the parties cannot agree to Use Fees for any Agreement Year by the first day of such Agreement Year, either party may terminate this Agreement upon thirty (30) days written notice to the other party. Notwithstanding the cancellation of this Agreement pursuant to this paragraph, any rent which has been accrued prior to the effective date of cancellation shall be paid not later than the end of the aforementioned thirty (30) day written notice period.

J. **Amendment to Section 5.03** Section 5.03 shall be amended as follows:

5.03 Compliance with Restrictions and Laws **and Submittal of Aquatic Safety Plan**

(a) Compliance with Laws. Concessionaire shall at Concessionaire's sole expense~~,~~**:** (a) **operate the Facilities in compliance** ~~comply~~ with all applicable laws, orders, ordinances, and regulations of federal, state, county, and municipal authorities having jurisdiction over the Designated Premises and the Facilities, including City Building Codes and ordinances, (b) comply with any directive, order or citation made pursuant to law by any public officer requiring abatement of any nuisance or which imposes upon the City or Concessionaire any duty or obligation arising from Concessionaire's occupancy or use of the Designated Premises and the Facilities, or required by reason of a breach of any of Concessionaire's obligations hereunder or by or through other fault of Concessionaire, (c) comply with all insurance requirements applicable to the Designated Premises~~, and~~ d) indemnify and hold the City harmless from any loss, cost, claim or expense which the City incurs or suffers by reason of Concessionaire's failure to comply with its obligations under clauses (a), (b), (c) or (d) above. If Concessionaire receives notice of any such directive, order citation or of any violation of any law, order, ordinance, regulation or any insurance requirements, Concessionaire shall promptly notify the City in writing of such alleged violation and furnish the City with a copy of such notice.

(b) Submittal of Aquatic Safety Plan. Prior to commencement of operation of the Aqua Park, Concessionaire shall submit for review and approval a safety plan prepared by an aquatic safety consultant (the "Approved Safety Plan") and shall operate the Aqua Park in full compliance with the Approved Safety Plan. The Approved Safety Plan shall be subject to review and, if appropriate, modification prior to the May 1st of each year during which this Agreement is in effect and the Aqua Park is in operation.

Draft

K. **Amendment to Section 5.08(b).** Section 5.08(b) shall be amended as follows:

(b) Concessionaire shall operate the Facilities in such a manner that the Facilities will be regularly and continuously open, staffed and available for use by the public during season appropriate dates and times. **By not later than April 15th of each** ~~Prior to the commencement of each~~ Agreement Year, the Concessionaire shall provide to the City it's intended dates and hours of operation for such Agreement Year (hereinafter, "the Schedule"). The Schedule shall be subject to the review and approval of the City, which approval shall not be unreasonably withheld. The Concessionaire shall post its days and hours of operation on a conspicuous location upon the Building. Lighting of the Facilities (indoor and exterior landscaping and security only) is permissible after dark to the extent allowed under applicable regulations. Lighting of the towers, cables and lake obstacles is prohibited unless required by applicable City regulations, or approved by the City.

L. **Amendment to Section 5.08(d).** Section 5.08(d) shall be amended as follows:

(d) In the event that the Concessionaire elects to operate a restaurant to service patrons of the cable park/ wakeboard park the Concessionaire may apply for a liquor license. Provided that such liquor license is issued, the Concessionaire may sell alcoholic liquor, consistent with such license and pursuant to the further restrictions set forth in this Section 5. Alcoholic liquor sold by the Concessionaire pursuant to a liquor licensed issued by City upon the Designated Premises shall only be consumed within the restaurant and related patio upon the Designated Premises **and upon such areas of the beach located upon the Designated Premises as may be specifically approved by the Liquor Commissioner.**

