CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING

City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
June 17, 2025
7:00 p.m.

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Police Swearing in Ceremony for New Police Officers**

5. **Illinois Association of Chiefs of Police Meritorious Unit Award Presentation**

6. **Approval of Minutes – June 3, 2025 Regular Meeting**

7. **Accounts Payable**

8. **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.

9. **Mayor's Report**

10. **City Council Reports**

11. **Consent Agenda**
    a. **County Zoning Request – Commercial solar energy facility on 75 acres southwest of the intersection of US-14 and Doty Road, Unincorporated Woodstock , IL**
    b. **Special Event Request – Crystal Lake Brewing Company Oktoberfest**

12. **Home of the Sparrow Quarry Cable Park Parking Fee Waiver Request**

13. **Special Event Request – Crystal Lake Brewing Thursday Garden Acoustics, Thursdays from June 19, 2025 to August 28, 2025 from 6:00 p.m. to 8:00 p.m.**

14. **Special Event Request – Time Out Tap Bags League on Tuesdays from July 22, 2025 to September 30, 2025**

15. **City Code Amendment to Increase the Number of Class 8 Liquor Licenses – Applicant: CTG Crystal Lake Inc., d/b/a Cilantro Taco Grill, 1145 S. Illinois Route 31, Unit H**

16. **New and Expanding Retailer Facade and Commercial Tenant Improvement Grant Funds request for Poke West Crystal Lake Inc., 5150 Northwest Highway, Suite 6, requesting up to $10,000 in matching grant funds**

17. Special Use Permit for an Electronic Message Center (EMC) Sign with Variations for Fox Valley Volkswagon at 5213 Northwest Highway

18. Sole Source Agreement for Chicago Communications to purchase Motorola mobile and portable radios and equipment

19. Proposal Award – Engineering Services for Emergency Generator and Automatic Transfer Switch Replacements at Sanitary Pump Stations 21, 23, and 25

20. Vehicle Purchase – Kenworth Plow Trucks

21. Sole Source Agreement for Byrne Software Technologies Implementation and Support Work for Accela Software

22. 2025-2028 Collective Bargaining Agreement between the City of Crystal Lake and the Metropolitan Alliance of Police, Crystal Lake Chapter #177

23. Annual Audit for the Fiscal Period 2024B

24. Council Inquiries and Requests

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

26. Reconvene to Regular Session

27. Adjourn

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

Agenda Item No: 11a

City Council
Agenda Supplement

Meeting Date: June 17, 2024

Item: COUNTY ZONING REQUEST

Commercial solar energy facility on 75 acres southwest of the intersection of US-14 and Doty Road,
Unincorporated Woodstock, Illinois

Recommendation: City Council's discretion.

a) Motion to object to the proposed Conditional Use to allow for a commercial solar energy facility, directing staff to proceed with an objection to the County Zoning Board of Appeals

b) No action

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

Background:

- The City received this County Zoning requests because it is within the City's mile-and-a-half planning jurisdiction. The City's closest boundary is approximately ¼-mile south.
- The subject property is approximately 75 acres. It is zoned "A-1" Agriculture District and used for agriculture.
- The subject property abuts McHenry County "A-1" Agriculture District zoning to the south, east, and west. The property to the north is within the City of Woodstock and zoned "M-1" Light Manufacturing with a Special Use Permit for a solar energy facility. Agricultural uses are to the south, east, and west, while the agricultural use to the north is currently being developed for a solar energy facility.
- The County's 2030 Land Use Plan identifies the subject property as Office/Research/Industrial.
- The County Staff Report was not yet available at the time of this agenda supplement.
- The subject property has no land use designation on the Crystal Lake 2030 Comprehensive Land Use Plan map.

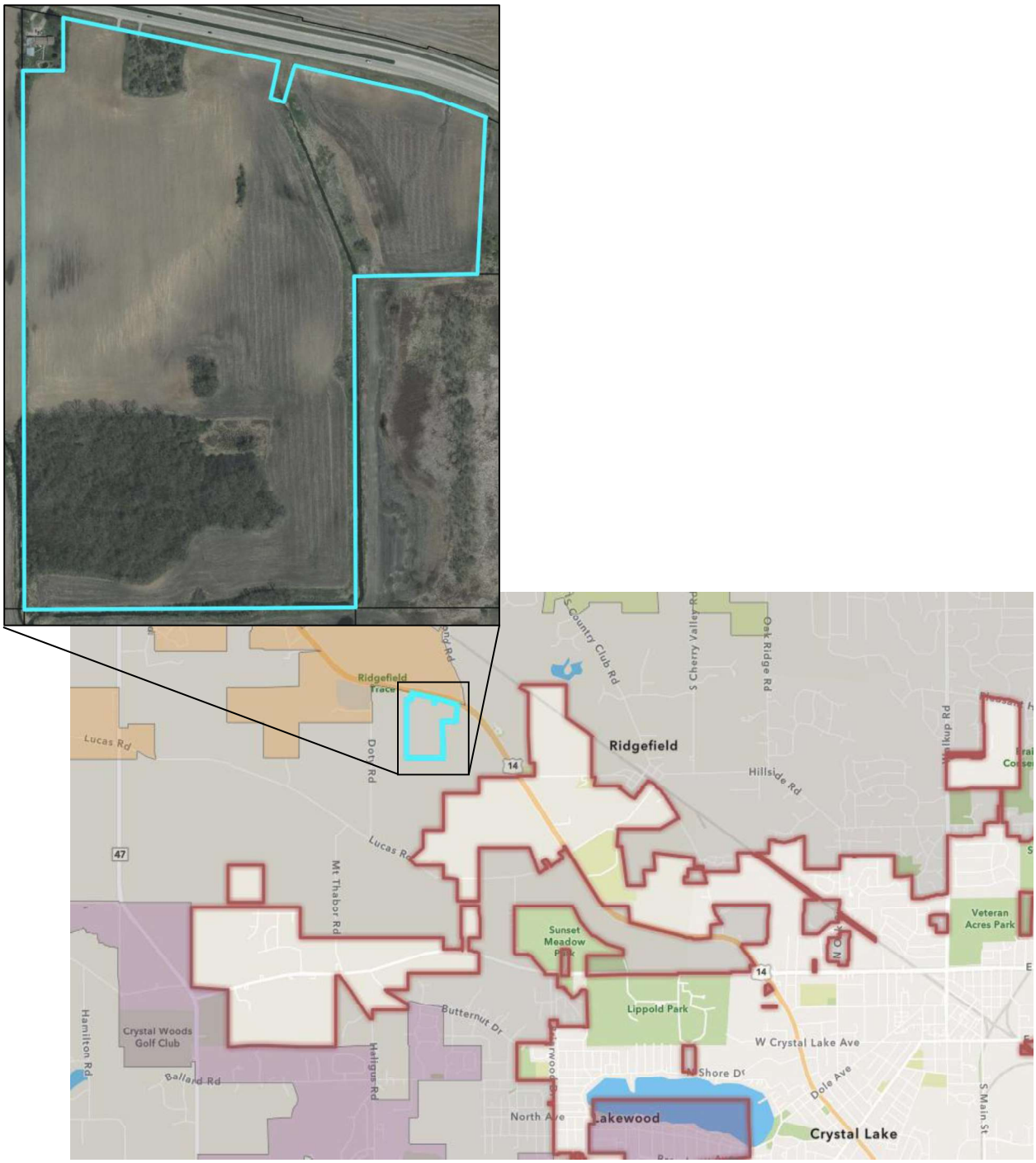
Request:

- The petitioners are requesting a 34-acre commercial solar energy facility, having a 5 megawatt production capacity, on the 75-acre subject property. The facility will also include up to ten 20-foot temperature-controlled storage containers containing lithium-ion battery packs charged by excess solar capacity.
- The County requires a Conditional Use Permit for Solar Farms in the "A-1" Agriculture, "O" Office/Research, "I-1" Light Industrial and "I-2" Heavy Industrial zoning districts. The City of Crystal Lake requires a Special Use Permit in the F Farming, M-L Limited and M Manufacturing zoning districts.
- Height: The solar array will be no more than 15 feet in height at full tilt.
- Setbacks: According to the site plan, the solar array will be 90 feet from the US-14 right-of-way, at its closest point. The battery storage containers will be approximately 150 feet from the US-14 right-of-way. The solar panels, structures and electrical equipment will be setback no less than 50 feet from any lot line and 185 feet from the nearest point on the outside wall of any non-participating residences, which meets the County's setback requirements.
- Safety/Security: There will be a 7-foot-high fence with locked gates. Knox-Boxes will provide 24-hour emergency access.
- Landscaping: The site plan proposes a 7-acre cultivated field to be converted and planted with open area pollinator seed mix.
- Per the County's UDO's Use Standards for Commercial Solar Energy Facilities, decommissioning plans shall require removal of all solar panels, electrical equipment, poles, piles, foundations, and conduits (above and below ground). Access roads, fencing, groundcover, and landscaping may remain only by agreement of property owner.
- The City of Crystal Lake requires a Special Use Permit for solar farms in the F – Farming, M-L Manufacturing Limited and M – Manufacturing zoning districts, subject to the following criteria:
    - The entire project site shall be surrounded with landscape and a fabric-wrapped chain link fence, which would screen the property from any roadways or public driveways.
    - The grounds in and around the panels shall be repurposed for wildflowers or agriculture. A landscape plan is required.
    - One ten-foot-wide paved drive shall provide access around the entire site.
- The property is not within the Crystal Lake Watershed, and staff does not have any concerns with this request.

Votes Required to Pass: A simple majority.

PIQ Map

Southwest of US-14 & Doty Road, Woodstock -- Dorr Township
Approx. ¼-mile outside Crystal Lake city limits



McHenry County
Zoning Board of Appeals - Zoning Hearing
AGENDA

June 26, 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 Z25-0057 TPE IL MH376 LLC, DORR TWP, A1-A1C — 2
4. **OLD BUSINESS**
5. **PUBLIC COMMENT**
   Topics unrelated to public hearing - 3-minute time limit per speaker
6. **ANNOUNCEMENTS**
7. **ADJOURNMENT**

IN THE MATTER OF THE APPLICATION OF
TPE IL MH376, LLC, *APPLICANT,*
FOR AN AMENDMENT OF THE UNIFIED DEVELOPMENT ORDINANCE OF McHENRY COUNTY, ILLINOIS FOR A ***CONDITIONAL USE***

) LEGAL NOTICE OF PUBLIC HEARING
Z25-0057

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 ***CONDITIONAL USE*** for the following described real estate:

PART OF THE WEST HALF OF THE SOUTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SAID WEST HALF OF THE SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 32 MINUTES 19 SECONDS EAST ALONG THE WEST LINE THEREOF, 179.42 FEET TO THE CENTERLINE OF U.S. ROUTE 14 PER PLAT OF DEDICATION RECORDED AS DOCUMENT NO. 1999R0076695; THENCE SOUTH 77 DEGREES 21 MINUTES 27 SECONDS EAST ALONG SAID CENTERLINE, 1892.40 FEET TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN BOOK 429 OF DEEDS, PAGE 456; THENCE SOUTH 03 DEGREES 25 MINUTES 40 SECONDS WEST ALONG THE WEST LINE THEREOF, 90.85 FEET TO THE SOUTH LINE OF THE LANDS DESCRIBED AS PARCEL 1CV1018-B IN DOCUMENT NO. 2012R0041072 AND THE PLACE OF BEGINNING; THENCE NORTHWESTERLY 296.96 FEET ALONG SAID SOUTH LINE, BEING ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 2,340.00 FEET, THE CHORD OF WHICH BEARS NORTH 69 DEGREES 40 MINUTES 23 SECONDS WEST, FOR A LENGTH OF 296.76 FEET TO THE SOUTH LINE OF THE LANDS DESCRIBED IN DOCUMENT NO. 656860; THENCE NORTH 77 DEGREES 21 MINUTES 27 SECONDS WEST ALONG SAID SOUTH LINE, 26.71 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 12 DEGREES 35 MINUTES 32 SECONDS EAST ALONG THE WEST LINE THEREOF, 1.74 FEET TO THE SOUTH LINE OF THE LANDS DESCRIBED AS PARCEL 1CV1018-A IN DOCUMENT NO. 2012R0041072; THENCE WESTERLY 186.61 FEET ALONG SAID SOUTH LINE, BEING ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 2,340.00 FEET, THE CHORD OF WHICH BEARS NORTH 76 DEGREES 14 MINUTES 55 SECONDS WEST, FOR A LENGTH OF 186.56 FEET; THENCE ALONG SAID SOUTH LINE THE FOLLOWING 9 COURSES: (1) THENCE NORTH 78 DEGREES 32 MINUTES 04 SECONDS WEST, 288.51 FEET; (2) THENCE SOUTH 11 DEGREES 27 MINUTES 56 SECONDS WEST, 150.00 FEET; THENCE NORTH 78 DEGREES 32 MINUTES 04 SECONDS WEST, 60.00 FEET; (4) THENCE NORTH 11 DEGREES 27 MINUTES 56 SECONDS EAST, 150.00 FEET; (5) THENCE NORTH 78 DEGREES 32 MINUTES 20 SECONDS WEST, 92.84 FEET; (6) THENCE SOUTH 00 DEGREES 02 MINUTES 44 SECONDS WEST, 5.10 FEET; (7) THENCE NORTH 78 DEGREES 32 MINUTES 04 SECONDS WEST, 470.17 FEET; (8) THENCE NORTH 11 DEGREES 27 MINUTES 56 SECONDS EAST, 5.00 FEET; (9) THENCE NORTH 78 DEGREES 32 MINUTES 04 SECONDS WEST, 308.71 FEET TO THE EAST LINE OF THE LANDS DESCRIBED IN DOCUMENT NO. 2002R0030500; THENCE SOUTH 00 DEGREES 32 MINUTES 19 SECONDS EAST ALONG SAID EAST LINE, 209.67 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89 DEGREES 27 MINUTES 41 SECONDS WEST ALONG THE SOUTH LINE THEREOF, 160.00 FEET TO THE WEST LINE OF THE SAID WEST HALF OF THE SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 32 MINUTES 19 SECONDS EAST ALONG SAID WEST LINE, 2,136.98 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES 39 MINUTES 01 SECONDS EAST ALONG THE SOUTH LINE THEREOF, 1,311.29 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 00 DEGREES 33 MINUTES 18 SECONDS WEST ALONG THE EAST LINE THEREOF, 1,312.69 FEET TO THE SOUTHWEST CORNER OF THE SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 51 MINUTES 48 SECONDS EAST ALONG THE SOUTH LINE THEREOF, 481.78 FEET TO THE WEST LINE OF SAID LANDS DESCRIBED IN BOOK 429, PAGE

456; THENCE NORTH 03 DEGREES 25 MINUTES 40 SECONDS EAST ALONG SAID WEST LINE, 630.07 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.
PIN 13-23-300-026

The subject property is located ***on the south side of US Route 14, approximately one thousand five hundred (1,500) feet east of the intersection of Doty Road and US Route 14, Woodstock, in Dorr Township, Illinois.***

The subject property is presently zoned ***"A-1" Agriculture District*** and consists of approximately **74.826 acres** with ***"A-1" Agriculture zoning to the east, south and west and the City of Woodstock to the North.***

The Applicant is requesting **a CONDITIONAL USE** ***of the subject property to allow for a commercial solar energy facility.***

The Applicant, TPE IL MH376, LLC, is owned by the sole member and manager TPE Development, LLC. The Managing Members of TPE Development LLC are: Turning Point Energy, LLC (Jared Schoch - Managing Member, 2121 N. Frontage Rd, W, PMB57, Vail, Colorado); Lighthouse Advisers, LLC (Adam Beal - Managing Member, 3720 S. Dahlia Street, Denver, Colorado); Marshall Consulting, LLC (James Marshall - Managing Member, 929 Pearl Drive, San Marcos, California); SolCom Energy, LLC (Salar Naini - Managing Member, 3915 East Elm Street, Phoenix, Arizona); and BT Energy Consulting, LLC (Bruce Tang - Managing Member, 84 Whitney St, San Francisco, California). Patrick and Norah Gibbons as the shareholders of Gibbons Family Limited Partnership, the sole member of Woodstock Holdings LLC, the property owner, can be reached at 3720 N. Sheffield Avenue, Chicago, Illinois.

A hearing on this Petition will be held on the 26th day of June 2025 at 1:30 P.M. in the County Board conference room at the McHenry County Government Center Administration Building 667 Ware Rd, Woodstock, Illinois at which time and place any person desiring to be heard may be present. The McHenry County Government Center Mailing address is 2200 N. Seminary Avenue, Woodstock, Illinois 60098.
DATED THIS 30th DAY OF MAY 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.

Proposed 4.99-Megawatt AC Ground-Mount Commercial Solar Energy Facility

McHenry County, Illinois

TPE IL MH376, LLC
c/o TurningPoint Energy, LLC
7272 E. Indian School Road, Suite 540
Scottsdale, AZ 85251

Development Manager: Gloria Foxman
Phone: 646-229-5041
Email: gfoxman@tpoint-e.com

May 30, 2025

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K. Wetland Delineation
L. Property Value Impact Study
M. USFWS No Effect Letter
N. Glare Study
O. FAA Notice Criteria Filing
P. Noise Study
Q. Operations and Maintenance Plan
R. Decommissioning Plan
S. SHPO Response Letter
T. FEMA Map
U. Contaminant and Water Studies
V. ESS Safety Article

1.0 INTRODUCTION

1.1 Project Overview

TurningPoint Energy, LLC d/b/a TPE Development (TPE) through its affiliated entity TPE IL MH376, LLC (the Applicant), proposes the development of a 4.99-megawatt (MW) AC commercial solar energy facility on a parcel of land on US Highway 14 east of Doty Road in McHenry County, Illinois (Project). The Project will consist of a single axis tracking ground-mounted solar array, accessory 4.99 MW energy storage system (ESS), associated electrical equipment, an access driveway, and fencing covering approximately 34 acres of the 74.826-acre host parcel (13-23-300-026).

The Project intends to participate in the Illinois Adjustable Block Community Solar Program and will power the equivalent of approximately 1,200-1,400[1] homes. Community Solar allows residents of Illinois to purchase credits for locally generated clean electricity at a discount to current electric rates without having to install panels on their roof.

The Project's host parcel is located in the A-1 (Agricultural) zoning district within unincorporated McHenry County. The McHenry County Unified Development Ordinance (Ordinance) allows for the construction and operation of commercial solar energy facilities by Conditional Use Permit (CUP) in the A-1 District. The Project is designed to comply with all setbacks prescribed in the Ordinance to ensure a sufficient buffer is maintained between the array and neighboring property lines and rights-of-way. The Project is therefore seeking approval of a CUP to construct, operate and maintain a 4.99 MW AC commercial solar energy facility with supporting ESS in the A-1 zoning district.

If approved, the Project would bring significant and consistent benefits to McHenry County and the community surrounding the Project. The Project would create approximately 50-75 jobs during the approximately 12- to 18-month development period, generating property tax revenue that is estimated to be more than $590,000 over 25 years and $850,000 over 40 years. Property tax revenue in Year 1 of Project Operations is expected to over 15 times what the property currently generates now in tax revenue to the local taxing jurisdictions. Unlike nearly all other forms of development (residential, commercial, or industrial), the local community would benefit from the significant economic benefits mentioned above without stressing community infrastructure – no new children in schools, no use of water and sewer systems, extremely limited use of roads, and little to no need for police or fire departments.

1.2 About TurningPoint Energy

Formed in 2014, TPE is a privately held, independent company transforming our energy future by creating freedom to choose a smarter, cleaner, more flexible way forward through community solar. As a privately held and independent company, TPE customizes projects to the unique needs of each client. Its team has financed and/or built over 2 Gigawatts (GW) of the solar projects operating in the U.S. today. Since 2017, TPE has focused these services on the expanding community solar market in states including Illinois, Maine, Maryland, Delaware, Pennsylvania, New Mexico, Texas, and Rhode Island. TPE's development and

[1] Calculation based on data provided by the U.S. Energy Information Administration (EIA): https://www.eia.gov/energyexplained/use-of-energy/electricity-use-in-homes.php

investment portfolio now includes over 169 MW of community solar projects in construction or operation, with an additional 840 MW in solar projects under development.

TPE is a "triple bottom line" company; we believe that our business should create financial, environmental, and community value in every project we create. Our intent is to be long-term members of the communities where our projects are developed. Upon successful permitting and utility interconnection, TPE donates to local charities and/or non-profits that support those in need.

2.0 SITE LOCATION & EXISTING CONDITIONS

TPE, in coordination with its engineering consultant, Kimley-Horn and Associates Inc (Kimley-Horn), has prepared and compiled information from many sources to form the basis of design for the proposed Project. A summary of existing conditions and the design elements that avoid and or minimize impact to the environment and surrounding community is presented in the following subsections.

2.1 Existing Conditions

The proposed Project will occupy approximately 34 acres of the 74.826 acres of agricultural land on the parcel off US Highway 14 in McHenry County, Illinois. The location of the host parcel is east of Doty Road and south of the highway. A map showing the Project's footprint is included in **Appendix B.** The site is surrounded on all sides by agricultural fields, with a residential neighbor to the northwest and a gravel pit to the north. Based on the results of a Level 2 Wetland delineation of the subject site, the host parcel contains a few farmed wetlands throughout the agricultural field. Jurisdictional wetland features are located at the southeastern corner and bisecting the eastern section of the field. The Project has been laid out to avoid the jurisdictional streams and wetlands, and maintain buffers around the features in accordance with McHenry County guidance. The farmed, non-jurisdictional wetland features will encounter minimal disturbance, in the form of pile installation for the panels. The property is currently farmed with row crops. There are no major surface features identified in aerial imagery. Generally, the Project area drains to the west to east to the jurisdictional feature on the eastern side of the site, as well as east to southwest to the flood zone located outside the Project limits. Per the Natural Resources Conservation Services, the onsite soils consist of type A/D, B, and B/D silt loams soils.

2.1.1 Site Control

The landowner and TPE IL MH376, LLC entered into a Real Estate Lease Option Agreement on July 31, 2024. The Agreement grants permission to the Applicant to construct, operate and maintain a commercial solar energy facility on the host parcel.

2.2 Natural Resources and Consultations with State and Federal Authorities

2.2.1 Natural Resource Inventory ("NRI")

Kimley-Horn submitted the Natural Resource Inventory (NRI) packet on May 21, 2025 to the McHenry-Lake County Soil & Water Conservation District ("SWCD"). The NRI report was finalized on May 23, 2025. A copy of the final report is included as **Appendix C**. See **Appendix U** for the beneficial effects of a commercial solar energy facility.

2.2.2 Wetlands and Floodplain

A Level 2 Wetland Delineation has been completed and identified 10 wetlands and two streams within the study area consisting of eight farmed wetlands, two jurisdictional wetlands, and two jurisdictional intermittent streams. Wetlands 3 and 10, as well as intermittent streams 1 and 2 are anticipated to be U.S. Army Corps of Engineers ("USACE") jurisdictional. The Project is anticipated to avoid these areas. During the pre-building permit phase, the Project will apply for a Site Development Permit to account for any development activities that may occur within the McHenry County required wetland buffers, if necessary. Please see **Appendix K** for additional information.

Per FEMA FIRM Map Panel 17111C0200J (effective date November 16, 2006), the majority of the development is in Zone X, which is considered an area of minimal flood hazard. The southwestern corner of the site, outside of the Project boundary is located in Zone A. Refer to **Appendix T** for a copy of the FEMA FIRM Map.

2.2.3 U.S. Fish & Wildlife Service ("USFWS")

The Project will be designed such that no federally listed species will be significantly impacted. Solar projects typically impose only minimal impacts on wildlife species. The Project's potential to impact federally protected species was evaluated as part of an Environmental Constraint Memorandum, which is included as **Appendix G**. The assessment indicated that 6 federally listed species should be considered in an effects analysis for the Project, including the federally endangered northern Long-Eared Bat (*Myotis septentrionalis*), the Whooping crane (*Grus americana*), the candidate Monarch butterfly (*Danaus plexippus*), the federally endangered Rusty Patched Bumble Bee (*Bombus affinis*), the candidate Western Regal Fritillary (*Argynnis idalia occidentalis)* and the threatened Eastern Prairie Fringed Orchid (*Platanthera leucophaea*). Due to the highly disturbed nature of the existing use (farmland), minimal preferred habitat was identified, so no impacts are anticipated.

Please see **Appendix M** for the "No Effect" determination from the USFWS.

2.2.4 Illinois Department of Natural Resources (IDNR) State Ecological Review

The Applicant consulted with IDNR for potential impacts to state threatened or endangered species. This consultation is conducted pursuant to IDNR's Ecological Compliance Assessment Tool ("EcoCAT"). The Applicant submitted an EcoCAT review request to IDNR in January 2025. The review concluded that the state-listed Blanding's Turtle and the Gladstone Fen Class 3 Groundwater recharge area (an Illinois Nature Preserves commission Lands) are in the vicinity of the project. IDNR provided recommendations for exclusionary fencing prior to March 1st to limit impacts to the Blanding's Turtle. IDNR also recommended the following for the groundwater recharge area:

- Use the lightest weight equipment possible to complete the job
- Balloon or large tires should be used whenever possible to reduce compaction
- Disc site upon completion to de-compact the surface after final soil is placed to ensure good infiltration
- Naturalized permeable basins and swales should be included in the design
- Use best management practices whenever possible, such as water run-off filtration through increased use of native plants, vegetated drainage swales, and rain gardens

- Use careful consideration before discharging within this Class 3 Area

IDNR must be notified if the management practices are adopted. No adverse effects are anticipated if the management practices are implemented. Refer to **Appendix G** for a copy of the IDNR EcoCAT.

2.2.5 Illinois State Historic Preservation Office

Under the Illinois State Agency Historic Resources Protection Act, the State Historic Preservation Office ("SHPO") division at IDNR is responsible for studying possible Project effects on archaeological and/or architectural (cultural) resources. Agencies requiring SHPO evaluation concurrent with their review include the Illinois Environmental Protection Agency, IDNR, and the USACE. The Applicant submitted a SHPO project review form for agency review. The SHPO has concluded their review and provided a response letter dated March 25, 2025. The SHPO response letter indicated that "A portion of the project area is within a zone adjacent to the Kishwaukee River with a high probability of containing significant archaeological resources." The Applicant will order a Phase 1 archaeological reconnaissance survey for the Project prior to construction. Refer to **Appendix S** for a copy of the SHPO response letter.

2.2.6 Illinois Department of Agriculture (IDOA)

The Illinois Counties Code (ILCS 5/5-12020(c)) requires the owner of a commercial solar energy facility to enter into an Agricultural Impact Mitigation Agreement (AIMA) with the Illinois Department of Agriculture prior to the date of any required public hearing for the Project's permits. The intent of the AIMA is to preserve and/or restore the integrity of affected agricultural land during construction and decommissioning activities. TPE submitted a signed AIMA agreement to the Department of Agriculture dated May 19, 2025, which is included as **Appendix F**.

2.3 Community Outreach & Benefits

TPE likes to proactively engage the communities in which we work early in the process to determine what questions and concerns potential neighbors might have and give us adequate time to educate and address them prior to the public process.

We typically place calls, send letters and door knock on adjacent properties to our planned community solar site as well as meet with local officials.

Community solar projects such as TPE IL MH376, LLC enable residents to receive savings on their electricity bills from signing up to participate in a community-scale solar project without installing solar on their rooftops.

In 2018, the State of Illinois enacted a statute that imposes a standardized state assessment of a fair cash value for solar energy projects covering both the improvements and the land. As a result, once fully constructed this Project will pay property taxes of more than $590,000 over 25 years split among McHenry County and applicable school, fire, and other taxing authorities.

The Project would create approximately 50-75 jobs during the approximately 12 to 18 months prior to the start of Project operations. A regional operations and maintenance firm will service the facility over its working lifecycle.

Unlike nearly all other forms of development (residential, commercial, or industrial), the community would benefit from the significant economic benefits mentioned above without stressing community infrastructure – no new children in schools, no use of water and sewer systems, limited use of roads, and little to no need for police or fire departments.

2.4 Existing Drain Tiles

The Applicant has retained Tom Huddleston with Huddleston McBride Professional Land Drainage Services (Drain Tile Consultant) to consult on drain tile issues. Huddleston will complete an existing drain tile survey prior to construction and work closely with the Applicant to ensure proper drainage and maintain and/or improve the existing surface and subsurface drainage to the extent practicable. Huddleston will work closely with the Applicant to remove and replace any drain tiles within the solar array footprint while ensuring proper drainage and maintaining the existing and subsurface drainage.

2.5 Conservation Plan

As required by the McHenry-Lake County Soil & Water Conservation District ("SCWD") at the time of Building Permit application, the Project will submit a Conservation Plan for review. The conservation plan will address conformance with the AIMA, inspection schedule, soils, plantings/vegetations, drainage, and maintenance.

3.0 PERFORMANCE STANDARDS AND SOLAR SITING ORDINANCE REQUIREMENTS

3.1 Project Description & Design Standards

The Project will consist of a 4.99 MWac ground-mounted solar array and energy storage system. The solar array will be comprised of Tier 1 graded solar panels attached to single-axis trackers installed on top of driven steel pier foundations or ground screw foundations, depending on the subsurface composition. An Illinois licensed engineer will certify the foundation and design of the solar racking system is suitable to meet local soil and climate conditions. At full tilt, the racking system with modules attached will not exceed fifteen feet (15') in height. The energy storage system will be DC coupled and consist of a 4-hour battery connected in a DC coupled configuration to be charged by excess solar capacity. The Energy Storage System consists of 8-10 modularized approximately 20' storage containers made up of self-contained, temperature-controlled units of lithium-ion battery packs. The point of interconnection for the Project will be located at US Highway 14. Please refer to the site plan in **Appendix B** for additional detail.

The potential module equipment manufacturers include, but are not limited to, ZN Shine, Silfab Solar, Heliene, AE Solar, or other Tier 1 module manufacturers. The potential storage solutions include, but are not limited to Sungrow, CATL, Powin, or other Tier 1 energy storage suppliers.

The Project will be constructed by a licensed Engineering Procurement and Construction ("EPC") Contractor. The design and construction process will comply with all federal, state, and local appliable building, electrical and fire codes, as well as the National Electrical Code ("NEC"). All modules, inverters, energy storage systems, combiners, and disconnects will have Certificates of Compliance from Underwriters Laboratories ("UL") or an equivalent third party. The EPC Contractor shall also possess all professional and trade licenses required by the state and local authorities.

The EPC Contractor will create and maintain a health and safety manual in accordance with OSHA requirements which establishes appropriate rules and procedures concerning workplace safety.

All solid waste related to the construction, operation and maintenance of the Project shall be removed from the site promptly and disposed of in accordance with all federal, state, and local regulations.

Any hazardous materials related to the construction, operation and maintenance of the Project will be handled, stored, transported, and disposed of in accordance with all applicable local and state laws. The Project will comply with the existing septic and well regulations required by the McHenry County Health Department and the Illinois Department of Public Health. Noise from construction activities will be managed in accordance with all applicable local and state regulations.

There is no proposed lighting for this Project.

The inverters, energy storage systems, and transformers will be located on one or more concrete pads. Utility poles at the point of interconnection will be above ground. The solar array will cover approximately 32.3 acres and the total project area will cover approximately 34 acres. The panels will be surrounded by a seven (7) foot-high fence for safety and security purposes, as well as a landscape buffer to provide vegetative screening using native, pollinator-friendly plants. Entry into the fenced areas will be through gates with Knox Boxes for emergency access.

The Project design and planning has focused on minimizing any potential impacts to the surrounding neighborhood, in compliance with the Environmental Performance Standards listed in Section §16.60.040 of the Ordinance. The Project will produce electricity without requiring any combustion of materials. As a result, the community solar array will not cause or emit odors, dust, gas, smoke, or fumes. Further, the Project will have very few moving parts and will generate electricity primarily in a passive manner – collecting the sun's rays and converting energy associated with the rays into electricity. There will be no vibrations generated by the solar panels or racking during the operating period of the Project. There may be de minimis vibrations produced by the inverter, and any such vibrations will not extend beyond the host parcel's property lines. The array was designed to meet all required setbacks from neighboring properties and rights of way in compliance with the Ordinance.

A warning sign shall be provided at the facility entrance and along the perimeter fence including the facility's 911 address and a 24-hour emergency contact number. No outdoor storage is planned for the Project at this time. In the event outdoor storage is needed, the Project will apply for the necessary approvals for the contemplated storage.

The scope of work for construction of the Project will include, but is not limited to:

- Preservation of existing topsoil onsite;
- Construction of a gravel access road;
- Construction of project equipment pads;
- Construction of a temporary staging area(s); and
- Installation of solar panels and associated support equipment and structures
- Landscape work including pollinator plants, native plants, and landscape buffers.

3.2 Noise

The Project will operate in accordance with the applicable noise limits of the Illinois Pollution Control Board (IPCB). Solar panels themselves do not produce any noise. The only components in the array that generate noise are the inverters, transformers, and energy storage cabinets. The inverter pad and energy storage cabinet pad locations and design will ensure that any noise emitting components will be positioned at a sufficient distance and directed away from neighboring parcels. Kimley-Horn prepared a noise study that evaluated the projected sound levels generated by the inverters and ESS cooling components that are likely to be deployed for the Project. Please see **Appendix P** for the Noise Study. The Noise Study concludes that the Project will comply with the IPCB's noise limitations. The equipment pad, which will host the inverters, and the energy storage cabinets – the only noise-generating equipment associated with the Project – will be located approximately 700 feet from the nearest non-participating residence, which will allow the Project to easily comply with the IPCB's rules. Final inverter placement and system configuration will ensure continued compliance with Illinois Pollution Control Board standards. Accordingly, the Project, as designed, will more than comply with the ICPB's noise limits, and likewise the final placement for the equipment pad and system configuration will ensure continued compliance with the IPCB's noise limitations.

3.3 Vibration

There will be no vibrations generated by the solar panels or racking during the operating period of the Project. There may be de minimis vibrations produced by the inverter and ESS components, but any such vibrations will not extend beyond the host parcel's property lines. The Project's comprehensive maintenance plan includes routine inspections to assess and correct any malfunctioning equipment.

3.4 Environmental Impact

The Project will not emit any air pollution. It will in fact provide a net environmental carbon benefit. According to the EPA Clean Energy Equivalencies Calculator, the Project will avoid the environmental equivalent of 11,250 metric tons of carbon annually, comparable to:

- Carbon sequestered by 11,284 acres of forest
- 1,265,882 gallons of gasoline consumed each year
- 2,624 gas-powered passenger vehicles removed from our streets

A commitment to wildlife-sensitive construction and operation practices will allow for increased local biodiversity. TPE proposes to use pollinator-friendly ground cover underneath the Project and native plantings around the perimeter. These include clover and grass species that promote the establishment and long-term health of bee populations by providing bee and small mammal populations a new pollinator friendly habitat. The Project will not use any pesticides for vegetation management.

3.5 Toxic substances

There are no toxic substances in the panels. The Project will incorporate Tier 1 silicon-based panels, which have been analyzed as follows by North Carolina State University:

> Well over 80% (by weight) of the content of a PV panel is the tempered glass front and the aluminum frame, both of which are common building materials. Most of the remaining portion are common plastics, including polyethylene terephthalate in the back sheet, EVA encapsulation of the PV cells, polyphenol ether in the junction box, and polyethylene insulation on the wire leads. The active, working components of the system are the silicon photovoltaic cells, the small electrical leads connecting them together, and to the wires coming out of the back of the panel. The electricity generating and conducting components makeup less than 5% of the weight of most panels. The PV cell itself is nearly 100% silicon, and silicon is the second most common element in the Earth's crust. The silicon for PV cells is obtained by high-temperature processing of quartz sand (SiO2) that removes its oxygen molecules. The refined silicon is converted to a PV cell by adding extremely small amounts of boron and phosphorus, both of which are common and of very low toxicity.

The energy storage system will consist of Lithium-iron phosphate (LFP) battery cells. These cells contain a cathode made of lithium, iron, and phosphate, while the anode is typically made of graphite. The electrolyte contains lithium salts disolved in organic solvents which can be toxic if they came into contact with skin or eyes; however, they are safely contained within the battery cells. The overall composition of an LFP battery, particularly the robust and stable nature of its cathode materials, contributes to its reputation for safety and reduced environmental impact.

Please see **Appendix U** for the full solar safety report, and **Appendix V** for ESS safety information.

3.6 Fire Safety

The solar panels and racking, which comprise most of the Project's equipment, are not flammable. Tempered glass offers protection from heat and the elements, and the panels are designed to absorb heat as solar energy. From a study by North Carolina State University:

> …Concern over solar fire hazards should be limited because only a small portion of materials in the panels are flammable, and those components cannot self-support a significant fire. Flammable components of PV panels include the thin layers of polymer encapsulates surrounding the PV cells, polymer back sheets (framed panels only), plastic junction boxes on rear of panel, and insulation on wiring. The rest of the panel is composed of non-flammable components, notably including one or two layers of protective glass that make up over three quarters of the panel's weight.

Fire safety is critical in the design of energy storage systems. The Project has consulted with The Hiller Company for ESS safety and design expertise, and we have also met with the Woodstock Fire/Rescue District for their input. The ESS system will be designed to prevent thermal events which could potentially lead to a fire. The ESS will be modularized within storage containers made

up of self-contained, temperature-controlled units. The systems will be designed to meet the latest applicable codes and standards including:

- UL safety standards
    - UL 9540/1973/1741– Integrated Systems, Battery Management Systems, Inverters, Converters, Controllers, and Interconnection System Equipment for Use with Distributed Energy Resources
    - 9540A – Standard Test Method for Evaluating Thermal Runaway Fire Propagation in Battery Energy Storage Systems
- National Fire Protection Agency (NFPA) Standards
    - NFPA 855 – Standard for the Installation of Stationary Energy Storage Systems
    - NFPA 69– Standard on Explosion Prevention Systems
    - NFPA 72– National Fire Alarm and Signaling Code

The NFPA 855 standard has incorporated numerous learnings from previous fires. The energy storage system will be selected from vetted Tier 1 suppliers with proven track records and specifies Lithium-Ion Iron Phosphate (LFP) batteries, known for being significantly less prone to thermal runaway compared to other lithium-ion chemistries that have experienced issues. Furthermore, the energy storage system will utilize a modular design, ensuring that if a thermal event were to occur within a specific cell or module, it would be contained locally and prevented from spreading to the rest of the system or surrounding areas. The overall design of the system provides for adequate clearances allowing emergency responders access for life saving activities and ability to contain thermal events.

Planning for thermal event containment is critical. The project will provide the following:

- Provide an emergency response plan prior to construction start.
- Site monitoring through a remote operation center
- Provide training to staff and Fire Departments prior to commissioning as well by trained personnel with subject matter expertise on energy storage systems.
- NFPA 72 compliant system with FIrst Responders for ERP communication

The Project will also have a designed emergency response point of contact who will be versed in ESS failure modes and hazards.

Please see **Appendix U** for the full solar safety report, and **Appendix V** for ESS fire safety information.

3.7 Glare and Heat

As explained in the Fire Safety **Section 3.6**, there is no heat generated by the Project.

A glare study was performed by TPE using ForgeSolar software to assess the possible effect of reflectivity created by the proposed commercial solar energy facility. Based on the project specific location, sun position throughout the year, and the inputs/assumptions as shown in the report, no potential for glint or glare was identified in the analysis at any of the route receptors (roads) or neighboring observation receptors. No additional mitigation measures are recommended since no glint or glare is anticipated based on the results.

3.8 Setback Compliance, Landscape & Buffering Plan

The Project proposes to conform with all applicable McHenry County setbacks from neighboring properties and public rights-of-way. The solar panels will be located more than 50 feet from the nearest edge of the public right-of-way and more than 50 feet from adjacent properties not included in the subject property. As indicated by the Zoning Site Plan (**Appendix B**), the panels are anticipated to be set back more than 150 feet from the centerline of US Highway 14. The Zoning Site Plan also shows that the panels are also anticipated to be located more than 185 feet from the outside wall of any dwelling unit or occupied community building. The area underneath the solar array and buffer area will be seeded with a native pollinator friendly seed mix and comply with the Illinois Pollinator-Friendly Solar Site Act (525 ILCS 55/). Pollinator seed mixes are intended to provide food and shelter for wildlife and will attract a variety of pollinators and songbirds. The wildflowers and grasses in the mix will provide an attractive display of color from spring to fall and will provide nectar and food for pollinators and their larva. The Project will also maintain all areas within the leasing area, including those outside the Project footprint and within the buffer areas, in accordance with the Ordinance.

Per §16.56.030PP, any part of the facility that is within 500 feet of a nonparticipating residence, or a road right-of-way, shall be landscaped with an arrangement of native shrubs, subject to approval by the County Board.

3.9 FAA Filing

The Project filed using the Notice Criteria Tool with the FAA and the results indicated the Project did not exceed the Notice Criteria. As a result, no additional filings are required with the FAA. Please see **Appendix O** for a copy of the filing.

3.10 Safety and Security

The Project will be enclosed by a 7-foot-high security fence and locked gates, as required by the Ordinance and the National Electrical Code (NEC). Emergency access to the fenced areas will be through Knox-Boxes to provide the required 24-hour access. The gravel drives have been designed to allow emergency vehicle access, including fire trucks.

Emergency responders will be provided with the key/code for the Knox-Boxes.

3.11 Interconnection

The proposed Project will interconnect to an existing 12kV ComEd feeder on the distribution system. The utility will install approximately 180’ of 12kV in 6” conduit for an underground line extension (under Highway 14) and approximately 90’ of 12kV overhead line, along with multiple poles for metering and pole-top equipment on the Project property.

3.12 Operation and Maintenance

The Operation and Maintenance Plan is included as **Appendix Q**. Preventive maintenance will be conducted on a schedule based on manufacturer’s recommendations and industry best practices and standards of care. Regular maintenance will include vegetation control, fence inspection and physical inspection of all system components.

Vegetation underneath and between the solar panels and equipment will be well-maintained in the defined lease area to keep vegetation below the low edge of the solar panels at maximum tilt angle. Management should comply with any local ordinances or conditions of approval. Mowing and weed management schedules will be adjusted as needed to allow for flexibility based on based on the establishment of the seed mix, rainfall and vegetation growth. Any chemical control shall be used in accordance with Illinois noxious weed regulations. The Project will be monitored continuously for system failures via a Supervisory Control and Data Acquisition (SCADA) system and/or Data Acquisition System (DAS) system. Qualified and insured technicians will be dispatched to address any system failures.

3.13 Deconstruction and Decommissioning Plan

A Decommissioning Plan has been included as **Appendix R**, which has been designed to meet the standards specified in the AIMA as well as the Ordinance. Upon review and approval of the decommissioning cost estimate by the Zoning Enforcement Officer, the required Financial Assurance documentation to cover the estimated costs of decommissioning and site reclamation of the Project will be provided to the McHenry County Department of Planning and Development; a new engineer's estimate will be provided and approved every ten (10) years and the financial assurance amount updated, in accordance with the AIMA and the Ordinance.

Decommissioning will include removal of all structures (including panels, equipment, poles, piles, foundations, conduits, fencing, ESS components and roads) and restoration of soil and vegetation, to comply with the Ordinance. At the end of the operational life of the Project, the Project will be safely dismantled using conventional construction equipment. The Project consists of numerous materials that can be resold or recycled for significant scrap value, including steel, aluminum, glass, copper, and plastics. The solar panels are not considered hazardous waste. The panels used in the Project will contain silicon, glass, and aluminum, which have value for recycling. Often, current market salvage values of a Project exceed estimated decommissioning and site restoration expenses.

