CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING

City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
May 20, 2025
7:00 p.m.

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Approval of Minutes – May 6, 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. **Class 20 Temporary Liquor License Request – Pioneer Center for Human Services, December 12, 2025**
   b. **County Zoning Request – 10216 South Illinois Route 31, Algonquin (unincorporated)**
   c. **Championship Signs Resolution**
   d. **Approval of Intergovernmental Agreement with the Illinois Department of Transportation (IDOT) for routine maintenance of certain sections of State Routes**

10. **Board and Commission Appointment and Reappointments – Library Board**

11. **Water's Edge Business District – Establishing Public Hearing date for June 3, 2025**

12. **Midwestern Higher Education Compact Cooperative Purchasing Program for Desktop and Laptop Computers**

13. **Bid Award – Traffic Sign Fabrication System**

14. **Proposal Award - Preliminary Engineering Services for the Main Street at Liberty Road Intersection Improvements**

    Appropriation of Motor Fuel Tax (MFT) funds for Preliminary Engineering Services related to the Main Street at Liberty Road Intersection Improvements

15. Amended Financial Policies and Code Amendments

16. Proposal Award – Congress Parkway Roundabout Art Sculpture Project

17. Bid Award - Downtown Public Place Site Improvements – Depot Park

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: May 20, 2025

Item: Class 20 Temporary Liquor License Request – Pioneer Center for Human Services, December 12, 2025

Staff Recommendation: Motion to approve issuance of a Class 20 Temporary Liquor License to the Pioneer Center for Human Services

Staff Contact: Nick Hammonds, Deputy City Manager

Background:
The City received a request from the Pioneer Center for Human Services 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, December 12, 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 Holiday Inn, located at 800 S. Route 31, on Friday, December 12, 2025 and must be picked up by Sunday, December 14, 2025.

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

Votes Required to Pass:
Simple majority

Pioneer Center
for Human Services

Developmental Disabilities · Behavioral Health · Homeless Services

Passion to Serve. Commitment to Care.

Holiday Inspiration
LUNCHEON

May 5, 2025

City of Crystal Lake
Attn. City Manager's Office
100 W. Woodstock St.
Crystal Lake, IL 60014

Honorable Mayor and Crystal Lake City Council,

On behalf of Pioneer Center for Human Services we would like to submit our application for renewal of a Class "20" Temporary Liquor License.

During our 19th Annual Charity Holiday Inspiration Luncheon we would like to include liquor, wine and beer in our prizes. The event will take place on December 12, 2025 at the Holiday Inn/Crystal Lake conference center. Proceeds from this fundraiser will support Pioneer Center for Human Services programs and services for people with Intellectual and Developmental Disabilities, Homeless and Behavioral Health needs throughout McHenry County and the surrounding area.

Pioneer Center for Human Services currently and throughout the decades has had the privilege to work with Crystal Lake residents as Pioneer Center Board Members, staff and volunteers. We also have been and currently are members of the Crystal Lake Chamber of Commerce and have participated in many events for Crystal Lake organizations throughout the decades. This Holiday Inspiration Luncheon annually supports and promotes Crystal Lake businesses through sponsorships and in-kind donations that are used to create spectacular holiday gift baskets.

Enclosed you will find the following for your review:

- Class 20 Temporary Liquor License Application
- Certificate of Liability Insurance
- Letter of Acknowledgement from the Crystal Lake Holiday Inn for Liquor License Application
- Site plan for prizes sale area

Thank you for your consideration.

Warmest Regards,

Sue George
Events and Volunteer Coordinator

Encl.

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 Pioneer Center for Human Services
(Must be not-for-profit organization)

Address 4031 W Dayton St. McHenry, IL 60050 Phone Number 815.759.7130

2. Organization Contact Information:
Name: Susan George
Address: 4031 W Dayton St. McHenry, IL 60050
Email: sgeorge@pioneercenter.org
Phone Number: [redacted]

3. Location where beer in packages only will be sold:
Holiday Inn - 800 S. Rt. 31, Crystal Lake, IL 66014

4. Dates of the event (**not to exceed three (3) days**): December 12, 2025

5. Hours of operation: 11:00 a.m.-2:00 p.m.

6. Describe the type of crowd and traffic control licensee will utilize. provided by facility staff

7. Describe plan for refuse pickup. provided by facility staff

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.
To be determined prior to event. Will provide to city

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: Susan George
Title: Special Events and Volunteer Coor.
Date: 3.25.25

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): 8/15/2024

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

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

PRODUCER
Beth & Rudnicki Insurance Agency, Inc
PO BOX 1510
McHenry, IL 60050

CONTACT NAME: Stephanie Heinberg
PHONE (A/C, No, Ext): 815-385-7630 FAX (A/C, No): 815-399-6689
E-MAIL ADDRESS: stephanie@brinsurance.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Ins Co	18058
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Pioneer Center for Human Services
4031 Dayton Street
McHenry, IL 60050

COVERAGES CERTIFICATE NUMBER: 00002205-0 REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK2570189	7/1/2024	7/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Liquor Liability			PHPK2570189	7/1/2024	7/1/2025	Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: 12/13/2024 Event - Holiday Inn, 800 S. Route 31, 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
(STH)

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Holiday Inn
AN IHG HOTEL
Chicago NW | Crystal Lake

March 28, 2025

City Manager's Office
Attn: Liquor License
100 W. Municipal Complex
Crystal Lake, IL 60014

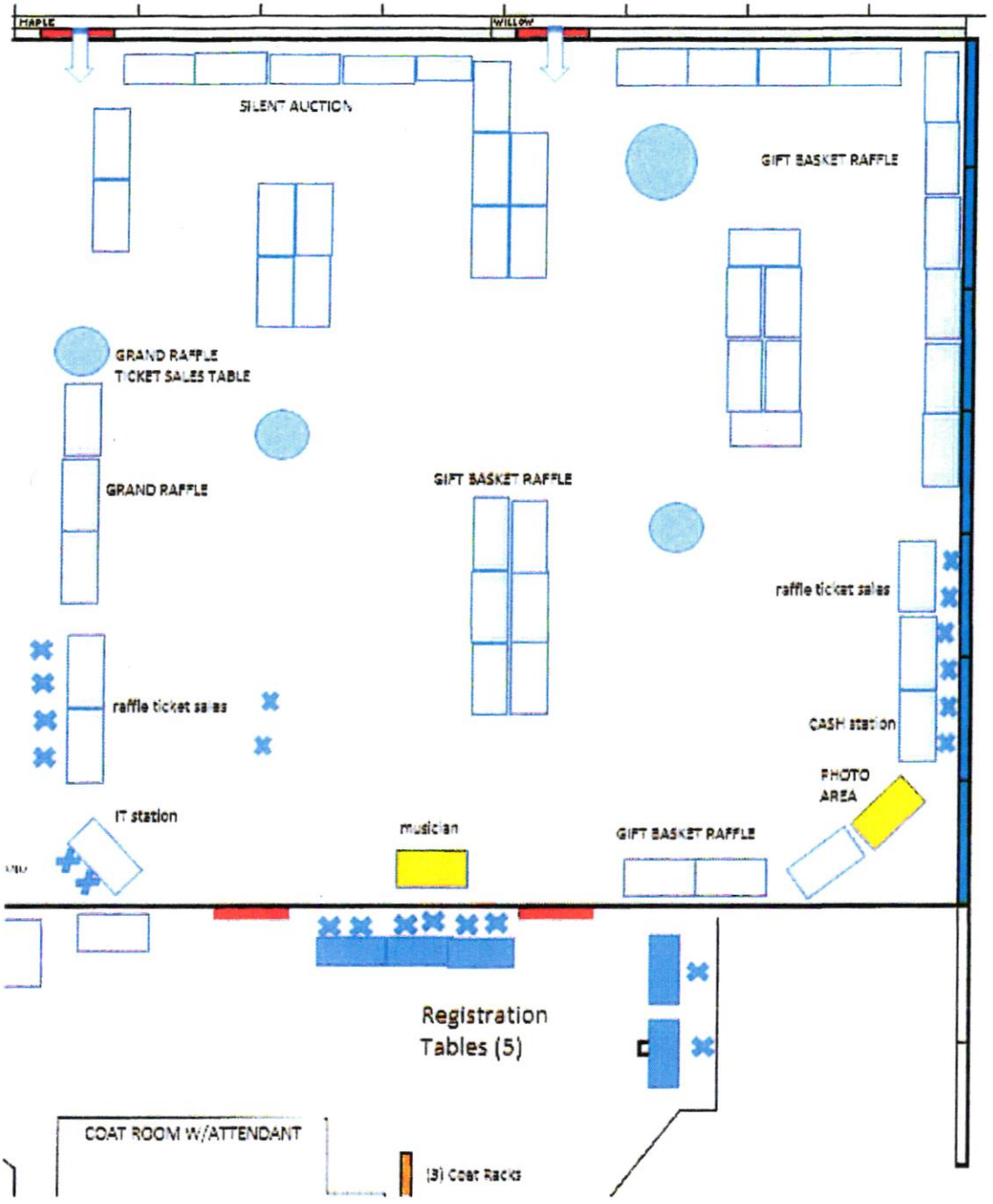
RE: Raffle & Liqour License Application

Greetings,

On December 12, 2025 the Pioneer Center for Human Services will host their Fundraiser at the Holiday Inn, Crystal Lake. We are aware that the Pioneer Center for Human Services will conduct different raffles and some packages that may include alcohol. The Holiday Inn will not receive any proceeds from these raffles. All proceeds from the event are in support of the Pioneer Center for Human Services.

Sincerely,

Fran Headrick
Director of Sales & Marketing
Holiday Inn Crystal Lake


MAPLE
WILLOW
SILENT AUCTION
GIFT BASKET RAFFLE
GRAND RAFFLE
TICKET SALES TABLE
GRAND RAFFLE
GIFT BASKET RAFFLE
raffle ticket sales
raffle ticket sales
CASH station
PHOTO
AREA
IT station
musician
GIFT BASKET RAFFLE
Registration
Tables (5)
COAT ROOM W/ATTENDANT
(3) Coat Racks

Agenda Item No: 9b

City Council
Agenda Supplement

Meeting Date: May 20, 2025

Item: County Zoning Request
10216 South Illinois Route 31, Algonquin (unincorporated)

Recommendation: City Council's discretion.

a) Motion to object to the proposed renewal of a conditional use permit for a digital off-premise commercial advertising sign.

b) No action

Staff Contact: Kathryn Cowlin, Director of Community Development
Darrell Moore, Assistant City Planner

Background:

- As is customary with county zoning requests within the City's mile-and-a-half planning jurisdiction, the City received notice of this request having a scheduled hearing date of May 29, 2025.
- The subject property is immediately adjacent to the Village of Algonquin and has an Algonquin mailing address. Both Lake in the Hills and Cary are in between Crystal Lake and the site.
- The subject property contains an auto repair business with multiple buildings, a former gas-station canopy, and a 35-foot tall double-sided 11 ft. x 22 ft. digital sign.
- The subject property is zoned B-3 General Business with a conditional use for a digital off-premise commercial advertising sign. The sign was approved through the county under a conditional use permit (CUP) in 2015. A condition of the approval was that the CUP would expire in ten years, unless renewed.

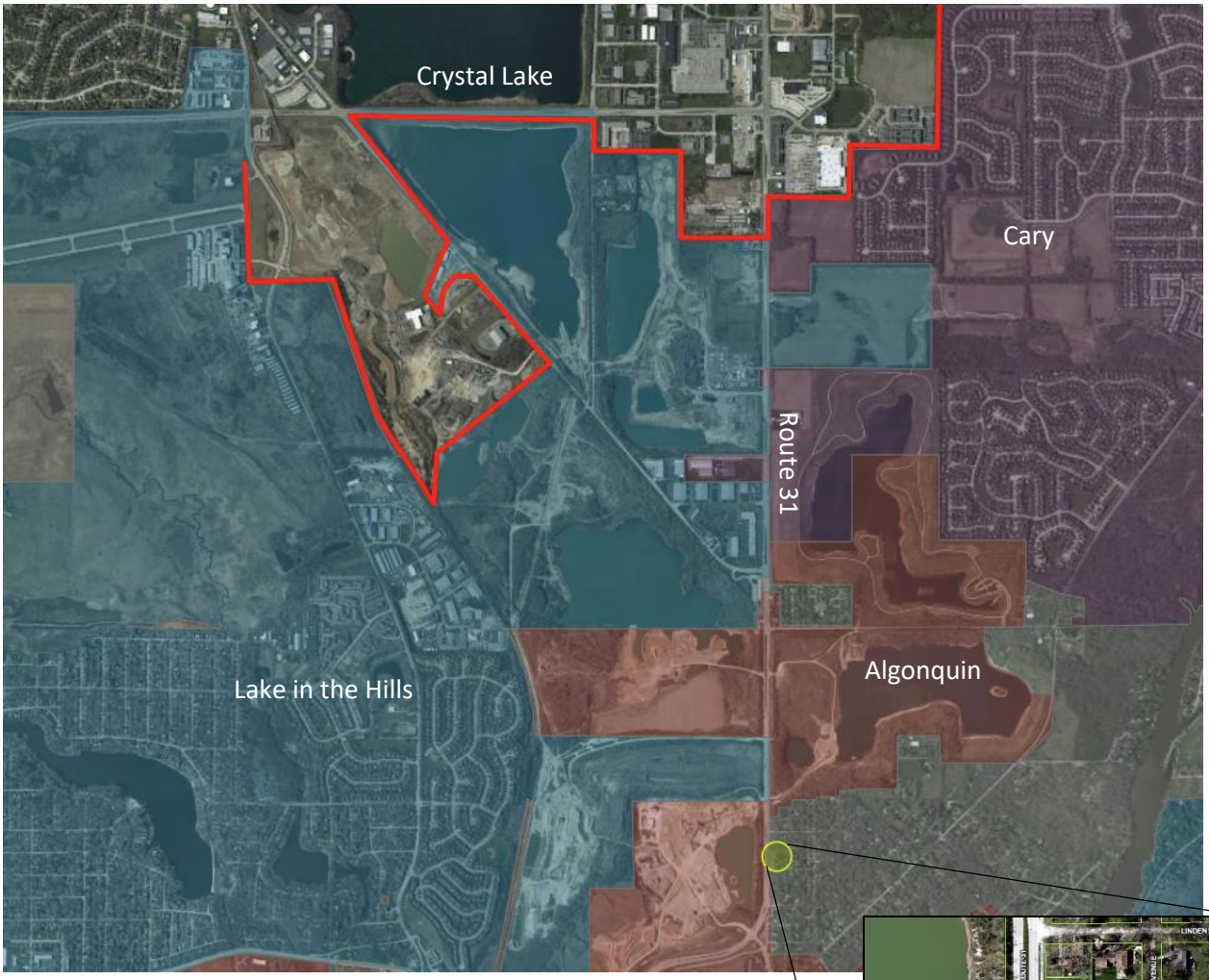
Request:

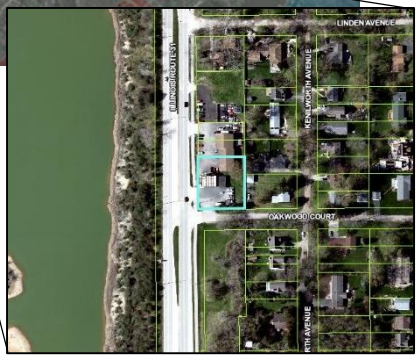
- The applicant is now seeking to renew the CUP for a digital off-premise commercial advertising sign. No changes to the site or the sign are proposed.
- Due to the distance from Crystal Lake, staff does not have any concerns with the request.

Votes Required to Pass: A simple majority.

PIQ Map

10216 S Illinois Route 31, Algonquin (unincorporated), Algonquin Township





Distance to nearest municipalities:

Algonquin:	0 ft.
Lake in the Hills:	860 ft.
Cary:	4,160 ft.
Barrington Hills:	5,420 ft.
Crystal Lake:	**7,430 ft.**

McHenry County
Zoning Board of Appeals - Zoning Hearing
AGENDA

May 29, 2025, 1:30 PM
County Board Conference Room
Administration Building, 667 Ware Rd., Woodstock, IL 60098

Pages

1. CALL TO ORDER
2. ROLL CALL
3. NEW BUSINESS / PUBLIC HEARING
   - 3.1 Z25-0034 Mixed Media, LLC, 2
4. OLD BUSINESS
5. PUBLIC COMMENT
   Topics unrelated to public hearing - 3-minute time limit per speaker
6. ANNOUNCEMENTS
7. ADJOURNMENT

Project Name: Renewal of Conditional Use for Digital Off-Premises Commercial Advertising Sign

Project Description: We are renewing the conditional use permit for the existing 11' x 22' double sided digital off-premises commercial advertising sign located on this parcel.

Permit Type: CONDITIONAL USE PERMIT RENEWAL

Site Address (Parcel) Owner Name: DAVID W HINZ

Parcel Identification Number: 19-27-205-026

Site (Parcel) Address: 10216 S IL RT 31 ALGONQUIN, IL 60102

Number of Acres: 0.46

Site Address (Parcel) Owner Phone Number:

Site Address (Parcel) Owner Email Address:

Applicant Name (if other than owner): Weber, Steve

Primary Contact: Weber, Steve

Applicant Address: 1152 Liberty Ave

Applicant Phone Number: 6306698951

Applicant Email Address: steve@mixedmediaoutdoor.com

We respectfully request the renewal of the conditional use permit for the continued operation of our digital off-premises commercial advertising sign located at 10216 S. Route 31, Algonquin, IL (PIN 19-27-205-026).

This sign has been in operation for nearly 10 years and has consistently demonstrated a positive impact on the community. It has generated favorable feedback from both local businesses and law enforcement, with no reported negative effects on the surrounding area.

Given its longstanding presence and positive reception, we are seeking an extension of the conditional use term to 50 years. This sign has become a valued fixture in the community, and we are committed to ensuring its continued operation in a responsible and beneficial manner.

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

Office Use Only

Petition #/Permit # _____

CORPORATE DISCLOSURE

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

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

Name of Entity: Mixed Media LLC

Name	Title (officers, directors, shareholders/stockholders)	Address (address, city, state, zip)	Percent of ownership interest
Dennis J. Orsinger	Managing Partner	1152 Liberty Ave, Cary, IL 60013	100%

Please attach additional information, if needed.

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

16.20.040.E. *Approval Standards for Conditional Use Permits.* No conditional use permit may be granted unless the Zoning Board of Appeals and County Board makes specific written findings that the request meets each of the standards imposed by this section. These standards are as follows:
16.20.040.E.1. That the petitioner has demonstrated the ability to meet any applicable standards contained in Chapters 16.56 (Use Standards) and 16.60 (Site Development Standards).

16.56.030.EE.1. No off-premises commercial advertising sign may be located within one hundred (100) feet of any residential zoning district or residential structure located in an agricultural zoning district. When an off-premises commercial advertising sign one hundred and fifty (150) square feet or larger in size is located within five hundred (500) feet of a residential zoning district, or within five hundred (500) feet of a residential structure within an agricultural zoning district, a conditional use permit is required.
Our sign is over 100' from a residential district

16.56.030.EE.2. Each off-premise commercial advertising sign must be located at least three hundred (300) feet from another off-premise advertising sign.
Our sign has greater than 300 feet spacing from another off-premise advertising sign and thus meets the spacing requirements.

16.56.030.EE.3. Off-premise commercial advertising signs must be located at least five (5) feet from any side lot line and ten (10) feet from a street lot line.
Our sign is 10 feet setback from the street lot line and 49 feet from the nearest side lot line and thus meets the setback requirements

16.56.030.EE.4. Off-premise commercial advertising signs are limited to a maximum height of thirtyfive (35) feet, as measured from the grade of the roadway.
Our sign is 35 feet to the top and thus meets the max height requirement

16.56.030.EE.5. Off-premises commercial advertising signs are limited to a maximum sign area of two hundred sixty (260) square feet unless the sign is oriented to an Interstate Highway with a posted speed limit in excess of fifty five (55) miles per hour, in which case the maximum sign area is four hundred (400) square feet.
Our sign is 242 square feet with a length of 22 feet and thus meets the size requirements.

16.56.030.EE.6. Off-premises commercial advertising signs are limited two (2) sides placed either back-to-back or in a V-type configuration, provided that the angle between V-type mounted sign faces does not exceed forty-five (45) degrees. If the angle between two (2) sign faces is greater than forty-five (45) degrees, the sign area is computed as the sum of the areas of the two (2) faces (see Figure 16.72-3).
Our sign has 2 faces in a V-type configuration of less than a 45 degree angle and thus meets the above criteria

16.56.030.EE.7. The off-premise commercial advertising sign is in sound structural condition and complies with all building and electrical codes.
Our sign complies with all applicable building and electrical codes

16.56.030.EE.8. The off-premise commercial advertising sign does not create obstacles or traffic

hazards by distracting or confusing motorists, impairing motorists' ability to see pedestrians, read other traffic signs, or see other vehicles.

Our sign is setback from the right of way by 10 feet and has a ground clearance of over 20 feet to the bottom and thus could in no way block the view of pedestrians or vehicles. There are also no nearby traffic signs that could be blocked or distracted from. Per IDOT regulations, there will also be no copy placed on the board that could be misconstrued as traffic signals to confuse motorists. The sign has also been in operation for nearly 10 years with complaints or incidents reported.

16.56.030.EE.9. A conditional use permit is required for all digital off-premise commercial advertising
signs. In addition, digital off-premise commercial advertising signs must meet the following standards:

> **16.56.030.EE.9.a.** Each message or image displayed on a digital off-premise commercial advertising signs must be static or depicted for a minimum of ten (10) seconds. Animation, streaming video, and images that move or give the appearance of movement are prohibited.
> **This requirement is set forth by Illinois state law and has been complied with through the signs software control program.**
>
> **16.56.030.EE.9.b.** A digital off-premises commercial advertising sign must not exceed a maximum illumination of three-tenths (0.3) footcandles above the ambient light level when measured from a distance equal to the square root of the square footage of the sign multiplied by one hundred. (measurement distance = (sign area) x 100) All digital off-premises commercial advertising signs must have ambient light monitors installed, which automatically adjust the brightness level based on ambient light conditions.
> **Software from manufacturing company complies with ambient light brightness requirements**
>
> **16.56.030.EE.9.c.** In response to complaints, the Zoning Enforcement Officer may require that the owner of a digital off-premise commercial advertising sign submit a certification
> demonstrating that the sign complies with the maximum illumination standards.
> **In nearly 10 years of operation, no complaints have been filed.**
>
> **16.56.030.EE.9.d.** All digital off-premise commercial advertising sign must be programmed to
> automatically revert to a full black screen in the event of a malfunction.
> **Software from manufacturing company complies with this regulation**
>
> **16.56.030.EE.9.e.** Conversion of an existing non-digital off-premise commercial advertising sign to a digital off-premise commercial advertising sign is subject to the following: **N/A**
>
> > **16.56.030.EE.9.e.i.** A conforming off-premise commercial advertising sign may be converted to a digital sign with approval of a conditional use permit.

16.56.030.EE.9.e.ii. A nonconforming off-premise commercial advertising sign within a district that permits such signs may be converted to a digital off-premise
commercial advertising sign if the nonconformity is remedied (i.e., the sign is brought into compliance) and a conditional use permit is approved.

16.56.030.EE.9.e.iii. A nonconforming off-premise commercial advertising sign within a district that does not permit such signs may not be converted to a digital offpremise commercial advertising sign.

16.56.030.EE.10. The owner of a digital off-premise commercial advertising sign shall provide the
County with space for public service announcements including Amber Alerts, weather related evacuations, or other emergency situations.
Our sign has included all such services

16.56.030.EE.11. An off-premises commercial advertising sign may be utilized to display a noncommercial message under the same standards as the display of a commercial message, unless otherwise allowed or restricted by State laws including, but not limited to, the Illinois Election Code and/or 10 ILCS 5/1-1 *et seq*. as enforced by State Board of Elections or other appropriate officials.
N/A

16.20.040.E.2. That the site shall be so situated that the proposed use is compatible with the existing or planned future development of the area.
As an existing and future commercial use property, a sign advertising local businesses fits within the future development plans for the property in question and is situated in such a way as to not impair the property owners ability for future development.

16.20.040.E.3. That the establishment, maintenance, or operation of the conditional use shall not be detrimental to or endanger the public health, safety, morals, comfort or general welfare of the neighboring vicinity.
Our sign will help the community by providing the services outlined in Article 16.56.030.EE.10

16.20.040.E.4. That the conditional use shall not be injurious to the use and enjoyment of other property
in the immediate vicinity for the purposes already permitted.
This sign has operated for almost 10 years with no reports of it being injurious to the use and enjoyment of other properties.

16.20.040.E.5. That the conditional use shall not substantially diminish and impair property value within the neighborhood.
The sign has had no affect on property values.

16.20.040.E.6. That adequate utilities, access roads, drainage, and other necessary facilities have been or are being provided.

Only electrical service is required for our sign.

16.20.040.E.7. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion and hazard on public streets.
No ingress or egress are required

16.20.040.E.8. That the conditional use shall, in all other respects, conform to the applicable regulations of the zoning district in which it is located.
The applicable sign conforms to all applicable regulations of the B-1V zoning district

16.20.040.E.9. That the conditional use is reasonably in the interest of the public welfare.
Our sign is been used for 10 years to help generate awareness and increase sales for local businesses and has been a valuable asset in the community partnering with local law enforcement for emergency messages.

16.20.040.E.10. That adequate measures will be taken to provide protection to groundwater recharge and groundwater quality
The proposed sign will have no effect on groundwater

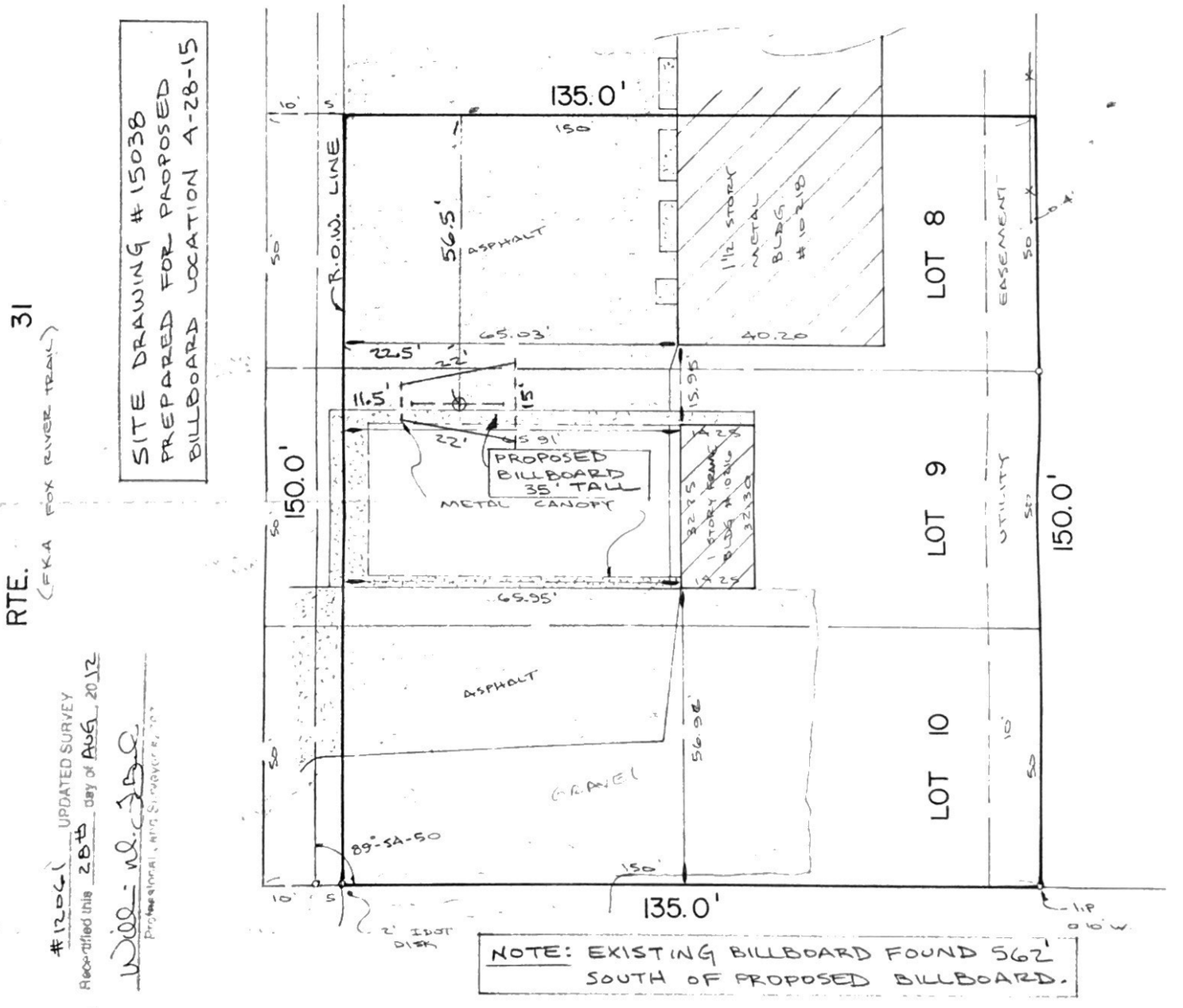
American Survey Co.