M. **Amendment to Section 5.11.** Section 5.11 (Park Fees/Costs of Security) shall be amended as follows:

5.11 Park Fees/Costs of Security**.** Patrons of Concessionaire's business shall be required to pay all normally applicable entry fees at the Three Oaks Recreation Area during regular operating hours. Concessionaire may elect to rebate any park fee to its Patrons. After normal operating hours of the Three Oaks Recreation Area, no entrance fee will be charged at the gate to the Land. ~~The City utilizes the services of a security guard between the normal closing time of the Three Oaks Recreation Area and 3:00 a.m. on a daily basis ("After Hours Security"). The Concessionaire shall reimburse the City for one-half (1/2) of its total annual (January 1 – December 30) cost and expenses relating to the employment/retention of one security guard providing After Hours Security ("Security Costs"). The annual cost shall be calculated using the highest hourly rate paid an existing security guard. In the event that additional security, or police personnel are required to provide security related to Concessionaire's use of the Designated Premises due to special events, or requires the engagement of personnel other than the single security guard utilized to provide after Hours Security, Concessionaire shall be solely responsible for the payment of all costs~~

Draft

~~related to the employment/retention of such security personnel ("Additional Security Costs"). The Concessionaire shall remit to the City the Security Costs and the Additional Security Costs within fourteen (14) days of billing by the City.~~

N. **Amendment to Section 5.12.** Section 5.12 (Concessionaire's Employees) shall be amended as follows:

5.12 Concessionaire's Employees Concessionaire shall require its employees at all times to conduct themselves in a professional manner, and conform to all applicable current and future City rules, regulations and requirements. The City shall provide Concessionaire with copies of all applicable current and future City rules, regulations and requirements and amendments or modifications to same as they become available from time to time. Concessionaire's employees shall not be subject to the City's personnel rules or regulations. The City reserves the rights to conduct a background verification, including fingerprinting/criminal background checks, on all Concessionaire staff. Each employee of the Concessionaire shall wear an easily identifiable uniform ~~with the Concessionaire's name and name tag with the employee's name~~ so that the public can recognize that such person is associated with the Concessionaire. Concessionaire shall maintain a staff adequate to operate and administer the Concession in a safe, efficient and orderly manner. The adequacy of the Concessionaire's staff shall be determined with references to the dates, times and anticipated usage of the Concession Premises. All personnel employed by Concessionaire shall at all times and for all purposes be solely in the employment of the Concessionaire and the Concessionaire shall be responsible for directing such personnel and shall control the operative details of their work

O. **Amendment to Section 16.06.** The Concessionaire's contact information in Section 16.06 (Notice) shall be amended as follows:

16.06 **Notice**. All rents or other sums, notices, demands, or requests from one party to another shall be personally delivered or sent by United States mail certified, or registered, return receipt requested, posted prepaid, to the addresses stated in this Section.

…

If to Concessionaire:

~~Copley McGinnis LLC~~ **Buck Central LLC**
Attention: ~~Charles Copley and~~ Patrick McGinnis
~~33 Gates Street~~ **367 Sunset Dr.**
~~Crystal Lake, IL 60014~~ **Lakewood, IL 60014**

P. **Remaining Terms Unchanged:** All other remaining terms and conditions contained in the Agreement shall remain in full force and effect. To the extent that a conflict exists between the language of this Second Amendment and the Agreement, the terms and conditions of this Second Amendment shall control.

Draft

IN WITNESS WHEREOF, the parties' authorized representatives have executed this Second Amendment as of the dates set forth below.

CITY of CRYSTAL LAKE	CONCESSIONAIRE
By: _____	By: _____
Printed Name: Eric T. Helm	Printed Name: _____
Title: City Manager	Title: _____
Date: _____	Date: _____

Draft

Agenda Item No: 21

City Council
Agenda Supplement

Meeting Date: March 18, 2025

Item: Proposal Award – Gridless Power Video Surveillance Trailer

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute a purchase agreement with Gridless Power for the purchase of a Police Department Video Surveillance Trailer in the proposed amount of $45,430.01 and execute change orders for up to 10% of the contract amount.

Staff Contact: James Black, Chief of Police
Jodie Hartman, Finance Director

Background:

The Police Department is seeking authorization to purchase the Gridless Sentry Towable Video Surveillance Trailer from Gridless Power Corporation to be used during outdoor events to afford added safety and security to the public.

Public safety and crime prevention remain the core priorities of the Crystal Lake Police Department. Staying up to date on current and emerging technology is essential in our efforts to fulfill our mission of preserving public safety for the Crystal Lake residents we serve. With the introduction of a Video Surveillance Trailer, the Crystal Lake Police Department can add another layer of security to outdoor events which can be deployed at a moment's notice.

Currently the Police Department does not have a trailer with mounted video cameras.

