CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING

City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
April 1, 2025
7:00 p.m.

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Approval of Minutes – March 18, 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 – Crystal Lake Police Department's National Night Out – Thursday, August 7, 2025**
   b. **2025 Indian Uprising Special Event and Police Assistance Fee Waiver Request – August 7-10, 2025**
   c. **Class 20 Temporary Liquor License Request – Turning Point, Friday, April 4, 2025**
   d. **Crystal Lake Academy Building Landmark Application**
   e. **3004 Walkup Road – County Zoning Request**

10. **City Code Amendment to Increase the Number of Class 9 Liquor Licenses – Applicant: La Presa Restaurant 2, Inc., d/b/a Tacos and Tequila Bar, located at 540 E. Terra Cotta Avenue**

11. **New and Expanding Retailer Facade and Commercial Tenant Improvement Grant Funds and Waiver of the requirement to file the application prior to commencing improvements for Black Market Bakery, 86 N. Williams Street, requesting up to $10,000 in matching grant funds**

12. **New and Expanding Retailer Facade and Commercial Tenant Improvement Grant Funds request for Burrito Parrilla, 855 E. Terra Cotta Avenue, requesting up to $10,000 in matching grant funds**

13. **5186 Northwest Highway, Merlot Basement Solutions - Sign Variation for Merlot Basement Solutions adding 50.56 square feet of signage to the front facade**

14. Approval of Electrical Facilities Service Acknowledgement with Commonwealth Edison Company (ComEd) to provide electrical service to the Three Oaks Recreation Area Storm Water Pump Station

15. Bid Award – Three Oaks Recreation Area Pedestrian Trail Remaining Segments

16. Designation of Sewer Cleaner Truck as Surplus, Authorization of Sewer Cleaner Truck Trade-in, and Purchase of New Sewer Cleaner Truck Using Sourcewell Purchasing Cooperative Contract #101221

17. Designation of Wheel Loader as Surplus, Authorization of Wheel Loader Trade-in, and Purchase of a new Wheel Loader Using Sourcewell Purchasing Cooperative Contract #011723

18. Council Inquiries and Requests

19. 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

20. Reconvene to Regular Session

21. 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: April 1, 2025

Item: Special Event Request and Street Closure – Crystal Lake Police Department's National Night Out – Thursday, August 7, 2025

Recommendation: Motion to approve the Crystal Lake Police Department's Special Event for National Night Out and street closure of Williams Street between Brink Street and Crystal Lake Avenue on August 7, 2025 pursuant to the staff recommended conditions.

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

Background: The City of Crystal Lake Police Department has applied for a Special Event Permit to hold National Night Out in downtown Crystal Lake. The event is to be held on Williams Street between Brink Street and Crystal Lake Avenue on August 7, 2025 between 3:00 p.m. and 8:00 p.m. The event will include a mobile DJ, food vendors, and games.

The proposed event will be held in the same location as the previous year's National Night Out events that were approved by the City Council.

The Police Department worked with Downtown Crystal Lake to ensure there were no conflicts for the proposed event. Downtown Crystal Lake did not have any concerns regarding the proposed event. The City has received a letter of support from the Downtown Crystal Lake Association.

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

1. This approval is valid for the Special Event Permit and closure of Williams Street between Brink Street and Crystal Lake Avenue on August 7, 2025 from 3:00 p.m. to 8:00 p.m.
2. The event shall be in accordance with the submitted site plan.
3. All electrical must comply with the 2017 National Electric Code and is subject to an inspection prior to starting the event.
4. Promotional and informational banners and signage are approved via this approval. Please contact the Building Division regarding the details of the signage to be used in conjunction with the event. Signs cannot obstruct the view of traffic or be attached to utility poles.

5. The applicant is responsible for obtaining all necessary McHenry County Health Department permits.
6. The applicant must provide adequate trash receptacles, which need to be emptied on a regular basis throughout the event, and following post-event cleanup. Downtown amenities and landscaping must be properly maintained and/or restored to their original condition, as necessary. Waste materials in/under and within 30 feet of all tents/canopies need to be stored in approved containers. (Garbage cans must be provided for waste.)
7. Provide approved access for emergency vehicles to gain entry to the event as well as maintain access to the existing structures. This must include a minimum 20-foot access in the roadway, the parking areas serving the alley to the rear of Williams Street, and the Brink Street lot near the Raue Center. Any barricades used must be easily moveable for emergency access.
8. Fire hydrants shall be accessible or unobstructed.
9. Tents and canopies used for an event must comply with City requirements.
10. Signs indicating the road closures are to be posted a minimum of 24 hours prior to the event.
11. All directly affected businesses should be notified of road closure as far in advance as possible.

The applicant has been made aware of these recommended conditions and advised to attend the April 1, 2025 City Council meeting to answer any questions.

Votes Required to Pass: A simple majority vote.

CITY OF
Crystal Lake
ILLINOIS

SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

EVENT NAME National Night Out

EVENT LOCATION Downtown Crystal Lake (William's Street South of Brink)

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 _____	

2. General Description/Purpose of the event:
A national community-building capaign that promotes police-community partnerships.

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: 10

9. Estimated attendance: 1,000

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: Kris Stolzman
13. Contact Information for Event Manager:

Address: 100 W. Woodstock Street
Crystal Lake, IL 60014

(Please check preferred means of contact)

Daytime phone: 815-356-3673 ☑

Emergency phone: _____ ☐

Cell phone: _____ ☐

Email: Kstolzman@crystallake.org ☐

EVENT OPERATION

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

Set Up: 8/7/25 3pm
Event: 8/7/25 5pm
Dismantling: 8/7/25 9pm

15. Hours of the event:

Set Up: 3pm
Event: 5pm
Dismantling: 8pm

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
    Food vendors will utilize generator. Permission to use business power if needed.

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:
CLFD and CLPD on scene.

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 Water for dunk tanks

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.

Signature

02/06/2025
Date

Kris Stolzman
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

25 West Crystal Lake Avenue - Crystal Lake, Illinois 60014
Phone: (815) 479-0835
Website: www.DowntownCL.org - Email: Info@DowntownCL.org

February 3, 2025

Kristiana Stolzman
Community Relations Office
100 W. Woodstock St.
Crystal Lake, IL 60014

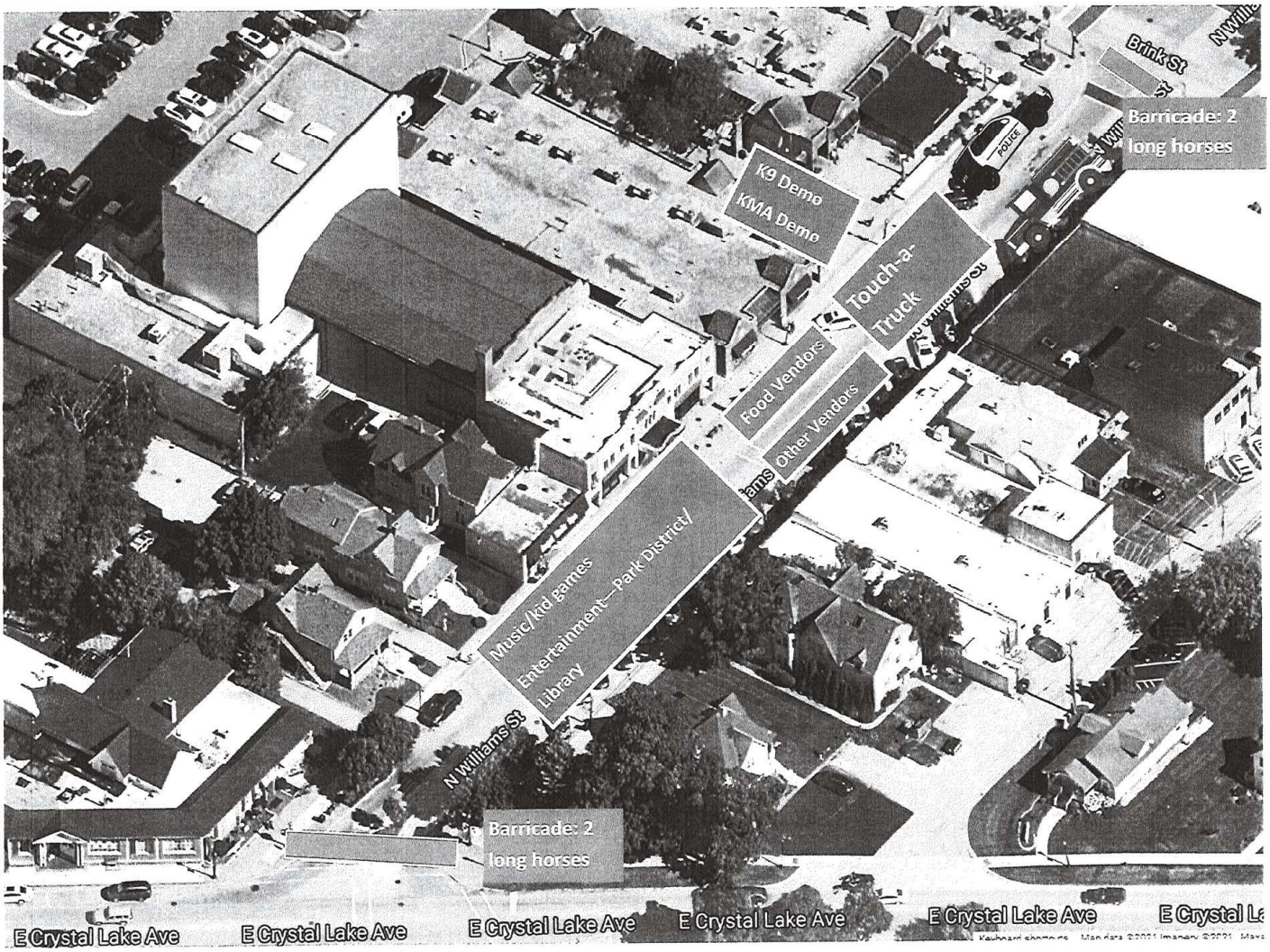
Dear Ms. Stolzman,

On behalf of Downtown Crystal Lake / Main Street (the Historic Downtown District of Crystal Lake), I want to express our full support for the National Night Out event being held on August 7, 2025. We believe this event adds a lot of value to our community and we are happy that Downtown Crystal Lake is the setting for it. Please let us know how we can support you as opportunities arise.

Sincerely,

Joy Neal

Joy Neal
Executive Director


Brink St
Barricade: 2 long horses
POLICE
K9 Demo
KMA Demo
Touch-a-Truck
N Williams St
Food Vendors
Other Vendors
Music/kid games
Entertainment—Park District/ Library
N Williams St
Barricade: 2 long horses
E Crystal Lake Ave
E Crystal Lake Ave
E Crystal Lake Ave
E Crystal Lake Ave
E Crystal Lake Ave

Agenda Item No: 9b

City Council
Agenda Supplement

Meeting Date: April 1, 2025

Item: 2025 Indian Uprising Special Event and Police Assistance Fee Waiver Request – August 7-10, 2025

Staff Recommendation: Motion to approve the Cruisin' Tigers Pontiac Club's application for a Special Event and Fee Waiver of the Police Department chargeback fees ($7,722.40).

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

Background:
The Cruisin' Tigers Pontiac Club is proposing to hold its 34th Annual Indian Uprising fundraiser at the Holiday Inn in Crystal Lake on August 7 through August 10, 2025. The outdoor event will include a car show of over 500 classic cars, a live band, food trucks, a raffle, and petting zoo. Alcohol will be sold and served by the Holiday Inn as part of the event. This is the fifth time the event will held in Crystal Lake at the Holiday Inn.

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

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

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

Fee Waivers

Since this is a fundraiser for the Cruisin' Tigers Pontiac Club and the proceeds are donated to the Humanitarian Service Project and the Friends for Therapeutic Equine Activities, they are requesting that the Police chargeback fee be waived. The estimated cost of Police personnel for the event is approximately $7,722.40. This fee was waived last year by City Council.

The applicant has been advised to attend the April 1, 2025 City Council meeting to answer any questions.

Votes Required to Pass: Simple majority vote.

CITY OF Crystal Lake ILLINOIS

SPECIAL EVENTS APPLICATION 2025

Please PRINT or TYPE

EVENT NAME INDIAN UPRISING ALL PONTIAC WEEKEND

EVENT LOCATION HOLIDAY INN CRYSTAL LAKE

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

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

GENERAL EVENT INFORMATION

1. TYPE OF EVENT (Check all that apply)

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

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

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

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

9. Estimated attendance: 5000 OVER THE WEEKEND

RECEIVED
FEB 21 2025
By:

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: ARNOLD GOLDSTEIN
13. Contact Information for Event Manager:

Address: 751 E. STARK DR
PALATINE, IL. 60074

Daytime phone: [redacted] preferred means of contact) ☒

Emergency phone: SAME AS ABOVE ☐

Cell phone: SAME AS ABOVE ☐

Email: [redacted] ☒

EVENT OPERATION

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

Set Up: AUGUST 7-8 2025

Event: AUGUST 9+10 2025

Dismantling: AUGUST 10 2025

15. Hours of the event:

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

Event: 10:00 AM - 5:00 PM FRIDAY 8:00 - 9:00 PM SATURDAY

Dismantling: 4:00 PM - 6:00 PM SUNDAY 8:00 - 4:00 PM SUNDAY

CITY MANAGER'S OFFICE

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

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

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

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

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

BEER GARDEN SATURDAY

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

Please complete the attached Temporary Liquor License Application

COMMUNITY DEVELOPMENT

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

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

Temporary community event signs ☒ Yes ☐ No

Temporary neighborhood event signs ☐ Yes ☒ No

Directional signs ☒ Yes ☐ No

Banner ☒ Yes ☐ No

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

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

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

Description of Products AUTOMOTIVE

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

Name of Company_____
Address_____
Phone_____

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

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

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

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

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

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

BAND ON SATURDAY EVENING

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

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.

Arnold Goldstein
Signature

FEBRUARY 20 2025
Date

ARNOLD GOLDSTEIN
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



2/26/2025

To Whom it May Concern,

We are the Cruisin' Tigers GTO & All Pontiac Club and we are holding our annual car event at the Crystal Lake Holiday Inn & Convention Center on Friday, August 8th to Sunday, August 10th, 2025. We are a Not-For-Profit organization and we donate all proceeds from the event to our charities.

We respectfully request a waiver of the police fee for our event. We have security in place for the hours the show is not open.

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

Sincerely,

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

www.cruisintigers.com


Food vendor
DQ
show cars, trailers, vendors, RVs, spectator entrance
Petting zoo
car show signs
TEMPORARY TRAILER PARKING UNTIL 6:00 PM FRIDAY
ALL PONTIAC SHOW CARS
SHOW CARS
SPECTATOR PARKING
VENDOR SPACES
ACCESS RAMP
HOLIDAY INN EMPLOYEE ENT.
EXIT
CAR SHOW SIGN
YELLOW ZONE SPECTATORS CRUISE NIGHT AREA SEATING
BAND STAGE 12'x32'
BRIAN JAX WAX
PARKING ATTENDANT
MAIN ENTRANCE

Agenda Item No: 9c

City Council
Agenda Supplement

Meeting Date: April 1, 2025

Item: Class 20 Temporary Liquor License Request – Turning Point, Friday, April 4, 2025

Staff Recommendation: Motion to approve issuance of a Class 20 Temporary Liquor License to Turning Point

Staff Contact: Nick Hammonds, Deputy City Manager

Background:
The City has received a request from Turning Point for the issuance of a Class 20 Temporary Liquor License in order to offer alcohol in the package only, as a raffle prize for a fundraiser on Friday, April 4, 2025. While raffle licenses are approved administratively per the City Code, the issuance of a temporary liquor license requires consideration by the City Council.

The organization will need a temporary liquor license as the awarding of alcoholic liquor as a raffle prize is considered the sale of alcohol by the State Liquor Control Act. The alcoholic raffle prizes will be awarded at the Crystal Lake Country Club, located at 721 Country Club Road, on Friday, April 4, 2025 and must be picked up by Sunday, April 6, 2025.

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

The Council has approved similar events in the past.

Votes Required to Pass:
Simple majority

CITY OF CRYSTAL LAKE

Class 20
Temporary Liquor License

General Information:

- A Class "20" **Temporary** Liquor License authorizes the retail sale of alcoholic liquor on the premises specified in the license in packages only but not for consumption on the premises where sold.

- The license applicant must be a **not-for-profit** corporation qualified to do business in the State of Illinois.

- The license is valid for a period not to exceed three (3) days and may only be used for special events sponsored by the not-for-profit corporation requesting the license.

- Issuance of a Class "20" Temporary Liquor License must be reviewed and approved by the Mayor and City Council of the City of Crystal Lake.

- ***In addition to the City of Crystal Lake Temporary Liquor License, a license is also needed from the State of Illinois. A copy of the State of Illinois License must be provided to the City as a condition of local license approval once it has been received. A license from the State of Illinois can be applied for here:***

  https://ilcc.illinois.gov/content/dam/soi/en/web/ilcc/sitecollectiondocuments/special-event-retailer-liquor-license-nfp.pdf

City of Crystal Lake
Application for Temporary Liquor License

CLASS "20"
Alcoholic Liquor in Packages Only

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

1. Applicant's full name Turning Point, Inc.
(Must be not-for-profit organization)

Address PO Box 723 Woodstock, IL 60098 Phone Number 815-338-8081

2. Organization Contact Information:
Name: Mary Margaret Maule
Address: PO Box 723 Woodstock, IL 60098
Email: mmaule@turnpt.org
Phone Number: 815-338-8081/[redacted]

3. Location where beer in packages only will be sold:
Crystal Lake Country Club 721 Country Club Rd. Crystal Lake, IL 60014

4. Dates of the event (**not to exceed three (3) days**): April 4, 2025

5. Hours of operation: 5p - 10p

6. Describe the type of crowd and traffic control licensee will utilize. Private event in country club ballroom

7. Describe plan for refuse pickup. Turning Point staff and volunteers will reset room after event

8. Please list the names and addresses of the members of the organization who will be selling alcoholic liquor in packages only at the location pursuant to the license. If additional space is needed, please use reverse side.
Mary Margaret Maule 5901 Saddle Ridge McHenry, IL 60050

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

10. ***In addition to the City of Crystal Lake Temporary Liquor License, a license is also needed from the State of Illinois. A copy of the State of Illinois License must be provided to the City as a condition of local license approval once it has been received. A license from the State of Illinois can be applied for here:***

https://ilcc.illinois.gov/content/dam/soi/en/web/ilcc/sitecollectiondocuments/special-event-retailer-liquor-license-nfp.pdf

Name and title of individual submitting Application on behalf of the applicant:

Name: Mary Margaret Maule
Title: Executive Director
Date: 3/24/25

CERTIFICATION

■ Under penalty of perjury, the person(s) named above, hereby certify and/or affirm as follows: (1)That I (we) are authorized on behalf of the applicant to submit this application; 2) that the Applicant 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; (2) That the statements contained in this application are true and correct to the best of my (our) knowledge and information; 3) That the statements in this application are made for the purpose of obtaining the license applied for and are made on my (our) personal knowledge and information.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/21/2025

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

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

PRODUCER Foresite Sports, Inc. DBA: Eventsured 3553 West Chester Pike #418 Newtown Square, PA 19073	**CONTACT NAME:** Eventsured Customer Service **PHONE (A/C, No, Ext):** 88-882-5902 **FAX (A/C, No):** **E-MAIL ADDRESS:** info@eventsured.com
INSURED Turning Point Inc Mary Maule 11019 US-14 Woodstock, IL 60098	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Houston Casualty Company — 42374 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** TM418861 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	Y		H24SE00172/TM418861	04/04/2025 12:01AM	04/05/2025 2:01AM	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG DEDUCTIBLE	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $ 0
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Additional Insureds must be venue managers or municipalities and are added with respect to our insured's operations only. Waiver of Subrogation (WOS) and Primary & Non-Contributory (PNC) wording applies only when coverage is purchased by the insured, required by written contract and as indicated below. This coverage is with respect to the Gala to be held on 04/04/2025 - 04/04/2025 with 220 attendees at City of Crystal Lake 100 W Woodstock Street Crystal Lake, IL 60014. Additional Insureds include: City of Crystal Lake 100 W Woodstock Street Crystal Lake, IL 60014; .

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



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3/22/2025

To: City of Crystal Lake

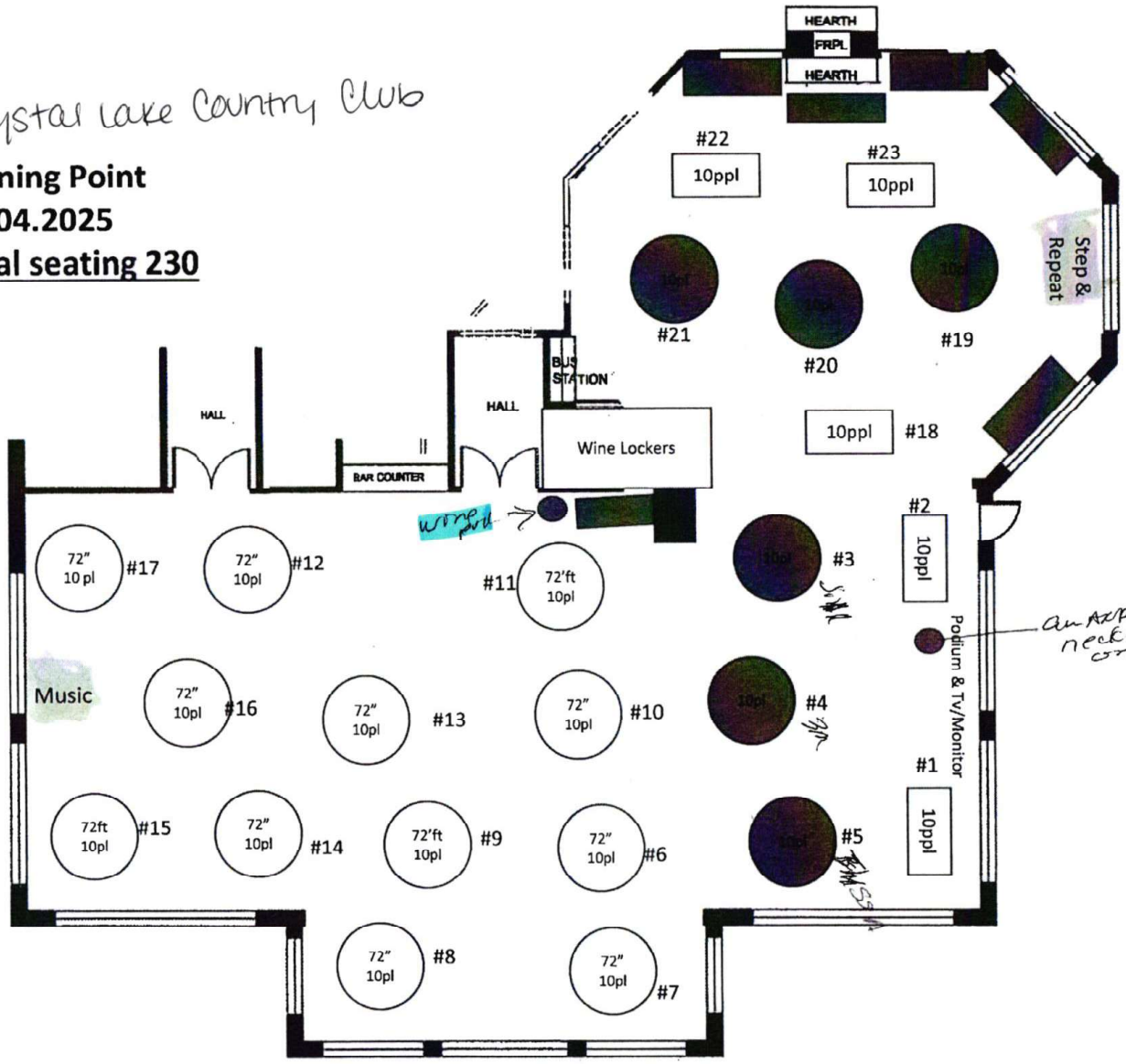
Re: Raffle License – Turning Point Event

Crystal Lake Country Club is aware that Garden Club is hosting a raffle at their Luncheon, scheduled for Thursday, April 4, 2025. Crystal Lake Country Club will not benefit from this raffle and will not receive any proceeds. The club is authorizing Turning Point for the sale of alcohol, in packages only, on the property during our event on April 4th, 2025, 5pm - 10pm. If you need any additional information, please contact Elizabeth Nowak, Membership & Event Sales Director, at enowak@clcountryclub.com or (815)459-1237 ext. 237.