913 Hickory Nut Grove Ln. Cary, IL 60013 847-516-2700

Plat of Survey

Scale: 1" = 20'

OF PROPERTY DESCRIBED AS: LOTS 8, 9 AND 10 (EXCEPT THE WEST 15 FEET OF SAID LOTS) IN BLOCK 2 IN FRANK E. MERRILL AND CO.'S ALGONQUIN HILLS UNIT 1, BEING A SUBDIVISION OF PARTS OF SECTIONS 22 AND 27, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 17, 1926 AS DOCUMENT NO. 73664 IN BOOK 5 OF PLATS, PAGE 57, IN MCHENRY COUNTY, ILLINOIS.



#12041 UPDATED SURVEY
Recertified this 28th day of AUG 20 12
William M. TenBusch
Professional Land Surveyor

Order # 02235
Ordered by Steve Weber
Prop. address 10216-10218 Rte. 31
Algonquin, IL

Distances are given in feet and decimal parts thereof
No dimension or angle shall be assumed by scale

- o indicates iron stake found
- • indicates iron stake set
- -x-x- indicates fencing
- ▭ indicates concrete

State of Illinois)
County of McHenry) SS

I, William M. TenBusch, an Illinois Professional Land Surveyor, do hereby certify that I have located the above shown buildings as of this 9th day of AUGUST 2002

William M. TenBusch
Professional Land Surveyor # 2767

This survey does not constitute a title search
Refer to current title policy, deeds, local ordinances or any other documents which might affect ownership, easements, building setbacks, encumbrances or restrictions not shown.

State of Illinois)
County of McHenry) SS

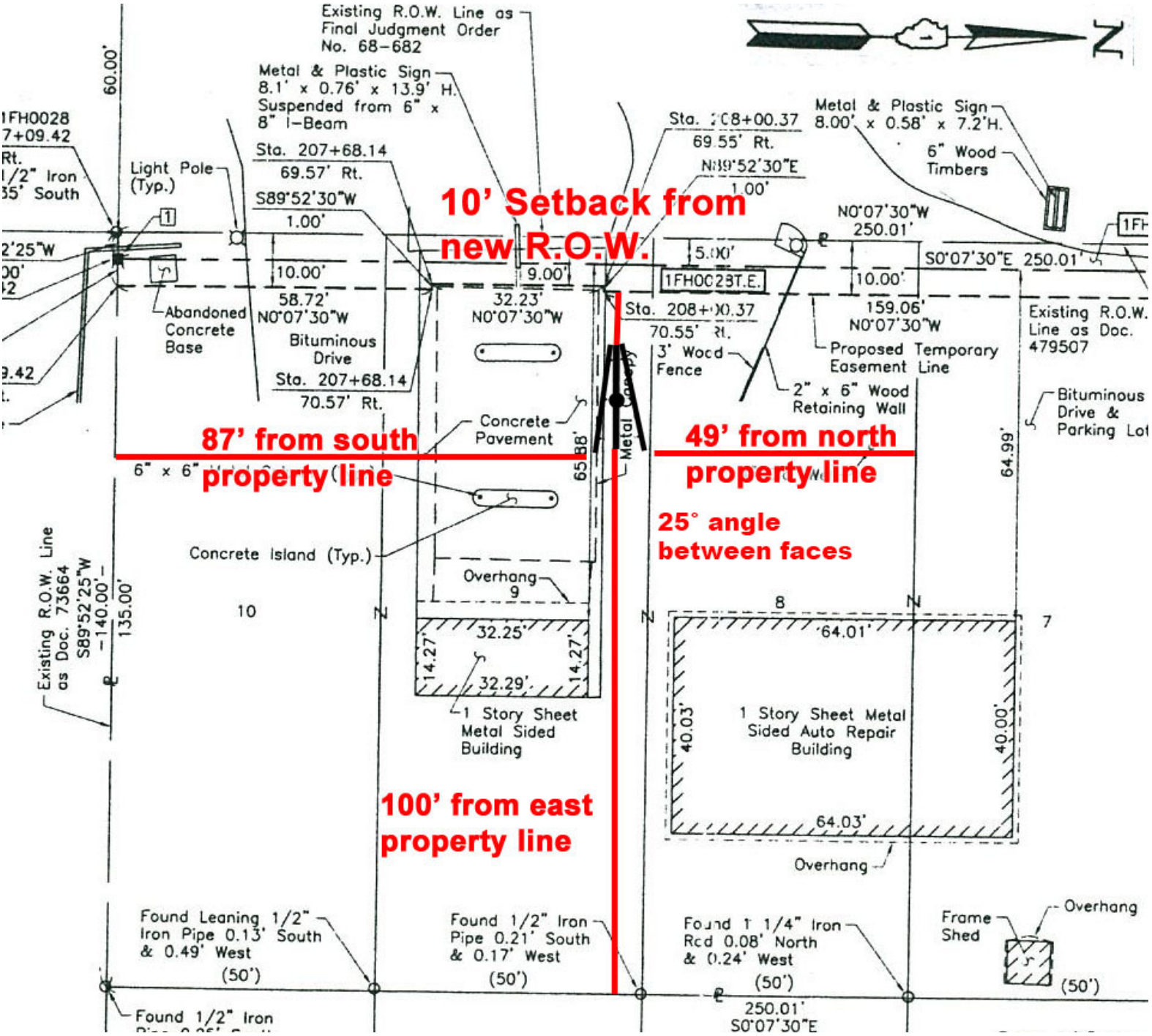
I, William M. TenBusch, an Illinois Professional Land Surveyor, do hereby certify that I have surveyed the above described property and that this plat is a correct representation of said survey as of this 9th day of AUGUST 2002

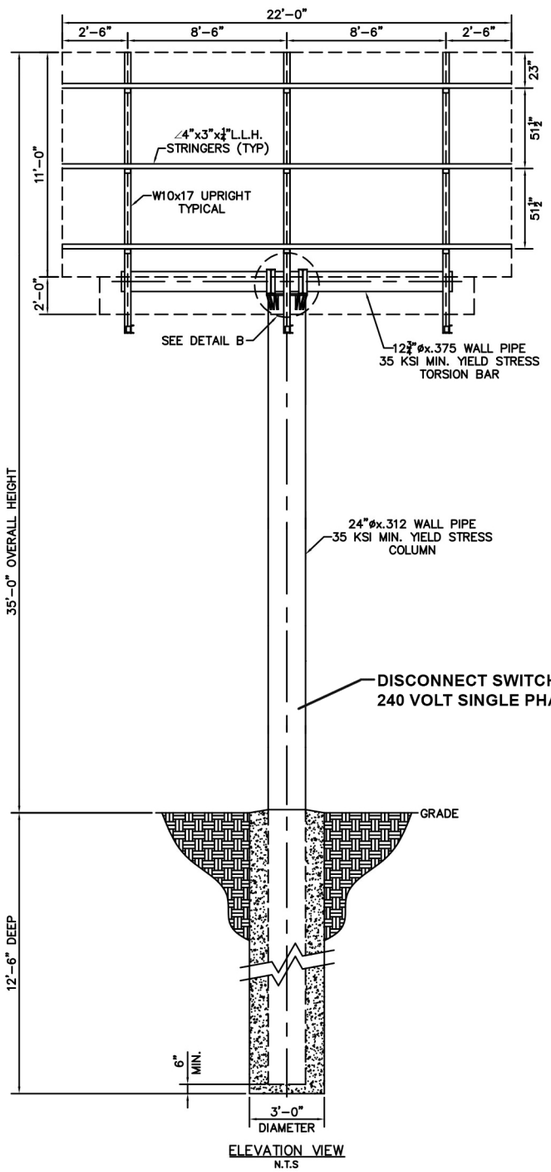
William M. TenBusch
Professional Land Surveyor # 2767

Plat not valid without embossed seal
License expires 11-30-2012.
Design Firm # 184-3300

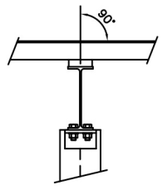
This professional service conforms to the current Illinois minimum standards for a boundary survey

REVIEW LEGAL DESCRIPTION AND RECORD MEASUREMENTS ON THIS PLAT AND AT ONCE REPORT ANY APPARENT DIFFERENCES TO THE SURVEYOR

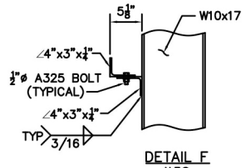

Existing R.O.W. Line as Final Judgment Order No. 68-682
Metal & Plastic Sign 8.1' x 0.76' x 13.9' H. Suspended from 6" x 8" I-Beam
Metal & Plastic Sign 8.00' x 0.58' x 7.2'H.
6" Wood Timbers
Light Pole (Typ.)
Sta. 207+68.14
69.57' Rt.
S89°52'30"W
1.00'
Sta. 208+00.37
69.55' Rt.
N89°52'30"E
1.00'
N0°07'30"W
250.01'
S0°07'30"E 250.01'
10' Setback from new R.O.W.
10.00'
58.72'
N0°07'30"W
Abandoned Concrete Base
Bituminous Drive
Sta. 207+68.14
70.57' Rt.
9.00'
32.23'
N0°07'30"W
Sta. 208+00.37
70.55' Rt.
3' Wood Fence
2" x 6" Wood Retaining Wall
Proposed Temporary Easement Line
159.06'
N0°07'30"W
Existing R.O.W. Line as Doc. 479507
Bituminous Drive & Parking Lot
Concrete Pavement
87' from south property line
49' from north property line
25° angle between faces
Concrete Island (Typ.)
Overhang
9
Existing R.O.W. Line as Doc. 73664
S89°52'25"W
140.00'
135.00'
10
8
7
32.25'
32.29'
14.27'
14.27'
64.01'
64.03'
40.03'
40.00'
64.99'
1 Story Sheet Metal Sided Building
1 Story Sheet Metal Sided Auto Repair Building
100' from east property line
Overhang
Found Leaning 1/2" Iron Pipe 0.13' South & 0.49' West
(50')
Found 1/2" Iron Pipe 0.21' South & 0.17' West
(50')
Found 1 1/4" Iron Rod 0.08' North & 0.24' West
(50')
Frame Shed
Overhang
(50')
250.01'
S0°07'30"E
Found 1/2" Iron



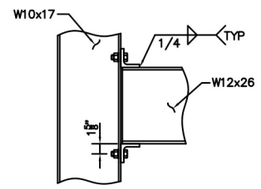
ELEVATION VIEW
N.T.S



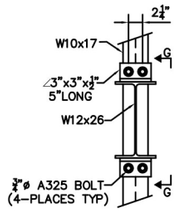
DETAIL A
N.T.S



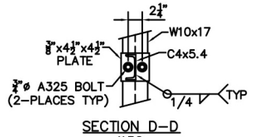
DETAIL F
N.T.S



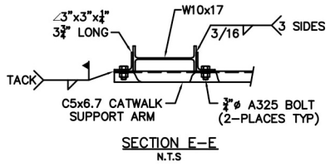
SECTION G–G
N.T.S



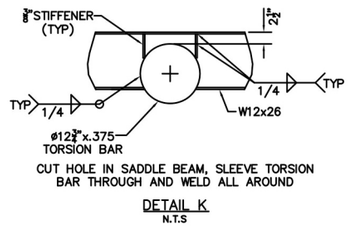
SECTION C–C
N.T.S



SECTION D–D
N.T.S

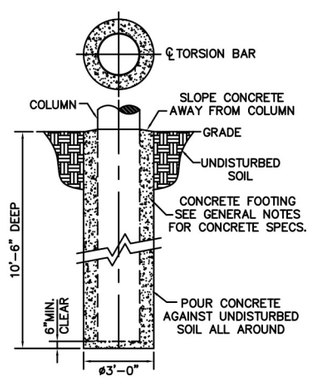


SECTION E–E
N.T.S

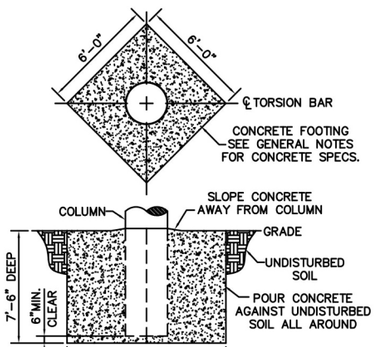


CUT HOLE IN SADDLE BEAM, SLEEVE TORSION BAR THROUGH AND WELD ALL AROUND

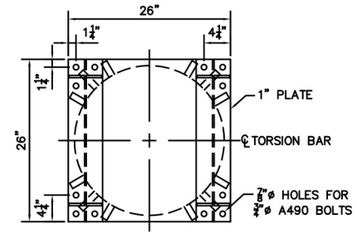
DETAIL K
N.T.S

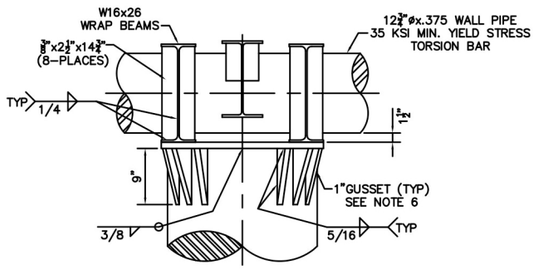


AUGERED FOOTING DETAIL
N.T.S



CUBE FOOTING DETAIL
N.T.S





CUT HOLE IN WRAP BEAM, SLEEVE TORSION BAR THROUGH AND WELD 1/4 FILLET ALL AROUND

DETAIL B
N.T.S

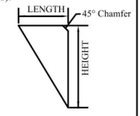
NOTES

1) IMPORTANT-FULL FLAG COLUMN PIPE TO BE BACKSET 1/16" PER FOOT, IN THE DIRECTION AWAY FROM THE FLAG, TO CORRECT DEADLOAD DEFLECTION.
2) PROVIDE 1/4" CAP PLATES FOR ENDS OF TORSION PIPE. PLATE TO BE WELDED, ALL AROUND, TO PIPE.
3) FOUNDATION BASED ON SOIL CONDITIONS OF MEDIUM STIFF CLAY OR BETTER. (Allowable soil pressure=300p.s.f./ft. of depth). CONTRACTOR TO NOTIFY ENGINEER IF OTHER THAN THESE SOIL CONDITIONS EXIST.
4) ATTACH CATWALK ANGLES USING 1/4" Ø A-325 BOLT (1 / ANGLE).
5) CATWALK GRATING TO BE 3.14 PSF EXPANDED METAL GRATING, WELDED WITH 1/4" FILLET, 1" LONG @ 12" O/C TO ANGLE.
6.) PLACE GUSSETS AS CLOSE TO HOLES AS POSSIBLE ALLOWING FOR BOLT TIGHTENING.

TYPICAL GUSSET DETAIL

(Use this criteria for all gussets).

-Length & height of gussets to be determined by fabricator if not specified. Use maximum length & height possible & still allow for welding all around.
-depth of 45° chamfer to be minimum required to clear weld or fillet.



GENERAL NOTES

- All nuts and bolts are to be zinc plated. (Except A-490 bolts which are not to be plated, but primed and painted after installation).
- The contractor shall verify all dimensions and conditions in the field before fabrication or construction, and notify engineer of any discrepancies.
- Any deviations from this print must be approved by Engineer.
- All structural steel shall conform to the requirements of ASTM A-36 . (Except structural tubing, which shall conform to A-500 grade B).
- All W-shape beams shall comform to A-572 (50 ksi minimum yeild).
- All steel pipe shall conform to the requirements of ASTM A-53 grade B or A-252 grade 2, unless otherwise noted.
- Concrete shall attain a minimum compressive strength of f'c = 3000 psi in 28 days, unless otherwise noted.
- All structural steel shall be produced, fabricated, and erected according to latest AISC Specifications and Standard Practice.
- All welding shall be in accordance with AWS Standards. Welding to be performed by certified welders using E-70 electrodes.
- Contractor to ensure that all work is performed in accordance with federal, state, and local codes & ordinances; and OSHA safety regulations.
- Splicing of pipes having an equal diameter, wall & yield is permitted. A full penetration weld all around (Per AWS D1.1) shall be used and must be performed by a certified welder. Splices shall not be: within one half of the foundation depth below grade, within 10' above grade or within 10' above telescoping splices. Unless specified otherwise.

THE UNDER SIGNED ENGINEER WILL NOT SUPERVISE THE FABRICATION AND/OR ERECTION OF THIS STRUCTURE.

APPLICABLE BUILDING CODE AND WIND SPEED:

International Building Code (Current Edition) (90 mph Exposure-C) 3-Second Gusts

PROJECT

11'-0" x 22'-0" CM, BB, @ 25'-0" O.A.H. Located in Fredericktown, OH

AFFIX SEAL

THIS PRINT CONTAINS PROPRIETARY INFORMATION AND SHALL NOT BE USED, REPRODUCED, OR ITS CONTENTS DISCLOSED, IN WHOLE OR IN PART, WITHOUT WRITTEN CONSENT FROM
Effective Engineering Solutions, Ltd.

REVISIONS

DRAWN BY:	JNG
DATE DRAWN:	01-06-06
SCALE:	N/A
SELECTIVE #:	IL01061442
DRAWING #:	SS-3827
SHEET #:	1 OF 1

Illinois Department of Transportation

Division of Highways / Bureau of Land Acquisition
2300 South Dirksen Parkway, Springfield, Illinois 62764

May 15, 2015 CERTIFIED MAIL

Mixed Media, LLC
Mr. Steve Weber
1152 Liberty Avenue
Cary, Illinois 60013

RE: NOTICE OF PERMIT APPROVAL

Route: IL 31
Location: North of Oakwood Ct.
County: McHenry
File No.: 056-38423

Dear Mr. Weber:

This is to notify you that the application you submitted an outdoor advertising sign to be erected north of Oakwood Ct. in McHenry County has been approved. A copy of the approved permit application, assigned Permit No. 056-38423, is enclosed for your files.

This approval is contingent upon the removal of existing sign, Permit No. 10676, prior to the erection of 056-38423. Please contact this office once the sign has been erected. After receiving notification, the Department will perform a final inspection and will place an approved tag on the sign if the sign is found to be compliant.

If you have any questions or need additional information, please contact the Outdoor Advertising Control Section at DOT.Billboards@Illinois.gov or (217) 785-0808.

Sincerely,

Salmon Danmole, PE

Salmon Danmole, P.E.
Bureau Chief of Land Acquisition

Enclosure:
Copy of Approved Application

Illinois Department of Transportation

Application for Outdoor Advertising Permit
Business Area Sign - Primary Highway

IDOT USE ONLY

1) Permit No. 056-38423

Note: All fields marked with an asterisk (*), or outlined in red, are required fields.

2) Owner of Proposed Sign:

Mixed Media LLC
(Name*)

1152 Liberty Ave
(Address Line 1*)

(Address Line 2)

Cary, IL 60013
(City, State, Zip*)

steve@mixedmediaoutdoor.com
E-mail

847-462-8433
Telephone*

3) Owner of Land:

David Hinz
(Name*)

18914 Oxbow Dr
(Address Line 1*)

(Address Line 2)

Marengo, IL 60152
(City, State, Zip*)

E-mail

[redacted]
Telephone*

4) Proposed Sign Location:

County* McHenry Marked Route No.* 31

Sign will be located* 87 ☑ feet ☐ mile(s) North (N/S/E/W*) of Oakwood Ct (Landmark)*

* 10 ☑ feet ☐ mile(s) East (N/S/E/W*) of the highway right-of-way.

GPS Coordinates in decimal format: 42.180445 latitude (eq. 37.2960370)* -88.286192 longitude (eq. -89.4820425)*

5) Sign will be located: (Check one)

* ☐ 100-199 ft. ☐ 200-299 ft. ☐ 300-399 ft. ☐ 400-499 ft. ☑ 500-599 ft. ☐ 600-699 ft. ☐ More than 1,000 ft.

from the nearest existing or other proposed signs (other than signs advertising activities conducted on the property or the sale or lease of the property on which they are located).

6) For signs located within city limits, provide the following:

Name of town _____ Present Zoning Classification _____

7) For signs located outside of city limits, provide the following:

Present Zoning Classification B-1VC

8) For signs located in unzoned areas, answer the following:

Will the sign be located within 600 feet of a commercial or industrial activity? ☐ Yes ☐ No

If yes, will the sign be located on the same side of the highway as the commercial or industrial activity? ☐ Yes ☐ No

9) Description of Proposed Sign:

9A) Sign Type:* ☐ Poster Panel ☐ Painted Panel ☐ Junior Panel ☐ Vinyl Wrap ☑ Multiple Message ☐ Painted Bulletin ☐ Other (specify) _____

9B) Face Size* : Width is 22 feet. Height is 11 feet. Height to bottom molding is 24 feet.

9C) Structure Features*:

Type: ☑ Free Standing ☐ Wall Mount ☐ Roof Mount

Face: ☐ Single Face ☑ Double Face

Configuration: ☑ V-type ☐ Back to Back ☐ Other (specify) _____

LA 9001 (Rev. 11/19/13)
(Replaces LA 0001)

9D) Vertical Supports*: ☐ Wood ☑ Metal ☐ Vinyl Number: 1

9E) Will sign have lighting*? ☑ Yes ☐ No If yes, list type: Other

9F) Will sign be other than rectangular*? ☐ Yes ☑ No If yes, attach a sketch.

10) Airport Restrictions:

10A) Is the proposed sign to be located within a two mile radius of any publicly-owned airport*? ☐ Yes ☑ No

10B) Name of airport

11) Certification:

The tag issued as a result of this application must remain securely affixed to the front face of the sign or sign structure in a conspicuous position upon completion of sign erection. The sign owner must notify the Illinois Department of Transportation within 10 days after erection of this sign. If sign is not erected within 3 years after date of approval, this permit becomes invalid. If after erection, this sign is found to be in violation of the law, regulations or permit, this permit becomes invalid.

The applicant certifies that all of the information provided is true and accurate and that the applicant is not the owner of, or affiliated with an owner of, an abandoned or illegal sign as defined by Part 522 of the Administrative Code.

Signature: _____ Date: March 24, 2015

(Applicant)

Print Name: Steve Weber Title: Media Specialist

This certificate is provided to the Illinois Department of Transportation in compliance with the requirements of the Rules for the Control of Outdoor Advertising Adjacent to Primary and Interstate Highways, 92 Illinois Administrative Code Part 522.50 (c) (the "Rules").

State of Illinois)
) ss.
County of McHenry)

Subscribed and sworn to on the 24th day of March (Month), 2015 (Year).

(Seal)

OFFICIAL SEAL
BRANDON M CASTINO
Notary Public - State of Illinois
My Commission Expires Nov 1, 2015

Brandon M Castino
Notary Public

My Commission expires: 11-1-2015

Return completed permit forms with supporting documentation and fees to:

Illinois Department of Transportation
Bureau of Land Acquisition
Outdoor Advertising
2300 South Dirksen Parkway, Room 210
Springfield, IL 62764

FOR IDOT USE ONLY
Do Not Write in this area

Permit No. 056-38423

Verified By: _____

Permit is: ☒ Approved ☐ Not Approved

Signature: _____

Date: 5-15-2015

Disclosure of this information is necessary to accomplish the statutory purpose as outlined under 225 ILCS 440/1 et seq. and 620 ILCS 25/1 et seq. Disclosure of this information is **REQUIRED**. Failure to provide this information will result in the denial of the permit.

This form has been approved by the State Forms Management Center.

IN THE MATTER OF THE APPLICATION OF)
MIXED MEDIA, LLC, APPLICANT)
FOR AN AMENDMENT OF THE UNIFIED DEVELOPMENT) LEGAL NOTICE OF PUBLIC HEARING
ORDINANCE OF McHENRY COUNTY, ILLINOIS FOR) Z25-0034
A RENEWAL OF A CONDITIONAL USE)

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

LOTS 8, 9 AND 10 (EXCEPT THE WEST 15 FEET OF SAID LOTS) IN BLOCK 2 IN FRANK E. MERRILL AND CO.'S ALGONQUIN HILLS UNIT 1, BEING A SUBDIVISION OF PARTS OF SECTIONS 22 AND 27, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 17. 1926 AS DOCUMENT NO. 73664 IN BOOK 5 OF PLATS, PAGE 57. IN MCHENRY COUNTY, ILLINOIS.

PIN 19-27-205-026

The subject property is located at the northeast corner of the intersection of South Illinois Route 31 and Oakwood Court ***with a common address of 10216 S Illinois Route 31, Algonquin, Illinois, in Algonquin Township.***

The subject property is presently zoned ***"B-3" General Business with a Conditional Use and Variations*** and consists of approximately ***fifty-two hundredths (.52) acres*** with ***"B-3" General Business with a Conditional Use and Variations zoning to the North, "R-1" Single Family Residential zoning to the East, "B-1" Neighborhood Business zoning to the South, and the Village of Algonquin to the West.***

The Applicant is requesting ***a renewal of the CONDITIONAL USE for a digital off-premise commercial advertising sign.***

The Managing Partner of Mixed Media, LLC, the Applicant, is Dennis J. Orsinger. He can be reached at 1152 Liberty Avenue, Cary, Illinois. David W. Hinz, Owner of Record, can be reached at 18914 Oxbow Drive, Marengo, Illinois.

A hearing on this Petition will be held on the 29th day of May 2025 at 1:30 P.M. in the County Board Conference Room at the McHenry County Government Center/Ware Road Administration Building 667 Ware Road, Woodstock, Illinois at which time and place any person desiring to be heard may be present. The McHenry County Government Center mailing address is 2200 N. Seminary Avenue, Woodstock, Illinois 60098.

DATED THIS 29TH DAY OF APRIL 2025.

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

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

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

Agenda Item No: 9c

City Council
Agenda Supplement

Meeting Date: May 20, 2025

Item: Championship Signs Resolution

Staff recommendation: Motion to adopt a Resolution authorizing signs to be placed recognizing Prairie Ridge High School's Nora Terhaar as the Uneven Parallel Bars IHSA 2025 Gymnastics State Champion

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

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Background:
On July 1, 2008, the City Council adopted a resolution creating a Championship Signs Program that recognizes individuals or teams from the community who have won State championships. After a request, two signs are installed near the school and the championship signs remain in place for a one-year period, after which the signs will be taken down, with one sign given to the high school or club as a memento honoring the individual or team champions.

On February 23, 2025, Nora Terhaar from Prairie Ridge High School won the Uneven Parallel Bars IHSA 2025 Gymnastics State Championship. This is a tremendous accomplishment by this student-athlete.

Recommendation:
Staff recommends that signs be placed in relative proximity to Prairie Ridge High School to recognize the achievement of Nora Terhaar.

Votes Required to Pass:
Simple majority

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE publically recognizes significant accomplishments by local student-athletes; and

WHEREAS, on February 23, 2025 Prairie Ridge High School's Nora Terhaar won the Uneven Parallel Bars IHSA 2025 Gymnastics State Championship.

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 direct City staff to place signs acknowledging Prairie Ridge High School's Nora Terhaar as the Uneven Parallel Bars IHSA 2025 Gymnastics State Champion.