A request for proposal was drafted and posted on the City's online bid software, QuestCDN. Two companies submitted proposals prior to the deadline which meet the requirements set forth in the request. The information in those proposals is as follows:

Item:	**Gridless Power√**	**Imperial Surveillance**
Illinois DOT approved towable trailer with telescoping mast, solar panels, LTE cellular modem, battery, AC charging, 2"ball-hitch, and four retractable leveling jacks. LTE modem must be supported by Verizon Cellular and support simultaneous video transmission of below listed cameras. Battery must support video transmission for a minimum of 48 hours without solar or AC power. Mast must support three detachable Verkada cameras.	$36,159.20	$42,499.00
Verkada CD62-30E-HW 512 GB of Storage	$1,359.20	$1,799.00
Verkada CB62-512TE-HW 512 GB Storage	$1,519.20	$1,999.00
Verkada CP52-512E-HW 512 GB Storage	$2,959.20	$4,199.00
3 year Verkada Camera licensing and warrantee	$1,317.60	$1,899.00
Remote training	Free	$599.00
Shipping / Delivery	$1,950.01	$2,999.00
Total Initial Cost	**$45,264.50**	**$55,993.00**

√ Lowest responsive and responsible proposer.

The Gridless Sentry towable trailer from Gridless Power met the overall specifications of the request for proposal at cost, which is in line with budgeted funds.

Recommendation:

This contract is being presented pursuant to a request for proposal process. Under such process, the contract is to be awarded to the vendor whose proposal will be "the most advantageous to the City, taking into consideration price and the evaluation factors set forth in the request for proposals." City staff has reviewed the proposals received, and determined that the recommended consultant satisfies these criteria.

Based on the proposals received, the Police Department is recommending that the City Council approve the purchase of the Gridless Sentry Towable Surveillance Trailer, as the lowest price and best overall proposal with a cost of $45,264.50. City legal counsel has reviewed the proposals and agrees with the Department's recommendation. The purchase of this trailer was authorized within the FY25 Budget.

Votes Required to Pass:

Simple majority.

Res. 25-___

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is hereby authorized to execute a purchase agreement with Gridless Sentry Towable Video Surveillance Trailer package for the cost of $45,264.50 and execute change orders for up to 10% of the contract amount.

DATED this 18th day of March, 2025.

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: March 18, 2025
APPROVED: March 18, 2025

Draft

37. PRICING SHEET: Pricing should be all-inclusive and presented as a not-to-exceed amount.

Company Name: Gridless Power Corporation

Company Address: 790S Browning Road Suite 104

City, State, Zip Code: Pennsauken Township, NJ 08109

Contact Person: Maredyth Daily

Contract Person Phone / E-Mail: m.daily@gridless.com (410-312-9167

Proposals for: Video Surveillance Trailer, per the specifications identified herein.

Item:	Price
Illinois DOT approved towable trailer with telescoping mast, solar panels, LTE cellular modem, battery, AC charging, 2"ball-hitch, and four retractable leveling jacks. LTE modem must be supported by Verizon Cellular and support simultaneous video transmission of below listed cameras. Battery must support video transmission for a minimum of 48 hours without solar or AC power. Mast must support three detachable Verkada cameras.	$ 36,159.20
Verkada CD62-30E-HW 512 GB of Storage	$ 1,359.20
Verkada CB62-512TE-HW 512 GB Storage	$ 1,519.20
Verkada CP52-512E-HW 512 GB Storage	$ 2,959.20
3 year Verkada Camera licensing and warrantee	$ 1,317.60
Remote training	$ FREE
Shipping / Delivery	$ 1950.01

- **Proposals must be submitted no later than Submission Deadline as set forth in the RFP.**
- No consideration will be given to Proposals received after the Submission Deadline.
- Bidders must submit a sealed envelope with three copies of the proposal. Proposals may be submitted online via the City's online bidding platform, QuestCDN, in place of a physical submittal. One electronic copy on thumb drive may also be provided.

The signing and submission of this proposal shall indicate commitment by the consultant to adhere to the provisions described in this RFP, including any addenda. Signing the Proposal indicates the consultant's complete understanding, accuracy, and agreement of their response. The submitted proposal and any and all addenda shall be considered part of the final contract/agreement. An authorized representative of the bidder must sign below.