Todd Baior, General Manager

Crystal Lake Country Club

Turning Point
04.04.2025
Total seating 230



TurningPoint
DOMESTIC VIOLENCE SERVICES

P.O. BOX 723
Woodstock, IL 60098
(815) 338-8081
turnpt.org

BOARD OF DIRECTORS

Executive Director
Mary Margaret Maule

President
Jill Hunt
Senior Director on Insights, Encore

Vice President
Susan Heinking
Senior VP, Pepper Construction Group

Treasurer
Jared Tryon
Wealth Advisor, Exemplar Financial Network

Secretary
Abbey Eisenlauer
President, Research & Insights, Conversate Labs

Members

Lynn Cowlin
Retired Certified Public Accountant

Paulette M. Gray
Attorney – GRAY & GRAY

Angela Linz
Certified Public Accountant, Porte Brown

Katelyn Lorenz
Police Officer, City of McHenry

Jodi Reich
Human Resources Business Partner, Medela

Lori Sullivan
Chief Nursing Executive, Northwestern Medicine Woodstock Hospital

Vanessa Thomfohrda
Broker, Berkshire Hathaway Starck Real Estate

Tiffany Umbarger
President, Princredible

Dear Mayor Haleblian and City Council Members,

Turning Point is requesting an issuance of a Class "20" Temporary Liquor License. Application is attached.

Thank you,

Mary Margaret Maule
Executive Director
Turning Point

Agenda Item No: 9d

City Council
Agenda Supplement

Meeting Date: April 1, 2025

Item: Crystal Lake Academy Building Landmark Application

Action: Continued to the May 6, 2025 regular City Council meeting, no action or discussion to occur.

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

Background:

The request would be placed on the May 6, 2025 regular City Council meeting agenda to allow additional time to explore preservation options such as moving the building to a new location. Therefore, there will be no action or discussion on the request.

Agenda Item No: 10

City Council
Agenda Supplement

Meeting Date: April 1, 2025

Item: City Code Amendment to Increase the Number of Class 9 Liquor Licenses – Applicant: La Presa Restaurant 2, Inc. d/b/a Taco and Tequila Bar, located at 540 E. Terra Cotta Avenue, Unit L

Staff Recommendation: Motion to adopt an Ordinance increasing the number of Class 9 liquor licenses from the currently permitted 6 licenses to 7 licenses, in order to allow for the issuance of a new Class 9 liquor license to La Presa Restaurant 2, Inc. d/b/a Taco and Tequila Bar, located at 540 E. Terra Cotta Avenue, Unit L.

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

Background:

La Presa Restaurant 2, Inc. d/b/a Taco and Tequila Bar, located at 540 E. Terra Cotta Avenue, Unit L is requesting the creation of a Class 9 liquor license for their new restaurant. The petitioner is requesting to operate daily from 11:00 a.m. to 10:00 p.m. The location was most recently Chingon Barbecue.

Class 9 License authorizes the retail sale, on the premises specified, of alcoholic liquor, for consumption, on the premises as well as the retail sale of alcoholic liquor in the original package between the hours of 11:00 a.m. and 1:00 a.m. Monday, Tuesday, Wednesday, Thursday; 11:00 a.m. and 2:00 a.m. Friday and Saturday; and 10:00 a.m. on Sunday and 1:00 a.m. on Monday. A Class A type restaurant may be located on the premises. For the purposes of this license, premises shall include not only the interior of any building or structure but also an open unroofed area immediately contiguous to the building or structure where alcoholic beverages are served or consumed.

329-5-I-(1) Any open unroofed area in which alcoholic beverages are served or consumed pursuant to this license shall conform to the following:

(a) The open unroofed area shall be particularly described and adjacent to and operated as a part of the premises licensed to sell alcoholic liquor on the premises and shall have obtained all permits or approvals required by the ordinances of the City Code, City or other governmental authority.

(b) The open unroofed area shall be no greater than one-half the other floor space of the licensed premises.

(c) The open unroofed area shall have a maximum capacity as defined by the Liquor Commissioner which shall be separately posted at the entrance to the open unroofed area.

(d) Any part of the open unroofed area not blocked by a building shall be surrounded by a fence or other barrier approved by the Liquor Commissioner which shall contain the required number of fire exits. All fences or other barriers shall comply with the ordinances of the city regarding vision, clearance and required distances from corners.

(e) All electrical wiring shall comply with the codes of the City.

(f) All combustible rubbish shall be stored in a non-combustible container and the license holder shall be responsible for keeping the area in a clean and sightly condition.

(g) The noise emanating from any open unroofed area where alcoholic beverages are served pursuant to this license shall not violate any of the provisions of the City Code of Ordinances pertaining to noise.

(h) The license holder shall be responsible for preventing violations of this chapter.

(i) No open unroofed area where alcoholic beverages are served pursuant to this license shall be permitted within 100 feet of land zoned for residential purposes.

The annual license fee is $1,825.

Current Class 9 License Holders:

Name	Address	Zoning
Buffalo Wild Wings Grill & Bar	5755 Northwest Highway	"B-2"
Labemi's Tavern	109 N. Main Street	"B-4"
Fire Bar and Grill	435 Angela Lane	"B-2"
Jalsa Restaurant & Bar	1295 Randall Road, Unit 112	"B-2 PUD"
Rookies	71 N. Williams Street	"B-4"
Taqueria Las Cumbres	93 Grant Street	"B-4"

There are no zoning issues with the request.

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

- Payment of Prorated License Fee
- Certificate of Occupancy

The attached Ordinance approves an increase in the number of Class 9 liquor licenses in order to allow the creation of a Class 9 liquor license for La Presa Restaurant 2, Inc. d/b/a Taco and Tequila Bar, located at 540 E. Terra Cotta Avenue, Unit L.

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 9 License shall be increased from 6 to 7, to create a Class 9 Liquor License for La Presa Restaurant 2, Inc. d/b/a Taco and Tequila Bar, located at 540 E. Terra Cotta Avenue, Unit L.

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.

Draft

DATED at Crystal Lake, Illinois, this 1st day of April, 2025.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: April 1, 2025
APPROVED: April 1, 2025

Carlos Prado

Taco & Tequila

540 E Terra Cotta Avenue, Unit L

Crystal Lake, IL

March 25, 2025

To: Mayor and City Council

RE: Liquor License

We are looking forward to opening a new Mexican Restaurant in the City of Crystal Lake. We currently own a Mexican and seafood Restaurant in Mount Prospect called La Presa Restaurant. We have been in business since 2020. Full Serving restaurant of food and currently hold a liquor license with the Village of Mount Prospect and the State of Illinois.

We will be open to business with the intent of selling liquor during the hours of 11am-10pm.

If you need additional information, please contact my manager Norma Zepeda at [redacted]

Sincerely,

Carlos Prado

President

LL25-000003
Liquor License

Applicant Name	Carlos E. Prado
Applicant Email	[redacted]
Applicant Address	27 Thrush Rd Carpentersville IL 60110
Applicant Company Name	La Presa Restaurant 2, Inc DBA: Taco and Tequila Bar, Inc.
Applicant Company Address	~~401 E Euclid Ave (847) 980-5440 Mount Prospect IL 60056~~ 540 E Terra Cotta Ave Unit L Crystal lake, IL 60014 C.P.
Applicant Home Phone	[redacted]
Applicant Cell Phone	
Applicant Work Phone	(847) 818-1623
Application Type	New
License Classification	Class 09
Do you have a Class 28 Supplemental Liquor License	No
Legal Name	La Presa restaurant 2, Inc.
DBA	Taco and Tequila Bar, Inc.
Phone Number	[redacted]
Contact Person Name	Norma Zepeda
Contact Person Email	[redacted]
Contact Person Address	27 Thrush Rd Carpentersville IL 60110
Contact Person Company Name	
Contact Person Company Address	
Contact Person Home Phone	( ) -
Contact Person Cell Phone	[redacted]
Contact Person Work Phone	(847) 818-1623
Manager Name	Norma Zepeda
Manager Email	[redacted]
Manager Address	27 Thrush Rd Carpentersville IL 60110
Manager Company Name	
Manager Company Address	
Manager Home Phone	( ) -
Manager Cell Phone	[redacted]
Manager Work Phone	(847) 818-1623
Manager Status	Current Manager
Citizenship	No

Officer Full Name and Title	Carlos E. Prado
Home Address	27 Thush Rd
Does this officer have a middle initial?	1
Date of Birth	[redacted]
Phone Number	
Email	
Officer Full Name and Title	Carlos E. Prado
Citizenship	Yes
Does this officer have a middle initial?	1
Home Address	27 Thush Rd
Date of Birth	[redacted]
Phone Number	
Email	
Does this officer have a middle initial?	0
Is this for a new construction?	No
Own or Lease	Lease
Name of Lessor	Kaya Properties of Crystal Lake, LLC
Address of Lessor	120 Arboretum Dr., North Barrington, IL 60110
Period Covered by Lease	01/01/2025 to 12/31/2029
Has applicant made application for a similar license for premises other than described in this application?	Yes
Has a previous license by any state or subdivision, or the federal government been revoked?	No
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	No

disqualified to receive a license by reason of any matter or	
Does the applicant agree not to allow gambling devices or gambling on the premises? (Except for those license holders that hold a supplemental Class 28 Liquor License)	~~Class 28 Holder~~ Yes C.P.
The applicant will not violate any of the laws of the State of Illinois, of the United States, or any ordinance of the City in the conduct of his place of business.	No
The applicant authorizes the establishment manager to accept all notices, including notices of violations or notices of hearings, on applicant's behalf.	1
Each licensee at all times have available for inspection by the City on the licensed premises, a copy of the current certification of completion of BASSET training, issued by a BASSET training provide	1
No licensee, manager of other employee of an establishment covered under the provisions of this chapter shall serve, vend or check identification unless such a licensee, manager or other employee poss	1
Employees hired by licensed establishments will obtain BASSET certification issued by a BASSET training provider, licensed by the Illinois Liquor Control Commission, within 90 days of their employment	1
Applicant lives (select one)	in the State of Illinois but outside of Crystal Lake
Liquor Liability Insurance Expiration	09/14/2025
Is your Surety Bond Continuous?	Yes
Check this box to confirm above statement	1

Payment Type	Full Amount

Attach Lease Agreement: LEASE 1-1-2025 to 12-31-2029.pdf
Letter to the Mayor and City Council requesting approval of the issuance of a Liquor License to applicant: TACO AND TEQUILA LETTER.pdf
Online Document Upload: Letter.pdf
Owner / Registered Agent Signature: signature.png
Partner / Manager Signature: signature.png
Proof of Liquor Liability Insurance: TACO AND TEQUILA BAR CRYSTAL LAKE.pdf
Surety Bond ($1000 payable to City of Crystal Lake): TACO TEQUILA LIQUOR BOND SIGNED.pdf
System Email: Online Application Received.htm
System Email: Your license application has been received.htm
Upload signed affidavit Click Here for form: TACO AND TEQUILA AFFIDAVIT.pdf
System Email: Your citizenserve application status has changed.htm
System Email: Online Payment Received.htm
System Email: Your citizenserve payment has been received.htm
System Email: Online Document Upload Received.htm

AFFIDAVIT

STATE OF IL)
) **SS**
COUNTY OF COOK)

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:

CARLOS E PRADO — PRESIDENT

Printed Full Name — Title

3-7-2025

Applicant Signature — Date

Printed Full Name — Title

Applicant Signature — Date

Subscribed and sworn to before me this

7 day of March, 2025.

Notary Public

My commission expires: 10-25-2027

(SEAL)

Notary Public State of Illinois
Official Seal
Ryan A Carranza
Comm.# 979979
My Commission Expires 10/25/2027

Agenda Item No: 11

City Council
Agenda Supplement

Meeting Date: April 1, 2025

Item: New and Expanding Retailer Facade and Commercial Tenant Improvement Grant Funds and Waiver of the requirement to file the application prior to commencing improvements for Black Market Bakery, 86 N. Williams Street, requesting up to $10,000 in matching grant funds

Recommendation: City Council's discretion:

1. Motion to waive the requirement of filing the application prior to commencing improvements and award up to $10,000 in New and Expanding Retailer Façade and Commercial Tenant Improvement Grant Funds Black Market Bakery located at 86 N. Williams Street, and to adopt a Resolution authorizing the City Manager to execute the Grant Agreement with Black Market Bakery
2. Motion to deny the grant application request

Staff Contact: Kathryn Cowlin, Director of Community Development
Heather Maieritsch, Economic Development Manager

Background:

The New and Expanding Retailer and Manufacturer Job Creation and Investment Program was introduced in 2011. This program includes the Retailer Façade and Commercial Tenant Improvement grant and provides 50/50 matching grant funds.

KEY FACTORS

- The owners of Black Market Bakery are also the owners and operators of Café Olympic. In addition to owning a diner, their love and passion for baked goods has continued to grow and are sought after within the community. Black Market Bakery provides an opportunity to continue to grow and expand their baked goods offering cinnamon rolls, coffee cakes, fruit and cream pies, whoopee pies and vegan desserts.
- The new location will be 1,434 square feet and include the addition of 4-5 new employees.

Upon approval of the grant by the City Council, the City and applicant will enter into an agreement that includes all the stipulations for the grant award. The agreement specifies what documentation

must be submitted before the payment is disbursed. While the business has not opened, the equipment was purchased and the owners are seeking approval of the grant after payment has been disbursed. This is a deviation from the typical process. The agreement does have provisions to recoup the grant in case the business closes before the required four-year period.

In order to objectively analyze the applications for funding, eligibility criteria have been established in the Ordinance approving this program. The list below outlines the evaluation of the applicant's request in relation to our eligibility criteria:

1. The program is open to sales-tax generating business that will occupy retail space or a building or that will construct a new building for its business.
   ☒ *Meets* ☐ *Does not meet*

2. Applicant must meet a minimum annual taxable sales threshold of at least $150,000.
   ☒ *Meets* ☐ *Does not meet*

3. Applicant's business must provide a stocked retail showroom for retail products.
   ☒ *Meets* ☐ *Does not meet*

4. Applicant must provide written proof of façade, fixture, furniture, and equipment (FFE) costs.
   ☒ *Meets* ☐ *Does not meet*

5. Applicant must file an application for grant funding prior to commencing improvements.
   ☐ *Meets* ☒ *Does not meet*
   Owners have commenced work but the business is not open and permits have not been finalized.

6. Grant recipient may re-apply after five years from the date of recipient's previous award.
   ☒ *Meets* ☐ *Does not meet*

7. Eligible façade improvements include, but are not limited to; exterior brick cleaning; exterior tuck pointing; exterior painting; wall façade construction, repair, and treatment; original exterior architectural features repair or replacement; interior/exterior demolition; and historic renovation to interior/exterior.
   ☒ *Meets* ☐ *Does not meet*

The applicant's request has been evaluated based on the above eligibility criteria and their planned façade improvements. The current application would meet seven of the seven eligibility criteria.

FUNDING STATUS OF 2025 PROGRAM

For the 2025 Fiscal Year, there is $80,000 budgeted for the program and the Retailer and Manufacturer Job Creation and Investment Program. This is the first application received this fiscal year for the program, so there are sufficient funds for the grant.

Applicant Name/ Business Name	**Address**	**Total Requested**	**Date Approved**	**Amount Approved**
Black Market Bakery	86 N. Williams Street	$10,000	***4/1/2025***	***$10,000***
Totals		***$10,000 Pending***		Pending

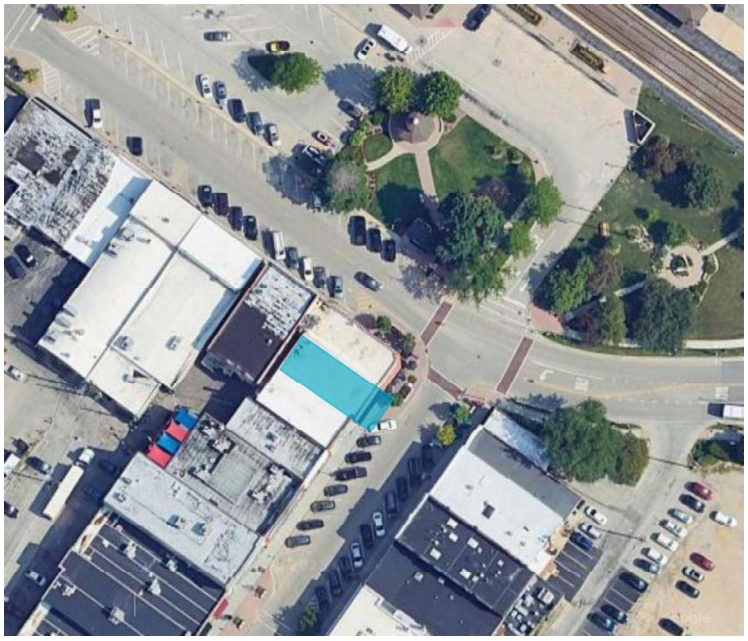
Votes Required to Pass:

A simple majority vote.

2025- Black Market Bakery

86 N. Williams Street





Res. 25R-

The City of Crystal Lake Illinois

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is hereby authorized and directed to execute an agreement with the owner of the property for Black Market Bakery at 86 N. Williams Street, for a Retail Façade and Commercial Tenant Improvement Matching Grant in an amount of up to $10,000.

DATED at Crystal Lake, Illinois, this 1st day of April 2025.

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
CITY CLERK

PASSED: April 1, 2025

APPROVED: April 1, 2025

Draft

CITY OF CRYSTAL LAKE
Retailer Façade and Commercial Tenant Improvement Grant Application

Please completely fill out this application and return it to the City of Crystal Lake with the items listed in the checklist on page 2.

Applicant Information	Name Rachel Skubiszewski	Phone [redacted]
	Mailing Address Home: 144 Ridge Ave Crystal Lake, IL 60014	Fax
	Email blackmarketbakerycl@gmail.com	IL Business Tax# 33-2416149

Property Information	Address for building for which grant is sought: 86 N Williams St. Crystal Lake, IL 60014	
	Property Identification Number(s) Unsure, bakery EIN listed above	Phone [redacted]

Check one:

X	New business occupying vacant retail space
☐	Existing retail business making improvements to my building or tenant space

Description of furniture, fixtures, and equipment to be utilized:

Blodgette Double Decker Bakery Depth Oven with Hoodini Ventless Hood

CookRite Warming/Holding Cabinet

Qty 2 Everest Reach In Refrigerators & Qty 1 Everest Reach In Freezer

True Refrigerated Glass Merchandiser & Non-Refrigerated Glass Merchandiser

Qty 2 Panasonic Microwaves

Qty 2 Glove Induction Ranges Countertop

Watts Grease Interceptor

Continued on the next page

Application Checklist

The following items must be submitted with the Improvement Application form (Page 1):

- [x] Completed and signed Crystal Lake Improvement Grant Application;
- [x] Written estimates for the furniture, fixtures, and equipment to be purchased;
- [ ] Written estimates for the façade improvements; N/A
- [x] A floor plan, illustrating the locations for the furniture, fixtures, and equipment (drawings do not have to be architectural renderings, but should be to scale so that the City can understand the scope of the proposed project);
- [x] Written description of the scope of the proposed project (letter to the Mayor and City Council);
- [x] Taxable sales records and/or projections. emailed to Heather

I agree to comply with the guidelines and standards of the City of Crystal Lake Job Creation and Investment Program and I understand that this is a voluntary program, under which the City has the right to approve or deny any project or proposal or portions thereof.

Applicant(s) Signature _____ Date 3/14/25

CITY OF CRYSTAL LAKE
Grant Agreement

THIS AGREEMENT, entered into this 1st day of April, 2025, between the City of Crystal Lake, Illinois (hereinafter referred to as "CITY") and the following designated business owner, (hereinafter referred to as "OWNER"), to witness:

Owner's Name: Rachel Skubiszewski

Business Name: Black Market Bakery

Owner's Federal Tax ID#: 33-2416149

Address of Property to be improved:

86 N. Williams Street

Crystal Lake, Illinois 60014

WITNESSETH:

WHEREAS, the CITY has the authority, pursuant to the laws of the State of Illinois and its home rule authority, to promote the health, safety, and welfare of the CITY and its residents, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with third parties for the purpose of achieving these purposes; and

WHEREAS, to promote the vitality of the CITY's commercial business areas, the CITY established its Economic Development Matching Grant Programs; and

WHEREAS, the Retailer Job Creation and Investment Programs provide financial assistance to building and business owners who occupy vacant space and facilitate job creation in Crystal Lake; and

WHEREAS, the City Council has found and determined that increased participation in the Retailer Job Creation and Investment Programs will encourage the maintenance and improvement of businesses within Crystal Lake and will stimulate economic activity in Crystal Lake, including the creation and maintenance of jobs and the attraction of consumers to Crystal Lake and will otherwise generally benefit the well-being of the residents of Crystal Lake by stimulating commercial growth, and provide crucial economic support to allow the CITY to continue to provide the level of municipal services to its commercial and residential citizens; and

WHEREAS, the CITY is authorized to expend public funds for a public benefit and by participating in the Retailer Job Creation and Investment Programs, the CITY will provide a benefit to the public, generally; and

WHEREAS, the OWNER has applied for reimbursement under the Retailer Job Creation and Investment Program; and

WHEREAS, The CITY has determined that the OWNER is eligible for the Retailer Job Creation and Investment Program, subject to the condition and limitation set forth in the City Code and this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the CITY and the OWNER do hereby agree as follows:

SECTION 1

The CITY shall reimburse the OWNER for the cost of furniture, fixtures and equipment at OWNER'S property. Reimbursements to the OWNER will be made at a rate of fifty percent (50%) for the cost of façade improvements or of eligible furniture, fixtures, and equipment for the OWNER's business, up to a maximum amount of $10,000 for new retailers. Façade improvements must comply with all applicable codes and ordinances. The OWNER must follow all laws regarding prevailing wages for façade improvements. The actual total reimbursement amounts per this Agreement shall not exceed $10,000.

SECTION 2

The CITY's approval of a grant shall not be construed as permission to commence construction on the subject property. No improvements or construction shall be undertaken by the OWNER on the location of their business until applications for Building Permits and Occupancy have been submitted to the Building Division and approved by the CITY. Following approval, the OWNER shall occupy the subject property and commence full-time business operations within one hundred eighty days (180) from the date of City Council approval. The OWNER may request a ninety-day (90) extension provided there is a demonstrated hardship.

SECTION 3

Upon completion of the improvements and upon their final inspection and approval by the City Building Commissioner, the OWNER shall submit to the CITY properly executed documentation, including: receipts and cancelled checks for the purchase of the approved furniture, fixtures, and equipment; copies of material costs and certified payrolls verifying prevailing wages were paid for all façade improvements; copy of a final Certificate of Occupancy for the business. The CITY shall issue a check to the OWNER as reimbursement for one-half of the furniture, fixtures, and equipment, subject to the limitations set forth in Section 1 hereof once one year of sales tax data has been verified. The OWNER shall only be entitled to the reimbursement set forth in Section 1 hereof if the taxable sales exceed $150,000 in the first year of operation.

SECTION 4

If the OWNER fails to purchase furniture, fixtures, or equipment, or fails to construct improvements to the façade, consistent with the conditions of the approval by the Mayor and City Council, then upon written notice being given by the City Manager to the OWNER, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void.

SECTION 5

Upon completion of the improvement work pursuant to this Agreement, the OWNER shall be responsible for properly maintaining the façade, furniture, fixtures, and equipment without change or alteration thereto, as provided in this Agreement for a period of four (4) years following completion of the construction and/or business commencement.

SECTION 6

This Agreement shall be binding upon the CITY and upon the OWNER and its successors, to said property for a period of four (4) years from and after the date of completion and approval of the improvements provided herein. It shall be the responsibility of the OWNER to inform subsequent OWNER(S) of the provisions of this Agreement.

In the event that at any time, subsequent to the reimbursement payment required by this Agreement have been paid by the City, the OWNER abandons, closes, transfers, sells or terminates the OWNER's business upon the Property during the four (4) year term of this Agreement (hereinafter collectively referred to as the "Terminating Event"), the OWNER shall, within thirty (30) days from the date of the Terminating Event or such later date as the City may agree to in writing (hereinafter, the "Refund Payment Due Date"), refund to the City a portion of the Improvement Grant received from the City prior to the Terminating Event, in accordance with the following schedule (hereinafter, the "Refund Payment").