Draft

DATED this 20th day of May, 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: May 20, 2025
APPROVED: May 20, 2025

Agenda Item No: 9d

City Council
Agenda Supplement

Meeting Date: May 20, 2025

Item: Approval of Intergovernmental Agreement with the Illinois Department of Transportation (IDOT) for routine maintenance of certain sections of State Routes

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute an Intergovernmental Agreement with IDOT for routine maintenance

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

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Background:
For over 20 years the City of Crystal Lake has maintained US Route 14 (Virginia Street) from Crystal Lake Avenue to Main Street, and Illinois Route 176 (Terra Cotta Avenue) from Walkup Avenue to Erick Street (see map below). This includes the Virginia Street Corridor and on-street parallel parking. Maintenance of these sections of State Highways has been through an Intergovernmental Agreement with the Illinois Department of Transportation (IDOT), renewed every 10 years.



Under the term of the agreement, the City receives monetary compensation from the State while taking responsibility for routine roadway maintenance services, such as sweeping, snow and ice control, pavement markings, and pothole repairs. The City is not responsible for major rehabilitation work such as resurfacing, repairs to the storm sewer system, or major traffic signal rehabilitation. IL Route 176 is being resurfaced this year, and US Route 14 was recently resurfaced. The current ten-year agreement expires on June 30, 2025, and IDOT has proposed another ten-year intergovernmental agreement, starting July 1, 2025, and ending June 30, 2035. The annual payment to the City for the first year will be $515,660.00. Each subsequent year the annual amount is adjusted based on IDOT calculations that take into account construction and maintenance cost.

Maintenance of these routes, particularly during the winter months, allows the City to provide a level of service that matches the remainder of the City and meets the expectations of the City's residents and businesses.

Votes Required to Pass:
Simple majority

RESOLUTION

WHEREAS, the City of Crystal Lake previously entered into an Intergovernmental Agreement with the Illinois Department of Transportation (IDOT) regarding routine roadway maintenance on certain sections of State Highways within the City of Crystal Lake; and

WHEREAS, the current ten-year Intergovernmental Agreement is set to expire on June 30, 2025; and

WHEREAS, it is desirous for the City to continue to maintain these sections of State Highways by entering into a new ten-year Intergovernmental Agreement with IDOT, beginning July 1, 2025;

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 ten-year agreement, beginning on July 1, 2025, with the Illinois Department of Transportation for routine maintenance on certain sections of State Highways within the City of Crystal Lake.

DATED this 20th day of May 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:

_____

Haig Haleblian, MAYOR

Draft

SEAL

ATTEST

_____

CITY CLERK

PASSED: May 20, 2025
APPROVED: May 20, 2025

Draft

Illinois Department of Transportation

Intergovernmental Agreement

Governmental Body Name	Agreement Number
City of Crystal Lake	

Address	City	State	Zip Code
100 West Woodstock Street	Crystal Lake,	IL	60014

Remittance Address (if different from above)	City	State	Zip Code

Phone	Unique Entity Identifier (UEI)	FEIN/TIN
		30-0002100-40

Brief Description of Service (full description specified in Part 5)

Routine Maintenance of State Routes

Compensation Method (full details specified in Part 6)

Lump Sum

Total Compensation Amount	Advance Pay	Agreement Term Start Date	Agreement Term Expiration Date
$515,660.00 (Estimate)	☐ Yes ☒ No	07/01/25	06/30/35

REQUIRED SIGNATURES

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-8 herein and any Appendices thereto.

FOR THE **GOVERNMENTAL BODY:**

Signature	Date

Name	Title

FOR THE **DEPARTMENT:**

Signature	Date	Omer Osman, P.E., Secretary of Transportation	Date

Delegate Name

Printed Name

Printed Title

Signature	Date	Vicki L. Wilson, Chief Fiscal Officer	Date

Michael Prater, Chief Counsel	Date

(Approved as to form)

Draft

INTERGOVERNMENTAL AGREEMENT
FOR
ROUTINE MAINTENANCE OF STATE ROUTES

This Agreement is by and between

Please type or print legibly the GOVERNMENTAL BODY'S legal name and address

City of Crystal Lake
100 West Woodstock Street
Crystal Lake, IL 60014

Attention

Mr. Eric Helm

Email

referred to as the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, referred to as the DEPARTMENT individually referred to as a PARTY, and collectively referred to as the PARTIES.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services
Part 7	Certification Regarding Lobbying
Part 8	Agreement Award Notification

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Part 1
SCOPE / COMPENSATION / TERM

A. **Scope of Services and Responsibilities** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.

B. **Compensation** Compensation (if any) shall be as specified in Part 6.

C. **Term of Agreement** This Agreement will start 07/01/25 and will expire 06/30/35

D. **Amendments** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.

☒ E. **Renewal** This Agreement may not be renewed.

Part 2
GENERAL PROVISIONS

A. **Changes** If any circumstances or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven (7) days.

B. **Compliance/Governing Law** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws. The Parties hereby enter into this Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

C. **Availability of Appropriation** This Agreement is contingent upon and subject to the availability of funds. The DEPARTMENT, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (2) the Governor decreases the DEPARMENT's funding by reserving some or all of the DEPARTMENT's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the DEPARMENT determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.

D. **Records Inspection** The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.

E. **Records Preservation** The GOVERNMENTAL BODY, shall maintain for a minimum of **six (6) years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.

F. **Cost Category Transfer Request** For all transfers between or among appropriated and allocated cost categories, DEPARTMENT approval is required. To secure approval, the GOVERNMENTAL BODY must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale of the transfer.

G. **Subcontracting/Procurement Procedures/Employment of DEPARTMENT Personnel**

1. Subcontracting-Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.

2. Procurement of Goods or Services - Federal Funds For purchases of products or services with any Federal funds that cost more than $3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134, (currently set at $250,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds for $250,000 or more will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.

3. Procurement of Goods or Services - State Funds For purchases of products or services with any State of Illinois funds that cost more than $20,000.00, ($10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, currently set to not exceed $100,000 for professional and artistic services, (See 30 ILCS 500/20-20(a) and 44 Ill. Admin Code 6.100) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds not exceeding $100,000 for goods and services or more for professional and artistic services will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.

   The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

4. EMPLOYMENT OF DEPARTMENT PERSONNEL The GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

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Part 3
☒ FEDERALLY FUNDED AGREEMENTS
[Not applicable to this Agreement]

Draft

PART 4
SPECIFIC PROVISIONS

A. **Invoices** Invoices submitted by the GOVERNMENTAL BODY will be for costs that have been incurred to complete the Part 5, Scope of Services. If the GOVERNMENTAL BODY's invoices are deemed by the DEPARTMENT or auditors to not be sufficiently documented for work completed, the DEPARTMENT may require further records and supporting documents to verify the amounts, recipients and users of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 5 are not satisfactorily completed, GOVERNMENTAL BODY will refund payments made under this agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Illinois Department of Transportation

Attention
District 1, Operations Supervisor

Address
11916 Catalpa Lane

City	State	Zip Code
Woodstock,	IL	60098

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

B. **Billing and Payment** All invoices for services performed and costs incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than ***July 31st*** of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARMENT will direct all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.

C. **Termination** This Agreement may be terminated by either party by giving thirty (30) calendar days written notice. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY's performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY's performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) calendar days written notice to the GOVERNMENTAL BODY. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, including non-cancelable obligations made prior to receipt of notice of termination and for which work will be completed within thirty (30) days of receipt of notice of termination, based upon the payment terms set forth in the Agreement.

D. **Location of Service** Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.

E. **Ownership of Documents/Title to Work** All documents, data and records produced by the GOVERNMENTAL BODY in carrying out the GOVERNMENTAL BODY's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the GOVERNMENTAL BODY. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by the GOVERNMENTAL BODY.

F. **Software** All software and related computer programs produced and developed by the GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out the GOVERNMENTAL BODY's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both the DEPARTMENT and the GOVERNMENTAL BODY. The DEPARTMENT shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

The DEPARTMENT agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both the DEPARTMENT and the GOVERNMENTAL BODY.

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G. **Confidentiality Clause** Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.

H. **Compliance with Freedom of Information Act.** Upon request, GOVERNMENTAL BODY shall make available to DEPARTMENT all documents in its possession that DEPARTMENT deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

I. **Reporting/Consultation** The GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.

J. **Travel Expenses** Expenses for travel, lodging, or per diem is NOT allowed pursuant to this Agreement.

K. **Indemnification** Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on a alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.

L. **Equal Employment Practice** The GOVERNMENTAL BODY must comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. The GOVERNMENTAL BODY must include a requirement in all contracts with third parties (contractor or consultant) to comply with the requirements of this clause. The Equal Employment Opportunity Clause reads as follows:

In the event that the GOVERNMENTAL BODY, its contractor or consultant fails to comply with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights ("IDHR"), the GOVERNMENTAL BODY, its contractor or consultant may be declared ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the GOVERNMENTAL BODY agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization;
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with IDHR's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the contractor's obligations under the Illinois Human Rights Act and IDHR's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly notify IDHR and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder;
5. That it will submit reports as required by IDHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by IDHR or the contracting agency, and in all respects comply with the Illinois Human Rights Act and IDHR's Rules and Regulations;

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6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and IDHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and IDHR's Rules and Regulations;

7. That it will include verbatim or by reference the provisions of this Clause in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the GOVERNMENTAL BODY, its contractor or consultant will be liable for compliance with applicable provisions of this clause; and further it will promptly notify the contracting agency and the Department in the event any of its contractor or subcontractor fails or refuses to comply therewith. In addition, the GOVERNMENTAL BODY will not utilize any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations;

8. The GOVERNMENTAL BODY must have written sexual harassment policies that include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies must be provided to the DEPARTMENT upon request; and

In addition, the GOVERNMENTAL BODY is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., which prohibits discrimination in connection with the availability of public accommodations.

M. **Tax Identification Number** GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued), **and**

2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, **and**

3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: City of Crystal Lake

Taxpayer Identification Number: 30-0002100-40

Legal Status (check one):

☐ Tax-exempt ☒ Government ☐ Other _____

N. **International Boycott** The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed $10,000 (30 ILCS 582).

O. **Forced Labor** The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

P. **Equipment** The DEPARTMENT and the GOVERNMENTAL BODY agree to the following:

1. The GOVERNMENTAL BODY must obtain the DEPARTMENT's written approval prior to purchasing any equipment with funds acquired under this Agreement;

2. The GOVERNMENTAL BODY acknowledges that the DEPARTMENT is under no obligation to approve, and the DEPARTMENT may, if it approves, subject that approval to additional terms and conditions as the DEPARTMENT may require;

3. The GOVERNMENTAL BODY acknowledges that any equipment purchased under this Agreement must remain the property of the DEPARTMENT;

4. The GOVERNMENTAL BODY must use the equipment for the authorized purpose under Part 5 (Scope of Service/ Responsibilities) and Part 6 (Compensation) during the period of performance or the equipment's entire useful life;

5. The GOVERNMENTAL BODY must not sell, transfer, encumber, or otherwise dispose of any equipment that is acquired under this Agreement without prior DEPARTMENT's written approval;

6. In cases where the GOVERNMENTAL BODY fails to dispose of any equipment properly, as determined by the DEPARTMENT, the GOVERNMENTAL BODY may be required to reimburse the DEPARTMENT for the cost of the equipment; and

7. For purposes of this provision, "equipment" includes any tangible or intangible product, having a useful life of two years or more, an acquisition cost of at least $100, and used solely in GOVERNMENTAL BODY's performance under this Agreement.

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PART 5
SCOPE OF SERVICE/RESPONSIBILITIES

A.) The GOVERNMENTAL BODY agrees to operate and maintain specific portions of the State Highway system that are currently under the DEPARTMENT'S jurisdiction, specifically the portions of that system located within the GOVERNMENTAL BODY's boundary as shown in Attachment A.

This maintenance location listing may be modified as appropriate and mutually agreed to by both parties. Such modification shall be in writing and must be approved by the Regional Engineer or his or her designee on behalf of IDOT and by the PUBLIC WORKS DIRECTOR on behalf of the Governmental Body. It is understood these modifications may result in a modification to the total payments under this agreement. The parties hereby agree that a formal amendment to the agreement is not necessary to modify the locations nor is a formal amendment necessary to modify a change in cost associated with the change in locations, provided the change in amount of total payments is less than 10%.

B.) Maintenance Requirements. The GOVERNMENTAL BODY hereby agrees to maintain the roadway in a serviceable condition at all times. The GOVERNMENTAL BODY's maintenance responsibilities include, but are not limited to the following:

- routine surface and pothole repairs
- temporary full depth patching;
- removing expansion bumps on bituminous surfaces;
- sealing cracks and joints;
- controlling snow and ice;
- cleaning;
- sweeping;
- picking up and disposal of litter;
- mowing, maintenance up to and including removal and/or trimming of trees, shrubs, landscape beds and turf or other landscaping that is located within, obstructs or overhangs the right of way (including weeding, replenishing mulch, mowing, etc.);
- Inspection and maintenance of pavement markings limited to stop bars, symbols, special pavement treatments and crosswalks. Replace as necessary to ensure proper road user guidance. All markings should be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices.
- all other routine operational services to maintain the roadway in a serviceable condition.

Note: Median maintenance, when applicable, includes the following:

- sweeping;
- picking up and disposal of litter;
- mowing, and maintenance up to and including removal and/or trimming of trees, shrubs, landscape beds and turf or other landscaping that is located within, obstructs or overhangs the right of way (including weeding, replenishing mulch, mowing, etc.); and
- repairing surface.

C.) Responsibilities. The GOVERNMENTAL BODY agrees to the following:

- must obtain written approval from the DEPARTMENT before cutting or opening the curb or the pavement of any highway, which is covered in this AGREEMENT;
- must undertake all measures, including notifying the DEPARTMENT of the need for legal action, to require utility owners or permit holders to adjust, maintain, repair, and restore all pavement cuts, curb openings, utility frames, municipal frames, grates, and covers that are disturbed by settlement, construction, or repair;
- must notify the DEPARTMENT of the need to inform utility owners or permit holders to pay all costs of adjustment, maintenance, repair and restoration;
- must ensure that the work adheres to all applicable laws, rules and regulations, as well as the DEPARTMENT's standards (the most recent edition of Standard Specifications for Road and Bridge Construction, and subsequent updates); and

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- Must obtain written approval from the Department before adding any new or supplemental pavement marking along the state highway.
- must request and obtain written approval from the DEPARTMENT's Regional Engineer or his designee before doing any extra work not specifically identified in this AGREEMENT.

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PART 6
COMPENSATION FOR SERVICES

Funding

State Funds (Appropriation Code: 011-49405-4472-0200)	(Estimate)	$515,660.00	100%
	Subtotal	$515,660.00	100%
	Local Match Provided Through the GOVERNMENTAL BODY	$0.00	
	GRAND TOTAL	$515,660.00	

Funding Breakdown

Terms and Conditions:

1.) GOVERNMENTAL BODY agrees that total payment for each fiscal year from _2026 through 2035_ must not exceed the previous year's total payment plus cost adjustment. [Cost adjustment means the previous year's total payment x % change of the Construction Cost Index, which is published in the Engineering News Record (January edition for each year)]. Payment for the cost of approved extra work will be added to the total funding as provided in Part 5, last paragraph;

2.) The DEPARTMENT will calculate the compensation for services according to the DEPARTMENT'S Bureau of Operations Maintenance Policy Manual, Section 11-800.2.4 Rate of Compensation; and Section 11-800.2.5 Empirical Formula - Municipal Maintenance of State Highways, and send an annual letter to the GOVERNMENTAL BODY notifying it of the new annual Lump Sum approved amount according to the attached Computation Sheet - Municipal Maintenance (Attachment A) under the conditions stated in Section B above;

3.) The GOVERNMENTAL BODY must submit an invoice voucher every 3 months (quarterly), based on the approved annual Lump Sum amount; and

4.) The DEPARTMENT will pay the GOVERNMENTAL BODY's quarterly invoice vouchers on or about September 30, December 31, March 31, and June 30 of each fiscal year, subject to the DEPARTMENT's inspection for satisfactory operation and maintenance of covered streets.

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Budget

PART 7

CERTIFICATION REGARDING LOBBYING

(49 CFR PART 20)

☒ **[NOT APPLICABLE TO THIS AGREEMENT]**

Draft

PART 8
AGREEMENT AWARD NOTIFICATION

REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds? ☐ Yes ☒ No

Amount of Federal funds	Name of Project
$0.00	State Routes Maintenance Agreement

Federal Project Number

N/A

Assistance Listing Number*, Federal Agency, Program Title

N/A

*For Assistance Listing Number, refer to original Federal Award/Grant Agreement.

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ANNUAL CERTIFICATION FOR SINGLE AUDIT COMPLIANCE

NOTICE

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the DEPARTMENT at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.

In accordance with 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements, non-federal entities that expended at least the threshold amount as set out in 2 CFR 200.501(a) in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The DEPARTMENT is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by the DEPARTMENT. It is the responsibility of the agencies expending Federal funds to comply with the requirements and determine whether they are required to have a single audit performed.

In order to comply with the requirements, your agency must provide the following information to the DEPARTMENT on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended at least the threshold amount as set out in 2 CFR 200.501(a) or more in Federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed, and submit a copy of the report to the DEPARTMENT within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.

2. If your agency expended less than the threshold amount as set out in 2 CFR 200.501(a) in Federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for project costs, and were not required to conduct a single audit, **you must complete and return the certification statement.**

3. If your agency receives multiple awards from the DEPARTMENT, only one annual submittal of this information is required.

Please submit a copy of your single audit or the Single Audit Not Required Certification to:

Illinois Department of Transportation
Financial Review & Investigation Section, Rm. 126
2300 South Dirksen Parkway
Springfield, IL 62764
DOT.AuditReview@illinois.gov

Draft

The single audit must be comprised of four parts. You have the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with 2 CFR Part 200.

Additional information which should be submitted:

1. Corrective Action Plan(s), if applicable,
2. Management Letter, if applicable, and
3. Status of Prior Year Findings, if applicable.

For your convenience, you may also submit the information via email to DOT.AuditReview@illinois.gov or via fax at 217/782-5634. If you have any questions, please contact the Audit Coordination Section at 217/782-6041.

NOTICE

Do not submit this certification to the DEPARTMENT with your signed contract.

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending Federal funds for this project. It does not apply to for-profit public or private entities.
- If 2 CFR Part 200, Subpart F, Section 200.501, Audit Requirements applies to your organization, submit the certification or a copy of your single audit to the DEPARTMENT at the end of your fiscal year for any fiscal year in which you expended any Federal funds related to this contract.

Single Audit Not Required Certification

I certify that _____ expended less than the threshold amount as set out in 2 CFR 200.501(a) or more in Federal awards from all sources in Federal awards in our fiscal year _____, and was not required to have a single audit conducted.

Signature | Date

Title

Draft

Subrecipient Contact Information

Subrecipient

Contact Person | Title

Address | City | State | Zip Code

Phone | Fiscal Year End | E-mail

Agenda Item No: 10

City Council
Agenda Supplement

Meeting Date: May 20, 2025

Item: Board and Commission Appointment and Reappointments – Library Board

Mayor's Recommendation: Motion to appoint Nancy McFadden to a term ending June 30, 2027, and reappoint Cary Waxler and Mary Fisher to the Library Board for terms ending June 30, 2029

Contact: Haig Haleblian, Mayor

Background:

For the City Council's information, Library Board member Charles Ebann recently resigned from the Library Board. The Board has recommended Nancy McFadden to fill the vacancy. If appointed, Ms. McFadden would serve the remainder of Mr. Ebann's term, until June 30, 2027.

Cary Waxler and Mary Fisher are current Library Board members whose three-year terms expire June 30, 2026. Both members would like to be reappointed.

Library Board appointments and reappointments are nominated by the Mayor and confirmed by the City Council.

Should the City Council have any questions, please contact Mayor Haleblian.

Votes Required to Pass:

Simple majority

Agenda Item No: 11

City Council
Agenda Supplement

Meeting Date: May 20, 2025

Item: Water's Edge Business District – Establishing Public Hearing date for June 3, 2025

Staff Recommendation: Adopt an Ordinance proposing the Water's Edge Business District and establishing a public hearing date for June 3, 2025.

Staff Contact: Kathryn Cowlin, Director of Community Development

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Background:

At the August 15, 2023 City Council meeting a redevelopment agreement (RDA) was approved for the Water's Edge Mixed-Use Development. A component of the RDA was that a Business District would be established for the commercial area of the redevelopment.

A Business District is an economic development tool for commercial areas. Business Districts can help finance improvements such as building construction, which is not an eligbile reimburseable for TIF funds. A Business District captures a sales tax from a defined area and the collected funds can be used to pay for or reimburse eligible expenses within that defined area (Business District).

The establishment of a Business District is a multi-stepped process. The first step is the adoption of the attached proposing ordinance. This will then set up the second step, which is the public hearing. Following the conclusion of the public hearing, the City Council will be poised to consider final ordinances to establish the Water's Edge Business District. Once implemented, the State will collect the added tax and remit it to the City on a monthly basis.

Request:

To propose the establishment of a Business District for the commercial area of the Water's Edge development (which will include the imposition of up to a 1% sales tax), and to set the public hearing date regarding the proposed Water's Edge Business District.

Votes Required to Pass:

A majority vote of the City Council will be required to adopt the attached ordinance proposing the Water's Edge Business District, which includes setting a public hearing for the June 3, 2025 regular City Council meeting, at which time anyone can speak on the item.

Ord. No. ……

File No. ….

The City of Crystal Lake Illinois

AN ORDINANCE PROPOSING THE APPROVAL OF THE DESIGNATION OF THE WATER'S EDGE BUSINESS DISTRICT, THE WATER'S EDGE BUSINESS DISTRICT PLAN, THE WATER'S EDGE BUSINESS DISTRICT TAXES, AND FIXING A DATE FOR A PUBLIC HEARING THEREFOR

WHEREAS, the City of Crystal Lake (the "*City*") is an Illinois home-rule municipal corporation; and

WHEREAS, the City has previously established the Water's Edge Tax Increment Financing District (the "***TIF District***") to address blighted conditions within the TIF District; and

WHEREAS, in accordance with the Business District Development and Redevelopment Law, 65 ILCS 5/11-74.3-1 *et seq.* (the "***Business District Law***"), and to further assist in the combating of blight within portions of the TIF District, the corporate authorities of the City (the "***City Council***") is considering the approval of a Business District Plan for the non-residential areas within the TIF District (the "***Proposed Business District***"), which is legally described in Exhibit A and depicted on Exhibit A-1 attached to this Ordinance (the "***Proposed Territory***"); and

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WHEREAS, the City has also prepared a draft "Business District Plan for the Water's Edge Business District" that is attached to this Ordinance as Exhibit B (the "***Proposed Business District Plan***"), which sets forth a reasonable plan for furthering the Proposed Business District's purpose of eliminating blight within the Proposed Territory; and

WHEREAS, the City Council has also determined that it is in the best interests of the City and the Proposed Territory to consider the imposition within the Proposed Territory of a business district retailers' occupation tax and a business district service occupation tax as authorized under Section 3(10) of the Business District Law at a rate not to exceed one percent (1%) (the "***Business District Sales Tax***"); and

WHEREAS, pursuant to the Business District Law, the City is required to adopt this ordinance proposing the approval of the Proposed Business District Plan, proposing the approval of the designation of the Proposed Territory as a business district, proposing the imposition of a Business District Sales Tax, and fixing the time and place for a public hearing on the Proposed Business District and Proposed Business District Plan; and

WHEREAS, the City desires to adopt this Ordinance to comply with the requirements of the Business District Law;

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

Section 1. The above recitals and all exhibits attached to this Ordinance are incorporated herein and made a part hereof.

Section 2. It is necessary and in the best interests of the City that a public hearing be held prior to the consideration of the adoption by the City Council of an ordinance or

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ordinances approving the Proposed Business District Plan, designating the Proposed Business District, and approving the Business District Sales Tax, and accordingly, it is necessary that a date for such public hearing be established and notice thereof be given, all in accordance with the provisions of the Business District Law.

Section 3. It is hereby determined that a public hearing (the "*Hearing*") on the Proposed Business District Plan, the Proposed Business District, and the Business District Sales Tax for the Proposed Territory shall be held on Tuesday, June 3, 2025, at 7:00 p.m., at Crystal Lake City Hall, 100 W. Woodstock Street, Crystal Lake, Illinois (the "*City Hall*").

Section 4. Notice of the Hearing is hereby authorized to be given in compliance with the requirements of the Business District Law by publication, said notice to be given at least twice, the first publication to be not more than thirty (30) nor less than ten (10) days prior to the Hearing in the *Northwest Herald*, being a newspaper of general circulation within the Proposed Territory. Any notice heretofore given in furtherance of this Section is hereby ratified.

Section 5. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Ordinance.

Section 6. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 7. This Ordinance shall be in full force and effect immediately upon its passage.

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Passed this ____ day of _____, 2025, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

Approved this _____ day of _____, 2025.

_____
Haig Haleblian, Mayor

Attest:

_____
Deputy City Clerk

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Exhibit A

Legal Description of Proposed Territory

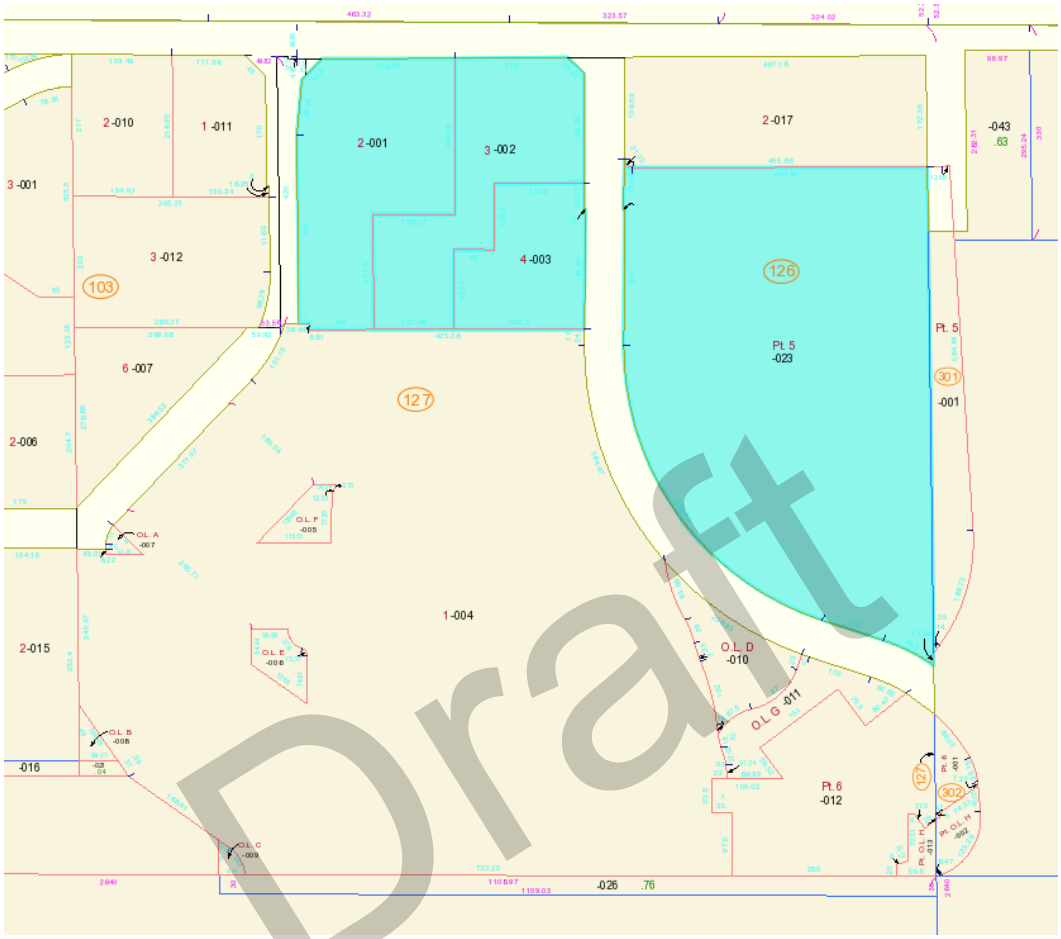
Lots 2-5 of the Water's Edge Subdivision, being a resubdivision of Lots 1 and 3 in the Final Plat of Resubdivision of Lot One in the Crystal Court Subdivision, Lots 2-5 in the Crystal Court Subdivision, all in the North half of the Northwest Quarter of Section 9, Township 43 North, Range 8 East of the Third Principal Meridian and Part of the North Half of the Northeast Quarter of Section 9, Township 43 North, Range 8 East of the Third Principal Meridian, all in McHenry County, Illinois.