Signature: _____ Date: 03/07/2025

Printed Name: JASON HALPERN Title: CEO

37. PRICING SHEET: Pricing should be all-inclusive and presented as a not-to-exceed amount.

Company Name: Imperial Surveillance

Company Address: 1601 E Angonquin Rd

City, State, Zip Code: Arlington Heights, IL 60005

Contact Person: Chad McCollom

Contract Person Phone / E-Mail: Chad@ImperialCCTV.com

Proposals for: Video Surveillance Trailer, per the specifications identified herein.

Item:	Price
Illinois DOT approved towable trailer with telescoping mast, solar panels, LTE cellular modem, battery, AC charging, 2"ball-hitch, and four retractable leveling jacks. LTE modem must be supported by Verizon Cellular and support simultaneous video transmission of below listed cameras. Battery must support video transmission for a minimum of 48 hours without solar or AC power. Mast must support three detachable Verkada cameras.	$ 42,499.00
Verkada CD62-30E-HW 512 GB of Storage	$ 1,799.00
Verkada CB62-512TE-HW 512 GB Storage	$ 1,999.00
Verkada CP52-512E-HW 512 GB Storage	$ 4,199.00
3 year Verkada Camera licensing and warrantee	$ 1,899.00
Remote training	$ 599.00
Shipping / Delivery	$ 2,999.00

- **Proposals must be submitted no later than Submission Deadline as set forth in the RFP.**
- No consideration will be given to Proposals received after the Submission Deadline.
- Bidders must submit a sealed envelope with three copies of the proposal. Proposals may be submitted online via the City's online bidding platform, QuestCDN, in place of a physical submittal. One electronic copy on thumb drive may also be provided.

The signing and submission of this proposal shall indicate commitment by the consultant to adhere to the provisions described in this RFP, including any addenda. Signing the Proposal indicates the consultant's complete understanding, accuracy, and agreement of their response. The submitted proposal and any and all addenda shall be considered part of the final contract/agreement. An authorized representative of the bidder must sign below.

Signature: _____ Date: 3-3-25

Printed Name: Chad McCollom Title: Sales Engineer

Agenda Item No: 22

City Council
Agenda Supplement

Meeting Date: March 18, 2025

Item: Board and Commission Reappointments – Police Pension Board

Recommendation: Motion to reappoint Assistant Finance Director Adam Orton to the Board of Trustees of the Police Pension Fund to complete a two-year term expiring June 30, 2026 and that Robert Cormier Jr. be reappointed for a two-year term commencing on July 1, 2025 and expiring on June 30, 2027.

Contact: Haig Haleblian, Mayor

Background:
The Illinois Pension Code (the "Code") establishes the Board of Trustees of the Police Pension Fund for municipalities. It provides that the board shall be comprised of five members, two of whom are appointed by the mayor. The Code further provides that two members are elected from the active participants of the pension fund by the active participants and the fifth member is to be elected by and from the beneficiaries. The two members appointed by the Mayor, subject to the approval of the City Council, each serve a staggered two-year term or until their successors are appointed and qualified.

At this time, it is recommended that Assistant Finance Director Adam Orton be reappointed to the Board of Trustees of the Police Pension Fund to complete a two-year term expiring June 30, 2026 and that Robert Cormier Jr. be reappointed for a two-year term commencing on July 1, 2025 and expiring on June 30, 2027. Both shall serve through the expiration of their term or until their successors are appointed and qualified.

Votes Required to Pass: Simple majority

RESOLUTION CONFIRMING THE REPOINTMENT OF MEMBERS OF THE BOARD OF TRUSTEES OF THE POLICE PENSION FUND, ADAM ORTON AND ROBERT CORMIER, JR.

WHEREAS, The Board Of Trustees of Police Pension Fund (the "Board of Trustees") is comprised of five members, two of whom are appointed by the Mayor with the advice and consent of the Crystal Lake City Council; and

WHEREAS, Assistant Finance Director, Adam Orton, was appointed on January 17, 2023 to the Board of Trustees to serve until the expiration of the then existing term or until his successor was appointed and qualified; and

WHEREAS, in November of 2015, Robert Cormier, Jr. was reappointed for a two-year term expiring June 30, 2017 or until his successor was appointed and qualified; and

WHEREAS, the Mayor has recommended the reappointment of Adam Orton for the remainder of the existing two-year term expiring on June 30, 2026 and the reappointment of Robert Cormier, Jr. for the remainder of the existing two-year term expiring on June 30, 2025 and the reappointment of Robert Cormier, Jr. for a two-year term commencing on July 1, 2025 and expiring on June 30, 2027.