Date of Terminating Event	**% of the Total Grant Payment to be Refunded**
Within one year of the completion date	100%
Within two years of the completion date	75%
Within three years of the completion date	50%
Within four years of the completion date	25%

Such Refund Payment shall be paid to the City within thirty (30) days from the date of the Terminating Event (hereinafter, the "Refund Payment Due Date").

OWNER agrees on its own behalf and on behalf of its heirs, successors, and assigns that the City's right to the Refund Payment pursuant to this paragraph shall constitute both a personal obligation of the OWNER and a lien against the Property, and OWNER agrees that the City may record this Agreement with the McHenry County Recorder of Deeds. To further secure the repayment of Reimbursement Payments pursuant to this paragraph, OWNER agrees to execute and deliver to the City a UCC financing statement, in a form acceptable to the City Attorney, pledging inventory, accounts held at financial institutions, accounts receivables, and such other assets of the OWNER as the parties may agree to in writing, and OWNER further consents to the filing and/or recording of such financing statements as may be appropriate under the laws of the State of Illinois. Such financing statement shall be delivered to the City upon request.

SECTION 7

The OWNER releases the CITY from, and covenants and agrees that the CITY shall not be liable for, and covenants and agrees to indemnify and hold harmless the CITY and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected directly or indirectly with the façade, furniture, fixtures, and equipment. The OWNER further covenants and agrees to pay for or reimburse the CITY and its officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The CITY shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

OWNER/~~LESSEE~~

CITY OF CRYSTAL LAKE

City Manager

ATTEST:

Letter to the Mayor and City Council

Black Market Bakery: In the heart of every homemade baked good lies a story of passion, patience, and love.

Rosie and I (best friends) bought Café Olympic, a 75 year old diner in our hometown in October of 2019. We had worked in, managed, and opened restaurants our whole lives in and out of Crystal Lake, and we felt ready to finally have our own. Our initial goal besides reviving this ancient cornerstone diner in all aspects, was to build a small production bakery in the basement. Rosie and I both love to bake, the science, the preciseness, the joy you see and feel when other people take a bite of something you put so much love and time into creating. But due to the pandemic and more electrical and structural needs than anticipated, we abandoned that idea. However, this didn't stop us from building our baked goods brand and reputation throughout the community. We continued baking wherever we could, commissary kitchens, at home, at The Dole Mansion. We grew faster than imaginable. We were blown away at how much people loved our products and how our diner and bonus micro-bakery soon became a dynamic duo of what our community was wanting: fresh, made from scratch, approachable comfort food and baked goods with real ingredients.

Rosie and I's heavy involvement in our community and with local schools and charities began a new stream of catering demand and business. Cinnamon Rolls became the "monster" and were flying out the door in as little as an hour after opening. As word of mouth grew, so did fellow business requests for baked goods collaborations though out our town and beyond. We have grown to the point where we sell out of our baked goods each day despite endless baking every day! We have had to turn down so many large catering orders due to space limitations. We have verbal contracts with other successful businesses to supply reoccurring baked goods wholesale within multiple locations, but we just don't have the space and enough equipment to keep up with the demand. Another one of the many aspirations a bakery space would bring besides just a storefront, is supplying the diner and other businesses with a near endless supply of baked goods. To expand into homemade biscuits and breads would not only support a stand-alone bakery but enhance our current business and others! An additional benefit we foresee in the expansion would be catering. Having the right space and equipment will open the door to fully execute and grow our currently maxed out catering program. Additional revenue stream dreams besides what's listed above will include shipping our cinnamon rolls nationwide, baking classes, and participating in seasonal farmer's markets and festivals. When the space next door to the diner became available, Rosie and I were asked first, and an open canvas opportunity came knocking hard. We needed to take it. To answer fate and open up many more revenue streams by continuing to build our dream: a storefront bakery and catering kitchen in our hometown, next to our diner.

We have decided on the name, Black Market Bakery. Stemming from our roots and how we've grown so far, paired with the exclusive products we will create and sell that no other bakery around carries. We will not be one of the many that produces traditional cakes, cupcakes, and decorative sugar cookies. Our top products will be a vast variety of cinnamon rolls, biscuits, coffee cakes, fruit pies,

cream pies, whoopie pies, breads, vegan desserts, a specialty cinnamon roll wedding cake and many other indulgent yet affordable and approachable desserts. Southern inspired, sweet and savory where one of our core values is real sustainable ingredients, and the second being made with love.

The 1434 sq foot open space at 86 N. Williams Street plus a full basement is directly next to the diner in beautiful historic downtown Crystal Lake and would provide us with a nearly blank canvas. The bakery's storefront has beautiful floor to ceiling bay windows, and we intend to put a 2 large bakery display cases in the front where patrons and passersby's would be able to see our products and menu from outside, enticing them to stop in. Behind these display cases and ordering counter, we will have an open concept bakery workspace so when guests walk in they can witness the magic of us putting love into baked goods with no secret processed ingredients present. Guests will see fresh products walking straight from the ovens to the bakery cases while they decide on and place their order. People in downtown Crystal Lake will also see us walking various products next door to Café Olympic. Surrounding the bakery worktables will be our mixers, ovens, and refrigerators. In the rear of the space, we will have dry storage, the space's current small walled off kitchen will be converted into a dishwashing station, and we will have back door access to receive bulk goods and remove refuge. The full basement allows for ample storage. There is also a nice office where we can meet with catering clients to plan their events.

Rosie and I will both be baking and working the walk up counter at Black Market bakery and we will bounce back and forth between the diner and the bakery to support service hours and connect with our fans. We will hire 4-5 bakers, and few cashiers to work the front, and be able to offer up more hours to our current long standing diner team. When we add on baking classes and farmer's markets next year, more job opportunities with us will open up as well. And who knows, maybe Black Market Bakery will make enough money to help Café Olympic buy some new booths and get a fresh paint job!

RESTAURANT® SUPPLY.com

Quote

01/13/2025

Ship To:
Black Market Bakery
Crystal Lake, IL 60014

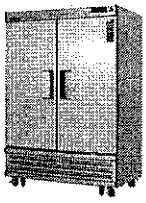
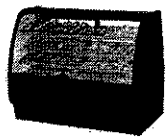
From:
James Bourbeau
Restaurant Supply, LLC
13031 US Hwy 19 N
Clearwater, FL 33764
860-936-9742
james@restaurantsupply.com

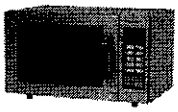
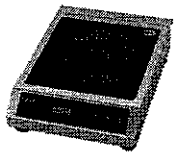
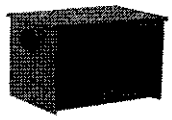
Job Reference Number: 41220

We are pleased to quote you the following:

Item	Qty	Description	Sell	Sell Total
1	1 ea	**CONVECTION OVEN, ELECTRIC**	$12,465.50	$12,465.50
		Blodgett (Middleby) Model No. ZEPH-200-E DBL Zephaire Convection Oven, electric, double-deck, bakery depth, capacity (5) 18" x 26" pans per compartment, (SSI-M) solid state infinite controls with 60 min. manual timer, two speed fan, vent connector, dependent glass doors, interior light, stainless steel front, sides and top, 6" stainless steel legs, ETL, CE, NSF, ENERGY STAR® (Ships within 5 days)		
	1 ea	2 year parts, 2 year labor and 1 additional year door warranty (parts only), standard		
	2 ea	208v/60/3-ph, 11.0 kW, 31.0 amps, direct, 1/2 hp (per deck), standard		
	1 ea	SSI-M Top Oven: Solid State infinite control with 60 min. manual timer		
	1 ea	SSI-M Bottom Oven: Solid State infinite control with 60 min. manual timer		
	1 ea	VLF Hoodini Ventless Hood, for use with full-size/double convection ovens, 38-1/4"W, colored indicator lights, includes (1) filter, NSF, UL (MUST be purchased at time of original equipment order)	$6,362.10	$6,362.10
	1 ea	1 year parts & labor warranty, standard		
	1 ea	100668 Replacement Filter, for VLF hood	$991.27	$991.27
	1 st	6" plate casters (set)	$385.20	$385.20
	1 ea	NOTE: DO NOT deduct cost of standard legs		
			ITEM TOTAL:	**$20,204.07**

Item	Qty	Description	Sell	Sell Total
2	1 ea	**MOBILE HEATED CABINET** Atosa USA, Inc. Model No. ATHC-18P CookRite Warming / Holding Cabinet, insulated, 25"W, accommodates (18) 18 x 26 pans, (1) transparent polycarbonate door with remain open feature, heating mode with 90°F - 220°F temperature range, dial controls, LED display, water tray, detachable slides, removable control drawer, stainless steel interior & exterior, (2) swivel casters & (2) locking casters, 2kW, 120v/60/1-ph, cord, cETLus, ETL-Sanitation	$2,037.32	$2,037.32
		ITEM TOTAL:		**$2,037.32**
3	2 ea	**REACH-IN REFRIGERATOR** Everest Refrigeration Model No. EBR2 Reach-In Refrigerator, two-section, 54-1/8"W, 50.0 cu. ft. capacity, self-contained bottom mounted refrigeration, (2) full-height solid hinged self-closing field reversible doors (locking), (6) epoxy coated wire shelves, height adjustable clips, digital controls with LED display, auto defrost, LED interior lighting, stainless steel interior, stainless steel front & sides, galvanized steel top, bottom & rear, (2) leg stabilizers, (4) 5" swivel casters (2 locking), R290 Hydrocarbon refrigerant, 1/3 HP, 115v/60/1-ph, 3.0 amps, cord, NEMA 5-15P, NSF, cETLus, ETL-Sanitation	$3,649.63	$7,299.26
	2 ea	Parts and labor: 3 years from ship date		
	2 ea	Electrical components: 5 years from ship date		
	2 ea	Compressor: 10 years from ship date		
	2 ea	Door hinged on right & left, standard		
	4 ea	SMRA02-00 Sheet Pan Mounting Rack Assembly, 1 set includes (1) supporting bracket for middle pillar, (4) racks and (8) shelf clips, 1 set accommodates 2 standard full-size sheet pans (18" x 26") at 1 sheet pan per door, recommended max capacity is 10 sets per unit, for bottom mount Upright Reach-In double door models and EBRF3 (ref side), (NET)	$151.90	$607.60
	2 ea	CASA5-01 5" Overall Height Casters Set of 4, (front 2 locking), standard		
		ITEM TOTAL:		**$7,906.86**

Item	Qty	Description	Sell	Sell Total
4	1 ea	**REACH-IN FREEZER**	$4,632.16	$4,632.16
		Everest Refrigeration Model No. EBF2 Reach-In Freezer, two-section, 54-1/8"W, 50.0 cu. ft. capacity, self-contained bottom mounted refrigeration, (2) full-height solid hinged self-closing doors (locking), (6) epoxy coated wire shelves, height adjustable clips, digital controls with LED display, auto defrost, LED interior lighting, stainless steel interior, stainless steel front & sides, galvanized steel top, bottom & rear, (2) leg stabilizers, (4) 5" swivel casters (2 locking), 1 HP, 115v/60/1-ph, 7.5 amps, cord, NEMA 5-15P, NSF, cETLus, ETL-Sanitation		
	1 ea	Parts and labor: 3 years from ship date		
	1 ea	Electrical components: 5 years from ship date		
	1 ea	Compressor: 10 years from ship date		
	1 ea	Door hinged on right & left, standard		
	1 ea	CASA5-01 5" Overall Height Casters Set of 4, (front 2 locking), standard		
			ITEM TOTAL:	**$4,632.16**
5	1 ea	**DISPLAY CASE, NON-REFRIGERATED BAKERY**	$4,492.62	$4,492.62
		True Mfg. – Specialty Display Model No. TGM-DC-59-SC/SC-W-W Glass Merchandiser, dry, non-refrigerated, 59-1/4"W, with fixed curved glass front, solid colored sides, (2) rear sliding glass doors, (3) tiered levels of adjustable white PVC coated wire shelves (6 shelves total), LED interior lighting, white powder coated exterior, white powder coated interior, 115v/60/1-ph, 7.0 amps, NEMA 5-15P, cULus, UL EPH Classified, Made in USA		
	1 ea	7 years parts warranty, 7 year labor warranty, standard. Visit www.truemfg.com for specifics.		
			ITEM TOTAL:	**$4,492.62**
6	1 ea	**DISPLAY CASE, REFRIGERATED BAKERY**	$8,216.70	$8,216.70
		True Mfg. – Specialty Display Model No. TGM-R-59-SC/SC-W-W Glass Merchandiser, refrigerated, 59-1/4"W, self-contained refrigeration, with fixed curved glass front, solid colored sides, (2) rear sliding glass doors, (3) tiered levels of adjustable white PVC coated wire shelves (6 shelves total), LED interior lighting, white powder coated exterior, white powder coated interior, R290 Hydrocarbon refrigerant, 1/2 HP, 115/60/1-ph, 12.0 amps, NEMA 5-15P, cULus, UL EPH Classified, Made in USA		
	1 ea	7 year compressor warranty, 7 years parts warranty, 7 year labor warranty, standard. Visit www.truemfg.com for specifics.		
	1 ea	Self-contained refrigeration standard		
			ITEM TOTAL:	**$8,216.70**

Item	Qty	Description	Sell	Sell Total
7	2 ea	**MICROWAVE OVEN**	$312.84	$625.68
		Panasonic Model No. NE-1054F PRO Commercial Microwave Oven, 1000 watts, 0.8 cu. ft. capacity, (6) power levels, 2- & 3-stage cooking, 20 program memory capacity, touch control pad with Braille, 99-minute timer, programmable and manual operation, program list/cycle counter, self diagnostics, tone control, bottom energy feed, interior light, see-through door with "grab & go" handle, stainless steel front, 120v/60/1-ph, 13.4 amps, cord, NEMA 5-15P, cULus, NSF		
	2 ea	1 year parts & labor warranty (or 18,000 cycles) which ever comes first and 3 year magnetron warranty (or 54,000 cycles) which ever comes first		
			ITEM TOTAL:	**$625.68**
8	2 ea	**INDUCTION RANGE, COUNTERTOP**	$471.78	$943.56
		Globe (Middleby) Model No. GIR18 (QUICK SHIP) (MIDDLEBY ESSENTIALS ITEM) Induction Range, countertop, electric, for continuous use, 140° to 460°F temperature range, (7) power levels, touch pad controls, 4-digit LED display, error code alert display, digital timer, automatic safety shut off, stainless steel construction, ceramic glass surface, 5-1/2 foot power cord, cETLus, ETL-Sanitation, FCC (Ships within 1-2 days)		
	2 ea	Quick Ship items have limited configurations & that standard configuration may not apply. Contact factory for details		
	2 ea	1 year parts & labor warranty (excludes wear/expendable parts), standard		
	2 ea	120v/60/1-ph., 15 amps, 1800 watts, NEMA 5-15P, US		
			ITEM TOTAL:	**$943.56**
9	1 ea	**GREASE INTERCEPTOR**	$378.45	$378.45
		Dormont Manufacturing Model No. WD-10 Watts Grease Interceptor, 10 gallons per minute flow rate, 20 lb grease capacity, 2" inlet & outlet, no hub connections, solid steel cover with gasket, hex head center bolt(s), removable baffle assembly, deep seal trap with cleanout, external cast iron flow control fitting, epoxy coated steel, available with threaded inlet and outlet, by adding "THD" to end of part number, no additional charge, PDI certified		
	1 ea	Unthreaded pipe, standard		
			ITEM TOTAL:	**$378.45**

Item	Qty	Description	Sell	Sell Total
10	1 ea	**DELIVERY OPTIONS** RestaurantSupply.com Model No. LIFT GATE SERVICE Lift gate service; driver will bring items from truck to ground level. Customer is still responsible for bringing items inside and setting in place.	$200.00	$200.00

ITEM TOTAL: $200.00

Merchandise	$49,637.42
Freight	$95.00
Tax 6.25%	$3,102.34
Total	$52,834.76

SALES TAX RATE IS ESTIMATED

SALES TERMS AND CONDITIONS

Restaurant Supply, LLC, 13031 US Highway 19 North, Clearwater FL 33764 ("Seller"), and Buyer agree to the terms and conditions for the Sales Agreement listed below:

1. **ITEMS PURCHASED.** Seller agrees to sell, and Buyer agrees to buy equipment in accordance with these Terms and Conditions.

2. **PURCHASE PRICE.** The purchase price for the item(s) is clear listed on Seller's quote and/or sales offer. This price expressly excludes any taxes as detailed below or shipping charges unless clearly listed as a separate line item in the Seller's quote, sales offer, or contract with Buyer.

3. **PAYMENT OF TAXES.** Buyer agrees to pay all applicable taxes of every description, federal, state, county and municipal, that arise as a result of this sale, excluding income taxes.

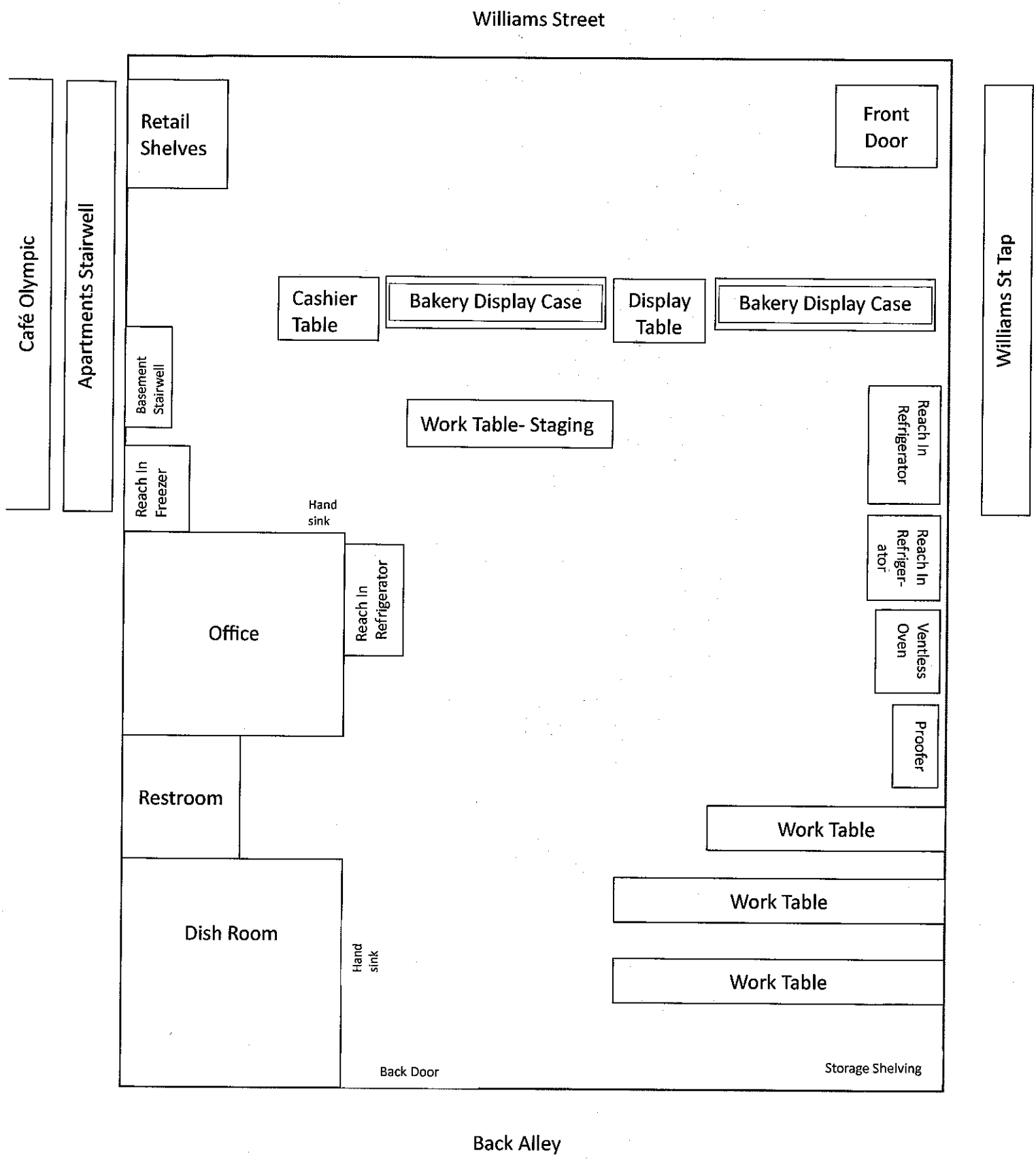
4. **PAYMENT.** Prepayment is required at the time of order.

If Buyer pays via a credit card, Seller may impose up to a three percent (3%) convenience processing charge on the transaction, unless the Seller's quote, sales offer and/or contract with Buyer provides otherwise.

5. **WARRANTIES.** Unless there is an express warranty contained in the Seller's Quote, sales offer or contract with Buyer, the equipment is sold "**AS IS**." Buyer acknowledges that the Buyer will be given a reasonable opportunity to inspect the equipment upon delivery. Seller does not offer any express or implied warranties as to the equipment.

6. **DELIVERY.** Delivery is FOB Origin, unless otherwise provide. Seller will arrange payment for shipping with the carrier. Unless seller noted otherwise in provided quote. Charges will be prepaid and added to invoice. Buyer accepts responsibility for filing any and all claims with carriers for loss, damage, and delay. Risk of loss is upon Buyer once Seller delivers the Equipment to the carrier. Delivery times are estimates only and Seller shall not be liable for delays. Loss or damage should be noted on the freight bill and/or receipt. Buyer must notify and register concealed damage with the carrier within five (5) business days of receipt of shipment. Buyer must file all freight claims immediately and must confirm the claim to the carrier by a written or

Black Market Bakery – 86 N Williams St. Crystal Lake, IL



Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: April 1, 2025

Item: New and Expanding Retailer Facade and Commercial Tenant Improvement Grant Funds request for Burrito Parrilla, 855 E. Terra Cotta Avenue, requesting up to $10,000 in matching grant funds

Recommendation: City Council's discretion:

1. Motion to award up to $10,000 in New and Expanding Retailer Façade and Commercial Tenant Improvement Grant Funds to Burrito Parrilla located at 855 E. Terra Cotta Avenue, and to adopt a Resolution authorizing the City Manager to execute the Grant Agreement with Burrito Parrilla
2. Motion to deny the grant application request

Staff Contact: Kathryn Cowlin, Director of Community Development
Heather Maieritsch, Economic Development Manager

Background:

The New and Expanding Retailer and Manufacturer Job Creation and Investment Program was introduced in 2011. This program includes the Retailer Façade and Commercial Tenant Improvement grant and provides 50/50 matching grant funds.

KEY FACTORS

- Burrito Parrilla will completely remodel the interior of the former Burger King building that has been vacant for sometime. They will replace all equipment and renovate the layout of the kitchen area in addition to parts of the lobby, exterior of the building and parking lot. The total costs of the renovation will be between $800,000 and $950,000 and estimate annual sales between $1.8 million and $2.1 million based on actual sales from our nearest location in Algonquin.

Upon approval of the grant by the City Council, the City and applicant will enter into an agreement that includes all the stipulations for the grant award. The agreement specifies what documentation must be submitted before the payment is disbursed. Additionally, it has provisions to recoup the grant in case the business closes before the required four-year period.

In order to objectively analyze the applications for funding, eligibility criteria have been established in the Ordinance approving this program. The list below outlines the evaluation of the applicant's request in relation to our eligibility criteria:

1. The program is open to sales-tax generating business that will occupy retail space or a building or that will construct a new building for its business.
   ☒ *Meets* ☐ *Does not meet*

2. Applicant must meet a minimum annual taxable sales threshold of at least $150,000.
   ☒ *Meets* ☐ *Does not meet*

3. Applicant's business must provide a stocked retail showroom for retail products.
   ☒ *Meets* ☐ *Does not meet*

4. Applicant must provide written proof of façade, fixture, furniture, and equipment (FFE) costs.
   ☒ *Meets* ☐ *Does not meet*

5. Applicant must file an application for grant funding prior to commencing improvements.
   ☒ *Meets* ☐ *Does not meet*

6. Grant recipient may re-apply after five years from the date of recipient's previous award.
   ☒ *Meets* ☐ *Does not meet*

7. Eligible façade improvements include, but are not limited to; exterior brick cleaning; exterior tuck pointing; exterior painting; wall façade construction, repair, and treatment; original exterior architectural features repair or replacement; interior/exterior demolition; and historic renovation to interior/exterior.
   ☒ *Meets* ☐ *Does not meet*

The applicant's request has been evaluated based on the above eligibility criteria and their planned façade improvements. The current application would meet seven of the seven eligibility criteria.