P.I.N.s 19-09-127-001, 19-09-127-002, 19-09-127-003, and 19-09-126-023.

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Exhibit A-1

Depiction of Proposed Territory



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Exhibit B

Proposed Business District Plan

4935-2336-8747, v. 3

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BUSINESS DISTRICT PLAN FOR

THE WATER'S EDGE BUSINESS DISTRICT

Crystal Lake, Illinois

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This document is intended and designed to serve the business district plan (the "***Plan***") for the Water's Edge Business District (the "***Business District Area***") pursuant to the pursuant to 65 ILCS 5/11-74.3-1 *et seq.* (the "***Business District Law***").

INTRODUCTION

In the mid 1980's, the development of big-box retailing had emerged as the preferred development form bridging between regional malls and traditional central business districts. With continued growth in population, high accessibility corridors, and available sites, the City of Crystal Lake (the "***City***") attracted the interest of national retailers and retail developers. In 1988, the Melvin Simon Company developed the Crystal Court shopping center (the "***Site***"), an L shaped multi-tenant center anchored by three fast growing big box retailers: Cub Foods, Walmart, and Service Merchandise. As was typical of Simon centers, the Site was subdivided so that each of the anchors owned the parking field in front of their store, assuring that they would each have control and maintenance responsibility of 6.5 parking places per 1000 square feet of store area. The center's management retained responsibility only for the building and common areas serving the smaller shops that were located between the anchors.

The City continued to grow, both as a community and as a retail destination, and soon newer and bigger boxes began to line Rt. 14. Walmart relocated to a larger facility nearby, leaving their building vacant. Cub Foods went bankrupt and closed, as did Service Merchandise. Lacking the attraction of the anchors and accelerated by the great recession that began in 2007 the remaining shops on the Site began to falter and close. By 2012, the City had noted serious decay and code violations in and on the vacant Cub and Walmart buildings on the Site. Since that time, the City has been pursuing the revitalization of the Site, working with a succession of interested retail redevelopers, banks, consultants, and has entertained multiple redevelopment schemes without success. The Cub and Walmart buildings were razed, the Site had decayed to the point of blight. Moreover, the behavior of retailing and customers had drastically shifted away from the way people shopped when the Crystal Court shopping center was built on the Site, thereby inhibiting meaningful private redevelopment initiatives.

The Site is located near the entry into Crystal Lake from the east and south and adjoins a major community resource at the Three Oaks Recreation Area. With thoughtful redevelopment and appropriate resources, the City has endeavored to transform the Site from a liability that dampens the strength of the corridor and the City's tax-base into an attractive asset that enlivens the gateway into the community. Ten years of concerted effort by the City have demonstrated that market economics alone could not overcome the blight that the Site had suffered and would not drive redevelopment of the Site, so the City established a Tax Increment Financing District ("***TIF District***") under 65 ILCS 5/11-74.4-1 *et seq.* (the "***TIF Act***") to support redevelopment of the Site.

Although the TIF District has helped stimulate non-commercial redevelopment on parts of the Site, the Business District Area is that portion of the Site that is most appropriate for commercial development but has not been able to overcome the effects of the longstanding blight on the Site.[1] As part of the TIF District itself, the City determined that additional tools were needed to attract quality restaurants and retailers to the Business District Area. As suggested in the TIF District redevelopment plan, more targeted financial

[1] In establishing the TIF District, the City recognized the blight on the Site and the likely need for further assistance through the use of a Business District. Thus, the proposed Business District is already part of the overall redevelopment plan for the Site.

assistance is needed to assist in attracting new, high-quality commercial development to the Business District Area via the use of a "business district" pursuant to the Business District Law. Establishing a "business district" for the Business District Area would not only further advance the approved redevelopment plan for the TIF District, but it would provide the City with a different set of tools that would be more functional in jump-starting the redevelopment of the Business District Area of the Site and eliminating the blighting conditions that gave rise to the establishment of the TIF District.

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THE BUSINESS DISTRICT LAW AND THIS PLAN

The Business District Law is intended to stimulate economic activity in municipalities through the development and implementation of business district plans for designated business districts. A business district plan is one that will assist municipalities with the creation, development, improvement, maintenance, and redevelopment of business districts in order to create and maintain jobs, increase tax revenues, encourage the creation of new and lasting infrastructure, other improvements and facilities, and cause the attraction and retention of businesses and commercial enterprises that will generate economic activity and services and increase the general tax base.

Under the Business District Law, this Plan for the Business District Area is intended to identify: (i) the proposed business district; (ii) the specific description of the boundaries of the Business District Area, including a map illustrating the boundaries; (iii) a general description of each project proposed to be undertaken within the Business District Area, including a description of the approximate location of each project; (iv) the estimated business district project costs; (v) the anticipated source of funds to pay business district project costs; (vi) the anticipated type and terms of any obligations to be issued; and (vii) the rate of any tax to be imposed pursuant to subsection (10) or (11) of Section 11-74.3-3 of the Business District Law and the period of time for which the tax shall be imposed.

Because of the blighted conditions of the Site and the particular impediments that such blight still presents to the commercial development of the Business District Area, the exercise of the powers provided in the Business District Law (including the imposition of a business district tax) is expected to promote the public interest, enhance the tax base within the Business District Area, create employment opportunities, and eradicate the remaining vestiges of blight on the Site and within the Business District Area. Through the implementation of this Plan, the public health, safety, benefit, and welfare of the residents of the City are expected to be advanced and promoted.

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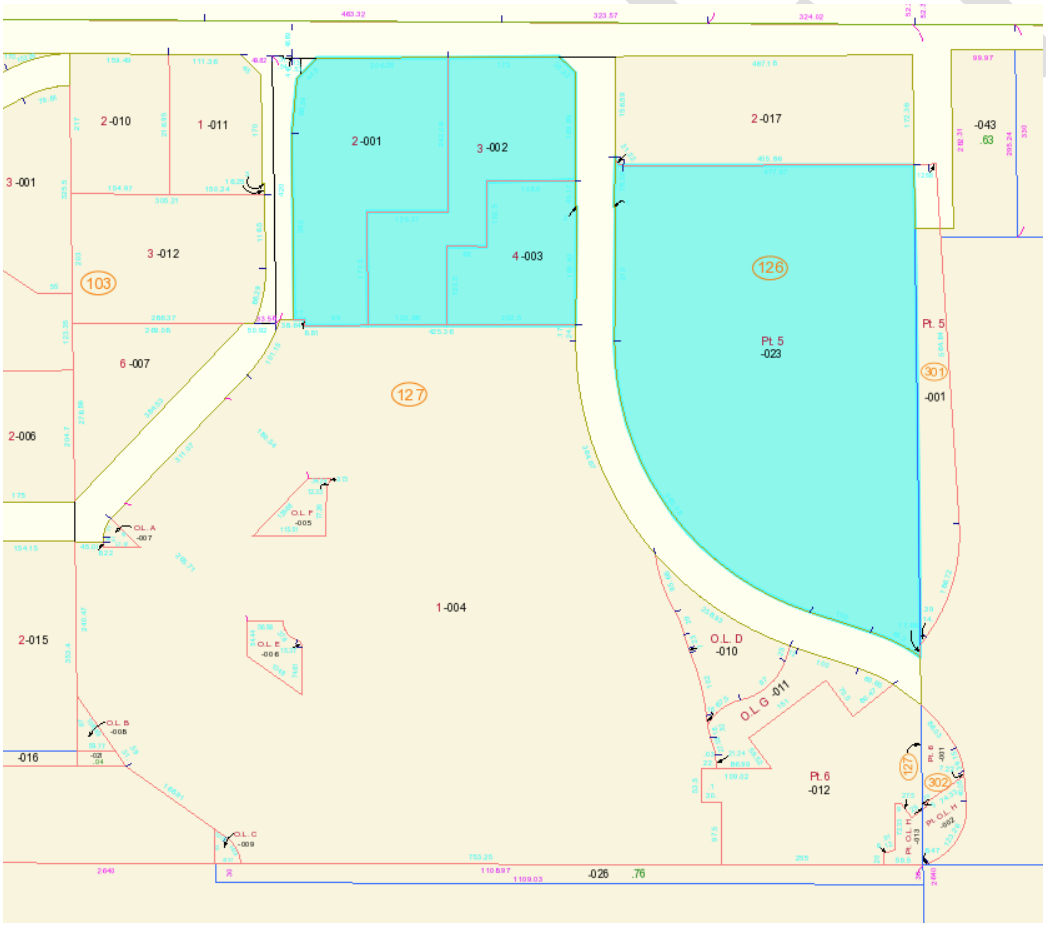
PROJECT AREA BOUNDARIES

The proposed Water's Edge Business District will be comprised of the entire commercial portion of the Site as identified in the TIF District plan. The Business District Area is legally described as:

> Lots 2-5 of the Water's Edge Subdivision, being a resubdivision of Lots 1 and 3 in the Final Plat of Resubdivision of Lot One in the Crystal Court Subdivision, Lots 2-5 in the Crystal Court Subdivision, all in the North half of the Northwest Quarter of Section 9, Township 43 North, Range 8 East of the Third Principal Meridian and Part of the North Half of the Northeast Quarter of Section 9, Township 43 North, Range 8 East of the Third Principal Meridian, all in McHenry County, Illinois.

The Business District Area is also described as P.I.N.s 19-09-127-001, 19-09-127-002, 19-09-127-003, and 19-09-126-023.

Below is a map of the Business District Area:



SUMMARY OF BLIGHTED CONDITIONS IN THE BUSINESS DISTRICT AREA

The Business District Area is part of the TIF District, which the City Council has previously found to be a "blighted area" under 65 ILCS 5/11-74.4-3 of the TIF Act. Because the requirements for establishing a "blighted area" under the Business District Law are less rigorous than the standards set forth in the TIF Act, the Business District Area plainly qualifies as a "blighted area" for purposes of the Business District Law.

As described in the eligibility report for the TIF District, a study was undertaken in 2021, consistent with the TIF Act and related procedural guidelines, to determine that the TIF District as a whole was eligible as a "blighted area" under the TIF Act. As detailed in Appendix A to this report, the entire TIF District (including the Business District Area) qualified as a "blighted area"' according to the criteria established by the Act, based on the predominance and extent of parcels exhibiting the following primary characteristics:

- Obsolescence
- Deterioration
- Excessive vacancies
- Deleterious land use or layout
- Decline of Equalized Assessed Value (EAV)
- Presence of Structures Below Minimum Code Standards

Each of these factors contributed significantly to the eligibility of the Site as a "blighted area". All these characteristics pointed towards the need for designation of the Site as a "blighted area" under the TIF Act, the establishment of the TIF District, and the plan for public intervention in order that redevelopment might occur.

Since the establishment of the TIF District in 2023, the portion of the Site identified as being appropriate for residential development has experienced significant redevelopment activity. Residential structures have been constructed and are now occupied. Unfortunately, although plans have been prepared for potential commercial redevelopment within the Business District Area, no new commercial redevelopment activity has occurred. As anticipated in the redevelopment plan for the TIF District, improvements to the residential area of the TIF District will help resolve ***some*** of the conditions of blight within the Business District Area, but more targeted assistance will be needed to address conditions within the Business District Area that have resulted in deterioration of site improvements, obsolete platting in the context of the deteriorating improvements, and the continued economic underutilization of the Business District Area.

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THIS PLAN AND PROGRAM FOR REDEVELOPMENT

The revitalization of the Business District Area presents challenges and opportunities for the City of Crystal Lake. The success of this effort will depend upon cooperation between private investors and local government. Although the TIF District has attracted new private investment to the Site, the TIF District alone has been unable to stimulate a comprehensive revitalization of the Business District Area. The establishment of a "business district" within the Business District Area as provided under the Business District Law, the adoption of this Plan, and the implementation of the program described in this Plan will assist with the realization of the goals and objectives of the City's Comprehensive Plan and the TIF District plan (the "***TIF Plan***"), promote the public interest, enhance the tax base within the Business District Area, create employment opportunities, and eradicate the remaining vestiges of blight within the Business District Area.

Importantly, this Plan is adjunctive to the TIF Plan that has already been put in place for the Site. The TIF Plan has helped establish the foundational infrastructure to help support commercial redevelopment within the Business District Area. But having the ability to support commercial development does not alone provide the ***environment*** in which commercial redevelopment will be attracted nor within which new commercial redevelopment will thrive. As such, for all of the benefits anticipated from the TIF District, the City has determined that more focused development tools will be needed to attract desirable retail establishments, restaurant and entertainment venues, and related commercial activities to the Business District.

The challenge of redeveloping the Business District Area is further complicated because it is located within a much broader commercial corridor of the City. The Business District Area needs to identify its own sense of place rather than be designed to serve general retail and commercial needs of the community; otherwise, the Business District Area might simply cause existing commercial development in the City to re-locate, which will not achieve the objectives of this Plan, the TIF Plan, or the City's Comprehensive Plan.

Importantly, this Plan intends the Business District Area to exploit the special sense of place that is part of the broader redevelopment of the TIF District. Leveraging the character of the TIF District to attract a variety of retail, restaurant, and services businesses appropriate for a commercial center is essential for meeting a central objective of the TIF District, the City's Comprehensive Plan, and this Plan, to-wit: increasing the proportion of businesses within the commercial area that generate sales taxes.

Purpose of This Plan

Pursuant to the Business District Law, the purpose of this Plan and the implementation program contemplated under this Plan is to promote the health, safety, morals, and welfare of the general public by promoting the public interest, enhancing the tax base within the Business District Area, creating employment opportunities, and eradicating the remaining vestiges of blight within the Business District Area. By drawing quality restaurant, entertainment, retail, and select commercial businesses to the Business District Area, the City expects that the purpose of the Plan will be realized.

In addition to the specific goals of the Plan, the realization of this Plan's goals will better ensure that the objectives of the TIF Plan and the City's Comprehensive Plan are achieved. These objectives include advancing the City's land use goals of maximizing property values in Crystal Lake through compatible and efficient land use patterns that support a variety of opportunities for living, working, shopping, and

recreation in Crystal Lake. The successful implementation of this Plan will help preserve and enhance the City's regional significance as a retail destination and provide residents with easy access to a wide array of attractive shopping opportunities. Coupled with the other elements of the TIF District, this Plan will support convenient vehicular and pedestrian circulation to and within the Site, which will also enhance the sustained quality of the residential portion of the TIF District.

The intended land uses related to this Plan are consistent with the guidelines and development opportunities presented in the City of Crystal Lake 2012 Comprehensive Plan, including the future land use plans therein.

Implementation Program for the Plan

Recognizing that the generation of sales tax is a key objective of the TIF Plan, the City also recognizes that the Business District Law offers a tool that is both unavailable under the TIF Act and uniquely targeted to attract sales tax generating businesses to the Business District Area. Specifically, the Business District Law authorizes the City to establish a business district retailers' occupation tax and a business district service occupation tax (the "***Business District Taxes***") that can be utilized to incentivize sales tax generating businesses to make the Business District Area their home.

Specifically, by imposing the Business District Taxes, the Business District Area will have access to a revenue stream that can be tapped to offset eligible redevelopment costs within the Business District Area. The effect of such a programmatic approach to redevelopment will be to reduce the overall cost of redevelopment to those quality restaurant, entertainment, retail, and select commercial businesses that will draw customers to the Business District Area, which in turn will stimulate retail sales within the Business District Area and achieve the objectives of the City's Comprehensive Plan, TIF Plan, and this Plan. Importantly, because the City will determine when and to what extent eligible redevelopment costs will be reimbursed with proceeds from the Business District Taxes, the City will have a greater ability to ensure the quality, scope, and balance of commercial development within the Business District Area.

One other critical element of the Plan's use of Business District Taxes is that the City's ability to offer incentives to the types of commercial development most suited to the Business District Area will not impact the City's customary revenue streams that fund the day-to-day operations of the City. Rather, the commercial developments that will receive incentives in the Business District Area will realize those incentives through their own success (i.e., the Business District Tax revenues they generate) – thereby creating additional incentives for restaurant, entertainment, retail, and select commercial businesses to deliver the quality goods and services that will benefit the City and its residents, and that will also draw non-residents to the Business District Area in a way that will further supplement the general sales tax revenues that the City receives.

PROPOSED PROJECTS WITHIN THE BUSINESS DISTRICT AREA

Although the Business District Law does authorize a municipality to undertake specific public works activities in order to develop or improve the infrastructure within such a district, most of the requisite infrastructure work supporting redevelopment of the Site is expected to be accomplished as part of the TIF District. As a result, the projects contemplated by this Plan within the Business District Area are expected to be opportunistic and designed to help "close the deal" of attracting appropriate and high quality commercial businesses to the Business District Area.

It is anticipated that projects within the Business District Area will occur on a case-by-case basis to help lower the economic barriers that may inhibit select restaurants, entertainment venues, retailers, and other complementary businesses from locating within the Business District Area. Although the actual incentive structure for any particular project could run the gamut from outright grants to reimbursements, the City expects that the projects will typically involve a reimbursement agreement for purposes of drawing in a particular business that will be financed by the Business District Taxes that such business may generate. Such reimbursement agreements will ordinarily not guarantee the business ***any*** reimbursement amount except to the extent such business can itself generate Business District Taxes, and such agreements will place limits on both the amount of reimbursement to be made available and the types of activities for which reimbursements can be provided. Regarding the reimbursable activities, they will be limited to:

(1) costs of studies, surveys, development of plans and specifications, implementation and administration of this Plan, and personnel and professional service costs including architectural, engineering, legal, marketing, financial, planning, or other professional services, ***but*** no charges for professional services based on a percentage of Business District Tax revenues will be reimbursable;

(2) property assembly costs, including but not limited to, acquisition of land and other real or personal property or rights or interests therein, and specifically including payments to developers or other nongovernmental persons as reimbursement for property assembly costs incurred by that developer or other nongovernmental person;

(3) site preparation costs, including but not limited to clearance, demolition, or removal of any existing buildings, structures, fixtures, utilities, and improvements and clearing and grading of land;

(4) costs of installation, repair, construction, reconstruction, extension, or relocation of public streets, public utilities, and other public site improvements within or without the Business District Area which are essential to the preparation of such area for use in accordance with this Plan, and specifically including payments to developers or other nongovernmental persons as reimbursement for site preparation costs incurred by the developer or nongovernmental person;

(5) costs of renovation, rehabilitation, reconstruction, relocation, repair, or remodeling of any existing buildings, improvements, and fixtures within the Business District Area, and specifically including payments to developers or other nongovernmental persons as reimbursement for costs incurred by those developers or nongovernmental persons;

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(6) costs of installation or construction within the Business District Area of buildings, structures, works, streets, improvements, equipment, utilities, or fixtures, and specifically including payments to developers or other nongovernmental persons as reimbursements for such costs incurred by such developer or nongovernmental person;

(7) financing costs, including but not limited to all necessary and incidental expenses related to the loans assumed during the estimated period of construction of any development or redevelopment project not exceeding 36 months; and

(8) relocation costs to the extent that the City determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or State law.

(collectively, "***Reimbursable Costs***"). The reimbursement agreements for projects could conceivably occur anywhere within the Business District Area, as the entire area faces similar barriers to entry and market constraints (including potentially higher land costs due to the share of redevelopment costs for the entire Site that are to be borne by the properties within the Business District Area).

To the extent that Business District Tax revenues are available in addition to amounts needed for funding the individual projects described above, such additional revenues will be available to reimburse the City for its Reimbursable Costs associated with the creation, implementation, and administration of this Plan.

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ESTIMATED COSTS AND REVENUES FOR PROJECTS WITHIN THE BUSINESS DISTRICT AREA

Because the projects within the Business District Area are expected to be unique to any business that would be additive to the overall Business District Area, the cost for each such project will vary from case-to-case and therefore will be difficult to forecast. Similarly, because the revenue to finance projects within the Business District Area will be based on the Business District Taxes to be generated by the businesses locating within the Business District Area, estimating the amount of such revenues is fraught with inexactitude because of the range of economic factors that could affect such businesses and their revenues.

Estimate of Project Costs within the Business District Area

Subject to the caveats set forth in the opening paragraph to this Section of this Plan, eligible project costs within the Business District Area are listed in Table 1. These costs are based on 2025 dollars and are therefore subject to inflation. Increases in estimated Total Project Costs of more than five percent (5%), after adjustment for inflation from the date of the adoption of this Plan, are subject to amendment procedures as provided under the Business District Law.

Table 1: Estimated Redevelopment Project Costs

Category	**Cost**
Costs of Studies, Surveys, Development Plans, Implementation and administration of this Plan	$2,000,000
Property Assembly including Acquisition, Site Preparation, Demolition, Environmental Remediation, and Site Improvements	$1,000,000
Site Preparation costs, including but not limited to clearance, demolition, or removal of any existing buildings, structures, fixtures, utilities, and improvements and clearing and grading of land	$2,500,000
Installation, repair, construction, reconstruction, extension, or relocation of public streets, public utilities, and other public site improvements	$2,500,000
Renovation, rehabilitation, reconstruction, relocation, repair, or remodeling of any existing buildings, improvements, and fixtures	$1,000,000
Installation or construction of buildings, structures, works, streets, improvements, equipment, utilities, or fixtures	$10,000,000
Financing Costs	$3,000,000
Relocation Costs	$1,500,000
Total Estimated Project Costs [(1)]	$23,500,000

(1) Actual costs for each category identified above may vary provided that the total estimated project costs may not be exceeded without amendment to this Plan.

Importantly, the vast majority of these estimated project costs will be borne by the business locating within the Business District Area, subject to reimbursement through reimbursement agreements. Additionally, it is important to note that, because businesses will fail, the Plan anticipates that reimbursement agreements may be needed for "second generation" businesses within the Business District Area in order to establish and sustain a "successful" business environment within the Business District Area.

This Plan recognizes that there is some overlap between the studies, planning, implementation, and administration relating to the Business District Area and the TIF District. As such, such costs that are allocable to the Business District Area may be reimbursed from either the Business District Tax revenues or revenues from the TIF District.

Sources of Funds

This Plan contemplates that the predominant source of revenue for paying and reimbursing the estimated costs to be incurred within the Business District Area will be the Business District Taxes imposed within the Business District Area. This Plan contemplates that such Business District Taxes will be imposed at a rate of one percent (1%) and that such Business District Taxes will remain in place for 23 years after the adoption of the ordinance imposing such taxes.

In addition to the revenues generated by the Business District Taxes, the City contemplates that a modest amount of revenue could be generated from interest earned on temporary investments.

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ESTIMATED OBLIGATIONS TO BE INCURRED FOR PROJECTS WITHIN THE BUSINESS DISTRICT AREA

This Plan contemplates that the funding for projects within the Business District Area will be advanced by the developers and businesses that will be locating within the Business District Area, which amounts may be reimbursed (in whole or in part) through Business District Tax revenues generated by particular businesses. As such, the City does not anticipate that it will be issuing ***any*** bonds in furtherance of this Plan. Of course, in connection with the Plan's development and related administrative and implementation costs, the City may advance funds in anticipation of reimbursement from future Business District Tax revenue. Additionally, in connection with reimbursement agreements, the City may issue non-recourse notes to memorialize the reimbursements authorized by specific reimbursement agreements; provided, however, that any such notes will be limited to the obligations in such agreements.

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BUSINESS DISTRICT TAXES

As discussed above, this Plan anticipates the imposition of Business District Taxes comprised of a one percent (1%) business district retailers' occupation tax and a one percent (1%) business district service occupation tax. These Business District Taxes will remain in place for 23 years after the adoption of the ordinance imposing such taxes, unless the City determines that it is appropriate to terminate such Business District Taxes sooner.

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FINANCIAL IMPACT OF REDEVELOPMENT

As discussed above, the TIF Plan anticipated that the need for supplemental incentives would be needed to ignite redevelopment of the Business District Area. That expectation has already been proven true. The City has already seen the construction and occupancy of residential buildings within the TIF District, but no construction has commenced within the Business District Area. Without the adoption of this Plan and the designation of the Business District Area pursuant to the Business District Law, the commercial portion of the TIF District may become an economic drag upon the entire TIF District, which will detract from the potential for new development, increase the risk of vacancies in the residential development of the TIF District, lower assessed values, and thereby reduce real estate tax revenue to the TIF District and all taxing districts.

In order to better ensure the success of the TIF District and leverage the benefits such TIF District sought to create, it is imperative for the City to establish the Business District Area under the Business District Law, and then to carry out the objectives of this Pan.

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APPENDIX "A"

WATER'S EDGE TAX INCREMENT FINANCING DISTRICT

ELIGIBILITY REPORT

CITY OF CRYSTAL LAKE

DRAFT

Prepared by:
Teska Associates, Inc.

INTRODUCTION

In order to encourage redevelopment of the site of the former Crystal Court Shopping Center, which fronts RT. 14 Northwest Highway, between Liberty Road and the entry to Three Oaks recreation Area, the City of Crystal Lake (the "City") is considering the creation of a Tax Increment Financing (TIF) District. The purpose of this Eligibility Report is to document the eligibility criteria as required by the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11 - 74.4 - 1, et seq., as amended (the "Act"). The following study documents the presence of eligibility criteria necessary for designation as a TIF District, as required in the Act. The study evaluated the area depicted in Figure 4 below.

Figure 1: Study Area



TAX INCREMENT FINANCING

The Act, as amended, stipulates specific procedures, which must be adhered to in designating a Redevelopment Project Area and amendments thereto. A Redevelopment Project Area is defined as:

"..an area designated by the municipality, which is not less in the aggregate than 1 ½ acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as an industrial park conservation area, or a blighted area or a conservation area, or a combination of both blighted areas and conservation areas" (65 ILCS 5/11-74.4-3(p)).

Section 5/11-74.4-3(a) defines a "blighted area" as follows:

"any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where:

if improved, industrial, commercial, and residential buildings or improvements are detrimental to the public safety, health, or welfare because of a combination of 5 or more of the following factors (dilapidation; obsolescence; deterioration; presence of structures below minimum code standards; illegal use of individual structures; excessive vacancies; lack of ventilation light or sanitary facilities; inadequate utilities; excessive land coverage and overcrowding of structures and community facilities; deleterious land use or layout; environmental clean-up; lack of community planning; decline in equalized assessed value), each of which is (i) present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the improved part of the redevelopment project area, and

If vacant, the sound growth of the redevelopment project area is impaired by a combination of 2 or more of the following factors (dilapidation; obsolescence; deterioration; presence of structures below minimum code standards; illegal use of individual structures; excessive vacancies; lack of ventilation light or sanitary facilities; inadequate utilities; excessive land coverage and overcrowding of structures and community facilities; deleterious land use or layout; environmental clean-up; lack of community planning; decline in equalized assessed value), each of which is (i) present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains.", or

The area qualified as a blighted improved area immediately prior to becoming vacant, unless there has been substantial private investment in the immediately surrounding area.

This report summarizes the analysis and findings of the City's planning consultant, Teska Associates, Inc. ("Teska"). Teska has prepared this report with the understanding that the City

would rely on: (1) the findings and conclusions of this report in proceeding with the designation of the Study Area as a Redevelopment Project Area under the Act; and (2) the fact that Teska has obtained the necessary information to conclude that the Project Area can be designated as a Redevelopment Project Area in compliance with the Act.