The site will be restored and reclaimed to approximately the pre-construction condition in conformance with the site lease agreement and the AIMA. It is assumed that the site will be returned to agricultural use after decommissioning and appropriate measures will be implemented to easily transition back to a use for agricultural purposes.

3.14 Avoidance and Mitigation of Damages to Public Infrastructure

Roads: Roadways improved in preparation for and during the construction of the commercial solar energy facility will be repaired and restored as required by McHenry County's Ordinance at the reasonable cost of the Project if the roadways have degraded or were damaged as a result of construction-related activities.

Drainage Systems: A drain tile survey will be completed as required by the AIMA. The Project will ensure no permanent adverse impact to existing mutual drains and drainage patterns. Within the footprints of the solar array, the Project will endeavor to maintain or improve drainage over that which currently exists on site by rerouting drainage networks within the project footprint around footprints where necessary and by repairing or replacing damaged drain tiles.

3.15 Pre-Construction Meeting

Prior to submission of the building permit application, a pre-construction meeting will be held. McHenry County Staff, McHenry County Farm Bureau staff, McHenry-Lake County Soil & Water Conservation District, and other interested parties as determined by Land Use staff and/or the facility owner will be invited. The seed mix selections for both temporary and long-term mixes will be determined at the time of the pre-construction meeting.

4.0 CONDITIONAL USE REVIEW CRITERIA

4.1 Approval Standards for Conditional Use (McHenry County Unified Development Ordinance §16.20.040E)

a) Please describe how the conditional use meets all applicable standards of UDO §16.56 (Use Standards) and §16.60 (Site Development Standards)?

The Project will meet all applicable standards as follows:

UDO §16.56 (Use Standards)

- The land shall be used or occupied in conformity with the regulations for the zoning district in which it is located.
- The Project shall comply with the requirements of the McHenry County Stormwater Management Ordinance, McHenry County Public Health Ordinance, and McHenry County Access Control and Right-of-Way Management Ordinance.
- The Project shall comply with any applicable state and federal laws and regulations.
- An EcoCAT is included with this submission.
- A site plan is included with this submission showing all improvements, including structures, fencing, power lines (above and below ground), lighting, and landscaping, at a detail sufficient to understand the location, height, appearance, and area.
- The proposed solar panels, structures, and electrical equipment, excluding fences and power lines for interconnection, will be erected no less than fifty (50) feet from any lot line and no less than one hundred and fifty (150) feet from any residence.
- None of the proposed structures, excluding power lines for interconnection, will exceed fifteen (15) feet in height. Power lines will be placed underground to the maximum extent possible.
- There is no lighting planned for the Project.
- The proposed solar panels will have a surface that minimizes glare and shall comply with §16.60.040D. (Lighting and Glare). In addition, please see Section 3.6, above – a glare study (**Appendix N**) was prepared for the Project which shows no glare.
- The Project is situated to minimize impacts to woodlands, savannas, wetlands, drainage tiles, and encroachment into flood plains. The Project will comply with the Stormwater Management Ordinance. Any damaged drainage tiles shall be repaired.

- To prevent erosion, manage run-off, and provide ecological benefit, the Project will be planted with "low-profile" native prairie species, using a mix appropriate for the region and soil conditions.
- The proposed fencing complies with the National Electrical Code.
- Any part of the Project that is within five hundred (500) feet of a residence, other than a residence on the same ownership parcel, or road right-of-way, shall be landscaped with an arrangement of native shrubs, subject to approval by the County, unless the facility is screened from view by existing vegetation.
- Prior to construction, the Project shall prepare a landscape monitoring and maintenance plan to ensure the establishment and continued maintenance of the native prairie species, all installed landscape screening, and all existing vegetation that provides required landscape screening.
- As discussed in Section 2.3.6 above, the Project has submitted a signed Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture (IDOA), as required by the Illinois Counties Code.
- Prior to construction, the Project shall prepare an emergency management plan acceptable to the County and the local fire district and shall be responsible for training of emergency personnel, as needed.
- A sign shall be posted providing the name of the operator and a phone number to be used in case of an on-site emergency.
- Access shall be granted, provided appropriate advance notice, for periodic inspection of the site by the County or the local fire district.
- Damaged solar panels shall be removed, repaired, or replaced within sixty (60) days of the damage. The ground shall remain free of debris from damaged solar panels at all times.
- The solar farm shall be considered abandoned if the operator fails to pay rent as specified in the Agricultural Impact Mitigation Agreement, or it ceases to generate electricity for a period of twelve (12) consecutive months. Reports of electrical power production shall be provided to the County upon request. If abandoned, the Project will be decommissioned and removed within twelve (12) months from the time it is deemed abandoned.
- Decommissioning and removal of the solar farm shall be the responsibility of the Project upon abandonment or revocation of the conditional use permit.
- With this application, the Project has submitted a decommissioning plan that includes removal of all solar panels, electrical equipment, poles, piles, foundations, conduits (above and below ground), access roads, fencing, groundcover, and landscaping. Upon review and approval by the Zoning Enforcement Officer of the decommissioning cost estimate, the operator shall obtain a bond, letter of credit, or other form of surety acceptable to the County to be held by the Department of Planning and Development in the amount of one hundred percent (100%) of the estimate. An updated engineer's decommissioning cost estimate will be provided and approved every ten (10) years and the financial assurance amount updated, in accordance with the AIMA and the Ordinance.

UDO §16.60 (Site Development Standards)

- No dwelling units or buildings are proposed for the Project.
- The parcel fronts on a public street.
- The Project complies with all setback rules for commercial solar energy facilities, as required in Section §16.56.030PP. See Section 3.7.1 above for additional discussion about compliance with setbacks.
- The Project does not require any encroachments.
- No lighting is proposed for the Project.
- No parking lot is required for the Project.
- No heat, light, glare, or odors will be produced by the Project. Dust will be mitigated during construction and operation. Solar panel waste is not considered hazardous, and the Project will comply with all waste removal best practices. The Project will comply with best practices regarding any potential fire or panel damage.
- The Project will not generate any toxic or hazardous materials. See Section 3.4 above.
- No new streets are proposed for the Project.
- The Project Landscape Plan includes as well as a landscape buffer to provide vegetative screening using native, pollinator-friendly plants on the south and west sides of the project.

b) Is the conditional use compatible with the existing or planned future development of the area?

The Project is designed to be harmonious and compatible with the surrounding agricultural properties. The proposed use will not generate additional traffic, noise, emissions, or erosion during the operation of the Project. Per the Minnesota Rural Water Association, solar installations with native pollinator-friendly ground cover achieve positive impacts similar to soil conservation projects, which reduce soil erosion, reduce soil quality degradation, and improve water quality. This report is included in **Appendix U**. As such, the Project will leave the land ready for farming when the Project reaches the end of its operational life.

c) Is the conditional use detrimental to or endanger the public health, safety, morals, comfort or general welfare of the area?

The Project will not negatively impact the environment by creating air, noise, or water pollution; ground contamination; or unsightly views. Numerous studies have shown that solar arrays and their components do not have a negative environmental impact. Please refer to **Appendices U** and **V** for a copy of these studies. The Project will not emit any air pollution of any kind and any sound generated by the Project's operations) will comply with the Illinois Pollution Control Board's limitations on noise. Also, please refer to IDNR's response to the Project's EcoCat submission in **Appendix G**. The Project will comply with all local, state, and federal regulations and will be operated in a safe manner at all times. Dust control and E&S measures will be put in place during construction to alleviate potential issues that may arise with construction, operation, and maintenance. A glare study was performed and showed no glare to nearby routes and residences, as shown in **Appendix N**. In addition, the

Project will also promote the general welfare of McHenry County by supplying new jobs and new tax revenue to the area.

d) *Will the conditional use be injurious to the use and enjoyment of other property in the area?*

The Project will not interfere with the use and enjoyment of nearby properties. As stated above, the Project will generate clean, renewable electricity while producing no air, noise, or water pollution, ground contamination or unsightly views. The landscape buffer and existing vegetation around the site will be provided and preserved to screen the Project from the view of neighbors and roads. TPE proposes to use pollinator-friendly ground cover underneath the Project and native plantings around the perimeter. These include clover and grass species that promote the establishment and long-term health of bee populations. Please refer to the Landscape Plan provided in **Appendix B** for more details. The replacement of row crops with a pollinator seed mix will be a net positive for stormwater. As noted in the response to 4.1(b) earlier in this section, per the Minnesota Rural Water Association, solar installations with native pollinator-friendly ground cover achieve positive impacts similar to soil conservation projects, which reduce soil erosion, reduce soil quality degradation, and improve water quality. This report is included in **Appendix U**. The Project will be designed to account for all existing features, environmental features, and the county's Ordinance. Please refer to **Appendix B** for the Site Plan. The Project's Operations and Maintenance Plan (see **Appendix Q**) also demonstrates how it will manage vegetation and weed control to prevent any unwanted vegetation from encroaching upon neighboring properties.

e) Will the conditional use substantially diminish and impair property value in the area?

The Project will not be detrimental to the value of other properties or improvements in the vicinity. As indicated by the Cohn Reznick property value impact study, **Appendix L**, the existence of the Project will have no negative impact on neighboring property values, and therefore will not substantially diminish or impair property values in the vicinity of the Project. The CohnReznick property value impact study indicates that solar facilities located in similar areas, with similar land uses, do not cause any negative impacts to adjacent real estate, based on a review of academic studies, CohnReznick's own paired sales data, and interviews with County Assessors and other Market Participants. The reports further detail how solar facilities are generally harmonious with surrounding uses.

f) Are adequate utilities, access roads, drainage, and other necessary facilities provided?

The Project will have adequate utility interconnections designed in collaboration with ComEd. The Project does not require water, sewer, or any other public utility facilities to operate. The Project will also build all roads and entrances necessary to access its facilities. A drain tile survey will be completed prior to construction and foundation design will work around or reroute any identified drain tiles to ensure proper drainage. The Project will also be designed in a manner that will not materially modify existing water drainage patterns around its facilities.

g) Has conditional use operation been designed to provide ingress and egress to minimize traffic congestion and hazard on the public streets?

The Project will be designed to include all roads and road entrances necessary to provide adequate ingress and egress to its facilities. Construction traffic will include approximately 25 work trucks per day. Considering the low number of work trucks visiting the Project site over the construction phase, traffic patterns in the vicinity of the Project will not be impacted.

The Project will have minimal traffic upon completion of construction. Landscape maintenance and maintenance to the Project components are anticipated to occur on an as-needed basis, consistent with the Maintenance and Operations Plan. Existing traffic patterns will not be impacted in the post-construction, operations phase.

h) Will the conditional use conform to the applicable standards of the underlying zoning district?

The Project will comply with the standards set forth in Section §16.56.030PP as well as all other standards in the agricultural zoning district, and all local, state, and federal regulations and will be operated in a safe manner at all times.

i) Will the conditional use be reasonably in the interest of the public welfare?

The Project will provide a desirable service and facility which will further the public convenience and contribute to the general welfare of the neighborhood or community. The Project will enhance the local electric grid by serving as a new, direct source for electricity generation in the community. The Project will also promote the general welfare of McHenry County by supplying new jobs, new tax revenue and will be a source of generation of local, sustainable, clean, pollution-free renewable electricity. Also, the community will benefit from the significant economic benefit without stressing community infrastructure. The Project will also offer community members an opportunity to subscribe to the delivery of electricity from the Project and potentially enjoy a discount for the purchase of that electricity.

j) Will there be adequate measures taken to provide protection to groundwater recharge and groundwater quality?

The Project will be designed to account for all existing features, environmental features, and the county's Ordinance. Please refer to **Appendix B** for the Zoning Site Plan. TPE proposes to use pollinator friendly ground cover underneath the Project and native plantings around the perimeter. These include clover and grass species that promote the establishment and long-term health of bee populations. Please refer to the Landscape Plan provided in **Appendix B**. The replacement of row crops with a pollinator seed mix will be a net positive for stormwater. As noted in in 4.1(b), according

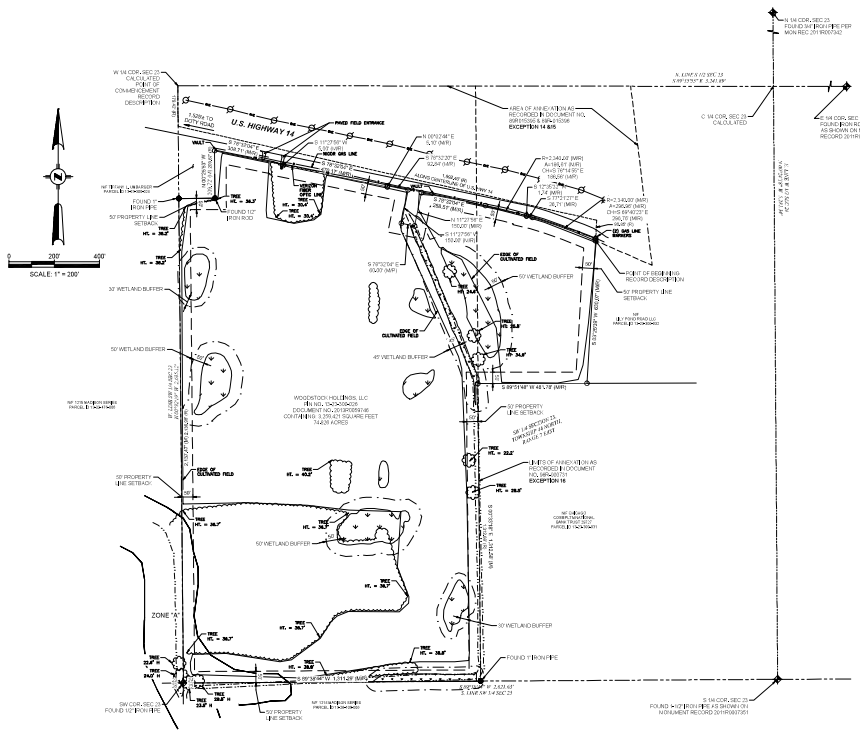
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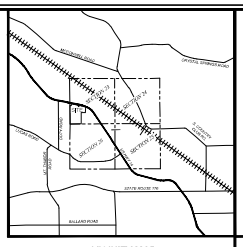
ALTA/NSPS LAND TITLE SURVEY

FOR

TPE IL MH376, LLC

A TRACT OF LAND LOCATED IN PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN MCHENRY COUNTY, STATE OF ILLINOIS





VICINITY MAP

N.T.S.

SCHEDULE B , PART II - EXCEPTIONS

EASEMENTS LISTED BELOW WERE TAKEN FROM A TITLE COMMITMENT ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. NTI-IL30065-L1, COMMITMENT DATE APRIL 28, 2025 AT 12:00 AM

EXCEPT AS OTHERWISE EXPRESSLY NOTED IN NOTES BELOW, LVI SURVEY CO. DID NOT EXAMINE OR ADDRESS THE EFFECTS OF ANY ENCUMBRANCES (RULE, TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, RESERVATIONS AND/OR RESTRICTIONS CONTAINED IN THE DOCUMENTS REFERRED TO IN ANY ITEMS CONTAINED IN THE TITLE COMMITMENT LISTED BELOW) IMPOSED BY PUBLIC DOCUMENTS SHOWN OR NOTED HEREON OTHER THAN RESTRICTIONS BASED ON RACE, COLOR, RELIGION AND WHETHER NOT EXEMPTED AS TO RESIDENTIAL REAL PROPERTY UNDER FEDERAL CONDITIONAL TERMS, OR AS TO THE RIGHT TO GRANT THE SAME.

SCHEDULE B, - OF THE ABOVE TITLE COMMITMENT CONTAINS REQUIREMENTS REGARDING LIENS, TAXES, MORTGAGES AND LEASES THAT WERE NOT EXAMINED OR ADDRESSED BY LVI SURVEY CO.

EXCEPTION NOS. 4-6 ARE STANDARD EXCEPTIONS AND CONTAIN NO PLOTTABLE INFORMATION. LVI MAKES NO DETERMINATIONS IN REGARDS TO LIEN AND GMS RECORDS, MINERAL LEASES, ROYALTIES OR RESERVATIONS.

10. RIGHT OF WAY FOR DRAINAGE DITCH PURPOSES RECORDED ON JULY 23, 1963 IN BOOK 59, PAGE 582 (DOCUMENT NOT REPRESENTED) **NOT PLOTTABLE**

11. RIGHT OF WAY FOR WATER DRAINAGE RECORDED ON OCTOBER 15, 1964 IN BOOK 61, PAGE 123, **NOT PLOTTABLE**

12. EASEMENT GRANTED TO ILLINOIS BELL TELEPHONE COMPANY, EXECUTED ON AUGUST 8, 1977 AND RECORDED DECEMBER 9, 1977 AS DOCUMENT NO. 1794112, **DOES NOT AFFECT SUBJECT PROPERTY – ADDITIONAL ROAD RIGHT OF WAY WAS TAKEN FOR U.S. HWY 14, AS SHOWN IN 2020 AND THE SOUTHERLY ROAD RIGHT OF WAY LINE FROM BEFORE THE ADDITIONAL RIGHT OF WAY TAKING IN 2019.**

13. INTENTIONALLY DELETED

14. ORDINANCE NO. 1989-09 PROVIDING THE EXECUTION OF AN ANNEXATION AGREEMENT, RECORDED ON MAY 19, 1989 AS DOCUMENT NO. 89R010339, **DOES NOT AFFECT SUBJECT PROPERTY – AS SHOWN HEREON**

15. ORDINANCE NO. 1989-09 GRANTING A SPECIAL USE OF CERTAIN LANDS TO THE CITY OF WOODSTOCK, MCHENRY COUNTY, ILLINOIS, RECORDED ON MAY 19, 1989 AS DOCUMENT NO. 89R010355, **DOES NOT AFFECT SUBJECT PROPERTY – AS SHOWN HEREON**

16. ORDINANCE ANNEXING CERTAIN TERRITORY TO THE VILLAGE OF HUNTLEY, MCHENRY COUNTY, ILLINOIS, RECORDED ON JANUARY 4, 1999 AS DOCUMENT NO. 99R000701, **AFFECTS SUBJECT PROPERTY – APPLIES TO THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 23**

17. PLAT OF CENTERLINE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NO. 1989R0019869 **DOES NOT AFFECT SUBJECT PROPERTY**

18. INTENTIONALLY DELETED

19. INTENTIONALLY DELETED

20. INTENTIONALLY DELETED

21. PLAT OF HIGHWAY RECORDED ON AUGUST 30, 2019 AS DOCUMENT NO. 2019R0029191, **DOES NOT AFFECT SUBJECT PROPERTY**

22. MEMORANDUM OF LEASE OPTION MADE BY AND BETWEEN WOODSTOCK HOLDINGS, LLC AND TPE IL MH376, LLC DATED AS OF MARCH 31, 2023 AND RECORDED ON APRIL 3, 2023 AS DOCUMENT NO. 2023R0006643, **AFFECTS SUBJECT PROPERTY - BLANKET IN NATURE**

RECORD DESCRIPTION

PART OF THE WEST HALF OF THE SOUTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SAID WEST HALF OF THE SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 33 MINUTES 19 SECONDS EAST ALONG THE WEST LINE THEREOF, 179.42 FEET TO THE CENTERLINE OF ILLROUTE 14/PER PLAT OF DEDICATION RECORDED AS DOCUMENT NO. 1989R0019869; THENCE SOUTH 77 DEGREES 31 MINUTES 27 SECONDS EAST ALONG SAID CENTERLINE, 1662.48 FEET TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN BOOK 439 OF DEEDS, PAGE 499; THENCE SOUTH 09 DEGREES 28 MINUTES 00 SECONDS WEST ALONG THE WEST LINE THEREOF, 40.00 FEET TO THE SOUTHERLINE OF THE LANDS DESCRIBED IN BOOK 439 OF DEEDS, PAGE 499 AND THE POINT OF BEGINNING; THENCE NORTHWESTERLY ON A CHORD FEET ALONG SAID SOUTHERLINE AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 3,140.20 FEET, THE CHORD OF WHICH BEARS NORTH 06 DEGREES 14 MINUTES 32 SECONDS WEST, 1,140.81 FEET; THENCE SOUTH 75 DEGREES 27 MINUTES 40 SECONDS WEST ALONG THE SOUTHERLINE OF THE LANDS DESCRIBED IN DOCUMENT NO. 1989R0019869, 1,140.81 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 09 DEGREES 28 MINUTES 00 SECONDS WEST ALONG THE EAST LINE THEREOF, 35.21 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 13 DEGREES 35 MINUTES 32 SECONDS EAST ALONG THE WEST LINE THEREOF, 1,140.81 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 75 DEGREES 27 MINUTES 40 SECONDS EAST ALONG THE NORTHERLINE OF THE LANDS DESCRIBED IN DOCUMENT NO. 1989R0019869, 1,140.81 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE WESTERLY 1,140.81 FEET ALONG SAID SOUTHERLINE AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 3,140.20 FEET, THE CHORD OF WHICH BEARS NORTH 76 DEGREES 14 MINUTES 32 SECONDS EAST, FOR A LENGTH OF 1,140.81 FEET; THENCE ALONG SAID SOUTHERLINE THE FOLLOWING 9 COURSES: (1) THENCE NORTH 70 DEGREES 02 MINUTES 04 SECONDS WEST, 289.01 FEET; (2) THENCE SOUTH 71 DEGREES 31 MINUTES 56 SECONDS WEST, 150.00 FEET; THENCE NORTH 70 DEGREES 02 MINUTES 04 SECONDS WEST, 150.00 FEET; (4) THENCE NORTH 71 DEGREES 31 MINUTES 56 SECONDS EAST, 150.00 FEET; (5) THENCE NORTH 70 DEGREES 02 MINUTES 04 SECONDS WEST, 1,210.00 FEET; (6) THENCE NORTH 19 DEGREES 57 MINUTES 56 SECONDS EAST, 345.00 FEET; (7) THENCE NORTH 11 DEGREES 24 MINUTES 56 SECONDS EAST, 345.00 FEET; (8) THENCE NORTH 19 DEGREES 57 MINUTES 56 SECONDS EAST, 395.71 FEET TO THE EAST LINE OF THE LANDS DESCRIBED IN DOCUMENT NO. 2005R0009091; THENCE SOUTH 00 DEGREES 02 MINUTES 19 SECONDS EAST ALONG SAID EAST LINE, 209.67 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89 DEGREES 57 MINUTES 41 SECONDS WEST ALONG THE SOUTH LINE THEREOF, 199.29 FEET TO THE WEST LINE OF THE S.E¼ WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 23; THENCE SOUTH 00 DEGREES 02 MINUTES 19 SECONDS EAST ALONG SAID WEST LINE, 2,134.24 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES 58 MINUTES 08 SECONDS EAST ALONG THE SOUTH LINE THEREOF, 1,311.29 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 00 DEGREES 02 MINUTES 19 SECONDS WEST ALONG THE EAST LINE THEREOF, 1,311.24 FEET TO THE SOUTHWEST CORNER OF THE NW¼ NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 59 MINUTES 46 SECONDS EAST ALONG THE SOUTH LINE THEREOF, 49.15 FEET TO THE WEST LINE OF SAID LANDS DESCRIBED IN BOOK 439 OF DEEDS, PAGE 499; THENCE NORTH 09 DEGREES 28 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE, 659.07 FEET TO THE PLACE OF BEGINNING IN MCHENRY COUNTY, ILLINOIS.

LEGEND

✦	FOUND SECTION CORNER AS NOTED
●	FOUND PROPERTY CORNER AS NOTED
○	UNRECOVERED CORNER
⌀	POWER POLE
⊕	GUY WIRE
⊸	SIGN
◇	UTILITY MARKER
(M)	AS MEASURED
(R)	AS RECORDED IN DEED
	PROPERTY LINE
	SECTION LINE
	QUARTER SECTION LINE
	ROAD RIGHT-OF-WAY LINE
	EDGE OF WATER BODY
	OVERHEAD ELECTRIC LINE
	UNDERGROUND GAS LINE
	UNDERGROUND FIBER OPTIC LINE

GENERAL NOTES:

1. THE PLAN SHOWN HEREON IS BASED ON A FIELD SURVEY PERFORMED BY LVI SURVEY COMPANY ON JANUARY 29-30, 2025 AND FEBRUARY 27-28, 2025.

2. DISTANCES AND BEARINGS NOTED ON BOUNDARY SHALL RUN ONLY TO THE PERSON OR PERSONS FOR WHOM THIS SURVEY WAS PERFORMED. CERTIFICATIONS ARE NOT TRANSFERABLE TO SUBSEQUENT OWNERS.

3. NO ENVIRONMENTAL INVESTIGATIONS OR SURVEYS WERE MADE FOR THIS PLAT AND IT THEREFORE DOES NOT REFLECT THE CONDITIONS WHICH MAY BE REVEALED TO THIS PROPERTY THROUGH THOSE ADDITIONAL SURVEYS.

4. THE HORIZONTAL DATUM FOR THIS PROJECT IS REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, ILLINOIS EAST ZONE.

TABLE A ITEMS TO BE ADDRESSED

ITEM 1, PROPERTY CORNERS NOT YET SET.

ITEM 2, ADDRESS OF SURVEYED PROPERTY: 8015 US HWY 14 WOODSTOCK, IL 60098.

ITEM 3, THE PROPERTY IS PARTIALLY LOCATED IN ZONE 'A' SPECIAL FLOOD HAZARD AREAS WITHOUT BASE FLOOD ELEVATION, AS SHOWN ON THE FLOOD INSURANCE RATE MAP FOR MCHENRY COUNTY, ILLINOIS AND INCORPORATED AREAS, MAP NUMBER 17111C0234J, EFFECTIVE DATE NOVEMBER 16, 2006, AND SURVEYOR WAS DONE TO DETERMINE FLOOD ZONES SHOWN HEREON AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS. A LOMA OR LOMR CAN APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

ITEM 4, SEE PLAN VIEW.

ITEM 5, CONTOUR DATA HAS NOT BEEN PROVIDED

ITEM 6a, NO ZONING REPORT HAS BEEN PROVIDED.

ITEM 6b, NO ZONING REPORT HAS BEEN PROVIDED.

ITEM 7, THERE ARE NO BUILDINGS LOCATED ON THE PROPERTY.

ITEM 8, ALL SUBSTANTIAL FEATURES, INCLUDING ANY ABOVE GROUND UTILITIES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK ARE AS SHOWN.

ITEM 9, THERE ARE NO DESIGNATABLE PARKING SPACES OR PARKING AREAS.

ITEM 10, THERE ARE NO PARTY WALLS.

ITEM 11a, A GNE CALL #WS PLACED FOR THIS SURVEY, 811 TICKET NO. 125228954.

ITEM 11b, UNDERGROUND UTILITIES SHOWN HEREON WERE MARKED OUT AND LOCATED BY LW SURVEY COUNTING THE PRELIMINARY SURVEY.

ITEM 13, ADJOINING PROPERTY OWNER NAMES WERE SOURCED FROM THE MCHENRY COUNTY GIS.

ITEM 14, THE SUBJECT PROPERTY IS LOCATED 1,522 FEET OF THE INTERSECTION OF DOTY ROAD AND U.S. HIGHWAY 14, THE PROPERTY HAS DIRECT ACCESS TO U.S. HIGHWAY 14.

ITEM 16, THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

ITEM 17, LWS IS AWARE OF NO CHANGES IN STREET RIGHT-OF-WAY LINES.

ITEM 18, NO ADDITIONAL EASEMENTS WERE DISCLOSED OR DISCOVERED DURING THE TIME OF THIS SURVEY.

ITEM 19, THERE ARE NO GAPS, STRIPS OR GORES BETWEEN THE SUBJECT PROPERTY AND THE ADJOINING LANDS OR THE SUBJECT PROPERTY AND PUBLIC RIGHT-OF-WAY FOR THE CHICAGO AND NORTHWESTERN RAILROAD.

ITEM 20a, THERE WERE NO VISIBLE ENCROACHMENTS FOUND DURING THE PRELIMINARY SURVEY.

SURVEYOR'S CERTIFICATE

TO: *TPE IL MH376, LLC AND FIDELITY NATIONAL TITLE INSURANCE COMPANY*

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6a, 6b, 7a, 7b, 7c, 8, 9, 10, 11a, 11b, 13, 14, 15, 16, 17, 18, 19, 20a AND OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON FEBRUARY 28, 2025.

DATE OF PLAT OR MAP:_____

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

_____

CHRISTOPHER D. LEDDING
ILLINOIS PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 035-003776
EMAIL: CHRIS@LWSURVEY.COM
PHONE: (815) 344-3870
FOR & ON BEHALF OF LW SURVEY CO.
DESIGN FIRM # 184.005165-0005

LWS
4266 BELL RD, SUITE B
NEWBURGH, IN 47630

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	3/25/25	UPDATE PER COMMENTS	CDL

DESIGNED BY:	LLS
DRAWN BY:	ASC
CHECKED BY:	CDL
FIELD WORK BY:	ASC

PROJ. NO.:	5855
FILE NAME:	5855-ALTA.DWG
SCALE:	1"=200'
DETAIL:	

ALTA/NSPS LAND TITLE SURVEY
OF LANDS OF
WOODSTOCK HOLDINGS, L.L.C
FOR TPE IL MH376, LLC

DRAWING NO.

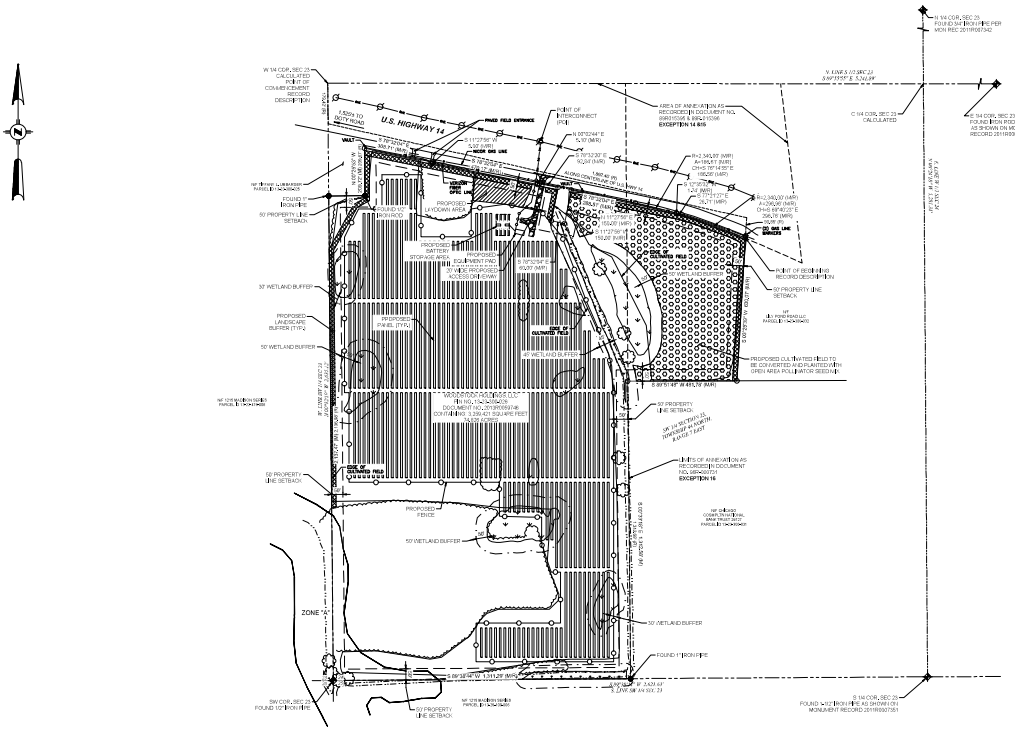
1 OF 2

ALTA/NSPS LAND TITLE SURVEY

FOR

TPE IL MH376, LLC

A TRACT OF LAND LOCATED IN PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 44 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN MCHENRY COUNTY, STATE OF ILLINOIS


U.S. HIGHWAY 14
FIXED FIELD ENTRANCE
POINT OF INTERCONNECT (POI)
AREA OF ANNEXATION AS RECORDED IN DOCUMENT NO. 2007070061 & MPC2150W
EXCEPTION 14 &15
POINT OF BEGINNING RECORD DESCRIPTION
50' PROPERTY LINE SETBACK
37' WETLAND BUFFER
50' WETLAND BUFFER
PROPOSED LANDSCAPE BUFFER (TYP.)
PROPOSED DETENTION AREA
PROPOSED LAYDOWN AREA
PROPOSED EQUIPMENT PAD
PROPOSED ACCESS DRIVE
PROPOSED FENCE
PROPOSED CULVERTED FIELD TO BE CONVERTED AND PLANTED WITH OPEN AREA POLLINATOR SEEDING
ANNEXATION AS RECORDED IN DOCUMENT NO. 98R007072
EXCEPTION 16
ZONE "X"
FOUND 1" IRON PIPE
W 1/4 COR, SEC 23 CALCULATED PER DOCUMENT NO. 2019R007342
SW CNR, SEC 23 FOUND 1/2" IRON PIPE
S 1/4 COR, SEC 23 FOUND 5/8" IRON PIPE AS SHOWN ON MONUMENT RECORD 2019R007591
E 1/4 COR, SEC 23 FOUND IRON ROD WITH CAP AS SHOWN ON MONUMENT RECORD 2019R007341
C 1/4 COR, SEC 23 CALCULATED
N 89°57'39" W 1,311.28' (M&R)
S 89°57'39" W 1,311.28' (M&R)
S 89°57'39" W 615.19' (M&R)
S 89°57'39" W 615.19' (M&R)
S 89°57'39" W 615.19

Agenda Item No: 11b

City Council
Agenda Supplement

Meeting Date: June 17, 2025

Item: Special Event Request - Crystal Lake Brewing Company Oktoberfest

Staff Recommendation: Motion to approve a Special Event Permit for the Crystal Lake Brewing Company Oktoberfest to be held Friday, September 12, 2025 from 3:00 p.m. to 11:00 p.m. and Saturday September 13, 2025 from 12:00 p.m. to 11:00 p.m. pursuant to the recommended conditions

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

Background:
The Crystal Lake Brewing Company has requested a Special Event approval to hold their 11th annual Oktoberfest on Friday, September 12th from 3 p.m. to 11 p.m. with live music until 10 p.m. and Saturday, September 13th from 12 p.m. to 11 p.m. with live music until 10 p.m. The event is proposed to be held in the parking lot of their building at 150 North Main Street. The festival includes live music, food vendors, and beer sales. The layout of the event is the same as previous years.

City staff has reviewed the applicant's requests. Last year, due to comments from residents on First Street a recommended condition of approval was added to address on-street parking (see condition #2). No additional comments were received from the neighbors following last year's event. The following are conditions of approval:

1) This approval is valid for the Special Event to be held on Friday, September 12th from 3 p.m. to 11 p.m. and Saturday, September 13th from 12 p.m. to 11 p.m.
2) Organizers are to contact the Police Department for official "No Parking" signs that are to be posted along Gates Street and First Street. The "No Parking" signs are not to be posted on telephone poles and are to be removed the day after the event. Signs must be posted directing attendees to various City parking lots that can be used during the event. A map of the Railroad Street parking lot is attached.
3) Should valet parking be offered, parking attendant should wear clothing to make them more visible at night as they walk between the festival site and remote parking area.
4) Tents/Canopies to be used for this event must follow City guidelines. Inspection(s) shall be completed PRIOR to event for every occurrence (if used for event). Contact the Community Risk Management team to schedule an inspection 815-356-3700.

5) No smoking, cooking or open flames is permitted under canopies/tents.
6) Provide adequate lighting for participants during night hours. Submit stage lighting and canopy lighting specifications if applicable.
7) Obtain any necessary approvals from McHenry County Health Department.
8) Temporary wiring must comply with the 2017 National Electrical Code:
9) The site must be inspected the day prior to the event for compliance with canopy spacing (if applicable), electrical connections, etc.
10) Barricades shall be placed so that firefighters are able to move them if emergency vehicles need access.
11) A minimum 20' access lane shall be maintained within fire lanes to allow access for emergency vehicles in the parking lot.
12) The applicant must provide adequate trash receptacles, which need to be emptied on a regular basis throughout the event, and following post-event cleanup. Waste materials in/under and within 30 feet of all tents/canopies need to be stored in approved containers. (Garbage cans must be provided for waste.)
13) Vendors are responsible for site clean-up, with all garbage removed at the end of each event day.
14) All electrical connections and cords shall meet the requirements of the 2017 National Electric Code. Contact the Building Department at (815) 356-3605 if you have any questions.
15) All electrical cords shall be covered to avoid a potential trip hazard. Electrical cords shall utilize an approved, commercially available cord protector.
16) All food trucks must meet the requirements listed in City Code Chapter 385-35, including a permit and an inspection of the truck by the Crystal Lake Fire Prevention Bureau. The petitioner shall contact the Fire Prevention Bureau to arrange for an inspection prior to the event.
17) Maximum occupancy limits of the building must be maintained throughout the event.

The applicants have been made aware of these recommended conditions and will attend the June 17th, 2025 City Council meeting to answer any questions. The application materials have been attached for reference.

Votes Required to Pass:
Simple majority vote

CITY OF Crystal Lake ILLINOIS

SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

EVENT NAME CLB's 11th Annual Oktoberfest

EVENT LOCATION Crystal Lake Brewing

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

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

GENERAL EVENT INFORMATION

1. TYPE OF EVENT (Check all that apply)

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

2. General Description/Purpose of the event: Celebration of Fall with the release of CLB's Oktoberfest Lager, a lineup of food trucks and Live Bands.

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

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

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

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

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

8. Number of persons scheduled to monitor and work the event: 15-20

9. Estimated attendance: 800-1000 per day

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

ORGANIZATION INFORMATION

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

12. Name of Event Manager: Beth Alberger

13. Contact Information for Event Manager:

Address: 150 N Main Street
Crystal Lake, IL 60014

(Please check preferred means of contact)

Daytime phone: [redacted] ☐

Emergency phone: [redacted] Ryan Clooney ☐

Cell phone: ☒

Email: beth@crystallakebrew.com ☐

EVENT OPERATION

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

Set Up: Thu, Sep 11th 9-4pm
Event: Fri, Sep 12th & Sat, Sep 13th
Dismantling: Sun, Sep 14th & Mon, Sep 15th
LEd's pickup

15. Hours of the event:

Set Up: 9-4pm
Event: Fri, 3-11pm and Sat, 12-11pm
Dismantling: Sun 10-1pm / Mon am

Live Music stops at 10pm

CITY MANAGER'S OFFICE

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

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

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

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

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

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

beer, cider, seltzer

Please complete the attached Temporary Liquor License Application

COMMUNITY DEVELOPMENT

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

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

Temporary community event signs	☐ Yes	☒ No
Temporary neighborhood event signs	☐ Yes	☒ No
Directional signs	☐ Yes	☒ No
Banner	☒ Yes	☐ No

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

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

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

Description of Products: YOUR SISTERS TOMATO, Indaba USA, Perk n Pickle, Wild Agave

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

Name of Company: Crown Restrooms / LRS
Address: 1704 Lamb Rd Unit B, Woodstock, IL 60098
Phone: 815-206-3689

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

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

power at fenceline & power panel in garage

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

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

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

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

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

First Aid Kits

PUBLIC WORKS

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

If yes, please complete the attached Barricade Borrowing Application

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

Specify _____

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

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

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

Bob Alberger
Signature

5/28/08
Date

Beth Alberger
Print Name

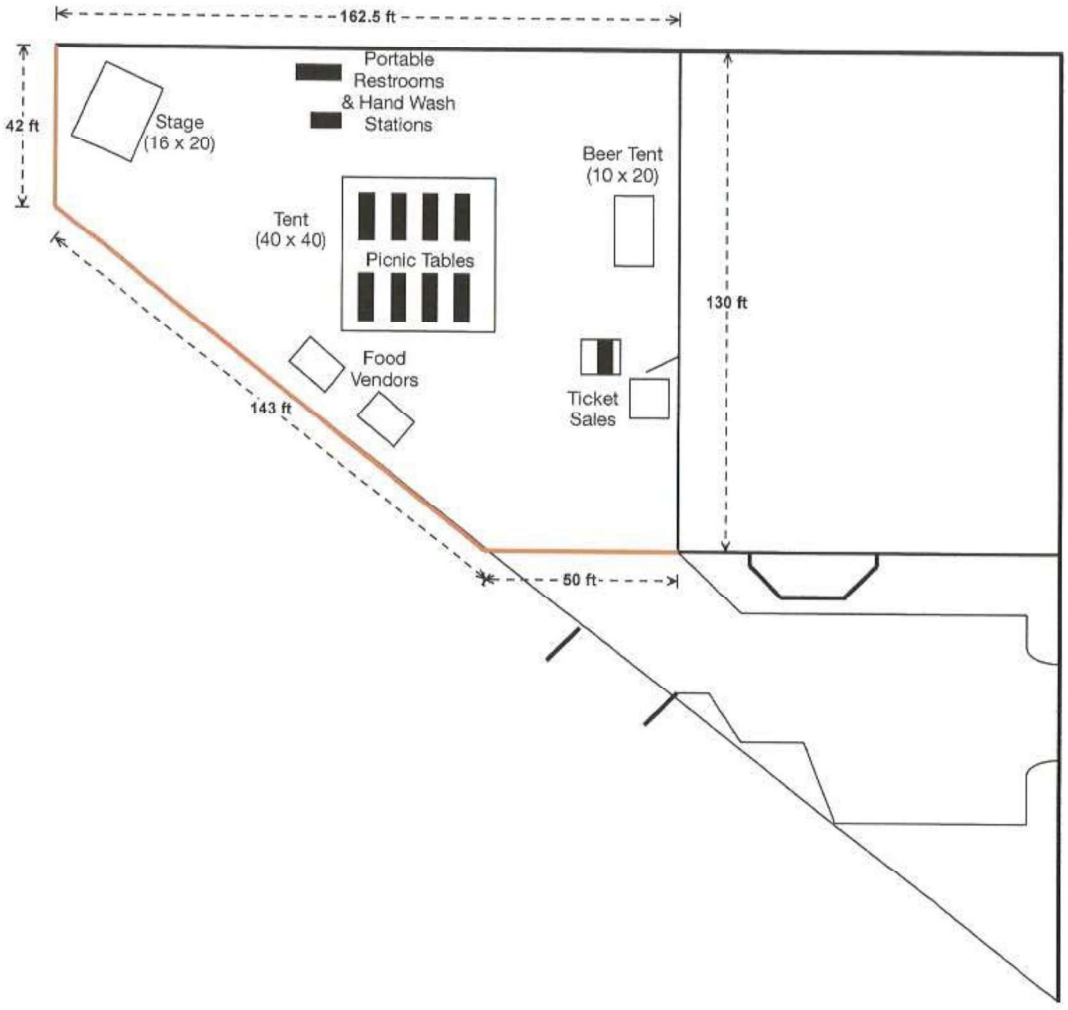
STAFF USE ONLY

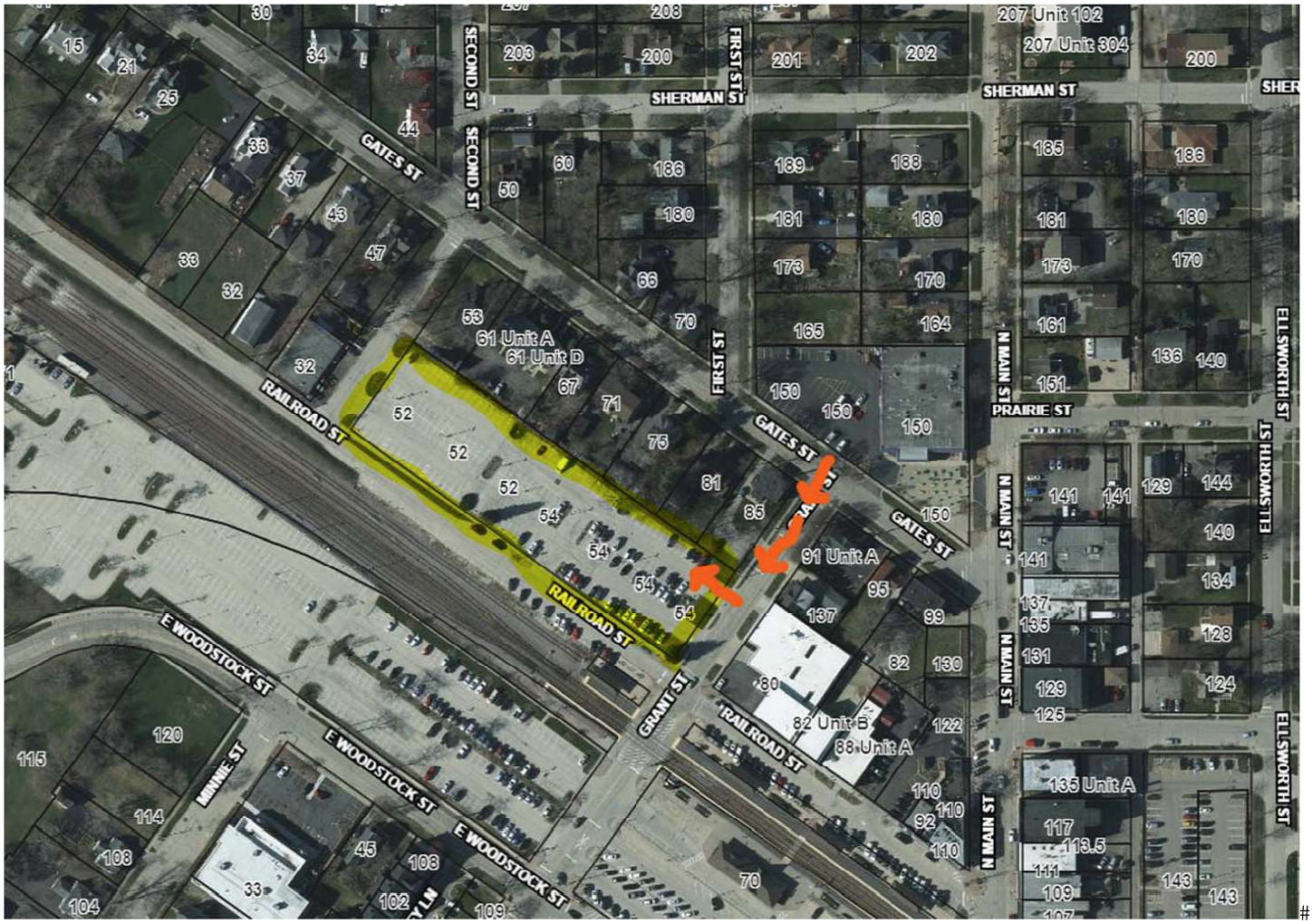
Assigned City Department: _____

Assigned City Staff Liaison: _____

Meeting with Event Organizer Required: ☐ Yes ☐ No

City Council Approval Required: ☐ Yes ☐ No


162.5 ft
42 ft
Stage
(16 x 20)
Portable
Restrooms
& Hand Wash
Stations
Beer Tent
(10 x 20)
Tent
(40 x 40)
Picnic Tables
130 ft
Food
Vendors
Ticket
Sales
143 ft
50 ft


SECOND ST
FIRST ST
SHERMAN ST
GATES ST
RAILROAD ST
PRAIRIE ST
N MAIN ST
ELLSWORTH ST
GRANT ST
E WOODSTOCK ST
MINNIE ST
61 Unit A
61 Unit D
91 Unit A
82 Unit B
88 Unit A
135 Unit A
207 Unit 102
207 Unit 304

Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: June 17, 2025

Item: Home of the Sparrow – Quarry Cable Park Parking Fee Waiver Request

Council Discretion: 1) Motion to approve a waiver of parking fees for the Home of the Sparrow June 28, 2025 fundraising event at the Quarry Cable Park

2) No action

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

Background:

The Home of the Sparrow is holding a Bonfire & Pig Roast fundraiser at the Quarry Cable Park on Saturday, June 28, 2025 from 4:00 p.m. to 8:00 p.m. Parking fees are charged for non-resident guests of the Quarry during summer operations when the parking gate is open and staffed. The organization is requesting a waiver of the $5 parking fee for non-resident guests attending the event. Approximately 100-125 attendees are expected at the event, and between 25-50 cars.