FUNDING STATUS OF 2025 PROGRAM

For the 2025 Fiscal Year, there is $80,000 budgeted for the program and the Retailer and Manufacturer Job Creation and Investment Program. This is the first application received this fiscal year for the program, so there are sufficient funds for the grant.

Applicant Name/ Business Name	**Address**	**Total Requested**	**Date Approved**	**Amount Approved**
Black Market Bakery	86 N. Williams Street	$10,000	***4/1/2025***	***$10,000***
Burrito Parrilla	855 E. Terra Cotta Avenue	$10,000	***4/1/2025***	***$10,000***
Totals		***$20,000 Pending***		Pending

Votes Required to Pass:

A simple majority vote.

2025- Burrito Parrilla

855 E Terra Cotta Avenue





Res. 25R-

The City of Crystal Lake Illinois

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is hereby authorized and directed to execute an agreement with the owner of the property for Burrito Parrilla at 855 E. Terra Cotta Avenue, for a Retail Façade and Commercial Tenant Improvement Matching Grant in an amount up to $10,000.

DATED at Crystal Lake, Illinois, this 1st day of April 2025.

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
CITY CLERK

PASSED: April 1, 2025

APPROVED: April 1, 2025

Draft

Burrito Parrilla
855 E. Terra Cotta Avenue
Crystal Lake, Il 60014

3/20/2025

To Mayor Haig Haleblain and City Council Members:

Thank you so much for the opportunity to be considered for this grant.

We are very excited that our business has continued to grow and are looking at opening in the Crystal Lake community! We will completely remodel the interior of the former Burger King building that has been vacant for a while. We will replace all equipment and renovate the layout of the kitchen area in addition to parts of the lobby, exterior of the building and parking lot. The total costs of the renovation will be between $800,000 and $950,000 and estimate annual sales between $1.8 million and $2.1 million based on actual sales from our nearest location in Algonquin.

Thank you once again for considering us for this grant.

Sincerely,

CITY OF CRYSTAL LAKE
Retailer Façade and Commercial Tenant Improvement Grant Application

Please completely fill out this application and return it to the City of Crystal Lake with the items listed in the checklist on page 2.

Applicant Information	Name Burrito Inc c/o Manny Favela	Phone [redacted]
	Mailing Address 1715 W Cortland Court, Addison, IL 60101	Fax
	Email manny@burritopm.com	IL Business Tax# 26-3467670

Property Information	Address for building for which grant is sought: 855 E. Terra Cotta Avenue, Crystal Lake, IL 60014	
	Property Identification Number(s) 14-34-326-061 14-34-326-062	Phone N/A

Check one:

☑	New business occupying vacant retail space
☐	Existing retail business making improvements to my building or tenant space

Description of furniture, fixtures, and equipment to be utilized:

We will completely remodel the interior of the building, replace all equipment and layout of the kitchen area. We will remodel significant parts of the building lobby and exterior of the building. Additionally, significant work, or if necessary completely replace the parking lot. Total conversion cost will be between $800,000 and $950,000. See projected project cost spreadheet attached. We estimate annual sales to be between $1.8 million and $2.1 million based on our actual sales experience from our nearest location in Algonquin.

Continued on the next page

Application Checklist

The following items must be submitted with the Improvement Application form (Page 1):

- ☑ Completed and signed Crystal Lake Improvement Grant Application;
- ☑ Written estimates for the furniture, fixtures, and equipment to be purchased;
- ☑ Written estimates for the façade improvements;
- ☑ A floor plan, illustrating the locations for the furniture, fixtures, and equipment (drawings do not have to be architectural renderings, but should be to scale so that the City can understand the scope of the proposed project);
- ☑ Written description of the scope of the proposed project (letter to the Mayor and City Council);
- ☑ Taxable sales records and/or projections.

I agree to comply with the guidelines and standards of the City of Crystal Lake Job Creation and Investment Program and I understand that this is a voluntary program, under which the City has the right to approve or deny any project or proposal or portions thereof.

Applicant(s) Signature _____ Date 01/18/2025



QUOTE

Monday, November 11, 2024 **Quote# 7159351 - Burrito Parrilla Mexicana - Crystal Lake**

To:
Martin Hernandez
BURRITO INC.
870 Western Ave
GLEN ELLYN, IL 60137
Phone: (630) 245 - 3643
valadez70@sbcglobal.net

From:
Jeremy Shamroe
CaptiveAire Systems
915 Parkview Blvd
Lombard, IL 60148
Phone: (630) 705 - 3960
Fax: (919) 227 - 5980
reg73@captiveaire.com

Ship To:
Burrito Parrilla Mexicana
855 East Terra Cotta Avenue
Crystal Lake, IL 60014-3703
Phone: (630) 251 - 1206

CaptiveAire Systems proposes to furnish the following equipment. Production of listed items will commence upon receipt of an approved proposal, a purchase order, an approved submittal and approved credit.

EQUIPMENT:

Hood #1 - KH-1 - Job #7159351

5424ND-2WI - 5ft 0" Long Exhaust-Only Island Canopy Hood with Built-in 3" Back Standoff and Finished back.	x1	
- 430 SS Where Exposed	x1	
- Utility Cabinet on the Right Side 12.00" Width x 54.00" Length x 24.00" Height	x1	
- FILTER - 16" tall x 16" wide Kleen-Gard Stainless Steel Baffle Filter with Handles and Bottom Hanging Hook, UL Classified	x3	
- Recessed Round LED fixture and LED Light, 3500 K warm output.	x2	
- EXHAUST RISER - Factory installed 12" Diameter X 4" Height	x1	
- 1/2 Pint Grease Cup New Style, Flanged Slotted	x2	
- FIELD WRAPPER 24.00" High Front, Left, Right, Back	x1	
- Electrical Package Installation in Utility Cabinet by Plant.	x1	
- FINISHED BACK- ISL/REV INSTALL 60.00" Long	x1	
	Hood #1 Total Price:	**$2,630.27**

Hood #2 - KH-2 - Job #7159351

5424ND-2 - 14ft 0" Long Exhaust-Only Wall Canopy Hood with Built-in 3" Back Standoff	x1	
- 430 SS Where Exposed	x1	
- FILTER - 16" tall x 16" wide Kleen-Gard Stainless Steel Baffle Filter with Handles and Bottom Hanging Hook, UL Classified	x10	
- Recessed Round LED fixture and LED Light, 3500 K warm output.	x4	
- EXHAUST RISER - Factory installed 12" Diameter X 4" Height	x2	
- 1/2 Pint Grease Cup New Style, Flanged Slotted	x2	
- FIELD WRAPPER 24.00" High Front, Left, Right	x1	
- BACKSPLASH 80.00" High X 168.00" Long 430 SS Vertical (Includes End Caps & Divider Bars)	x1	
- STRUCTURAL FRONT PANEL	x1	
	Hood #2 Total Price:	**$4,917.86**

Fan #1 DU85HFA - Exhaust Fan (KEF-1) - Job #7159351

DU85HFA High Speed Direct Drive Centrifugal Upblast Exhaust Fan with speed control (speed control included for single phase only), disconnect switch and 15-3/4" wheel. Exhaust Fan handles 1345 CFM @ -1.000" wc ESP, Fan runs at 1204 RPM. Exhaust Motor: 0.750 HP, 3 Phs, 208 V, 60 Hz, 2.6 FLA, ODP (Open Drip Proof)	x1

- Grease Cup for kitchen-duty centrifugal exhaust fans, Box Dimensions 17-1/8 L X 5-1/16 W X 3-3/4 H (20 Gauge) (Includes Down Spout)	x1	
- DU/DR85HFA Gasketing Kit - Thermeez Woven Ceramic Tape - 1/4" x 1" with adhesive back - Max Temp 1500°F. To be applied between fan base and grease duct. Installed under fan base 1/2" from the inside. Installed at the plant.	x1	
- KEF-1 Curb CRB23x24E On Fan #1 Flat Curb	x1	
- Hinged Base for Curb. Standard Hinge attached to curb. Used on Fans with wheels 20 inches or smaller. 12 GA Galvanized.	x1	
- Vented Base for Curb	x1	
	Fan Total Price:	**$1,036.70**

Fan #2 DU180HFA - Exhaust Fan (KEF-2) - Job #7159351

DU180HFA High Speed Direct Drive Centrifugal Upblast Exhaust Fan with, disconnect switch and 18-3/4" wheel. Exhaust Fan handles 2800 CFM @ -1.000" wc ESP, Fan runs at 1139 RPM. Exhaust Motor: 1.500 HP, 3 Phs, 208 V, 60 Hz, 6.6 FLA, ODP, Premium (E-Plus3) Eff.	x1	
- Grease Cup for kitchen-duty centrifugal exhaust fans, Box Dimensions 17-1/8 L X 5-1/16 W X 3-3/4 H (20 Gauge) (Includes Down Spout)	x1	
- DU/DR180HFA Gasketing Kit - Thermeez Woven Ceramic Tape - 1/4" x 1" with adhesive back - Max Temp 1500°F. To be applied between fan base and grease duct. Installed under fan base 1/2" from the inside. Installed at the plant.	x1	
- KEF-2 Curb CRB26.5x24E On Fan #2 Flat Curb	x1	
- Hinged Base for Curb. Standard Hinge attached to curb. Used on Fans with wheels 20 inches or smaller. 12 GA Galvanized.	x1	
- Vented Base for Curb	x1	
	Fan Total Price:	**$1,346.64**

Fan #3 CAS-HVAC3-I.500-20-30T - Heater (RTU-1 / MAU) - Job #7159351

CAS-HVAC3-I.500-20-30T RTU with Indirect Fired Heat and 20" Direct Drive Plenum Fan, 1 Furnace, Electronic Full Modulation, Constant 81% Efficiency, and 15:1 Max Turndown for NG, (12:1 Max Turndown for LP). Stainless Steel Burner and Heat Exchanger. Supply Fan handles 4150 CFM @ 0.500" wc ESP, Fan runs at 1273 RPM. Heater supplies 355561 BTUs. 80°F Temperature Rise. [Fuel: Natural Gas] Input: 438964 BTUs. Supply Motor: 5.000 HP, 3 Phs, 208 V, 60 Hz, 15.8 FLA, ODP, Premium (E-Plus3) Eff. Down Discharge - Air Flow Left -> Right	x1	
- FARS KITCHEN MUA/RTU • Occupied/Unoccupied Scheduling • Space Temp Control • Heating and Cooling Activation Based On Either Set Point • Interlock/Auto Blower Mode • Smoke Detector Interlock • Space Sensor Ships Loose Includes 1 Space HMIs.	x1	
- Gas Manifold for RTU 3-1HT GM - BTU 400001 - 500001 - 7 in. w.c. - 14 in. w.c., No Insurance Requirement (ANSI), BV250-88	x1	
- Gas Pressure Gauge, 0-35", 2.5" Diameter, 1/4" Thread Size	x1	
- Ship Loose Gas Strainer. To be installed upstream of unit connection. 1" Connection	x1	
- Single Point Electrical Connection for RTU. QNTY 1 750va Transformer Used. If a Non-DCV Prewire controls this unit, the #28, #47, "MA", or "E2" Option Prewire must be selected. Do not provide supply starter in prewire.	x1	
- RTU Blower Door Switch. Used to turn on DOOR INTERLOCK Schematic Layer. Does Not Include Door Switch.	x1	
- RTU Size 3 Down Discharge, 400, 500 MBH	x1	
- 2" Merv 13 Filters for Size 3 RTU. QTY 4, 20 x 25 x 2 Merv 13 Filters	x1	
- 2" Merv 8 Filters for Size 3 RTU. QTY 4, 20 x 25 x 2 Merv 8 Filters	x1	
- Overheat Stat factory set at 80°F and 10 minutes. Prevents unit from overheating the space when cooling.	x1	
- CFM monitoring for MUA units. Uses rivet nuts, 1/4" airflow tubing and push to connect fittings.	x1	
- 30 Ton Modulating Cooling Option, 208/230V. Size 3 Cabinet, R410A Refrigerant, Variable Speed Inverter Duty Compressor, ECM Condensing Fan(s).	x1	
- RTU Compressor Oil Sensor Factory Installed. M12 Style Connector.	x1	
- 30 Ton Cooling Only Modulating Reheat Option for Space Control. Size 3 Cabinet - R410A	x1	
- Occupied Scheduling Defaulted for IBT/RTU.	x1	
- Intake Firestat. Set to 135°F	x1	
- Freezestat	x1	
- Discharge Firestat. Set to 240°F	x1	
- 24VAC Fire Input	x1	
- Commercial Smoke Detector Interlock (Detector By Others)	x1	
- Control panel enclosure heater, includes 100w, 120v heater. Recommended for winter design temperature less than 0°F. Operates on PCB controls in IBT Single Modules or RTU	x1	
- High Turndown Option for DOAS	x1	
- Gas Pressure Gauge, 0 to +10 Inches Wc., 2.5" Diameter, 1/8" Thread Size, Rear Thread, For 2 Furnaces	x1	

- RTU Manual 0-10V Intake Control. Actuator Control by 0-10VDC Output on Control Board. Intake Position Controlled Manually via HMI.	x1	
- Option to factory install RTU compressor sound blanket. Used on 25T and 30T 230V units.	x1	
- RTU Size 3 Down Return	x1	
- VFD factory mounted and wired on unit control panel for use with DCV.	x1	
- ESV402N02TXB571 - Variable Frequency Drive - 5 HP Max., 200/240 V, Three Phase, 16.5 A Max., NEMA 1 Enclosure, with 2RJ-45 FOR MODBUS	x1	
- VERIZON CELLULAR KIT, WIRED ANTENNA AND VERIZON DATA FOR 1 YEARS. USED WITH FAN.	x1	
- RTU-1 / MAU Curb CRB59.5X91X20INS Insulated On Fan #3 Flat Curb	x1	
- Full Bottom Curb Corner. Base flange corners fully welded or staked by factory.	x1	
- Size 3 RTU Curb Duct Hanger - Adjustable Duct Hanger Support Brackets installed for both return and discharge duct.	x1	
	Fan Total Price:	**$52,384.85**

Electrical System #1 - Job #7159351

SC-321110MA 3 Phase w/ control for 2 Exhaust Fans, 1 Supply Fan, Exhaust on in Fire, Lights out in Fire, Relay On/Off with Supply Fan, Fan(s) On/Off Thermostatically Controlled. Room temperature sensor shipped loose for field installation. INVERTER DUTY 3 PHASE MOTOR REQUIRED FOR USE WITH VFD. Includes 3 Duct Thermostat kits.	x1	
- ESV152N02YXB571 - Variable Frequency Drive - 2 HP Max., 200/240 V, Single or Three Phase Input, 7.0 A Max., NEMA 1 Enclosure, with 2RJ-45 FOR MODBUS	x1	
- ESV751N02YXB571 - Variable Frequency Drive - 1 HP Max., 200/240 V, Single or Three Phase Input, 4.2 A Max., NEMA 1 Enclosure, with 2RJ-45 FOR MODBUS	x1	
- VERIZON CELLULAR KIT, WIRED ANTENNA AND VERIZON DATA FOR 1 YEARS.	x1	
- Digital Prewire Lighting Relay Kit. Includes hood lighting relay & terminal blocks. Allows for up to 1400W of lighting each.	x1	
	Electrical System #1 Total Price:	**$2,312.18**

Factory Services

Service Design Verification for CASLink.	x2	
Service Design Verification for DOAS	x1	
Service Design Verification for Exhaust Fan	x2	
Service Design Verification for Hood	x2	
Service Design Verification for Standard Electrical Control Package	x1	
Service Design Verification Total travel cost	x1	
	Factory Services Total Price:	**$1,810.00**

Subtotal:	$66,438.50
Shipping:	$1,577.27
Tax:	$5,493.42

Total: USD $73,509.19

SERVICE DESIGN VERIFICATION DISCLAIMER

Field Service Technician is responsible for one trip to site to ensure the above equipment is operating within design specifications. All equipment must be operational. Fire suppression system should be hooked-up and armed. Additional trips will result in charges to be covered by others.

INSTALLATION BY OTHERS

Installation of these products should be performed by a qualitfied professional who has read and understands the product manuals and is familiar with the proper safety precautions.

By Others:
Installation, receiving, hanging and setting of equipment, ductwork, patching, all electrical field wiring, start-up & balance, gas or electric shutdown for fire system hook-up**, field piping, detection and pull station line(s), tests and permits.** Checking equipment for any signs of damage upon receipt, and if found, report it immediately to the carrier. Check that all items are accounted for and free of damage.

Note:
Customer is responsible for additional labor charges as a result of cooking equipment layout changes after the release of the order, union labor or prevailing wage charges, or additional trips by fire system distributor caused by jobsite delays, permits, fees or test required by local authority. Submittal will specify applicable testing and approval agencies.

CaptiveAire Systems requirement for all field hook ups:
All fire system installation materials and methods must be in accordance with the product manual, which includes but not limited to: fire system piping, gas shut-off valves, low-voltage wiring and conduit, verification of appliance coverage, and start-up and inspection procedures.

CaptiveAire Systems product must be installed in accordance with installation instructions provided with equipment or available on our web site at www.captiveaire.com.

Ductwork must be designed and installed in accordance with AMCA and ASHRAE standards as presented in CaptiveAire Systems "Guide to Designing Air Flow Systems", available here.

Hood and Ductwork hanging brackets and angles must be supported with 1/2" - 13 TPI grade 5 (minimum) all-thread. Sandwich hanging angles and ceiling anchor points with 1/2" grade 5 (minimum) steel flat washers and 1/2" - 13 TPI grade 5 (minimum) hex nuts. A doubled hex nut configuration must be

The fire suppression system final hook up is not included on this quote. The final hook up usually consists of, but is not limited to, field piping/re-piping, detection and pull station line(s), tests, and permits.

Hook up for the fire system must be performed in accordance with the product manual by a Factory Trained Distributor. Failure to utilize a factory trained distributor voids the product warranty.

used beneath hood and duct hanging brackets and above ceiling anchors (single hex nut beneath hanging angle is only acceptable for full length and supply plenum hanging angle types). Maintain 1/4" of exposed threads beneath bottom hex nut. Torque all hex nuts to 57 ft-lbs. Reference the installation manual for additional details and limitations of all structural supports.

WARRANTY

Standard Product Warranty

This equipment is warranted to be free from defects in materials and workmanship, under normal use and service, for a period of 2-years from date of shipment.

Paragon HVAC Warranty

Standard 5-year parts warranty from date of shipment, to be free from defects in materials and workmanship, under normal use and service.

Paragon HVAC Extended Warranty

An extended 10-year non-prorated parts warranty is available at no extra charge when units are remotely monitored and maintained through a Service Preventative Maintenance subscription (terms and conditions apply).

Furnace Warranty

Subject to all terms stated herein, the MANUFACTURER warrants to BUYER the stainless-steel heat exchanger to be free from defects in material and workmanship under normal use and service for 25-years from the date of manufacture and warranty is limited to replacement of the heat exchanger only.

Warranty Instructions

This **Standard Product Warranty, Paragon HVAC Warranty, Paragon HVAC Extended Warranty, Furnace Warranty** shall not apply if:

1. The equipment is not installed by a qualified installer per the MANUFACTURER'S installation instructions shipped with the product.
2. The equipment is not installed in accordance with federal, state and local codes and regulations.
3. The equipment is misused or neglected, or not maintained per the MANUFACTURER'S maintenance instructions.
4. The equipment is not operated within its published capacity.
5. The invoice is not paid within the terms of the sales agreement.

The MANUFACTURER shall not be liable for incidental and consequential losses and damages potentially attributable to malfunctioning equipment. Should any part of the equipment prove to be defective in material or workmanship within the **Standard Product Warranty, Paragon HVAC Warranty, Paragon HVAC Extended Warranty, Furnace Warranty**, upon examination by the MANUFACTURER, such part will be repaired or replaced by MANUFACTURER at no charge. The BUYER shall pay all labor costs incurred in connection with such repair or replacement. Equipment shall not be returned without MANUFACTURER'S prior authorization and all returned equipment shall be shipped by the BUYER, freight prepaid to a destination determined by the MANUFACTURER.

NOTE: To receive warranty coverage, register this product by filling out the Start-up and Maintenance Document. Fax the form to 1-919-554-9374 or call 1-866-784-6900 for email information.

SHIPPING

Lift gates are not available from LTL shipping carriers for products over 96" in length.

Freight includes one shipment only, delivered to the job site address listed on this proposal. Customer is responsible for freight charges on any items shipped early. This is an estimated freight charge and is subject to change based on current freight costs when the job is released for production.

APPROVAL

The above prices, associated submittal drawings, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Receipt of the CaptiveAire Systems Terms & Conditions are hereby acknowledged (Form TC101), and by signature hereto, we agree to said Terms & Conditions. Payment will be made in accordance with authorized agreement. Please note, proposal may be withdrawn by CaptiveAire Systems if not accepted within 30 days for immediate shipment.

Authorized Signature _____ Date _____

Signature _____ Date _____

We accept MasterCard®, VISA®, American Express®, and Discover® cards for immediate credit approval and expedited order processing.