The Water's Edge area (the "Project Area") is eligible for designation as a "blighted area" based on the predominance and extent of parcels exhibiting the following primary characteristics:

1. **Obsolescence**
2. **Deterioration**
3. **Excessive vacancies**
4. **Deleterious land use or layout**
5. **Decline of Equalized Assessed Value (EAV)**
6. **Presence of Structures Below Minimum Code Standards**

In addition, the following secondary characteristics contribute to a lesser degree:

7. **Dilapidation**
8. **Inadequate utilities**
9. **Environmental clean up**

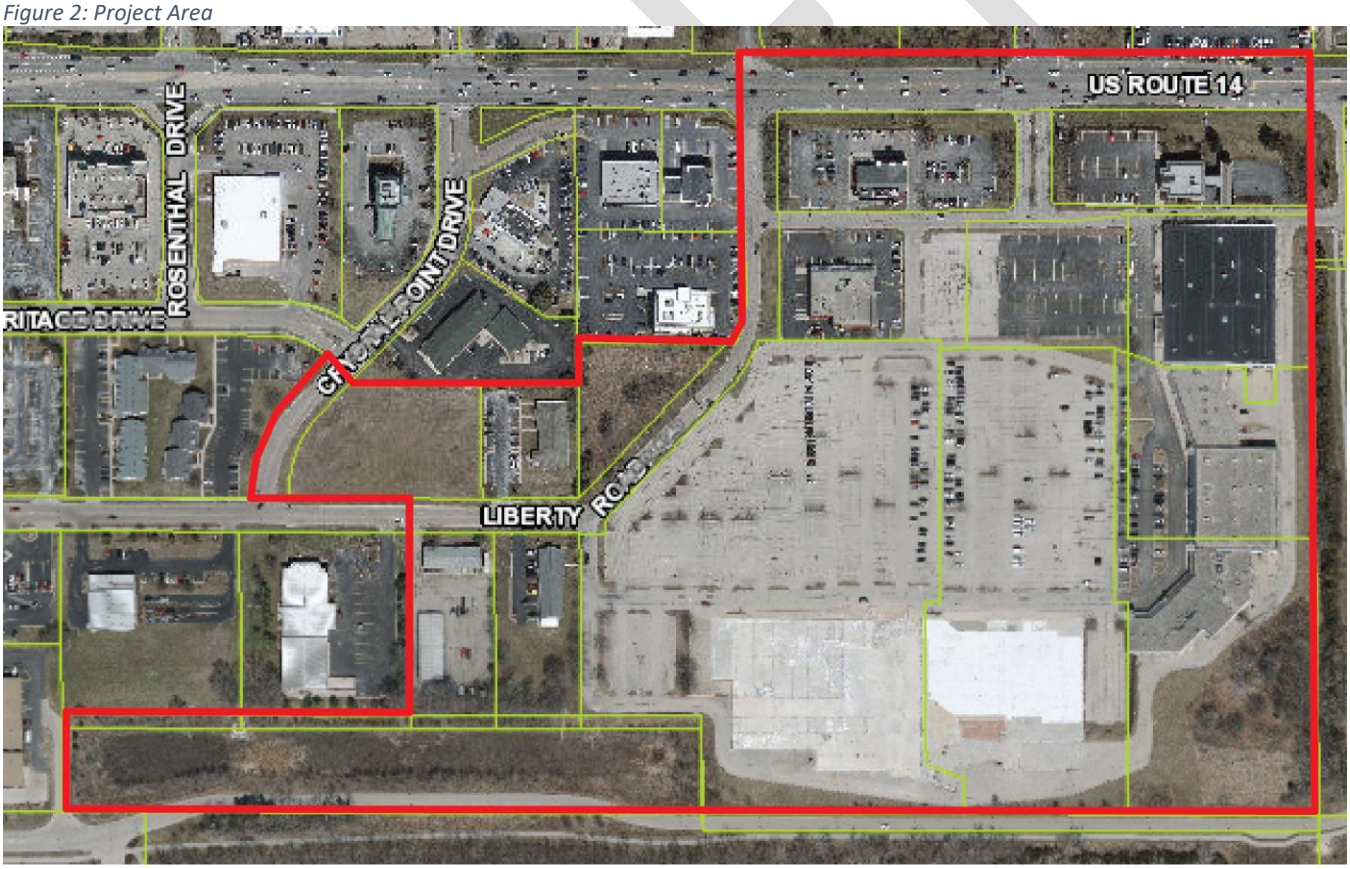
Each of these factors contributes sufficiently towards the eligibility of the Project Area as a whole.

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DESCRIPTION OF PROJECT AREA

The Project Area includes both vacant and improved parcels north and west of Three Oaks Recreation Drive, east of S Main Street, and South of Northwest Highway/Route 14. It is located approximately 1.5 miles Southeast of downtown Crystal Lake. The area previously hosted a Walmart and Cub Foods, which became long vacant and years later demolished after those tenants left the shopping center. Of the remaining structures, most are vacant storefronts. The Project Area contains 8 buildings and 20 parcels. Figure 5 illustrates the exact boundaries of the Project Area.

Figure 2: Project Area



ELIGIBILITY FINDINGS

Over the past 10 years, following the demise of Cub Foods and Service Merchandise, and the relocation of Walmart from their place within the Crystal Court Shopping Center, Teska has worked with the City of Crystal Lake to promote and plan for the revitalization of this center. On at least three occasions, Teska conducted field and research surveys of the property to determine potential eligibility for a Tax Increment District, the most recent of which occurred on October 8, 2021. Teska conducted a field survey of every property within the Project Area. Based on an inspection of the exteriors of buildings and grounds, field notes were taken to record the condition for each parcel. Photographs further document the observed conditions.

In order to be designated as a blighted area, five or more blighting factors outlined in the Act must be present to a meaningful extent and reasonably distributed throughout the Project Area.

Dilapidation

Dilapidation refers to an advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings or improvements in such a combination that a documented building condition analysis determines that major repair is required, or the defects are so serious and so extensive that the buildings must be removed.

Of the remaining buildings in the Project Area, some have fallen into disrepair as a result of prolonged vacancy and lack of upkeep. Buildings that were demolished were in a state of dilapidation prior to their demolition, and the removal of walls and other vertical structures did not include removal of foundations, building slabs, plumbing, electrical lines, and other building debris scattered near the original footprint of both the Cub Foods and Walmart property. Prior to having become vacant, the Cub and Walmart properties, including more than half the acreage of the shopping center, had evidenced dilapidation that contributed to the need to demolish the improvements. Examples of dilapidation include but are not limited to foundation cracks on existing buildings, displaced or cracked walls, and other structural deficiencies. See Figures 6-10. Dilapidation is present within the Project Area and contributes towards the designation of the Project Area as a 'blighted area.'

Figure 3



Figure 4



Figure 5



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Figure 6

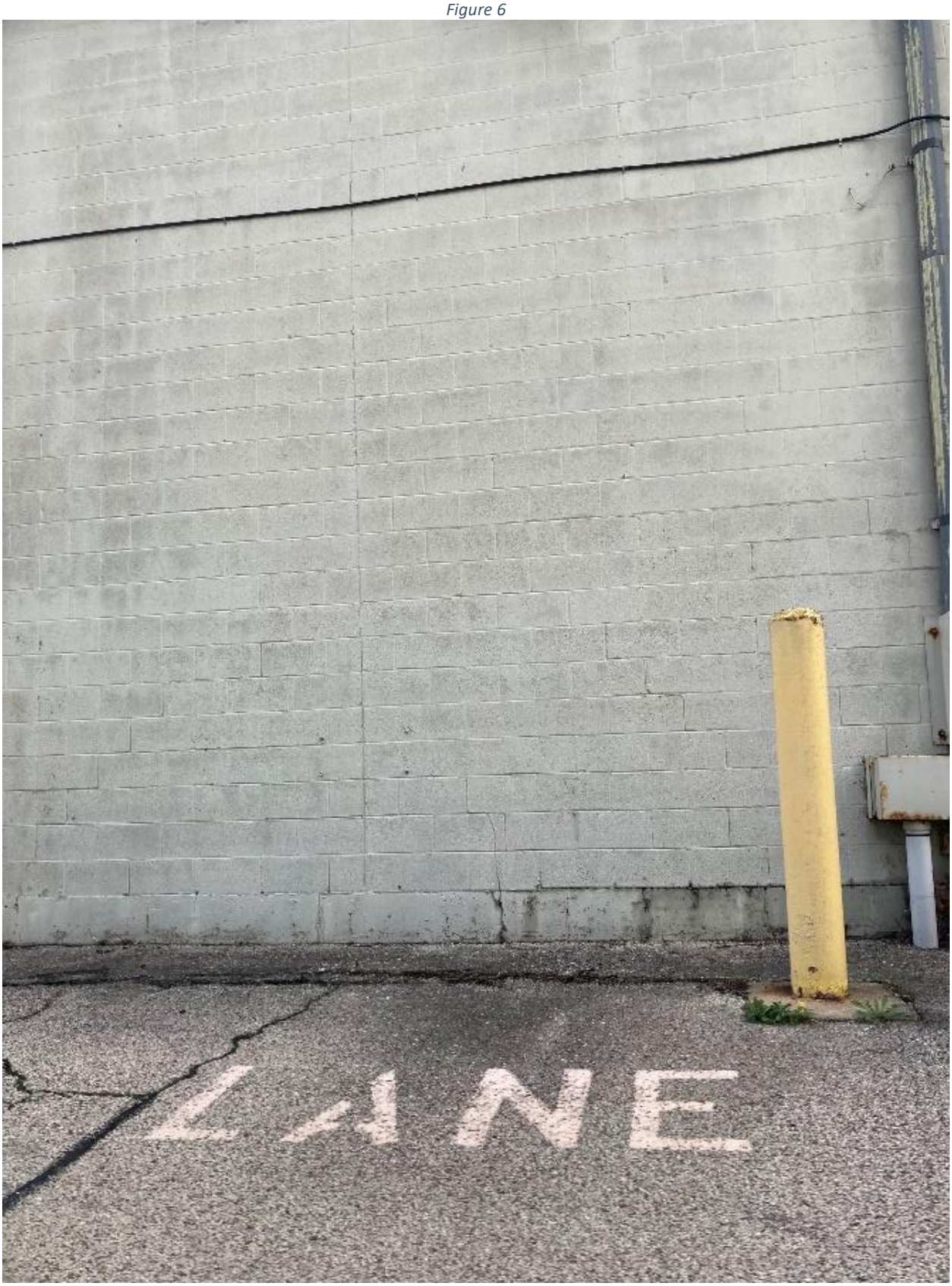


Figure 7



Obsolescence

Obsolescence is the condition or process of falling into disuse. Obsolete structures have become ill-suited for the original use. With respect to properties and buildings, the nature of obsolescence may be functional or economic, or a combination of both. Generally, functional obsolescence relates to the physical utility of a property or structure, and economic obsolescence relates to the ability of a property or building to compete in the marketplace.

a) Functional obsolescence

The design and spatial layout of buildings and site improvements and their geographical location and building orientation and setbacks respond to market needs for specific uses at the time those buildings and improvements were constructed. Additionally, buildings and improvements are designed within the technological constraints of the time. Design and spatial layout characteristics of buildings and site improvements include, but are not limited to, floor area, height, column spacing, loading and service areas, building orientation, on-site parking and storage areas, and vehicular circulation.

Over time, changes occur within industries and real estate markets causing properties to become ill suited for their original use, resulting in deficiencies in those buildings that limit their ability to function for their original purpose. This loss in functionality and overall usefulness or desirability of a property, diminishes the value and utility of the property and the building.

b) *Economic obsolescence*

Economic obsolescence is generally a result of building or site improvements that cause some degree of market rejection, resulting in a diminished market value of the property for its original intended use. Symptoms of economic obsolescence include excessive vacancies, lack of maintenance, deterioration, and dilapidation of buildings and site improvements.

Site improvements, including sewer and water lines, public utility lines (gas, electric, and telephone), roadways, parking areas, parking structures, sidewalks, curbs and gutters, lighting, etc., may also evidence obsolescence in terms of their relationship to contemporary development standards for such improvements. Factors of this type of obsolescence may include inadequate utility capacities, outdated designs, etc.

Typically, buildings with excessive vacancies or those classified as deteriorating or dilapidated contain undesirable building or site improvement conditions that may be infeasible to cure, resulting in an accelerated decline in market value. When not corrected, these building and site improvement deficiencies adversely impact neighboring areas, thereby detracting from the physical, functional, and economic vitality of the overall area.

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The Project Area is both functionally and economically obsolete. The original anchors for the center were located more than 900 feet south of the primary access on Rt. 14, more than twice the distance commonly associated with current commercial development. The existing buildings and the layout of the parking no longer serves current market conditions and shifts in consumer attitudes and tendencies have rendered the Project Area ill-suited to compete with nearby commercial properties. See Figure 11. Lack of maintenance and deterioration of the buildings and site improvements demonstrate and contribute to the growing obsolescence of the Area. Most of the commercial spaces are underutilized and have persistently vacant tenancies, showing evidence of both economic and functional obsolescence.

Both functional and economic obsolescence of buildings and site improvements is present within the Project Area. The presence of obsolescence significantly contributes towards designation of the Project Area as a 'blighted area'.

Figure 8



Deterioration

With respect to buildings, deterioration refers to defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters and downspouts, and fascia. The field survey found that 4 out of 8 buildings and the majority of the non-building surface improvements exhibited some level of deterioration. Clear evidence of building deterioration can be seen from the rear of buildings, but are also present in the front of the buildings. These deteriorating effects include but are not limited to: cracks in walls, foundations, and columns, and roofs. These issues are widely distributed throughout the entirety of the Project Area.

With respect to surface improvements, the condition of the pavement, roadways, curbs, and surface parking show clear evidence of deterioration, including but not limited to: surface cracking, crumbling, potholes, depressions, and weeds protruding through paved surfaces. Parking areas, sidewalks, curbs and other surface improvements have deteriorated to the point of requiring repaving or replacement. In general, the condition of the site is poor in both the areas with and without structures.

The deterioration, both of buildings and surface improvements, is widely distributed throughout the entirety of the Project Area. See Figures 12-19. The presence of deterioration of buildings and surface improvements is a significant contributing factor towards the designation of the Project Area as a 'blighted area.'

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Figure 9



Figure 10



Figure 11



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Figure 12



Figure 13



Figure 14



Figure 15



Figure 16



Presence of Structures Below Minimum Code Standards

Structures below minimum code standards include all structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes.

Prior to demolition, the Cub and Walmart buildings had been cited for code violations. The remaining buildings fail to meet the existing fire code requirements and have been cited for functional failure of fire suppression systems. The presence of structures below minimum code standards is a contributing factor towards the designation of the Project Area as a 'blighted area.'

Illegal Use of Individual Structures

Illegal use of individual structures refers to the use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.

The exterior field survey conducted by Teska found no obvious instances of illegal uses of structures within the Project Area. Illegal Use of Individual Structures does not contribute to the designation of the Project Area as a 'blighted area.'

Excessive Vacancies

Excessive vacancies refer to the presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.

The field survey conducted by Teska found that most existing structures in the Project Area are vacant and many have been for a prolonged period. See Figures 20-23. Prior to demolition, the two large anchor buildings were vacant for several years, and the departure of these businesses contributed to the excessive vacancies of the smaller storefronts. The pervasiveness of vacancies in the Project Area makes it difficult to attract and retain new businesses, particularly on the Eastern end of the Project Area. Excessive vacancies in the remaining structures of the Project Area are a significant contributing factor towards the designation of the Project Area as a "blighted area."

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Figure 17



Figure 18



Figure 19



Figure 20



Inadequate utilities

Inadequate utilities refer to utilities that have insufficient capacity to serve the uses in the redevelopment project area; are deteriorated, antiquated, obsolete, or in disrepair; or are lacking within the redevelopment project area. "Utilities" are defined in the Act as "underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services" (65 ILCS 5/11-74.4-3 (a)(1)(H)).

The utility infrastructure is insufficient to serve the needs of the Project Area, particularly if any residential use of the site is anticipated. The utilities are outdated and, in some cases, are in disrepair. See Figures 24-25. Unless the property is redeveloped using the existing footprint, the alignment and location of underground utilities must be completely modified and is a substantial financial impediment to the reuse of the site. Inadequate utilities to service the Project Area are a contributing factor towards the designation of the Project Area as a "blighted area."

Figure 21



Figure 22



Deleterious land use or layout

Deleterious land use or layout refers to the existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area.

The layout of the Project Area is no longer marketable. The buildings have a deep setback (more than 900 feet to the original anchor buildings) and the area where the anchors previously stood is downhill from the main road, making them difficult to see from Route 14/Northwest Highway. This low visibility, due to the deep "L" shape of the layout, has made customer attraction to the area difficult. Currently, the foundations of the demolished buildings have not been fully removed. See Figures 26-27.

Furthermore, most of the parking in the section of the Project Area that was previously the Crystal Court Shopping Center was owned and controlled by the anchor tenants, which created a parking and maintenance issue when those businesses left the shopping center. Deleterious land use or layout is a significant contributing factor towards the designation of the Project Area as a 'blighted area.'

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Figure 23



Figure 24



Environmental Clean Up

Environmental clean up is a contributing factor to a 'blighted area' designation when the area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

In 2012, Glenn's Cleaners, (previously located at 5583 Northwest Highway, in the current Project Area) was enrolled in the Illinois Environmental Protection Agency system, after a request from Crystal Lake Shopping Center Limited Partnership.. Although some clean-up occurred at the time, the Agency's no further remediation letter did not anticipate reuse of the site for residential purposes. Environmental clean up is a contributing factor to the designation of the Project Area as a 'blighted area.'

Decline in total Equalized Assessed Values (EAVs)

This factor can be cited if the total equalized assessed value of the proposed redevelopment project area has declined for 3 of the last 5 calendar years for which information is available; or is increasing at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available; or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for 3 of the last 5 calendar years for which information is available.

The equalized assessed value for the combined parcels within the Project Area has increased at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available (see Table 1). In 2016 and 2017 the EAVs for the Project Area decreased 11.4% and 8.4%, whereas the EAVs for Crystal Lake increased by 5.8% and 5.4%. In 2020, the EAVs for the Project Area increased by 0.4% and Crystal Lake's total EAVs increased by 3.8%. In 2021, the EAVs for the Project Area increased by 1.65%, whereas the EAV for Crystal Lake increased by 3.65%. These three years satisfy the condition that the EAVs for the Project Area increase at an annual rate that is lower than that of the municipality as a whole.

Table 1: Percent Change in EAV

	2016	2017	2018	2019	2020	2021
Project Area	-11.40%	-8.40%	8.70%	7.40%	0.40%	1.65%
Crystal Lake	5.80%	5.36%	5.37%	4.57%	3.81%	3.65%

Source: McHenry County

Decline in the Equalized Assessed Value contributes toward the designation of the Project Area as a 'blighted area' due to EAV decline in the Project Area as compared to the City of Crystal Lake.

CONCLUSIONS

Based on the findings contained herein, the Project Area as a whole qualifies as a 'blighted area' according to the criteria established by the Act, based on the predominance and extent of parcels exhibiting the following primary characteristics:

1. **Obsolescence**
2. **Deterioration**
3. **Excessive vacancies**
4. **Deleterious land use or layout**
5. **Decline of Equalized Assessed Value (EAV)**
6. **Presence of Structures Below Minimum Code Standards**

Each of these factors contributes significantly to the eligibility of the Project Area as a blighted area. These characteristics point to the need for designation of the Project Area as a blighted area, to be followed by public intervention in order that development might occur.

In addition to the primary significant qualifying factors listed above, the following eligibility criteria are present to a lesser degree within the Project Area. While these factors are not present to such a degree and/or sufficiently distributed throughout the Project Area, they do contribute towards the eligibility of the Project Area as a whole, and include:

1. **Dilapidation**
2. **Inadequate utilities**
3. **Environmental clean up**

Based on the evidence provided in this Eligibility Report, the Water's Edge area qualifies as a 'blighted area' according to the eligibility criteria established by the Act.

here

areas in accordance with an adopted Redevelopment Plan over a period not to exceed 23 years. The municipal cost of certain public improvements and programs can be repaid with the revenues generated by increased assessed values of private real estate within a designated project area. This taxing power is only applied to the increase in equalized assessed valuation generated within the designated project area during the limited term of the Redevelopment Plan and Program, principally increased equalized assessed valuation from new private development.

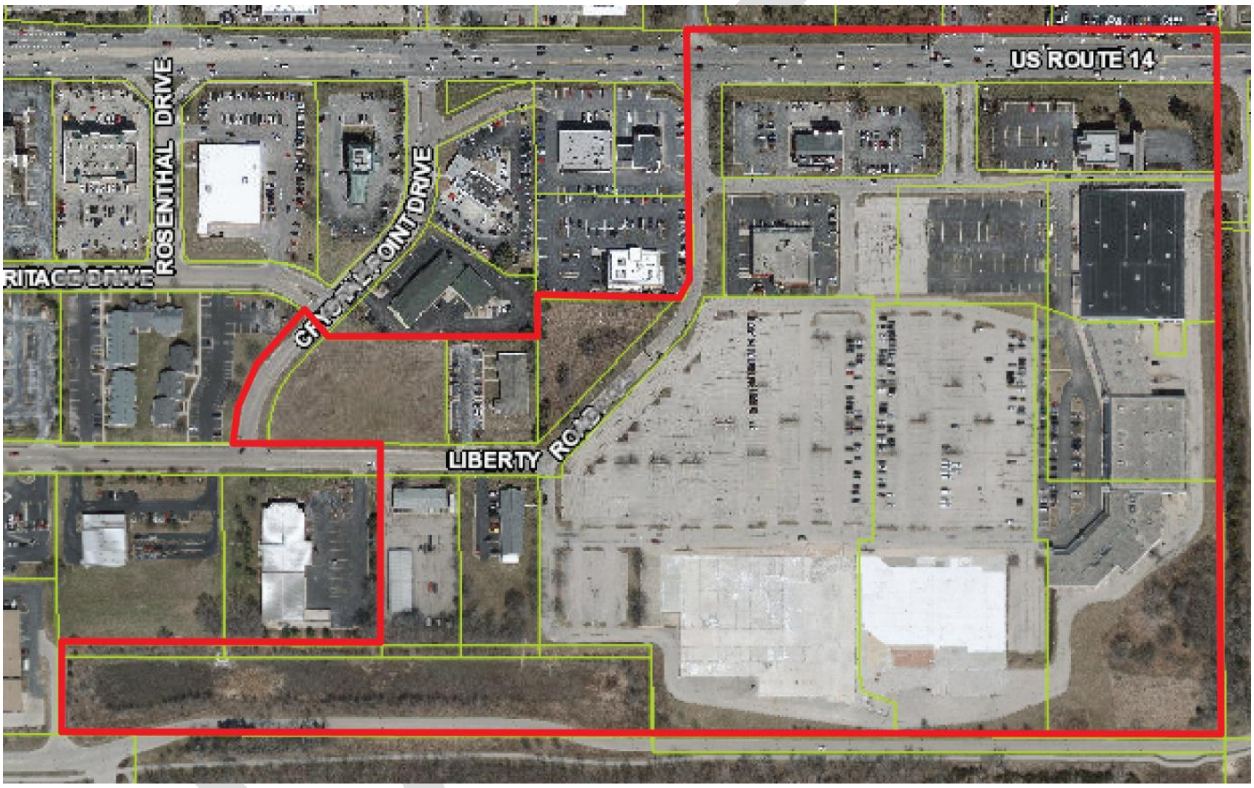


Figure 25: Project Area Boundary

The Act stipulates specific procedures which must be adhered to determining the eligibility of a Redevelopment Project area. A "Redevelopment Project Area" is defined as:

"…an area designated by the municipality, which is not less in the aggregate than 1 ½ acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as an industrial park conservation area, or a blighted area or a conservation area, or a combination of both blighted areas and conservation areas" (65 ILCS 5/11-74.4-3(p)).

Section 5/11-74.4-3 defines a "blighted area" as:

"…any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where:

(1) If improved, industrial, commercial, and residential buildings or improvements are detrimental to the public safety, health, or welfare because of a combination of 5 or more of the following factors, each of which is (i) present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the improved part of the redevelopment project area: dilapidation; obsolescence; deterioration; presence of structures below minimum code standards; illegal use of individual structures; excessive vacancies; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage and overcrowding of structures and community facilities; deleterious land use or layout; lack of community planning; need for environmental remediation; or declining total equalized assessed value."

This report and its appendices summarize the analysis and findings of Teska Associates, Inc., the consultant to the City of Crystal Lake. Teska has prepared this report with the understanding that the City would rely on: (1) the findings and conclusions of this report in proceeding with the designation of the study areas as a "Redevelopment Project Area" under the Act; and (2) the fact that Teska has obtained the necessary information to conclude that the study area can be designated as a "Redevelopment Project Area" in compliance with the Act.

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Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: May 20, 2025

Item: Midwestern Higher Education Compact Cooperative Purchasing Program for Desktop and Laptop Computers

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute an agreement with Dell, Inc., for the purchase of forty-three (43) computer desktops and laptops in the amount of $38,312.53 through the Midwestern Higher Education Compact Cooperative Purchasing Program.

Staff Contact: Steve Weishaar, Director of Information Technology

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Background:

City Staff has annually recommended the replacement of a certain number of employee desktop computers based on the unit's age and performance. Every year, as a part of the budget preparation process, Information Technology staff review the City's inventory of computer equipment, in concert with long-term planning for equipment replacement, to determine the necessity for replacements during the next Fiscal Year. As a part of this review, age of the equipment, what role the equipment plays in the organization, and the types of repair orders received over the course of the unit's lifetime are all taken into consideration.

The typical replacement cycle for corporate desktop machines that are in continuous use is generally every four (4) to five (5) years. As a computer ages, particularly machines that are in continuous use, their electronic components deteriorate. The most noticeable result of this deterioration is a marked increase in component failures and a significant slowdown in the performance of the machine. As machines become slower and must be taken out of service more often for repairs, a significant impact on employee productivity can result.

The City's Capital Improvement Plan (CIP), as presented as part of the 2025 Budget, outlines the gradual replacement of the City's approximately 250 desktop computers. The CIP recommends that the City annually replace between 40 - 55 computers over the next five years. As a part of the FY25 budget, a total of forty-three (43) new and replacement desktop machines were identified. Most of the machines identified for replacement have already reached or will reach an age of at least five (5) years by the time they are replaced.

The Midwestern Higher Education Compact Cooperative Purchasing program has awarded a competitive RFP to Dell, Inc. for desktop and laptop computers. This Cooperative has been used

in previous years and has provided very competitive pricing and excellent service from purchases directly through Dell. The average price offered through this contract is well below the retail price (approximately 44% off the retail price) and is below the price of desktops machines purchased through the State Joint Purchase program.

The City has had significant experience with Dell hardware, both through desktop and laptop purchases in the past, as well as higher end server purchases for many years. We have been satisfied with the quality of the hardware Dell produces.

Sufficient funding is available in the FY25 budget for this project.

Recommendation:

It is the staff recommendation to purchase forty-three (43) computer desktops, laptops and monitors from Dell, Inc., in the amount of $38,312.53 through the Midwestern Higher Education Compact Cooperative Purchasing Program.

Votes Required to Pass:

Simple Majority

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is authorized to execute a contract with Dell, Inc., for the purchase of forty-three (43) computer desktops and laptops in the amount of $38,312.53, from the Midwestern Higher Education Compact Cooperative Purchasing Program.

DATED this 20th day of May, 2025.

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, Mayor

SEAL

ATTEST:

_____
City Clerk

PASSED: May 20, 2025
APPROVED: May 20, 2025

Draft

Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Jun. 11, 2025**.

You can download a copy of this quote during checkout.