Draft

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 incorporated as though fully set forth herein.

SECTION TWO. Reappointment of Adam Orton and Robert Cormier, Jr. By the adoption of this resolution, the City Council confirms the reappointment of Adam Orton to the Board of Trustees of the Police Pension Fund to complete the two year term expiring on June 30, 2026 and further confirms the reappointment of Robert Cormier, Jr. to the Board of Trustees of the Police Pension Fund to complete the two-year term expiring June 30, 2025 and

reappointment of Robert Cormier, Jr. to the Board of Trustees of the Police Pension Fund for the term commencing July 1, 2025 and expiring June 30, 2027.

DATED this 18th day of March, 2025

APPROVED:

_____
Haig Haleblian, MAYOR

SEAL:

ATTEST:

_____
CITY CLERK

Draft

PASSED: March 18, 2025
APPROVED: March 18, 2025

Agenda Item No: 23

City Council
Agenda Supplement

Meeting Date: March 18, 2025

Item: Board and Commission Reappointments – Firefighters' Pension Board

Recommendation: Motion to reappoint Fire Rescue Chief Craig Snyder and Assistant Finance Director Adam Orton to the Firefighters' Pension Board for the remainder of their existing terms and reappoint both to new three-year terms commencing July 1, 2025 and expiring on June 30, 2028.

Contact: Haig Haleblian, Mayor

Background:
The Illinois Pension Code (the "Code") establishes the Board of Trustees of the Firefighters' Pension Fund for municipalities. It provides that the board shall be comprised of five members, two of whom shall be appointed by the mayor. The Code provides that two members are elected from the active participants of the pension fund by the active participants and the fifth member is to be elected by and from the beneficiaries. The two members appointed by the Mayor, subject to the approval of the City Council, each serve a term of three years or until their successors are appointed and qualified.

At this time, it is recommended that the Fire Rescue Chief, Craig Snyder, and Assistant Finance Director, Adam Orton, be reappointed to the Firefighters' Pension Board for the remainder of their existing terms and reappointed to new three-year terms commencing July 1, 2025 and expiring on June 30, 2028.

Votes Required to Pass: Simple majority

RESOLUTION CONFIRMING THE REPOINTMENT OF MEMBERS OF THE BOARD OF TRUSTEES OF THE FIREFIGHTERS' PENSION FUND, CRAIG SNYDER AND ADAM ORTON

WHEREAS, The Board of Trustees of the Firefighters' Pension Fund (the "Board of Trustees") is comprised of five members, two of whom are appointed by the Mayor with the advice and consent of the Crystal Lake City Council; and

WHEREAS, Assistant Finance Director, Adam Orton, was appointed on January 17, 2023 to the Board of Trustees to serve until the expiration of the then existing term or until his successor was appointed and qualified; and

WHEREAS, on August 1, 2023 Crystal Lake Fire Rescue Chief, Craig Snyder, was appointed to the Board of Trustees to serve the then existing term or until his successor was appointed and qualified; and

WHEREAS, the Mayor has recommended the reappointment of Adam Orton and Craig Snyder for the remainder of their existing terms and the reappointment of Adam Orton and Craig Snyder for new three-year terms commencing on July 1, 2025 and expiring on June 30, 2028.

Draft

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 incorporated as though fully set forth herein.

SECTION TWO. Reappointment of Adam Orton and Craig Snyder. By the adoption of this resolution, the City Council confirms the reappointment of Adam Orton and Craig Snyder to the Board of Trustees of the Firefighters' Pension Funda for the remainder of their existing terms and the reappointment of Adam Orton and Craig Snyder to a new three-year term commencing on July 1, 2025 and expiring on June 30, 2028.

DATED this 18th day of March, 2025

APPROVED:

_____
Haig Haleblian, MAYOR

SEAL:

ATTEST:

_____
CITY CLERK

PASSED: March 18, 2025
APPROVED: March 18, 2025

Draft