TERMS AND CONDITIONS

Acceptance: This proposal is submitted for acceptance within 30 days from the date of proposal. Prices are firm after acceptance -see paragraph "prices." Typographical and clerical errors in quotations, orders and acknowledgments are subject to correction.
Terms of Payment: Net thirty (30) days from date of our invoice, unless specified to the contrary and subject to the approval of the Company. A Service Charge of 1.5 % per month may be invoked and applied after the 30 day period until payment is received. Invoicing will be rendered when shipment has been made, unless otherwise indicated in quotation. The stated price is subject to any state, federal or local government regulatory ordinances or statutes governing interest rates and shall be construed and interpreted to allow the highest rate applicable and not more. In the event of a conflict between this rate and other law, the law shall prevail. In the event CaptiveAire Systems employs an attorney to enforce its rights and remedies under this agreement and/or to collect funds owing pursuant to this agreement, buyer agrees to pay a reasonable attorney's fee for CaptiveAire Systems attorney, plus all other reasonable expenses incurred by CaptiveAire Systems in enforcing its rights under this agreement.
Taxes: Unless specifically stated, we include no taxes of any kind in the sale price. Any taxes, if applicable and imposed by any present or future local, state or federal agency for any reason must be paid by the Buyer.
Shipments: All shipments are f.o.b. Factory or, if shipped from another location, f.o.b., point of shipment with charges either allowed, added to invoice, or collect as noted.
Claims: The responsibility of the company ceases upon delivery of material in good order to the carrier. As all goods are shipped at buyer's risk, any claims for damage or shortage or loss in transit must be filed by the buyer against the transportation company, (We will assist the Buyer in any reasonable way possible in the filing and collection for any claim for damages and/or losses while in transit.) Claims against factory shortages will not be considered unless made within 60 days after receipt of the goods.
Acceptance or Approval: Should the equipment on this proposal be purchased subject to acceptance or approval of another (such as Architect, Engineer. Owner, etc.), CaptiveAire Systems shall not be liable in any way should acceptance or approval not be granted. We cannot guarantee to meet or equal specifications written on behalf of another equipment manufacturer.
Warranties: CaptiveAire Systems extends to buyer the manufacturers warranty (a copy of which is available upon request). Manufacturer's warranty is in lieu of any warranties contained in any applicable project conditions, plans, or specifications unless specifically stated otherwise. CaptiveAire Systems makes no other warranties, express or implied, as to any matter whatsoever, including without limitation, the conditions of the equipment, its merchantability or fitness for a particular purpose. CaptiveAire Systems shall not be liable for any damages by reason of failure of the equipment to operate or a faulty operation of this equipment. CaptiveAire Systems shall not be held responsible for any direct, incidental or consequential damages or liquidated damages or losses (including but not limited to loss of use, income, profit or production, or spoilage or increased cost of operation) resulting from the installation, operation or use of the equipment.
Limitation of Remedy: CaptiveAire Systems shall have no liability for any damage caused by negligence, accident, misuse, improper storage, improper installation, improper service, maintenance or operation. CaptiveAire Systems liability (whether under theories of warranty, negligence, strict liability or contract) is limited solely to repair or replacement of the equipment or its parts by CaptiveAire Systems or its duly authorized representative, or at CaptiveAire Systems option and in its sole discretion, refund of the purchase price, and the foregoing shall be the sole and exclusive remedy against CaptiveAire Systems. In no event shall CaptiveAire Systems liability with respect to the goods or their non-delivery exceed the purchase price paid by Buyer to CaptiveAire Systems. Buyer shall have no right to consequential or incidental damages or to any remedy not hereinbefore described. Any claim by Buyer against CaptiveAire Systems with respect to the goods is deemed waived by Buyer unless submitted to CaptiveAire Systems in writing within ten (10) days of the date Buyer discovered or by reasonable inspection should have discovered, the basis for such claim.
Claims Resolution: All claims and disputes between Buyer and CaptiveAire Systems arising out of or relating to performance of any agreement or breach thereof involving this project shall be decided by binding arbitration in accordance with the construction Industry Arbitration rules of the American Arbitration Association (AAA) then existing. Notice of Demand for Arbitration shall be filed in writing by either party to this agreement with the other and with the regional office of the AAA in Charlotte, North Carolina. The procedural and substantive law of the State of North Carolina shall apply in and to all such arbitration proceedings and Raleigh, North Carolina shall be designated as the locale for any such proceedings. Both parties will have the right to conduct discovery in accordance with the Federal Rules of Civil Procedure and within reasonable time limitations to be imposed by the AAA or the arbitrators. Any award arising from such proceedings shall be final and binding upon the parties and enforceable in accordance with the Federal Arbitration Act.
Delays: Seller shall not be liable for failures or delays in making delivery hereunder when such failure or delay results from an act of God or the public enemy accident, explosion, fire, storm, earthquake, flood, drought, perils of the sea, strikes, lock-outs, labor troubles, riots, sabotage, embargo, wars (whether or not declared and whether or not the United States is involved), federal, state or municipal law, ordinance, rule, regulation, order license, priority, seizure requisition or allocation or other restrictions, failure or delay of transportation, shortage of or inability to obtain supplies, equipment, fuel or labor or any other circumstances of a similar or different nature beyond the reasonable control of the Seller.
Credit: If Buyer's credit, at the sole judgment of the Seller, is impaired at any time, Seller shall have the right to defer shipment or cancel the order.
Penalties: No penalty clause of any kind will be effective unless approved in writing by an officer of CaptiveAire Systems.
Cancellations: Should the order be cancelled through no fault of CaptiveAire Systems, the Buyer is liable for reimbursement for any and all expenses incurred in connection with this transaction; and in accordance with law for any other losses incurred by Seller.
Return of Goods: Please take special care to order carefully and completely. All products purchased are custom orders. Custom orders were manufactured in accordance with customer specifications, and therefore, are only returnable per the terms of our RMA policy (http://www.captiveaire.com/sitedocs/returnpolicy.asp). Verify all information before placing the order. Please review policy with your sales consultant prior to purchasing if you have any questions.
Prices: Unless otherwise notified, prices on orders will be held firm provided the order is released for production at time of placement (the date of placement being the date of the Buyer's order). Orders released after 30 days from date of customer's purchase order may be subject to escalation.
Title: The title to all material(s) and/or equipment and to any and all additions and accessories thereto and substitutions therefore, shall remain with Seller until the purchase price thereof is paid in full.
FORM TC-101 (2/03)



PARAGON
DEDICATED OUTDOOR AIR SYSTEM

QUOTE

JOB INFORMATION SHEET

The following is required on all jobs where the total material requirements will exceed **$5,000.00**.

1. Fill out the Job Information Sheet **completely.**
2. A signed purchase order, identifying project, and stating approximate material requirements.

JOB NUMBER
7159351

A. Customer's Full Legal Name:

Street Address: 870 Western Ave

City: GLEN ELLYN State: IL Zip: 60137-

Customer's Relationship to Job

[X] Owner [ ] General Contractor [ ] Subcontractor [ ] Sub-SubContractor

Customer is selling to:

[ ] Owner [ ] General Contractor [ ] Subcontractor [ ] Sub-SubContractor

B. Description of Materials to be Furnished: Commercial Ventilation Equipment per order #7159351

Amount: $68,015.77 Starting Date: 11/10/2024

C. Job Site:

[X] Private [ ] Public [ ] Federal

Job Site Name: Burrito Parrilla Mexicana

Street Address: 855 East Terra Cotta Avenue

City: Crystal Lake State: IL Zip: 60014-3703

D. Owner's Legal Name:

Street Address:

City: State: Zip:

Phone #:

E. General Contractor's Legal Name: N/A

Street Address: N/A

City: N/A State: N/A Zip: N/A

Phone #: N/A

F. SubContractor's Legal Name: N/A

Street Address: N/A

City: N/A State: N/A Zip: N/A

Phone #: N/A

_____

Signature (Customer)

_____

Date Signed

CITY OF CRYSTAL LAKE
Grant Agreement

THIS AGREEMENT, entered into this 1st day of April, 2025, between the City of Crystal Lake, Illinois (hereinafter referred to as "CITY") and the following designated business owner, (hereinafter referred to as "OWNER"), to witness:

Owner's Name: Manny Favela

Business Name: Burrito Parrilla

Owner's Federal Tax ID#: 26-3467670

Address of Property to be improved:

855 E. Terra Cotta Avenue

Crystal Lake, Illinois 60014

WITNESSETH:

WHEREAS, the CITY has the authority, pursuant to the laws of the State of Illinois and its home rule authority, to promote the health, safety, and welfare of the CITY and its residents, to encourage private development in order to enhance the local tax base, to increase employment, and to enter into contractual agreements with third parties for the purpose of achieving these purposes; and

WHEREAS, to promote the vitality of the CITY's commercial business areas, the CITY established its Economic Development Matching Grant Programs; and

WHEREAS, the Retailer Job Creation and Investment Programs provide financial assistance to building and business owners who occupy vacant space and facilitate job creation in Crystal Lake; and

WHEREAS, the City Council has found and determined that increased participation in the Retailer Job Creation and Investment Programs will encourage the maintenance and improvement of businesses within Crystal Lake and will stimulate economic activity in Crystal Lake, including the creation and maintenance of jobs and the attraction of consumers to Crystal Lake and will otherwise generally benefit the well-being of the residents of Crystal Lake by stimulating commercial growth, and provide crucial economic support to allow the CITY to continue to provide the level of municipal services to its commercial and residential citizens; and

WHEREAS, the CITY is authorized to expend public funds for a public benefit and by participating in the Retailer Job Creation and Investment Programs, the CITY will provide a benefit to the public, generally; and

WHEREAS, the OWNER has applied for reimbursement under the Retailer Job Creation and Investment Program; and

WHEREAS, The CITY has determined that the OWNER is eligible for the Retailer Job Creation and Investment Program, subject to the condition and limitation set forth in the City Code and this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the CITY and the OWNER do hereby agree as follows:

SECTION 1

The CITY shall reimburse the OWNER for the cost of furniture, fixtures and equipment at OWNER'S property. Reimbursements to the OWNER will be made at a rate of fifty percent (50%) for the cost of façade improvements or of eligible furniture, fixtures, and equipment for the OWNER's business, up to a maximum amount of $10,000 for new retailers. Façade improvements must comply with all applicable codes and ordinances. The OWNER must follow all laws regarding prevailing wages for façade improvements. The actual total reimbursement amounts per this Agreement shall not exceed $10,000.

SECTION 2

The CITY's approval of a grant shall not be construed as permission to commence construction on the subject property. No improvements or construction shall be undertaken by the OWNER on the location of their business until applications for Building Permits and Occupancy have been submitted to the Building Division and approved by the CITY. Following approval, the OWNER shall occupy the subject property and commence full-time business operations within one hundred eighty days (180) from the date of City Council approval. The OWNER may request a ninety-day (90) extension provided there is a demonstrated hardship.

SECTION 3

Upon completion of the improvements and upon their final inspection and approval by the City Building Commissioner, the OWNER shall submit to the CITY properly executed documentation, including: receipts and cancelled checks for the purchase of the approved furniture, fixtures, and equipment; copies of material costs and certified payrolls verifying prevailing wages were paid for all façade improvements; copy of a final Certificate of Occupancy for the business. The CITY shall issue a check to the OWNER as reimbursement for one-half of the furniture, fixtures, and equipment, subject to the limitations set forth in Section 1 hereof once one year of sales tax data has been verified. The OWNER shall only be entitled to the reimbursement set forth in Section 1 hereof if the taxable sales exceed $150,000 in the first year of operation.

SECTION 4

If the OWNER fails to purchase furniture, fixtures, or equipment, or fails to construct improvements to the façade, consistent with the conditions of the approval by the Mayor and City Council, then upon written notice being given by the City Manager to the OWNER, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void.

SECTION 5

Upon completion of the improvement work pursuant to this Agreement, the OWNER shall be responsible for properly maintaining the façade, furniture, fixtures, and equipment without change or alteration thereto, as provided in this Agreement for a period of four (4) years following completion of the construction and/or business commencement.

SECTION 6

This Agreement shall be binding upon the CITY and upon the OWNER and its successors, to said property for a period of four (4) years from and after the date of completion and approval of the improvements provided herein. It shall be the responsibility of the OWNER to inform subsequent OWNER(S) of the provisions of this Agreement.

In the event that at any time, subsequent to the reimbursement payment required by this Agreement have been paid by the City, the OWNER abandons, closes, transfers, sells or terminates the OWNER's business upon the Property during the four (4) year term of this Agreement (hereinafter collectively referred to as the "Terminating Event"), the OWNER shall, within thirty (30) days from the date of the Terminating Event or such later date as the City may agree to in writing (hereinafter, the "Refund Payment Due Date"), refund to the City a portion of the Improvement Grant received from the City prior to the Terminating Event, in accordance with the following schedule (hereinafter, the "Refund Payment")**.**

Date of Terminating Event	**% of the Total Grant Payment to be Refunded**
Within one year of the completion date	100%
Within two years of the completion date	75%
Within three years of the completion date	50%
Within four years of the completion date	25%

Such Refund Payment shall be paid to the City within thirty (30) days from the date of the Terminating Event (hereinafter, the "Refund Payment Due Date").

OWNER agrees on its own behalf and on behalf of its heirs, successors, and assigns that the City's right to the Refund Payment pursuant to this paragraph shall constitute both a personal obligation of the OWNER and a lien against the Property, and OWNER agrees that the City may record this Agreement with the McHenry County Recorder of Deeds. To further secure the repayment of Reimbursement Payments pursuant to this paragraph, OWNER agrees to execute and deliver to the City a UCC financing statement, in a form acceptable to the City Attorney, pledging inventory, accounts held at financial institutions, accounts receivables, and such other assets of the OWNER as the parties may agree to in writing, and OWNER further consents to the filing and/or recording of such financing statements as may be appropriate under the laws of the State of Illinois. Such financing statement shall be delivered to the City upon request.

SECTION 7

The OWNER releases the CITY from, and covenants and agrees that the CITY shall not be liable for, and covenants and agrees to indemnify and hold harmless the CITY and its officials, officers, employees, and agents from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected directly or indirectly with the façade, furniture, fixtures, and equipment. The OWNER further covenants and agrees to pay for or reimburse the CITY and its officials, officers, employees, and agents for any and all costs, reasonable attorney's fees, liabilities, or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The CITY shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

OWNER/LESSEE



_____

CITY OF CRYSTAL LAKE

_____

City Manager

ATTEST:

_____

Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: April 1, 2025

Item: Sign Variation for Merlot Basement Solutions adding 50.56 square feet of signage to the front facade

Petitioner: Nick Prager, petitioner
5186 Northwest Highway

Recommendation: City Council Discretion:
A. Motion to approve an ordinance with the recommended conditions for the variations as requested.
B. Motion to deny the variation request.

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

Background:

- A variation was granted at this location for Carpet One to allow 122 square feet of signage. After that, the location changed names to studio blue Kitchens and Interiors then Exceed Flooring. For these two subsequent tenants the wall signage was 46 square feet.
- The other multiple tenants in the building are permitted 50 square feet of signage. These tenants' signs are much smaller between 10 square feet and 25 square feet.
- In July 2020 a variation was granted to Exceed Flooring to allow an additional 89.24 square feet. This added the words "countertops", "cabinets" and "kitchen & baths".

Analysis

- Multi-tenant buildings are permitted 50 square feet per tenant space. This building is unique as the main tenant is a large box store that looks like a single tenant building.
- The Exceed Flooring space has a total of 135.24 square feet of signage. Merlot Basement Solutions is moving into a portion of the main space and is placing a sign on the large "big box" portion of the building.
- Other big box locations and their distance from the roadway related to sign size and visibility is illustrated in the chart below.

NAME	BLDG SIZE	DISTANCE TO ROAD	BLDG WIDTH	WALL SIGN SIZE	
Best Buy	38,000	444'	157'	195 sf	
Bed Bath Beyond	51,000	493'	180'	256 sf	
Hobby Lobby	58,000	767'	267'	148 sf	2 frontages
Exceed/Merlot	61,000	135’	175’	185.8 sf	2 frontages
VASA	61,000	287'	300'	194 sf + 461.25 tower	
Harbor Freight	65,000	332'	81'	108 sf	
Mariano's	74,800	300'	330'	591 sf	2 frontages
Steinhafel's	96,000	435'	305'	571 sf	

The breakdown of the Exceed Flooring building front façade signage:
Existing:
Exceed Flooring = 46 SF
Design Studio = 22.36 SF
Kitchen & Baths = 33 SF
Cabinets = 13.5 SF
Countertops = 20.38 SF
Proposed:
Merlot Basement Solutions = 50.56 SF
Total: 185.8 SF

The City Council can grant a variation from the requirements of the Ordinance to overcome an exceptional condition which poses practical difficulty or particular hardship in such a way as to prevent the display of a sign as intended by the Ordinance and where the following standards are met:

A. The proposed variation will not serve merely as a convenience, but alleviate some demonstrable and unusual hardship.

B. The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood. The proposed variation will not by itself, or with other signs, contribute to the creation of a visual distraction which may lead to personal injury or a substantial reduction in the value of the property.

C. The proposed variation is in harmony with the intent, purpose and objectives of the Ordinance.

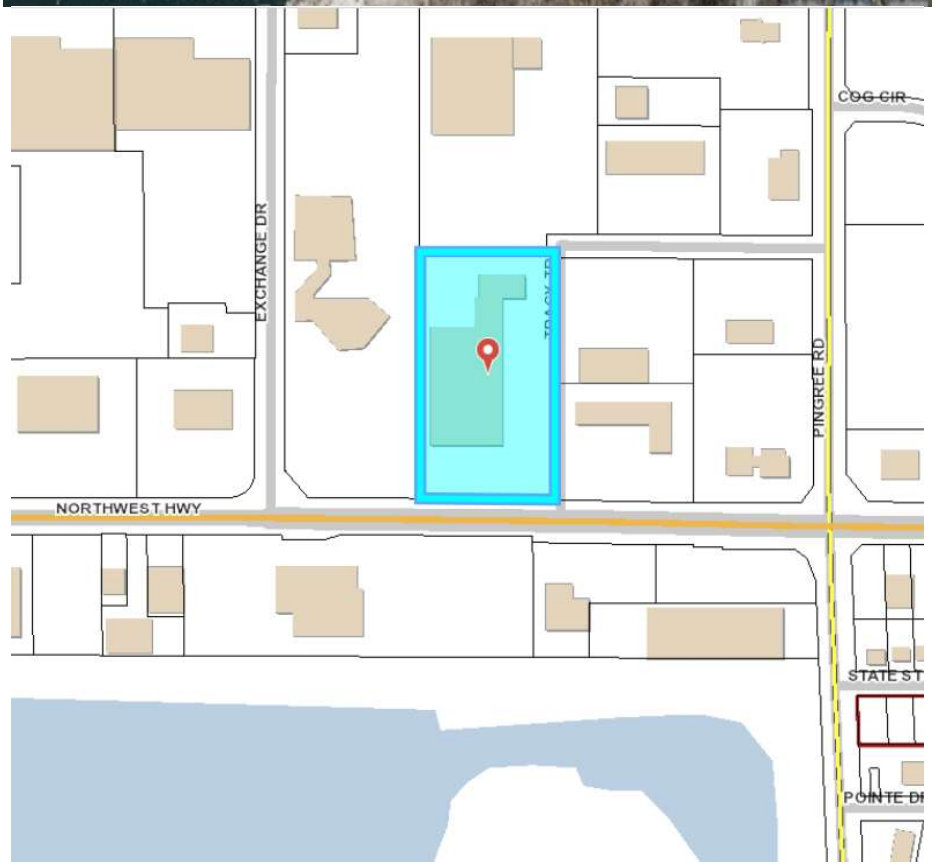
If a recommendation is made, the following conditions are suggested:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Prager, received 03/14/25)
   B. Sign Plan (Landmark Visibility Solutions, undated, received 03/14/25)

Votes Required to Pass: Simple majority vote

PIQ Map
5186 Northwest Highway





Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A SIGN VARIATION FOR EXCEED FLOORING/MERLOT BASEMENT SOLUTIONS AT 5186 NORTHWEST HIGHWAY

WHEREAS, pursuant to the terms of a Petition (File #PLN-2025-35) before the City of Crystal Lake, the Petitioner has requested a sign variation to add 50.56 square feet of wall signage to the front façade for a total of 185.8 square feet of wall signage for Exceed Flooring/Merlot Basement Solutions at 5186 Northwest Highway; and

WHEREAS, a hearing of the request was held before the City of Crystal Lake City Council on April 1, 2025 in the manner and in the form as prescribed by Ordinance and Statute; and

WHEREAS, as a result of said hearing, the City Council made a motion to approve the sign variation as requested; and

WHEREAS, it is in the best interests of the City of Crystal Lake that the sign variation be granted as requested,

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

Section I: That a sign variation be granted to allow an additional 50.56 square feet of wall signage to the front façade for Exceed Flooring/Merlot Basement Solutions located at 5186 Northwest Highway (19-04-400-019), Crystal Lake, Illinois.

Section II: Said sign variation is approved with the following conditions:

1. Signage Plans, as approved by the City Council:
   A. Application (Prager, received 03/14/25)
   B. Sign Plan (Landmark Visibility Solutions, undated, received 03/14/25)

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

Draft

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 1st day of April, 2025.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
CITY CLERK

Passed: April 1, 2025
Approved: April 1, 2025

Draft

City of Crystal Lake
Sign Variation Application

IMPORTANT: Please submit a completed application along with sign details and a $100 application fee to the Planning and Economic Development Department. The application must be submitted by Friday, two weeks prior to the intended Council meeting. City Council meetings are held the first and third Tuesdays of each month.

Property Address: 5186 NW Hwy ste 100

Petitioner Information

Name: nick Prager - landmark visibility solutions

Address: 641 industrial dr unit e, cary IL 60013

Telephone: 847-971-2981

Email: nick@landmarkvisibilitysolutions.com

Sign Owner Information (if different)

Name:

Address:

Telephone:

Email:

Sign Details

Type of Sign: ☑ Wall ☐ Free Standing ☐ Other:

Illumination Type: ☐ Non-illuminated ☑ Internally Illuminated ☐ Externally Illuminated

Prior to requesting a variation, please make all reasonable efforts such as utilizing color, lettering legibility, contrast, illumination or graphic composition to increase the reading effectiveness of the proposed sign within the requirements of the Ordinance.

Variation Requested: We're requesting a variance on behalf of our client "merlot basements" to allow an LED illuminated channel letter sign over the entrance to their space.

Variations can only be approved to overcome an exceptional condition which poses practical difficulty or particular hardship in such a way as to prevent the display of a sign as intended by the Ordinance. Please indicate how the following standards are met:

1. Unique Hardship: Explain how the proposed variation will not serve merely as a convenience, but alleviate some demonstrable and unusual hardship This space is currently not allowed a business sign, even though it doesn't exceed size and matches the other tenants because the anchor tenant "Exceed flooring and design" has 4 channel letter signs on this building elevation already. It has made operating a business nearly impossible for Merlot Basements, and they have struggled to gain traction or get visibility without any sign.

RECEIVED
MAR 14 2025
By: RH

AM

2. Not harm public welfare: The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood. The proposed variation will not be itself, or with other signs, contribute to the creation of visual distraction which may lead to personal injury or a substantial reduction in the value of property No, The proposed variation will not be materially detrimental to the public welfare or injurious to other property or improvements in the neighborhood. The proposed variation will not be itself, or with other signs, contribute to the creation of visual distraction which may lead to personal injury or a substantial reduction in the value of property

3. Consistent with Intent: The proposed variation is in harmony with the intent, purpose, and objectives of the Ordinance Yes, The proposed variation is in harmony with the intent, purpose, and objectives of the Ordinance

Signatures

3/14/25

Petitioner: Print and Sign name (*if different from owner*) Date:

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

as agent

Property Owner: Print and Sign name Date:

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

LANDMARK VISIBILITY SOLUTIONS

Prepared For: Merlot Basements Address: 5186 Northwest Hwy Suite 100

839 N. Quentin Rd. Palatine, IL 60067 • 847.971.2981 • www.landmarkvs.com • Nick@landmarkvs.com

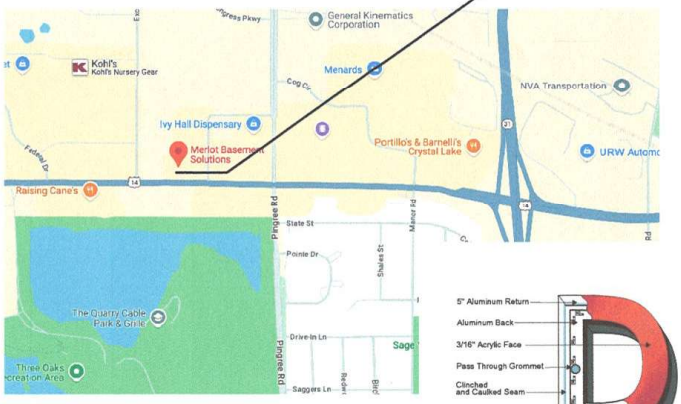
THIS DRAWING IS THE SOLE PROPERTY OF LANDMARK VISIBILITY SOLUTIONS ANY REPRODUCTIONS IN PART OR WHOLE WITHOUT THE WRITTEN PERMISSION OF LANDMARK VISIBILITY SOLUTIONS IS PROHIBITED. AN ASSESSMENT OF UP TO $2,500 WILL BE CHARGED FOR ANY MISUSE OF THIS DRAWING

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Proposed signage:



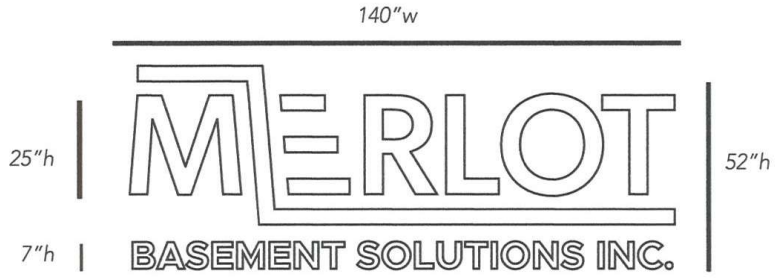
Proposed locations of signage:
South facing frontages shown below.

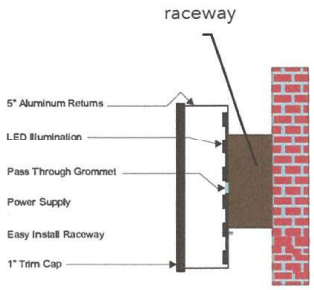


FRONT VIEW

Quantity 1 - Signs constructed with .090 aluminum with individually lit LED channel letters on aluminum raceway mounted directly to facade. The letters are custom Front Illuminated Single Stroke LED channel letters. 3/16" Acrylic Faces, 1" Trim Cap, 1 Stroke LED, 5" Deep .080 Returns, .080 White Backs, Pre-wired with 1/4" Riv Nuts, Threaded Rod, and Transformers. Returns and trimcap will be black. All signage will be 5" returns. Disconnect will be on the side of the wireway.

NOTE: The sign will be centered horizontally on the extents of the space and vertically on the building facade.