Home of the Sparrow has received a 10% non-profit discount on the cost of the room rental from the Quarry. Parking and/or Pavilion Rental Fees at Three Oaks Recreation Area have been waived for non-profit groups such as the Girl Scouts, Girls on the Run, Marine Corps League and High School District 155 Fishing Tournaments.

Fee waivers have not been granted by the Mayor and City Council for any for-profit or non-profit groups hosting events at the Quarry Cable Park.

The following is a breakdown of estimated fees for the event:

25-50 vehicles x $5.00 (parking fee) : $125.00 - $250.00

Votes Required to Pass:

Simple majority vote of the City Council.

HOPE | OPPORTUNITY | SUPPORT

June 9, 2025

Dear City of Crystal Lake City Council Members,

2024 was a challenging year for nonprofit organizations and those that rely on us! I know that you will understand the deep impact of our current economic situation and how it relates to families all across the country. At Home of the Sparrow we seek to make 2025 a little brighter for the women, children and families facing homelessness in Northern Illinois.

In the fiscal year 2024, Home of the Sparrow directly assisted more than 480 unique women and children by providing safe, free and affordable housing, and impacted the lives of 1,600 more through community outreach and information. It is our mission to provide Hope, Opportunity and Support that empowers women and children, as they journey from homelessness to self-sufficiency. Through providing short-term transitional housing, affordable housing, rapid re-housing and subsidized apartments we can ensure that these deserving families have a safe place to rest and grow. Additionally, we offer a host of services ranging from case management to career assistance and training to parenting support and childcare. Approximately 82% of the women exiting our transitional housing successfully obtained permanent housing and the means to care for themselves and their family. Home of the Sparrow cares about these families and we know that you do too!

On Saturday, June 28 we will be hosting our Spark Hope Bonfire & Pig Roast at The Quarry. This fundraiser will include dinner, live music, raffles and games. All funds raised will support our clients. As a gift to our donors and attendees, we humbly request that you waive the parking fee for our guests. This small gesture of kindness will help ensure the continued support of our guests. We would be happy to note it as a donation from the City of Crystal Lake on our event website.

Thank you in advance for your consideration and generosity. We could not do this without your support. You can also learn more about our organization and events at https://www.hosparrow.org/. We are so grateful for your support!

With Warm Regards,

Lindsay Daly Post

Lindsay Daly Post
Events & Fundraising Coordinator
LDalyPost@HOSparrow.org
(815)271-5444 ext.262

Home of the Sparrow

Join Us for

SPARK HOPE

Bonfire & Pig Roast

In support of Home of the Sparrow !

SATURDAY, JUNE 28, 2025
4-8 PM
The Quarry Bar & Grille
5517 Northwest Hwy, Crystal Lake



SCAN HERE FOR REGISTRATION

Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: June 17, 2025

Item: Special Event Request – Crystal Lake Brewing Thursday Garden Acoustics, Thursdays from June 19, 2025 to August 28, 2025 from 6:00 p.m. to 8:00 p.m.

Staff Recommendation: Motion to approve the Special Event Request for Crystal Lake Brewing Thursday Garden Acoustics Request – Crystal Lake Brewing Thursday Garden Acoustics, Thursdays from June 19, 2025 to August 28, 2025 from 6:00 p.m. to 8:00 p.m. pursuant to the recommended conditions

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

Background:
Crystal Lake Brewing is proposing to hold weekly live music and outdoor dining at the Brewery on Thursdays from June 19, 2025 to August 28, 2025 from 6:00 p.m. to 8:00 p.m. The outdoor event will include musicians playing near the building out towards the beer garden seating area. Food trucks and alcoholic beverages will be present outdoors, but the sale of alcohol will be performed inside the brewery. This is the first year this event will be held and requires a special event permit due to the request for live music.

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

1. This approval is valid for the Special Event Permit on Thursdays from June 19, 2025 to August 28, 2025 from 6:00 p.m. to 8:00 p.m.
2. All music must end by 8:00 p.m.
3. At the sole discretion of the City, if any complaints are received, organizers are to contact the Police Department for official "No Parking" signs that are to be posted along Gates Street and First Street. The "No Parking" signs are not to be posted on telephone poles and are to be removed the day after the event. Signs must be posted directing attendees to various City parking lots that can be used during the event. A map of the Railroad Street parking lot is attached.

4. Since alcohol will be present, the event area shall be fully enclosed with a barricade to contain the event in a designated area.
5. The event shall be in accordance with the submitted site plan.
6. Any lighting should be placed so as not to disturb neighbors.
7. Promotional and informational banners and signage are approved via this approval. Please contact the Building Division regarding the details of the signage to be used in conjunction with the event. Signs cannot obstruct the view of traffic or be attached to utility poles.
8. The applicant is responsible for obtaining all necessary McHenry County Health Department permits.
9. Pedestrian ways or fire lanes must not be obstructed to ensure safety to and from the event space.
10. The applicant must provide adequate trash receptacles, which need to be emptied on a regular basis throughout the event, and following post-event cleanup. Waste materials in/under and within 30 feet of all tents/canopies need to be stored in approved containers. (Garbage cans must be provided for waste.)
11. Vendors are responsible for site clean-up, with all garbage removed at the end of each event day.
12. A minimum 20' access lane shall be maintained within fire lanes to allow access for emergency vehicles.
13. Fire hydrants shall be accessible or unobstructed.
14. Any building used for the event must remain below the posted occupancy load limit.
15. No smoking, cooking or open flames is permitted under canopies/tents.
16. Tents/Canopies to be used for this event must follow City guidelines. Inspection(s) shall be completed PRIOR to event for every occurrence (if used for event). Contact the Community Risk Management team to schedule an inspection 815-356-3700.
17. Generators, if used, must be a minimum of 20 feet from any tents and/or canopies, and protected from the public by fencing, enclosure, or other approved means. Generators shall be properly grounded as outlined by the manufacturer.
18. All electrical connections and cords shall meet the requirements of the 2017 National Electric Code. Contact the Building Department at (815) 356-3605 if you have any questions.
19. All electrical cords shall be covered to avoid a potential trip hazard. Electrical cords shall utilize an approved, commercially available cord protector.
20. If used for the event, food trucks shall be inspected PRIOR to the event. Food trucks are required to provide a valid City of Crystal Lake certificate of inspection upon demand. City of Crystal Lake employees shall provide identification. A list of currently inspected food trucks is available by contacting Community Development.

The applicant has been advised to attend the June 17, 2025 City Council meeting to answer any questions.

Votes Required to Pass: Simple majority vote.

CITY OF Crystal Lake ILLINOIS

SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

EVENT NAME Thursday Garden Acoustics

EVENT LOCATION Crystal Lake Brewing Beer Garden

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

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

GENERAL EVENT INFORMATION

1. TYPE OF EVENT (Check all that apply)

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

2. General Description/Purpose of the event: weather permitting, providing live musicians 1-3pc bands, acoustic only for 2 45 min sets from 6-8pm on Thursdays

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

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

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

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

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

8. Number of persons scheduled to monitor and work the event: 3-4

9. Estimated attendance: 50-75

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

ORGANIZATION INFORMATION

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

12. Name of Event Manager: Beth Alberger

13. Contact Information for Event Manager:

Address: 150 N Main St.
Crystal Lake, IL 60014

(Please check preferred means of contact)

Daytime phone: [redacted] ☐

Emergency phone: ☐

Cell phone: ☒

Email: beth@crystallakebrew.com ☐

EVENT OPERATION

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

Set Up: minimal 1 hour prior

Event: 6/12, 6/19, 6/26, 7/10, 7/17, 7/24, 7/31, 8/7, 8/14, 8/21, 8/28

Dismantling: same

15. Hours of the event:

Set Up: _____

Event: 6-8pm

Dismantling: _____

CITY MANAGER'S OFFICE

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

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

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

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

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

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

beer, cider, seltzer

**Please complete the attached Temporary Liquor License Application*

COMMUNITY DEVELOPMENT

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

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

Temporary community event signs ☐ Yes ☒ No

Temporary neighborhood event signs ☐ Yes ☒ No

Directional signs ☐ Yes ☒ No

Banner ☐ Yes ☒ No

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

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

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

Description of Products Del Toro Street Taco every week 5-8pm

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

Name of Company_____
Address_____
Phone_____

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

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

regular outlets used

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

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

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

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

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

First Aid Kit

PUBLIC WORKS

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

If yes, please complete the attached Barricade Borrowing Application

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

Specify _____

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

- ❑Barricade Borrowing Application
- ❑Certificate of Insurance/Hold Harmless Agreement
- ❑Raffle License Application
- ❑Temporary Liquor License Application

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

Beth Alberger
Signature

5/28/25
Date

Beth Alberger
Print Name

STAFF USE ONLY

Assigned City Department: _____

Assigned City Staff Liaison: _____

Meeting with Event Organizer Required: ❑ Yes ❑ No

City Council Approval Required: ❑ Yes ❑ No

Victoria Wojcik

From: beth crystallakebrew.com <beth@crystallakebrew.com>
Sent: Thursday, May 29, 2025 10:22 AM
To: Victoria Wojcik
Cc: Melanie Gray; Laurrie Fitzgerald; Kathryn Cowlin AICP
Subject: Re: CLB's Special Events Applications
Attachments: 2025 Garden Acoustics Site Plan.pdf

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

Hi Victoria,

Thank you so much! I have reattached a new site plan, with the band area marked, I apologize I didn't include that in the first place!

The original fenced area is where I had intended on having musicians play. We would remove the seating in this area, and have them play out to the garden. There is an outlet directly behind on the wall, so this is ideal for power, along with building and string lighting already existing. There would be 1-2 small speakers hooked up to amplify their instruments and mics, but should not go above the decibel level of our current speaker system. The intention is to provide ambiance, not have a rock concert. No stage, simply a musician or two on a barstool kind of situation.

I absolutely understand for our requests to make the 6/17 agenda, and I look forward to the meeting, and we will plan to begin after the 17th.

Thanks again,

Beth Alberger
General Manager
Crystal Lake Brewing
Easy to Drink, Hard to Put Down
beth@crystallakebrew.com

On May 29, 2025, at 8:50 AM, Victoria Wojcik <vwojcik@crystallake.org> wrote:

Good morning Beth,

Your special event application for the CLB 11th Annual Oktoberfest is now in review.

Before I can route the Thursday Garden Acoustics special event for review, I have a few points that need clarification. Attached is the site plan for the CLB Garden Acoustics special event. Please locate where

the live music will be performing on the site plan. Additionally, will there be any sound amplification or stage for that event?

Since the next available City Council meeting for both of these special event requests is June 17th, the first CLB Garden Acoustics event would have to be held after the 17th.

If you have any questions, please let me know.

Thank you,

Victoria

<image272dd6.PNG>

Victoria Wojcik | Community Development Analyst | Community Development <imagea46505.PNG><image821f

<image02a818.PNG> | 100 W. Woodstock St. | Crystal Lake, IL 60014

Website: www.crystallake.org | Phone: (815) 459-2020 x4009

From: Kathryn Cowlin AICP <kcowlin@crystallake.org>
Sent: Wednesday, May 28, 2025 3:32 PM
To: beth crystallakebrew.com <beth@crystallakebrew.com>
Cc: Melanie Gray <mgray@crystallake.org>; Heather Maieritsch <hmaieritsch@crystallake.org>; Victoria Wojcik <vwojcik@crystallake.org>; Laurrie Fitzgerald <lfitzgerald@crystallake.org>
Subject: RE: CLB's Special Events Applications

Hi Beth,

Thank you for sending these along. The next available City Council meeting is June 17 since we need to have staff review and comment on the items before they go on the agenda (agenda is created the Wednesday prior to the meeting).

I've copied Victoria Wojcik on the email since she is the point person for special events. We will let you know if we have any questions.

Thanks,
Katie

<image001.png>

Kathryn Cowlin AICP | Director | Community Development <image002.png><image003.png>

<image004.png> | 100 W. Woodstock St. | Crystal Lake, IL 60014

Website: www.crystallake.org | Phone: 815-356-3798

From: beth crystallakebrew.com <beth@crystallakebrew.com>
Sent: Wednesday, May 28, 2025 9:47 AM
To: Kathryn Cowlin AICP <kcowlin@crystallake.org>
Cc: Melanie Gray <mgray@crystallake.org>; Heather Maieritsch <hmaieritsch@crystallake.org>
Subject: CLB's Special Events Applications

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

Hi Katie,

I'm hoping you can help me get these into the right hands, I've cc'd Melanie and Heather. I'd love to get on the next agenda for approval if it's at all possible. I realize that time is short, and greatly appreciate any assistance!

We are submitting for our 11th! Annual Oktoberfest, and in lieu of doing two festivals, instead we'd like to host a weekly Thursday Garden Acoustic night in our beer garden. These would be low impact acoustic bands, adding some background for our outdoor drinking guests. We also host Del Toro Street Taco every Thursday night, so it will be paired with great tacos.

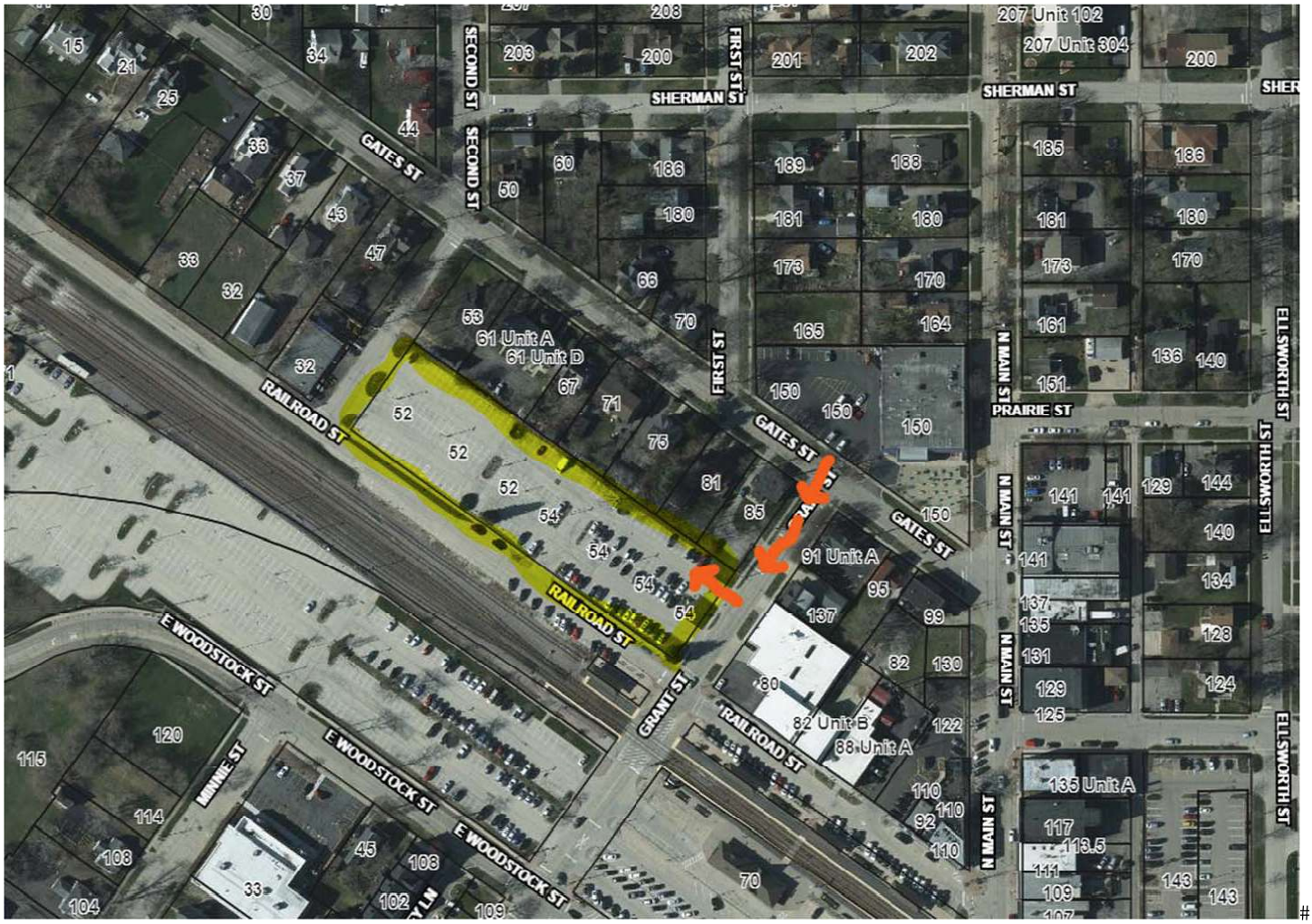
Please let me know if you have any questions, or what else I need to do. Thanks in advance!

Have a great day,

Beth Alberger
General Manager
Crystal Lake Brewing
Easy to Drink, Hard to Put Down
beth@crystallakebrew.com

This electronic message and any attached files contain information intended for the exclusive use of the individual or entity to whom it is addressed and may contain information that is proprietary, confidential and/or exempt from disclosure under applicable law, including protected health information (PHI). If you are not the intended recipient, you are hereby notified that any viewing, copying, disclosure or distribution of the information may be subject to legal restriction or sanction and is strictly prohibited. If you have received this communication in error, please notify the sender by return electronic message or telephone, and destroy the original message without making any copies. <Site Plan.pdf>


NEW HANDICAPPED PARKING STRIPING
HANDICAPPED PARKING SIGNAGE
EXISTING SIDEWALK
EXISTING MAIN ENTRANCE/EXIT
EXIST TO REMAIN
TAP ROOM EXIT
1-3 musicians
Del Toro
FOOD TRUCK PARKING
40'-11 3/8"
ENTRANCE/EXIT
96'-4"
SIDEWALK
LANDSCAPING
55'-1"
36" H FENCE, TYPICAL
SIDEWALK
BIKE RACK
24'-10 7/8"
SIDEWALK
EXISTING BRICK PAVERS
Bench Table, Seats 4-6
Picnic Table, Seats 4
Barrel Table, Seats 2
Total Seating = 86


SECOND ST
FIRST ST
SHERMAN ST
GATES ST
RAILROAD ST
PRAIRIE ST
N MAIN ST
ELLSWORTH ST
GRANT ST
E WOODSTOCK ST
MINNIE ST
61 Unit A
61 Unit D
91 Unit A
82 Unit B
88 Unit A
135 Unit A
207 Unit 102
207 Unit 304

Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: June 17, 2025

Item: Special Event Request – Time Out Tap Bags League on Tuesdays from July 22, 2025 to September 30, 2025

Staff Recommendation: Motion to approve the Special Event Request for Time Out Tap Bags League and approve the Class 18 Liquor License Amendment to allow for outside sale and consumption of alcohol in the designated area for the event only pursuant to the recommended conditions.

Staff Contact: Kathryn Cowlin, Director of Community Development
Victoria Wojcik, Community Development Analyst
Melanie Gray, Executive Assistant

Background:
The Time Out Tap and Crystal Lake Ice House is proposing to hold a weekly bags tournament on Tuesdays from July 22, 2025 to September 30, 2025, starting at 6:30 p.m. and ending at 8:30 p.m. The outdoor event will include an alcohol sales table, a section for multiple bags games to take place simultaneously, and a guest viewing area.

The Time Out Tap holds a Class 18 Liquor License, in which specifically outlines the dates, times and areas where alcohol can be sold and served. Currently, these areas are inside the Time Out Tap and in designated areas inside the Crystal Lake Ice House. The petitioner has requested their license be amended to include area designated in the front parking lot specifically for the dates and times of the Bags League.

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

1. This approval is valid for the Special Event Permit on Tuesdays from July 22, 2025 to September 30, 2025, starting at 6:30 p.m. and ending at 8:30 p.m.
2. The event shall be in accordance with the submitted site plan.
3. Any lighting should be placed so as not to disturb neighbors.

4. Promotional and informational banners and signage are approved via this approval. Please contact the Building Division regarding the details of the signage to be used in conjunction with the event. Signs cannot obstruct the view of traffic or be attached to utility poles.
5. The applicant is responsible for obtaining all necessary McHenry County Health Department permits.
6. Since alcohol will be present, the event area shall be fully enclosed with a barricade to contain the event in a designated area. The City of Crystal Lake shall approve the kind of barricade that will be in use.
7. Patrons of the premises where the beer, wine and alcoholic liquor drinks are to be sold are required to wear a non-transferrable, one use only, disposable wrist band or other means of identification identifying them as patrons of the area that is subject to the license.
8. **No alcohol purchased or brought from sources outside of the Time Out Tap is permitted at the event.**
9. Pedestrian ways or fire lanes must not be obstructed to ensure safety to and from the event space.
10. The applicant must provide adequate trash receptacles, which need to be emptied on a regular basis throughout the event, and following post-event cleanup. Waste materials in/under and within 30 feet of all tents/canopies need to be stored in approved containers. (Garbage cans must be provided for waste.)
11. A minimum 20' access lane shall be maintained within fire lanes to allow access for emergency vehicles. Ensure that a minimum of 20' access from the railroad into the parking lot is clear so emergency vehicles can access in the event of an emergency.
12. Fire hydrants shall be accessible or unobstructed.
13. Any building used for the event must remain below the posted occupancy load limit.
14. No smoking, cooking or open flames is permitted under canopies/tents.
15. Tents and canopies shall comply with conditions outlined in the attached document. Inspection(s) shall be completed PRIOR to event for every occurrence (if used for event).
16. Generators, if used, must be a minimum of 20 feet from any tents and/or canopies, and protected from the public by fencing, enclosure, or other approved means. Generators shall be properly grounded as outlined by the manufacturer.
17. All electrical connections and cords shall meet the requirements of the 2017 National Electric Code. Contact the Building Department at (815) 356-3605 if you have any questions.
18. All electrical cords shall be covered to avoid a potential trip hazard. Electrical cords shall utilize an approved, commercially available cord protector.
19. If used for the event, food trucks shall be inspected PRIOR to the event. Food trucks are required to provide a valid City of Crystal Lake certificate of inspection upon demand. City of Crystal Lake employees shall provide identification. A list of currently inspected food trucks is available by contacting Community Development.

The applicant has been advised to attend the June 17, 2025 City Council meeting to answer any questions.

Votes Required to Pass: Simple majority vote.

CITY OF Crystal Lake ILLINOIS

SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

EVENT NAME Time Out Tap Bags League

EVENT LOCATION Crystal Ice House - North edge of front parking lot

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

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

GENERAL EVENT INFORMATION

1. TYPE OF EVENT (Check all that apply)

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

2. General Description/Purpose of the event:
Bags League for Crystal Ice House partons and guests. Dates: Approximately July 22, 2025 - Septmeber 30, 2025.

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

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

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

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

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

8. Number of persons scheduled to monitor and work the event: 3

9. Estimated attendance: 50

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

ORGANIZATION INFORMATION

11. ☐ Organization is registered with the State of Illinois as a Non-Profit Organization
12. Name of Event Manager: Bryan Bell
13. Contact Information for Event Manager:

Address: 320 E. Prairie Street
Crystal Lake, IL

(Please check preferred means of contact)

Daytime phone: [redacted] ☐
Emergency phone: [redacted] ☐
Cell phone: [redacted] ☐
Email: [redacted] ☐

EVENT OPERATION

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

Set Up: Each Tuesday @ 5:30pm
Event: Tuesdays: 07/22 - 09/30/2025 30, 2025
Dismantling: Each Tuesday @ 9:00pm

15. Hours of the event:

Set Up: 5:30pm
Event: 6:30pm - 8:30pm
Dismantling: 9:00pm

CITY MANAGER'S OFFICE

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

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

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

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

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

If yes, what type of alcoholic beverages will be served?
Beer, wine, mixed drinks.

Please complete the attached Temporary Liquor License Application

COMMUNITY DEVELOPMENT

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

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

    Temporary community event signs ☐ Yes ☑ No

    Temporary neighborhood event signs ☐ Yes ☑ No

    Directional signs ☐ Yes ☑ No

    Banner ☑ Yes ☐ No

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

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

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

    Description of Products_____

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

    Name of Company_____
    Address_____
    Phone_____

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

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

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

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

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

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

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

_____

_____

_____

PUBLIC WORKS

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

If yes, please complete the attached Barricade Borrowing Application

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

Specify _____

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

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

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

_____ June 4, 2025

Signature Date

Bryan Bell

Print Name

STAFF USE ONLY

Assigned City Department:_____

Assigned City Staff Liaison: _____

Meeting with Event Organizer Required: ❑ Yes ❑ No

City Council Approval Required: ❑ Yes ❑ No

TO: City of Crystal Lake: Mayor & City Council
FR: TIme Out Tap: Bryan Bell
Date: June 4, 2025
SB: APPROVAL REQUEST for Time Out Tap summer bags league

Bags League Dates: July 22nd - September 30, 2025

The Time Out Tap, located in the Crystal Lake Ice House Ice Arena (the Ice House), is partnering with the Ice House to hold a 2025 Summer Bags League. The throwing boards for the Bags League will be placed along the edge of the Ice House parking lot away from traffic flow and parking and clear of fire lanes. The existing, permanent concrete curbs and trees will also be utilized as barriers to separate the Bags playing area from the parking area.
In addition, temporary stanchions will be placed as barriers to separate the League play area from the parking area.

To accommodate the sale of alcohol to event patrons during the League days and hours, we are requesting the Time Out Tap Class 18 liquor license to be amended to include the sale of alcohol outside of the Ice House building, in the designated area of the Bags League play area (see Event map). Sale and consumption will only occur on the dates and times designated for the League.

Patrons will not be allowed to bring and/or consume alcohol that is not purchased at the event. Alcohol will be consumed in the designated League play area and the patron viewing section (see Event Map) only. Persons purchasing and consuming alcohol during the event will be required to wear a wristband.

If this event proves to be a success in 2025, we do request the City Mayor and City Council approve this application to allow the event to be held annually, on a permanent basis. And approve the use of the Ice House outdoor areas for recreation and outdoor dining / alcohol consumption during special events such as the Summer Bags League in the future.

Thank you for your consideration and support.

Best regards,

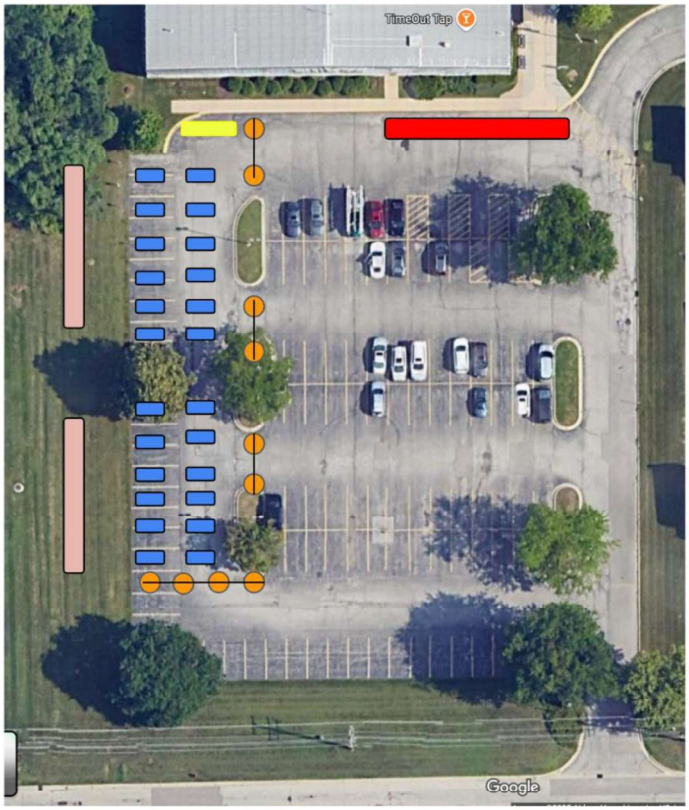
Bryan Bell

Bryan Bell
President & Event Manager
Time Out Tap

Time Out Tap bags league

- Alcohol sales station:
- Bag / playing stations:
  - # of bags stations will be based on number of players that sign up for event. 1 station per four players.
- Safety cones / traffic stanchions:
- Guest viewing area(s):
- Fire lane:

Event Manager: Bryan Bell
(847) 508-7938



Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date: February 18, 2025

Item: City Code Amendment to Increase the Number of Class 8 Liquor Licenses – Applicant: CTG Crystal Lake Inc., d/b/a Cilantro Taco Grill, 1145 S. Illinois Route 31, Unit H

Staff Recommendation: Motion to adopt an Ordinance increasing the number of Class 8 liquor licenses from the currently permitted 5 licenses to 6 licenses, in order to allow for the issuance of a new Class 8 liquor license to CTG Crystal Lake Inc., d/b/a Cilantro Taco Grill, 1145 S. Illinois Route 31, Unit H

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

Background:
Cilantro Taco Grill is a new business, located at 1145 S. Illinois Route 31, Unit H. The business, which opened in March 2025, is requesting approval of a new Class 8 Liquor License to allow for the sale and service of alcoholic beverages at the restaurant.

A Class 8 License authorizes the retail sale, on the premises specified, of alcoholic liquor, for consumption, on the premises between the hours of 11:00 a.m. and 1:00 a.m. Monday, Tuesday, Wednesday, Thursday; 11:00 a.m. and 2:00 a.m. Friday and Saturday; and 10:00 a.m. on Sunday and 1:00 a.m. on Monday. A Class A type restaurant may be located on the premises. For the purposes of this license, premises shall include not only the interior of any building or structure but also an open unroofed area immediately contiguous to the building or structure where alcoholic beverages are served or consumed. Any open unroofed area in which alcoholic beverages are served or consumed.

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

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

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

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

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

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

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

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

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

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

The annual fee for such license shall be the sum of $1,500.

Current Class 14 License Holders:

Name	**Address**	**Zoning**
Chen Chinese Cuisine	6100 Northwest Highway	"B-2"
Village Squire	4818 Northwest Highway	"B-2"
Buffalo Wings & Rings	1520 Carlemont	"B-2"
Nick's Pizza & Pub	856 Pyott Road	"B-2 PUD"
Guzman Y Gomez	5459 Northwest Highway	"B-2 PUD"

The applicant has submitted all of the necessary paperwork. There are no zoning issues with the request.

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

- Payment of Prorated License Fee

The attached Ordinance approves an increase in the number of Class 8 liquor licenses in order to allow the creation the issuance of a new Class 8 liquor license to CTG Crystal Lake Inc., d/b/a Cilantro Taco Grill, 1145 S. Illinois Route 31, Unit H.

Votes Required to Pass:
Simple majority

Ord. No.
File No. 255 L

The City of Crystal Lake

AN ORDINANCE AMENDING THE CODE OF THE CITY OF CRYSTAL LAKE

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

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

1. Class 8 License shall be increased from to 5 to 6.

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

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

DATED at Crystal Lake, Illinois, this 17th day of June, 2025.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: June 17, 2025
APPROVED: June 17, 2025

Draft

Dear Mayor Haig Haleblian,

I am writing to formally request a liquor license for my upcoming business, Cilantro Taco Grill located at 1145 IL-31 N UNIT H, Crystal Lake.

We plan to operate a quick service taco restaurant that will serve a variety of food and limited beverage offerings, if applicable. Our commitment is to provide a safe and welcoming environment for our patrons while adhering to all local liquor laws and regulations.

Key details about our business:

- **Business Type:** Class 8 Liquor License
- **Hours of Operation:** Proposed operating hours are Monday-Saturday 11am-10pm and Sunday from 11am-9pm.
- **Capacity:** Occupant load 50
- **Food Service:** Taqueria. Serving authentic Mexican food.

We have already initiated the necessary steps to comply with all licensing requirements, including a health department permit, occupancy permit and employee training.

We believe that Cilantro Taco Grill will be a positive addition to our community and are confident in our ability to operate responsibly. We would appreciate the opportunity to discuss our application further and address any questions you may have.

Thank you for your consideration.

Sincerely,

Hinesh Patel



LL25-000006
Liquor License

Applicant Name	Hinesh Patel
Applicant Email	michelle.mckinney@cilantrotacogrill.com
Applicant Address	279 Leahy Cir s des plaines il 60016
Applicant Company Name	CTG CRYSTALLAKEINC
Applicant Company Address	1145 il-31 S Unit H Crystal Lake IL 60012
Applicant Home Phone	
Applicant Cell Phone	[redacted]
Applicant Work Phone	
Application Type	New
License Classification	Class 08
Do you have a Class 28 Supplemental Liquor License	No
Legal Name	CTG CRYSTALLAKEINC
DBA	Cilantro Taco Grill
Phone Number	[redacted]
Contact Person Name	Hinesh Patel
Contact Person Email	michelle.mckinney@cilantrotacogrill.com
Contact Person Address	279 Leahy Cir s des plaines il 60016
Contact Person Company Name	CTG CRYSTALLAKEINC
Contact Person Company Address	1145 il-31 S Unit H Crystal Lake IL 60012
Contact Person Home Phone	
Contact Person Cell Phone	[redacted]
Contact Person Work Phone	
Manager Name	Hinesh Patel
Manager Email	michelle.mckinney@cilantrotacogrill.com
Manager Address	279 Leahy Cir s des plaines il 60016
Manager Company Name	CTG CRYSTALLAKEINC
Manager Company Address	1145 il-31 S Unit H Crystal Lake IL 60012
Manager Home Phone	
Manager Cell Phone	[redacted]
Manager Work Phone	
Manager Status	Current Manager
Citizenship	Yes

Officer Full Name and Title	Hinesh Patel
Home Address	279 Leahy Cir S
Does this officer have a middle initial?	1
Date of Birth	[redacted]
Phone Number	
Email	hinesh.patel@cilantrotacogrill.com
Officer Full Name and Title	Hinesh Patel
Citizenship	Yes
Does this officer have a middle initial?	1
Home Address	279 leahy cir s
Date of Birth	[redacted]
Phone Number	
Email	hinesh.patel@cilantrotacogrill.com
Does this officer have a middle initial?	0
Is this for a new construction?	No
Own or Lease	Lease
Name of Lessor	Central Park SPE LLC
Address of Lessor	1145 S Illinois Rte 31 Unit H
Period Covered by Lease	5 years
Has applicant made application for a similar license for premises other than described in this application?	Yes
Has a previous license by any state or subdivision, or the federal government been revoked?	No
xHas applicant (including any partner, officer, manager, member or director, or any stockholder holding in the aggregate more than a 5% ownership interest in the applicant), ever been convicted of a f	No
Has applicant (including any partners, directors, or officers), ever been convicted of a felony under any Federal or State law and would be	No

disqualified to receive a license by reason of any matter or	
Does the applicant agree not to allow gambling devices or gambling on the premises? (Except for those license holders that hold a supplemental Class 28 Liquor License)	Yes
The applicant will not violate any of the laws of the State of Illinois, of the United States, or any ordinance of the City in the conduct of his place of business.	Yes
The applicant authorizes the establishment manager to accept all notices, including notices of violations or notices of hearings, on applicant's behalf.	1
Each licensee at all times have available for inspection by the City on the licensed premises, a copy of the current certification of completion of BASSET training, issued by a BASSET training provide	1
No licensee, manager of other employee of an establishment covered under the provisions of this chapter shall serve, vend or check identification unless such a licensee, manager or other employee poss	1
Employees hired by licensed establishments will obtain BASSET certification issued by a BASSET training provider, licensed by the Illinois Liquor Control Commission, within 90 days of their employment	1
Applicant lives (select one)	in the State of Illinois but outside of Crystal Lake
Liquor Liability Insurance Expiration	04/03/2026
Is your Surety Bond Continuous?	Yes
Check this box to confirm above statement	1

Check this box to confirm above statement	1
Payment Type	Full Amount

Attach Lease Agreement: Crystal Lake Lease.pdf
Letter to the Mayor and City Council requesting approval of the issuance of a Liquor License to applicant: Proposed Liquor Lic Letter CL 2025.docx
Owner / Registered Agent Signature: signature.png
Partner / Manager Signature: signature.png
Proof of Liquor Liability Insurance: CL Insurance.pdf
Surety Bond ($1000 payable to City of Crystal Lake): Crystal Lake Surety Bond.pdf
System Email: Online Application Received.htm
System Email: Your license application has been received.htm
System Email: Online Payment Received.htm
Upload Certificate of Occupancy Click Here for form: CL Certificate of Occupancy.jpeg
System Email: Your citizenserve payment has been received.htm

Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date: June 17, 2025

Item: New and Expanding Retailer Facade and Commercial Tenant Improvement Grant Funds request for Poke West Crystal Lake Inc., 5150 Northwest Highway, Suite 6, requesting up to $10,000 in matching grant funds

Recommendation: City Council's discretion:

1. Motion to award up to $10,000 in New and Expanding Retailer Façade and Commercial Tenant Improvement Grant Funds to Poke West Crystal Lake Inc. located at 5150 Northwest Highway, Suite 6, and to adopt a Resolution authorizing the City Manager to execute the Grant Agreement with Poke West Crystal Lake Inc.
2. Motion to deny the grant application request

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

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

KEY FACTORS

- Poke West Crystal Lake Inc. will buildout the interior and add a kitchen to a space that has been vacant. The total costs of the renovation will be near $400,000 and estimate annual sales to be over $500,000 based on actual sales from the nearest location in Algonquin.

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

In order to objectively analyze the applications for funding, eligibility criteria was established in the Ordinance approving this program in 2011. The list below outlines the evaluation of the applicant's request in relation to our eligibility criteria:

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

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

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

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

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

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

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

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

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

Applicant Name/ Business Name	**Address**	**Total Requested**	**Date Approved**	**Amount Approved**
Black Market Bakery	86 N. Williams Street	$10,000	***4/1/2025***	***$10,000***
Burrito Parrilla	855 E. Terra Cotta Avenue	$10,000	***4/1/2025***	***$10,000***
Poke West Crystal Lake Inc.	5150 Northwest Highway, Suite 6	$10,000	***6/17/25***	***Pending***
Totals		***$30,000 Pending***		Pending

Votes Required to Pass:
A simple majority vote.

2025- Poke West Crystal Lake Inc.

5150 Northwest Highway, Suite 6







Res. 25R-16

The City of Crystal Lake Illinois

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is hereby authorized and directed to execute an agreement with the owner of the property for Poke West Crystal Lake Inc. at 5150 Northwest Highway, Suite 6, for a Retail Façade and Commercial Tenant Improvement Matching Grant in an amount up to $10,000.

DATED at Crystal Lake, Illinois, this 17th day of June 2025.

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
CITY CLERK

PASSED: June 17, 2025

APPROVED: June 17, 2025

Draft

POKE WEST CRYSTAL LAKE INC
5150 NORTHWEST HWY STE 6
CRYSTAL LAKE, IL 60014

06/02/2025

To Mayor Haig Haleblain and City Council Members:

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

We will be in business in Crystal Lake from 07/01/2025. We are a restaurant specializing in POKE BOWL prepared food. We are very excited that our business has continued to grow in the crystal lake community!

Our goal is to be able to provide our customers with a place enjoy our delicious food! The grant would allow us to purchase kitchen equipment and fixtures including tables and chairs to create a welcoming and inviting place for our customers to enjoy a meal.