Place your order

Quote Name:	**Annual Order Options**	Sales Rep	Nolan Moore
Quote No.	**3000189589523.1**	Phone	1(800) 4563355, 6186543
Total	**$38,312.53**	Email	Nolan.Moore@dell.com
Customer #	16209459	**Billing To**	STEVE WEISHAAR CITY OF CRYSTAL LAKE 100 W WOODSTOCK ST CRYSTAL LAKE, IL 60014-4262
Quoted On	May. 12, 2025		
Expires by	Jun. 11, 2025		
Contract Name	Dell Midwestern Higher Education Compact (MHEC) Master Agreement		
Contract Code	C000000979569		
Customer Agreement #	MHEC-04152022		
Deal ID	28340043		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Nolan Moore

Shipping Group

Shipping To

STEVE WEISHAAR
CITY OF CRYSTAL LAKE
100 W WOODSTOCK ST
CRYSTAL LAKE, IL 60014
(737) 240-3494

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Pro 16 (PC16250) BTX Base	**$1,013.70**	**2**	**$2,027.40**
Dell Pro 14 (PC14250) BTX Base	**$818.03**	**11**	**$8,998.33**
Dell Pro Slim Plus QBS1250	**$909.56**	**30**	**$27,286.80**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$38,312.53**
Shipping:	**$0.00**
Non-Taxable Amount:	**$38,312.53**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$38,312.53**



Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Shipping Group Details

Shipping To

STEVE WEISHAAR
CITY OF CRYSTAL LAKE
100 W WOODSTOCK ST
CRYSTAL LAKE, IL 60014
(737) 240-3494

Shipping Method

Standard Delivery

	Unit Price	Quantity	Subtotal
Dell Pro 16 (PC16250) BTX Base	**$1,013.70**	**2**	**$2,027.40**

Estimated delivery if purchased today:
May. 15, 2025
Contract # C000000979569
Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro 16 (PC16250) BTX Base	210-BPBF	-	2	-
Intel(R) Core(TM) 7 150U (10 cores, up to 5.4 GHz)	379-BGHH	-	2	-
Windows 11 Pro	619-BBQD	-	2	-
Magnetite color, textured finish	354-BBKB	-	2	-
16 GB: 1 x 16 GB, DDR5, 5600 MT/s (5200 MT/s with Intel Core processors)	370-BCMP	-	2	-
Integrated Intel(R) graphics for Intel(R) Core(TM) 7 150U processor	338-CRGC	-	2	-
Intel vPro Enterprise Management Not Offered	631-BCBH	-	2	-
512 GB SSD	400-BSKR	-	2	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	2	-
16", Touch, FHD+, 300 nit, 100% sRGB, Anti-Glare, FHD+IR Cam	391-BJPC	-	2	-
FHD HDR + IR Camera, Facial Recognition, TNR, Camera Shutter, Microphone	319-BBKH	-	2	-
English US backlit Copilot key keyboard with numeric keypad	583-BMQF	-	2	-
Intel(R) AX211 WLAN Driver	555-BLWM	-	2	-
Intel® Wi-Fi 6E (6 where 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth® 5.3 wireless card	555-BLLQ	-	2	-
3-cell, 55 Wh, ExpressCharge Capable, ExpressCharge Boost Capable	451-BDKX	-	2	-
65W AC adapter, USB Type-C	492-BDTG	-	2	-
No Fingerprint Reader	346-BLHC	-	2	-
E4 Power Cord 1M for US	537-BBDO	-	2	-
Quick Start Guide	340-DTVQ	-	2	-
Documentation	340-DNBV	-	2	-
ENERGY STAR Qualified	387-BBLW	-	2	-
Fixed Hardware Configuration	998-HMPH	-	2	-
Dell Additional SW - Dell Pro Laptop	658-BFVB	-	2	-
Dell Pro 16 Min Packaging Type-C	340-DSNJ	-	2	-
POD Label	389-EDJB	-	2	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	2	-

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Intel® Rapid Storage Technology Driver	409-BCYQ	-	2	-
Intel® Core™ i7 Label	389-FHKH	-	2	-
Onsite/In-Home Service After Remote Diagnosis, 1 Year	714-0169	-	2	-
Onsite/In-Home Service After Remote Diagnosis, 2 Year Extended	714-0179	-	2	-
Dell Limited Hardware Warranty	714-0313	-	2	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	2	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	2	-
		Unit Price	**Quantity**	**Subtotal**
Dell Pro 14 (PC14250) BTX Base		**$818.03**	**11**	**$8,998.33**

Estimated delivery if purchased today:
May. 15, 2025
Contract # C000000979569
Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro 14 (PC14250) BTX Base	210-BPBR	-	11	-
Intel(R) Core(TM) 5 120U (10 cores, up to 5.0 GHz)	379-BGGZ	-	11	-
Windows 11 Pro	619-BBQD	-	11	-
Magnetite color, textured finish	354-BBKD	-	11	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	11	-
16 GB: 1 x 16 GB, DDR5, 5600 MT/s (5200 MT/s with Intel Core processors)	370-BCMP	-	11	-
Integrated Intel(R) graphics for Intel(R) Core(TM) 5 120U processor	338-CRJM	-	11	-
Intel vPro Enterprise Management Not Offered	631-BCBH	-	11	-
256 GB TLC SSD	400-BSKQ	-	11	-
14", Non-Touch, FHD+, 300 nit, 45% NTSC, Anti-Glare, FHD+IR Cam	391-BJPJ	-	11	-
English US backlit Copilot key keyboard, 79-key	583-BMLQ	-	11	-
Intel(R) AX211 WLAN Driver	555-BMMG	-	11	-
Intel® Wi-Fi 6E (6 where 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth® 5.3 wireless card	555-BLLQ	-	11	-
3-cell, 55 Wh, ExpressCharge Capable, ExpressCharge Boost Capable	451-BDKX	-	11	-
65W AC adapter, USB Type-C	492-BDTG	-	11	-
No Fingerprint Reader	346-BLPB	-	11	-
E4 Power Cord 1M for US	537-BBDO	-	11	-
Quick Start Guide	340-DTVR	-	11	-
Documentation	340-DNBV	-	11	-
ENERGY STAR Qualified	387-BBLW	-	11	-
Fixed Hardware Configuration	998-HMPQ	-	11	-
Dell Additional SW - Dell Pro Laptop	658-BFVB	-	11	-
Dell Pro 14 (PC14250) Min Packaging, 65W, Type-C	340-DVZV	-	11	-
Intel® Core™ i5 Label	389-FHKG	-	11	-
POD Label	389-EDJB	-	11	-

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FHD HDR + IR Camera, Facial Recognition, TNR, Camera Shutter, Microphone	319-BBKH	-	11	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	11	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	11	-
Intel® Rapid Storage Technology Driver	409-BCYQ	-	11	-
Onsite/In-Home Service After Remote Diagnosis, 1 Year	714-0169	-	11	-
Onsite/In-Home Service After Remote Diagnosis, 2 Year Extended	714-0179	-	11	-
Dell Limited Hardware Warranty	714-0313	-	11	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	11	-
		Unit Price	**Quantity**	**Subtotal**
Dell Pro Slim Plus QBS1250		**$909.56**	**30**	**$27,286.80**

Estimated delivery if purchased today:
May. 19, 2025
Contract # C000000979569
Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
Fixed Hardware Configuration	998-HLLQ	-	30	-
Dell Pro Slim Plus QBS1250	210-BPPF	-	30	-
16GB: 1 x 16GB, DDR5, up to 5600 MT/s, non-ECC	370-BCWX	-	30	-
Integrated Graphics	490-BKSX	-	30	-
512GB SSD TLC	400-BSWX	-	30	-
1st M.2 2280 SSD Screw	773-BBBC	-	30	-
8x DVD+/-RW/RAM 9.5mm Slimline Optical Disk Drive	429-BBCG	-	30	-
Internal speaker	520-BBKW	-	30	-
No Wireless LAN Card	555-BLXL	-	30	-
No vPro(R) support	631-BCBP	-	30	-
Dell Pro Slim Plus QBS1250 with 260W PSU	329-BKSP	-	30	-
ENERGY STAR Qualified	387-BBLW	-	30	-
Intel(R) Core(TM) Ultra 5 235 vPro(R) (13 TOPS NPU, 14 cores, up to 5.0GHz)	338-CRZK	-	30	-
Documentation	340-DNBV	-	30	-
DAO Regulatory label for 260W PSU	389-FJYR	-	30	-
Driver/APP for IRST	658-BFTS	-	30	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	30	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	30	-
No Additional Add In Cards	382-BBHX	-	30	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	30	-
No Additional Video Ports	492-BCKH	-	30	-
Intel Core Ultra 5 Processor Label	389-FGFR	-	30	-
Desktop BTS/BTP Shipment	800-BBIP	-	30	-
Print on Demand Label	389-BDQH	-	30	-
No Option Included	340-ACQQ	-	30	-
Watch Dog SRV	379-BFYR	-	30	-

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Quick Start Guide	340-DTTZ	-	30	-
US/Canada Battery Warning Label	389-FKHG	-	30	-
Shipping Material (DAO)	340-DTSR	-	30	-
Shipping Label	389-BBUU	-	30	-
System Power Cord (Philipine/TH/US)	450-AAOJ	-	30	-
No Media Card Reader	379-BBHM	-	30	-
NO RAID	817-BBBN	-	30	-
Windows 11 Pro	619-BBQD	-	30	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	30	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	30	-
Dell Pro Slim Plus QBS1250	658-BFVK	-	30	-
CyberLink Media Essentials for Windows	430-XYIX	-	30	-
M.2 Caddy + ODD	325-BGHH	-	30	-
No Additional Add In Cards	382-BBHX	-	30	-
Dell Pro Keyboard and Mouse - KM5221W - US English - Black	580-BCCH	-	30	-
Mouse included with Keyboard	570-AADI	-	30	-
Dell Limited Hardware Warranty Plus Service	717-8784	-	30	-
ProSupport Plus: Accidental Damage Service, 3 Years	717-8804	-	30	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	717-8805	-	30	-
ProSupport Plus: 7x24 Technical Support, 3 Years	717-8806	-	30	-
ProSupport Plus: Next Business Day Onsite, 3 Years	717-8807	-	30	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	30	-

Subtotal:	**$38,312.53**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$38,312.53**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All products, pricing, and other information is based on the latest information available and is subject to change for any reason, including but not limited to tariffs imposed by government authorities. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: May 20, 2025

Item: Bid Award – Traffic Sign Fabrication System

Staff Recommendation: Motion to award the bid for a Traffic Sign Fabrication System to the lowest responsive and responsible bidder, IT Supplies, and adopt a Resolution authorizing the City Manager to execute a contract with IT Supplies in the amount of $42,699.99, execute change orders for up to 10% of the contract amount, and approve warranted completion date change orders relating to the contract

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

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Background:
The Public Works Department maintains approximately 7,570 signs throughout the City. These signs range from regulatory signs (stop, speed limit, parking regulations) to warning signs (stop ahead, intersection ahead), street name signs, and directional signs. The Department also fabricates temporary signs for a variety of uses and events (Planning and Zoning hearings, parade parking restrictions). The equipment used to fabricate these signs and banners is 10 years old, has reached the end of its service life, and the software and printer components need to be upgraded to meet current requirements. The new equipment will improve efficiency by decreasing the time it takes to fabricate a new sign.

On May 12, 2025, staff publicly opened and read aloud bids received for a Traffic Sign Fabrication System. The summary of bids is as follows:

Bidder	Amount
√ IT Supplies	$42,699.99
LexJet	$43,566.00
Grimco, Inc.	$48,043.50

√ Indicates recommended lowest responsible bidder

Recommendation:
The Public Works Department has reviewed all bids received for completeness and accuracy, in accordance with the invitation to bid document. Based on this assessment, City staff recommends awarding the Traffic Sign Fabrication System contract to the lowest responsive and responsible bidder IT Supplies, in the amount of $42,699.99.

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

City staff has reviewed the qualifications of IT Supplies. They have provided similar equipment to other public agencies. Funds are available in the Fiscal Year 2025 budget for this equipment.

Votes Required to Pass:
Simple majority

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE'S Public Works Department is responsible for the maintenance, repair and replacement of approximately 7,570 signs throughout the City; and

WHEREAS the equipment used to fabricate these and other signs is in need of replacement; and

WHEREAS the CITY received and publicly opened bids for a new Traffic Sign Fabrication System on May 12, 2025; and

WHEREAS the lowest responsive and responsible bidder is IT Supplies, Rolling Meadows, Illinois.

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

BE IT FURTHER RESOLVED that the bid for the Traffic Sign Fabrication System be awarded to the lowest responsive and responsible bidder, IT Supplies; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and IT Supplies for the Traffic Sign Fabrication System in the amount of $42,699.99; 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 20th day of May, 2025.

Draft

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: May 20, 2025
APPROVED: May 20, 2025

Draft

SCHEDULE OF PRICES

A. UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

Unit Price Item	Quantity	Price Per Unit
TRAFFIC SIGN FABRICATION SYSTEM Equipment, warranty, software, installation and training	1	$ 42,699.99

TOTAL CONTRACT PRICE:

fourty two thousand six hundred dollars (in writing) Dollars and 99 (in writing) Cents

42699 (in figures) Dollars and 99 (in figures) Cents

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

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

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

Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: May 20, 2025

Item: Proposal Award - Preliminary Engineering Services for the Main Street at Liberty Road Intersection Improvements

Appropriation of Motor Fuel Tax (MFT) funds for Preliminary Engineering Services related to the Main Street at Liberty Road Intersection Improvements

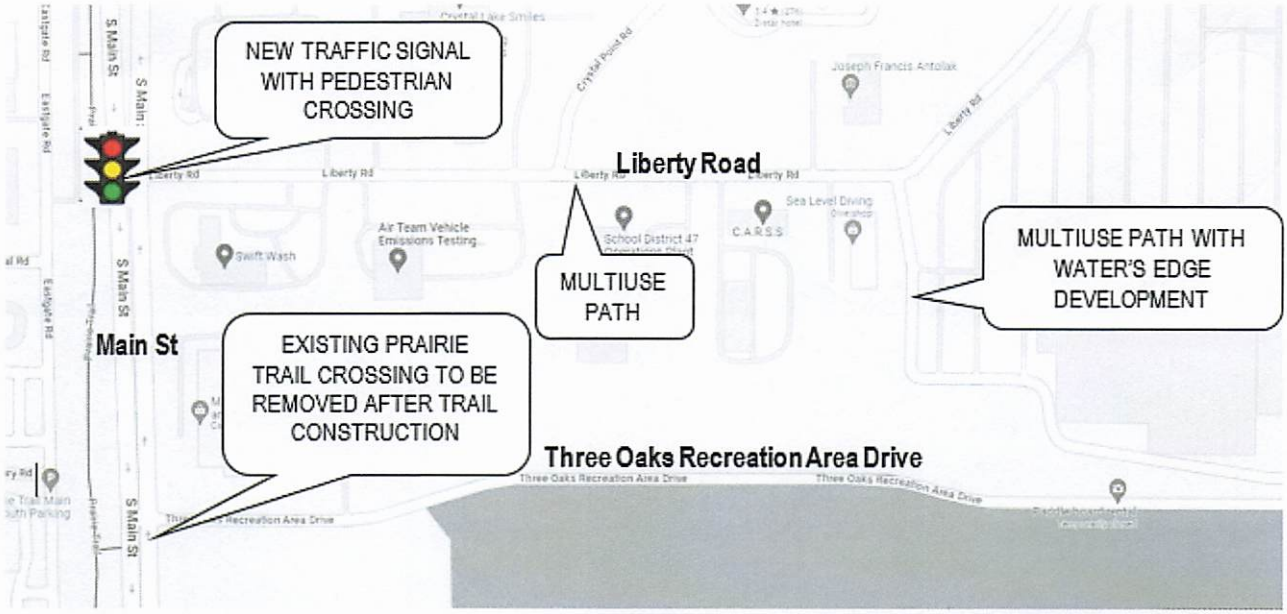
Staff Recommendation: 1) Motion to award the proposal for Main Street at Liberty Road Intersection Improvements preliminary engineering services to Hampton, Lenzini and Renwick (HLR) and adopt a Resolution authorizing the City Manager to execute an agreement with Hampton, Lenzini and Renwick for the Main Street at Liberty Road Intersection Improvements Preliminary Engineering Consultant Services in the amount of $136,699, approve warranted changes for up to 10 percent of the agreement cost, and to approve warranted completion date extensions

2) Motion to adopt a Resolution appropriating $151,000 in Motor Fuel Tax Funds (MFT) for Section 24-00138-00-BT for the Main Street at Liberty Road Intersection Improvements

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

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Background:
The intersection of Main Street and Liberty Road warrants the installation of a new traffic signal to improve safety. A proposed multiuse path is also included in the project along the south side of Liberty Road to connect users to a proposed multiuse path with the Waters Edge development. This path connects to the existing path along Three Oaks Recreation Area Drive. The current pedestrian crossing at Main Street and Three Oaks Recreation Area Drive will be removed after the signal and path are constructed on Liberty Road and after a path is constructed by a developer on the east side of S. Main Street connecting Berkshire Drive to Three Oaks Recreation Area Drive.



The City was awarded $1.5 million in Federal Surface Transportation funding for this intersection improvement to cover 80% of the construction and construction oversight. MFT funds will be used for the City's share of the improvement, estimated at $286,000. Construction is anticipated in 2028, pending approvals.

Given that the improvement project has been awarded federal funding, it will be processed through District One Illinois Department of Transportation Bureau of Local Roads and Streets (IDOT BLRS). The preliminary engineering phase plays a critical role in shaping the project, and the City requires a qualified and experienced engineering consultant to facilitate the approval process with IDOT efficiently.

Consultant Selection Process

The Engineering Division followed the City's Purchasing Policy to solicit proposals from consulting firms for the preliminary engineering services for this project. The City received proposals from five firms. The proposals were reviewed based on the consultants' technical approach, specialized expertise, staff capabilities, and firm experience. The evaluation is summarized below:

Main Street at Liberty Road - Preliminary Engineering

Proposal Ranking Excellent = 5 Very Good = 4 Good = 3 Acceptable = 2 Poor = 1 Unacceptable = 0	Committee's Relative Weight of Importance	Bowman		Clark Dietz		Fehr Graham		Gewalt Hamilton		Hampton, Lenzini and Renwick	
		Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating
Criteria	(1-10)										
Technical Approach	6	3.0	18.00	3.0	18.00	3.0	18.00	3.0	18.00	5.0	30.00
Specialized Expertise	7	1.3	9.33	2.3	16.33	1.3	9.33	1.7	11.67	5.0	35.00
Staff Capabilities	9	2.7	24.00	1.7	15.00	1.0	9.00	4.0	36.00	5.0	45.00
Firm Experience	8	1.0	8.00	2.0	16.00	2.0	16.00	1.7	13.33	5.0	40.00
Total Weighted Rating	30	59.33		65.33		52.33		79.00		150.00	
PROPOSAL RANKING		1.98		2.18		1.74		2.63		5.00	

The evaluation concluded that the proposal from Hampton, Lenzini and Renwick (HLR) received the highest ranking based on the established criteria. Their technical approach effectively addressed potential challenges and outlined feasible solutions. Moreover, the proposed project manager has 25 years of experience successfully managing federally funded projects through District One IDOT BLRS, including the City's N. Main Street improvement. Processing a preliminary engineering project through the IDOT District One process can be challenging. Therefore, a key requirement in selecting a consultant is a project manager that has extensive District One experience in leading preliminary engineering project through the IDOT approval process. The next highest ranked firms did not provide a project manager with IDOT District One preliminary engineering experience. Therefore, staff requested a cost proposal solely from HLR because of the demonstrated District One experience. After reviewing their proposal cost, staff has determined it to be appropriate based on what the City has paid for similar services in the past.

Recommendation:

This contract is being presented pursuant to a request for qualification process. Under such process, the contract is to be awarded to the vendor whose proposal "will be the most advantageous to the City." City staff has reviewed the proposals received, and determined that the recommended consultant is the most well-suited for the project.

Based on the proposals received, the City's evaluation criteria and the detailed review by staff, it is the recommendation of staff that HLR be selected for the prelminary engineering services. The engineering portion of this project is included in the Fiscal Year 2025 Capital Budget. The City has sufficient reserves in its MFT Fund for this project. Any MFT funds that are obligated through IDOT and not spent will be returned to the City's unobligated balance once the project is complete.

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS, the CITY OF CRYSTAL LAKE desires to participate in the construction of a new traffic signal at the intersection of Main Street and Liberty Road along with a new multiuse path along Liberty Road; and

WHEREAS, the CITY requires consultant preliminary engineering services; and

WHEREAS, proposals were publically solicited and reviewed resulting in a determination that Hampton, Lenzini and Renwick offered a proposal that is the most advantageous to the City.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute an agreement with Hampton, Lenzini and Renwick for preliminary engineering services in the amount of $136,699; and

BE IT FURTHER RESOLVED that the City Manager is authorized to approve warranted change orders for up to ten percent (10%) of the agreement value and to approve warranted time extensions.

DATED this 20th day of May, 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST

_____

CITY CLERK

PASSED: May 20, 2025
APPROVED: May 20, 2025

Draft

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
☐ Yes ☐ No

Resolution Type	Resolution Number	Section Number
Original		24-00138-00-BT

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type)
of Crystal Lake (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor).

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Main Street		FAU0124	at Liberty Road	

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,
1. That the proposed improvement shall consist of
Intersection improvement with a new traffic signal and multi-use path along Liberty Road

2. That there is hereby appropriated the sum of one hundred and fifty one Dollars ($151,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, _____ (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type)
of Crystal Lake (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by
Council (Governing Body Type) of Crystal Lake (Name of Local Public Agency) at a meeting held on May 06, 2025 (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6 (Day) day of May, 2025 (Month, Year).

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

Draft

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement?	Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.
Resolution Number	Enter the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box choose the type of resolution: - Original would be used when passing a resolution for the first time for this project. - Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. - Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement the resolution covers.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.
LPA Type	From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Contract or Day Labor	From the drop down choose either Contract or Day Labor.
Roadway/Street Improvements:	
Name Street/Road	Insert the name of the Street/Road to be improved. For additional locations use the Add button.
Length	Insert the length of this segment of roadway being improved in miles.
Route	Insert the Route Number of the road/street to be improved if applicable.
From	Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.
To	Insert the ending point of the improvement as it relates to the Street/Road listed to the left.
Structures:	
Name Street/Road	Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.
Existing Structure No.	Insert the existing structure number this resolution covers, if no current structure insert n/a.
Route	Insert the Route number on which the structure is located.
Location	Insert the location of the structure.
Feature Crossed	Insert the feature the structure crosses.
1	Insert a description of the major items of work of the proposed improvement.
2	Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().

Draft

Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the Clerk's signature.
Seal	The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office OR email PDF completed form with electronic signatures to your local District LRS office.
Following IDOT's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District

Draft

Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date: May 20, 2025

Item: Amended Financial Policies and Code Amendments

Staff Recommendation: Motion to:
1. Adopt an Ordinance amending certain sections of the City Code; and
2. Adopt a Resolution to approve the amended Financial Policies.

Staff Contact: Jodie Hartman, Director of Finance

Background:

The City maintains a comprehensive set of Finance Policies, covering a multitude of topics such as purchasing, debt management, fund balance and investments. Most of the policies were adopted formally in 2014. A comprehensive review was performed in 2024, with revisions and additional policies approved by the City Council on June 4, 2024. In order to keep the policies relevant, complete and in line with industry best practices, Staff plans to review each policy annually for recommended changes. Staff has prepared revisions to the Finance Policies for Council consideration. These include:

AFFECTED POLICY	RECOMMENDED CHANGE
Purchasing Policy	Address unauthorized expenditures
Travel & Training Policy	Address meal delivery services, tips and surcharges
Surplus Property Disposal Policy	Authorize the City Manager to dispose of surplus property under certain circumstances
Budget Policy	Amend the language for budget amendments to match the State Statute language
Definitions	Add definitions for “Budget Object Class” and “Personal Property”

It is further recommended that the City Code be amended in order to provide for electronic submission of bids and proposals.

No new policies are recommended at this time, nor is the deletion of any policies. The full list of financial policies presented as a comprehensive package at this time include:

- Purchasing
- Travel and Training
- City Credit Card
- Petty Cash
- Accounts Payable and Vendor Disbursements
- Accounts Receivable and Collections (including detection of Red Flags)
- Cash Receipts (prohibits storage of credit card data)
- Grant Management
- Donation Acceptance
- Economic Development Incentives
- Surplus Personal Property Disposal
- Annual budget (including fund balance targets)
- Debt Management (including post-issuance and continuing disclosure requirements)
- Investments
- Fraud Reporting
- Accounting and Financial Reporting
- Capital Assets

City special legal counsel has reviewed and approved the corresponding ordinance and resolution.

Votes Required to Pass:

Simple majority

Ord.

ORDINANCE AMENDING VARIOUS SECIONS OF THE CODE OF ORDINANCES OF THE CITY OF CRYSTAL LAKE

WHEREAS, Section 102-3(A)(3) of the Code of Ordinances of the City of Crystal Lake (the "City Code") Code requires bids to be submitted in sealed envelopes, for opening only at the time and place designated in the invitation for bids; and

WHEREAS, Section 102-3(B)(2)(b) requires proposals to be submitted in sealed envelopes; and

WHEREAS, amending sections 102-3(A)(3) and 102-3(B)(2)(b) to allow the City to accept electronic bids and proposals reduces turnaround time, giving vendors ample opportunity to respond quickly, easily, and most important, securely before the solicitation closes. Electronic submissions are kept securely sealed until the close date has arrived, at which time only those with authorization can open and review responses. Furthermore, electronic submissions also makes utilizing other procurement tools such as online response evaluation and contract management much more seamless.

Draft

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, MCHENRY COUNTY AND STATE OF ILLINOIS, THAT:

Section 1. The foregoing recitals are hereby incorporated into and made a part of this Ordinance as if fully set forth.

Section 2. Section 102-3(A) (3), *Sealed Bids,* of the City Code is hereby amended as follows:

[*Deletions are shown as strikethroughs, additions are underlined in bold font]*

3. Sealed bids. Bids must be submitted in sealed envelopes **or submitted electronically using a secure bid service provider designated by the City**, for opening only at the time and place designated in the invitation for bids

Section 3. Section 102-3(B) (2) (b), *Submission of Proposals,* of the City Code is hereby amended as follows:

[*Deletions are shown as strikethroughs, additions are underlined in bold font]*

(b) Submission of proposals. Proposals must be submitted in sealed envelopes **or submitted electronically using a secure bid service provider designated by the City**. All proposals shall be handled so that the identity of the proposers and contents of the proposals remain confidential during the process of negotiation. A register of proposals shall be prepared containing the name of each proposer, the number of modifications to a proposal received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after the conclusion of negotiations and award of a contract.

Section 4. That this Ordinance shall be in full force and effect from and after its passage and approval according to law.

Section 5. That all Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

DATED at Crystal Lake, Illinois this 20th day of May, 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Hammonds, CITY CLERK

PASSED: May 20, 2025
APPROVED: May 20, 2025

Draft

Res.

RESOLUTION

WHEREAS, the City Council has adopted Financial Management Policies to provide guidance and oversight for financial transactions to City staff and officials which are consistent with Code of Ordinances of the City of Crystal Lake (the "City Code"); and

WHEREAS, the current Financial Management Policies were adopted by the City Council on June 4, 2024 which were consistent with the provisions of the City Code which were then in effect. (Resolution #2024R-76); and

WHEREAS, the Government Finance Officers' Association recommends financial and accounting policies and procedures be evaluated annually and updated periodically; and

WHEREAS, the City Council has found and determined that it is necessary and in the best interest of the City and its residents to update the Financial Policies of the City in order to create consistency between the Financial Management Policies and current practices.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, MCHENRY COUNTY AND STATE OF ILLINOIS, THAT:

Section 1. The Council hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by reference.

Section 2. The Council and the City hereby approves and adopts the amended Financial Management Policies dated May 20, 2025.

Section 3. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed and this Resolution shall be in full force and affect forthwith upon its adoption.

Draft

Adopted this 20th day of May, 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Hammonds, CITY CLERK

PASSED: _____ 2025
APPROVED: _____, 2025

Draft

Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date: May 20, 2025

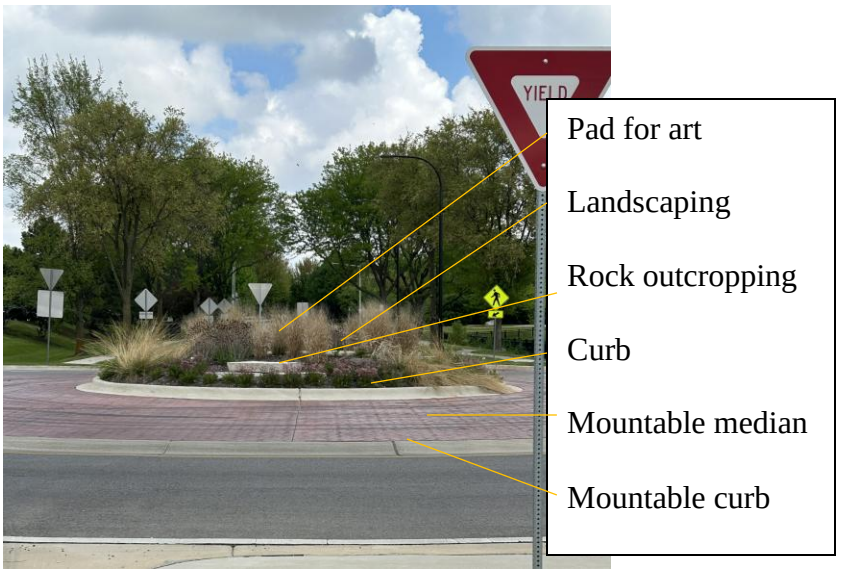
Item: Proposal Award – Congress Parkway Roundabout Art Sculpture Project

Staff Recommendation: Motion to award the proposal for the Congress Parkway Roundabout Art Sculpture Project to the most qualified, responsible, and responsive proposer, Erik Blome (Figurative Art Studios, LLC d/b/a Artist Co.), and adopt a Resolution authorizing the City Manager to execute an agreement with Erik Blome (Figurative Art Studios, LLC d/b/a Artist Co.) in the amount of $50,000 with a 10% contingency for changes in scope and approve warranted completion date extensions.