SIDE VIEW

Rev. 1

THIS DRAWING IS THE SOLE PROPERTY OF LANDMARK VISIBILITY SOLUTIONS ANY REPRODUCTIONS IN PART OR WHOLE WITHOUT THE WRITTEN PERMISSION OF LANDMARK VISIBILITY SOLUTIONS IS PROHIBITED. AN ASSESSMENT OF UP TO $2,500 WILL BE CHARGED FOR ANY MISUSE OF THIS DRAWING

Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: April 1, 2025

Item: Approval of Electrical Facilities Service Acknowledgement with Commonwealth Edison Company (ComEd) to provide electrical service to the Three Oaks Recreation Area Storm Water Pump Station

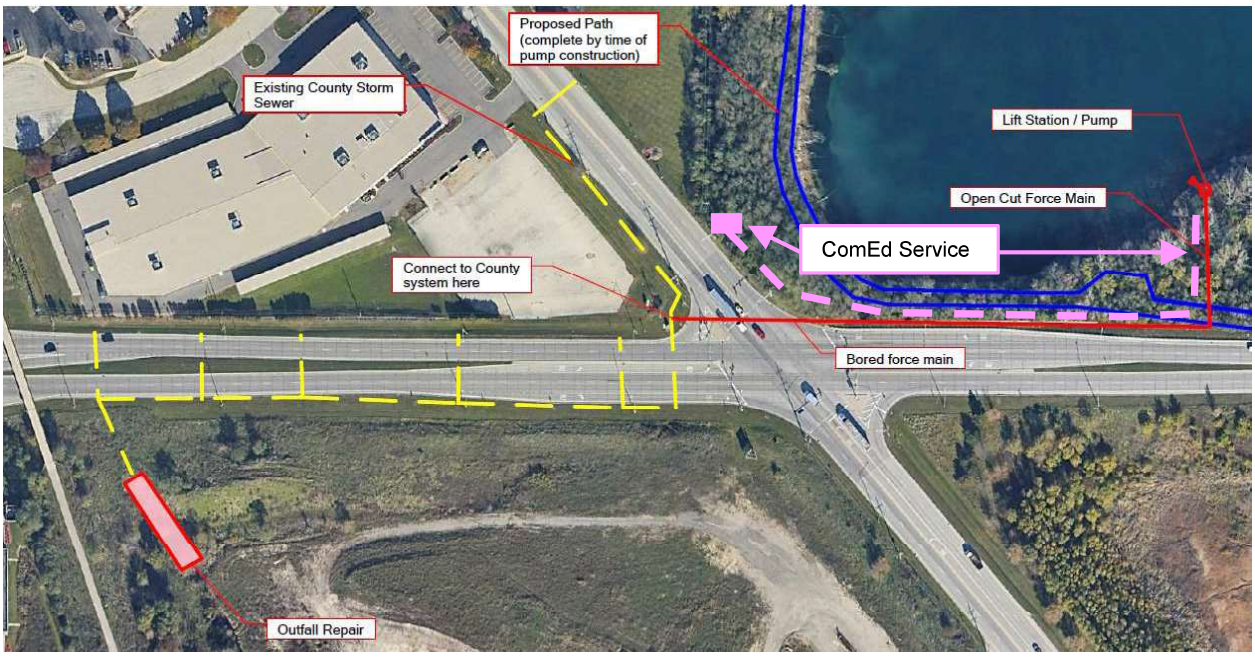
Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute an Electrical Facilities Service Acknowledgement and other associated documents with ComEd to provide electrical service to the proposed Three Oaks Recreation Area storm water pump station at an estimated cost of $48,439.26 and authorize the City Manager to execute change orders for up to 10% of the agreement amount

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

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Background:
The water levels at the Three Oaks Recreation Area fluctuate depending on the amount of precipitation during storm events. The fluctuation is compounded by the fact that the lake does not have a natural outlet to provide overflow relief. During subsequent heavy rain events, that exceed historical averages, the park amenities and structures are negatively impacted. High water levels significantly impacted the park's amenities as recently as 2019 and 2020.

The City recently awarded a contract to construct a pump station on the south side of the lake near the Rakow Road/Virginia Road intersection. The pump station requires electricity. The City has been coordinating with Commonwealth Edison Company (ComEd) to provide electrical service to the pump station location. The nearest ComEd power source is located on Virginia Road just north of Rakow Road (see exhibit below). The electrical service and transformer will be installed by ComEd, with the City's contractor installing the conduit. The cost for ComEd to install the required transformer and electrical cable is estimated at $48,439.26. In order for ComEd to proceed, the City must execute an "Electrical Facilities Service Acknowledgement" and issue payment to ComEd in the estimated amount.



Recommendation:

The Public Works Department recommends approval of the agreement and authorization to expend the funds. This is part of the Three Oaks Recreation Area water level project budget.

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE has identified the need to construct a pumping station to manage the water level at the Three Oaks Recreation Area; and

WHEREAS the pumping station will require an electrical service from Commonwealth Edison Company (ComEd) to operate; and

WHEREAS ComEd has estimated the cost of installing the necessary transformer and cable at $48,439.26.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute an Electrical Facilities Service Acknowledgement between the CITY OF CRYSTAL LAKE and ComEd, and other associated documents, to install provide the electrical service at an estimate cost of $48,439.26; and

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

DATED this 1st day of April, 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST

_____

CITY CLERK

PASSED: April 1, 2025
APPROVED: April 1, 2025

Draft

WOODSTOCK OFFICE
1950 DUNCAN PLACE
WOODSTOCK, ILLINOIS 60098
779-231-2754

CITY OF CRYSTAL LAKE
5517 NORTHWEST HWY PUMP STATION
CRYSTAL LAKE, IL 60014

Date: **02/20/2025**

Dear **CITY OF CRYSTAL LAKE,**

Enclosed are the documents related to the supply of electricity at **5517 NORTHWEST HWY PUMP STATION**, **CRYSTAL LAKE**, **ILLINOIS**. Please sign all copies of the enclosed documents and two copies of the Service Entrance Location Sketch. The third copy of the sketch is for your use during Construction. Return the signed documents and sketches and payment of **$48,439.26** to my attention.

If this contract is not returned within 30 days, it will be cancelled.

Upon receipt of your payment and signed copies, Commonwealth Edison will begin to schedule any necessary service work. An authorized copy of each document will be returned to you for your files.

You may make payments on the ComEd website or by phone.

By **Internet** go to**:** **<https://www.comed.com/MyAccount/MyBillUsage/Pages/PayMyBill.aspx>**
(for payments of $5,000 or less for Credit/Debit)
(for non-business payments of $100,000 or less for eCheck)
(for business payments of $500,000 or less for eCheck)

Or

By **Customer Service Representatives** (English & Spanish)
1-800-334-7661 (for payments of $5,000 or less for Credit/Debit)
1-800-588-9477 (for non-business payments of $100,000 or less for eCheck)
1-877-426-6331 (for business payments of $500,000 or less for eCheck

If you have any questions concerning this contract please contact your Field Representative.

Enclosures

Sincerely,

NICHOLAS MIHALKA
DESIGN CONSTRUCTION CONSULTANT
779-231-2754

ELECTRIC FACILITIES SERVICE ACKNOWLEDGEMENT

PL#: 412093 ESS: YES SER#: **NB250006** Rev.: 01

CITY OF CRYSTAL LAKE (the "Customer") hereby acknowledges the terms and conditions under which Commonwealth Edison Company (the "Company" or "ComEd") is providing electric facilities and equipment to serve the Customer's premises located at **5517 NORTHWEST HWY PUMP STATION, CRYSTAL LAKE** ("Premises").

1. Preamble.

The Company will furnish, install, own and maintain, and the Customer will pay the Company for, the electric facilities and equipment described herein pursuant to the terms and conditions set forth herein and in accordance with the terms of the Company's Rate RDS - Retail Delivery Service ("Rate RDS"), Rider NS - Nonstandard Services and Facilities ("Rider NS"), Rider ML - Meter-Related Facilities Lease ("Rider ML"), Rider ZSS - Zero Standard Service ("Rider ZSS") as applicable, and with the General Terms and Conditions ("GTC") stated in the Company's Schedule of Rates, as they may be amended from time to time. In the event of any conflict between the terms of this Acknowledgement and the terms of the Company's tariff, the latter will prevail.

2. Service Points.

The Customer is to receive delivery of electric power and energy at the Premises from the Company at an estimated total maximum demand of **29** kilowatts ("kW") ("Maximum Kilowatts Delivered" or "MKD") at the following location(s) (as shown on Exhibit A attached hereto) and in the following amounts and approximate voltages during the Retail Peak Period, as defined in GTC.

Loc. 001 est. demand 29 kW, metering voltage approx. 277/480Y volts, 3 phase, 4 wire

and at an estimated total maximum demand of **29** kW in the following amounts and approximate voltages during the Retail Off-Peak Period, as defined in GTC.

Loc. 001 est. demand 29 kW, metering voltage approx. 277/480Y volts, 3 phase, 4 wire

3. Charges; Rental.

a. The Company will furnish, install, own and maintain, under the terms and conditions set forth below and in accordance with the terms of the Company's Rider NS and Rider ML, the facilities and equipment listed in the Facilities Rental Service and Meter Lease Service attachments to this Acknowledgement. The facilities and equipment listed in such attachments, together with any conductors, cables, supports and related equipment installed by the Company, and any replacements or adjustments thereof, are hereinafter called the "Facilities". Such Facilities are or may be located on the Premises.

b.

(i) The Customer's estimated maximum demand during Retail Peak Periods set forth above is used to determine the service facilities that are available to the Customer as a standard installation under the applicable tariffs. The estimate of the Customer's MKD set forth in Section 2 above is based upon information provided to the Company by the Customer and the Customer agrees that this estimate is representative of the Customer's expected operation, demand and consumption. Load defined as "Zero Standard Portion" under Rider ZSS is not included in the determination of the estimated maximum demand shown above because a standard installation is not provided for the Zero Standard Portion of load.

(ii) Such standard service facilities are subject to change from time to time based upon the

Customer's actual MKD in accordance with the provisions of the Company's Rate RDS , Rider NS and GTC, or their successors. If the Customer's actual MKD is less than the amount of kW set forth in Section 2 above, the Company may remove, replace, or adjust the Facilities at the Customer's expense so as to provide the Customer the standard installation facilities as provided in Rider NS or to adjust the rental as provided in Section 3(c).

(iii) If the Customer desires to add load beyond the levels set forth above in Section 2 or to increase capacity at an individual point of service, the Customer shall notify the Company, in writing, adequately in advance of adding such load or increasing such capacity so that the Company may modify its facilities as determined by the Company.

c. The initial monthly rental specified in the Facilities Rental Service attachment is based on the Company's standard rental charges applicable on the date the Facilities were installed or last revised and is subject to change as provided herein or in Rider NS.

d. The monthly rental charges for the Facilities are in addition to all other charges under (i) other applicable tariff provisions and (ii) any additional charges imposed by the Company on account of special installation requests or requirements or requests by the Customer for maintenance beyond the level set forth in Section 5(c).

e. The Customer shall pay all taxes applicable to the Company's provision of the Facilities and other services to the Customer (including without limitation all applicable federal, state, regulatory, municipal and other taxes with respect to customer charges and rentals).

4. Installation.

a. If any of the Facilities are not yet installed and require installation by the Company, the Customer acknowledges that the Company will furnish the labor and materials necessary to install the Facilities described on the attached service entrance location sketch NB250006 dated . (with such specifications as are set forth on such sketch) on or adjacent to the Premises at the following charges:

Total Required Facilities Charge	$57,649.97
Total Standard Facilities Credit	$(9,210.71)
Total Facilities Charges	**$48,439.26**

b. The Customer shall pay the Company $48,439.26 for such installation. Such payment is to be made in full prior to beginning of Company work.

c. The charges listed in this document are for performing the work identified herein under normal field conditions. If abnormal field conditions are encountered and additional labor and material are required to complete the work, or if the scope of work is altered, ComEd may charge additional amounts to cover any additional costs.

d. Any such installation will be done in accordance with, and at the times and at the standard prescribed by, the Company's standard practices and procedures for the types or classes of each of the Facilities to be installed,

e. Any such installation will be done during the Company's regular working hours, unless otherwise mutually agreed,

f. In the event the installation cannot be completed within one year from the date of this document as a result of delays on the part of the Customer or because the Company has been denied access to the Premises, the installation charge to the Customer will be recomputed based on the level of costs

prevailing at the time of completion of the work, and

g. The monthly rental for the Facilities being installed will be the rental in effect at the time of the installation or last revision of such Facilities (which rental is subject to change as provided herein or Rider NS).

5. Ownership; Access; Other Company Rights.

a. The Facilities will remain the sole and exclusive property of the Company. The Company may, in its sole discretion, affix to the Facilities (or any parts thereof) labels or other markings indicating the Company's ownership of the Facilities. The Customer does not acquire any interest in the Facilities (or any parts or components thereof). Use by the Customer of the Facilities does not divest the Company of its exclusive rights to such ownership, use and possession. The Customer will, upon the request of the Company from time to time, execute and deliver to the Company all documents reasonably necessary or advisable to confirm, perfect or evidence any rights of the Company in and to the Facilities.

b. The Company and its representatives will have free access to the Premises at all reasonable times (and immediately at any time if an emergency exists) for the purposes of inspecting, protecting, installing, operating, maintaining, repairing, altering, replacing, relocating or removing any of the Facilities. ComEd has the right to install facilities on the Customer's property to provide electric service to the Customer and to other users of the Facilities. The Company may, in its sole discretion, replace, remove or alter any part of the Facilities, add or remove portions or components of the Facilities or revise any procedures with respect to the Facilities. Any such replacements, substantial alterations, or additions of or to the Facilities will belong to and be property of the Company and shall be a part of the Facilities.

c. Such inspection, protection, installation, operation, maintenance, repair, alteration, replacement, relocation and removal will be in accordance with, and at the time(s) and at the standards prescribed by, the Company's standard practices and procedures for the types or classes of each of the Facilities. If the Customer requests maintenance beyond this level, the Company may impose an additional charge for such additional maintenance.

6. Customer Responsibilities.

a. The Customer will not move, remove, modify, alter, adjust or change in any way the Facilities or any part thereof without first obtaining the written consent of the Company, except to protect the Premises or any person from damage or injury during any emergency or except and to the extent provided in a separate written agreement. Except to the extent set forth in the prior sentence, the Customer will not permit anyone other than the Company, or the Company's respective representatives, agents or subcontractors to effect any inspection, adjustment, preventative or remedial maintenance, repair, overhaul, replacement or removal of the Facilities.

b. The Customer shall at its sole cost and expense:

(i) provide to the Company such working space within a reasonable distance of the Facilities as specified by the Company and take such other steps as are necessary to allow the installation, construction, maintenance, repair, alteration, replacement and removal of the Facilities to be readily and efficiently performed;

(ii) keep the Facilities on the Premises free from any over-building or other obstruction that might create an unsafe condition or that might interfere with the Company's ability to install, operate, maintain, repair, alter, replace or remove the Facilities;

(iii) provide and maintain in a good, safe and proper state of repair, the Premises and all other property furnished by the Customer in connection with the Facilities;

(iv) furnish, install and maintain the wiring, supports, and other appurtenances, as specified by the Company, necessary for the Facilities;

(v) if the installation of the Facilities includes or requires a vault or ground-type installation, furnish and maintain the enclosure, foundation, fill, required ventilation, and similar facilities in accordance with the Company's specifications, standards, rules and regulations;

(vi) make use of the Facilities in accordance with the Company's specified practices and procedures and protect the Facilities from harm, theft or misuse and deterioration (except for reasonable wear and tear resulting only from proper use thereof); and

(vii) notify the Company by telephone promptly after the Customer first has knowledge of (i) any malfunction in operation of the Facilities; (ii) any interruption or alteration of electricity delivery to the Premises; (iii) any alteration or modification in the Facilities or its operation which is not initiated by Company, and (iv) any emergency or dangerous condition affecting the Facilities.

c. If any part of the Facilities is lost, stolen, condemned, confiscated, damaged, destroyed or needs maintenance, repairs or replacement due to an act, error, omission, breach, negligence or willful misconduct of any employee or other agent of the Customer, the Customer shall be obliged to reimburse the Company promptly for the Company's customary time and materials costs of the maintenance, repair and replacement of the Facilities. If any part of the Facilities is lost, stolen, condemned, confiscated, damaged, destroyed, or needs maintenance, repairs or replacement due to an act, error, omission, breach, negligence or willful misconduct of one or more employees or other agents of both the Company and the Customer, the Company shall repair or replace such part of the Facilities, and the cost of any such repair or replacement shall be shared by the Customer and the Company in proportion to their respective degrees of fault.

7. Removal.

Upon termination of the provision of service to the Customer, the Company at its option may, and upon the Customer's request the Company will, remove all or any part of the Facilities. The Customer will bear the cost and expense of such removal.

8. Relocation.

If relocation of all or any part of the Facilities is requested by the Customer or there is a change in the Customer's operation or construction, which in the judgment of the Company, makes such relocation necessary or advisable, the Company will move such facilities at the Customer's expense to a location on or adjacent to the Premises mutually acceptable to the Company and the Customer.

9. Miscellaneous.

a. The listing of the Required or Requested Facilities in the Facilities Rental Service attachment and the monthly rental may be modified from time to time upon oral or written notification to the customer (and the removal or installation of any such Facilities shall constitute prima facie evidence of such notification).

b. The Company may adjust the Facilities or the monthly rental if the Customer's actual MKD is more or less than the level set forth in Section 2 above.

c. The Company may adjust the monthly rental as provided in Section 3(c)/4(g) and in the Facilities Rental Service attachment.

10. Safety.

Be advised that safety on the job site is the responsibility of the Customer and Customer's contractor.

The Occupational Safety and Health Administration (OSHA) requires a specific clearance when working near energized primary electric lines. Consider all electric wires to be energized and non-insulated. Workers may be electrocuted or seriously injured by contact with the power lines or while working in close proximity to those lines. All workers and equipment must maintain a safe distance from the power lines at all times. The Customer or Customer's contractor should not commence work near ComEd's lines until such time that temporary protective measures have been taken to guard against danger of incidental contact. Consult OSHA guidelines for more specific information when working near or around energized electrical equipment. (See www.osha.gov <http://www.osha.gov>.) Contact 1-800-EDISON-1 for questions concerning working in proximity to ComEd electrical facilities.

Clearance of electrical equipment from permanent structures is governed by the National Electrical Safety Code (NESC). Reference the National Electrical Safety Code for specific information.

ComEd is very concerned about the safety of its customers and others working around its facilities. Compliance with OSHA and the NESC is a requirement. Please ensure that the activities undertaken by the Customer or Customer's contractor include the safe work practice of maintaining the required working clearances and required vertical and horizontal clearances from permanent structures.

The undersigned Customer acknowledges he/she has read the foregoing safety statement and agrees to comply with all state, federal and local safety requirements and shall require any contractor working in proximity to ComEd equipment to acknowledge and agree to same.

11. Customer/Owner Acknowledgement.

The undersigned Customer acknowledges the terms noted herein. In case the Customer is not owner of the Premises, the undersigned property owner hereby acknowledges and agrees to the terms noted herein.

Account Number: **1352851713**
SER No.: **NB250006**
Work Task Number: **1995056401**

FOR THE CUSTOMER:

Customer Name

Accepted By Signature

Print Name

Official Capacity or Title

Property Owner's Signature

FACILITIES RENTAL SERVICE - RIDER NS

S.E.R. #: **NB250006**

The Company hereby agrees to furnish and maintain hereunder facilities which the Company provides on a rental basis, for which the Customer agrees to pay a monthly rental of **$71.66** as described below:

1. Required Transformer Facilities:

Transformer Number: 412093C9 @ 277/480Y

1 - 75 KVA-COMP FEED-THRU TRANS, 12470-277/480 VOLTS, PAD MOUNT @ 94.30 (FPN530075)		$94.30
3 - 15 KV - INTERMEDIATE CLASS ARRESTER @ 0.57 (2B2)		$1.71
3 - 15KV - 100 AMPERES, CUTOUT, OPEN TYPE @ 0.43 (1A3)		$1.29
	Total	$97.30

2. Standard Transformer Facilities:

1 - 15 KVA-CONV OVHD TRANS, 2160-120/240 VOLTS, PHASE-NEUTRAL @ 12.85 (COE210015)		$12.85
1 - 10 KVA-CONV OVHD TRANS, 2160-120/240 VOLTS, PHASE-NEUTRAL @ 11.31 (COE210010)		$11.31
2 - 15KV - 100 AMPERES, CUTOUT, OPEN TYPE @ 0.43 (1A3)		$0.86
2 - 10 KV - INTERMEDIATE CLASS ARRESTER @ 0.31 (2B1)		$0.62
	Total	$25.64

3. Additional Required Facilities:

	Total	$0.00

4. Additional Standard Facilities:

	Total	$0.00

5. Frozen Transformer Rental: $0.00

6. Monthly Transformer Rental: $71.66
(item 1 minus item 2, minus item 5)
NOTE: if this value is less than zero, this line item will be changed to zero

7. Monthly Switchgear Rental: $0.00
(item 3 - item 4)
NOTE: if this value is less than zero, this line item will be changed to zero

8. Capacitor Facilities: $0.00
0 @ $0.20

9. Total Monthly Rental: **$71.66**
(item 6 + item 7 + item 8)

All such facilities shall remain property of the Company.

The monthly rental specified is based on the Company's standard rental charges applicable on the date hereof and is subject to change. The actual rental charges shall be those in effect at the time of the installation of the facilities; and whenever there is a change in facilities which require a different rental payment, the rental charge for all facilities of the same class will be based on charges in effect at that time. The monthly rental is in addition to all other charges under the contract to which this rider applies.

Customer Name: **CITY OF CRYSTAL LAKE**
Address: **5517 NORTHWEST HWY PUMP STATION**, **CRYSTAL LAKE**
Dated: 02/20/2025

Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date: April 1, 2025

Item: Bid Award – Three Oaks Recreation Area Pedestrian Trail Remaining Segments

Staff Recommendation: Motion to award the bid for construction of the Three Oaks Recreation Area Trail – Remaining Segments to the lowest responsive and responsible bidder, Foundation Mechanics, LLC, and adopt a Resolution authorizing the City Manager to execute a contract with Foundation Mechanics, LLC in the amount of $1,399,415.00, execute change orders for up to 10% of the contract amount, and approve warranted completion date change orders relating to the contract

Staff Contact: Michael P. Magnuson, P.E. Director of Public Works and Engineering
Nick Hammonds, Assistant City Manager

Background:

The Master Plan for the Three Oaks Recreation Area includes a lake loop trail that will connect the existing trails into a contiguous loop surrounding the lake. Completing a lake loop trail is the most frequently requested amenity in annual surveys of Three Oaks guests.

The path will be a pedestrian only path and will be signed to prohibit bicycles. Bicycle paths require gentle grades and large radius curves. The existing steep slopes and grades are not conducive to accommodating bicycles. The path will be eight-foot wide gravel with one-foot shoulders.

For planning purposes, the loop trail was divided into seven (7) segments (see map below). Segment 3, located near the southwest corner of the lake was completed in 2024 in preparation for the lake level management project. Segment 1, adjacent to Pingree Road, is currently under construction. Segment 6 will be constructed by Lennar Homes as part of their development. The remaining segments (2, 4, 5, and 7) are part of the city contract being awarded. Assuming Segment 6 (Lennar) is constructed later this year or early next year, the entire loop trail should be open by spring of 2026.



On March 20, 2025, staff publicly opened and read aloud bids received for construction of the Three Oaks Recreation Area Trail – Remaining Segments. The breakdown of bids is as follows:

Bidder	Base Bid Total
√ Foundation Mechanics, LLC Chicago, IL	$1,399,415.00
Everlast Blacktop Inc. Elgin, IL	$1,450,777.37
V3 Construction Group, LTD Woodridge, IL	$1,497,500.00
Engineer's Estimate	$1,600,719.60
Schroeder Asphalt Services, Inc. Marengo, IL	$1,713,658.06
Copenhaver Construction, Inc. Gilberts, IL	$1,728,779.36

√ Indicates recommended lowest responsive and responsible bidder.

This contract is for construction of the path and emergency access points. Staff will be evaluating the need for path amenities such as benches, trash bins, and the feasibility of public restrooms

during 2025 and will make recommendations for these amenities as part of the Five Year Capital Improvement Program (CIP) and proposed 2026 budget process.