Thank you once again for considering us for this grant

Sincerely,

Song Chen

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

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

Applicant Information	Name POKE WEST CRYSTAL LAKE INC	Phone [redacted]
	Mailing Address 5150 NORTHWEST HWY STE 6 CRYSTAL LAKE, IL 60014	Fax
	Email [redacted]	IL Business Tax#

Property Information	Address for building for which grant is sought:	
	Property Identification Number(s)	Phone

Check one:

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

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

We will use table and chairs, machines and equipments for the new business

Continued on the next page

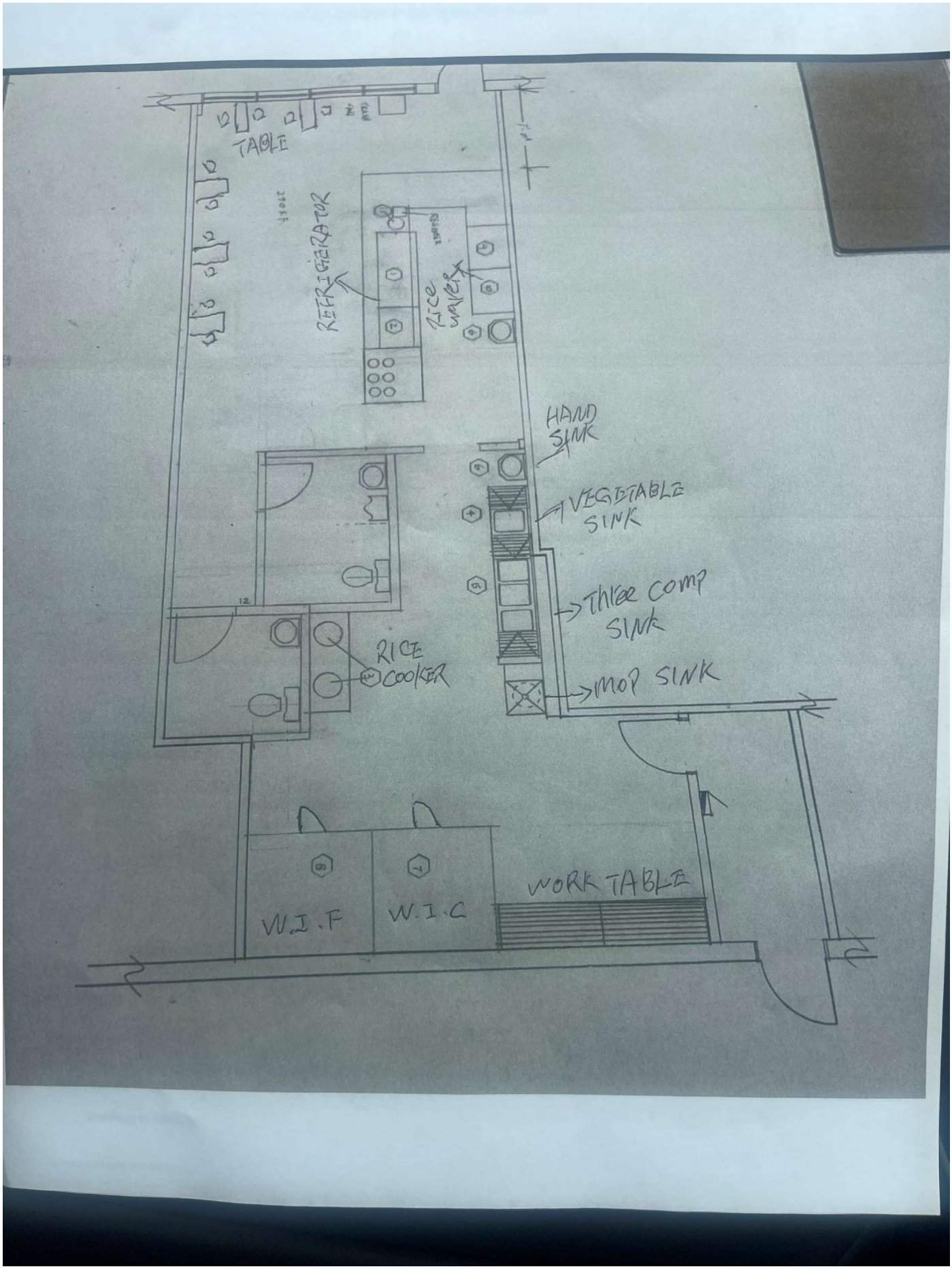
Application Checklist

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

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

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

Applicant(s) Signature __SONG CHEN_____ Date___05/20/25_____


TABLE
REFRIGERATOR
rice warmer
HAND SINK
VEGETABLE SINK
three comp SINK
MOP SINK
RICE COOKER
W.I.F
W.I.C
WORK TABLE

Menu

What are you looking for?

plus Unlock Savings with FREE Shipping! › Earn 3% Back* & Save on Plus ›

Cart

One or more products in your cart are not available at this time. Please remove them before checking out.

ITEM	QTY:	QTY	PRICE	TOTAL
 Regency 94" 16-Gauge Stainless Steel Three Compartment Commercial Sink with 2 Drainboards - 18" x 24" x 14" Bowls #600S318242X - EACH Ships via Common Carrier		Qty: 1		$845.
 Avantco DFF16-HCL 60 1/4" Customizable Flat Top Display Ice Cream Freezer #360DFF16HCL - EACH plus Ships via Common Carrier Free Shipping		Qty: 1		$829.0
 Amerikooler DW061277F-6/6-SC 6' x 12' x 7' 7" Indoor Walk-In Combination Freezer / Cooler with Top Mounted Refrigeration #469CF612S66 - EACH plus Ships via Common Carrier Too Large For Liftgate Free Shipping		Qty: 1		$24,748.0
Cooler Door Hinge: Left-Hinged Door				FRE
Cooler Door Location: Cooler Door on Length Side (Back)				FRE
Cooler Door Width: 30" Wide Cooler Door				FRE
Freezer Door Hinge: Left-Hinged Door				FRE
Freezer Door Location: Freezer Door on Length Side (Back)				FRE
Freezer Door Width: 30" Wide Freezer Door				FRE
 Regency 30" x 72" 18 Gauge 304 Stainless Steel Commercial Work Table with Undershelf, 12" Overshelf, Drawer, Pot Rack, and Bun Pan Rack #600WT3072KIT - EACH		Qty: 1		$692.
 Zojirushi THA-803SA 88 Cup (Cooked) Stainless Steel Electric Rice Warmer with Removable Pot - 120V, 77W #671THA803SA - EACH plus Free Shipping		Qty: 2		$356.9



Town 57155 110 Cup (55 Cup Raw) Electronic Rice Cooker / Warmer - 230V
#88557155 - EACH
plus

Qty: 2

$548.9



Regency 17" x 15" Wall-Mounted Hand Sink with Gooseneck Faucet and Side Splash
#600HS17SP - EACH
plus Free Shipping

Qty: 2

$98.(



Lancaster Table & Seating Cast Iron 5" x 22" Black 3" Standard Height End Column Table Base
#349C5223S - EACH

Qty: 10

$34.9

Regency 86" NSF Black Epoxy Post
#460EBP86 - EACH
plus

Qty:

$10.4



Regency 18" x 72" Stainless Steel Wall-Mounted Pot Rack with Shelf and 18 Galvanized Hooks
#600PS1872 - EACH
Ships via Common Carrier Product unavailable

Qty: 1

$215.9



Regency 16" x 60" Stainless Steel Tubular Wall Mounted Shelf
#600TWMS1660 - EACH
plus

Qty: 2

$215.

ommended Products



Eagle Group 606798 Well
$358.13/Each



FLAT Tech KX22 EQ 22" x 22" Bar Height Black Table
$96.00/Each

plus



Eagle Group WM72APR Aluminum Wall-
$264.99/Each

plus



Eagle Group CM84PR Stainless Steel Ceiling-
$879.00/Each



Lancaster Table & Seating Cast Iron 22" x 22" Black 3"
$65.99/Each

btotal

$30,161.81

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Continue to Checkout

r use a third-party payment service

CITY OF CRYSTAL LAKE
Grant Agreement

THIS AGREEMENT, entered into this 17th day of June, 2025, between the City of Crystal Lake, Illinois (hereinafter referred to as "CITY") and the following designated business owner, (hereinafter referred to as "OWNER"), to witness:

Owner's Name: Song Chen

Business Name: Poke West Crystal Lake, Inc.

Owner's Federal Tax ID#: 33-3632845

Address of Property to be improved:

5150 Northwest Highway Suite 6

Crystal Lake, Illinois 60014

WITNESSETH:

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

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

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

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

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

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

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

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

SECTION 1

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

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

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

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

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

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

SECTION 7

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

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

OWNER/LESSEE

CITY OF CRYSTAL LAKE

City Manager

ATTEST:

Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date: June 17, 2025

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Request: Special Use Permit for an Electronic Message Center (EMC) Sign with Variations for Fox Valley Volkswagen at 5213 Northwest Highway

Olympik Signs, sign contractor
Crystal Lake VW Real Estate, LLC, owner

PZC Recommendation: To approve the Planning and Zoning Commission (PZC) recommendation and adopt an Ordinance granting the Special Use Permit and Variations at 5213 Northwest Highway

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

Background:

- Request: The petitioners are requesting a Special Use Permit to allow an Electronic Message Center (EMC) Sign.
  - The proposed sign needs a variation
    - To allow a second freestanding sign on the site.
    - To allow a base width of 40% of the sign rather than the 80% required.
  - The proposed sign does not meet the EMC Special Use Criteria
    - For the maximum sign copy area, which is 40% of the sign and a maximum of 32 square feet to allow the EMC sign copy area to be 100% of the sign area and 36 square feet.
    - For the maximum sign height of 9 feet to allow a sign to be 16'-5" in height.
- Land Use: The land use map shows the area as Commerce. This is an appropriate land use designation for the current use on the property: Fox Valley VW automobile dealership.
- Zoning: The site is zoned "B-2 PUD" General Commercial District. This is the appropriate zoning for the current use on the property.
- Previous Approvals:

- A Special Use Permit and Variations approved in 2014 would have allowed a sign similar to the one requested now. It was for an EMC as a second sign with a height of 14'8", located 7'-6" from the front property line, and having a sign base less than 80% of the sign width. However, that approval automatically lapsed after two years due to lack of progress (per UDO Article 9-200D-8).

PZC Highlights:

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

- The petitioner outlined the request, noting the previous EMC approval on the property. Further, he stated that the request was in line with other EMCs approved for Crystal Lake auto dealerships.

Address	Name	Area (sq ft)	Height (feet)	EMC	EMC Copy Area (sq ft)
6305 Northwest Hwy	Courtesy Motors	76	20'	No	-
5656 Northwest Hwy	M'Lady Nissan	80	24'8"	Y – Variation	30.6
5220 Northwest Hwy	Martin Chevrolet	75.5	15'	No	-
		75.5	15'	No	-
		87.4	18'	Y – SUP/Variation	72.2
360 N Route 31	Anderson BMW	150	25'	No	-
		32.2	15'	No	-
1035 S Route 31	Pauly Toyota	104	19'3"	No	-
		20	6'	No	-
680 W Terra Cotta Ave (Route 176)	Brilliance Honda	64	11'	No	-
		74	18'	Y – Annex/PUD/SUP	74

- In response to one commissioner's concerns about the request meeting the hardship standard for variations, staff stated that the request only needed to meet the Special Use Permit approval standards.
- The PZC found that the petition met the Findings of Fact and was supportive of the request.

The Planning and Zoning Commission recommended **approval (4-0)** of the petitioner's request with the following conditions:

1. Subject to approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Olympik Signs / Crystal Lake VW Real Estate LLC, dated 4/11/25)
   B. Sign Plan (Olympik Signs, dated 4/11/25)
   C. Landscaping Plan (Olympik Signs, dated 4/11/25)

2. The petitioner shall comply with all standards for EMCs listed in UDO Article 2-400C-61, not otherwise included in any variations approved by the City Council.

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

Votes Required to Pass: A simple majority vote

Acknowledgement Form

Regarding the Special Use Permit at **5213 Northwest Highway (Fox Valley VW)** for **an EMC sign**, please check ONE of the choices and sign below.

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

OR

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

_____

_____

Petitioner's Name: Rob Feldman Date: 6/5/25
Signature

Recommended Conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Olympik Signs / Crystal Lake VW Real Estate LLC, dated 4/11/25)
   B. Sign Plan (Olympik Signs, dated 4/11/25)
   C. Landscaping Plan (Olympik Signs, dated 4/11/25)

2. Comply with all standards for EMCs listed in UDO Article 2-400C-61, not otherwise included in any variations approved by the City Council.

3. The petitioner shall address, at the time of permitting, all of the review comments and requirements of the Community Development, Public Works and Engineering, and Fire Rescue Departments.

PIQ


Zoom In
Zoom
FEDERAL DRIVE
EXCHANGE DRIVE
TRACY TRAIL
US ROUTE 14
POINTE DRIVE

Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR AN ELECTRONIC MESSAGE CENTER (EMC) SIGN AT 5213 NORTHWEST HIGHWAY

WHEREAS, Crystal Lake VW Real Estate LLC and Olympik Signs (collectively "Petitioners") have filed a Petition (File #PLN-2025-040) to allow an Electronic Message Center (EMC) Sign as a second freestanding sign with variations to allow the EMC sign copy area to be 36 sq. ft. instead of the 32 sq. ft. maximum; to allow the EMC sign copy area to be 100% of the sign area, instead of the 40% maximum; to allow the sign to be 16'-5" in height, instead of the 9' maximum; and, to allow a sign base that is 40% the width of the sign, instead of the 80% minimum at 5213 Northwest Highway, Crystal Lake, Illinois; and

WHEREAS, the Subject Property is zoned B-2 PUD General Commercial District; and

WHEREAS, the Unified Development Ordinance of Crystal Lake requires that Petitioners obtain a Special Use Permit pursuant to Sections 2-400C and 4-1000F thereof to allow the Electronic Message Center sign on the property as proposed; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to all required noticing, including notice duly published on May 16, 2025 in the Northwest Herald, held a public hearing at 7:00 p.m., on June 4, 2025 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Petition; and

WHEREAS, on June 4, 2025, the Planning and Zoning Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as required by law and recommended to the Mayor and City Council of the City of Crystal Lake that the proposed Special Use Permit be approved, as documented in the minutes; and

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

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

Section I: That a Special Use Permit and Variations for an Electronic Message Center (EMC) Sign at 5213 Northwest Highway, Crystal Lake, Illinois is hereby approved with the following conditions.

Draft

1. Subject to approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Olympik Signs / Crystal Lake VW Real Estate LLC, dated 4/11/25)
   B. Sign Plan (Olympik Signs, dated 4/11/25)
   C. Landscaping Plan (Olympik Signs, dated 4/11/25)

2. The petitioner shall comply with all standards for EMCs listed in UDO Article 2-400C-61, not otherwise included in any variations approved by the City Council.

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

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

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

DATED at Crystal Lake, Illinois, this 17th day of June, 2025.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
CITY CLERK

Passed: June 17, 2025
Approved: June 17, 2025

Draft

#2025-40 FOX VALLEY VW
ELECTRONIC MESSAGE CENTER (EMC) SIGN
Special Use Permit / Variations
Project Review for Planning and Zoning Commission

Meeting Date: June 4, 2025

Request: A Special Use Permit to allow an Electronic Message Center (EMC) and all necessary Variations including:

1) to allow a second freestanding sign, instead of the maximum allowed one;
2) to allow the EMC sign copy area to be 36 sq. ft. instead of the 32 sq. ft. maximum;
3) to allow the EMC sign copy area to be 100% of the sign area, instead of the 40% maximum;
4) to allow the sign to be 16'-5" in height, instead of the 9' maximum; and
5) to allow a sign base that is 40% the width of the sign, instead of the 80% minimum.

Location: 5213 Northwest Hwy

Existing Zoning: B-2 PUD – General Commercial

Surrounding Properties:

North: B-2 & B-2 PUD – General Commercial
South: M – Manufacturing
East: B-2 PUD – General Commercial
West: B-2 PUD – General Commercial

Staff Contact: Darrell Moore (815) 356-3612

Background:

- Existing Use: The subject property is an existing automobile dealer.
- The subject property currently has one freestanding sign which was approved through a Special Use Permit and Variation in 2014.
- A second Special Use Permit and Variations, also approved in 2014, would have allowed a sign similar to the one requested now. It was for an EMC as a second sign with a height of 14'8", located 7'-6" from the front property line, and having a sign base less than 80% of the sign width. However, that approval automatically lapsed after two years due to lack of progress (per UDO Article 9-200D-8).
- UDO Requirement: A Special Use Permit and Variation(s) are required for an EMC that does not meet all requirements for a EMC Limited Use Permit, listed in UDO Article 2-

400C-61. Additionally, a Variation is required for more than one freestanding signs on a property.

Development Analysis:

General

- Request: The petitioner is requesting a Special Use Permit to allow an Electronic Message Center (EMC) and all necessary Variations including to allow: a second freestanding sign; EMC sign copy area to be 36 sq. ft.; EMC sign copy area to be 100% of the sign area; a sign to be 16'-5" in height; and a sign base that is 40% the width of the sign.
- Land Use: The Comprehensive Land Use map shows the area as Commerce, which is an appropriate land use designation.

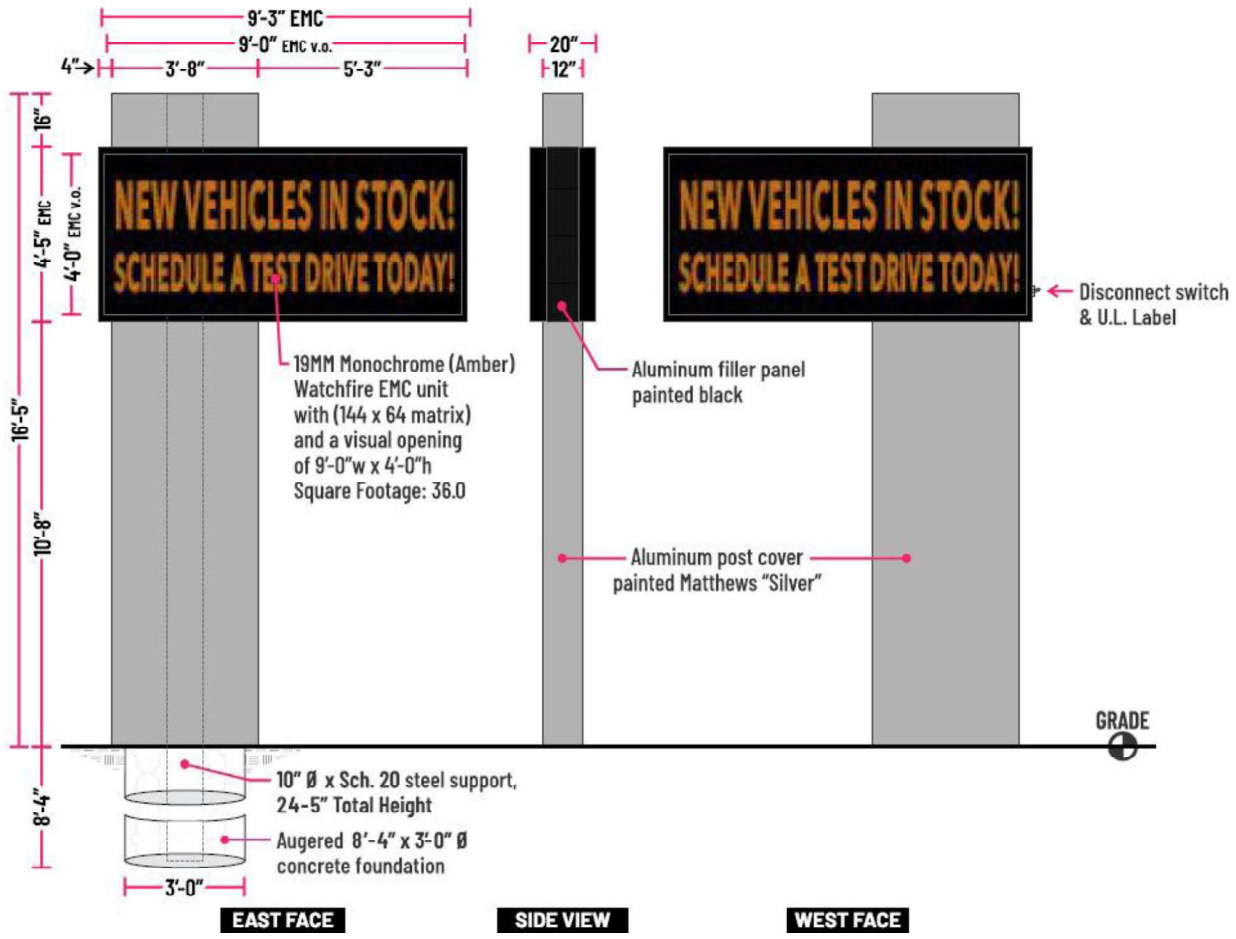
EMC Sign

- The proposed sign is a new freestanding pylon sign having a width of 9'-3" and sign base 3'-8" wide, which is wrapped in a silver aluminum cover.
- The EMC sign is 36 square feet in area, which exceeds the maximum allowed EMC sign copy area of 32 square feet.
- The EMC sign copy area comprises 100% of the sign copy area, which exceeds the 40% maximum by 60%.
- The sign is 16'-5" high, which exceeds the 9-foot maximum height by 7'-7".
- The proposed color of the LEDs is amber, which is an allowable color for EMC text.

Variations

- See the table below for the standards for freestanding signs and whether a variation for the proposed sign in s required.

	UDO Standard	**Proposed Sign**	**Variation Required**
Number of signs	1	2	Yes
Sign height	9 feet	16 feet 5 inches	Yes
Sign copy area	80 square feet	32 square feet	No
EMC sign copy area % of sign	32 square feet or 40% of total sign area, whichever is less	36 square feet & 100% of sign copy area	Yes
Sign base width	80%	40%	Yes
Setback	10 feet	14 feet 9 inches	No



Comparison to Other Auto Dealers

- Of the seven car dealerships, including Martin Chevrolet, three have existing freestanding signs with an EMC. See the table below for the breakdown of signage for the car dealerships.

Address	Name	Area (sq ft)	Height (feet)	EMC	EMC Copy Area (sq ft)
6305 Northwest Hwy	Courtesy Motors	76	20'	No	-
5656 Northwest Hwy	M'Lady Nissan	80	24'8"	Y – Variation	30.6
5220 Northwest Hwy	Martin Chevrolet	75.5	15'	No	-
		75.5	15'	No	-
		87.4	18'	Y – SUP/Variation	72.2
360 N Route 31	Anderson BMW	150	25'	No	-
		32.2	15'	No	-

1035 S Route 31	Pauly Toyota	104	19'3"	No	-
		20	6'	No	-
680 W Terra Cotta Ave (Route 176)	Brilliance Honda	64	11'	No	-
		74	18'	Y – Annex/PUD/SUP	74

Comprehensive Land Use Plan 2030 Vision Summary Review:
The Comprehensive Plan designates the subject property as Commerce, which allows for existing and future business uses. The following goal is applicable to this request:

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

This can be accomplished with the following supporting action:
Supporting Action: Promote, retain and attract businesses that provide a diverse tax base.

Findings of Fact:
SPECIAL USE PERMIT
The petitioner has requested a Special Use Permit Amendment to allow a freestanding sign with an EMC. Special Uses require a separate review because of their potential to impact surrounding properties and the orderly development of the City. Section 2-400 B of the Unified Development Ordinance establishes standard for all Special Uses in Crystal Lake. The criteria are as follows:

1. The use is necessary or desirable, at the proposed location, to provide a service or facility which will further the public convenience and general welfare.

   ☒ *Meets* ☐ *Does not meet*

2. The use will not be detrimental to area property values.

   ☒ *Meets* ☐ *Does not meet*

3. The use will comply with the zoning districts regulations.

   ☒ *Meets* ☐ *Does not meet*

4. The use will not negatively impact traffic circulation.

   ☒ *Meets* ☐ *Does not meet*

5. The use will not negatively impact public utilities or municipal service delivery systems. If required, the use will contribute financially to the upgrading of public utilities and municipal service delivery systems.

☒ *Meets* ☐ *Does not meet*

6. The use will not negatively impact the environment or be unsightly.

   ☒ *Meets* ☐ *Does not meet*

7. The use, where possible will preserve existing mature vegetation, and provide landscaping and architecture, which is aesthetically pleasing, compatible or complementary to surrounding properties and acceptable by community standards.

   ☒ *Meets* ☐ *Does not meet*

8. The use will meet requirements of all regulating governmental agencies.

   ☒ *Meets* ☐ *Does not meet*

9. The use will conform to any conditions approved as part of the issued Special Use Permit.

   ☒ *Meets* ☐ *Does not meet*

10. The use will conform to the regulations established for specific special uses, where applicable.

    ☒ *Meets* ☐ *Does not meet*

Electronic message center signs have specific Special Use criteria they have to meet. All electronic message center (EMC) signs, except gasoline electronic pricing signs, must comply with the following standards:

1. Minimum width: The zoning lot upon which an EMC may be permitted must have a minimum of 200 contiguous lineal feet of frontage that must be located on Route 14 or Route 31.

   ☒ *Meets* ☐ *Does not meet*
   The subject property has over 850 lineal feet of frontage on Route 14.

2. Minimum area: The zoning lot upon which an EMC may be permitted must have a minimum of two acres of total lot area.

   ☒ *Meets* ☐ *Does not meet*
   The subject property is 6.4 acres.

3. Maximum gross surface area: The maximum gross surface area of the EMC portion of any sign shall not exceed 32 square feet or 40% of the sign's total area; whichever is smaller. The EMC portion must occupy the bottom half of the sign. The maximum gross area of any sign within which an EMC sign is incorporated shall comply with the requirements for maximum gross surface area based on the underlying Zoning District and shall include the

surface area of the EMC. The sign must be outside of the required setback and located on the middle third of the property.

☐ *Meets* ☐ *Does not meet*
☒ *Variation being requested.*

4. Maximum height: The EMC sign, including any sign in which the EMC is incorporated, shall comply with the maximum height permitted for any sign based on the underlying Zoning District to which the property is located.

☐ *Meets* ☐ *Does not meet*
☒ *Variation being requested.*

5. Preexisting nonconforming signs: An EMC sign cannot be incorporated into a preexisting nonconforming sign.

☒ *Meets* ☐ *Does not meet*
The proposed sign is not a preexisting nonconforming sign.

6. Minimum design standards: The EMC sign shall meet all the following design conditions:
   a. The EMC unit must be equipped with both a programmed dimming sequence as well as an additional overriding mechanical photocell that adjusts the brightness of the display to the ambient light at all times of day. Such programming and mechanical equipment shall be set so that the EMC, at night or in overcast conditions, will be no more than 40% of the daytime brightness level;

   ☐ *Meets* ☐ *Does not meet*
   ☒*Compliance will be determined at the time of permitting.*

   b. All EMCs located on properties adjacent to residential uses must be extinguished from 11:00 p.m. until 7:00 a.m. This restriction shall apply regardless of the location of the EMC on the property;

   ☒ *Meets* ☐ *Does not meet*
   The subject property is not adjacent to residential uses.

   c. The message area of an EMC can be illuminated by white or amber incandescent lamps, LED (light-emitting diode) or magnetic discs;

   ☒ *Meets* ☐ *Does not meet*
   The proposed color is amber.

   d. The EMC unit must have the "flash" feature disabled and messages shall have a five-minute "hold" time except for time and temperature messaging which may

have a shorter duration, but no less than one minute or separate the sign into two areas - one for the message and the other for the time and temperature;

☐ *Meets* ☐ *Does not meet*
☒*Compliance will be determined at the time of permitting.*

e. The messages displayed on the EMC may only transition from one message to another by either fading or dissolving to black with another message appearing immediately thereafter, without movement or other transition effects between messages;

☐ *Meets* ☐ *Does not meet*
☒*Compliance will be determined at the time of permitting.*

f. Except as otherwise provided herein, all messages displayed on the EMC must be static and may not reflect movement, flashing, scrolling or changes in shape or size of messages or portions of messages. Streaming and/or live-time video may not be displayed and this function of the EMC must be disabled;

☐ *Meets* ☐ *Does not meet*
☒*Compliance will be determined at the time of permitting.*

g. The EMC unit must be equipped to override commercial messages for emergency situations such as an "Amber Alert" or other such acute public emergencies, but such override authority for public emergencies shall not exceed 48 total hours within any two-week period. The owner of the EMC unit is requested to cooperate with the City of Crystal Lake in order to allow the City to exercise its override authority; and

☐ *Meets* ☐ *Does not meet*
☒*Compliance will be determined at the time of permitting.*

h. The EMC sign must be set in a manner that the display will turn dark in case of a malfunction.

☐ *Meets* ☐ *Does not meet*
☒*Compliance will be determined at the time of permitting.*

7. A freestanding sign may have not more than two sign faces. Freestanding signs with more than one sign face must be designed to have the sign faces attached back to back to the support structure. No V-shaped freestanding EMC signs shall be permitted.

☒ *Meets* ☐ *Does not meet*
The proposed sign is not V-shaped and does not have more than two sign faces.

8. EMC signs located within the Estate District are limited to special event centers as defined in Article 10-200.

   ☒ *Meets* ☐ *Does not meet*

   The EMC sign is not located within the Estate District.

9. The EMC unit shall otherwise comply with all other provisions of Section 4-1000 of the Crystal Lake Unified Development Ordinance ("Signs"), including, but not limited to, the prohibition of Off-Premise Signs.

   ☐ *Meets* ☐ *Does not meet*

   ☒ *Variations are being requested.*

ZONING VARIATION
The petitioner is requesting variations from Article 2-400 and Article 4-1000 to allow a second freestanding sign; the EMC sign copy area to be 36 sq. ft.; the EMC sign copy area to be 100% of the sign area; a sign to be 16'-5" in height; and, a sign base that is 40% the width of the sign.

These standards were not considered by the Planning & Zoning Commission. The request was evaluated on compliance with the standards for Special Use Permits.

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

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

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

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

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

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

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

d. That the proposed variation will not impair an adequate supply of light or air to adjacent property, will not unreasonably diminish or impair the property values of adjacent

property, will not unreasonably increase congestion in the public streets, substantially increase the danger of fire or otherwise endanger public safety.

Recommended Conditions:

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

1. Subject to approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Olympik Signs / Crystal Lake VW Real Estate LLC, dated 4/11/25)
   B. Sign Plan (Olympik Signs, dated 4/11/25)
   C. Landscaping Plan (Olympik Signs, dated 4/11/25)

2. Comply with all standards for EMCs listed in UDO Article 2-400C-61, not otherwise included in any variations approved by the City Council.

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

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

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

Owner Information

Name: Crystal Lake VW Real Estate LLC

Address: 5213 Northwest Hyw.

Crystal Lake, IL 60014

Phone: 708-977-0944

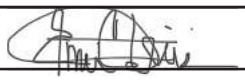
E-mail: emir@foxvalleyag.com

Project Name & Description:

Fox Valley Volkswagen; Installation of one (1) double-faced freestanding sign

with EMC units.

Project Address/Location: 5213 Northwest Hwy, Crystal Lake, IL 60014

Signature 

Emir C Abinion, Mgr. **3/21/2025**

Owner: Print and Sign name Date

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

630.424.6100

1130 N. Garfield Street
Lombard, IL 60148

www.OLYSIGNS.com

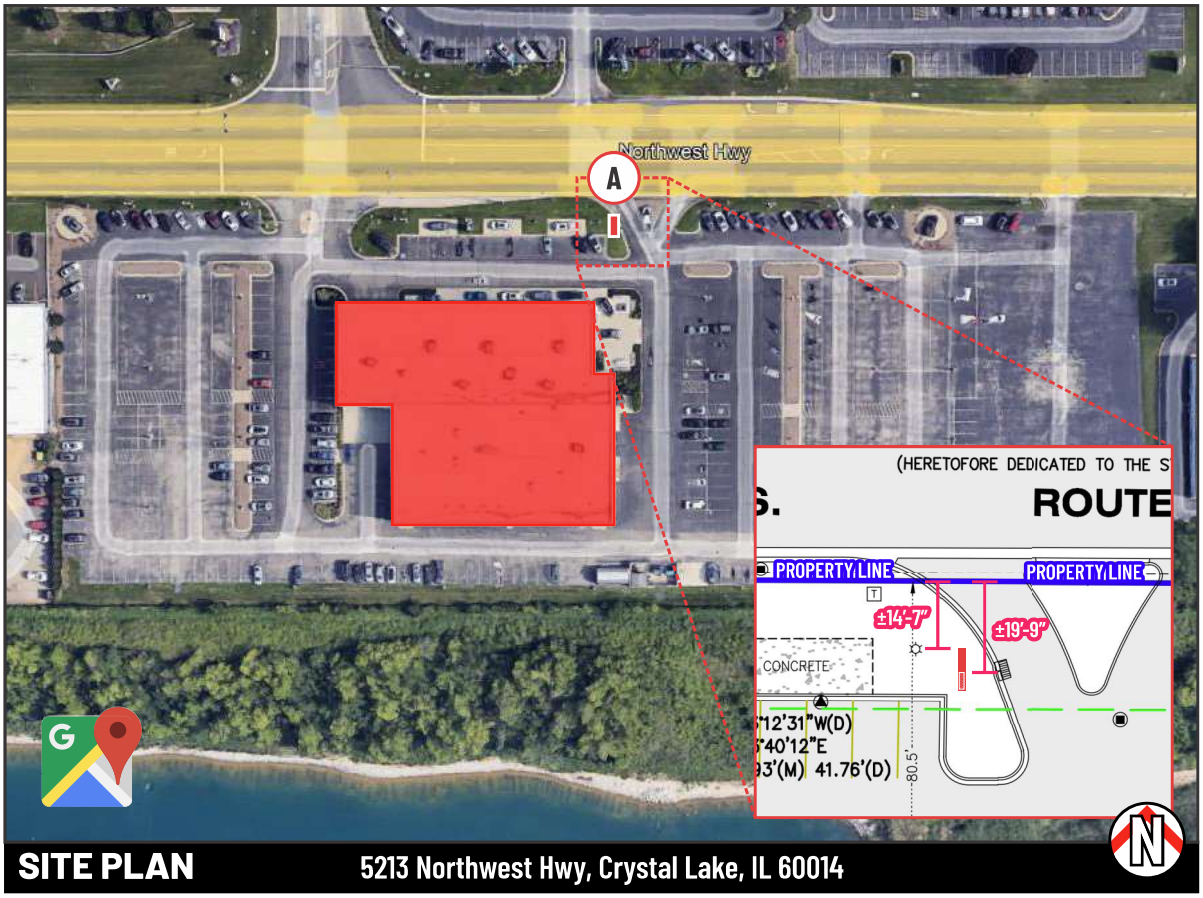
FOX VALLEY Volkswagen

5213 Northwest Hwy
Crystal Lake, IL 60014

Double-Faced Pylon Sign with EMCs

JOB # 24-10071 DATE 04-11-25 REV # 2 ARTIST AS ACCOUNT REP RWJR

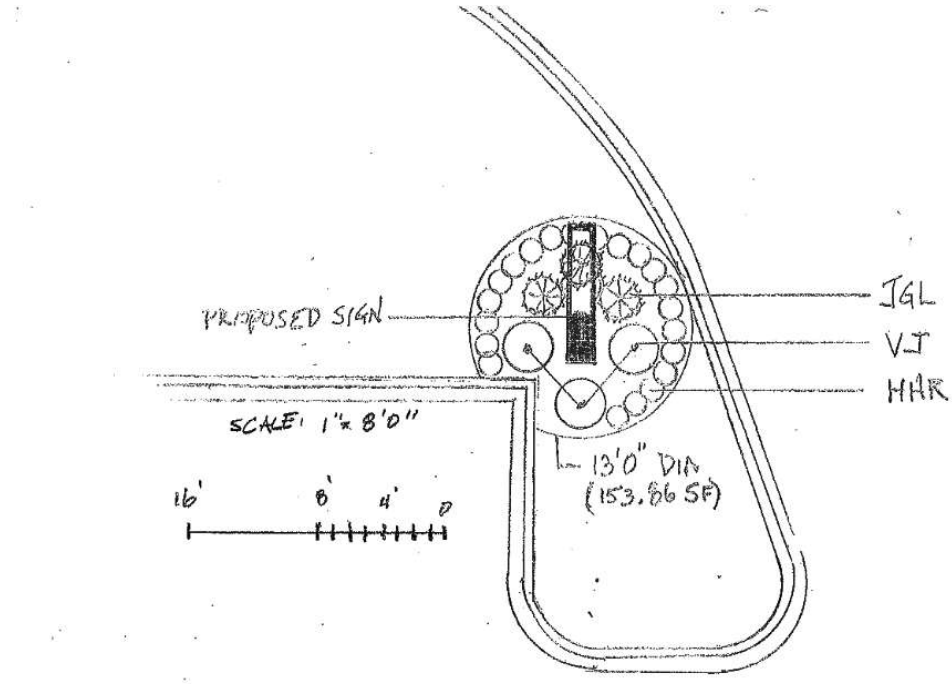
THIS ORIGINAL ARTWORK IS EXCLUSIVE PROPERTY OF OLYMPIK SIGNS, INC. DO NOT COPY, REPRODUCE, EXHIBIT, OR SHARE TO ANYONE OUTSIDE OF YOUR ORGANIZATION WITHOUT WRITTEN PERMISSION FROM OLYMPIK SIGNS, INC. ALL DRAWINGS ARE FOR CONCEPT PURPOSES ONLY. FURTHER REVISIONS CAN BE MADE ONCE UNDER CONTRACT WITH OLYMPIK SIGNS, INC. PROOF IS NOT FOR COLOR MATCHING.



SITE PLAN 5213 Northwest Hwy, Crystal Lake, IL 60014

A Double-Faced Pylon Sign with EMCs

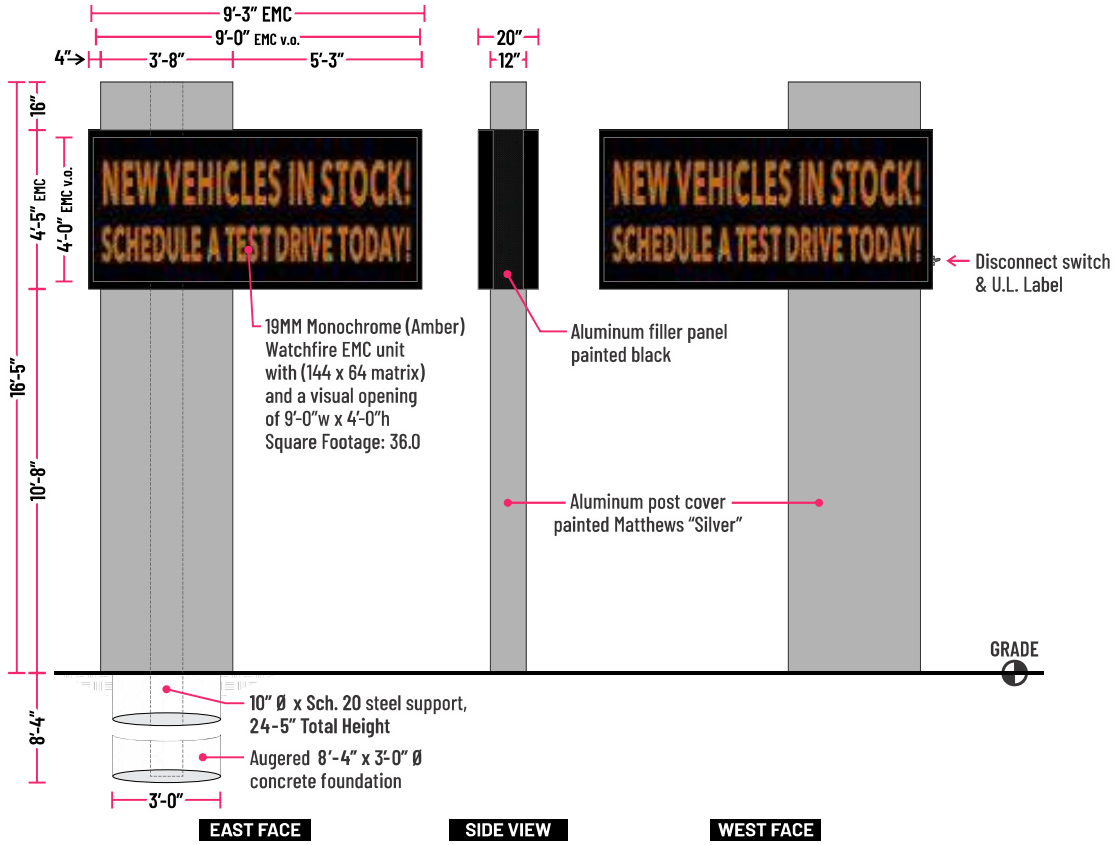
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Sym	Qty	Size	Common Name	Botanical Name
JGL	3	18"	Gold Lace Juniper	Juniperus Chinensis 'Gold Lace'
VJ	3	36"	Fragrant Viburnum	Viburnum 'Judd'
HHP	21	1Gal	Happy Return Daylily	Hemerocallis 'Happy Returns'

LANDSCAPE PLAN

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A D/F PYLON SIGN WITH EMCs

SCALE: 3/8" = 1' SQ/FT 40.8

A Double-Faced Pylon Sign with EMCs

Double-Faced pylon sign with aluminum pole cover painted Matthews "Silver". (2) 9' x 4' 19mm Monochrome (Amber) EMC units mounted to pole. Aluminum filler panels between EMC returns painted black.

Field survey required before fabrication.

COLORS

Matthews "Silver" MP41342SP

5213 Northwest Hwy, Crystal Lake, IL 60014

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5213 Northwest Hwy, Crystal Lake, IL 60014

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CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, JUNE 4, 2025
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

2025-40 – 5213 NORTHWEST HIGHWAY – OLYMPIK SIGNS/FOX VALLEY VOLKSWAGON – SPECIAL USE PERMIT

A Special Use Permit and necessary variations to allow an Electronic Message Center (EMC) sign

Representing the petitioner, Robbie Whitehead of Olympik Signs Company of Lombard presented the request to the commission. He noted that this request was being made in part due to the fact that the property had previously obtained a Special Use Permit for a similar EMC, but that it was never built. He added that the request was in line with EMCs that had been approved for other car dealerships in Crystal Lake.

Mr. Gronow opened the public hearing. There being no one to speak, he closed the public hearing and asked staff to provide any additional information.

Mr. Gronow asked for comments from staff. Mr. Moore summarized the staff report and presented images of the other Crystal Lake car dealership signs that were comparable. He explained that EMCs can be approved as a Limited Use Permit when all standards are met. In this case, there are elements that are not met, so it must come forward as a Special Use Permit. He stated that staff had no concerns.

Mr. Skluzacek and Ms. Mason expressed support for the request. Mr. Smith questioned the petitioner about the hardship basis for the variations requested. Mr. Whitehead responded that the goal is to promote the business in a manner similar to other car dealerships in order to attract business and stay competitive. Mr. Smith sought clarification from staff. Mr. Moore explained that the variations from the standards for EMCs are part of the Special Use Permit request and that the commission should apply Special Use Permit standards in evaluating the request, which do not require proof of a hardship. Mr. Gronow concurred that this was his understanding. Mr. Smith said that, using the Special Use Permit approval standards, he was in favor of the request.

Mr. Gronow expressed general concern that there is too much signage on Route 14. Mr. Smith agreed and asked staff if the topic could be included in the next joint meeting of the commission and the City Council. Mr. Moore said he would pass that request along.