Staff Contact: Kathryn Cowlin, Director of Community Development
Darrell Moore, Assistant City Planner
Nick Hammonds, Deputy City Manager

Background:

City staff designed the roundabout at Congress Parkway and Exchange Drive to include a concrete pad for the eventual placement of an art piece. This was in response to a desire for more public art displays. Roundabout art has been successfully implemented in several communities. The roundabout design also includes a mountable interior surface (red stamped concrete) that is meant to be driven on by larger vehicles. The interior surface is then bounded by a curb, raised landscaping and rock outcroppings. The roundabout



construction was completed in 2023 with a concrete pad in the center for artwork and electric utilities for up-lighting.

The City adopted the Public Arts Commission in 2023 to enhance art in the community, and the Commission was tasked with contacting local artists, reviewing proposals, and recommending an art sculpture for the City Council's consideration. Funds were placed in the FY 2025 capital budget to complete the roundabout art sculpture project. While this proposal was budgeted and illustrated in the FY 2025, the Public Arts Commission is working on future fundraising efforts for future art installations.

The City contacted local artists, McHenry County College, and arts organizations such as the Illinois Arts Council to garner interest in the project. No responses were received from MCC or the Arts Council after several attempts to contact each organization. The City issued three Requests for Proposals (RFP) for the roundabout sculpture project. Only one proposal was received in response to each of the first two RFPs. The City then issued a third RFP in January 2025.

Consultant Selection Process:

City staff followed the City's Purchasing Policy to solicit proposals from artists for this project. The City received proposals from three artists: Julie Nagle, Carrie Fischer, and Erik Blome. The City's Public Arts Commission reviewed the proposals and interviewed the artists to review their proposed concept, cost, and timeline. The three proposals were ranked based on four qualification factors (scale 1-5 with 5 being the highest) and cost to determine which artist's proposal provided the best value for the City. The results of the ranking process are depicted below:

Roundabout Sculpture Review

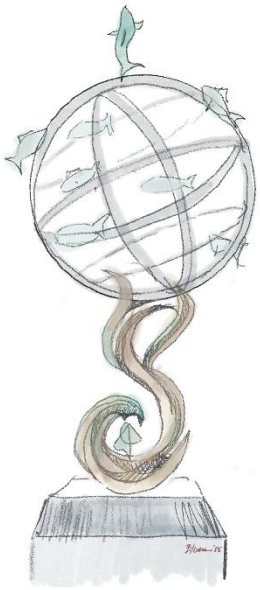
Proposal Ranking Excellent = 5 Very Good = 4 Good = 3 Acceptable = 2 Poor = 1 Unacceptable = 0	Committee's Relative Weight of Importance	Carrie Fisher		Julie Ann Nagle		Erik Blome	
Criteria	(1-10)	Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating
Project Scope: Does the consultant have a good understanding of the scope of work? Will the proposal fit the roundabout in terms of being visable and something that can be seen without walking up close to the structure?	9	4.6	41.40	3.6	32.40	4.8	43.20
Project Examples: Are the examples relevant? Are they impressive?	6	3.8	22.80	3.2	19.20	4.6	27.60
References: Are they pertinent and aligned with the proposed scope?	7	4.0	28.00	4.0	28.00	4.8	33.60
Qualifications: Has the consultant demonstrated experience, relevant experience in project examples, and good performance.	8	4.8	38.40	4.6	36.80	4.8	38.40
Total Weighted Rating	30		130.60		116.40		142.80
PROPOSAL RANKING		4.35		3.88		4.76	
Cost		$86,000.00		$50,000.00		$50,000.00	
Relative Cost Ranking (Formula) (2.5 = avg. cost, points awarded/deducted for fee compared to avg) Avg. cost = $62000		1.53		2.98		2.98	
TOTAL VALUE RANKING =		2.94		3.43		3.87	

The Proposed Art Sculpture:

The proposal submitted by Erik Blome received the highest value ranking by the Public Arts Commission. The justification for the ranking include: 1. The artist has years of experience sculpting similar art pieces in 28 states and internationally; 2. The proposed art piece highlights the history of Crystal Lake; and 3. The cost of the project is within the City's budget.

Mr. Blome submitted an art concept that uses a transparent globe feature, similar to an art piece he created for the Mount Prospect Library. The Public Arts Commission noted in their review of proposals that this concept makes sense in a roundabout as vehicles encircle the art piece, leaving no obstructed view of the sculpture. The following table summarizes key elements of the recommended art sculpture:

Element	*Artist's Proposal*
Art Concept	History of Crystal Lake (fish elements), peace, holding up the world.
Dimensions	14 ft. tall. X 8 ft. wide.
Materials	The globe is stainless steel. All other elements bronze. Stone base pedestal.
Timeline	One year.
Maintenance Needs	Waxing and cleaning annually. Approximate cost is $400. Artist proposes to wax and clean annually free of charge.





The proposed cost includes the delivery and installation of the sculpture. Mr. Blome is a local artist and plans to provide the cleaning service for the sculpture on his own. He has submitted a maintenance and cleaning program for the City in the event that the City must secure a contractor for these services. Maintenance and cleaning is estimated to cost $400 per year.

City Special Legal Counsel has drafted the proposed agreement for the artist's signature. The agreement includes checkpoint dates for payment installments. The installments will be made in three phases:

Payment 1:	$25,000 upon signature of the contract for material procurement.
Payment 2:	$12,500 upon completion of casting and fabrication, completion of the globe and pedestal elements. Estimated payment in spring 2026.
Payment 3:	$12,500 paid after final installation is completed in 2026.
Total Cost:	**$50,000**

The base (pedestal) will need to be fabricated by others and is estimated to cost $2,500. This will be a separate contract. Therefore, the total could be up to $55,000 with a 10% contingency.

City staff proposes additional lighting for the sculpture after installation in 2026. The roundabout center is equipped with electric utilities to up-light the sculpture. In addition, lighting on the sculpture will help to deter potential vandals or graffiti artists.

Recommendation:

This contract is being presented pursuant to the request for proposal process. Under this process, the contract is to be awarded to the vendor whose proposal will be the most advantageous to the City. City staff has reviewed the proposals received, and determined that the recommended proposer best meets the requirements for the project.

Based on the proposals received, interviews, and qualifications, the Public Arts Commission recommended the proposal submitted by Erik Blome (Figurative Art Studios, LLC d/b/a Artist Co.) for the roundabout art sculpture project. The City and the Public Arts Commission reviewed Mr. Blome's prior work and contacted references, receiving positive responses regarding Mr. Blome's artwork.

The City budgeted sufficient funds in the FY 2025 capital budget for the procurement and installation of an art sculpture at the Congress Parkway and Exchange Drive roundabout. However, the project timeline is one year from contract execution to completion, with payment installments at three milestone checkpoints. Staff's recommendation is to authorize the agreement allowing the initial payment of $25,000, a progress payment of $12,500, and the final $12,500 upon installation.

While the initial $25,000 installment and $12,500 progress payment will be paid in FY 2025, the entire expense will be posted to the FY 2026 budget because the expense is posted based upon the date the artwork installation is completed. This will not affect timely payments to the contractor, but it will affect how the cost is shown in the budget. Therefore, the City will need to re-budget the full $50,000 to the FY 2026 budget.

Votes Required to Pass:

Simple Majority

Res. 25R-___

RESOLUTION

WHEREAS, the City designed the Congress Parkway and Exchange Drive Roundabout for the future placement of a sculpture; and

WHEREAS, the City values artwork and adopted a Public Arts Commission to identify artists, art pieces, and locations to place artwork in the community; and

WHEREAS, proposals were publically solicited and reviewed from artists for the commissioning of a sculpture to be placed at the Roundabout; and

WHEREAS, Erik Blome (Figurative Art Studios, LLC d/b/a Artist Co.) offered a proposal that is the most advantageous to the City.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute an agreement between the CITY OF CRYSTAL LAKE and Erik Blome (Figurative Art Studios, LLC d/b/a Artist Co.) for the Congress Parkway and Exchange Drive Roundabout Sculpture Project in the amount of $50,000.00; and

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

DATED this 20th day of May, 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:

_____

Haig Haleblian, MAYOR

Draft

SEAL:
ATTEST:

_____
CITY CLERK

PASSED: May 20, 2025
APPROVED: May 20, 2025

Draft

AGREEMENT FOR COMMISSION OF PUBLIC ARTWORK

THIS AGREEMENT FOR COMMISSION OF PUBLIC ARTWORK ("***Agreement***") is entered into as of _____, 2025 by and between Erik Blome (Figurative Art Studios, LLC d/b/a Artist Co.) ("***Artist***") and the **CITY OF CRYSTAL LAKE**, an Illinois municipal corporation ("***City***").

IN CONSIDERATION OF, and in reliance upon, the mutual covenants and agreements set forth herein, the parties agree as follows:

SECTION 1. Recitals.

A. The City seeks to place a piece of public artwork in a City roundabout and artists have submitted proposals for consideration in such competition.

B. The Artist submitted a responsive proposal (the "***Proposal***") for creation of a piece of public artwork as more specifically described and depicted in Exhibit A hereto (the "***Artwork***").

C. The Artist's Proposal was selected as the winning submission based upon the quality of the Proposal and the proposed Artwork, as well as the Artist's work, skills, and qualifications, all of which make the Artist uniquely qualified to create the Artwork.

D. The City now desires to commission the Artist's completion of the Artwork, consistent with the Proposal, for initial installation and public display at the Congress Parkway and Exchange Drive Roundabout, subject to the terms and conditions of this Agreement. The City further desires to acquire ownership of the finished, installed Artwork and associated intellectual property rights to serve as an amenity to the City Hall.

E. The City and the Artist desire to perform under the terms and conditions set forth in this Agreement.

SECTION 2. Artist's Responsibilities.

A. The Artist shall perform all services and furnish all supplies, materials, and equipment necessary to complete fabrication, delivery, and initial installation of the finished Artwork in substantial conformity with the Proposal. All work shall be performed in a professional manner and in compliance with the terms and conditions of this Agreement.

B. The Artist shall create and deliver to the City a bronze sculpture of stainless globe with bronze elements (see exhibit A attached). Upon signature of this contract, Artist will proceed to enlarge the design into a clay sculpture and stainless steel fabricated globe at scale. The Artist will provide photos of the final elements of the sculpture and the City will have five (5) business days to respond (in writing) to the Artist with either a rejection or approval. The Artist will respond with changes to the final sculpture within fourteen (14) business days and the process will continue in good faith until both parties arrive at an agreeable solution. In the event the City fails to respond within the allotted time, the sculpture will be deemed approved by the City. The Artist will show

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the City pictures or video of the enlarged sculpture in clay prior to bronze casting. The City will also be provided with access to the Artist's studio for viewing the clay sculpture elements prior to bronze casting and will have the right to reject the finished sculpture only if it is materially different from the approved drawing plan. Finally, the Artist will cast the sculpture elements in bronze and will provide access to the foundry or studio for viewing prior to delivery. The Artist will deliver the Artwork. The City, at City's expense, shall coordinate with the Artist to install appropriate footings (plaza). The Artist will provide specifications for the sculpture (size and weight) so that the City can have the footings properly designed.

C. The Artist shall be responsible for completing the Artwork in substantial conformity with the Proposal. The City shall have the right to review the Artwork during fabrication upon reasonable notice to the Artist. Unless otherwise authorized by the City, the Artist may not fabricate the Artwork at the Congress Parkway and Exchange Drive Roundabout or on City property prior to its delivery for installation.

D. The Artist shall be responsible for transporting and delivering the Artwork to the City Hall at a time mutually agreed to by the parties.

E. Unless otherwise agreed by the parties, the Artist shall be responsible for initial installation of the Artwork at Congress Parkway and Exchange Drive Roundabout in the specific location designated by the City, including provision of all materials required for installation and display of the Artwork, such as a frame, mat, display case, base, and/or mounting equipment, as appropriate. The Artist shall complete, or cause the completion of, the Artwork's initial installation in the manner directed by, and subject to the oversight and approval of, the City or its designated representative and in a professional and workmanlike manner.

F. The Artist shall complete the fabrication, delivery, and initial installation of the Artwork by the following dates:

i. ***[DATE]*** – Provide update to the City showing completion of the clay and globe elements of the Artwork.

ii. ***[DATE]*** – Provide update to the City showing completion of the casting and fabrication of the Artwork.

iii. May 15, 2026 – Deliver and install completed Artwork to the Congress Parkway and Exchange Drive Roundabout.

The parties shall cooperate to schedule site preparation work, delivery of the Artwork, and initial installation work in order to ensure compliance with the deadlines stated above.

G. The Artist shall provide to the City a description of the materials, processes, and products used in creation and installation of the Artwork along with recommendations for care, upkeep, and maintenance of the Artwork after installation.

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H. The Artist will attend the public unveiling of the Artwork on a date mutually agreed upon by both parties and will provide educational information, interviews, and materials relating to the Artwork as reasonably requested by the City.

SECTION 3. City Responsibilities.

A. The City shall designate the specific location for initial installation of the Artwork within the Congress Parkway and Exchange Drive Roundabout and shall prepare the installation site, including any display lighting that is not an integral part of the Artwork, in accordance with the specifications detailed in the Proposal and such other reasonable specifications as may be agreed to by the parties prior to installation. The City will provide all services and furnish all supplies, materials, and equipment necessary to complete the site preparation work in accordance with this section. The Artist may inspect the installation site and site preparation work during regular business hours upon reasonable notice to the City.

B. The City shall provide the Artist with access to the installation site on such dates and times as the parties may mutually agree for delivery and installation of the Artwork.

C. Any use by the City of photographic image(s) of the Artwork will contain an appropriate credit to the Artist ("Sculpture © Erik Blome"). Photographs can be used by the City to promote the City directly through publications, social media, and brochures of the City, but any other use (such as commercially by third parties) will require the written consent of the Artist, which consent shall not be unreasonably withheld.

D. The City shall credit the Artwork as a product of the Artist, at all times ascribing the Artwork as created by the Artist. A permanent bronze plaque (can be provided by Artist at additional cost) stating: "Sculptor: Erik Blome" and the date of installation shall be affixed to a designated place by the Artist. The Artist shall consult with the City regarding its placement and contents.

E. The City and the Artist shall consult with each other regarding specifications and template for the foundation.

F. The City will treat the Artwork at all times with dignity and respect, as it is a reflection of the Artist, the City, and the subject matter. The City will maintain the integrity of the Artwork after installation, including routine maintenance, and will not alter the Artwork at any time. The City will comply with all Federal VARA (Visual Artists Rights Act) laws and understands that they pertain to this original work of fine art. The City will inform the Artist or their estate of any future sale of the artwork, and all copyright and VARA stipulations in this Agreement will transfer to each successive owner into perpetuity.

SECTION 4. Approval and Acceptance; Payment.

A. Artist shall notify the City in writing when Artist has completed fabrication, delivery, and initial installation of the Artwork.

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B. Following such notice, the City shall promptly inspect the Artwork and its installation and shall thereafter promptly give the Artist written notice of the City's final approval and acceptance if the City, in its reasonable discretion, determines that the fabrication, delivery, initial installation of the Artwork was completed in a timely and satisfactory manner and in substantial conformity with the Proposal and this Agreement. The City shall not unreasonably withhold its final approval and acceptance.

C. In consideration of the full payment of $50,000, the Artist agrees to transfer to the City all ownership right, title and interest in the Artwork, except reproduction, copyright and VARA rights, which are reserved to the Artist. Upon execution of this agreement, the City shall pay the Artist a fixed fee of $25,000. Upon receiving approval by the City of completion of the casting and fabrication of the Artwork, the City shall pay the Artist a fixed fee of $12,500. Upon final acceptance of the Artwork, the City shall pay the Artist a fixed fee of $12,500 ("***Payment***"), which shall constitute full and complete compensation for the City's acquisition of the Artwork, the licenses described in Section 5 of this Agreement, and all services performed and material furnished by the Artist under this Agreement. Title to the Artwork shall pass to the City upon the City's final acceptance of the Artwork and delivery of the Payment to Artist. Contemporaneous with, and as a condition to, the City's delivery of the Payment to the Artist, both parties shall execute a Bill of Sale and License Agreement in the form attached hereto as Exhibit B.

SECTION 5. Display of the Artwork; Reproductions; Intellectual Property Rights.

A. The parties acknowledge and agree that the City has commissioned fabrication of the Artwork by the Artist based on the Artist's Proposal for the purpose of having the Artwork initially installed in the Congress Parkway and Exchange Drive Roundabout for public display. The Artist acknowledges and agrees that, notwithstanding any rights of the Artist to the contrary, the City shall have the right to maintain the Artwork as originally installed, to relocate or reinstall the Artwork at another site or location, to remove the Artwork from display, to repair, maintain, or alter the Artwork, and/or to dispose of the Artwork as surplus property in accordance with 65 ILCS 5/11-76-4.

B. The parties further acknowledge and agree that the Artwork is intended to be an original, unique work of art to highlight the history of the City of Crystal Lake and provide an aesthetically pleasing piece of artwork in the Congress Parkway and Exchange Drive roundabout. Accordingly, the Artist agrees not to create any exact duplicate reproductions of the final Artwork, nor shall the Artist grant permission to others to do so without the City's prior written consent. However, nothing shall prevent the Artist from creating other original works in a similar manner or style of artistic expression.

C. In recognition of the purposes for which the Artwork was commissioned and created as described above, the Artist shall grant the City licenses for the public display, reproduction, and distribution of the Artwork, including an exclusive right to reproduce the Artwork or images or depictions thereof for sale or compensation for a period of twenty years, all as more specifically set forth in the Bill of Sale and License Agreement attached hereto as Exhibit B.

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SECTION 6. Artist's Representations and Warranties. Artist represents and warrants to the City that:

A. The Artwork is solely the result of the artistic effort of the Artist. The Artwork is unique and original and does not infringe upon any copyright or other rights of any person.

B. The Artist has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the Artwork, any element thereof, or any copyright or other rights related thereto which would affect or impair the rights to be granted to the City pursuant to this Agreement.

C. The Artist shall perform this Agreement in accordance with all applicable federal, state, and local laws, regulations, and ordinances and with all necessary and appropriate professional care, skill, and diligence. The Artist will fabricate, deliver, and install the Artwork in accordance with professional and workmanlike standards and free from defective or inferior materials, workmanship, or conditions.

SECTION 7. Risk of Loss; Waiver of Claims.

A. Until the City's final approval and acceptance of the Artwork, any injury to property or persons caused by Artist's Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artwork are the sole risk and responsibility of the Artist, including, but not limited to, any loss occurring during the design, fabrication, storage, transportation, delivery, or initial installation of the Artwork, regardless of where such loss occurs.

B. Artist hereby waives, releases, and fully discharges any and all claims (except claims for breach of this Agreement) that Artist may have against the City, including its officials, agents, volunteers, and employees, arising out of, in connection with, or in any way associated with the Artist's fabrication, delivery, or installation of the Artwork pursuant to this Agreement.

SECTION 8. GENERAL PROVISIONS.

A. **Assignment.** This Agreement may not be assigned by the City or by the Artist without the prior written consent of the other party.

B. **Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (4) by email. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt; or (d) one business day after transmission by email. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

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Eric Helm, City Manager
City of Crystal Lake
100 W. Woodstock
Crystal Lake, IL 60014
Email: ehelm@crystallake.org

Notices and communications to the Artist shall be addressed to, and delivered at, the following address:

Erik Blome (Figurative Art Studios, LLC d/b/a Artist Co.)
274 Ash Street
Crystal Lake, IL 60014
Email: emblome@gmail.com

C. **Time.** Time is of the essence in the performance of this Agreement.

D. **Governing Laws.** This Agreement shall be governed by, construed, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

E. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Agreement.

F. **Waiver.** Neither the City nor the Artist shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the City or the Artist to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the City's or the Artist's right to enforce such rights or any other rights.

G. **Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

H. **Headings.** The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

I. **Exhibits.** Exhibits A through B are attached to and, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

J. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

DRAFT

K. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ERIK BLOME (FIGURATIVE ART STUDIOS, LLC D/B/A ARTIST CO.)

Signed: _____

Print Name: _____

Attest: _____

CITY OF CRYSTAL LAKE

By: _____
City Manager

Attest: _____
City Clerk

DRAFT

EXHIBIT A

Description and Conceptual Drawing or Rendering of Artwork

DRAFT

EXHIBIT A

Proposal for Crystal Lake Roundabout
Erik Blome, Sculptor

First, I want to create a beautiful thing to look at that is made of bronze and stainless steel and will last forever. Second, I want to build on my successes in other locations with my "globe" sculptures which are very popular in Mount Prospect and elsewhere. I want to create a sculpture customized for Crystal Lake that says "Lake" and has an aspirational feel. Attached is a sketch which shows the elevating base made of bronze and the stainless steel globe above it. I have included picture examples of my work in Mount Prospect.

TIMEFRAME
I can create this sculpture from start to finish, and install it for you with a hired local crane operator in approximately 8-10 months from the point of contract. It will be worked on to perfection and every aspect of it done professionally. It will also be cast right here in Mchenry County at my own bronze foundry and studio in an industrial area of Woodstock. It will be fabricated using 316 marine grade stainless steel from Chicago Metal Corp.

Budget:
I have viewed the roundabout and a significant sculpture is needed to match the circle. My design will not obstruct views and will have a "see through" quality and due to the elevated and in the round abstract quality of it (with some realistic touches) will be attractive to drive around just as a natural tree can be but with artistic interest as well and in-the-round.
Here are two possible sizes with corresponding prices for sculpting, casting into bronze, welding, assembly, coloring, coating, and installation. I recommend the larger size for impact WOW.. The smaller would be a minimum for that space.

8 foot diameter globe at 14 foot tall total height of piece:
$50,000
Installation: $2500 (includes the crane and hardware)

6.5 foot diameter globe piece at 13 foot tall total height of piece:
$43,000
Installation: $2500 (includes the crane and hardware)

Other costs:
It will need a base of either attractive stone or concrete that I can provide a sketch for or work with the City on. The price for this will depend on what exists in the center of the circle but the footprint of it will only be about 30 inches square and 3-4 feet tall. A local mason could pour this or create a limestone clad cube of sorts. I could also order a polished granite base for it that could be set on a cement slab. Granite would be roughly 2000 dollars delivered to Crystal Lake and created in Vermont at a large quarry.

ERIK BLOME

274 Ash Street, Crystal Lake, IL 60014 T 925-408-3446. emblome@gmail.com

Education:

The University of Chicago , Chicago, IL 2013-16. MPP 2017.
The Royal College of Art, London (Rotary Scholar) 1993 P.E.P. Diploma Drawing/Sculpture. 1993.
Boston University, Boston, MA. M.F.A. Sculpture 1991-1992.
The University of Michigan, Ann Arbor, MI. B.F.A. 1985-1989.
The University of Michigan, New England Literature Program. Student 1986. Staff 1987-1989.

Teaching Experience:

Boston University, Boston, MA 1991-1992. Undergraduate teaching assistant for sculpture classes.
Royal College of Art, London U.K. 1993
Taught advanced figure drawing and basic drawing classes in the drawing studio to post-graduates and professionals, as well as continuing students.
Figurative Art Studio LLC, Crystal Lake, IL 1994-1997
Started and built this sculpture studio emphasizing skills and sculpture techniques through periodic workshops and classes. This also is the studio space where large-scale commissions completed.
North Shore Art League, Winnetka, IL 1994-1999 Figure sculpture class for all levels.
The School of the Art Institute of Chicago, Chicago, IL 1994-1999
Conceived, taught and organized the "Heads Course"; a course each summer that focused on clay modeling and carving of heads, as well as drawing. Developed a curriculum that incorporated guest artists, a plastic surgeon and lectures given by anatomists.
Elgin Community College, Elgin, IL 2005
Taught a bronze casting and sculpture course in which students created and poured their own small bronze sculptures.
McHenry County College, Crystal Lake, IL 2003-2007
Developed a program and curriculum for teaching life-drawing to a class of approximately 20 students each semester. The class contained both beginning and advanced students so the curriculum was devised to accommodate both. Contemporary and innovative approaches to drawing.
Academy of Art University, San Francisco, CA. December 2007-January 2011
Full-time faculty member. Taught all aspects of site-specific monument design, bronze casting, public art, and figure sculpture to graduate students and undergraduate students alike. Taught foundations sculpture, anatomy ecorche, and developed a public art sculpture class for students to design large- scale and conceptual bronze pieces to be placed in public spaces. Class included on-site planning, presentations, and working with the architecture department as well as outside placements of student pieces. Created a permanent public art piece, a nine foot bronze door, with student collaboration. Wrote syllabi, and performed graduate advising.
Helwan University, Cairo Egypt. Fulbright Scholar. Department of Applied Art Sculpture, Architecture and Restoration. December 2011-June 2012. Full-time. Taught bronze casting, 3D technologies, portrait drawing, and public art to Applied Art Sculpture and Restoration

students. Took part in Symposium on Democracy, and was admitted to and took part in the 6-week long annual Aswan International Sculpture Symposium. Created permanent monumental granite sculpture ("Aswan Birds") for Basma Hotel in Aswan Egypt.

Other Professional Experience:
Figurative Art Studio LLC. Owner. 1997-2020. High profile full service bronze sculpture studio with high profile projects in 20 U.S. states, Canada, and the Bahamas. Large public and private budgets, collaborations with multiple players and interests including owners, architects, public officials and the public itself.

When I Grow Up I Want to Be, Inc. Co-founder and Director. a 501C3 organization that brings art supplies, educational artistic skills-based workshops, and artists, to Ethiopian schools and youth organizations on a yearly basis.

Las Palomas Residencia, Velez Rubio, Spain. 2023-Present. Co-founder and Director. A complex of buildings in the Velez region of Spain that serves as a temporary residence for artists to focus on their works while experiencing historical Spain and working and living in a 1903 Manor House in the center of a Pueblo.. Competitive applications are welcomed from all over the world.

Honors:

- **U.S. Fulbright Specialist Grant 2023 to KNUST, Ghana (Kwame Nkruma University of Science and Technology**) to teach bronze casting and monument building.
- **U. S. Fulbright Scholar Core Program Teaching Grant** to Uganda 2021 (6 months).
- **U.S. Fulbright Specialist Grant**, Nagenda International Academy of Art And Design, Kampala, Uganda. 2016.
- **U. S. Fulbright Core Program Teaching Grant** to Egypt 2011-2012. (7 months)
- **McHenry County Business Journal Recognition Award "10 under 40"** (For "Outstanding Service and Leadership in the Community"), 2006.
- **Paul Harris Fellow Award** (Honorary) of Rotary International
  For "Outstanding Community Service... Working Towards Worldwide Understanding", 2006
- **Rotary Foundation Ambassadorial Scholarship** 1992-1993 (Rotary Scholar to the Royal College of Art London).
- **Boston University T.A. Award**, 1991.
- **University of Michigan Dean's List**, 1991,
- **University of Michigan Alumni Scholarship**, 1984.

Select Public Sculpture Commissions
Dr. Martin Luther King Jr., a nine and one-half foot tall bronze figure for the YWCA of Greater Milwaukee which was installed on Dr. Martin Luther King Jr. Drive in Milwaukee, WI (1998).