Recommendation:

The Public Works and Engineering Department have reviewed all bids received for completeness and accuracy, in accordance with the invitation to bid document. Based on this assessment, City staff recommends awarding the Three Oaks Recreation Area Trail – Remaining Segments construction contract to the lowest responsive and responsible bidder, Foundation Mechanics, LLC.

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

The City has previously worked with Foundation Mechanics, LLC on the construction of Segment 1 and Segment 3 of the Three Oaks Recreation Area Trail and has been satisfied with their services. Funds for this project are in included in the 2025 budget.

Votes Required to Pass:

Simple Majority

R E S O L U T I O N

WHEREAS the CITY OF CRYSTAL LAKE has identified the need to construct a trail around the Three Oaks Recreation Area; and

WHEREAS the trail around Three Oaks Recreation Area has been partially constructed;

WHEREAS the CITY received and publicly opened bids for the Three Oaks Recreation Area Pedestrian Trail – Remaining Segments project on March 20, 2025; and

WHEREAS the lowest responsive and responsible bidder is Foundation Mechanics, LLC, Chicago, 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 contract between the CITY OF CRYSTAL LAKE and Foundation Mechanics, LLC for the construction of the Three Oaks Recreation Area Trail – Remaining Segments in the amount of $1,399,415.00; and

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

DATED this 1st day of April, 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST

_____

CITY CLERK

PASSED: April 1, 2025
APPROVED: April 1, 2025

Draft

Three Oaks Trail Remaining Segments Construction
Bid Opening: 3/20/25, 10:30am

			Foundation Mechanics Chicago, IL		Everlast Blacktop Elgin, IL		V3 Construction	Woodridge, IL	Schroeder Asphalt Marengo, IL		Copenhaver Construction Gilberts, IL	
Description	**Unit**	**Quantity**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
CLEARING AND GRUBBING	ACRE	0.4	$ 4,000.00	$ 1,600.00	$ 33,000.00	$ 13,200.00	$ 39,400.00	$ 15,760.00	$ 40,000.00	$ 16,000.00	$ 20,000.00	$ 8,000.00
CONSTRUCTION LAYOUT	LSUM	1	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 11,000.00	$ 11,000.00	$ 50,000.00	$ 50,000.00	$ 23,000.00	$ 23,000.00
EXCAVATION, GRADING, AND SHAPING (SPECIAL)	LSUM	1	$ 420,000.00	$ 420,000.00	$ 390,670.00	$ 390,670.00	$ 273,460.20	$ 273,460.20	$ 400,000.00	$ 400,000.00	$ 340,000.00	$ 340,000.00
TREE, QUERCUS ALBA (WHITE OAK), 2" CALIPER, BALLED AND BURLAPPED	EACH	19	$ 520.00	$ 9,880.00	$ 800.00	$ 15,200.00	$ 680.00	$ 12,920.00	$ 700.00	$ 13,300.00	$ 800.00	$ 15,200.00
TREE, QUERCUS RUBRA (RED OAK), 2" CALIPER, BALLED AND BURLAPPED	EACH	16	$ 520.00	$ 8,320.00	$ 850.00	$ 13,600.00	$ 680.00	$ 10,880.00	$ 700.00	$ 11,200.00	$ 800.00	$ 12,800.00
TREE, CERCIS CANADENSIS (EASTERN REDBUD), 2" CALIPER, TREE FORM, BALLED AND BURLAPPED	EACH	29	$ 520.00	$ 15,080.00	$ 880.00	$ 25,520.00	$ 670.00	$ 19,430.00	$ 700.00	$ 20,300.00	$ 800.00	$ 23,200.00
TREE, CRATAEGUS CRUSGALLI INERMIS (THORN LESS COCKSPUR HAWTHORN), 2" CALIPER, TREE FORM, BALLED AND BURLAPPED	EACH	28	$ 520.00	$ 14,560.00	$ 880.00	$ 24,640.00	$ 680.00	$ 19,040.00	$ 700.00	$ 19,600.00	$ 800.00	$ 22,400.00
EVERGREEN, JUNIPERUS VIRGINIANA (EASTERN RED CEDAR), 5' HEIGHT, BALLED AND BURLAPPED	EACH	21	$ 520.00	$ 10,920.00	$ 950.00	$ 19,950.00	$ 650.00	$ 13,650.00	$ 650.00	$ 13,650.00	$ 800.00	$ 16,800.00
EVERGREEN, PICEA PUNGENS GLAUCA (COLORADO BLUE SPRUCE), 5' HEIGHT, BALLED AND BURLAPPED	EACH	20	$ 520.00	$ 10,400.00	$ 950.00	$ 19,000.00	$ 680.00	$ 13,600.00	$ 700.00	$ 14,000.00	$ 800.00	$ 16,000.00
TRENCH BACKFILL	CUYD	25.9	$ 80.00	$ 2,072.00	$ 40.00	$ 1,036.00	$ 62.00	$ 1,605.80	$ 50.00	$ 1,295.00	$ 77.00	$ 1,994.30
TOPSOIL FURNISH AND PLACE, 4"	SQYD	19430	$ 5.00	$ 97,150.00	$ 4.90	$ 95,207.00	$ 12.60	$ 244,818.00	$ 8.25	$ 160,297.50	$ 5.00	$ 97,150.00
SEEDING, CLASS 4	SQYD	17730	$ 1.50	$ 26,595.00	$ 0.60	$ 10,638.00	$ 1.50	$ 26,595.00	$ 1.50	$ 26,595.00	$ 2.00	$ 35,460.00
SEEDING, CLASS 5A	SQYD	1700	$ 1.50	$ 2,550.00	$ 1.00	$ 1,700.00	$ 1.50	$ 2,550.00	$ 1.50	$ 2,550.00	$ 2.00	$ 3,400.00
EROSION CONTROL BLANKET	SQYD	19430	$ 2.00	$ 38,860.00	$ 1.90	$ 36,917.00	$ 2.25	$ 43,717.50	$ 2.15	$ 41,774.50	$ 3.00	$ 58,290.00
PERIMETER EROSION BARRIER	FOOT	3830	$ 4.20	$ 16,086.00	$ 2.00	$ 7,660.00	$ 4.75	$ 18,192.50	$ 4.50	$ 17,235.00	$ 3.00	$ 11,490.00
INLET AND PIPE PROTECTION	EACH	14	$ 200.00	$ 2,800.00	$ 1.00	$ 14.00	$ 370.00	$ 5,180.00	$ 300.00	$ 4,200.00	$ 100.00	$ 1,400.00
STONE RIPRAP, CLASSA5	TON	1073	$ 62.00	$ 66,526.00	$ 78.00	$ 83,694.00	$ 95.00	$ 101,935.00	$ 129.00	$ 138,417.00	$ 165.00	$ 177,045.00
FILTER FABRIC	SQYD	1102	$ 5.00	$ 5,510.00	$ 2.00	$ 2,204.00	$ 1.25	$ 1,377.50	$ 4.00	$ 4,408.00	$ 2.00	$ 2,204.00
AGGREGATE BASE COURSE, TYPE B	TON	2909	$ 35.00	$ 101,815.00	$ 44.14	$ 128,403.26	$ 53.00	$ 154,177.00	$ 49.00	$ 142,541.00	$ 59.00	$ 171,631.00
PREMIUM BIKE TRAIL MIX FA-21	CUYD	788	$ 100.00	$ 78,800.00	$ 73.00	$ 57,524.00	$ 97.00	$ 76,436.00	$ 125.00	$ 98,500.00	$ 120.00	$ 94,560.00
BITUMINOUS MATERIALS (TACK COAT)	POUND	106	$ 1.00	$ 106.00	$ 0.01	$ 1.06	$ 8.75	$ 927.50	$ 0.01	$ 1.06	$ 0.01	$ 1.06
HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	27	$ 180.00	$ 4,860.00	$ 148.17	$ 4,000.59	$ 200.00	$ 5,400.00	$ 350.00	$ 9,450.00	$ 350.00	$ 9,450.00
HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQYD	234	$ 7.50	$ 1,755.00	$ 10.68	$ 2,499.12	$ 11.00	$ 2,574.00	$ 40.00	$ 9,360.00	$ 15.00	$ 3,510.00
COMBINATION CURB AND GUTTER REMOVAL	FOOT	106	$ 1.00	$ 106.00	$ 10.00	$ 1,060.00	$ 7.00	$ 742.00	$ 13.00	$ 1,378.00	$ 12.00	$ 1,272.00
PRECAST REINFORCED CONCRETE FLARED END SECTIONS 36"	EACH	1	$ 4,300.00	$ 4,300.00	$ 4,200.00	$ 4,200.00	$ 3,100.00	$ 3,100.00	$ 8,000.00	$ 8,000.00	$ 4,000.00	$ 4,000.00
METAL FLARED END SECTIONS 12"	EACH	9	$ 200.00	$ 1,800.00	$ 400.00	$ 3,600.00	$ 390.00	$ 3,510.00	$ 1,500.00	$ 13,500.00	$ 600.00	$ 5,400.00
METAL FLARED END SECTIONS 15"	EACH	4	$ 300.00	$ 1,200.00	$ 500.00	$ 2,000.00	$ 420.00	$ 1,680.00	$ 1,550.00	$ 6,200.00	$ 800.00	$ 3,200.00
METAL FLARED END SECTIONS 18"	EACH	3	$ 400.00	$ 1,200.00	$ 600.00	$ 1,800.00	$ 480.00	$ 1,440.00	$ 1,600.00	$ 4,800.00	$ 800.00	$ 2,400.00
PIPE CULVERTS, CLASS A, TYPE 1 36"	FOOT	44	$ 280.00	$ 12,320.00	$ 165.00	$ 7,260.00	$ 150.00	$ 6,600.00	$ 400.00	$ 17,600.00	$ 200.00	$ 8,800.00
PIPE CULVERTS, CLASS D, TYPE 1 12"	FOOT	190	$ 110.00	$ 20,900.00	$ 98.16	$ 18,650.40	$ 92.00	$ 17,480.00	$ 175.00	$ 33,250.00	$ 115.00	$ 21,850.00
PIPE CULVERTS, CLASS D, TYPE 1 15"	FOOT	138	$ 120.00	$ 16,560.00	$ 115.16	$ 15,892.08	$ 120.00	$ 16,560.00	$ 195.00	$ 26,910.00	$ 125.00	$ 17,250.00
PIPE CULVERTS, CLASS D, TYPE 1 18"	FOOT	74	$ 160.00	$ 11,840.00	$ 120.00	$ 8,880.00	$ 120.00	$ 8,880.00	$ 250.00	$ 18,500.00	$ 130.00	$ 9,620.00
MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	$ 12,000.00	$ 12,000.00	$ 5,000.00	$ 5,000.00	$ 5,600.00	$ 5,600.00	$ 8,000.00	$ 8,000.00	$ 7,500.00	$ 7,500.00
INLETS, TYPE A, TYPE 8 GRATE	EACH	12	$ 1,350.00	$ 16,200.00	$ 2,800.00	$ 33,600.00	$ 1,200.00	$ 14,400.00	$ 3,500.00	$ 42,000.00	$ 2,000.00	$ 24,000.00
COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	70	$ 30.00	$ 2,100.00	$ 40.00	$ 2,800.00	$ 67.00	$ 4,690.00	$ 60.00	$ 4,200.00	$ 60.00	$ 4,200.00
COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	FOOT	36	$ 40.00	$ 1,440.00	$ 40.00	$ 1,440.00	$ 80.00	$ 2,880.00	$ 70.00	$ 2,520.00	$ 62.00	$ 2,232.00
BOLLARDS, QUICK RELEASE	EACH	6	$ 2,000.00	$ 12,000.00	$ 2,000.00	$ 12,000.00	$ 2,000.00	$ 12,000.00	$ 3,000.00	$ 18,000.00	$ 1,500.00	$ 9,000.00
GEOSYNTHETIC REINFORCEMENT	SQYD	612	$ 12.00	$ 7,344.00	$ 14.00	$ 8,568.00	$ 14.00	$ 8,568.00	$ 8.00	$ 4,896.00	$ 10.00	$ 6,120.00
AGGREGATE BASE COURSE, TYPE CA-1	TON	100	$ 60.00	$ 6,000.00	$ 51.00	$ 5,100.00	$ 110.00	$ 11,000.00	$ 100.00	$ 10,000.00	$ 75.00	$ 7,500.00
REMOVE EXISTING FLARED END SECTION	EACH	1	$ 3,000.00	$ 3,000.00	$ 1,200.00	$ 1,200.00	$ 850.00	$ 850.00	$ 500.00	$ 500.00	$ 600.00	$ 600.00
PEDESTRIAN SAFETY RAILING	FOOT	1164	$ 200.00	$ 232,800.00	$ 160.00	$ 186,240.00	$ 190.00	$ 221,160.00	$ 140.00	$ 162,960.00	$ 175.00	$ 203,700.00
CHAIN LINK FENCE DOUBLE SWING GATE	EACH	1	$ 5,000.00	$ 5,000.00	$ 4,000.00	$ 4,000.00	$ 8,400.00	$ 8,400.00	$ 3,500.00	$ 3,500.00	$ 5,000.00	$ 5,000.00
WOOD POST AND RAIL FENCE	FOOT	958	$ 70.00	$ 67,060.00	$ 72.00	$ 68,976.00	$ 73.00	$ 69,934.00	$ 65.00	$ 62,270.00	$ 75.00	$ 71,850.00
TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	LSUM	1	$ 18,000.00	$ 18,000.00	$ 95,232.86	$ 95,232.86	$ 2,800.00	$ 2,800.00	$ 50,000.00	$ 50,000.00	$ 168,300.00	$ 168,300.00
TOTAL				**$ 1,399,415.00**		**$ 1,450,777.37**		**$ 1,497,500.00**		**$ 1,713,658.06**		**$ 1,728,779.36**

Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date: April 1, 2025

Item: Designation of Sewer Cleaner Truck as Surplus, Authorization of Sewer Cleaner Truck Trade-in, and Purchase of New Sewer Cleaner Truck Using Sourcewell Purchasing Cooperative Contract #101221

Staff Recommendation:

1. Motion to adopt a Resolution designating the 2015 Vactor 2100 Plus Sewer Cleaner Truck as surplus property and authorizing the City Manager to approve its trade-in for a $70,000.00 credit as part of a purchase agreement for a new 2025 Vactor 2100i Sewer Cleaner Truck

2. Motion to adopt a Resolution authorizing the City Manager to execute an agreement with Vactor Manufacturing, located in Streator, IL, for the trade-in of one (1) 2015 Vactor 2100 Plus Sewer Cleaner Truck and for the pricing and delivery of one (1) new 2025 Vactor 2100i Sewer Cleaner Truck in the total amount of $556,987.39, after the trade-in price reduction of $70,000.00, using Sourcewell purchasing cooperative contract #101221, execute change orders for up to 10% of the contract amount, and approve warranted completion date change orders relating to the contract

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

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Background:

The 2025 Public Works Department budget includes funds for the replacement of its 2015 Vactor 2100 Plus Sewer Cleaner Truck, which is used extensively in the Water & Underground Division. The Sewer Cleaner Trucks are critical, specialized pieces of equipment for the Public Works Department and are utilized year-round for maintenance, repairs and emergency operations, including sewer & lift station cleaning, water main repairs, hydro excavations and wastewater plant maintenance operations. The 2015 Vactor 2100 Plus Sewer Cleaner Truck has been in operation for ten years and has been determined to require replacement to maintain an efficient and effective fleet. This determination was based on a Vehicle Replacement Evaluation conducted by the Public Works Department Fleets & Facilities Division. Heavy equipment such as this has a typical service life of ten years.

Upon reviewing the needs of the division and the intended function of the equipment to be replaced, the Public Works Department has determined that replacing the 2015 Vactor 2100 Plus Sewer Cleaner Truck with a new 2025 Vactor 2100i Sewer Cleaner Truck is in the best interest of the City.

Staff researched alternative equipment and market pricing and recommends the contract pricing provided by Vactor Manufacturing through the Sourcewell contract #101221 as the most advantageous to the City. Sourcewell contract #101221 provides the City with an overall discount of $10,984.24 (1.72%) off the Manufacturer's Suggested Retail Price (MSRP) of the 2025 Vactor 2100i Sewer Cleaner Truck. The trade-in credit for the 2015 Vactor 2100 Plus Sewer Cleaner Truck is offered separately from the purchasing cooperative contract pricing and will further reduce the overall cost of the new 2025 Vactor 2100i Sewer Cleaner Truck by $70,000.00. Staff reviewed the trade in offer against data available for similar equipment and has determined the offer to be reasonable. The discounted pricing available through the cooperative contract, as well as the trade-in pricing and details about the Sewer Cleaner Truck to be declared surplus, are illustrated in the tables below.

Equipment for Surplus & Trade-in	Serial Number	Hours/Miles	Ancillary Equipment
2015 Vactor 2100 Plus Sewer Cleaner Truck	1HTWGSUT2FH699859	4805 hrs.	Sewer flusher and vacuum related equipment mounted to chassis, miscellaneous vacuum tubes and attachments

Equipment for Purchase	MSRP	Cooperative Discount	Adjusted Cooperative Pricing	Trade-in Credit for 2015 Vactor 2100 Sewer Cleaner	Total Price After Cooperative Discount and Trade-in
2025 Vactor 2100i Sewer Cleaner Truck	$637,971.63	$10,984.24	$626,987.39	$70,000.00	**$556,987.39**

The pricing provided through Sourcewell purchasing cooperative contract #101221 was negotiated as part of an RFP that was advertised and reviewed by Sourcewell. As members of the Sourcewell purchasing cooperative, the City can take advantage of the contracts leveraged by the combined purchasing power of cooperative members, which helps reduce costs. Participation in this cooperative was authorized by Resolution 17R-98.

Recommendation:

The Public Works Department recommends designating the 2015 Vactor 2100 Plus Sewer Cleaner Truck as surplus and authorizing the City Manager, upon his review and approval of the trade-in offer for the 2015 Vactor 2100 Plus Sewer Cleaner Truck, to enter into an agreement with Vactor Manufacturing for the trade-in of the 2015 Vactor 2100 Plus Sewer Cleaner Truck at a value of $70,000.00 and for the pricing and delivery of one (1) new 2025 Vactor 2100i Sewer Cleaner Truck. This purchase will be made using Sourcewell contract #101221 for a total amount of $556,987.39, after applying the trade-in price reduction. Trade-in pricing is not negotiated as part of the Sourcewell contract.

Votes Required to Pass:

Simple Majority

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE from time to time designates surplus items that are no longer needed or obsolete; and

WHEREAS the City's Financial Policies allow for the City Council to declare property surplus and specify the method of its disposal; and

WHEREAS property that is declared surplus may be offered as a trade-in for credit toward the acquisition of a similar item upon review and approval of the trade-in offer by the City Manager as a method of disposal; and

WHEREAS Public Works Department's 2015 Vactor 2100 Plus Sewer Cleaner Truck has been evaluated by City staff and has been determined to be in need of replacement in order to maintain efficient and operable equipment for use by the Public Works Department in conducting maintenance and emergency operations; and

WHEREAS the City has budgeted for the replacement of vehicles and equipment during the 2025 fiscal year including vehicles and equipment within the Public Works Department; and

WHEREAS City staff have determined that the 2015 Vactor 2100 Plus Sewer Cleaner Truck should be replaced with one (1) new 2025 Vactor 2100i Sewer Cleaner Truck; and

WHEREAS the City utilizes purchasing cooperatives and joint bids to combine purchasing power with other government agencies to reduce costs; and

WHEREAS the City Council has authorized participation in the Sourcewell purchasing cooperative; and

WHEREAS contract #101221, provided through the Sourcewell purchasing cooperative, offers pricing for the purchase and delivery of one (1) new 2025 Vactor 2100i Sewer Cleaner Truck as specified by the Public Works Department.

Draft

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

BE IT FURTHER RESOLVED that the Public Works Department's 2015 Vactor 2100 Plus Sewer Cleaner Truck is hereby designated as surplus; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized, upon the City Manager's review of a trade-in offer, approve a trade-in offer for the Public Works Department's 2015 Vactor 2100 Plus Sewer Cleaner Truck; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute an agreement between the CITY OF CRYSTAL LAKE and Vactor Manufacturing of Streator, Illinois using Sourcewell purchasing cooperative contract #101221for the pricing and delivery of (1) new 2025 Vactor 2100i Sewer Cleaner Truck in the total amount of $556,987.39, which includes the $70,000.00 trade-in credit offered by Vactor Manufacturing for the Public Works Department's 2015 Vactor 2100 Plus Sewer Cleaner Truck; and

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

DATED this 1st day of April, 2025.

Draft

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: April 1, 2025
APPROVED: April 1, 2025

STANDARD EQUIPMENT
Subsidiary of Federal Signal Corporation 625 S. Illinois Rt. 83, Elmhurst, IL 60126 • 312-829-1919 • sale@standardequipment.com



Date:
3 – 24 – 2025

Offered By:
Nate Berk
Sales Representative
(312) 208-6383

Equipment Provided for:
The City of Crystal Lake
100 W. Woodstock St.
Crystal Lake, IL 60014

Equipment Quote



Stock Photo

Standard Equipment is pleased to present The City of Crystal Lake with the following quotation for a New Vactor 2100i Fan Sewer Cleaner.

STANDARD EQUIPMENT
Subsidiary of Federal Signal Corporation

Dealership Information

Family-owned and operated since 1969, Standard Equipment Company provides environmental equipment solutions for municipalities, contractors, and companies. We have built a reputation for excellence by offering the finest new equipment, a large selection of parts, excellent service, and unparalleled customer support. We customize environmental equipment solutions for every situation by putting our customer's needs first. Standard's greatest ability is dependability.

VACTOR®
Subsidiary of Federal Signal Corporation

Manufacturer Information

Vactor's origins as an American manufacturer go back more than a century, and their expertise and leadership in sewer cleaning date back more than fifty years. In that time, they have been more than a manufacturer. As a pioneer and an innovator, they have found ways to help communities save money, improve the quality of life for people, and improve the productivity and safety of the individuals who operate their equipment.

This commitment to innovation inspired them to create the very first combination sewer cleaner in 1969.

Today, they remain driven to bring you the safest, most capable, versatile, quietest, and most efficient equipment possible. Durable, reliable equipment that delivers the quality and value you deserve and should demand. Equipment you can count on today, tomorrow, and years into the future.

Vactor 2100i

It employs advanced technology that not only enhances the performance of the equipment but the individuals who operate it. Less fatigue. More comfort. Push button operation. Greater precision. Superior power and performance. Controls that truly put the operator in control. All of this in a system designed to be the ultimate in ruggedness, reliability, simplicity, and value.