Mr. Smith made a motion to approve petition 2025-40, a Special Use Permit for an Electronic Message Center sign, with all necessary variations, and the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
   A. Application (Olympik Signs / Crystal Lake VW Real Estate LLC, dated 4/11/25)

B. Sign Plan (Olympik Signs, dated 4/11/25)
C. Landscaping Plan (Olympik Signs, dated 4/11/25)

2. Comply with all standards for EMCs listed in UDO Article 2-400C-61, not otherwise included in any variations approved by the City Council.

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

Ms. Mason seconded the motion. On a roll call vote, members Skluzacek, Gronow, Mason, and Smith voted aye. The motion passed 4-0.

Agenda Item No: 18

City Council
Agenda Supplement

Meeting Date: June 17, 2025

Item: Sole Source Agreement for Chicago Communications to purchase Motorola mobile and portable radios and equipment

Staff Recommendation: A motion to adopt a Resolution authorizing the City Manager to execute a sole source agreement for the Notice to Proceed with Chicago Communications for the purchase of replacement mobile and portable radios and radio equipment in the amount not to exceed $1,104,747.26

Staff Contact: Craig Snyder, Chief of Fire Rescue

Background:

The STARCOM21 radio network is the official statewide public safety radio network of Illinois. STARCOM21 is a Project 25 (P25) compliant 700/800 MHz IP-based communication system with over 270 radio tower sites throughout the State of Illinois, including within the City of Crystal Lake. STARCOM21 currently serves more than 45,000 subscribers from various Federal, State, and local government entities. Motorola Solutions, Inc. of Schaumburg, IL built and manages this system throughout the State under the governance of a board of system users. Motorola has been awarded a contract through the State of Illinois to offer these products and services and is the only vendor authorized to sell these products.

State of Illinois Master Contract: STARCOM21 is a public/private partnership with Motorola Solutions envisioned and commissioned by the State to enable seamless, interoperable communications among Federal, State, and local government users. It is a subscriber-based business model not unlike the business model of mobile phone operators. Subscribers are responsible for purchasing their own mobile or portable radio equipment, training and monthly service fees.

According to representatives from Motorola Solutions, all Motorola products will be experiencing price increases effective June 28, 2025. Typically, Motorola implements prices changes in January of each, or every other year. This year, due to economic uncertainties, Motorola has opted to implement their price increase at the end of June. However, Motorola is offering an additional incentive in McHenry County for all agencies that make purchases by June 27, 2025. The price

increases are being finalized but will likely be around 7%. Motorola has the ability to delay shipping until the end 2025**,** and have offered to work with departments on timing for budgeting reasons, allowing us to lock in current pricing but delay the expense until 2026.

The initial intent of the Fire Rescue Department was to replace the radios in the 2028 budget year as the current radios and equipment will have reached their recommended 10-year replacement life. However, because of the June 2025 price increases and the current condition of the radios and equipment, the department intends on moving the replacement schedule up to the 2026 budget year. The existing radios have required increasing amounts of replacement parts and repairs in the past year, warranting an expedited replacement schedule. According to Motorola, further pricing increases are also anticipated prior to 2028. Typically, Motorola has price increases in January annually or every other year. This year, with the economic uncertainty, they have chosen to implement an additional price increase mid-year.

Pricing for the radios and equipment is shown below, including an additional anticipated price increase in the 2027/2028 year. Based on these prices, staff recommends locking in the current pricing to take advantage of the discount and authorize the replacement of the radios for early 2026. This will allow staff time to include the required costs in the 2026 proposed budget, which City Council will consider late 2025.

Description	**Price**
APX Portable &Mobile Radios & components	List Price $1,543,269.46
State contract discount	- $364,668.72
McHenry County Incentive	- $73,853.48
Total	$1,104,747.26

2025 Pricing	$1,104,747.26	Prior to June 28th 2025
2025 Price increase adjustment	$1,261,102.79	After June 28th, 2025
2027/28 Anticipated increase 7%	$1,349,379.99	January 1, 2027/28

Per Section 102-3(D) of the City Code, the City may waive competitive bidding and enter into a contract with a sole source vendor after the Director of Finance has conducted a good faith review of available sources and determines that one source for the service is in the best interest of the City. Based upon the City Code authorization requirements and Chicago Communications being the only provider of the required Motorola radios/equipment, the City's Director of Finance conducted a good faith review of available sources and has determined that Chicago Communications is the sole source vendor to provide these radios and equipment, and that it is in the City's best interest to enter into an agreement with Chicago Communications for purchasing the radios and equipment. Accordingly, competitive bidding is not required.

Recommendation:

Staff recommends providing Chicago Communications along with Motorola Solutions a Notice to Proceed with the purchase of the replacement Motorola radios and equipment prior to the June 27, 2025 cutoff. The radios and equipment will be held until the 2026 budget year with an anticipated delivery of January of 2026. Staff recommends adoption of a Resolution authorizing the execution of a sole source agreement for the replacement Motorola radios and equipment from Chicago Communications in an amount not to exceed $1,178,600.74. Funds are anticipated to be fully budgeted in Fiscal Year 2026 Capital Budget for the purchase of the Motorola radios and equipment.

Votes Required to Pass:

A simple majority vote.

Res. 25R-___

RESOLUTION

WHEREAS, the City of Crystal Lake is responsible for maintaining, upgrading, and operating communications equipment, including its Starcom 21 radios and equipment; and

WHEREAS, the current equipment is reaching its end-of-life and Motorola products will undergo an anticipated 7% price increase by June 28, 2025, with further increases anticipated prior to 2028; and

WHEREAS, City Staff recommends moving the replacement timeline from the year 2028 up to the year 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager be and is hereby authorized and directed to execute a sole source agreement for the Notice to Proceed with Chicago Communications for the purchase of Motorola mobile and portable radios and equipment in the amount not to exceed $1,178,600.74.

Dated this 17th day of June, 2025.

Draft

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation

By: _____
Haig Haleblian, MAYOR

SEAL
ATTEST:

_____
CITY CLERK

PASSED: June 17, 2025
APPROVED: June 17, 2025

Agenda Item No: 19

City Council
Agenda Supplement

Meeting Date: June 17, 2025

Item: Proposal Award – Engineering Services for Emergency Generator and Automatic Transfer Switch Replacements at Sanitary Pump Stations 21, 23, and 25

Staff Recommendation: Motion to award the proposal for Engineering Services for Emergency Generator and Automatic Transfer Switch Replacements at Sanitary Pump Stations 21, 23, and 25 to the most qualified, responsible and responsive proposer, Ruekert Mielke Inc., and adopt a Resolution authorizing the City Manager to execute an agreement with Ruekert Mielke Inc. in the amount of $46,615.00 with a 10% contingency for changes in scope and approve warranted completion date extensions

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

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Background:
The Public Works Department is responsible for operating and maintaining a system of sanitary pump stations (lift stations) located throughout the City. These sanitary pump stations are necessary for conveying sanitary wastewater through the sewer system to the City's wastewater treatment plants.

Most of these pump stations, including Sanitary Pump Stations 21, 23, and 25, are equipped with permanent emergency generators, allowing uninterrupted operation during power outages to prevent sewer overflows and residential sewage backups. Sanitary Pump Stations 21, 23, and 25 are located at 164 S IL Route 31, 1434 Bridgedale Rd., and 1024 Saddle Creek Ln., respectively.

The generators at Sanitary Pump Stations 21 and 23 are 38 years old, while the generator at Sanitary Pump Station 25 is 35 years old. These generators are at the end of their service life and are original to the construction of the pump stations. The existing generators run on diesel fuel, supplied by a 50-gallon "day tank" at each station.

The generators will be replaced with natural gas fired units. Public Works has been transitioning wastewater pump station generators to natural gas where possible, ensuring continuous operation during prolonged electricity outages.

The project scope includes complete design engineering for new emergency generators and automatic transfer switches at the three stations as well as construction engineering assistance.

Consultant Selection Process:

The Wastewater Division followed the City's Purchasing Policy to solicit proposals from consulting engineering firms for design engineering services for this project. The City received proposals from seven firms: Ruekert Mielke, Baxter & Woodman, Clark Dietz, Fehr Graham, Horner Shifrin, Trotter & Associates, and Valdes Architecture & Engineering. Based on the proposals received and consultant qualifications, a staff-working group reviewed all submittals. Engineering services requires a high degree of specialized and technical expertise. Qualifications of the proposer need to be taken into consideration as the decisions made in the design process have very large implications on both the construction cost and overall success of the project. The cost of design services needs to be considered as well, but to a lesser extent. The seven proposals were ranked based on three qualification factors (using a scale of 1 to 5, with 5 being the highest) and then the relative cost between the consultants was taken into account to determine which consultant provided the best overall value (combination of qualifications/expertise and relative cost) for the City. The results of the ranking process are depicted below:

Engineering Services for Emergency Generators at Lift Stations 21, 23, and 25

Proposal Ranking Excellent = 5 Very Good = 4 Good = 3 Acceptable = 2 Poor = 1 Unacceptable = 0	Committee's Relative Weight of Importance	Baxter Woodman		Clark Dietz		Fehr Graham		Horner Shifrin		Ruekert Mielke		Trotter		Valdes	
Criteria	(1-10)	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	Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating
The consultant presented an approach that demonstrated the ability to perform the scope tasks.	10	3.7	36.67	3.0	30.00	3.0	30.00	3.0	30.00	4.0	40.00	4.0	40.00	2.7	26.67
The Project Manager had experience with similar projects and showed the ability to overcome unique design issues.	8	3.7	29.33	3.0	24.00	3.0	24.00	3.0	24.00	4.3	34.67	4.0	32.00	3.0	24.00
Project Manager's team members have demonstrated experience, relevant experience in project examples, and good performance.	8	3.3	26.67	3.0	24.00	4.3	34.67	3.0	24.00	5.0	40.00	3.0	24.00	3.0	24.00
Total Weighted Rating	8		92.67		78.00		88.67		78.00		114.67		96.00		74.67
PROPOSAL RANKING		11.58		9.75		11.08		9.75		14.33		12.00		9.33	
Total Cost		$86,968.00		$87,715.00		$132,800.00		$79,450.00		$46,615.00		$31,852.00		$130,200.00	
Relative Cost Ranking (Formula) (2.5 = avg. cost, points awarded/deducted for fee compared to avg) Avg. cost =		2.51		2.49		1.20		2.73		3.67		4.09		1.27	
TOTAL VALUE RANKING =		7.05		6.12		6.14		6.24		9.00		8.04		5.30	

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 consultant best meets the requirements for the project.

Based on the proposals received, experience, and qualifications noted, it is the recommendation of engineering staff to select Ruekert Mielke, Inc. to provide engineering services for the emergency generator and automatic transfer switch replacements at sanitary pump stations 21, 23, and 25. The City has worked with Ruekert Mielke, Inc. previously on wastewater electrical projects and has been very satisfied with their expertise and overall work.

Funding for these engineering services has been included in the 2025 budget.

Votes Required to Pass:

Simple Majority

RESOLUTION

WHEREAS, the generators at Sanitary Pump Stations 21, 23, and 25 have reached the end of their service life and require replacement; and

WHEREAS, City staff does not have the expertise or resources to prepare the necessary design documents and therefore requires the support of an engineering consultant for design engineering services for the project; and

WHEREAS, proposals were publicly solicited and reviewed, resulting in a determination that Ruekert Mielke, Inc. offered the most advantageous proposal for 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 Ruekert Mielke, Inc. for Engineering Services for Emergency Generator and Automatic Transfer Switch Replacements at Sanitary Pump Stations 21, 23, and 25 in the amount of $46,615.00; 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 17th day of June, 2025.

Draft

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL:

ATTEST:

_____
CITY CLERK

PASSED: June 17, 2025
APPROVED: June 17, 2025

Draft

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

Company Name: Ruekert & Mielke, Inc.

Company Address: W233 N2080 Ridgeview Parkway

City, State, Zip Code: Waukesha, WI 53188

Contact Person: Dave Arnott

Contract Person Phone / E-Mail: 262.953.3080 darnott@ruekert-mielke.com

Proposals for: Engineering services for Design & Specifications of a new automatic transfer switch and emergency generator at Lift Station #21, Lift Station #23, and Lift Station #25 per the specifications identified herein.

ITEM	MANHOURS/EACH	TOTAL IN-HOUSE COSTS (PAYROLL + OVERHEAD)	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
1. Cost Estimate	15		0	**$3,153**	7
2. Design Engineering. Includes three in-person meetings.	176		0	**$32,527**	71
3. Design Engineering - Bidding Assistance	5		0	**$1,030**	2
4. Construction Engineering Assistance - 3 site visits. Includes record drawings work.	34		0	**$5,662**	13
5. Submittal Review	8		0	**$1,648**	4
6. Construction Q&A	5		0	**$1,030**	2
			0		
Reimbursables				**$565**	1
TOTAL				**$46,615**	100

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

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

Signature: David W. Arnott Date: May 9, 2025

Printed Name: Dave Arnott Title: Project Manager

Agenda Item No: 20

City Council
Agenda Supplement

Meeting Date: June 17, 2025

Item: Vehicle Purchase – Kenworth Plow Trucks

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute an agreement with Bonnell Industries, Inc., located in Dixon, IL, for the pricing and delivery of two (2) new 2026 Kenworth truck chassis with associated dump and plow equipment in the total amount of $643,123.00, using Sourcewell purchasing cooperative contract #062222-BNL, execute change orders for up to 10% of the contract amount, and approve warranted completion date change orders relating to the contract

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

Background:
The City's snow removal operations consist of eighteen plow routes, maintained by a fleet of heavy-duty dump trucks equipped with snow plows, lights, cameras, controls, and salt and anti-icing liquid dispensing equipment. These trucks are replaced on a cycle of approximately 10 to 12 years to control maintenance and repair costs. The 2025 fiscal year Public Works budget includes funds for the replacement of two (2) plow trucks used by the Street Division. These dump trucks are critical pieces of equipment, utilized year-round for emergency operations such as storm damage response (tree and debris removal) and snow removal. They are also used for excavation, landscaping, asphalt work, and various other projects throughout the City.

Vehicle	List Price	Sourcewell Cooperative Discount	Total Adjusted Cooperative Pricing
2026 Kenworth Single Axle Chassis with Dump and Plow Equipment	$316,976.62	-$7,427.50	$309,459.12
2026 Kenworth Single Axle Chassis with Dump and Wing Plow Equipment	$341,091.38	-$7,427.50	$333,663.88
	Savings =	- $14,855.00	**$643,123.00**

*Recommended vehicle and cooperative pricing

The ancillary equipment installed on these trucks will include a dump body, electrical and lighting systems, plow equipment, salt spreaders, and anti-icing liquid application systems. One of the two trucks will be equipped with a wing plow—an additional plow blade mounted on the side of a snowplow truck—designed to increase clearing width and improve snow removal efficiency.

Staff researched alternative vehicles and vehicle market pricing and is recommending the contract pricing provided by Bonnell Industries, Inc. through the Sourcewell contract #062222-BNL as the most advantageous to the City. This contract will provide the City with an overall discount of $14,855.00 on the list price of the vehicles. The pricing provided through the Sourcewell contract was negotiated as part of a RFP that was advertised and reviewed by Sourcewell.

As members of Sourcewell, the City can take advantage of the contracts leveraged by the cooperative members' combined purchasing power, which reduces costs. Participation in this cooperative was authorized by Resolution 17R-98.

Recommendation:

The Public Works Department recommends entering into an agreement with Bonnell Industries, Inc., using Sourcewell contract #062222-BNL, for the pricing and delivery of two (2) new 2026 Kenworth Single Axle Chassis with dump bodies, plows, and ancillary plow equipment for a total of $643,123.00. The replaced vehicles will be auctioned in accordance with the City's surplus equipment policy.

Votes Required to Pass:

Simple Majority

RESOLUTION

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

WHEREAS City staff have determined that the two (2) Street Division plow trucks should be replaced with two (2) new 2026 Kenworth Single Axle Plow Trucks; and

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

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

WHEREAS contract #062222-BNL, provided through Sourcewell, offers pricing for the purchase and delivery and upfit of new 2026 Kenworth Single Axle Plow Trucks with ancillary plow equipment as specified by the Public Works Division; and

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 Bonnell Industries, Inc. for the pricing and delivery of two (2) new 2026 Kenworth Single Axle Plow Trucks with ancillary plow equipment as specified by the Public Works Division in the total amount of $643,123.00; 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.

Draft

DATED this 17th day of June, 2025.

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: June 17, 2025
APPROVED: June 17, 2025

Draft

BONNELL INDUSTRIES INC
TRUCK & ROAD EQUIPMENT
Sourcewell Contract Number: 062222-BNL

1385 Franklin Grove Rd
Dixon, IL 61021
815-284-3819 * 815-284-8815 Fax
800-851-9664
www.bonnell.com * info@bonnell.com

Quote

Order Number: 0185146
Order Date: 6/3/2025
Sourcewell ID: 19913

Delivery Ticket only do not remit from the Sales Order. Invoice will arrive in the mail.

Bill To: 0002021
CITY OF CRYSTAL LAKE
100 W WOODSTOCK STREET
CRYSTAL LAKE, IL 60014

Ship To: 01
CITY OF CRYSTAL LAKE
100 W. WOODSTOCK STREET
CRYSTAL LAKE, IL 60014-4200

Phone: (815) 459-2020 Fax: (815) 459-2350 tspencer@crystallake.org
Confirm To: TIM SPENCER
Comment:

Phone:
Fax:

Customer P.O.	Ship VIA	F.O.B.	Terms
		DIXON	NET DUE UPON RECEIPT

Ordered	Unit	Item Number	D/S	Each Price	Extended Price
1.00	EACH	TRUCK PACKAGE		148,550.00	148,550.00

SOURCEWELL # 155877 COMPLETE SNOW FIGHTER PACKAGE "ULTIMATE LEVEL" SINGLE AXLE CLASS

$148,550.00

APPLICATION: ONE NEW KENWORTH T480H SINGLE AXLE CLASS 7 SNOW AND ICE TRUCK WITH A 102" CAB TO AXLE MEASUREMENT. AUTOMATIC TRANSMISSION WITH LIVE PTO PROVISIONS, FACTORY SNOW PLOW PREP PACKAGE, FACTORY GROUND SPEED CONNECTION POINT.
FACTORY FRAME EXTENSIONS ARE REQUIRED.

INCLUDES INSTALLATION OF THE FOLLOWING EQUIPMENT:

- DUMP BODY
- CAB SHIELD INSTALLED ON BODY
- HYDRAULIC SYSTEM
- ELECTRICAL & LIGHTING
- CONSOLE AND CONTROLS
- REAR TOWING HITCH
- PLOW HITCH
- SNOW PLOW
- UNDER TAILGATE SPEADER
- PREWET SYSTEM, (MOUNTED BEHIND CAB)

THE FOLLOWING ADDTIONAL ITEMS ARE INCLUDED:

- POLY FULL COVER FENDERS MANUFACTURED BY MINIMIZER
- FENDER BRACKET MAT'L: STAINLESS
- FRAME COATING, (NOX-RUST 1523 UNDERCOATING)
- CONSPICUITY TAPE AS SPECIFIED, 4" WIDE YELLOW.

INSTALLED EQUIPMENT DETAILS ARE LISTED BELOW:

1.00	EACH	* SOURCEWELL PACKAGE DISCOUNT		(7,427.50)	-7,427.50
1.00	EACH	CHASSIS			
Location: BLD7		- 2026 KENWORTH T480 SINGLE AXLE CAB AND CHASSIS 102.5" CA--PAINTED RED			

CHASSIS PRICE $156,158.81 IS INCLUDED IN THIS QUOTE

Continued

BONNELL INDUSTRIES INC
TRUCK & ROAD EQUIPMENT
Sourcewell Contract Number: 062222-BNL

1385 Franklin Grove Rd
Dixon, IL 61021
815-284-3819 * 815-284-8815 Fax
800-851-9664
www.bonnell.com * info@bonnell.com

Quote

Order Number: 0185146
Order Date: 6/3/2025
Sourcewell ID: 19913

Delivery Ticket only do not remit from the Sales Order. Invoice will arrive in the mail.

Bill To: 0002021
CITY OF CRYSTAL LAKE
100 W WOODSTOCK STREET
CRYSTAL LAKE, IL 60014

Ship To: 01
CITY OF CRYSTAL LAKE
100 W. WOODSTOCK STREET
CRYSTAL LAKE, IL 60014-4200

Phone: (815) 459-2020 Fax: (815) 459-2350 tspencer@crystallake.org
Confirm To: TIM SPENCER
Comment:

Phone:
Fax:

Customer P.O.	Ship VIA	F.O.B.	Terms
		DIXON	NET DUE UPON RECEIPT

Ordered	Unit	Item Number	D/S	Each Price	Extended Price
		IF ANY ADDITIONAL TARIFF'S ARE ADDED AT A LATER DATE THEY WILL BE ADDED TO THE CHASSIS PRICE			
1.00	EACH	**DUMP BODY** - DURACLASS 10'-0" 201-2B STAINLESS DUMP BODY - CROSSMEMBERLESS - DOUBLE ACTING UNDER BODY HOIST - 10" I-BEAM LONGSILLS OF CARBON STEEL - 1/4" AR450 ABRASION RESISTANT FLOOR - 36" 3/16" 201-2B STAINLESS SIDES-(ONE HORIZONTAL BRACE) - 36" 3/16" 201-2B STAINLESS FRONT - 36" 3/16" 201-2B STAINLESS VERTICAL TAILGATE-(6 PANEL DESIGN) - 201-2B STAINLESS CORNER POST - ELECTRIC OVER AIR T-GATE LATCH - GREASABLE TAILGATE LINKAGE INCLUDING UPPER HINGE - STAINLESS STEEL TAILGATE LATCH LINKAGE - LABOR TO INSTALL CUSTOM CAB SHIELD - 2 RUNG UNDERBODY LADDER INSTALLED - HAND HOLDS ABOVE LADDER INSTALLED - TWO SHOVEL HOLDERS-1 PER SIDE INSTALLED - RIGID REAR RUBBER MUD FLAPS INSTALLED - STAINLESS CHAIN HOOKS ON LOWER CENTER OF T-GATE - TRIPLE FLASHER BRACKET MOUNTED OUTSIDE OF CORNER POST - CONDUIT FOR WIRING CAB SHIELD LIGHTS AND CAMERAS - 1/4X2 FLAT BAR SIDE RAIL INSTALLED - ONE INSIDE BODY STEP INSTALLED - PREPPED FOR NEW TAILGATE SPREADER - INTEGRAL T-GATE SHIELDS & HARDWARE FOR T-GATE PROPS - BODY TOP BE PAINTED SINGLE STAGE ONE COLOR - BODY PAINTED TO MATCH CAB			
1.00	EACH	**CAB SHIELD** CONFIGURED AS FOLLOWS: *MATERIAL IS TO BE 304 STAINLESS STEEL #4 POLISH *PAN WIDTH- 22". *WIDTH- DETERMINED. *HEIGHT TO BE DETERMINED TO BOTTOM OF PAN. *DOUBLE 600 SERIES OR M6 LIGHT BRACKETS. **LIGHTING CODE: 11311			
1.00	EACH	**HYDRAULIC SYSTEM** - PTO: OMFB 278 SERIES			

Continued

BONNELL INDUSTRIES INC
TRUCK & ROAD EQUIPMENT
Sourcewell Contract Number: 062222-BNL

1385 Franklin Grove Rd
Dixon, IL 61021
815-284-3819 * 815-284-8815 Fax
800-851-9664
www.bonnell.com * info@bonnell.com

Delivery Ticket only do not remit from the Sales Order. Invoice will arrive in the mail.

Quote

Order Number: 0185146
Order Date: 6/3/2025
Sourcewell ID: 19913

Bill To: 0002021
CITY OF CRYSTAL LAKE
100 W WOODSTOCK STREET
CRYSTAL LAKE, IL 60014

Ship To: 01
CITY OF CRYSTAL LAKE
100 W. WOODSTOCK STREET
CRYSTAL LAKE, IL 60014-4200

Phone: (815) 459-2020 Fax: (815) 459-2350 tspencer@crystallake.org
Confirm To: TIM SPENCER
Comment:

Phone:
Fax:

Customer P.O.	Ship VIA	F.O.B.	Terms
		DIXON	NET DUE UPON RECEIPT

Ordered	Unit	Item Number	D/S	Each Price	Extended Price
		- PUMP: TXV92 - ADD-A-FOLD HYDRAULIC VALVE TO OPERATE: HOIST, PLOW, PREWET, AUGER, SPINNER - "FORCE" ULTRA CONTROL ARM - "FORCE" 6100 GEN5 SPREADER CONTROLLER - "FORCE" VT35 STAINLESS STEEL TANK AND LID - LOW OIL/HIGH TEMP AUTO SHUTDOWN SYSTEM - EATON HP171 SERIES WITH SENSOR HIGH PRESSURE FILTER - BRASS QUICK COUPLERS - CLOSED LOOP PREWET CABLE - CLOSED LOOP GRANULAR SENSOR - BONNELL CONSOLE FOR ULTRA CONTROLLER ARM			
1.00	EACH	ELECTRICAL			
		- ALL LED LIGHTING UNLESS OTHERWISE NOTED - BONNELL IGNITION ACTIVATED BATTERY RELAY DISCONNECT SYSTEM - InPOWER STANDARD 8 SWITCH PANEL WITH 4 WARNING LAMPS AND 16 OUTPUTS - DATA SHEET REQUIRED - BODY UP SWITCH WITH INDICATOR LAMP - BONNELL WIRE HARNESSES - ARC WIRELESS TEMPERATURE MONITORING SYSTEM CAB ROOF LIGHTING AND ACCESSORIES - FACTORY SUPPLIED ROOF BRACKETS - WHELEN 17M IDOT LIGHT BAR AS FOLLOWS: * FOUR CORNER FLASHERS * TWO FRONT FACING FLASHERS * 2 FRONT FACING SCENE LIGHTS PLOW LIGHTING - ABL-3830-0080 LED PLOW LIGHTS ON UNIVERSAL HOOD MOUNTING BRACKETS BODY LIGHTING - ONE PAIR WHE-70BTT 700 SERIES STT IN REAR POSTS - ONE AMBER/WHITE/AMBER FLASHER MOUNTED IN A STAINLESS HOUSING ON OUTSIDE OF EACH CORNER POST - MARKER LIGHTS PER FMVSS STANDARDS REAR HITCH AND CHASSIS LIGHTING			

Continued

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Ordered	Unit	Item Number	D/S	Each Price	Extended Price

- ONE PAIR WHELEN 60BTT STT LIGHTS ON REAR HITCH
- ONE CENTER WHELEN 40BUH BACKUP LIGHT ON REAR HITCH
- PM-290C LICENSE PLATE LIGHT ON REAR HITCH
- ICC THREE LIGHT CLUSTER ON REAR HINGE OF BODY
- VEL-697112 BACK UP ALARM ON REAR HITCH OR FRAME

EQUIPMENT WORK LIGHTS AND FLASHERS

- ABL WORK LIGHT MOUNTED OUTSIDE CORNER POST ON DRIVERS SIDE AIMED AT SPINNER
- ABL WORK LIGHT MOUNTED OUTSIDE CORNER POST ON CURB SIDE AIMED REARWARD
- LIGHTS ON SEPARATE SWITCHES

THREE CAMERA SYSTEM

- 1ST CAMERA MOUNTED ON L/H CORNER POST-AIM @ SPREADER
- 2ND CAMERA MOUNTED ON CAB SHIELD-AIMED INTO BOX
- 3RD CAMERA MOUNTED ON R/H CORNER POST-AIMED REARWARD
- CAMERA SYSTEM TO USE FORCE AMERICA DISPLAY

1.00 EACH **REAR HITCH**

CONFIGURED AS FOLLOWS: YES
- REAR HITCH TYPE: CUSTOM PER BELOW
- 3/4" CARBON STEEL PLATE
- 49K HOLLAND PH760 PINTLE HITCH-DIRECT MOUNTED
- STD PINTLE MTG HEIGHT
- SPECIAL PINTLE MOUNTING HEIGHT: 25" GROUND TO CRADLE
- TRAILER PLUG: 6 ROUND PIN
- CUTOUTS FOR 600/400 SERIES REAR LIGHTS
- 5/8" CARBON STEEL D-RINGS

1.00 EACH **PLOW HITCH**

PLOW HITCH FOR A KENWORTH T480/PETERBILT 548 INSTALLED ON NEW TRUCK PACKAGE

1.00 EACH **HFF-QX**

Heavy Front Frame Side Plate Hitch with QX Front Frame and Offset Lift Arm. (QAC Drop Pin Receiver with built in Two Pin Hookup.)

1.00 EACH **H10170**

4in X 10in Double Acting Cylinder W/Nitrided Rod

Continued

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Ordered	Unit	Item Number	D/S	Each Price	Extended Price
1.00	EACH	**H10190** Telescopic Lift Arm in Lieu of Rigid Lift Arm			
1.00	EACH	**H10310** Stainless Hood Mounted Light Brackets. (Side of Hood)			
1.00	EACH	**H10401** 5/8in Side Plates in Lieu of 1/2in (Not available on Utility)			
1.00	EACH	**H10415** Cross Over Relief Valve Bracket Only (no valve)			
1.00	EACH	**PLOW** CONFIGURED AS FOLLOWS: YES PAINTED: BLACK POLYURETHANE ENAMEL NO EXTRA RIBS EXTRA RIBS			
1.00	EACH	**12SP42TT1** Base Model 12SP42TT1 Straight Snow Plow With 3/8" Polyethylene Front Sheet 12'-0" Cutting Edge X 42" Straight Height Torsion Trip Cutting Edge (4) 3/4" Round Wire Trip Springs Heavy Duty Tubular Table/A-Frame Assembly (2) 4X12 Reversing Cylinders (5) Table To Moldboard Hookup Points			
1.00	EACH	**P10130** Level Raise Lift System with Lift Chains for High Country Plows (MX1 & MC1)			
1.00	EACH	**P10210** Quick attach loop (plow section installed)			
1.00	EACH	**P10425** 3/8" x 12" Rubber flap kit installed			
1.00	EACH	**P10465** Plow stand - installed (to hold hook up point @ desired height when detached)			

Continued

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Ordered	Unit	Item Number	D/S	Each Price	Extended Price
1.00	EACH	**P10466** Extra Plow Stand Boss Welded to Plow End Rib for Plow Stand Storage.			
1.00	EACH	**P10470** 36" Blaze orange markers			
1.00	EACH	**P10520** 7/8" x 5" C1084 Carbide cutting edges with 5/8" x 6" cover blade (in lieu of standard 5/8" x 6")			
1.00	EACH	**P10556** Brass Quick Couplers installed (one set/per plow)			
1.00	EACH	**PREWET SYSTEM** BONNELL CONFIGURED PREWET SYSTEM CONFIGURED AS FOLLOWS: YES - PREWET SYSTEM CONFIGURED AS FOLLOWS:			
1.00	EACH	**BC-240P-2-200** Behind the Cab Prewet System with two 120 Gallon Poly Tanks, Stainless Steel Tank Brackets, and 2in Plumbing.			
1.00	EACH	**L10120** Hydraulic Prewet Pump in a Stainless Enclosure to Operate a Closed Loop System. Include: an IP68 Wire Connection for Feedback Signal.			
1.00	EACH	**L10315** 2in Male Quick Fill Kit Installed.			
1.00	EACH	**L10327** Automatic 3-Way Valve in lieu of in line check valve. (Used on 6100 controllers only) Installed.			
1.00	EACH	**L10355** Flush Kit. (Includes small poly flush tank) Installed.			
1.00	EACH	**L10365**			

Continued

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Sourcewell ID: 19913

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100 W WOODSTOCK STREET
CRYSTAL LAKE, IL 60014

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CRYSTAL LAKE, IL 60014-4200

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Ordered	Unit	Item Number	D/S	Each Price	Extended Price
		Liquid Level Switch Installed.			
1.00	EACH	UT SPREADER - UNDER TAILGATE SPREADER CONFIGURED AS FOLLOWS: INTERNAL FEEDBACK MOTORS CURRENTLY HAVE LONG LEAD TIMES			
1.00	EACH	BT-696-DD-AS SPREADER, BT-696-DD-AS, DIRECT DRIVE, 6" AUGER, STD MOTOR -UNDERTAILGATE SPREADER -6" AUGER X 96" WIDE -STAINLESS STEEL CONSTRUCTION -STANDARD 24" OFFSET DROP -DIRECT DRIVE -INCLUDES 18" POLY SPINNER ASSEMBLY -INCLUDES 24" TAILGATE SHIELDS -QUICK MOUNT KIT -SAFETY INTERLOCK			
1.00	EACH	U10200 Single Spinner Assembly Mounted At Standard Drop Port. (Standard On All Spreaders). 18" Poly Spinner with 2.8 Cubic Inch Spinner Motor			
1.00	EACH	U10300 Internal Feedback Sensor For A 6" Spreader Or For A 9" Spreader With A Gear Box.			
1.00	EACH	U10311 Short Hose Kit for Bonnell Installations. Comes With Two Spinner Hoses, Two Drive Hoses, And Quick Disconnects.			
1.00	EACH	U10325 Light Bar With Stop, Turn, Tail, And 3 Light Cluster.			
1.00	EACH	U10369 Custom Tailgate Prop/Shield Combo Installed. (Must have dump body to build and install these)			
1.00	EACH	U10390 72" Spray Bar Installed In Spreader Body			
1.00	EACH	U10312 Brass Quick Couplers ILO Steel			

Continued

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Customer P.O.	Ship VIA	F.O.B.	Terms
		DIXON	NET DUE UPON RECEIPT

Ordered	Unit	Item Number	D/S	Each Price	Extended Price
1.00	EACH	CUSTOMIZATION			
		#1 INSTALL A TWO RUNG STAINLESS PULL OUT LADDER , GRAB HANDLE AND INSIDE STEP ON CURB SIDE OF DUMP BODY			
		#2 INSTALL CUSTOMER SUPPLIED RADIO ANTENNA AND CABLE			
1.00	EACH	/SOURCEWELL SOURCE GOODS ADJ		168,113.62	168,113.62
		ALL ITEMS LISTED BELOW ARE OPEN PURCHASED REQUESTS (SOURCED GOODS) BY THE CUSTOMER TO ADD,DELETE OR REPLACE ITEMS #155877 ULTIMATE LEVEL SINGLE AXLE CLASS SNOW FIGHTER PACKAGE			
		$168,336.62			
		- 2026 KENWORTH T480 SINGLE AXLE CAB AND CHASSIS 102.5" CA--PAINTED RED - SL-316 10' STAINLESS DUMP BODY WITH UNDERBODY HOIST ILO A MTR-10-S2 10' STAINLESS MULTI PURPOSE DUMP BODY - 240 GAL. PREWET SYSTEM MOUNTED BEHIND THE CAB ILO A 300 PREWET SYSTEM MOUNTED ON THE SIDES OF THE COMMANDER MULTI PURPOSE DUMP BODY - A WHELEN 17M LED LIGHT BAR AND LIGHT PACKAGE ILO THE STANDARD LED LIGHT PACKAGE - A 12SP42TT1Q 12' SNOW PLOW ILO AN 11' 11ST42MX1 11' SNOW PLOW - A 6" STAINLESS TAILGATE SPREADER - A STT AND THREE MARKER LIGHT BAR MOUNTED ON REAR OF TAILGATE SPREADER			
		/LICENSE FEE LICENSE PLATE FEES			8.00
		/PROCESSING PROCESSING FEE			50.00
		/TITLE TITLE PROCESSING			165.00

BONNELL INDUSTRIES INC
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Quote

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Ordered	Unit	Item Number	D/S	Each Price	Extended Price

15% RESTOCKING FEE ON RETURNED ITEMS
NO RETURNS ON ELECTRICAL ITEMS

TG

Net Order:	309,459.12
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	309,459.12
Less Deposit:	0.00
Order Balance:	309,459.12

Please Pay From Invoice
1-1/2% Per Month (18% Annual Rate) Finance Charge Will Be Added to Past Due Accounts

Salesperson: 0008 Matt Hazelwood

BONNELL INDUSTRIES INC
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Quote

Order Number: 0186831
Order Date: 6/3/2025
Sourcewell ID: 19913

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Bill To: 0002021
CITY OF CRYSTAL LAKE
100 W WOODSTOCK STREET
CRYSTAL LAKE, IL 60014

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Ordered	Unit	Item Number	D/S	Each Price	Extended Price
1.00	EACH	**TRUCK PACKAGE**		148,550.00	148,550.00

SOURCEWELL # 155877 COMPLETE SNOW FIGHTER PACKAGE "ULTIMATE LEVEL" SINGLE AXLE CLASS

$148,550.00

APPLICATION: ONE NEW KENWORTH T480H SINGLE AXLE CLASS 7 SNOW AND ICE TRUCK WITH A 102.5" CAB TO AXLE MEASUREMENT. AUTOMATIC TRANSMISSION WITH LIVE PTO PROVISIONS, FACTORY SNOW PLOW PREP PACKAGE, FACTORY GROUND SPEED CONNECTION POINT.
FACTORY FRAME EXTENSIONS ARE REQUIRED.

INCLUDES INSTALLATION OF THE FOLLOWING EQUIPMENT:

- DUMP BODY
- CAB SHIELD INSTALLED ON BODY
- HYDRAULIC SYSTEM
- ELECTRICAL & LIGHTING
- CONSOLE AND CONTROLS
- REAR TOWING HITCH
- PLOW HITCH
- SNOW PLOW
- WING, (FRONT MOUNTED PATROL)
- UNDER TAILGATE SPEADER
- PREWET SYSTEM, (MOUNTED BEHIND CAB)

THE FOLLOWING ADDTIONAL ITEMS ARE INCLUDED:

- POLY FULL COVER FENDERS MANUFACTURED BY MINIMIZER
- FENDER BRACKET MAT'L: STAINLESS
- FRAME COATING, (NOX-RUST 1523 UNDERCOATING)
- CONSPICUITY TAPE AS SPECIFIED, 4" WIDE YELLOW.

INSTALLED EQUIPMENT DETAILS ARE LISTED BELOW:

1.00	EACH	*** SOURCEWELL PACKAGE DISCOUNT**		(7,427.50)	-7,427.50
1.00	EACH	**CHASSIS**			
Location: BLD7		- 2026 KENWORTH T480 SINGLE AXLE CAB AND CHASSIS 102.5" CA--PAINTED RED			

Continued

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		CHASSIS PRICE $156,158.81 IS INCLUDED IN THIS QUOTE IF ANY ADDITIONAL TARIFF'S ARE ADDED AT A LATER DATE THEY WILL BE ADDED TO THE CHASSIS PRICE			
1.00	EACH	**DUMP BODY** - DURACLASS 10'-0" 201-2B STAINLESS DUMP BODY - CROSSMEMBERLESS - DOUBLE ACTING UNDER BODY HOIST - 10" I-BEAM LONGSILLS OF CARBON STEEL - 1/4" AR450 ABRASION RESISTANT FLOOR - 36" 3/16" 201-2B STAINLESS SIDES-(ONE HORIZONTAL BRACE) - 36" 3/16" 201-2B STAINLESS FRONT - 36" 3/16" 201-2B STAINLESS VERTICAL TAILGATE-(6 PANEL DESIGN) - 201-2B STAINLESS CORNER POST - ELECTRIC OVER AIR T-GATE LATCH - GREASABLE TAILGATE LINKAGE INCLUDING UPPER HINGE - STAINLESS STEEL TAILGATE LATCH LINKAGE - LABOR TO INSTALL CUSTOM CAB SHIELD - 2 RUNG UNDERBODY LADDER INSTALLED - HAND HOLDS ABOVE LADDER INSTALLED - TWO SHOVEL HOLDERS-1 PER SIDE INSTALLED - RIGID REAR RUBBER MUD FLAPS INSTALLED - STAINLESS CHAIN HOOKS ON LOWER CENTER OF T-GATE - TRIPLE FLASHER BRACKET MOUNTED OUTSIDE OF CORNER POST - CONDUIT FOR WIRING CAB SHIELD LIGHTS AND CAMERAS - 1/4X2 FLAT BAR SIDE RAIL INSTALLED - ONE INSIDE BODY STEP INSTALLED - PREPPED FOR NEW TAILGATE SPREADER - INTEGRAL T-GATE SHIELDS & HARDWARE FOR T-GATE PROPS - BODY TOP BE PAINTED SINGLE STAGE ONE COLOR - BODY PAINTED TO MATCH CAB			
1.00	EACH	**CAB SHIELD** CAB SHIELD - CUSTOM FABRICATED FOR SPECIFIED TRUCK AND BODY. CONFIGURED AS FOLLOWS: *MATERIAL IS TO BE 304 STAINLESS STEEL #4 POLISH *PAN WIDTH- 22". *WIDTH- DETERMINED. *HEIGHT TO BE DETERMINED TO BOTTOM OF PAN. *DOUBLE 600 SERIES OR M6 LIGHT BRACKETS. **LIGHTING CODE: 11311			
1.00	EACH	**HYDRAULIC SYSTEM**			

Continued

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		DIXON	NET DUE UPON RECEIPT

Ordered	Unit	Item Number	D/S	Each Price	Extended Price
		- PTO: OMFB 278 SERIES - PUMP: TXV92 - ADD-A-FOLD HYDRAULIC VALVE TO OPERATE: HOIST, PLOW , WING, PREWET, AUGER, SPINNER - "FORCE" ULTRA CONTROL ARM - "FORCE" 6100 GEN5 SPREADER CONTROLLER - "FORCE" VT35 STAINLESS STEEL TANK AND LID - LOW OIL/HIGH TEMP AUTO SHUTDOWN SYSTEM - EATON HP171 SERIES WITH SENSOR HIGH PRESSURE FILTER - BRASS QUICK COUPLERS - CLOSED LOOP PREWET CABLE - CLOSED LOOP GRANULAR SENSOR - BONNELL CONSOLE FOR ULTRA CONTROLLER ARM			
1.00	EACH	**ELECTRICAL** - ALL LED LIGHTING UNLESS OTHERWISE NOTED - BONNELL IGNITION ACTIVATED BATTERY RELAY DISCONNECT SYSTEM - InPOWER STANDARD 8 SWITCH PANEL WITH 4 WARNING LAMPS AND 16 OUTPUTS - DATA SHEET REQUIRED - BODY UP SWITCH WITH INDICATOR LAMP - BONNELL WIRE HARNESSES CAB ROOF LIGHTING AND ACCESSORIES - FACTORY SUPPLIED ROOF BRACKET - WHELEN 17M IDOT LIGHT BAR AS FOLLOWS: * FOUR CORNER FLASHERS * TWO FRONT FACING FLASHERS * 2 FRONT FACING SCENE LIGHTS PLOW LIGHTING - ABL-3830-0080 LED PLOW LIGHTS ON UNIVERSAL HOOD MOUNTING BRACKETS BODY LIGHTING - ONE PAIR WHE-70BTT 700 SERIES STT IN REAR POSTS - ONE AMBER/WHITE/AMBER FLASHER MOUNTED IN A STAINLESS HOUSING ON OUTSIDE OF EACH CORNER POST - MARKER LIGHTS PER FMVSS STANDARDS REAR HITCH AND CHASSIS LIGHTING			

Continued

BONNELL INDUSTRIES INC
TRUCK & ROAD EQUIPMENT
Sourcewell Contract Number: 062222-BNL

1385 Franklin Grove Rd
Dixon, IL 61021
815-284-3819 * 815-284-8815 Fax
800-851-9664
www.bonnell.com * info@bonnell.com

Delivery Ticket only do not remit from the Sales Order. Invoice will arrive in the mail.