Children of the West End, four life-size bronze children walking on an 18 foot long, brick, serpentine wall. Commissioned by the "Spirit of Milwaukee" Foundation, Milwaukee, WI (2001).

Wisconsin State Firefighters Memorial, three life size bronze figures in a rescue scene for a monument that stands in a firefighters memorial park on the Wisconsin River in Wisconsin Rapids (2004).

George Washington Carver, a life-size bronze figure sculpture of the African-American scientist and inventor for a real estate development company in Arizona (1995-1996).

Thurgood Marshall, a life-size bronze bust of the late Supreme Court Justice commissioned by the Mayor's Office of the City of Chicago for the city's newly constructed Thurgood Marshall Public Library (1995).

James Jordan, two over life-size bronze portraits of Michael Jordan's father commissioned by the Chicago Bulls for the James Jordan Boys and Girls Club on Chicago's west side (1996).

Duke Ellington, a bronze bas-relief for Northern Illinois University, DeKalb, IL (1999).

John Sturdivant, a larger than life-size bronze bust of the late Labor leader for the "Great Hall" in the lobby of Department of Labor in Washington D.C. (1999).

Vortex, a 12 foot diameter bronze millennium medallion with an environmental theme for Lake County Forest Preserve, Libertyville, IL (2000). Time capsule.

Chicago Blackhawks 75th Anniversary Commemorative Sculpture, six life-size bronze hockey players for Chicago's United Center, Chicago, IL (2000).

Ms. Rosa Parks, a life-size bronze figure sculpture of Ms. Parks seated on a bus seat for the Rosa Parks Museum and Library in Montgomery, AL (2000).

Peace Through Knowledge, commissioned by the class of 1951 for Rockford College in Rockford, IL. 13' tall stainless steel and granite sculpture. Located in the Jane Adams International Peace Garden (2002).

Jack Benny, a 110% life-size bronze figure sculpture of for the City of Waukegan, IL (2002).

Wayne Gretzky "The Great One," a 125% life size bronze sculpture for Staples Center and the Los Angeles Kings Hockey Club in Los Angeles, CA (2003).

Ms. Marie Aull, a life-size bronze figure of the Audubon Society conservationist for the Garden Club of Dayton, Ohio installed in Carillon Park, Dayton, OH (2004).

Dr. Percy Julian, an over life-size bust of the renowned African American scientist for Scofield Park in Oak Park, IL (2005). Second casting commissioned by DePauw University and placed at DePauw University at the Percy Julian Science building, Greencastle, IN (2005).

George Graziadio, a seven foot bronze likeness of major benefactor and banking icon for Pepperdine University Graziadio School of Business and Management, Malibu, CA (2004).

Harold and Helen McMaster, a double bronze bust for Defiance College in Ohio (2004).

Bolt, a 7 foot tall sculpture made entirely of 1000's of welded stainless steel and steel bolts commissioned by Grainger Corporation and donated to the College of Lake County technical wing in Gray's Lake, IL (2006).

Mastodon Dig, a life-size bronze sculpture of a WPA worker digging out a Mastodon Skull commissioned by the City of Aurora, IL for their new Mastodon Gallery and Visitors Center at Philips Park, Aurora, IL (2005).

Mississippi Harvest, a 28' tall, 9000 lb. and over twice life-size bronze sculpture created for the Mississippi riverfront and commissioned by the City of Muscatine, IA (2006).

Illinois State Police History Collage, an 11 foot long bronze bas-relief, commissioned by the State of Illinois. DuQuoin Illinois State Police Headquarters, DuQuoin, IL (2006).

Peace, a 13 foot tall cast bronze and welded stainless steel sculpture (globe), commissioned by the Mt. Prospect Public Library, Mt. Prospect, IL, (2007).

African Elephant, a 2/3 life-size bronze sculpture for the front entrance to the newly constructed Embassy of the African country of Cote D'Ivoire in Washington, DC on Embassy Row near DuPont Circle (2005).

President F.H. Boigny, bronze busts of African President were created for the Ivory Coast Embassy (2005-6).

Our Lady of Medjugore, life-size bronze figure for the John Paul II Newman Center and Catholic Chapel at the University of Illinois, Chicago, IL (2008).

The Essence of Liberal Arts, a 12' tall conceptual sculpture of 4 cast bronze bas-relief panels with a welded bronze globe. Commissioned by Heidelberg College, Tiffen, OH (2008).

Oscar de La Hoya, an over life-size sculpture of world famous Olympic champion and professional boxing legend Oscar de la Hoya for Staples Center in Los Angeles, CA (2005-8).

Pathway to Learning, two life-size bronze schoolchildren, Deerfield, IL (2008).

Ms. Rosa Parks, a life-size bronze (second casting) of Ms. Parks seated on a bus seat for Dallas Area Rapid Transit's Rosa Parks Plaza. Downtown Dallas, TX (2009).

Jean Baptiste Pointe Du Sable, over life-size bronze bust of the founder of Chicago with inscribed granite base for Chicago's Magnificent Mile (North Michigan Avenue,) Chicago, IL. Collection of the City of Chicago (2009).

The Edmonson Sisters, Heroines of the abolitionist movement. Two over life-size (10 foot tall) bronze figures emerging from a giant sculpted rock commissioned by Carr Development in cooperation with the City of Alexandria VA. Old Town Alexandria, VA, (2010).

Charles Lisanby and **Jim McKay,** Hollywood Producer and Sports Announcer respectively. Two bronze bas-relief portraits for The Academy of Television Arts and Sciences, Hollywood, CA (2010).

Ms. Rosa Parks, a life-size bronze (third casting) of Ms. Parks seated on a bus seat for the City of Lafayette, LA (2011).

Heralds of 9/11, two 22' tall abstract bronze spires incorporating steel beams from the World Trade Center, Oak Lawn IL (2011).

Dr. Martin Luther King Jr. Bust, over life-size sculpture of Dr. King for the island of Bimini in the country of the Bahamas. Unveiled by Prime Minister Christie October 2012 in Bimini's Craft Center in front of the Bimini Museum. Site where Dr. King wrote his Nobel Prize Speech.

Roselle Veterans Memorial, 110% life-size bronze of US army soldier with Battle Cross commissioned by the City of Roselle IL (2015).

Eli Lilly. Life-size bronze sculpture of Eli Lilly, pharmaceutical company founder, for their headquarters in Indianapolis (2015-16).

Legends Row, over life-size bronze sculptures of Toronto's hockey greats in front of the Air Canada Centre. Massive installation commissioned by the Toronto Maple Leafs Hockey Club. 14 figures total including: Syl Apps, Darryl Sittler, Johnny Bower, Mats Sundin, Borje Salming, Teeder Kennedy, Dave Keon, Tim Horton, and George Armstrong. 2013-2017.

Justice Laura Cha-Yu Liu, life-size bronze sculpture of appellate court justice for Ping Tom Park, in Chicago's Chinatown. 2017.

John Stetson (hatmaker fame) seated on a period bench for Stetson University in Deland Florida at 130% life size. Cast bronze. 2019.

Dale Hawerchuk, Hall of Famer Winnipeg Jets hockey star at 160% life-size bronze for Canada Life Arena in downtown Winnipeg. Commissioned by the Winnipeg Jets Hockey Team. Unveiled October 2022.

Robert Kennicott, 110% life-size bronze sculpture for the Grove in Glenview IL. Illinois' first naturalist, Robert Kennicott grew up at The Grove, in Glenview Illinois and made two expeditions to the Yukon, in 1859 and 1865. At the age of twenty, he made a comprehensive survey of southern Illinois for the Illinois Central Railroad; at twenty-one, he helped to establish the Chicago Academy of Science; at twenty-two, he established a natural history museum at Northwestern University. Commissioned by the Grove Heritage Association. Unveiled in September 2023.

Exhibitions

Ruth Bancroft Garden Sculpture Exhibition, Walnut Creek, CA 2010
Music Institute of Chicago one-man exhibition and guest artist speaker for Dr. Martin Luther King, Jr. celebration at the Music Institute Concert Hall in Evanston, IL 2009
Academy of Art University Faculty Fine Art Exhibition, San Francisco, CA, 2009
Academy of Art University Faculty Fine Art Exhibition, San Francisco, CA, 2008
"Portraits from Ethiopia" Lake County College, Grayslake, IL, 2007
Academy of Art University Faculty Show, San Francisco, CA, 2007
Figurative Art Studio Open Studio, Lakemoor IL, 2006
McHenry County College Faculty Show, Crystal Lake, IL, 2006
Aaron Gallery, Chicago, IL (downtown), one-person exhibition, bronze sculptures and drawings, 2005
County College Gallery, one-person exhibition of drawings and sculpture, Crystal Lake, IL, 2004
McHenry County College Main Gallery, Faculty Show, Crystal Lake, IL, 2004-5
Quincy Art Center Tri-State Exhibition, Quincy, IL, 1999. (Winner 'Best of Show' sculpture category)
Barrington Arts Council Annual Exhibition, Barrington, IL, 2001
Open Studio Exhibit, Figurative Art Studio Gallery, 1997-2003
Art Against AIDS, Weiss Memorial Hospital, Chicago, IL, 1995
West Evanston Artists Exhibition, Evanston, IL, 1995
Audubon Artist's Exhibition, National Arts Club, New York City, NY, 1995
The David Adler Cultural Center "Open Spectrum," Libertyville, IL, 1994
Royal College of Art Drawing Studio, London, one-person show bronze sculptures and drawings, 1994
Royal College of Art, London, three-person show, "Drawings from the Top Floor," 1993
Boston University, group show, Master's Thesis Show, 1992
Alice and Arthur Baer Competition and Show, Beverly, IL, 1991
The David Adler Cultural Center "Open Spectrum," Libertyville, IL, 1991

Other

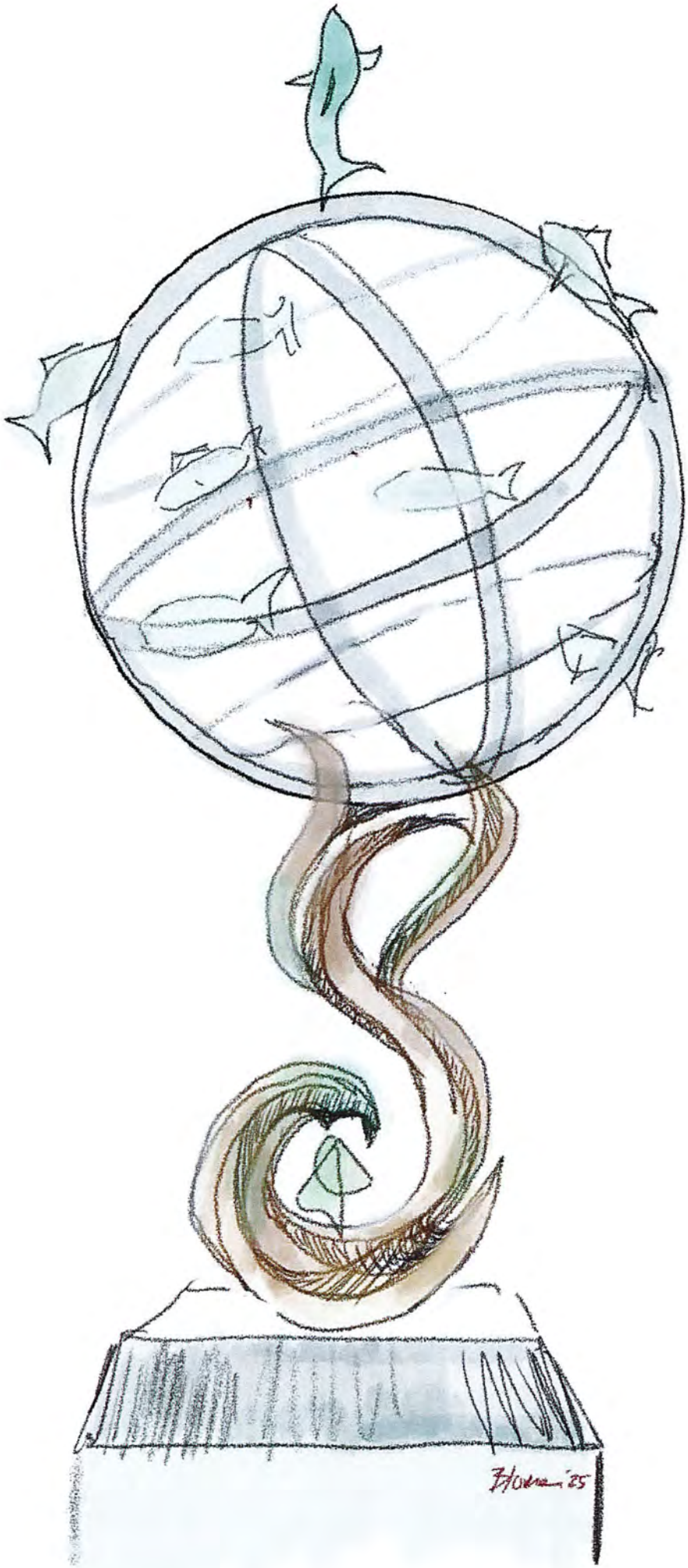
- Board Member - Chicago Fulbright Association, 2013-2015.
- Special Advisor to Guaramayne Art Center artists in Ethiopia bronze casting life-size Emperor Haile Selassie sculpture for the African Union Building. 2019.
- Judge for numerous local Chicago art shows including: Naperville Art Fair, Old Orchard Art Fair, Lake Forest Art Fair, Northwest Illinois Artists Guild.
- Peer Reviewer for Fulbright Binational Commission of Egyptian grantees to the United States. 2013-present.
- Peer Reviewer for US Fulbright Commission Arts grants to go abroad. 2013-present

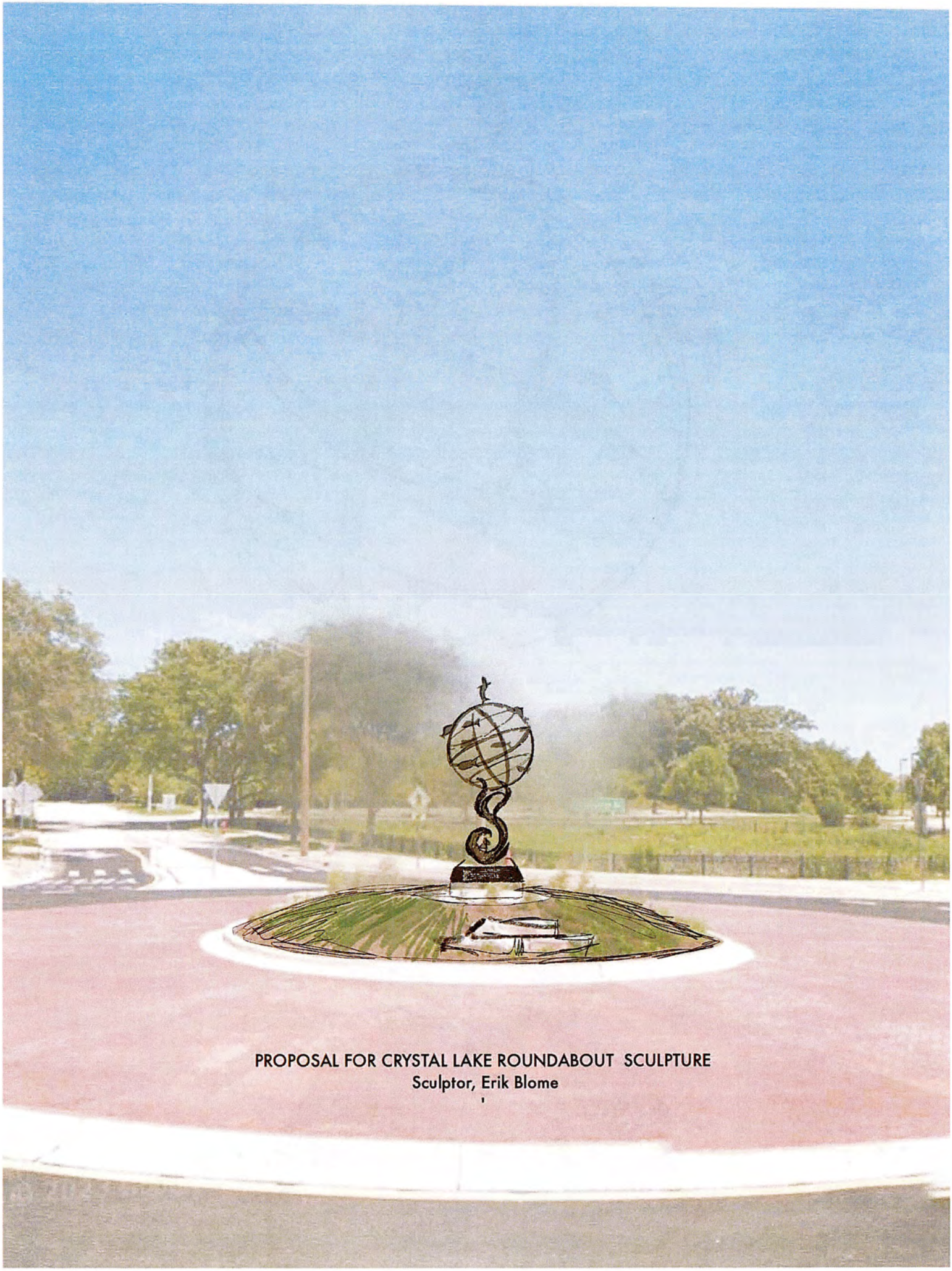
Certifications:

- TESOL (ITTT) English Teaching Certification. 2020.
- Arabic Language. The University of Chicago Graham School, Chicago, IL. 2013.

Residencies:

- The Ragdale Foundation Artist Residency, Lake Forest IL. 1994.
- Deerfield High School, Deerfield Illinois. Artist in Residence 1996-1997 (studio provided).
- American University in Cairo, Egypt. Visiting Artist 2009.
- Addis Ababa University, Ethiopia. December 2010-January 2011.
- City of Oak Lawn, Illinois. April-September 2011 .
- Mas El Igols Residency, Torrelles de Foix, Spain. December 2019.
- Valparaiso Foundation Residency, Mojacar, Spain. February 2020.





PROPOSAL FOR CRYSTAL LAKE ROUNDABOUT SCULPTURE

Sculptor, Erik Blome



Proposal for Crystal Lake Roundabout Sculpture
Erik Blome, sculptor

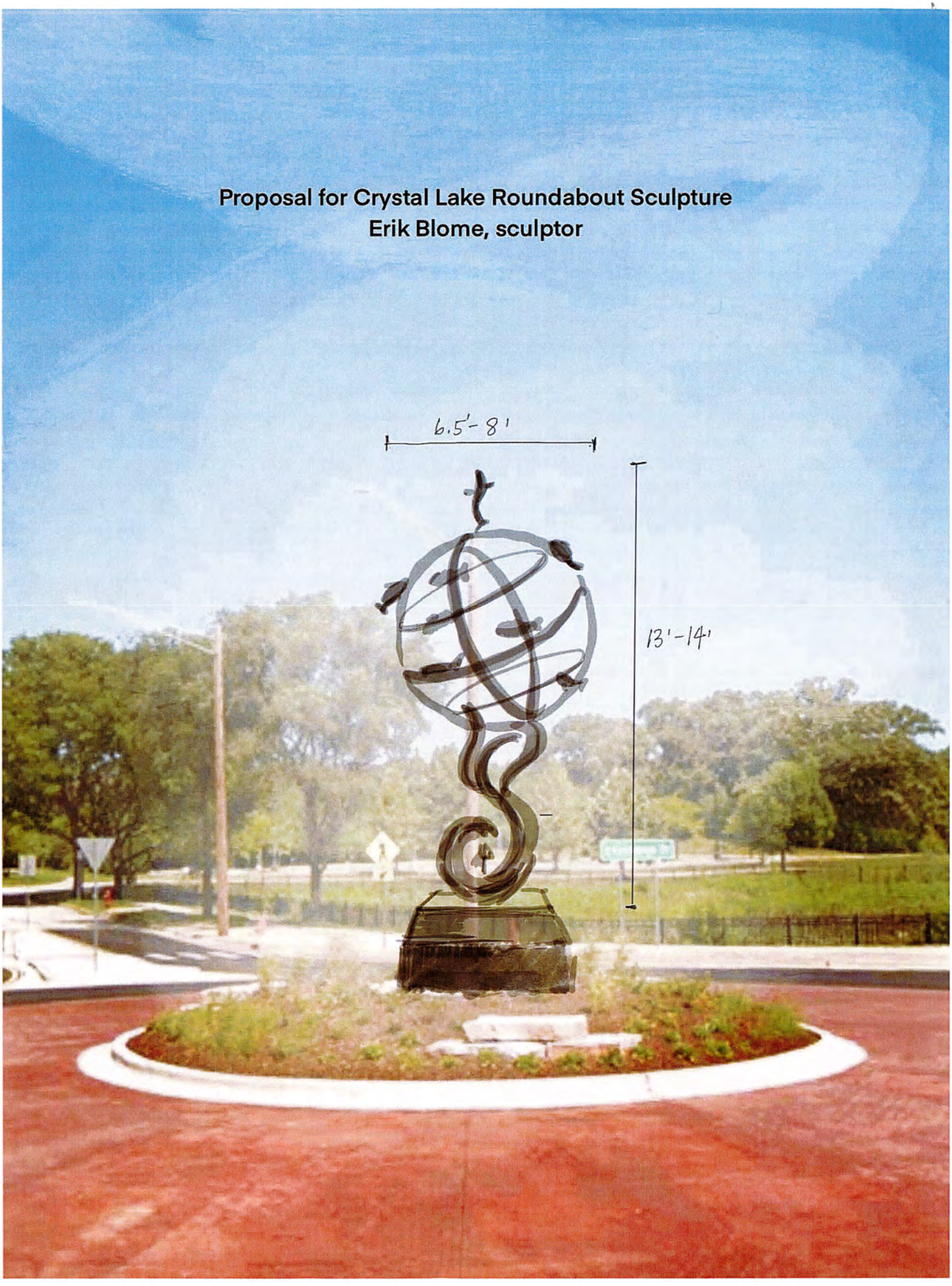


EXHIBIT B

BILL OF SALE AND LICENSE AGREEMENT

Erik Blome (Figurative Art Studios, LLC d/b/a Artist Co.) ("***Seller***"), in consideration of $50,000.00 receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over to the **CITY OF CRYSTAL LAKE**, an Illinois municipal corporation ("***Buyer***"), all right, title, and interest to the personal property described in Exhibit A hereto (the "***Artwork***"), including all rights to install, maintain, relocate, repair, maintain, remove from display, or dispose of the Artwork.

Seller also grants to Buyer: (i) a perpetual, irrevocable, non-exclusive, non-transferrable license to publicly display, reproduce, print, copy, edit, publish, and distribute the Artwork or any photograph, image, reproduction, or graphic depiction of the Artwork, including for marketing and promotional purposes intended to promote or benefit the Buyer or any of its public purposes, or for sale or compensation, without payment of any royalties; and (ii) an irrevocable, exclusive, non-transferrable license to reproduce, copy, print, edit, publish, and distribute the Artwork or any photograph, image, reproduction, or graphic depiction of the Artwork for sale or compensation for a period of twenty (20) years after the date of execution of this Agreement without payment of any royalties (collectively, the "***License***"). Subject to the License, Seller retains the right to reproduce and distribute photographs, images, or graphic depictions of the Artwork for personal or professional promotion or marketing purposes, but not for sale or other compensation during the term of Buyer's exclusive license.

The Seller hereby represents and warrants to the Buyer that the Seller is the absolute owner of the Artwork and all associated copyrights and reproduction rights; that the Artwork is free and clear of all liens, charges and encumbrances; and that the Seller has full right, power, and authority to sell the Artwork, grant the License, and make this Agreement.

The Seller hereby covenants and agrees that the Seller shall hold harmless, indemnify, and defend the title and sale of the Artwork and the grant of the License to Buyer against any and all lawful claims and demands of all and every person or persons whatsoever, including intellectual property right infringement claims.

Except for copyrights and reproduction rights, which are reserved to Seller subject to the License, Seller hereby releases, waives, relinquishes, and forever disclaims any and all possessory and/or proprietary rights, claims, or interests that the Seller has, had, or may have relating to the Artwork. Seller acknowledges that the Artwork is intended to be displayed by Buyer in a public place and may be installed, maintained, relocated, or removed from display in Buyer's sole discretion. Seller further acknowledges that, notwithstanding any rights of Seller to the contrary, Buyer shall have the right to dispose of the Artwork in any manner it deems appropriate, including as surplus property in accordance with 65 ILCS 5/11-76-4 in the discretion of Buyer's corporate authorities.

If this Agreement is signed by more than one person, all persons so signing shall be jointly and severally bound hereby.

DRAFT

IN WITNESS WHEREOF, Seller has signed and sealed this bill of sale at _____, _____, this _____ day of _____, 2025.

ERIK BLOME (FIGURATIVE ART STUDIOS, LLC D/B/A ARTIST CO.)

Signed: _____

Print Name: _____

Attest: _____

CITY OF CRYSTAL LAKE

By: _____
City Manager

Attest: _____
City Clerk

DRAFT

Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date: May 20, 2025

Item: Bid Award – Downtown Public Place Site Improvements - Depot Park

Staff Recommendation: Motion to award the bid for the Downtown Public Place Site Improvements - Depot Park to the lowest responsive and responsible bidder, Copenhaver Construction, Inc., and adopt a Resolution authorizing the City Manager to execute a contract with Copenhaver Construction, Inc. in the amount of $6,677,095.00, execute change orders for up to 10% of the contract amount, and approve warranted completion date change orders relating to the contract

Staff Contact: Michael Magnuson, P.E., Director of Public Works and Engineering
Kathryn Cowlin, Director of Community Development

Background:
The City of Crystal Lake began the Downtown Public Place Project in 2022 with a survey and poll of potential projects that would enhance the liveliness, aesthetic and activate public plazas, parks and gathering areas in Downtown Crystal Lake. After receiving overwhelming positive feedback from the stakeholders and general public, the City Council directed staff to continue with the design of four potential public infrastructure enhancement projects: Depot Park, Brink Street Market Plaza, Plaza near Crystal Lake Brewing and Railroad Street shared street concept.

The City retained a planning and engineering consultant to review the current space and develop a design for Depot Park that encourages more active use of the space and attracts people to the downtown. Issues with the current layout include excessive amount of roadway pavement, routing of transit bus and automobile traffic through the park, lack of adequate green space to host outdoor activities, and lack of outdoor seating. The preliminary plan is shown below:



On May 12, 2025, staff publicly opened and read aloud bids received for the Downtown Public Place Site Improvements - Depot Park. The summary of bids is as follows:

Bidder	Bid Amount
√ Copenhaver Construction, Inc.	$6,677,095.00
Alliance Contractors	$6,919,073.08
Landmark Contractors	$7,275,355.00
Landworks, Ltd.	$7,579,409.48
Martam Construction	$7,790,764.21

√ Indicates recommended lowest responsible bidder

Recommendation:

The Public Works Department has reviewed all bids received for completeness and accuracy, in accordance with the invitation to bid document. Based on this assessment, City staff recommends awarding the contract for the Downtown Public Place Site Improvements - Depot Park to the lowest responsive and responsible bidder Copenhaver Construction, Inc., in the amount of $6,677,095.00

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

City staff has worked with Copenhaver Construction, Inc. previously with satisfactory results. Sufficient funds are available in the Fiscal Year 2025 Budget to fund this project.

Votes Required to Pass:
Simple majority

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE has identified the desire to improve the public space at Depot Park as part of the Downtown Crystal Lake Public Place Project; and

WHEREAS the CITY received and publicly opened bids for the Downtown Public Place Site Improvements - Depot Park on May 12, 2025; and

WHEREAS the lowest responsive and responsible bidder is Copenhaver Construction, Inc., Gilberts, Illinois.

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

BE IT FURTHER RESOLVED that the bid for the Downtown Public Place Site Improvements - Depot Park be awarded to the lowest responsive and responsible bidder, Copenhaver Construction, Inc.; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Copenhaver Construction, Inc. in the amount of $6,677,095.00; 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 20th day of May, 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST

_____

CITY CLERK

PASSED: May 20, 2025
APPROVED: May 20, 2025

Draft