- **IntuiTouch® one-touch in-cab controls** for PTO/Transfer Case activation at the touch of a button
- **IntuiTouch control panel** that combines all cleaning system functions into one, articulating control panel
- **RDB 1015™ Rapid Deployment Boom** that telescopes out 10' and extends the debris hose down 15' eliminating the need for additional tubes
- **Patent pending H.A.L.O.™** (Hands-Free Accessory Light Option) brings a new level of safety and efficiency to every jobsite
- Low maintenance **Jet Rodder® Water Pump** provides smooth continuous flows and optional "jackhammer" action
- Multi-Flow system offers operation at lower RPM for better fuel economy without sacrificing performance, less component wear and greater product life
- Modul-Flex design provides for maximum capacities and optimum weight distribution on every truck
- Quieter engine design, high ground clearance, lower water fill point and other features to improve the operator experience
- Choose from over 100 precision-engineered enhancements to fully customize your 2100i

STANDARD EQUIPMENT
Subsidiary of Federal Signal Corporation

Equipment Description

2100i with Single Engine Dual Stage Fan, 12 Yard Debris Body

Equipment Features

- 2100i Single Engine Fan- Dual Stage- 12-yard Debris Combo
- Under Engine Toolbox
- Aluminum Fenders
- Mud Flaps
- Color Coded Sealed Electrical System
- Intuitouch Electronic Package
- Double Acting Hoist Cylinder
- Handgun Assembly
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- (3) Nozzles with Carbide Inserts with Rack
- Suction Tube Storage
- 1" Nozzle Pipe
- 10' Leader Hose
- Flat Rear Door with Hydraulic Locks
- Dual Stainless-Steel Float Shut Off System
- Fixed Rear Door Pipe Rack -8" Pipe
- Subframe Mounted -2 Pipe Rack -8"
- Lube Manifold, with Lube Chart
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 60" Dump Height
- Debris Body-Up Message and Alarm
- Low Water Indicator on Screen with Alarm and Water Pump Flow Indicator
- 3" Y -Strainer at Passenger Side Fill with 25' Fill Hose
- Additional Water Tank Sight Gauge
- Liquid Float Level Indicator
- Single Engine Dual Stage Fan
- Digital Water Pressure Gauge
- Front Joystick Boom Control
- Boom Hose Storage
- Boom Out of Position Message and Alarm
- Rodder System Accumulator - Jack Hammer on/off Control with manual valve
- 3" Y -Strainer at the Water Pump
- Midship Handgun Coupling
- Chassis Engine Cooling Package
- Side Mounted Water Pump
- Digital Hose Footage Counter
- Hose Reel Manual Hydraulic Extend/Retract
- Hose Reel Chain Cover
- Hydraulic Tank Shutoff Valves
- Rodder Pump Drain Valves

STANDARD EQUIPMENT
Federal Signal Corporation

Equipment Features Continued

- Hydraulic Extending 15" - Rotating Hose Reel - 1" x 800' Capacity
- Tachometer/Chassis Engine with Hourmeter
- Water Pump Hour Meter
- PTO Hour Meter
- Hydraulic Oil Temp Alarm
- Circuit Breakers
- LED Lights- Clearance- Back-up- Stop- Tail & Turn
- Tow Hooks- Front and Rear
- Electronic Back-Up Alarm
- 8" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Module Paint- DuPont Imron Elite - Wet on Wet
- Vactor 2100i Body Decal- Standard
- Debris Body Flushout
- Rear Door Valve Flushout
- 6" Rear Door Knife Valve with Camloc - 3:00 position
- Full Rear Door Swinging Screen
- Centrifugal Separators (Cyclones)
- Folding Pipe Rack - Curbside -8" Pipe
- Folding Pipe Rack - Streetside -8" Pipe
- Rear Door Splash Shield
- Air Purge
- Additional Water- 1500 Gallon Total
- Digital Water Level Indicator
- Digital Debris Body Level Indicator Tied to Vacuum Relief
- Bellypack Wireless Controls with hose reel controls- 2-way communications- and LCD Display
- Rotatable Boom Inlet Hose
- 180 deg. 10ft Telescoping Boom
- Telescopic Boom Elbow- Nickel Plated
- 80 GPM/2500 PSI Jet Rodder pump
- Cold Weather Recirculator- PTO Driven- 25 GPM
- Handgun Couplers- Front and Rear
- Hose Reel- Freespool
- Hydro Excavation Kit - Includes Lances with Shield Nozzles- Storage Tray- and Vacuum Tube
- Fan Flushout System
- Cyclone Washout System
- Vactor Standard Manual with Cloud Parts
- 800' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD
- Rodder Hose Pinch Roller
- High Pressure Hose Reel
- Hose Wind Guide (Dual Roller)- Auto- Power Indexing
- Front Hose Reel Tool Storage
- Rear Directional Control- LED Arrowstick
- H.A.L.O. (Handsfree Accessory Light Option)
- 14 Light Package- 14 Federal Signal Strobe Lights- LED

Equipment Features Continued

- Amber Lights for Flashing Light Package
- LED Mid-Ship Turn Signals
- Worklights (2), Self-Leveling Boom LED
- Worklight- LED- Operators Station
- Worklight- LED- Hose Reel Manhole
- Camera System- Front- Rear and Both Sides
- Safety Cone Storage Rack - Post Style
- Toolbox- Front Bumper Mounted- 16 x 12 x 18 with (2) LED Side Markers
- Toolbox- Behind Cab - 16w 30h x 96d
- Toolbox- Driver Side Subframe- 60w x 20h x 12d
- Vactor Logos - Applied

Chassis Information:

- Chassis Year – 2024
- Chassis Make – Kenworth
- Chassis Model – T880
- Chassis GVWR – 66,000 lbs.
- Chassis Powertrain – 370 HP, Automatic Transmission, Tandem Axle 6x4
- Cab Color – Red
- Module Color – Red

Additional Components

- **Root Destroyer Nozzle** **Additional Component Price: $4,200.00**

*Total quoted prices include additional components.

Trade-In Information

Chassis
- 2014
- International
- 7400

Body
- 2014
- Vactor
- 2100 Plus
- S/N: 14-12V-15163

Price Quote

Standard Equipment and Vactor are proud holders of a Sourcewell competitively bid procurement contract. Sourcewell allows government agencies to control the cost of procurement and ensure that they are getting the equipment they want at a competitively bid price. For more information about Sourcewell, you can find them on the web at www.sourcewell-mn.gov.

Quotes include all Tax, Title, and License Fees if applicable.

Item Description	Delivered Cost
New Vactor 2100i Sewer Cleaner 2025 Kenworth T880 Chassis	**$626,987.39**

Sourcewell contract 101221-VTR

Unit Purchase Price

1. Please note that the prices quoted are subject to applicable tariffs and duties, which may affect the final cost.
2. Below is the trade value assigned to the equipment shown on page 7 of this quote. For the value shown, Standard Equipment expects to take possession of the machine to be handed over at the time of trade in the same condition, (normal wear and tear notwithstanding), as on the evaluation date.
3. Standard Equipment must review trade-in equipment 30 days prior to delivery and requests that the machine is/has:
    a. Made available for inspection.
    b. DOT compliant - Recent D.O.T. is/has been performed within 30 days.
    c. No active check engine/transmission warning lights illuminated.
    d. Proof of available Title i.e., photocopy of front and back.
4. Standard Equipment has the right to reject the trade-in if terms 2 and 3 are not met.
5. Price does not include state or local taxes.
6. Price includes title and plating fees.
7. FOB Standard Equipment Elmhurst, Illinois 60126.
8. Quote is valid for 7 days from 3/24/2025.
9. Payment is due at the time of purchase.

Total List Price:	$637,971.63
Total Sourcewell Price:	$626,987.39
Trade Value:	-$70,000
Total Sourcewell Quoted Price:	**$556,987.39**

I/we have read and understand the terms outlined below and on the reverse and agree to them as part of this order as if they were printed above my/our signature(s). The above and the terms below and on the reverse shall comprise the entire agreement affecting this purchase and no other agreement, understanding, representation, condition or warranty either expressed or implied by law or otherwise is part of this transaction. Unless otherwise specified the Purchase price is payable in cash on the date of delivery of the Equipment to the carrier. It is understood and agreed that the Purchase Price is subject to increase at anytime without notice by JJE to the extent that JJE has incurred increased cost between the date hereof and the delivery date caused by increases in manufacturers' list prices, government regulations, freight rates, labour costs and other causes beyond JJE's control. The Purchaser acknowledges having received a true copy hereof. This agreement is not subject to annulment or cancellation by the Purchaser without prior written consent of JJE.

The City of Crystal Lake	Standard Equipment Company
X Signature	X Signature
Name: _____	Name: Greg Zukowski
Date: _____	Date: 3/24/2025

Terms and Conditions

1. Payment in full is required at time of delivery. The sale price specified on page one of this Agreement does not include taxes or shipping and other transportation charges. Unless otherwise specified, all shipments are F.O.B. Elmhurst IL. The Purchaser shall pay all insurance, taxes, shipping charges, and other costs or expenses relating to the sale and transfer of the Equipment, it being the intent that the sales price shall be net to the JJE of any and all costs or expenses. In the event of cancellation of this agreement, the Purchase shall assume all costs associated with the cancellation. All Purchaser supplied chassis must meet the requirements of the body manufacturer and Joe Johnson Equipment ("JJE"). The costs of any chassis modifications or repairs shall be borne by the Purchaser. All warranty work is F.O.B. JJE, Elmhurst IL.
2. RISK OF LOSS. After delivery of the Equipment in good order to the Carrier of Purchaser's choice, risk of loss shall be with the Purchaser and JJE's responsibility shall cease. As long as JJE remains unpaid it shall have a lien on the Equipment and shall have a right to repossession and disposal of the Equipment notwithstanding delivery to the Carrier.
3. SHIPPING. a) If shipment is delayed beyond the time stipulated pursuant to this Agreement by any cause beyond the control of JJE, the delivery date shall be extended for a period equal to the delay due to such cause. JJE will in no way be held liable for loss or damages, direct or consequential, due to delays in delivery cause by events outside our direct control. B) If shipment is delayed by fault of the Purchaser, payment of the Purchase Price shall not be delayed thereby and the Equipment shall be at the Purchaser's risk of damage or loss from any cause whatsoever and any expense incurred in handling, storage or insuring the Equipment shall be paid by the Purchaser.
4. WAIVER OF CLAIMS. Acceptance of the Equipment by the Purchaser from the Carrier will constitute a waiver of all claims against JJE for damage or delay from any cause.
5. TITLE. Title to the Equipment and to all repairs, replacements of and accessions to the Equipment shall not pass to the Purchaser after delivery but shall remain in JJE until payment in full of the Purchaser Price together with all other amounts due hereunder.
6. DEFAULT. If the Purchaser defaults in compliance with any term or condition of this Agreement, or defaults in payment of any installment of the Purchase Price or any applicable taxes or charges relating to the Equipment, or uses the Equipment for an illegal purpose, or if levy is made upon the Equipment, or if any bankruptcy, receivership, winding-up or insolvency proceedings are instituted by or against the Purchaser, or if at any time JJE deems itself insecure in respect of the foregoing then and in any such events the entire balance of the Purchase Price and all notes given therefore together with all expenses, costs and solicitors fees incurred by JJE in the collection of the Purchase Price shall become immediately due and payable on account of the Purchase Price shall remain the property of JJE as payment for the use and depreciation of the Equipment and not as a penalty.
7. REPOSSESSION AND REMEDIES. Subject to the applicable laws:
   a) JJE, in addition to all remedies available at law or hereunder, may take possession of the Equipment without notice or demand and without legal process and for the purpose of taking possession of and removing the Equipment JJE or its assigns or agents may enter into or upon the Purchaser's lands and premises using such forces as is necessary in the circumstances. The Purchaser hereby waives all claims for damages arising out of the re-possession, removal or re-sale of the Equipment as against to Purchaser or Purchaser's assigns.
   b) If the Equipment comes into possession of JJE through the re-possession, voluntary surrender thereof by the Purchaser or otherwise, JJE may at its option sell the Equipment for its own account or may re-sell the Equipment on behalf of the Purchaser either at a public or private sale in such manner and for such amount and upon such terms as JJE may deem proper with or without notice, and prior to any sale JJE may house or store the Equipment and repair or re-condition the same; and JJE may bid and purchase on any sale. From the proceeds of any sale JJE may deduct all expenses for the re-taking, housing, storing, repairing, re-conditioning and selling of the Equipment including the costs of JJE's solicitors as between solicitor and client.
   c) JJE shall also have the right to sue the Purchaser for any amount which is due and unpaid and such rights shall not be affected by the re-possession and sale of the Equipment nor shall the right of re-possession and sale be merged in any judgment JJE may recover on any notes given for the Purchase Price for any security therefore. The execution and delivery of promissory notes or the entry of judgment for any amount which is due and unpaid or the taking of additional security therefore shall not constitute payment or a waiver of any term, provision or condition herein contained. JJE shall have the right to enforce one or more remedies successively or concurrently and such action shall not operate to stop or prevent JJE from pursuing any other remedy which it may have.
8. LIABILITY AND INDEMNIFICATION. JJE shall not be held liable or responsible for any damages, whether on account of personal injuries or otherwise suffered or sustained in the operation of the Equipment, nor for any damages resulting to Purchaser by reason of any delays or any alleged failure of the Equipment to operate. Purchaser shall defend, indemnify and hold harmless JJE, its subsidiary and affiliated companies, their officers, agents and employees, from and against all loss liability, claim, action or expense including reasonable attorney's fees by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to employees of Purchaser, as a result of the maintenance, ownership, use, operation, storage, erection, dismantling, servicing or transportation of Equipment or Purchaser's failure to comply with this order.
9. INTERPRETATION / CHOICE OF LAW. The Purchaser and JJE agree that this Agreement shall be interpreted, construed and be governed by and in accordance with the laws of the State of Illinois. The Purchaser and JJE further agree that should any term or condition, or any part thereof, contained in this Agreement be unenforceable or prohibited by present or future provincial or federal laws, then such term or condition, or part thereof, shall be ineffective to the extent of such unenforceability or prohibition. Failure at any time by JJE to exercise any of its rights under this Agreement shall not constitute a waiver-thereof nor-prejudice JJE's right to enforce it thereafter.
10. ENTIRE AGREEMENT. It is acknowledged and agreed that this Agreement constitutes the entire agreement between JJE and Purchaser and there are no representations, warranties, conditions or guarantees, expressed or implied, statutory or otherwise, other than contained herein.
11. DISCLAIMER. Except as may be expressly set out in the Description of Equipment term of this Agreement there are no expressed or implied warranties on the part of JJE as to the quality, merchantability, capability or fitness for a particular purpose of the equipment which is the subject of this agreement.
12. INTEREST. Interest or any overdue payment shall be at the rate of eighteen (%) percent per annum, without prejudice to any other conditions of this Agreement.
13. INSURANCE. The Purchaser hereby undertakes to keep the Equipment fully insured against loss by reason of accident, fire, theft and all other risks to an amount not less than the amount owed to JJE, such insurance being payable to JJE, until the Purchase Price of the Equipment together with all interest and costs which may have been incurred, have been paid. The Purchaser undertakes to supply evidence of such insurance satisfactory to JJE upon demand. If the Purchaser does not place such insurance on the Equipment, JJE shall have the right to affect such insurance at the expense of the Purchaser, who hereby undertakes to pay the premium for the same.
14. TRADE-INS. The Purchaser hereby warrants and represents that all equipment and machinery granted, sold or assigned to JJE in connection with this Agreement in satisfaction of the Purchase Price or otherwise shall be free and clear of all liens, levies, charges and encumbrances. The Purchaser further agrees to indemnify and hold harmless JJE from and against liens, levies, charges and encumbrances that the Purchaser may be required to pay or discharge in respect of such machinery or equipment.
15. FURTHER ASSURANCES. This Agreement may be assigned by JJE without notice to Purchaser. Purchaser may not assign this Agreement without JJE's consent, which may be withheld at JJE's sole discretion. The Purchaser hereby authorizes JJE to file such financing statements and do such acts, matters and effects as JJE may deem appropriate to protect its interests in the Equipment until payment in full of the Purchase Price together with all amounts due hereunder.

Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date: April 1, 2025

Item: Designation of Wheel Loader as Surplus, Authorization of Wheel Loader Trade-in, and Purchase of a new Wheel Loader Using Sourcewell Purchasing Cooperative Contract #011723

Staff Recommendation:

1. Motion to adopt a Resolution designating the 2012 Case 721F Wheel Loader as surplus property and authorizing the City Manager to approve its trade-in for a $46,500.00 credit as part of a purchase agreement for a new 2025 John Deere 624 P 4WD Wheel Loader

2. Motion to adopt a Resolution authorizing the City Manager to execute an agreement with West Side Tractor Sales, located in Rockford, IL, for the trade-in of one (1) 2012 Case 721F Wheel Loader and for the pricing and delivery of one (1) new 2025 John Deere 624 P 4WD Wheel Loader in the total amount of $225,330.87, after the trade-in price reduction of $46,500.00, using Sourcewell purchasing cooperative contract #011723, execute change orders for up to 10% of the contract amount, and approve warranted completion date change orders relating to the contract

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

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Background:

The Public Works Department budget for 2025 includes funds for the replacement of its 2012 Case 721F Wheel Loader, which is used extensively in the Street Division. Wheel loaders are critical pieces of equipment for the Public Works Department and are utilized year-round for maintenance and emergency operations, including snow removal. The 2012 Case 721F Wheel Loader has been in operation for thirteen years and requires replacement to maintain an efficient and effective fleet. This determination was based on a Vehicle Replacement Evaluation conducted by the Public Works Department Fleets & Facilities Division. Heavy equipment has a typical service life of 10 – 12 years.

Upon reviewing the needs of the division and the intended function of the equipment to be replaced, the Public Works Department has determined that replacing the 2012 Case 721F Wheel Loader with a new 2025 John Deere 624 P 4WD Wheel Loader is in the best interest of the City.

Staff researched alternative equipment and market pricing and recommends the contract pricing provided by John Deere Construction Retail Sales through the Sourcewell contract #011723 as the most advantageous to the City. This purchase will be made through an agreement with West Side Tractor Sales of Rockford, Illinois, the regional John Deere Construction Retail Sale representative. Sourcewell contract #011723 provides the City with an overall discount of $150,851.26 off the List Price of the 2025 John Deere 624 P 4WD Wheel Loader. The trade-in credit for the 2012 Case 721F Wheel Loader is offered separately from the purchasing cooperative contract pricing and will further reduce the overall cost of the new 2025 John Deere 624 P 4WD Wheel Loader by $46,500.00. Staff reviewed the trade in offer against data available for similar equipment and has determined the offer to be reasonable. The discounted pricing available through the cooperative contract, as well as the trade-in pricing and details about the wheel loader to be declared surplus, are illustrated in the tables below.

Equipment for Surplus & Trade-in	Serial Number	Hours/Miles	Ancillary Equipment
2012 Case 721F Wheel Loader	NCF215527	7296 hrs.	3 yard bucket 4-in-1 bucket

Equipment for Purchase	List Price & Customization Costs	Cooperative & Vendor Discount	Adjusted Pricing After Discount	Trade-in Credit for 2012 Case 721F Wheel Loader	Total Price After Cooperative Discount and Trade-in
2025 John Deere 624 P 4WD Wheel Loader	$425,376.13	$153,545.26	$271,830.87	$46,500.00	**$225,330.87**

The pricing provided through Sourcewell purchasing cooperative contract #011723 was negotiated as part of an RFP that was advertised and reviewed by Sourcewell. As members of the Sourcewell purchasing cooperative, the City can take advantage of the contracts leveraged by the combined purchasing power of cooperative members, which helps reduce costs. Participation in this cooperative was authorized by Resolution 17R-98.

Recommendation:

The Public Works Department recommends designating the 2012 Case 721F Wheel Loader as surplus and authorizing the City Manager, upon his review and approval of the trade-in offer for the 2012 Case 721F Wheel Loader, to enter into an agreement with West Side Tractor Sales for the trade-in of the 2012 Case 721F Wheel Loader at a value of $46,500.00 and for the pricing and delivery of one (1) new 2025 John Deere 624 P 4WD Wheel Loader. This purchase will be made using Sourcewell contract #011723 for a total amount of $225,330.87, after applying the trade-in price reduction. Trade-in pricing is not negotiated as part of the Sourcewell contract.

Votes Required to Pass:

Simple Majority

R E S O L U T I O N

WHEREAS the CITY OF CRYSTAL LAKE from time to time designates surplus items that are no longer needed or obsolete; and

WHEREAS the City's Financial Policies allow for the City Council to declare property surplus and specify the method of its disposal; and

WHEREAS property that is declared surplus may be offered as a trade-in for credit toward the acquisition of a similar item upon review and approval of the trade-in offer by the City Manager as a method of disposal; and

WHEREAS Public Works Department's 2012 Case 721F Wheel Loader has been evaluated by City staff and has been determined to be in need of replacement in order to maintain efficient and operable equipment for use by the Public Works Department in conducting maintenance and emergency operations; and

WHEREAS the City has budgeted for the replacement of vehicles and equipment during the 2025 fiscal year including vehicles and equipment within the Public Works Department; and

WHEREAS the City Council has authorized participation in the Sourcewell purchasing cooperative; and

WHEREAS contract #011723, provided through the Sourcewell purchasing cooperative, offers pricing for the purchase and delivery of one (1) new 2025 John Deere 624 P 4WD Wheel Loader as specified by the Public Works Department.

WHEREAS City staff have determined that the 2012 Case 721F Wheel Loader should be replaced with one (1) new 2025 John Deere 624 P 4WD Wheel Loader; and

WHEREAS the City utilizes purchasing cooperatives and joint bids to combine purchasing power with other government agencies to reduce costs; and

Draft

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

BE IT FURTHER RESOLVED that the Public Works Department's 2012 Case 721F Wheel Loader is hereby designated as surplus; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized, upon the City Manager's review of a trade-in offer, to approve a trade-in offer for the 2012 Case 721F Wheel Loader; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute an agreement between the CITY OF CRYSTAL LAKE and West Side Tractor Sales of Rockford, Illinois using Sourcewell purchasing cooperative contract #011723 for the pricing and delivery of (1) new 2025 John Deere 624 P 4WD Wheel Loader in the total amount of $225,330.87, which includes the $46,500.00 trade-in credit offered by West Side Tractor Sales for the 2012 Case 721F Wheel Loader; and

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

DATED this 1st day of April, 2025.

Draft

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: April 1, 2025
APPROVED: April 1, 2025

WEST SIDE TRACTOR SALES
3110 Prairie Road Rockford IL 61102
(815) 961-3160
Ron Svartoien - Sales Representative - 0

March 10, 2025

CITY OF CRYSTAL LAKE
100 W WOODSTOCK ST
CRYSTAL LAKE, IL

Sourcewell ID #

2025 John Deere 624 P 4WD Loader

SOURCEWELL Cooperative Contract 011723-JDC

Please note that this quote is valid for 30 days.

Code	Machine Configuration Description All the prices in the detailed sections are Per machine basis. Qty (1)	Unit Price
6042D	624 P-Tier Wheel Loader	341,070.00
0202	United States	-
0259	English	-
0351	Translated Text Labels	-
0400	Standard Loader	-
0452	High Lift Z-BAR	4,771.00
0612	Level 2 Trim	6,223.00
0656	Level 2 Performance	4,658.00
0956	Rear Camera (Secondary Display)	-
1100	Less Detection System	-
1205	Basic Package Radio	-
1302	Left and Right Side Steps	980.00
183N	JDLink™	-
1862	Level 2 Fleet Health	-
2205	SmartWeigh Ready + Trial	930.00
2261	8 IN (203mm) Touchscreen Display	-
2301	10.1 IN (257mm) Secondary Display - G5	3,844.00
4095	John Deere 6.8L - FT4/SV	-
6522	Standard Hitch w/ Pin & Rear Counterweight	-
7025	Single Axis Lever Controls	215.00
7054	Three Function Hydraulics	2,377.00
5121	No Brand Preference - 20.5R25 L3 1-Star Radial Tires w/ 3 PC Rims	15,211.00
5554	Full Coverage Front & Rear Fenders w/ Mudflaps	2,989.00
7403	Hydraulic Coupler - JRB 416 Pattern	8,621.00
7800	Less Bucket	-
7465	Less Cutting Edge, Segments, and Teeth	-
7500	Less Fork Frame	-
7700	Less Tines	-
8065	Cold Weather Starting	259.00
8295	Heated And Powered Exterior Mirrors	758.00
8505	Guards - Transmission & Bottom	2,167.00
8508	Auxiliary Equipment Package	1,193.00
8213	Chrome Curved Stack	711.00
9709	20.5R25 L3 1-Star Radial Tires w/ 3 PC Rims - No Brand Preference	-
	List Price	**$ 396,977.00**
	Discount 38.0%	**$ 150,851.26**
	Net Price	**$ 246,125.74**

	Custom Jobs Description		Qty	Price
	Factory Freight Destination	Rockford, IL 61102	1	3,087.11
	Dlr provide Pre-Delivery Inspection, Supplies and Fuel Fill		1	2,060.00
	Dealer Provided Delivery		1	800.00
	Extended Warranty:	3 Yr/3000 Hr Comprehensive (Machine Only)	1	-
	3.25 YD MP BUCKET		1	21,462.56
	3RD FUNCTION HYD KIT		1	627.52
	BKT INSTALL		1	155.35
	3RD FUNCTION KIT INSTALL		1	206.59
		Total Price		**$ 28,399.13**

Quote Summary (per unit)

Item Description		Prices
Machine Net Price	$	246,125.74
Custom Jobs	$	28,399.13
Total Net Price Quantity (1)	**$**	**274,524.87**
Additional West Side Tractor Discount		
		($2,694.00)
Adjusted Net Price	**$**	**271,830.87**

Less Trade-in	
2012 Case 721F with hours	**46,500.00**
Net Price less Trade-Ins	**$ 225,330.87**

Expected Machine Delivery Date: June 19, 2025

Warranty Terms

624 P includes • Full Machine 12 Month -Unlimited Hour Warranty • Extended 3 Yr/3000 Hr Comprehensive Warranty Machine Only