Quote

Order Number: 0186831
Order Date: 6/3/2025
Sourcewell ID: 19913

Bill To: 0002021
CITY OF CRYSTAL LAKE
100 W WOODSTOCK STREET
CRYSTAL LAKE, IL 60014

Ship To: 01
CITY OF CRYSTAL LAKE
100 W. WOODSTOCK STREET
CRYSTAL LAKE, IL 60014-4200

Phone: (815) 459-2020 Fax: (815) 459-2350 tspencer@crystallake.org
Confirm To: TIM SPENCER
Comment:
Phone:
Fax:

Customer P.O.	Ship VIA	F.O.B.	Terms
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Ordered	Unit	Item Number	D/S	Each Price	Extended Price

- ONE PAIR WHELEN 60BTT STT LIGHTS ON REAR HITCH
- ONE CENTER WHELEN 40BUH BACKUP LIGHT ON REAR HITCH
- PM-290C LICENSE PLATE LIGHT ON REAR HITCH
- ICC THREE LIGHT CLUSTER ON REAR HINGE OF BODY
- VEL-697112 BACK UP ALARM ON REAR HITCH OR FRAME

EQUIPMENT WORK LIGHTS AND FLASHERS

- ABL WORK LIGHT MOUNTED OUTSIDE CORNER POST ON DRIVERS SIDE AIMED AT SPINNER
- ABL WORK LIGHT MOUNTED OUTSIDE CORNER POST ON CURB SIDE AIMED REARWARD
- LIGHTS ON SEPARATE SWITCHES
- ABL WING WORK LIGHT MOUNTED ON FRONT POST
- ABL WING WORK LIGHT MOUNTED ON EXHAUST BRKT
- TWO WHE-WPLOWZ1A FLASHERS MOUNTED TO WING MOLDBOARD

THREE CAMERA SYSTEM

- 1ST CAMERA MOUNTED ON L/H CORNER POST-AIM @ SPREADER
- 2ND CAMERA MOUNTED ON CAB SHIELD-AIMED INTO BOX
- 3RD CAMERA MOUNTED ON R/H CORNER POST-AIMED REARWARD
- CAMERA SYSTEM TO USE FORCE AMERICA DISPLAY

1.00 EACH **REAR HITCH**

CONFIGURED AS FOLLOWS: YES
- REAR HITCH TYPE: CUSTOM PER BELOW
- 3/4" CARBON STEEL PLATE
- 49K HOLLAND PH760 PINTLE HITCH-DIRECT MOUNTED
- STD PINTLE MTG HEIGHT
- SPECIAL PINTLE MOUNTING HEIGHT: 25" GROUND TO CRADLE
- TRAILER PLUG: 6 ROUND PIN
- CUTOUTS FOR 600/400 SERIES REAR LIGHTS
- 5/8" CARBON STEEL D-RINGS

1.00 EACH **PLOW HITCH**

HITCH FOR SNOW PLOW
PLOW HITCH FOR A KENWORTH T480/PETERBILT 548 INSTALLED ON NEW TRUCK PACKAGE

1.00 EACH **HFF-QX**

Heavy Front Frame Side Plate Hitch with QX Front Frame and Offset Lift Arm. (QAC Drop Pin Receiver with built in Two Pin Hookup.)

1.00 EACH **H10170**

Continued

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CRYSTAL LAKE, IL 60014-4200

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Ordered	Unit	Item Number	D/S	Each Price	Extended Price
		4in X 10in Double Acting Cylinder W/Nitrided Rod			
1.00	EACH	**H10190** Telescopic Lift Arm in Lieu of Rigid Lift Arm			
1.00	EACH	**H10310** Stainless Hood Mounted Light Brackets. (Side of Hood)			
1.00	EACH	**H10401** 5/8in Side Plates in Lieu of 1/2in (Not available on Utility)			
1.00	EACH	**H10415** Cross Over Relief Valve Bracket Only (no valve)			
1.00	EACH	**PLOW** CONFIGURED AS FOLLOWS: YES PAINTED: BLACK POLYURETHANE ENAMEL NO EXTRA RIBS EXTRA RIBS			
1.00	EACH	**12SP42TT1** Base Model 12SP42TT1 Straight Snow Plow With 3/8" Polyethylene Front Sheet 12'-0" Cutting Edge X 42" Straight Height Torsion Trip Cutting Edge (4) 3/4" Round Wire Trip Springs Heavy Duty Tubular Table/A-Frame Assembly (2) 4X12 Reversing Cylinders (5) Table To Moldboard Hookup Points			
1.00	EACH	**P10130** Level Raise Lift System with Lift Chains for High Country Plows (MX1 & MC1)			
1.00	EACH	**P10210** Quick attach loop (plow section installed)			
1.00	EACH	**P10425** 3/8" x 12" Rubber flap kit installed			

Continued

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Ordered	Unit	Item Number	D/S	Each Price	Extended Price
1.00	EACH	P10465 Plow stand - installed (to hold hook up point @ desired height when detached)			
1.00	EACH	P10466 Extra Plow Stand Boss Welded to Plow End Rib for Plow Stand Storage.			
1.00	EACH	P10470 36" Blaze orange markers			
1.00	EACH	P10520 7/8" x 5" C1084 Carbide cutting edges with 5/8" x 6" cover blade (in lieu of standard 5/8" x 6")			
1.00	EACH	P10556 Brass Quick Couplers installed (one set/per plow)			
	EACH	PREWET SYSTEM BONNELL CONFIGURED PREWET SYSTEM CONFIGURED AS FOLLOWS: YES - PREWET SYSTEM CONFIGURED AS FOLLOWS:			
1.00	EACH	BC-240P-2-200 Behind the Cab Prewet System with two 120 Gallon Poly Tanks, Stainless Steel Tank Brackets, and 2in Plumbing.			
1.00	EACH	L10120 Hydraulic Prewet Pump in a Stainless Enclosure to Operate a Closed Loop System. Include: an IP68 Wire Connection for Feedback Signal.			
1.00	EACH	L10315 2in Male Quick Fill Kit Installed.			
1.00	EACH	L10327 Automatic 3-Way Valve in lieu of in line check valve. (Used on 6100 controllers only) Installed.			
1.00	EACH	L10355 Flush Kit. (Includes small poly flush tank) Installed.			

Continued

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Ordered	Unit	Item Number	D/S	Each Price	Extended Price
1.00	EACH	L10365 Liquid Level Switch Installed.			
1.00	EACH	UT SPREADER - UNDER TAILGATE SPREADER CONFIGURED AS FOLLOWS: INTERNAL FEEDBACK MOTORS CURRENTLY HAVE LONG LEAD TIMES			
1.00	EACH	BT-696-DD-AS SPREADER, BT-696-DD-AS, DIRECT DRIVE, 6" AUGER, STD MOTOR -UNDERTAILGATE SPREADER -6" AUGER X 96" WIDE -STAINLESS STEEL CONSTRUCTION -STANDARD 24" OFFSET DROP -DIRECT DRIVE -INCLUDES 18" POLY SPINNER ASSEMBLY -INCLUDES 24" TAILGATE SHIELDS -QUICK MOUNT KIT -SAFETY INTERLOCK			
1.00	EACH	U10200 Single Spinner Assembly Mounted At Standard Drop Port. (Standard On All Spreaders). 18" Poly Spinner with 2.8 Cubic Inch Spinner Motor			
1.00	EACH	U10300 Internal Feedback Sensor For A 6" Spreader Or For A 9" Spreader With A Gear Box.			
1.00	EACH	U10311 Short Hose Kit for Bonnell Installations. Comes With Two Spinner Hoses, Two Drive Hoses, And Quick Disconnects.			
1.00	EACH	U10312 Brass Quick Couplers ILO Steel			
1.00	EACH	U10325 Light Bar With Stop, Turn, Tail, And 3 Light Cluster.			
1.00	EACH	U10369 Custom Tailgate Prop/Shield Combo Installed. (Must have dump body to build and install			

Continued

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Ordered	Unit	Item Number	D/S	Each Price	Extended Price
		these)			
1.00	EACH	U10390 72" Spray Bar Installed In Spreader Body			
1.00	EACH	WING BONNELL WING PLOW - WING PLOW PAINTED ORANGE, CONFIGURED AS FOLLOWS:			
1.00	EACH	9NTWFMP Front Mounted Patrol Wing 9'-0" Long At The Cutting Edge Non-Trip Moldboard Leading Edge Height 28" Discharge End Height 34" Painted as Specified			
1.00	EACH	W10100 24in Hydraulic telescoping push bar/buffer (ILO Manual buffer)			
1.00	EACH	W10117 24in Stroke on Front post cylinder (Toe) (20in benching height) (Patrol wing only)			
1.00	EACH	W10160 Wing lock valve - installed to cylinder			
1.00	EACH	W10190 24in Jumbo blade guide on dischrage end with bolt on bracket			
1.00	EACH	W10210 Piping (conduit) for wing light wiring			
1.00	EACH	W10240 201 Stainless Steel Moldboard Skin			
1.00	EACH	W10326 Stucci Brass Quick Couplers in Lieu of Steel Couplers			

Continued

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Ordered	Unit	Item Number	D/S	Each Price	Extended Price
9.00	EACH	**W10520** 7/8in x 5in Carbide cut edge with 5/8in x 6in cover blade in Lieu of Standard (Price Per Foot)			
1.00	EACH	**W10532** 3/4" x 6" Tapered Wing curb shoe (Installed on Leading end of Plow) (Standard on all wings)			
1.00	EACH	**W10622** 5/8" x 6" (Three Bolt) Universal Bull Nose (Installed on Discharge end of Plow)			
1.00	EACH	**CUSTOMIZATION** #1 INSTALL A TWO RUNG STAINLESS PULL OUT LADDER , GRAB HANDLE AND INSIDE STEP ON CURB SIDE OF DUMP BODY #2 INSTALL CUSTOMER SUPPLIED RADIO ANTENNA AND CABLE			
1.00	EACH	**/SOURCEWELL SOURCE GOODS ADJ** ALL ITEMS LISTED BELOW ARE OPEN PURCHASED REQUESTS (SOURCED GOODS) BY THE CUSTOMER TO ADD,DELETE OR REPLACE ITEMS #155877 ULTIMATE LEVEL SINGLE AXLE CLASS SNOW FIGHTER PACKAGE $192,318.38 - 2026 KENWORTH T480 SINGLE AXLE CAB AND CHASSIS 102.5" CA--PAINTED RED - SL-316 10' STAINLESS DUMP BODY WITH UNDERBODY HOIST ILO A MTR-10-S2 10' STAINLESS MULTI PURPOSE DUMP BODY - 240 GAL. PREWET SYSTEM MOUNTED BEHIND THE CAB ILO A 300 PREWET SYSTEM MOUNTED ON THE SIDES OF THE COMMANDER MULTI PURPOSE DUMP BODY - A WHELEN 17M LED LIGHT BAR AND LIGHT PACKAGE ILO THE STANDARD LED LIGHT PACKAGE - A 12SP42TT1Q 12' SNOW PLOW ILO AN 11' 11ST42MX1 11' SNOW PLOW - 9NTWFMP 9' FRONT MOUNTED PATROL WING - A 6" STAINLESS TAILGATE SPREADER - A STT AND THREE MARKER LIGHT BAR MOUNTED ON REAR OF TAILGATE SPREADER		192,318.38	192,318.38
		/LICENSE FEE			8.00

Continued

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Ordered	Unit	Item Number	D/S	Each Price	Extended Price
		LICENSE PLATE FEES			
		/PROCESSING PROCESSING FEE			50.00
		/TITLE TITLE PROCESSING			165.00

15% RESTOCKING FEE ON RETURNED ITEMS
NO RETURNS ON ELECTRICAL ITEMS

TG

Net Order:	333,663.88
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	333,663.88
Less Deposit:	0.00
Order Balance:	333,663.88

Please Pay From Invoice
1-1/2% Per Month (18% Annual Rate) Finance Charge Will Be Added to Past Due Accounts

Salesperson: 0001 Bonnell Industries

Agenda Item No: 21

City Council
Agenda Supplement

Meeting Date: June 17, 2025

Item: Sole Source Agreement for Byrne Software Technologies Implementation and Support Work for Accela Software

Staff Recommendation: A motion to adopt a Resolution authorizing the City Manager to execute a sole source agreement with Byrne Software Technologies, Inc. for licensing software implementation services and as-needed support in the amount of $41,040, allowing for a 10% contingency for unforeseen support and maintenance costs.

Staff Contact: Nick Hammonds, Deputy City Manager
Jodie Hartman, Finance Director
Steve Weishaar, Information Technology Director

Background:

At the December 5, 2017 City Council meeting, the City Council authorized an agreement with Accela Land Management Software for building permit, code enforcement, and licensing software. At the November 5, 2024 City Council meeting, the City Council authorized a one-year extension, with up to four additional one-year extensions, with Accela Land Management Software. The Accela Land Management Software utilizes authorized third party providers for implementation services.

Implementation Services Cost Comparison:

The City evaluated implementation service providers in 2021 and narrowed the potential providers to three companies shown in the following table. The City ultimately selected Byrne as they had the lowest per hour rate at $125. The City requested updated quotes from the same providers and received one quote shown below, which has increased by $40 per hour since 2021. Byrne has slightly increased their rates annually and currently charges $135 per hour, which is a competitive rate in comparison to other providers.

	2021 Hourly Rate	2025 Hourly Rate
Byrne√	$125.00	$135.00
Etech	$150.00	$190.00
Avocette	$130.00	Unavailable at this time

√Recommended lowest per hour rate provider for services.

Byrne Software Technologies is a third party service provider authorized by Accela to provide implementation services. The City has contracted with Byrne Software Technologies to provide Accela implementation services such as setting up new users, establishing fees and payment processing, and configuring permits, licenses, workflows, the online portal, and reports.

Licensing Statement of Work:

Byrne Software Technologies has been used to provide Accela implementation and programming services since 2021. Byrne was the lowest hourly rate for services and they have only increased their rate by $10 per hour since that time. The attached statement of work is a continuation of efforts being performed by Byrne since 2021 to ensure Accela is being used to its full capabilities. City staff and public users of the Accela platform have been satisfied with the service Byrne has provided and changing professional services mid-stream would be a hindrance to the City's progress.

The City has exhausted the amount authorized under the original 2025 statement of work, and staff is seeking authorization to continue with Byrne to complete the liquor licensing portal customization and reserve time for as-needed support and maintenance, which is billed per hour. The City is seeking authorization to enter into an agreement with Byrne Software Technologies to complete the configuration of the licensing portal in Accela.

Commercial Refuse and Tobacco licenses have been successfully implemented in Accela this fiscal year. The liquor licensing portal customization is in progress, and Byrne Software has submitted a statement of work to complete the customization in the amount of $24,165. This amount will not impact the annual fee for Accela. Byrne software will customize the liquor license portal as a 24/7 self-service process from start to finish, including the application, document uploading, workflows, certificate issuance, and the renewal process.

As-Needed Support and Maintenance Statement of Work:

Byrne Software also submitted a statement of work for as-needed software support and maintenance in the amount of $16,875 for the remainder of FY 2025. Accela will be rolling out a new citizen facing portal in the fall of 2025, which will require customization for branding specific to the City. In addition, the statement of work amount will cover costs potentially needed for general maintenance and support of existing configurations (building permits, code enforcement, planning, fire, and licenses).

Accela and Implementation Pricing:

Accela is a hosted service and operates under a named user subscription model, which most of the other Community Development Land Management programs follow. Named user licensing requires each user to have a separate license for the software, rather than concurrent licensing, which requires licensing only for the number of active subscribers utilizing a system at a particular time. The annual cost for Accela was approved in 2024 for up to five years. The annual cost will only increase beyond the base amount if additional user licenses are added.

Accela utilizes a third party provider for implementation services rather than their own staff. Staff has compared pricing from competitor implementation service providers and Byrne provided the lowest per hour rate. Implementation services include setting up users, configuring permits and

permit types, configuring workflows for permits and submittals, setting up the City's Building Permit fee schedule, configuring the public access portal and field apps, creating custom reporting for the application, and customizing licensing workflows and reporting. In addition, the implementation provider conducts end user and administrative training on the application.

Larger municipal organizations may have Information Technology (IT) staff that can code, script, and configure programs such as Accela. However, the City's IT staffing structure does not include a specific employee who provides coding or scripting to configure Accela in-house. Therefore, the City seeks a third party contractor such as Byrne to provide these services.

The City will benefit from utilizing Accela for licensing software by reducing the number of software platforms used, thereby reducing the annual operating costs for these platforms, and allowing all City Departments to coordinate licensing within one software platform. In addition, the annual amount for Accela does not change as more licensing features are added. The statements of work with Byrne represent one-time costs for implementation of additional features available within the Accela software. The City will realize cost savings over the course of Accela use as other software (such as Citizenserve for licensing) are discontinued.

Per Section 102-3(D) of the City Code, the City may waive competitive bidding and enter into a contract with a sole source vendor after the Director of Finance has conducted a good faith review of available sources and determines that one source for the service is in the best interest of the City. Based upon the City Code authorization requirements, and Byrne Software's history providing implementation services for the Accela program, the City's Director of Finance conducted a good faith review of available sources and has determined that Byrne Software is the sole source vendor to provide implementation services, and that it is in the City's best interest to enter into an agreement with Byrne for implementation services. Accordingly, competitive bidding is not required.

Recommendation:

It is the recommendation of Community Development and Information Technology to adopt a resolution authorizing the execution of a sole-source agreement for statements of work to implement licensing features and as-needed software support with Byrne Software Technologies, Inc. in the amount of $41,040, allowing for a 10% contingency. Sufficient funding is available for this project.

Votes Required to Pass:

Simple majority

Res. 25R-___

RESOLUTION

WHEREAS, at the December 5, 2017 City Council meeting, the Mayor and City Council authorized an agreement with Accela Land Management Software for building permit, code enforcement, and licensing software; and

WHEREAS, at the November 5, 2024 City Council meeting, the Mayor and City Council authorized a one-year extension, with up to four additional one-year extensions, with Accela Land Management Software; and

WHEREAS, the Accela Land Management Software utilizes authorized third party providers for implementation services; and

WHEREAS, Byrne Software Technologies is an implementation service provider authorized by Accela to provide implementation services; and

WHEREAS, the City has contracted with Byrne Software Technologies since 2021 to provide Accela implementation services such as setting up new users, establishing fees and payment processing, and configuring permits, licenses, workflows, the online portal, and reports; and

WHEREAS, implementing additional licensing features in Accela does not increase the annual subscription cost for Accela; and

WHEREAS, the City seeks to utilize Byrne Software Technologies to implement the City's online licensing in Accela; and

WHEREAS, the City's Director of Finance has reviewed available sources for the services required to be provided under the statements of work and has determined Byrne Software Technologies is the sole source to provide the required services, and that it would be in the best interests of the City to enter into an agreement authorizing the statements of work.

NOW THEREFORE , BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager be and he is hereby authorized and

Draft

directed to execute a sole source agreement for the statements of work for Accela licensing implementation and software support with Byrne Software Technologies in the amount of $41,040.

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

DATED this 17th day of June, 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: June 17, 2025
APPROVED: June 17, 2025

Draft

City of Crystal Lake, IL

Accela Licensing Scripting and Reporting
STATEMENT OF WORK (SoW)

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REVISION LOG

This log provides a synopsis of revisions made to this document.

Version	Date	Author	Description
1	5/28/2025	Amber Digenan	Initial Draft
2	5/29/2025	Amber Digenan	Task Revisions per feedback from Beth

PURPOSE

The purpose of this SoW is to document Byrne Software Technologies, Inc. (Byrne) activities requested by City of Crystal Lake, IL (Customer) to complete reporting, configuration and automation enhancements to the Accela Business Licensing implementation.

LOCATION OF SERVICES AND KEY CONTACT

Services contracted under this SoW may be performed remotely and/or at the Customer's on-site facilities as deemed appropriate and reasonable for the successful completion of the Services detailed herein.
Please indicate below the primary Customer location which will benefit from the services covered under this SoW.

Work Location:	City of Crystal Lake, IL City Manager's Office All work to be performed remotely

Please indicate below the key Customer contact that will be responsible for Project Management:

Name	Melanie Gray
Title:	Executive Assistant, City Manager's Office
Phone Numbers:	815-459-2020
Email:	mgray@crystallake.org

COST ESTIMATE

The Project Base Rate will apply to all tasks and Change Orders up to 1 year from signature approvals dates unless specified in the deliverables outlined herein. Change Orders initiated beyond 1 year of signature and New Projects may be billed at the then current rates.

Project Base Rate / Hour:	$135

Deliverable Number	Deliverable Description	Fixed Hours	Rate	Fixed Cost
001	Record and Security Configuration Updates	20	$135	$2,700
002	Automation and Notification Updates	115	$135	$15,525
003	Report Configurations and Modifications	44	$135	$5,940
Totals		**179**	**$135**	**$24,165**

WORK BREAKDOWN

The following are items identified in the Byrne SharePoint site shared with Crystal Lake that will be included in this statement of work.

Deliverable 1 - Record and Security Configuration Updates

66	Configurations: Temporary Liquor Licensing
67	Configurations: Annual Liquor Licensing
92	Configurations: Supplemental Liquor Licensing
96	Licenses: Liquor Licensing Configs - add images to logo table
99	Security: Set for only City Manager Office department group users to view document type

Deliverable 2 - Automation and Notification Updates

ID	Title
53	Tobacco Licensing, Automation: EMSE Scripting for invoicing fees and updating workflow
71	Automation: Temporary Liquor License - application naming
72	Automation: Liquor Licensing records - send notifications for Additional Info and/or Revisions Required
73	Automation: Annual/Supplemental Liquor Licensing Records - application naming
74	Automation: Send DUA email to staff with ACA upload after record creation.
75	Automation: Send Review Complete Notification
76	Automation: Fee Automations for Temporary Liquor License
77	Automation: Prevent or automate record close status with State License Info (Annual)
79	Expression to require number of rows to be added in Operation Details list
80	Expression to require number of rows to be added in Server Details list
81	Batch Scripts: License Records, About to Expire
82	Annual Application/Renewal Records – Fee Automation and License Record Create/Update
83	Batch: Annual Application/Renewal Records – remaining balance paid within 6 months
84	Automation: PRA Updates to Suspended – Fees Due if balance due is zero
85	Automation: Conditional Document Requirements
86	Expressions: Custom Field HSR and Message text for Liquor License records
91	Notification Templates -- update or add new for use in Liquor Licensing records
93	Supplemental Application/Renewal Records – Fee Automation and License Record Create/Update
94	Automation: Prevent or automate Issued status with State License Info (Temporary Liquor)
97	Batch Scripts: License records, expired
101	Pageflow/Expression: Legal Business Change field
102	Pageflow/Expression: License Class Change field
103	Licenses: Liquor record types, Custom Field Expressions
105	Automation: For Annual and Supplemental types, require at least 1 row to be entered in Business Owners custom list

Deliverable 3 - Report Configurations and Modifications

ID	Title
87	Report: Temporary Liquor License Letter Report
88	Report: Liquor License Certificate
89	Report: Application Form Report for Temporary Liquor License
90	Report: Application Form Report for Annual and Supplemental
98	Report: Application Summary Reports based on Application Forms

GENERAL ASSUMPTIONS

1. Byrne may utilize "Microsoft Teams" or other conferencing software for discovery and review meetings. Onsite meetings may also be used when applicable. See Expenses section for more information.
2. Remote and local access to Customer environment is available to Byrne personnel. This will include sufficient security privileges to perform services as required.
3. All changes will be approved by Customer prior to development.
4. The estimates are for Byrne resources only and do not include Customer or third-party resources.
5. A formal change control process will be used to control cost and project scope.
6. No additional work or features are implied unless specifically stated in this SOW.
7. Byrne is not responsible for delays caused by the Customer or any 3rd party schedule.
8. The exact timing and duration of the project will be determined when a signature approval of the project is given.
9. All necessary Customer resources will be available to Byrne Software.

Acceptance of all Byrne deliverables shall occur within 14 days after delivery of the work performed and will be considered accepted after that time.

EXPENSES

All expenses related to this SOW must be coordinated with and approved by the Customer in advance. Any approved expenses incurred shall be billed to the Customer. No expenses are included as part of this SOW.

PROJECT MANAGEMENT AND TIMELINE

Upon execution of this SOW, the parties will collaborate to determine a start date for Services to be rendered. Upon initiation of these Services, the assigned resources will work with the Customer to collaboratively define a high level, baseline project schedule. Byrne Software will use the baseline project schedule to plan and schedule resource availability to complete the defined scope.

Given the fact that project schedules are working documents that change over the course of the project, Byrne Software will work closely with the Customer to update, monitor, agree, and communicate any modifications. Changes to the baseline project schedule may result in a change in resource availability.

The estimated fees for this SOW are predicted on the timely completion of project deliverables. If there is a change in scope to the project or completion of deliverables slip due to actions of Customer, and should this slippage result in material effort to Byrne in addition to the amount specified in the Deliverables section of this document, Byrne will produce a Change Order for additional hours in support of the scope and deliverables contained herein. Any Change

Order will need to be approved by both Customer and Byrne and be approved within three business days of delivery to avoid a halt of work on the engagement.

CHANGE CONTROL

To help contain the cost associated with the development of software, Byrne will utilize change control management using a "Change Order" document. This process estimates the impact on the project if Customer requests changes to requirements after the design has been finalized. This procedure also helps Byrne advise customers of adjustments to the schedule and/or the total cost for changes and authorizes Byrne to proceed on approved changes.

Byrne shall continue performing the Professional Services in accordance with the SOW until the parties agree in writing on the change in scope of work, scheduling, and fees. Any Change Order shall be agreed to by the parties in writing prior to implementation of the Change Order. If Byrne's effort changes due to changes in timing, roles, responsibilities, assumptions, scope, etc. or if additional support hours are required, a Change Order will be created that details these changes and impacts to the project cost and schedule (if any). Any change order shall be signed by Byrne and Customer prior to commencing any activities defined in the Change Order. Rates applied to the Change Order will be documented in the Deliverables section of the Change Order.

To initiate a change order, the Customer will submit a written request to Byrne specifying the proposed changes in detail. Byrne will submit a "Change Order" document to the Customer that includes an estimate of charges and anticipated changes to the delivery schedule that may result from the proposed changes. The Change Order Template is attached hereto as Appendix D.

Our Change Order document will itemize the requested changes, noting each item's priority, cost, and schedule impact. Using this document, Customer may determine what changes are truly necessary to meet their business needs and stay within the acceptable budget and schedule.

When the scope of the change has been finalized, Byrne will issue a Change Order, listing the final change items, budget, and schedule impact. When the Change Order has been approved and signed, Byrne will add the additional tasks to the schedule. Change Orders need to be approved within three business days of delivery to avoid a halt in work on the engagement.

PROJECT PUT ON HOLD

It is understood that sometimes Customer priorities are revised requiring the Customer to place the Project on hold. The Customer must send a formal written request to Byrne to put the project on hold. A project can be on hold for up to 60 days without invoking the termination clause. After that time, Byrne can choose to cancel the rest of the SOW. To finish the project, a new Statement of Work at new pricing will be required.

When a project is put on hold, at minimum, Byrne will need to draft a Change Order to keep some of the Byrne project manager's time engaged to monitor progress and to resource the project once it comes off hold. Other Change Order items may be needed because of the delay. When a project goes on hold, project resources will be re-deployed, and Byrne will need a forty-five (45) calendar day notice to re-staff the project. Resumption of the project will be dependent upon Byrne resourcing timelines.

Should the Customer become non-responsive to Byrne communications for a term of 30 calendar days regarding continuance of the project work, Byrne can choose to cancel the remainder of the SOW. To finish the project will

require a new Statement of Work at new pricing at the current rates. Customer will pay all outstanding invoices and any monies due based on the terms described in the Statement of Work if the SOW is cancelled.

CONFIDENTIAL INFORMATION

Byrne recognizes and acknowledges that it may receive access to certain proprietary and confidential business information of the Customer, which the Customer expressly identifies as Confidential or is not known to be in the public domain, such as, customer lists, marketing strategies and methods, software, and planning strategies ("Confidential Information"). Byrne will not, during or after the term of this Agreement for so long as such information shall be confidential, use or disclose to any third person for any reason any Confidential Information and will not disclose or make available to any third person, firm, or corporation any reports, recommendations and/or work product which Byrne produces for Customer.

BILLING AND PAYMENT TERMS

All services are provided on fixed cost basis plus any out-of-pocket expenses, unless documented in this SoW or subsequent Change Orders applied to this project. Byrne will bill by deliverable as deliverables are completed. The billing terms are Net 30; a 1.5% penalty per month will be assessed for any late payments. The Project Rate specified in the Deliverables section of this document will be used throughout the project.

EXPIRATION

The scope and terms of this SOW must be executed as part of the Customer Services Agreement within sixty (60) calendar days of the date of this SOW. If the SOW is not executed, then the current scope and terms can be renegotiated.

INTELLECTUAL PROPERTY RIGHTS

All applicable intellectual property rights in and to products, materials, equipment, deliverables, or services that are developed by Byrne Software pursuant to this SOW are the property of the Customer. Byrne hereby assigns all such Intellectual property Rights to the Customer. Not withstanding any pre-existing materials, expertise, knowledge, or intellectual property that Byrne provides for this SOW, which will remain the sole property of Byrne. Byrne grants the Customer a perpetual, irrevocable, non-exclusive, royalty free license solely to the extent it is incorporated into and necessary for Byrne's Pre-Existing Intellectual Property that is incorporated in the products, materials, equipment, deliverables, or services that are purchased through this SOW and for no other purpose.

REPRESENTATIONS AND WARRANTIES

Byrne represents and warrants to Customer that the services under this engagement shall be performed in a good and workmanlike, professional, and timely manner consistent with customary industry practice.

TERMINATION OF CONVENIENCE

The customer may terminate this agreement for any reason provided Byrne is given thirty (30) days advance written notice. All compensation due to Byrne as of the termination date will be reimbursed by the Customer based on the Billing and Payment Schedule which includes time worked and not billed.

NON-SOLICITATION OF BYRNE EMPLOYEES

During the term of this engagement and for a period of one (1) year after termination of this Agreement, the Customer, shall not hire or contract with, directly or indirectly, in any capacity, a Byrne employee who performed services to the Customer, or any person, firm, corporation, partnership, association or entity employing or affiliated with such Byrne employee, to perform any services of any kind whatsoever for the Customer.

INDEMNIFICATION AND LIABIITY

In the event that Byrne agrees to perform services on Customer's property, Byrne agrees to take all reasonable precautions to ensure the safety of its employees, agents, and subcontractors while performing services on the Customer's property. The Customer shall indemnify, defend, and hold harmless Byrne, its employees, agents, and subcontractors from and against any and all claims, losses, damages, or expenses (including reasonable attorney's fees) arising from or in connection with:

1. **Damage to Property**: Any damage to the Customer's property, except to the extent caused by the negligence or willful misconduct of Byrne or its employees.
2. **Injury to Persons**: Any injury to persons (including Byrne's employees) occurring on the Customer's property, except to the extent caused by the negligence or willful misconduct of Byrne.
3. **Third-Party Claims**: Any claims, demands, or actions brought by third parties related to Byrne's performance under this agreement, except those arising from Byrne's own negligence or willful misconduct.

Regardless of where Byrne performs its services, Byrne shall not be liable for any indirect, consequential, special, or punitive damages, including but not limited to loss of business, loss of data, or damage to reputation, arising out of or in connection with the services provided under this agreement.

MASTER SERVICES AGREEMENT

This SOW may be subject to a separately executed Master Services Agreement between the Parties. In the event there is a Master Services Agreement and in the event of any conflict between the terms of this SOW and the terms of the Master Services Agreement, the terms of this SOW shall prevail provided that the applicable section of the Master Services Agreement is expressly referenced herein. Any capitalized term used but not defined in this SOW shall have the meaning ascribed to it in the Master Services Agreement. In the event there is no Master Services Agreement between the parties, this SOW shall constitute the entire agreement between Byrne and the Customer with respect to the subject matter herein and supersedes all prior or contemporaneous agreements, understandings, representations, or discussions, whether verbal or written, relating to such subject matter.

SIGNATURES

Byrne Software Technologies, Inc. thanks you for the opportunity to submit this Statement of work to the Customer. Please contact me if you have any questions.

Amber Digenan | Vice President | and@byrnesoftware.com| *636-534-6146*

Accepted By: City of Crystal Lake, IL	**Accepted By:** Byrne Software Technologies, Inc.
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

City of Crystal Lake, IL

ACCELA GENERAL SUPPORT
STATEMENT OF WORK (SoW)

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REVISION LOG

This log provides a synopsis of revisions made to this document.

Version	Date	Author	Description
1	5/29/2025	Amber Digenan	Initial Draft

PURPOSE

The purpose of this SoW is to document Byrne Software Technologies, Inc. (Byrne) activities requested by City of Crystal Lake, IL (Customer) to provide general support for the Accela SaaS software.

LOCATION OF SERVICES AND KEY CONTACT

Services contracted under this SoW may be performed remotely and/or at the Customer's on-site facilities as deemed appropriate and reasonable for the successful completion of the Services detailed herein.
Please indicate below the primary Customer location which will benefit from the services covered under this SoW.

Work Location:	City of Crystal Lake, IL Community Development Department 100 W. Woodstock St. Crystal Lake, IL 60014 All work to be performed remotely

Please indicate below the key Customer contact that will be responsible for Project Management:

Name	Laurrie Fitzgerald
Title:	Support Services Coordinator
Phone Numbers:	815-356-3605
Email:	lfitzgerald@crystallake.org

COST ESTIMATE

The Project Base Rate will apply to all tasks and Change Orders up to 1 year from signature approvals dates unless specified in the deliverables outlined herein. Change Orders initiated beyond 1 year of signature and New Projects may be billed at the then current rates.

Project Base Rate / Hour:	$135

Deliverable Number	Deliverable Description	Estimated Hours	Rate	Cost
001	Accela General Support Services	125	$135	$16,875
Totals				

WORK BREAKDOWN

Byrne Software to provide support services for the City of Crystal Lake, IL for the Accela Platform software to include:

- Configuration
- Scripting
- Troubleshooting
- Staff Training

GENERAL ASSUMPTIONS

1. Byrne may utilize "Microsoft Teams" or other conferencing software for discovery and review meetings. Onsite meetings may also be used when applicable. See Expenses section for more information.
2. Remote and local access to Customer environment is available to Byrne personnel. This will include sufficient security privileges to perform services as required.
3. All changes will be approved by Customer prior to development.
4. The estimates are for Byrne resources only and do not include Customer or third-party resources.
5. A formal change control process will be used to control cost and project scope.
6. No additional work or features are implied unless specifically stated in this SOW.
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CHANGE CONTROL

To help contain the cost associated with the development of software, Byrne will utilize change control management using a "Change Order" document. This process estimates the impact on the project if Customer requests changes to requirements after the design has been finalized. This procedure also helps Byrne advise customers of adjustments to the schedule and/or the total cost for changes and authorizes Byrne to proceed on approved changes.

Byrne shall continue performing the Professional Services in accordance with the SOW until the parties agree in writing on the change in scope of work, scheduling, and fees. Any Change Order shall be agreed to by the parties in writing prior to implementation of the Change Order. If Byrne's effort changes due to changes in timing, roles, responsibilities, assumptions, scope, etc. or if additional support hours are required, a Change Order will be created that details these changes and impacts to the project cost and schedule (if any). Any change order shall be signed by Byrne and Customer prior to commencing any activities defined in the Change Order. Rates applied to the Change Order will be documented in the Deliverables section of the Change Order.

To initiate a change order, the Customer will submit a written request to Byrne specifying the proposed changes in detail. Byrne will submit a "Change Order" document to the Customer that includes an estimate of charges and anticipated changes to the delivery schedule that may result from the proposed changes. The Change Order Template is attached hereto as Appendix D.

Our Change Order document will itemize the requested changes, noting each item's priority, cost, and schedule impact. Using this document, Customer may determine what changes are truly necessary to meet their business needs and stay within the acceptable budget and schedule.

When the scope of the change has been finalized, Byrne will issue a Change Order, listing the final change items, budget, and schedule impact. When the Change Order has been approved and signed, Byrne will add the additional tasks to the schedule. Change Orders need to be approved within three business days of delivery to avoid a halt in work on the engagement.

PROJECT PUT ON HOLD

It is understood that sometimes Customer priorities are revised requiring the Customer to place the Project on hold. The Customer must send a formal written request to Byrne to put the project on hold. A project can be on hold for up to 60 days without invoking the termination clause. After that time, Byrne can choose to cancel the rest of the SOW. To finish the project, a new Statement of Work at new pricing will be required.

When a project is put on hold, at minimum, Byrne will need to draft a Change Order to keep some of the Byrne project manager's time engaged to monitor progress and to resource the project once it comes off hold. Other Change Order items may be needed because of the delay. When a project goes on hold, project resources will be re-deployed, and Byrne will need a forty-five (45) calendar day notice to re-staff the project. Resumption of the project will be dependent upon Byrne resourcing timelines.

Should the Customer become non-responsive to Byrne communications for a term of 30 calendar days regarding continuance of the project work, Byrne can choose to cancel the remainder of the SOW. To finish the project will require a new Statement of Work at new pricing at the current rates. Customer will pay all outstanding invoices and any monies due based on the terms described in the Statement of Work if the SOW is cancelled.

CONFIDENTIAL INFORMATION

Byrne recognizes and acknowledges that it may receive access to certain proprietary and confidential business information of the Customer, which the Customer expressly identifies as Confidential or is not known to be in the public domain, such as, customer lists, marketing strategies and methods, software, and planning strategies ("Confidential Information"). Byrne will not, during or after the term of this Agreement for so long as such information shall be confidential, use or disclose to any third person for any reason any Confidential Information and will not disclose or make available to any third person, firm, or corporation any reports, recommendations and/or work product which Byrne produces for Customer.

BILLING AND PAYMENT TERMS

All services are provided on a time and material basis plus any out-of-pocket expenses, unless documented in this SoW or subsequent Change Orders applied to this project. Estimates given are not considered as a fixed bid unless specifically stated as such, in writing, by Byrne. Customer will only be charged for the time worked on the project; if additional hours are required, a Change Order must be first approved by Customer. Byrne bills weekly for services provided the previous week. The billing terms are Net 30; a 1.5% penalty per month will be assessed for any late payments. The Project Rate specified in the Deliverables section of this document will be used throughout the project.

EXPIRATION

The scope and terms of this SOW must be executed as part of the Customer Services Agreement within sixty (60) calendar days of the date of this SOW. If the SOW is not executed, then the current scope and terms can be renegotiated.

INTELLECTUAL PROPERTY RIGHTS

All applicable intellectual property rights in and to products, materials, equipment, deliverables, or services that are developed by Byrne Software pursuant to this SOW are the property of the Customer. Byrne hereby assigns all such Intellectual property Rights to the Customer. Not withstanding any pre-existing materials, expertise, knowledge, or intellectual property that Byrne provides for this SOW, which will remain the sole property of Byrne. Byrne grants the Customer a perpetual, irrevocable, non-exclusive, royalty free license solely to the extent it is incorporated into and necessary for Byrne's Pre-Existing Intellectual Property that is incorporated in the products, materials, equipment, deliverables, or services that are purchased through this SOW and for no other purpose.

REPRESENTATIONS AND WARRANTIES

Byrne represents and warrants to Customer that the services under this engagement shall be performed in a good and workmanlike, professional, and timely manner consistent with customary industry practice.

TERMINATION OF CONVENIENCE

The customer may terminate this agreement for any reason provided Byrne is given thirty (30) days advance written notice. All compensation due to Byrne as of the termination date will be reimbursed by the Customer based on the Billing and Payment Schedule which includes time worked and not billed.

NON-SOLICITATION OF BYRNE EMPLOYEES

During the term of this engagement and for a period of one (1) year after termination of this Agreement, the Customer, shall not hire or contract with, directly or indirectly, in any capacity, a Byrne employee who performed services to the Customer, or any person, firm, corporation, partnership, association or entity employing or affiliated with such Byrne employee, to perform any services of any kind whatsoever for the Customer.

INDEMNIFICATION AND LIABIITY

In the event that Byrne agrees to perform services on Customer's property, Byrne agrees to take all reasonable precautions to ensure the safety of its employees, agents, and subcontractors while performing services on the Customer's property. The Customer shall indemnify, defend, and hold harmless Byrne, its employees, agents, and subcontractors from and against any and all claims, losses, damages, or expenses (including reasonable attorney's fees) arising from or in connection with:

1. **Damage to Property**: Any damage to the Customer's property, except to the extent caused by the negligence or willful misconduct of Byrne or its employees.
2. **Injury to Persons**: Any injury to persons (including Byrne's employees) occurring on the Customer's property, except to the extent caused by the negligence or willful misconduct of Byrne.
3. **Third-Party Claims**: Any claims, demands, or actions brought by third parties related to Byrne's performance under this agreement, except those arising from Byrne's own negligence or willful misconduct.

Regardless of where Byrne performs its services, Byrne shall not be liable for any indirect, consequential, special, or punitive damages, including but not limited to loss of business, loss of data, or damage to reputation, arising out of or in connection with the services provided under this agreement.

MASTER SERVICES AGREEMENT

This SOW may be subject to a separately executed Master Services Agreement between the Parties. In the event there is a Master Services Agreement and in the event of any conflict between the terms of this SOW and the terms of the Master Services Agreement, the terms of this SOW shall prevail provided that the applicable section of the Master Services Agreement is expressly referenced herein. Any capitalized term used but not defined in this SOW shall have the meaning ascribed to it in the Master Services Agreement. In the event there is no Master Services Agreement between the parties, this SOW shall constitute the entire agreement between Byrne and the Customer with respect to the subject matter herein and supersedes all prior or contemporaneous agreements, understandings, representations, or discussions, whether verbal or written, relating to such subject matter.

SIGNATURES

Byrne Software Technologies, Inc. thanks you for the opportunity to submit this Statement of work to the Customer. Please contact me if you have any questions.

Amber Digenan | Vice President | and@byrnesoftware.com| *636-534-6146*

Accepted By: City of Crystal Lake, IL	**Accepted By:** Byrne Software Technologies, Inc.
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

Agenda Item No: 22

City Council
Agenda Supplement

Meeting Date: June 17, 2025

Item: 2025-2028 Collective Bargaining Agreement between the City of Crystal Lake and the Metropolitan Alliance of Police, Crystal Lake Chapter #177

Staff Recommendation: Motion to Adopt a Resolution Authorizing the City Manager to Execute the 2025-2028 Collective Bargaining Agreement between the City of Crystal Lake and the Metropolitan Alliance of Police, Crystal Lake Chapter #177

Staff Contact: Jim Black, Chief of Police
Julie Meyer, Director of Human Resources

Background:

We are pleased to present to the Mayor and City Council a new collective bargaining agreement between the City of Crystal Lake and the Metropolitan Alliance of Police, Crystal Lake Chapter #177. Six negotiation sessions were held between the parties over the past two months. The end result provides minimal changes and a compensation plan increase of 4%, 3.5%, and 3.25% for each of the respective three years of the agreement. This contract was ratified by a majority vote of the union members.

Votes Required to Pass:

Simple Majority.

Res. 25R-

The City of Crystal Lake Illinois

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is authorized to execute the 2025-2028 Collective Bargaining Agreement between the City of Crystal Lake and the Metropolitan Alliance of Police, Crystal Lake Chapter #177.

Dated this 17th day of June, 2025.

CITY OF CRYSTAL LAKE, an Illinois municipal corporation

BY: _____
Haig Haleblian, MAYOR

ATTEST:

_____
CITY CLERK

Passed: June 17, 2025
Approved: June 17, 2025

Draft

AGREEMENT

BETWEEN

CITY OF CRYSTAL LAKE

AND

METROPOLITAN ALLIANCE OF POLICE,
CRYSTAL LAKE POLICE CHAPTER #177

~~**May 1, 2022-April 30, 2025**~~**May 1, 2025-April 30, 2028**

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AGREEMENT

BETWEEN

CITY OF CRYSTAL LAKE

AND

METROPOLITAN ALLIANCE OF POLICE,

CRYSTAL LAKE POLICE CHAPTER #177

PREAMBLE

THIS AGREEMENT entered into by the CITY OF CRYSTAL LAKE, ILLINOIS (hereinafter referred to as the "City" or the "Employer") and the METROPOLITAN ALLIANCE OF POLICE, CRYSTAL LAKE POLICE CHAPTER #177 (hereinafter referred to as the "Chapter") is in recognition of the Chapter's status as the representative of certain of the City's full-time sworn peace officers (hereinafter referred to as "officers" or "employees") and has as its basic purpose the promotion of harmonious relations between the City and the Chapter, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of an entire agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit employees. Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the City and the Chapter do mutually promise and agree as follows:

ARTICLE I
RECOGNITION

Section 1.1. Recognition. Pursuant to an election and certification by the Illinois State Labor Relations Board in Case No. S-RC-95-35, the City recognizes the Chapter as the exclusive bargaining agent for all full-time sworn police officers below the rank of sergeant employed within the City's Police Department, but excluding all part-time police officers, and all sworn police

officers with the rank of sergeant who are excluded as supervisors under the Illinois Public Labor Relations Act, and above, and all other employees of the City of Crystal Lake, Illinois.

Section 1.2. Probationary Period. The probationary period for bargaining unit members hired on or after the effective date of this Agreement shall be fifteen (15) months of actual work as a Crystal Lake police officer, from the date of successful police academy completion or from the date of appointment for an experienced officer not requiring academy attendance. During the probationary period, an officer is subject to discipline, including discharge, without cause and with no recourse to the grievance procedure or to any other forum. It is further agreed that probationary employees shall be entitled to all other rights, privileges and benefits conferred by this Agreement except as previously stated or otherwise provided in this Agreement

Section 1.3. Fair Representation. The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Chapter. The Chapter agrees to indemnify and hold harmless the City for any reasonable damages, costs or attorneys' fees incurred by the City as a result of any legal action asserting that the Chapter has violated its duty of fair representation.

Section 1.4. Gender. Whenever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

Section 1.5. Immediate Family Definition. The immediate family shall be defined to include the employee's spouse, parties to a certified civil union, children, siblings, parents, grandparents, and the employee's spouse's parents (this includes relationships of "great," "half," and "step").

Section 1.6. Chapter Officers. For purposes of this Agreement, the term "Chapter officers" shall refer to the Chapter's duly elected President, Vice President, Secretary and Treasurer.

Section 1.7. Residency. All bargaining unit members are required to live within a 40 nautical mile radius of the Municipal Complex upon completion of the probationary period. This requirement is in place in order to provide efficient and effective response to emergency situations. Employees who do not meet this requirement may be subject to discipline up to and including termination of employment.

ARTICLE II
UNION SECURITY

Section 2.1. Dues Checkoff. While this Agreement is in effect, the City will deduct from each employee's paycheck once each month the uniform, regular monthly Chapter dues for each employee in the bargaining unit who has filed with the City a lawful, voluntary, effective checkoff authorization form so long as there exists on the employee's existing paycheck stub room for such deduction. The City will honor all executed checkoff authorization forms received not later than ten (10) working days prior to the next deduction date and such authorization forms shall remain in effect until revoked. If a conflict exists between the checkoff authorization form and this Article, the terms of this Article and Agreement control.

Total deductions collected for each calendar month shall be remitted by the City to an address provided by the Chapter together with a list of employees for whom deductions have been made not later than the tenth (10th) of the following month. The Chapter agrees to refund to the employee(s) any amounts paid to the Chapter in error on account of this dues deduction provision.

A Chapter member desiring to revoke the dues checkoff may do so at any time by providing written notice to the City with a copy to the Chapter. Dues shall be withheld and remitted to the Chapter unless or until such time as the City receives a notice of revocation of dues checkoff from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings

after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Chapter, and this action will discharge the City's only responsibility with regard to such cases. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article XXIV of this Agreement (No Strike/No Lockout).

The actual dues amount to be deducted shall be certified to the City by the Chapter, and shall be uniform in dollar amount for each employee in order to ease the Employer's burden of administering this provision. The Chapter may change the fixed uniform dollar amount that will be the regular monthly dues once each calendar year during the life of this Agreement. The Chapter will give the City forty-five (45) days' notice of any such change in the amount of uniform dues to be deducted.

Section 2.2. Chapter Indemnification. The Chapter shall indemnify, defend and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs for counsel selected or approved by the Chapter that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Chapter shall refund directly to the employee(s) any such amount. The foregoing indemnification clause shall not require the Chapter to indemnify or hold the City harmless in the event the City initiates a cause of action against the Chapter, unless the City initiates such an action in response to a claim or cause of action initiated by another party.

Section 2.3. Bulletin Board. The City shall provide the Chapter with a designated space (2' x 2') for a Union-provided locked bulletin board upon which the Chapter may post its official notices of a non-inflammatory, non-political nature. Prior to posting any materials on the bulletin board, the Chapter shall provide a copy of the posting to the Chief of Police or his designee. The

Chapter will limit the posting of Chapter notices to said bulletin board. The only keys to the locked bulletin board shall be kept by the Union President and the Chief of Police or his designee.

Section 2.4. Labor-Management Meetings. The Union and the City agree that, in the interest of efficient management and harmonious employee relations, labor-management meetings will be held if mutually agreed or at least quarterly between no fewer than three (3) Union representatives and three (3) responsible administrative representatives of the City. Such meetings may be requested by either party by contacting the other party for a "labor-management conference" and by providing, if possible, the specific agenda for such conference. Such conferences, times and locations mutually agreed upon, shall be limited to:

- discussion of the implementation and general administration of this Agreement;
- a sharing of general information of interest to the parties;
- safety issues
- other issues of concern.

It is expressly understood and agreed that such conferences shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management conferences," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such conferences unless mutually agreed to otherwise.

Attendance at labor-management conferences shall be voluntary on the employee's part. Attendance at such conferences shall not interfere with required duty time and attendance, if during duty time, attendance is permitted only upon prior approval of the Police Chief or his designee and the employee's supervisor. The City in its sole discretion shall determine its representatives at such meetings.

Section 2.5 Union Communications. If and when such technology becomes available through the Information Technology Department of the City of Crystal Lake, the Union may have access to an "electronic bulletin board" to be used in the same fashion as a regular bulletin board (see section 2.4 above). Just as with the bulletin board, prior to posting any materials on the electronic bulletin board, the Chapter shall provide a copy of the posting to the Chief of Police or his designee. The Chapter will limit the posting of Chapter notices to said electronic and standard bulletin board.

ARTICLE III
MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to transfer and reassign employees; to establish specialty positions; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; or make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate, promote or demote employees; to establish performance standards for employees; to discipline, suspend and discharge non-probationary employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training; to determine equipment to be used and uniforms to be worn; to determine work hours, shifts and shift

hours; to determine internal investigation procedures; to do all things expressly granted and reserved to the City under Illinois statutes; to take any and all actions as may be necessary to carry out the mission of the City and the Police Department in the event of civil emergency as may be declared by the Mayor or City Manager or their authorized designees, or otherwise. In the event of any such emergency action, which may include but is not limited to: riots, civil disorders, tornado conditions, floods or other catastrophes or financial emergencies, the provisions of this Agreement may be suspended, if necessary, provided that all provisions of the Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist.

ARTICLE IV
SENIORITY

Section 4.1. Definition of Seniority. Seniority shall be defined as an employee's length of continuous full-time service as a sworn police officer with the City since his last date of hire, excluding any unpaid break in service as defined in Section 4.4 of this Section, or temporary service.

If required by law, time spent in the armed forces on military leave of absence and authorized leave not to exceed thirty (30) days and time lost due to a duty related disability shall be included.

Section 4.2. Conflict Due to Date of Hire. Should more than one employee have the same date of hire, seniority of the employees involved shall be resolved based on the order of their names on the eligibility list from which they were hired, with the employee whose name is higher on the list being the more senior.

Section 4.3. Seniority List. Within two (2) weeks of the effective date of this Agreement, and thereafter on or before December 31 of each year, the City will provide the Chapter, at the address designated by it, with a seniority list setting forth the order of seniority of each member of

the bargaining unit. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City, in writing, within fourteen (14) days after the receipt of the list by the Chapter, and the City may thereafter rely on such list as called for in this Agreement.

A current and up-to-date seniority list showing the names and length of service of each police officer shall be maintained for inspection by members and shall be updated.

Section 4.4. Non-Accrual of Seniority. Notwithstanding any other provision of this Agreement**,** an employee shall not accrue seniority when such employee: a) is on an unpaid disciplinary suspension in excess of thirty (30) days; or b) is on an approved unpaid medical leave of absence in excess of 84 calendar days, *i.e.,* seniority will cease to accrue on the 85th day.

Section 4.5. Termination of Seniority. An employee's seniority and the employment relationship shall be terminated for all purposes if the employee:

(a) quits;

(b) is discharged;

(c) retires or is retired;

(d) is absent for two (2) consecutive work days without notice and without just cause;

(e) falsifies the reason for a leave of absence;

(f) fails to return to work at the conclusion of an authorized leave of absence or vacation without just cause;

(g) if after being laid off, fails to report as required after having been recalled;

(h) has been laid off for a period of one (1) year.

Section 4.6. Purpose of Seniority. Employees shall be allowed preference according to seniority on all sections of this Agreement which specifically designate seniority as an accounting procedure.

Section 4.7. Reinstatement of Seniority. Full seniority rights shall be reinstated provided that any officer, who has a break in service of more than one year, must successfully complete a retraining program if prescribed and approved by the Chief of Police and at the City's expense and under the following conditions:

(a) A police officer is dismissed and later reinstated by a Court of competent jurisdiction.

(b) A police officer is separated due to a layoff or reduction in force and is later reinstated under conditions provided in the Illinois Revised Statutes.

ARTICLE V
HOURS OF WORK AND OVERTIME

Section 5.1. Application of Article. This Article is intended only as a basis of calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day, week, work period, shift or year.

Section 5.2. Permanent Shifts by Seniority. Officers assigned to the patrol division will bid for shift work by seniority, being the most senior officer gets first choice of his shift for the year and so on down the seniority list. Bids for shift work will be completed no later than October 31st of each year, so as the employees have at least thirty (30) days advanced notice of upcoming shift work.

Employees that are currently assigned to School Liaison Officer, North Central Narcotics Task Force, Traffic Units, Investigations, or any other specialty division that are assigned back to the patrol division, will be placed on the shift that the Chief of Police or his designee chose, until the aforementioned bid date arrives. The reassigned Officer will not have a less senior Officer change to another shift unless mutually agreed upon by both parties.

If an employee is assigned out of the patrol division creating a vacancy in a certain shift that an employee with the appropriate seniority could occupy, that employee retains the right to

request, in writing, a shift transfer based on seniority to the Chief of Police or his designee within seven (7) business days of receiving official notice of shift vacancy.

The Chief of Police or his designee also retains the sole discretion to assign officers holding specialty positions, as dictated by the operational needs of the police department and to reassign officers to a different shift when operational needs require such.

Both the Union and the Department agree that the permanent shift schedule may, from time to time, require adjustment. The Police Chief or his designee retains final authority to make such adjustments and to determine shift assignments as outlined above, provided that no adjustment shall be made without giving the Union the opportunity to review and comment.

Section 5.3. Normal Workweek and Workday. Except as provided elsewhere in this Agreement, the normal workweek shall be established by the City from time to time. The normal workday will consist of an eight (8) hour and fifteen (15) minute shift, including a thirty-minute (30) paid lunch break each day subject to emergency work duties. For those officers assigned to the 5-2, 5-3 work schedule rotation, the normal workday will consist of an eight (8) hour and thirty (30) minute shift, including a thirty-minute (30) paid lunch break each day subject to emergency work duties. For payroll purposes, base hours will be eighty (80) hours in a fourteen (14) day work period for officers assigned to the 5-2, 5-3 work schedule.

If an officer's lunch is seriously interrupted by emergency work duties, the officer is obligated to request that his supervisor allow him to take additional time off for lunch to account for his thirty (30) minute lunch period, work permitting. In addition, officers shall be allowed to take one fifteen (15) minute paid break each day with permission of their supervisor.

Section 5.4. Changes in Normal Workweek and Workday. The shifts, workdays and hours to which employees are regularly assigned shall be based upon the twenty-eight (28) day departmental work schedule. Should it be necessary in the interest of efficient operations to

establish regular work schedules departing from the normal workday or workweek, absent emergency, the City will where practicable give at least forty-eight (48) hours' notice of such change to the individuals affected by such change; temporary changes may be made without such notice.

Section 5.5. Overtime Pay and Overtime Scheduling. Employees shall be paid one and one half (1 ½) times their regular rate of pay for all hours worked beyond eight (8) hours in a normal work day or forty (40) hours in a seven (7) day work week as established by the Department. Under the 5-2, 5-3 work schedule, employees shall be paid one and one half (1 ½) times their regular rate of pay for all hours worked beyond eight hours and thirty (30) minutes in a normal work day or beyond all hours regularly scheduled in a fourteen (14) day work period as established by the Department.

Time paid but not worked (vacations, holidays, compensatory time off, personal business days, and sick time) shall be considered as hours worked for the purpose of calculating overtime pay.

Absent an operational necessity or exigent circumstances, as determined by the Police Chief or his designee, a patrol officer working a full patrol shift on his or her RDO will not be required to work the patrol shift immediately following the overtime shift.

Section 5.6. Compensatory Time. Compensatory time at a time and one half (1 ½) rate may be earned at such times and in such time blocks as are mutually agreed upon between the involved employee and the supervisor. If mutual agreement on compensatory time cannot be reached, the employee shall receive pay for overtime worked in accordance with the provisions of Section 5.5.

Employees may accumulate no more than eighty (80) hours of compensatory time during a calendar year. Each fiscal year an employee may request, in writing to the Chief, the pay out of up to forty (40) hours of his or her accrued compensatory time. Compensatory time off may only be taken in a minimum of one (1) hour increments, except upon approval of the Chief or his designee. However, for patrol officers assigned to the 5-2, 5-3 work schedule, compensatory time off may be used in half-hour increments in conjunction with other paid time off under this Agreement to allow for a full eight (8) hours and thirty (30) minutes of benefit pay where an employee otherwise would only receive eight hours of pay when taking leave under this Agreement. This benefit is only available for use with holiday pay if an employee requests to take a holiday as time off.

1. To the extent the City permits an officer to accrue compensatory time under this Section, an officer shall not be permitted to take such time off when it would cause a shift to drop below minimum staffing, as determined by the Chief of Police, except as otherwise provided in Paragraph 2, below. Unnecessary hire backs due to comp time use would be unduly burdensome to the Department, in light of operational needs and the impact on less senior officers.

2. Each officer may elect to use up to three (3) full days of earned compensatory time off each fiscal year regardless of manpower. For officers assigned to patrol, only one (1) officer per shift can choose to use this "unrestricted time" for the same scheduled workday and it cannot be used on a designated holiday, "blackout day" for training or any other major event. Requests may be made at least forty-eight (48) hours in advance of the selected date unless otherwise permitted. The City may, at its discretion, go one below the patrol shift minimum and not replace the officer using this day.

3. In the event the foregoing understanding regarding use of compensatory time off is determined unlawful under applicable federal law, this "unrestricted time" shall immediately become null and void.

4. Nothing shall be construed as a change to the accrual of compensatory time by mutual agreement, as provided in this Section.

Section 5.7. Court Time. Officers required to attend court on off-duty time shall be compensated with a minimum of three (3) hours straight time pay for such court appearance and necessary preparation. If court time immediately precedes or follows an employee's shift, the employee shall be compensated only for the actual time spent prior to, or after their regular shift, at the overtime rate of pay.

Section 5.8. Court Standby Time. If an employee is requested to be on standby by the Office of the State's Attorney or City Attorney for a possible court call(s) outside of his normal hours of work, the employee shall receive a total of two hours of compensatory time for each day the officer is on "court standby," provided that to be eligible to receive such standby compensation, the employee must immediately notify the Supervisor on duty of the name of the individual who placed him on such standby status. For purposes of this Section, compensatory time shall accrue and be paid out at the employee's straight-time hourly rate, not at a time and one half rate.

Section 5.9. Temporary Duty Trades. Subject to the approval of the Chief or his designee, which approval will not be unreasonably denied, officers shall be permitted to exchange duty shifts so long as:

(1) the exchange is made and repaid within the same ~~pay period~~calendar year and does not result in additional overtime compensation being paid to any of the officers involved in the shift exchange;

(2) the officer requesting the exchange provides the Chief or his designee with the reason for the request.

In the event the Chief of Police or the Chief's designee determines that abuses are occurring during the shift trade process, such as, but not limited to, the officer repaying the trade calls in sick creating a shift shortage, the Chief shall have the right to cancel and/or deny future trades involving the affected officers.

Section 5.10. Meetings. Any officer required to be at a departmental meeting during off hours shall be compensated for actual time attending said meeting with a minimum of one (1) hour of compensation with such hour paid at straight time or overtime under Section 5.5, Overtime Pay.

Section 5.11. Call-Back Pay. A call-back is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. Call-back hours actually worked shall be included in the Section 5.5 calculation for purposes of determining overtime payments, with a two-hour minimum, except that if the employee is called back to rectify his own error, the two (2) hour minimum guarantee shall not apply.

Section 5.12. Overtime Assignments. The Chief of Police or his designee(s) shall have the right to require overtime work and officers may not refuse overtime assignments. In those instances where it is necessary to hold an officer over from a prior shift or to call an officer in earlier on the next shift, the selection will be requested by seniority of the officers either present or scheduled to work the next shift. If no officer volunteers and it becomes necessary to order an officer to hold over or to report early, the selection of the officer or officers shall be done on the basis of reverse seniority on the shift. For purposes of this Section, a shift shall be defined as one of the three established patrol tours: days, afternoons, and midnights, regardless of the staggered starts within each individual shift.

When overtime opportunities arise, other than a hold over or an early call-in and where it will not adversely affect the job, officer safety and or unduly add to the time of making work

assignments, the Chief or his designee shall assign overtime on a reverse seniority basis among non-volunteering employees present and or available. Also specific individuals may be directed to perform specific overtime assignments and assignments can be made to minimize the adverse overtime impact on the City. When the overtime event is of a large-scale nature, including but not limited to events requiring the utilization of numerous officers from various shifts, the Chief of Police or his designee reserves the right to assign officers to overtime assignments without regard to seniority.

Section 5.13. **No Pyramiding.** Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

ARTICLE VI
VACATION

Section 6.1 Eligibility and Allowances. Employees shall start to earn vacation allowance as of their date of hire, but cannot use vacation time until after it is earned and until after the first six (6) months of employment, unless approved by the Chief of Police or the Chief's designee. ~~Effective May 1, 2022, v~~Vacation allowances shall be earned based on the following schedule:

Service	Days Per Year Earned On A Monthly Basis	Hours Per Year Earned On A Monthly Basis
Hire date through 5th year	12	96
After 5th year	17	136
After 9th year	20	160
After 12th year	23	184
After 16th year	25	200
After 20th year	28	224

*A newly hired lateral officer will receive 40 vacation hours to their vacation bank upon hire. If the lateral officer leaves employment for any reason within the first year of employment, any accrued balance granted on the first day of employment would not be eligible for payout and would be forfeited.

Section 6.2. Definition of Vacation. A "vacation" for purposes of this Agreement is defined as any time off period which is five (5) or more days long and during which five (5) or more benefit days are used (benefit days include paid vacation, holiday, compensatory or personal days off, but not paid sick days).

Section 6.3. Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation. Under the 5-2, 5-3 work schedule, use of vacation time shall result in a deduction of eight and one half (8 ½) hours of accrued vacation time.

Section 6.4. Scheduling. Employees shall select their vacation preference within their shift and/or unit in accordance with their seniority in their rank. Two employees per shift will be permitted on vacation at the same time. On or about November 1, the Chief of Police or his designee shall post a schedule for vacation during the upcoming calendar year. Included with this schedule will be a list of dates when extraordinary manpower requirements are anticipated; no vacation time will be approved for these dates. The employees shall then select their vacation preferences in the order of their rank and seniority within rank, with the most senior employee in rank having first choice, and so on until November 30th. Employees can schedule no less than one (1) week nor more than two (2) consecutive weeks of vacation at a time, except that greater or lesser amounts may be scheduled with the approval of the Chief of Police or his designee. Vacation time shall be taken in a minimum of one (1) hour increments.

The vacation period requested pursuant to this procedure shall be submitted to the Chief of Police or his designee for approval by December 1, and the requests shall be reviewed and, if necessary, modified by the Chief of Police and a vacation schedule posted on or before December 31st. Thereafter, vacation requests shall be handled on a first-requested, first-received basis,

subject to the overriding scheduling needs of the City, and nothing herein shall preclude an officer from requesting a 3rd consecutive week at that time. Vacations may be accrued in an amount not to exceed one and one half (1 ½) times the officer's annual accrual rate except if an officer is incapable of using such days because the officer is off work because of worker's compensation leave.

Section 6.5. City Emergency. In case of an emergency, such as but not limited to riot, civil disaster, presidential visit, extreme illness and the like, the City Manager and/or Police Chief, or their designee(s), may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and/or recall any employee from vacation in progress.

Section 6.6. Pay for Vacation Upon Separation. If an officer covered by this Agreement terminates or is separated from his employment with the Crystal Lake Police Department, he/she shall receive compensation for all accumulated but unused vacation time at the officer's current straight-time hourly rate of pay in a lump sum fashion within fourteen (14) days after separation or termination.

Section 6.7. Pay for Vacation Upon Death. The families of all officers covered by this Agreement who are killed in the line of duty or who otherwise die while employed by the City shall receive compensation for all vacation time accumulated but unused by that officer to the extent required by law at the officer's current straight-time hourly rate of pay in a lump sum fashion within fourteen (14) days of the officer's death.

ARTICLE VII
HOLIDAY AND PERSONAL BUSINESS TIME

Section 7.1. Holidays. The following ten (10) days are holidays with pay for all officers in the City service:

Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day & Day After
Christmas Eve
Christmas Day
New Year's Day
President's Day

Section 7.2. Holiday Pay. Officers scheduled to work on a holiday shall do so. Holiday pay for all officers, including patrol officers assigned to the 5-2, 5-3 work schedule, shall be paid on the following basis:

a. If an officer works on a holiday, compensation will be at the officer's straight time hourly rate of pay for each hour worked, plus eight (8) hours pay for the holiday. However, if an officer works on the City recognized and celebrated holidays of Thanksgiving Day, Christmas Eve , Christmas Day, New Year's Day and Independence Day, they will be paid at time and one half for hours worked on those specific days. For patrol officers assigned to the 5-2, 5-3 work schedule only, the term "holiday" as used in this Section 7.2 means the date of the actual holiday, not the date of the City's observance. In order to be eligible for the holiday pay benefit described in this Subsection a, the officer must work all of their scheduled work hours on the date of the holiday.

b. If a holiday falls on an officer's regularly scheduled day off, he will receive compensation equivalent to eight (8) hours at his straight time rate of pay in lieu of a day off.

c. An officer may request time off on a holiday subject to approval by the Chief of Police. If a holiday is taken as time off, the officer will be paid only the eight (8) hours for the holiday with no additional payment for any benefit time. However, patrol officers assigned to the 5-2, 5-3 work schedule may receive payment for one half hour of compensatory time off as set forth under Section 5.5 of this Agreement.

Section 7.3. Personal Business Time. All officers assigned to the 5-2, 5-3 patrol work schedule with one (1) full year of service will be given one (1) personal business day (8 hours) off with pay. Officers with one (1) full year of service and assigned to work any work schedule other than a patrol work schedule will be given three (3) personal business days (24 hours) off with pay. All personal benefit time must be used within the fiscal year in which it was received. If a patrol work schedule other than the 5-2, 5-3 patrol work schedule is implemented, members assigned to the patrol work schedule will no longer be entitled to any personal business time. Any officer hired after August 1, 2015 and assigned to any patrol work schedule, will not be eligible to receive personal business time.

If an officer is reassigned to a different schedule mid-year, the addition or deletion of personal business time shall be pro-rated based on the month in which the schedule change is effective. The use of personal business time must be approved by the Chief or his designee upon reasonable notice so the City may schedule without incurring overtime costs. Personal business time may be used in no less than one-half (1/2) hour increments. Unused personal business time cannot be carried over from year to year. Any personal business time not used in the fiscal year will be added to the employee's sick leave accrual.

Section 7.4. Floating Holiday Time. In addition to the holidays listed in Section 7.1, each bargaining unit employee will be granted four (4) hours of floating holiday time to be used during the course of the fiscal year. This floating holiday time must be granted with prior approval of the Chief or his designee. Floating holiday time may be used in no less than four (4) hour increments. Unused floating holiday time shall be converted to sick leave if not used by the end of the fiscal year.

ARTICLE VIII
LEAVE OF ABSENCE

Section 8.1. Discretionary Leaves. The City may grant a leave of absence under this Article to any bargaining unit employee where the Police Chief and City Manager determine there is good and sufficient reason. The Chief and City Manager shall set the terms and conditions of the leave, including whether or not the leave is to be with pay.

Section 8.2. Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by the Chief of Police and it shall be in writing.

Section 8.3. Jury Duty. An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time that he is required to be away from work and during which he would have otherwise been scheduled to work. An employee shall immediately notify the Police Chief or his designee if he is required to report for jury duty. If an employee is compensated by the City for performing jury duty, such employee must sign over to the City any check received for performance of such jury duty.

Section 8.4. Leave for Illness, Injury or Disability. (a) In the event an employee is unable to work by reason of illness, injury or disability (including those compensable under workers' compensation), the City may grant a leave of absence without pay during which time seniority shall not accrue to the extent permitted by law except that for a work-related injury compensable under workers' compensation, an employee shall accrue seniority for the first twelve (12) months of leave if so required by law.

(b) To qualify for such leave, the employee must report the illness, injury or disability as soon as the illness, injury or disability is known, and thereafter furnish to the Police Chief or his designee a physician's written statement showing the nature of the illness or injury or state of disability and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report.

Section 8.5. Benefits While on Leave. (a) Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Upon the employee's return, the City will place the employee in his or her previous job, if the job is vacant; if the job is not vacant, the employee will be placed in the first available opening in his classification or in a lower-rated classification according to the employee's seniority, where skill and ability to perform the work without additional training is equal.

(b) If, upon expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.

(c) During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent ~~provided~~ permitted in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, and any additional surcharges as allowed by law, including the amount of premium previously paid by the City.

Section 8.6. Family and Medical Leave Act. The parties agree that the City may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Act in order to be in compliance with the Family and Medical Leave Act so long as it does not diminish or alter any current statutory benefit.

Section 8.7. Alternate Duty. Per the City of Crystal Lake policy on Alternate Duty, employees who are recuperating from an illness or injury and unable to assume the responsibilities of their regular positions but are able to perform some duties on a restricted basis, may be required to return to work. Department Directors and supervisors will determine if any work is available based upon the restrictions set by the employee's physician. If there is work available, either on a full-time or part-time basis, and the department director wants the employee to perform this work, the employee will be required to perform those duties. The length of time of the ~~restricted~~ alternate duties will not exceed the earliest of the following:

(1) The time limit for restricted work set by the employee's physician;

(2) The length of time to complete the available work; or

(3) Three (3) months; except this time may be extended at the absolute discretion of the Chief and the City Manager.

There is no guarantee that work will be available for employees on ~~restricted duties~~alternate duty. The decision for ~~restricted~~ alternate duty work depends solely upon the work being available, the decision of the department director, and the employee's ability to do the work. Preference will be given to employees recuperating from work related illnesses or injuries.

Section 8.8. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may be subject to immediate discipline.

Section 8.9. Military Leave. Employees required to fulfill a military obligation for training will be granted a leave of absence. Employees with accrued vacation, compensatory time or personal business may use these accrued benefits during their military leave, otherwise, the leave is unpaid. All Military Leave situations will be handled in accordance with applicable state and federal laws.

Section 8.10. Bereavement Leave. The Chief or his designee shall grant leave with pay for funerals and wakes in the immediate family. The immediate family shall be defined to include the employee's spouse, children (including step-children), parents, spouse's parents, grandparents, siblings, grandparent-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, and those persons residing in the employee's household (residence) at time of death. The maximum funeral leave shall be three (3) days. This may be paid as regular time. Should a death occur outside of the immediate family, the employee may request and per the Chief or his designee, be authorized to use as appropriate vacation, compensatory or personal leave.

ARTICLE IX
SICK LEAVE

Section 9.1. Purpose. Sick leave shall be used for the purpose for which it was intended, that being to provide an officer protection against a full day's loss of pay due to a non-work related

illness or injury of the officer or in the officer's immediate family (as defined in Section 1.5). Sick leave may not be converted into any other form of compensation, except upon separation from employment in good standing and as provided below. Sick leave shall be taken in a minimum of one (1) hour increments. Under the 5-2, 5-3 work schedule, use of a full day's sick leave will result in a deduction of eight and one half (8 ½) hours of accrued paid time off. In addition to employee illness, sick leave may be used for medical or dental appointments, illness and the birth of a male employee's child or for the adoption of a male or female employee's child, but not to exceed three (3) days sick leave usage.

Section 9.2. Sick Days Earned. Sick leave will be computed on the basis of 8 hours earned on the first day of each month for a total of 96 hours per year. Sick leave may be accumulated to a maximum of 240 days (1920 hours). If employment begins on or before the tenth day of the month, credit for the month will be allowed. If employment begins after the tenth day of the month, the employee will begin earning credit the first day of the following month. New hires may use sick leave, when necessary, after the first credit for sick leave is accrued.

Section 9.3. Request for Sick Leave. Employees requesting sick leave must call their supervisor or an on-duty supervisor as soon as possible, but not less than one (1) hour prior to the start of the scheduled work day. Any employee may be required to substantiate proof of illness where there is reason to suspect sick leave abuse. Where the employee is absent three (3) consecutive workdays or more due to illness, the employee may be required to bring in a doctor's certificate in order to receive sick leave pay and also to be able to return to work.

Section 9.4. Sick Leave Buy Back. For all employees hired prior to August 1, 2015 as listed on Appendix E~~F~~, upon satisfactory termination of employment, all bargaining unit employees shall receive compensation at fifty percent (50%) of the employee's regular hourly rate of pay for all sick days accumulated but not used to a maximum of one hundred twenty (120) days

if such employee has more than 320 hours accumulated in his or her sick leave account at the time of retirement. An employee who uses less than twenty-four (24) hours of sick leave in the one (1) year period between May 1st and April 30th may receive payment for the difference between the twenty-four (24) hours and the amount actually used. The number of hours for which payment is received shall be subtracted from the employee's accumulated sick leave. Employees hired after May 1st are not eligible for this payment in the fiscal year in which they are hired. Employees hired on or after August 1, 2015 shall not be eligible for a sick leave buy back benefit.

ARTICLE X
INSURANCE

Section 10.1. Coverage. The City shall make available to non-retired employees and their dependents substantially similar group health insurance coverage and benefits as that provided to the remaining employees of the City. Further, the City shall make available to employees who retire during the life of this Agreement, and who at the time of retirement were covered by City insurance, individual and dependent coverage (if the dependent was covered when the employee retired) at group rates, with such premiums to be paid by the retired employee to the extent required by COBRA or pursuant to the applicable provisions of the Police Officer continuation statute (215 ILCS 5/367g). The City reserves the right to change insurance carriers, benefit levels or employee costs, or to self-insure, or to adopt a health maintenance organization or Preferred Provider Organization plan for the provision of health care benefits, so long as the new coverage and benefits are reasonably similar to those provided to the remaining full-time employees of the City.

Section 10.2. Cost Containment. The City strictly reserves its rights to institute cost containment provisions similar to those applicable to most other City employees. Examples of such cost containment provisions include, but are not limited to, the following:

1. hospitalization must be pre-approved for non-emergency purposes or health benefits may be reduced;

2. authorization for emergency admission must be obtained within 48 hours of the admission or benefits may be reduced;

3. hospital benefits shall be paid only for the approved number of extended confinement days, unless other authority has been obtained;

4. the City may require mandatory second opinions for elective surgery, pre-admission and continued admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 10.3. Cost. Subject to the provisions of Section 10.1 above, the City will offer insurance coverage to employees and their dependents with a share in the cost of this coverage between the employer and employee. The percentage of the cost share may vary over time; however, the cost share for bargaining unit employees would be the same as all other City employees. Should the need for cost sharing exceed 25% for the employee, this section would reference Article XXIX- Entire Agreement.

Section 10.4. Life Insurance. Active employees covered by the health insurance plan also have life insurance paid by the City equal to one (1) year's base salary raised to the next multiple of $1,000 if not already an even $1,000 figure.

Section 10.5. Terms of Insurance Policies to Govern. The extent of coverage under the insurance plan documents (including HMO or PPO plans) referred to in this Agreement shall be governed by the terms and conditions set forth in those policies. Any questions or disputes concerning such insurance documents, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in the policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation under this Agreement.

However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the City, City employee or beneficiary of any City employee.

Section 10.6. Continuation of Benefit. When an officer is killed in the line of duty, the City will pay the full costs of premiums for the continuance of the then current health insurance for the benefit of the spouse and minor children of the deceased officer. Said coverage shall continue for the officer's spouse and minor children of the deceased officer as required by applicable state or federal law.

ARTICLE XI
DISABILITY BENEFITS

The City shall retain the right, pursuant to the Illinois Pension Code, 40 ILCS 5/22-301 to 3081, et seq. to establish a compensation system for employees injured or killed in the line of duty. Such system shall supersede any statutory or common law right employees may now have against the City.

ARTICLE XII
UNIFORMS

Section 12.1. Uniform Benefits. The City will provide all initial uniforms and equipment required by the City at no cost to the officer, with the exception of their firearm. The grace period for officers to purchase their own Department approved firearm will be one year from the date this 2025-2028 Agreement is executed. For officers hired after this Agreement has been executed, those officers will have until the end of their probationary period to purchase their own firearm. Beginning with the officer's second year of service with the City, ~~the officer shall be reimbursed for approved clothing purchases up to $600.00 annually, which said amount shall increase to $650 effective May 1, 2020~~Officers shall be provided a $1,000.00 clothing stipend (less applicable taxes) per year of the contract payable as a separate disbursement via direct deposit through payroll on or around May 1. Employees must continue to purchase only City approved uniforms or

equipment. Members of the department assigned to the investigations division shall be permitted to use their clothing allowance to purchase non-uniform items of clothing required for use in their plainclothes assignment. Members of NIPAS and ILEAS shall receive uniforms and equipment from the City on an "as needed" basis as reasonably determined by the City. Employees are responsible for cleaning and maintenance of their uniforms, and shall maintain a professional appearance at all times.

Section 12.2. Vest Procurement. The City shall provide vests of a type and quality to include gender specific, determined appropriate by the City to all employees ~~hired after May 1, 1999~~ as part of their initial uniform issue. The City may require that such vests will be worn under circumstances deemed appropriate by the Chief. The City will replace vests as indicated in its vest replacement schedule. When an officer's vest requires replacement, the cost of the vest will be covered by the City. All vests must be worn when performing police operational duties and should be cared for as instructed by the Chief or his designee.

Section 12.3. Uniform Procurement. Only department approved uniforms, clothing or equipment may be purchased from the uniform allowance fund. Uniforms as approved may be purchased through such vendor that may be approved by the department.

ARTICLE XIII
SECONDARY EMPLOYMENT

Section 13.1. Secondary Employment (Off-Duty). Employees considering employment in addition to work with the City must receive written approval from the Police Chief prior to beginning work to assure that the employee's secondary employment is in full compliance with the following guidelines:

(a) the secondary employment must not be a conflict of interest with the City employment;

(b) secondary employment must be scheduled outside of work time with the City including scheduled and unscheduled overtime;

(c) secondary employment may not infringe upon City work time including lack of energy on the job and interruptions concerning secondary employment including telephone calls and visitors;

(d) secondary employment may not require the officer to wear a City uniform, or to possess a firearm;

(e) secondary employment must also be in compliance with all portions of the Police Department's General Order, as such Order may be modified from time to time, relating to secondary employment and consist of employment of a non-police nature in which vested police powers are not a condition of employment.

Failure to comply with this procedure may result in being requested to terminate secondary employment and/or result in disciplinary action.

ARTICLE XIV
EDUCATIONAL BENEFITS

Section 14.1. On-Duty Training. Officers assigned to training sessions (other than basic law enforcement training) away from the police department, will be permitted to use a city car if the Chief or his designee determines a vehicle is available. If no vehicle is available, he shall be paid the prevailing mileage rate for the use of his own vehicle. The officer will be compensated at his hourly rate only for the number of hours the class is in session, including meals and rest period. The per diem allowance for meals and incidentals while on City business will follow rates (including any applicable tax and tip) determined by the U.S. General Services Administration (GSA).

Section 14.2. Scheduling of On-Duty Training. Time permitting; police officers assigned to in-house training shall be given reasonable advance notice of such training. When training outside the Department is scheduled for officers covered herein, said officers shall be

given as much notice as reasonably possible as the City receives notice from the training facility and decides that such training would be appropriate.

Section ~~14.5~~14.3. Travel Time for On-Duty Training. For assigned training classes outside of an employee's normal commuting time, travel time will be considered compensable hours. Provided, however, if an employee is dismissed from a scheduled eight (8) hour training class early, any compensation for travel time will be adjusted accordingly to account for the time of early dismissal (e.g. if an employee who would be entitled to 30 minutes of travel time under this section is released from class 30 minutes early, then no travel time compensation would be due).

Section 14.4. Travel and Meeting Expense Allowances. Members of the bargaining unit who desire to attend a professional conference or training seminar shall request permission, in writing, from the Chief. The Chief may grant or deny such request, as he solely deems appropriate. Any police officer attending a conference, meeting, seminar or convention who is reimbursed in whole or in part by the City, or who attends in a paid status, is expected to conduct himself or herself in a manner as if they were still at work. Any improper conduct will be treated as if it occurred during regular working hours. The per diem allowance for meals and incidentals while on City business will follow rates (including any applicable tax and tip) determined by the U.S. General Services Administration (GSA).

Any police officer attending any conference, meeting, seminar or convention and being reimbursed by the City must submit paid receipts for reimbursable expenses. The City will not reimburse expenses which are not documented or which are considered by the City to be unreasonable. Officers who have been authorized to attend such professional conferences, training seminars or other authorized educational meetings shall be reimbursed for all reasonable pre-

approved meal, lodging, and travel costs during training upon presentation of appropriate receipts to the City.

Section ~~14.3~~14.5. ~~Educational~~ Tuition Reimbursement. The City promotes the education of its employees to improve the efficiency and effectiveness of City services. All employee requests for tuition reimbursement shall be subject to the availability of budgeted funds. In order to be considered for tuition reimbursement, the applicant must provide evidence of application for any applicable scholarships for the current year. The employee's course or degree program requirements, including instruction time and/or coursework, shall not be pursued during work hours and is purely voluntary. The employee's hours spent attending such course or degree program requirements shall not constitute hours worked for the purpose of calculating compensation due the employee even if the courses are job related. ~~For employees governed by a collective bargaining agreement, w~~Where sections of this directive conflict with the collective bargaining agreement, the collective bargaining agreement shall prevail.

Eligibility Requirements

Only regular full-time employees, who have completed their probationary period and achieved at least a "meets expectation" in their most recent performance evaluation, are eligible to request tuition reimbursement assistance.

Courses must be by distance education courses or classroom attendance. An accredited educational institution shall provide the course work.

Employees are eligible to request tuition reimbursement for the following academic instruction: high school (not applicable to Fire Rescue or Police sworn positions), vocational, Associates degree/courses, undergraduate degree/courses and graduate degree/courses.

Procedure for Evaluation of Tuition Reimbursement Requests

Employee requests for approval must be made in writing, on the "Employee Request for Approval of Tuition Reimbursement for Course or Degree Program" ~~form (*2007-42 Training Forms / Directive Forms*)~~. Request to pursue a degree program must be made no later than ~~September~~ July 30th prior to the next fiscal year (~~May~~ January 1st). Request to pursue an individual class, not related to a degree program, must be made at least 30 days prior to the class. All training and educational activities shall be prioritized according to department needs and available and budgeted funds. The ~~department director~~Chief or designee shall consult with the Director of Human Resources on the employee request. Prior to beginning coursework, the employee shall complete the "Voluntary Course Attendance Agreement.~~,~~" ~~(*2007-42 Training Forms / Directive Forms*)~~.

The following guidelines will be examined in relation to each request for tuition reimbursement, and guide whether the employee request will be approved:

- The immediate benefit that the course would provide to the employee, and the immediate effect that it would have on the employee's job performance. Individual non-degree courses will be approved on a case-by-case basis as to their relevance to the enhancement of the employee's current position. Degree programs must be required or directly related to the employee's current position.
- ~~—~~The recommendation of the employee's department director in regard to the request for tuition reimbursement and the employees overall educational pursuits.
- ~~—~~Whether or not the course for which tuition reimbursement is being requested is to be taken as part of a program leading to a college degree that is related to the employee's position and responsibilities.

- The cost of the tuition for the course
- The availability of budgeted funds.
- Employee's individual work record.
- Tuition Reimbursement Criteria

The following criteria shall guide the approval of reimbursement for academic instruction:

- The maximum reimbursement schedule for reimbursement shall be three thousand three hundred dollars ($3,300) per fiscal year, or less depending on budgeted available funds. Employees pursuing academic instruction will be eligible for reimbursement of tuition, not including books and fees.
- Only courses taken at an accredited state or private college/university will be eligible for reimbursement. Courses towards certification through continued education units (C.E.U.'s), i.e. non-credit courses, are not eligible for reimbursement. Expenses toward successfully completing a College Level Examination Program (CLEP) are eligible for reimbursement, but shall count toward the maximum reimbursement.

Reimbursement shall be disbursed based on the following grade criteria:

Grade	Reimbursement
A	100%
B	75%
C	50%
D or less	0%

*For pass/fail classes, the City shall pay 100% for "Pass" and 0% for "Fail". If employee chooses a pass/fail option when the course may be taken for a grade, the City shall pay 50% for "Pass" and 0% for "Fail".

The acceptance of reimbursement by the employee acknowledges that the employee has not received payment from any other financial assistance program, not including student loans. If other financial assistance is available to the employee, the City will reimburse only the remaining eligible expense. Reimbursement above a specific annual amount established by the IRS will be included in ~~your~~ the employee's taxable income.

Prior to receiving tuition reimbursement, the employee shall make a good faith effort to receive scholarship funds to offset tuition.

Tuition reimbursement does not include mileage, fees, lodging, books and special materials such as computer related items or incidental expenses.

Seminars, workshops and other short-term training directly related to current department needs are not covered under this tuition reimbursement directive.

Tuition Reimbursement Procedure

Submit to the ~~Department Director~~Chief or designee, following the class:

A completed "Statement of Educational Expenses" ~~*(2007-42 Training Forms / Directives Forms),*~~

Receipts for all expenses for which reimbursement is requested; and,

Verification of the grade received in the course.

Submit to the ~~Department Director~~Chief or designee, the executed "Agreement for Repayment of Educational Expenses" ~~*(2007-42 Training Forms / Directives Forms)*~~, and agree to continue employment with the City for at least two (2) years following completion of the last course(s) or degree requirement, or repay per the following:

Time employed from and after last Course or Degree requirement	*Amount to be refunded to City by the employee*
Less than 12 months:	100%*

12 months to 18 months:	50%*
18 months to 24 months:	25%*

*Employees in a degree program shall refund to the City the tuition percentage of the entire degree program from the date of program initiation to the last day of employment, not just the last class taken.

The ~~Department Director~~Chief or designee shall submit this information to the Director of Human Resources for review and the City Manager for final approval.

ARTICLE XV
REIMBURSEMENT OF TRAINING EXPENSES

Section 15.1. If an employee voluntarily leaves the employment of the City during his first three (3) years of employment, the City may require such employee to reimburse the City for all uniform costs and expenses of training received by the employee during his employment with the City, including the costs associated with attendance at the Police Academy. This Section shall not apply to employees who retire from employment with the City in good standing and in accordance with the terms and provisions of the Police Pension Act or whose employment is terminated by the City. Employees hired by the City ~~after the effective date of this Agreement~~ will be advised of the requirements of this Article XV, Reimbursement of Training Expenses, before they receive training which may be subject to such reimbursement.

ARTICLE XVI
WAGES

Section 16.1. Wage Scale. Retroactive to May 1, ~~2022~~ 2025 to and through April 30, ~~2025~~2028, employees covered by this Agreement at the time of execution shall be paid pursuant

to the wage schedules that are attached hereto and incorporated herein as Appendices A through C. The May 1, ~~2022~~ 2025 adjustment shall be retroactive for all hours paid to members currently employed and members who have terminated in good standing.

Any wage payment for hours worked prior to the signing of this agreement will be governed by Section 16.1.

Section 16.2. Step Placement. The attached wage schedule will apply, in terms of years of service, to employees employed on the date this Agreement is executed.

After May 1st of each year covered by this Agreement, employees will be eligible to move from one step to the next, on their anniversary date of hire (based upon the employee's most recent date of beginning continuous full-time employment in a bargaining unit position), provided the employee has received a "satisfactory/ meets expectations" or better evaluation by the City for work performed during the prior year. Step movement will not be automatic; step increases shall, if awarded, be contained in the employee's paycheck closest to the employee's anniversary date. Step movement may only be withheld if notice of unsatisfactory performance evaluation is provided ten (10) days prior to the employee's anniversary date.

The City's evaluation and compensation decisions applicable to employees in all Steps are subject to the grievance procedure.

The City, at its sole discretion, may determine the pay rate for newly hired employees. If in the exercise of that discretion the City determines that a newly hired employee shall be compensated at a rate higher than the beginning pay rate, it may do so.

The parties agree that the step increases called for in this Agreement shall be considered part of each year's wage increase for costing and comparison purposes.

Section 16.3. Longevity. Employees with 20 years of service as a sworn Police Officer with the City of Crystal Lake Police Department shall be granted an annual Longevity Payment of

$1000 in the fourth quarter of the calendar year starting in the year in which he/she completes 20 years of service or in the case of a retiring employee with more than 20 or more years of service, on his/her date of retirement. This payment will be granted in a lump sum fashion to the employee.

Section 16.4 Stipends. Employees who have been designated as certified Field Training Officers (FTO) or certified Police Training Officers (PTO) shall receive an additional one and one half hour (1 ½) of pay at the ~~straight time~~overtime rate for each day they are assigned to seven (7) or more hours of recruit training.

For purposes of this section, "recruit" will be defined as a probationary police officer.

Section 16.5 Canine Officer. In the event the City, in the exercise of its sole discretion, elects to establish or maintain a canine program, the parties agree that to eligible for assignment by the Police Chief to the position of Canine Officer, an employee shall sign the Canine Officer Agreement, attached hereto as Appendix D, and incorporated herein by reference. Nothing herein shall obligate the City to create or maintain such a program.

ARTICLE XVII
EMPLOYEE WELLNESS AND FITNESS

Section 17.1. Physical Fitness Requirements. All employees are expected to be sufficiently fit to perform the requirements of their job. In order to maintain efficiency in the Police Department, to protect the public, and to reduce insurance costs and risks, the City may establish reasonable physical fitness standards for all employees.

Section 17.2. Fitness Examinations. If there is any reasonable question for any reason concerning an employee's fitness for duty, or fitness to return to duty, the City may require that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected and paid for by the City.

ARTICLE XVIII
EMPLOYEE ALCOHOL AND DRUG TESTING

Section 18.1. Statement of Policy. It is the policy of the City of Crystal Lake that the public has the absolute right to expect persons employed by the City in its Police Department will be free from the effects of drugs and alcohol. The City, as the employer, has the right to expect its employees to report for work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such manner as not to violate any established constitutional rights of the officers of the Police Department.

Section 18.2. Prohibitions. Officers shall be prohibited from:

(a) Consuming or possessing alcohol at any time during or just prior to the beginning of the work day or anywhere on any City premises or job sites, including City buildings, properties, vehicles and the officer's personal vehicle while engaged in City business, except as may be necessary in the performance of duty as authorized by the Chief or his designee.

(b) Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place except as may be necessary in the performance of duty as authorized by the Chief or his designee.

(c) Failing to report to the employee's supervisor any known adverse side effects of medication or prescription drugs which the employee may be taking.

Section 18.3. Drug And Alcohol Testing Permitted. Where the City has reasonable suspicion to believe that: (a) an officer is being affected by the use of alcohol; or (b) has abused prescribed drugs; or (c) has used illegal drugs, the City shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement. The City may also require an officer to suspicionless alcohol or drug testing to the extent permitted by Constitutional law.

If the City were to conduct suspicionless testing, no fewer than four (4) officers will be selected for a random sample. Employees may be subjected to suspicionless testing no more than one (1) time per year unless otherwise specified in this Agreement. The foregoing shall not limit the right of the City to conduct any tests it may deem appropriate for persons working in a narcotics

assignment or those seeking employment as police officers prior to their date of hire, or upon promotion or reassignment to another position within the Department.

Section 18.4. Order To Submit To Testing. Within forty-eight (48) hours of the time the officer is ordered to testing authorized by this Agreement, the City shall provide the officer with a written notice setting forth the facts and inferences which form the basis of the order to test. Refusal to submit to such test may subject the employee to discipline, but the officer's taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess. Employees ordered to submit to reasonable suspicion testing must, prior to the drug test, report to their supervisor, upon request, the use of any test-altering agents. The officer will have the option to complete a substance disclosure form that would disclose any prescribed or non-prescription medications, herbal supplements or other substances that the employee may have ingested to present to the testing agency.

Section 18.5. Test To Be Conducted. In conducting the testing authorized by this Agreement, the City shall:

(a) Use only a clinical laboratory or hospital facility which is certified by the State of Illinois to perform drug and/or alcohol testing, or use a licensed Breathalyzer operator who is not a member of the bargaining unit.

(b) Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.

(c) If a blood, hair, or urine test, collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the officer.

(d) Collect samples in such a manner as to preserve the individual officer's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Officers shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable suspicion that the officer may attempt to compromise the accuracy of the testing procedure.

(e) Confirm any blood, hair or urine sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas

chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.

(f) Provide the officer tested with an opportunity to have the additional blood or urine sample tested by a clinical laboratory or hospital facility of the officer's choosing, at the officer's own expense; provided the officer notifies the City within seventy-two (72) hours of receiving the results of the test.

(g) Require that the laboratory or hospital facility report to the City that a blood, hair or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or form adverse to the officer's interests.

(h) Require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results showing an alcohol concentration of .020 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive (NOTE: The foregoing standard shall not preclude the City from attempting to show that test results between .010 and .020 demonstrate that the officer was under the influence, but the City shall bear the burden of proof in such cases).

(i) Provide each officer tested with a copy of all information and reports received by the City in connection with the testing and the results.

(j) Insure that no officer is the subject of any adverse employment action except emergency temporary reassignment or relief of duty during the pendency of any testing procedure.

Section 18.6. Right To Contest. If disciplinary action is not taken against an employee based in whole or in part upon the results of a drug or alcohol test, the Chapter and/or the officer, with or without the Chapter, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the right to test, the administration of the tests, the significance and accuracy of the test, or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. Further, if disciplinary action is taken against an officer based in part upon the results of a test, then the Chapter and/or the officer, with or without the Chapter, shall have the right to

file a grievance concerning any portion of the test. Any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the officer.

Section 18.7. Voluntary Request For Assistance. The City shall take no adverse employment action against any officer who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem not involving or related to criminal activity, other than the City may require reassignment of the officer with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:

(a) The officer was not under investigation for illegal drug use or abuse of alcohol, or in such a circumstance that such investigation was imminent.

(b) The officer agreeing to appropriate treatment as determined by the physician(s) involved.

(c) The officer discontinues his use of illegal drugs or abuse of alcohol.

(d) The officer completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months.

(e) The officer agrees to submit to suspicionless testing during hours of work during the period of "aftercare."

Officers who do not agree to or act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the City to retain an officer on active status throughout the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs prevents such individual from performing the duties of a police officer or whose continuance on active status would constitute a direct threat to the property and safety of others. Such officer shall be afforded the opportunity, at his option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

ARTICLE XIX
GRIEVANCE PROCEDURE

Section 19.1. Definition. It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a "grievance" is any dispute or difference of opinion raised by an employee or the Chapter against the Employer involving an alleged violation or misapplication of an express provision of this Agreement shall be subject to review under the grievance procedure. Any time period provided under the steps in the grievance procedure may be extended by mutual agreement of the parties.

Section 19.2. Procedure. A grievance filed against the Employer shall be processed in the following manner:

STEP 1: Any employee who has a grievance, or the Chapter if a Chapter grievance, shall submit the grievance in writing to the appropriate sergeant specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than seven (7) business days from the date of the occurrence of the matter giving rise to the grievance or within seven (7) business days after the employee or the Chapter, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The sergeant shall render a written response to the grievance within ten (10) business days after the grievance is received by the sergeant.

STEP 2: If the grievance is not settled at Step 1 and the employee, or the Chapter if a Chapter grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Chief of Police within seven (7) business days

after receipt of the City's answer in Step 1 or within seven (7) business days of the time when such answer would have been due. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step of the grievance procedure. The Chief or his designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) business days with the grievant or the Chapter representative at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Chief or his designee shall provide a written answer to the grievant, or to the Chapter if a Chapter grievance, within ten (10) business days following receipt of the grievance by the Chief or his designee.

STEP 3: If the grievance is not settled at Step 2 and the employee, or the Chapter if a Chapter grievance, desires to appeal, it shall be referred by the employee or the Chapter in writing to the City Manager or his designee within seven (7) business days after receipt of the Police Chief's answer in Step 2. Thereafter, the Manager or his designee and such other representatives of the City as are desired by the Manager or his designee, shall meet with the grievant, the Chapter's representative and an outside, non-employee representative of the Chapter if desired by the grievant, within fifteen (15) business days of receipt of the employee's or the Chapter's appeal, if practicable. If no agreement is reached, the Manager or his designee shall submit a written answer to the employee, or the Chapter if a Chapter grievance, within twenty (20) business days of the receipt of the grievance by the Manager or his designee. Grievances regarding discipline will begin at this Step.

Section 19.3. Arbitration. If the grievance is not settled in Step 3 and the Chapter wishes to appeal the grievance from Step 3 of the grievance procedure, the Chapter may advance the grievance to arbitration by making a written demand for arbitration to the City Manager within twenty (20) business days of receipt of the City's written answer as provided to the Chapter at Step 3:

a. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of five (5) arbitrators who are all members of the National Academy of Arbitrators residing in the State of Illinois. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be submitted. Both the City and the Chapter shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator.

b. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Chapter and City representatives.

c. The City and the Chapter shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Chapter retain the right to employ legal counsel.

d. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

e. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

f. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the Chapter; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 19.4. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the questions of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision of the Agreement. The arbitrator shall be empowered to determine only the issue raised by the grievance as submitted in writing at Step 1 (or at Step 3 in the case of discipline). The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is in any way contrary to or inconsistent with applicable laws or rules and regulations of administrative bodies that have the force and effect of law. Any decision or award of the arbitrator rendered within the limitation of this Section shall be binding upon the Chapter and employees covered by this Agreement, and upon the City.

Section 19.5. Time Limit For Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) business days after the occurrence of the event giving rise to the grievance or within seven (7) business days after the employee, through the use

of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. A "business day" is defined as a calendar day exclusive of Saturdays, Sundays or holidays recognized by the City. If a grievance is not presented by the employee or the Chapter within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Chapter. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered withdrawn. If the City does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Chapter may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

Section 19.6. Time Off. The grievant and one Chapter representative, or a Chapter representative if a Chapter grievance, shall be given paid time off to participate in the Step 3 meeting if the meeting is conducted on working time. No other time spent on grievance matters shall be considered time worked for compensation purposes.

ARTICLE XX
NON-DISCRIMINATION

Section 20.1. Non-Discrimination. In accordance with applicable law, both the City and the Chapter agree not to discriminate against any employee covered by this Agreement in a manner which would violate federal or state laws on the basis of race, sex, creed, religion, color, marital status, age, sexual orientation, national origin, political affiliation and/or beliefs, mental and/or physical handicaps and Chapter activities. An alleged violation of this Section may be pursued through Step 3 of the grievance procedure and no further.

Section 20.2. Chapter Activity. The City and Chapter agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by law or by this Agreement, or on account of membership or non-membership in the Chapter. An

alleged violation of this Section may be pursued through Step 3 of the grievance procedure and no further.

Section 20.3. Americans With Disabilities Act. The parties agree that the City may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Act in order to be in compliance with the Americans With Disabilities Act, so long as it does not diminish or alter any current statutory benefit.

ARTICLE XXI
DISCIPLINE

Section 21.1. Policy of Progressive Discipline. It is the intention of the Police Department to develop and coach our employees to be successful, effective professionals. However at times, despite coaching and training efforts, it may be most appropriate to encourage behavioral change through disciplinary action. The Police Department, in a written notice from the office of the Chief of Police, may take, among others, any of the following disciplinary actions against a bargaining unit member who has violated the rules and regulations of the department:

a. oral reprimand;

b. written reprimand;

c. suspension without pay for a period not to exceed sixty (60) days;

d. termination of employment.

Section 21.2. Oral and Written Reprimand. In cases of an oral or written reprimand or corrective interview report, notation of such reprimand or report shall become a part of the employee's personnel file and a copy given to the employee. Nothing herein shall preclude an employee from submitting written response to an oral or written reprimand, which such response shall be filed with the reprimand.

Section 21.3. Removal of Records. Removal of written reprimands will be allowed only at the written request of the affected employee following the guidelines below. The request for removal of written reprimand must be presented to the Chief or his designees, approved by the Chief or his designee and sent to the Human Resources Director for removal of the record to occur.

Verbal counseling or verbal reprimand, if sent to the personnel file, may be requested for removal after one (1) year with no additional counseling or discipline of any nature.

Written reprimand for an administrative rule violation with no direct life-safety impact, may be requested for removal after two (2) years with no additional counseling or discipline of any nature.

Written reprimands for violations with life-safety impact, suspensions, demotions, etc., shall remain in the employee's file.

Section 21.4. Personnel File Records Act. The City agrees to abide by the lawful requirements of the "Access to Personnel Records Act," 820 ILCS 40/0.01, et seq. of the Illinois Revised Statutes. Any alleged violation of this Section shall only be subject to review under the first three steps of the grievance procedure and no further.

Section 21.5. Pre-disciplinary Meeting. Prior to imposing any unpaid suspension or termination of a non-probationary employee, the Police Chief, or in his absence the Chief's designee, will offer to meet with such employee. The employee will be allowed Union representation at such meeting, if requested. Prior to said meeting, the employee will be provided with a copy of a written description of the infractions such employee has allegedly committed. The employee and/or the Union will be allowed the opportunity to offer exculpatory facts or mitigating factors during said meeting.

ARTICLE XXII
INVESTIGATIONS CONCERNING OFFICERS

The City agrees to abide by the lawful requirements of the Illinois Compiled Statutes, 50 ILCS 725/1 et seq. Any alleged violation of this Article shall only be subject to review under the first three steps of the grievance procedure and no further.

ARTICLE XXIII
LAYOFF AND RECALL

Section 23.1. Layoff. The City in its absolute discretion shall determine when and whether layoffs are necessary. If the City so determines that these conditions exist, employees covered by this Agreement will be laid off in rank in accordance with their length of service with the City as provided in ~~Ill. Rev. Stat., chapter 24, § 10-2.1-18~~65 ILCS 5/10-2.1-18. Absent emergency, all officers shall receive notice in writing of a layoff at least seven (7) days in advance of the effective date of such layoff(s). While on layoff status, employees do not accrue, are not eligible to receive, nor are they entitled to City benefits. Time off on layoff status shall not be counted toward years of service.

Section 23.2. Recall. Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall. Notice of recall shall be sent to the employee by certified or registered mail, return receipt requested, with a copy to the Chapter. The employee must notify the Police Chief or his designee of his intention to return to work within three (3) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the employee, it

being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

ARTICLE XXIV
NO STRIKE/NO LOCKOUT

Section 24.1. No Strike. Neither the Chapter nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, organized interference or picketing which in any way results in the interruption or disruption of the operations of the City, regardless of the reason for so doing. Each employee who holds the position of officer or steward of the Chapter occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Chapter agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 24.2. No Lockout. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Chapter.

Section 24.3. Judicial Restraint. Nothing contained herein shall preclude the City or the Chapter from obtaining judicial restraint and damages in the event the other party violates this Article.

Section 24.4. Discipline of Strikers. Any employee who violates the provisions of Section 24.1 of this Article shall be subject to disciplinary action and statutory penalties. Any action taken by the Employer against any employee who participates in any action prohibited by Section 24.1

above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure.

ARTICLE XXV
MAINTENANCE OF ECONOMIC BENEFITS

All direct and substantial economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the City shall notify the Chapter of its intention to change them. Upon such notification, and if requested by the Chapter, the City shall meet and discuss such change before it is finally implemented by the City. Any change made without such notice shall be considered temporary pending the completion of such meet and confer discussions. If the Chapter becomes aware of such a change and has not received notification from the City, the Chapter must notify the City within fourteen (14) days of the date the Chapter became aware of such change and request discussions or such inaction shall act as a waiver of the right to such discussions by the Chapter. If no agreement is reached within thirty (30) calendar days after discussions begin, the Chapter shall have the right to defer the dispute over the change to arbitration as set forth in Section 1614 of the Illinois Public Labor Relations Act (5 ILCS 315/14); the parties agree that the City shall have the right to temporarily implement the change during the period of such bargaining or arbitration.

ARTICLE XXVI
UNION SOLICITATION

While the City of Crystal Lake acknowledges that the chapter may be conducting solicitation of merchants, residents or citizens, the bargaining unit members covered by this agreement agree that none of them will solicit any person or entity for contributions or appear to so solicit any person on behalf of the Crystal Lake Police Department or the City of Crystal Lake.

Bargaining unit members agree that the City name, shield or insignia, communications systems, supplies and materials will not be used for solicitation purposes. Solicitation by

bargaining unit employees may not be done on work time or in a work uniform. The bargaining unit members agree that they will not use the words "Crystal Lake Police Department" in its name or describe itself as the "City of Crystal Lake". The bargaining unit members shall have the right to explain to the public, if necessary that they are members of an organization providing collective bargaining and legal defense benefits to all patrol-rank police officers employed by the City.

The foregoing shall not be construed as a prohibition of other lawful solicitation efforts by bargaining unit members directed to the general public. Each party hereto agrees that they will comply with all applicable laws regarding solicitation.

This agreement does not apply to the solicitation efforts of the Metropolitan Alliance of Police or any of its agents who are not bargaining unit employees.

ARTICLE XXVII
SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the board, court or agency decision; and upon issuance of such a decision, the City and the Union agree to notify one another and to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXVIII
ENTIRE AGREEMENT

Section 28.1. Entire Agreement. This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed

in this Agreement, it may be changed by the Employer as provided in the Management Rights clause, Article III. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Chapter specifically waives any right it may have to impact or effects bargaining for the life of this Agreement.

Section 28.2. Ratification and Amendment. This Agreement shall become effective when ratified by the Chapter's membership and then the City's elected officials and signed by authorized representatives thereof, and may be amended or modified during its term only with mutual written consent of both parties.

ARTICLE XXIX
TERMINATION

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until April 30, ~~2025~~2028. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date and not earlier than ninety (90) days that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, then the benefits as described herein shall remain in full force and effect with no diminution up to and until a new collective bargaining agreement shall be executed. The party wishing to terminate shall give at least ten (10) days' notice to the other party and such termination date shall not be prior to April 30, ~~2025~~2028. Executed this _____ day of

_____, ~~2022~~2025, after receiving official approval by the Mayor and City Council and ratification by the Chapter's membership.

METROPOLITAN ALLIANCE OF POLICE, CHAPTER #177:	CITY OF CRYSTAL LAKE:
_____	_____
Keith R. George, MAP President	Eric Helm, City Manager

_____

~~Jeffrey Mattson~~Brian Rossow, President M.A.P. Chapter #177

APPENDIX A

WAGE SCHEDULE

~~May 1, 2022 – April 30, 2023 (3.0%)~~

~~Step~~	~~Hourly~~	~~Annual~~
~~1~~	~~$33.78~~	~~$70,262.40~~
~~2~~	~~$35.74~~	~~$74,339.20~~
~~3~~	~~$37.74~~	~~$78,499.20~~
~~4~~	~~$ 39.70~~	~~$82,576.00~~
~~5~~	~~$41.65~~	~~$86,632.00~~
~~6~~	~~$43.63~~	~~$90,750.40~~
~~7~~	~~$52.05~~	~~$108,264.00~~

May 1, 2025-April 30, 2026 (4%)

Step 1	$37.54	$78,091.52
Step 2	$39.72	$82,612.61
Step 3	$41.94	$87,241.86
Step 4	$44.12	$91,762.94
Step 5	$46.29	$96,284.03
Step 6	$48.50	$100,870.02
Step 7	$57.84	$120,317.18

APPENDIX B

WAGE SCHEDULE

~~May 1, 2023 – April 30, 2024 (3.25%)~~

~~Step~~	~~Hourly~~	~~Annual~~
~~1~~	~~$34.88~~	~~$72,550.40~~
~~2~~	~~$ 36.90~~	~~$76,752.00~~
~~3~~	~~$38.97~~	~~$81,057.60~~
~~4~~	~~$40.99~~	~~$85,259.20~~
~~5~~	~~$43.00~~	~~$89,440.00~~
~~6~~	~~$45.05~~	~~$93,704.00~~
~~7~~	~~$53.74~~	~~$111,779.20~~

May 1, 2026-April 30, 2027 (3.5%)

Step 1	$38.86	$80,824.72
Step 2	$41.11	$85,504.05
Step 3	$43.41	$90,295.32
Step 4	$45.66	$94,974.65
Step 5	$47.91	$99,653.97
Step 6	$50.19	$104,400.47
Step 7	$59.87	$124,528.29

APPENDIX C

WAGE SCHEDULE

~~May 1, 2024 – April 30, 2025 (3.5%)~~

~~Step~~	~~Hourly~~	~~Annual~~
~~1~~	~~$36.10~~	~~$75,088.00~~
~~2~~	~~$38.19~~	~~$79,435.20~~
~~3~~	~~$40.33~~	~~$83,886.40~~
~~4~~	~~$42.42~~	~~$88,233.60~~
~~5~~	~~$44.51~~	~~$92,580.80~~
~~6~~	~~$46.63~~	~~$96,990.40~~
~~7~~	~~$55.62~~	~~$115,689.60~~

May 1, 2027-April 30, 2028 (3.25%)

Step 1	$40.12	$83,451.53
Step 2	$42.44	$88,282.93
Step 3	$44.82	$93,229.92
Step 4	$47.14	$98,061.32
Step 5	$49.47	$102,892.73
Step 6	$51.82	$107,793.48
Step 7	$61.82	$128,575.45

APPENDIX D
Canine Officer Agreement

The canine officer shall perform and log on his/her daily log the following duties relative to his/her assigned canine during the course of his/her duty shift:

- Exercise and Grooming
- Feeding (one meal)
- Training
- Veterinarian routine checkups and shots
- Procuring food and supplies

The officer shall be granted four (4) hours of compensatory time per week for the following at home outside work activities with his/her assigned canine:

- Cleaning the canine's kennel or other place where the canine is kept, and cleaning up after the canine.
- Feeding (one meal for on-duty days and 2 meals on off-duty days)
- Exercise on off-duty days
- Emergency trips to the Veterinarian

These functions are also logged on a daily log. If the off-duty at-home canine care activities exceed the hours per week allowance, for any week, the officer shall submit via the daily log identifying the additional activities engaged in, the times at which they took place and the duration of the activities to his/her supervisor by the end of the shift immediately following the week in order to receive any further compensation.

_____ _____

Officer Date

_____ _____

Chief of Police Date

APPENDIX E

Sick Leave Buy Back Employee Eligibility List

The following bargaining unit employees shall be eligible for the sick leave buy back benefit described in Section 9.4 of the Agreement:

BADGE	OFFICER	DATE of APPOINTMENT
105	Dimitrios Boulahanis	01/03/2000
~~126~~	~~Brian Burr~~	~~09/08/1997~~
125	Jason Duncan	09/24/2001
~~163~~	~~David Eitel~~	~~11/04/2013~~
~~117~~	~~Thomas Jacobi~~	~~09/24/1999~~
159	Krzysztof Krol	07/05/2005
~~124~~	~~Kurt Majzner~~	~~01/08/1996~~
131	Michael Maloney	03/17/2014
~~153~~	~~Jeffrey R. Mattson~~	~~11/05/2001~~
~~146~~	~~Dennis Meyer~~	~~11/27/2000~~
166	Zachary Morse	12/22/2008
~~140~~	~~Adam Munaretto~~	~~12/27/2000~~
158	Brian Rossow	07/02/2007
169	Christopher Sanders	09/20/2010
~~160~~	~~Kimberley Shipbaugh~~	~~09/06/2005~~
~~128~~	~~Algirdas Sindaravicius~~	~~12/15/2014~~
~~143~~	~~Eric Stopka~~	~~09/08/1997~~

164	Scott Torkelson	10/27/2008
133	Lisa Tietz	09/15/2008
168	Ingrid Pinto	09/14/2009
162	Dominika Wawrzyniak	12/04/2006
~~141~~	~~Russell Will~~	~~09/05/1995~~

SIDE LETTER OF AGREEMENT
DRUG AND ALCOHOL TESTING FOLLOWING OFFICER INVOLVED SHOOTINGS

The City of Crystal Lake ("City"), the Metropolitan Alliance of Police Chapter # 177, referred to herein as the "Union") hereby agree to the following policy to be implemented in accordance with Illinois Public Act 100-389:

1. The Union agrees that its members shall be required to abide by the City's Policy regarding "Officer Involved Shooting and Deaths" including the section that requires each officer who is involved in an officer involved shooting to submit to drug and alcohol testing, so long as such testing is required by Public Act 100-389 or any similar state law.

2. For the purpose of clarity, the parties agree that a person "involved in" an officer involved shooting is defined to mean any officer who discharged a firearm thereby causing injury or death to a person or persons. If multiple officers discharged their firearm and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing.

3. The parties agree that the term "involved in" an officer-involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Nor does the term "involved in" include officers who discharged their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.

4. The parties agree that the provisions of the collective bargaining agreement regarding drug testing and standards for discipline shall regulate the drug testing procedures and the consequences for any positive drug test results.

5. The parties agree that any drug or alcohol test required pursuant to this Agreement shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary

action. Such testing shall only be done by urinalysis or breathalyzer. Blood tests shall only be administered with a warrant, unless the officer otherwise consents. This does not limit the City's right to obtain test results via other available legal process.

Metropolitan Alliance of Police Chapter 177

By: _____

Date: 4/22/22

City of Crystal Lake, Illinois

By: _____

Date: 5/3/2022

AMENDED SIDE LETTER OF AGREEMENT

In light of the current public health crisis, the parties have determined that an amendment to their collective bargaining agreement (CBA) is appropriate, to provide supplemental sick leave to newly hired employees. The City of Crystal Lake (City), the Metropolitan Alliance of Police Chapter # 177, Union) hereby agree as follows:

1. Retroactive to October 3, 2021, the City will provide newly hired employees with paid sick leave upon hire, in such amount as the City deems appropriate. Such grant of sick leave shall be in addition to the sick leave accrual provided under Section 9.2 of the CBA, but such use of such sick leave shall otherwise be subject to the applicable provisions of Article IX (Sick Leave) of the CBA.

2. The parties further agree that in the future, the City may adjust or modify the supplemental sick leave benefit for new hires described above, as circumstances change. Nothing herein shall affect sick leave accrual under Section 19.2 of the CBA.

3. This Amended Side Letter shall be effective upon execution and expire on April 30, 2025..

AGREED:

Metropolitan Alliance of Police Chapter 177

By: _____

Date: 4/27/22

City of Crystal Lake, Illinois

By: _____

Date: 5/3/2022

CONTRACTUAL MEMORANDUM OF UNDERSTANDING BETWEEN

METROPOLITAN ALLIANCE OF POLICE,

CRYSTAL LAKE POLICE CHAPTER #177

AND

THE CITY OF CRYSTAL LAKE

This Memorandum of Understanding (hereinafter "Memorandum") is hereby made and entered into by and between the Metropolitan Alliance of Police, Crystal Lake Police Chapter #177 (hereinafter "Union"), and the City of Crystal Lake (hereinafter "Employer"), collectively referred to as the "Parties".

The purpose of the Memorandum is to provide for a twelve (12) hour power shift on a temporary, nonprecedential basis. The parties have met and fully bargained this issue and, in a good faith effort to resolve this issue and to implement a new 12-hour power shift schedule between the parties, the below paragraphs shall set forth the terms and conditions regarding this issue for the period of January 1, 2025, through December 31, 2025.

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. The 12-hour power shift shall work as follows:

    a. The shift hours are from 2:00 p.m. to 2:00 a.m.
    b. No more than six (6) officers, and always an even number, will be assigned to the 12-hour power shift. Assignment to the 12-hour power shift is voluntary and will be done according to seniority. An officer may not be assigned or may be removed from the 12-hour power shift for poor performance, as determined by the Chief or designee.
    c. Officers assigned to the 12-hour power shift will work one regular eight (8) hour shift, inclusive of a thirty (30) minute lunch, within a fourteen (14) day work cycle, as determined by the Chief or designee.
    d. Officers working the 12-hour power shift are not subject to hold-over or early-in coverage, except in an emergency, as determined by the Chief or designee. However, such officers are subject to hold-over and early-in coverage when working their 8-hour shift.
    e. All paid leave time shall continue to accrue as currently stated in the Parties' 2022-2025 Collective Bargaining Agreement (CBA).

f. When an officer is working a 12-hour power shift on a training day, the officer is expected to start at work or return to work for any portion of the shift where training is not occurring.
g. Officers assigned to specialty assignments shall not be eligible to work the 12-hour power shift.
h. Officers assigned to the 12-hour power shift must remain on the shift for a minimum of ninety (90) calendar days. If an officer chooses to leave the 12-hour power shift, the officer must provide a minimum of thirty (30) calendar days' notice. The officer will be assigned to a regular shift as needed and at the Chief's or designee's discretion. In the event that there are no volunteers to fill the vacant 12-hour power shift assignment, and because the 12-hour power shift assignment must include an equal number of officers, the officer with the least seniority on the 12-hour power shift will also be moved to the regular 8.5 hour shift, unless another 12-hour power shift assigned officer volunteers to do so.

2. In order to accommodate the 12-hour power shift schedule, the provisions below from the 2022-2025 CBA shall be amended as follows. With the exception of the sections detailed below, all remaining language of the 2022-2025 CBA, shall remain unchanged.

ARTICLE V
HOURS OF WORK AND OVERTIME

Section 5.2. Permanent Shifts by Seniority
The 12-hour power shift will not follow the bids for shift work calendar detailed in this Section.

Section 5.5. Overtime Pay and Overtime Scheduling. Employees shall be paid one and one half (1 ½) times their regular rate of pay for all hours worked in excess of the employee's scheduled shift or eighty (80) hours in a 14-day work period ~~beyond eight (8) hours in a normal work day or forty (40) hours in a seven (7) day work week~~ as established by the Department. Under the 5-2, 5-3 work schedule, employees shall be paid one and one half (1 ½) times their regular rate of pay for all hours worked beyond eight hours and thirty (30) minutes in a normal workday or beyond all hours regularly scheduled in a fourteen (14) day work period as established by the Department. Under the 12-hour power shift schedule, employees shall be paid one and one half (1 ½) times their regular rate of pay for all hours worked beyond twelve hours in a normal workday or beyond eight hours for

their scheduled 8-hour day or beyond all hours regularly scheduled in a fourteen (14) day work period as established by the Department.

Time paid but not worked (vacations, holidays, compensatory time off, personal business days, and sick time) shall be considered as hours worked for the purpose of calculating overtime pay.

Absent an operational necessity or exigent circumstances, as determined by the Police Chief or his designee, a patrol officer working a full patrol shift on his or her RDO will not be required to work the patrol shift immediately following the overtime shift.

ARTICLE VI
VACATION

Section 6.2. Definition of Vacation. A "vacation" for purposes of this Agreement is defined as, for employees working the 5-2, 5-3 work schedule, any time off period which is five (5) or more days long and during which five (5) or more benefit days are used, and for employees working the 12-hour power shift work schedule, any time off period which is three (3) or more days long and during which three (3) or more shifts of benefit time are used (benefit days include paid vacation, holiday, compensatory or personal days off, but not paid sick days).

Section 6.3. Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation. Under the 5-2, 5-3 work schedule, use of vacation time shall result in a deduction of eight and one half (8 ½) hours of accrued vacation time. Under the 12-hour power shift work schedule, use of vacation time shall result in a deduction of twelve (12) hours of accrued vacation time, unless the employee takes vacation time for the employee's 8-hour shift day, in which case the use of vacation time shall result in a deduction of eight (8) hours of accrued vacation time.

ARTICLE VII
HOLIDAY AND PERSONAL BUSINESS TIME

Section 7.2. Holiday Pay. Officers scheduled to work on a holiday shall do so. Holiday pay for all officers, including patrol officers assigned to the 5-2, 5-3 work schedule, shall be paid on the following basis:

a. If an officer works on a holiday, compensation will be at the officer's straight time hourly rate of pay for each hour worked, plus eight (8) hours pay for the holiday. However, if an officer works on the City

recognized and celebrated holidays of Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day and Independence Day, they will be paid at time and one-half for hours worked on those specific days. For patrol officers assigned to the 5-2, 5-3 and 12-hour power shift work schedules only, the term "holiday" as used in this Section 7.2 means the date of the actual holiday, not the date of the City's observance. In order to be eligible for the holiday pay benefit described in this Subsection a, the officer must work all of their scheduled work hours on the date of the holiday.

b. If a holiday falls on an officer's regularly scheduled day off, he will receive compensation equivalent to eight (8) hours at his straight time rate of pay in lieu of a day off.

c. An officer may request time off on a holiday subject to approval by the Chief of Police. If a holiday is taken as time off, the officer will be paid only the eight (8) hours for the holiday with no additional payment for any benefit time. However, patrol officers assigned to the 5-2, 5-3 work schedule may receive payment for one half hour of compensatory time off as set forth under Section 5.5 of this Agreement. Officers assigned to the 12-hour power shift will receive the eight (8) hours for holiday pay and will be required to take four (4) hours of either compensatory or vacation time to cover the entire shift off.

ARTICLE VIII
LEAVE OF ABSENCE

Section 8.10. Bereavement Leave. The Chief or his designee shall grant leave with pay for funerals and wakes in the immediate family. The immediate family shall be defined to include the employee's spouse, children, parents, spouse's parents, grandparents, siblings, and those persons residing in the employee's household (residence) at time of death. The maximum funeral leave shall be three (3) days for employees on the 5-2, 5-3 work schedule and twenty-four (24) hours for employees on the 12-hour power shift work schedule. This may be paid as regular time. Should a death occur outside of the immediate family, the employee may request and per the Chief or his designee, be authorized to use as appropriate vacation, compensatory or personal leave.

ARTICLE IX
SICK LEAVE

Section 9.1. Purpose. Sick leave shall be used for the purpose for which it was intended, that being to provide an officer protection against a full day's loss of pay due to a non-work related illness or injury of the officer or in the officer's immediate family (as defined in Section 1.5). Sick leave may not be converted into any other form of compensation, except upon separation from employment in good standing and as provided below. Sick leave shall be taken in a minimum of one (1) hour increments. Under the 5-2, 5-3 work schedule, use of a full day's sick leave will result in a deduction of eight and one half (8 ½) hours of accrued paid time off. Under the 12-hour power shift work schedule, use of a full day's sick leave will result in a deduction of twelve (12) hours of accrued paid time off or eight (8) hours of accrued paid time off, as appropriate. In addition to employee illness, sick leave may be used for medical or dental appointments, illness and the birth of a male employee's child or for the adoption of a male or female employee's child, but not to exceed three (3) days sick leave usage.

3. In order to accommodate the 12-hour power shift schedule, the provisions below from the Side Letter of Agreement on compensatory time, signed on December 22, 2023, shall be amended as follows. With the exception of the section detailed below, all remaining language of the Side Letter of Agreement, shall remain unchanged.

2. Each officer may elect to use up to three (3) full days (twenty-four (24) hours for employees working the 12-hour power shift work schedule) of earned compensatory time off each calendar year regardless of manpower. For officers assigned to patrol, only one (1) officer per shift can choose to use this "unrestricted time" for the same scheduled workday and it cannot be used on a designated holiday, "blackout day" for training or any other major event. Requests may be made at least forty-eight (48) hours in advance of the selected date unless otherwise permitted.

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4. Either Party may choose to eliminate the 12-hour power shift for any reason. Should either Party desire to eliminate the 12-hour power shift, the Party shall provide a minimum of thirty (30) calendar days' notice to the other Party, except in the case of an emergency. In the event of such elimination, the relevant original provisions of the CBA shall then control,

and the parties shall revert to the contract language contained within the current CBA.

5. Should there be any dispute regarding the terms of this Memorandum, the Parties shall discuss and work to resolve the issue informally. Should there be any conflict between the provisions of this Memorandum and the provisions of the Parties' CBA, or any successor agreement, the provisions of this Memorandum shall govern, so long as the 12-hour power shift work schedule is maintained. Neither this Memorandum, nor any of its contents, shall be subject to the Parties' grievance procedure contained in Article XIX of the CBA.

6. To the extent that any portion of this Memorandum may be held to be invalid or legally unenforceable by a court of competent jurisdiction, administrative body or arbitrator, the parties agree that the remaining portions of this Memorandum shall not be affected and shall be given full force and effect.

7. This Memorandum of Understanding will take effect January 1, 2025.

Metropolitan Alliance of Police Chapter 177

By: _____

Date: 12/18/24

City of Crystal Lake, Illinois

By: _____

Date: 12/18/24

Agenda Item No: 23

City Council
Agenda Supplement

Meeting Date: June 17, 2025

Item: Annual Audit for the Fiscal Period 2024B

Staff Recommendation: Motion to adopt a Resolution accepting the Annual Comprehensive Financial Report of the City of Crystal Lake for the eight months ended December 31, 2024.

Staff Contact: Jodie Hartman, Director of Finance
Adam Orton, Assistant Finance Director
Stephanie Wrolson, Accounting Manager

Background:

The City's annual financial audit for fiscal period 2024B has been completed. Staff hereby presents the Annual Comprehensive Financial Report (ACFR) for the eight months ended December 31, 2024. This report is management's annual financial report to the taxpayers, governing council, oversight bodies, investors and creditors of the City. This report provides a historical picture of the City's financial status as of December 31, 2024 and activities for the period May 1, 2024 through December 31, 2024.

The City engaged the services of Sikich LLP to conduct the financial audit. Sikich LLP concluded there was a reasonable basis for rendering an unmodified ("clean") opinion that the City of Crystal Lake's financial statements for the eight months ended December 31, 2024 are fairly presented in conformity with generally accepted accounting principles (GAAP). **This "clean" opinion is the highest obtainable opinion, a statement of not only the reliability of the financial information, but also to the high level of professionalism and integrity of the staff.** The report is available on the City's website, under the "Your Government, Transparency Portal" and is attached to this agenda supplement.

Discussion:

State law (65 ILCS 5/8-8) requires that all general-purpose local governments publish within six months of the close of each fiscal period a complete set of financial statements presented in conformity with GAAP and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants. The ACFR, as presented to the City Council, complies with all State of Illinois reporting and submittal requirements. An electronic copy has been available on the City's website since June 11, 2025 and paper copies are available for inspection upon request.

The ACFR is a thorough, detailed presentation of the City's financial position and activities for the year. As indicated in the ACFR, the auditors note:

> In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, the aggregate remaining fund information of the City of Crystal Lake, Illinois as of December 31, 2024, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

The ACFR is a valuable tool that enables City officials and investors to make financial decisions from sound and timely information. The report provides an independently audited accounting of the financial condition of the City. The ACFR contains a set of financial statements comprising the financial report of the City that complies with the accounting requirements promulgated by the Governmental Accounting Standards Board (GASB). The document is composed of three sections: Introductory, Financial and Statistical.

For the thirty-fifth consecutive year, the City's financial report has been prepared to comply with the high standards of the Government Finance Officers Association (GFOA) Certificate of Conformance for Excellence in Financial Reporting Award Program criteria (ACFR Program). The GFOA established the ACFR Program to encourage and assist state and local governments to go beyond the minimum requirements of preparing annual financial statements. Reports submitted to the ACFR program are reviewed by selected members of the GFOA professional staff and the GFOA Special Review Committee, comprised of individuals with expertise in public-sector financial reporting and includes financial statement preparers, independent auditors, academics, and other finance professionals. As the City has earned the award for the 2023/24 ACFR, the 2022/23 Popular Annual Financial Report (PAFR) and the 2025 Budget, GFOA considers the City of Crystal Lake a Triple Crown City.

A representative from Sikich LLP, the auditing firm, plans to be in attendance at the City Council meeting to answer any questions. Staff from the Finance Department will also be in attendance and available.

Recommendation:

It is staff's recommendation to adopt a Resolution accepting the Annual Comprehensive Financial Report of the City of Crystal Lake for the Fiscal Year ending December 31, 2024.

Votes Required to Pass:

Simple majority

Res. 25R-

RESOLUTION TO ACCEPT THE COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE CITY OF CRYSTAL LAKE FOR THE EIGHT MONTHS ENDING DECEMBER 31, 2024

WHEREAS, the City of Crystal Lake has prepared financial statements provided for in an Annual Comprehensive Financial Report ("ACFR") for the eight months ended December 31, 2024; and

WHEREAS, Sikich LLP, an independent audit firm, ("Auditor") has audited the financial statements contained in the ACFR of the City of Crystal Lake in accordance with Generally Accepted Accounting Standards and Government Auditing Standards; and

WHEREAS, it is the Auditor's responsibility to express an opinion on these financial statements based upon their audit; and

WHEREAS, in the opinion of the Auditor, the financial statements as audited present fairly, in all material respects, the financial position of the City of Crystal Lake as of December 31, 2024, and the results of its operations for the eight months then ended in conformity with Generally Accepted Accounting Principles; and

WHEREAS, the Auditor has presented the information from the audit to the City Council in person during the June 17, 2025 City Council meeting.

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

Section 1. The City Council be and hereby accepts the audited Annual Comprehensive Financial Report, the Communication with those Charged with Governance, and Management Letter for the City of Crystal Lake for the fiscal year ending December 31, 2024.

Section 2. City Staff is directed to post all required documents per Public Act 098-0738 on the City of Crystal Lake website.

DATED this 17th day of June, 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL
ATTEST

_____
CITY CLERK

PASSED: June 17, 2025
APPROVED: June 17, 2025

Draft