CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING

City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
December 16, 2025
7:00 p.m.

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Approval of Minutes – December 2, 2025 Regular Meeting**

5. **Accounts Payable**

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

7. **Mayor's Report**

8. **City Council Reports**

9. **Consent Agenda**
   a. **Resolution Approving 2026 Revised City Council Meeting Schedule**
   b. **City Code Chapter 175 Amendment – Bicycles and Low Speed Electric Vehicles**
   c. **Actions Related to the Civic Center Authority**

10. **New Retailer Investment Grant Funds for Distorted Soda & Sandwiches, 135 N. Main Street, requesting $10,000 in matching grant funds**

11. **80-82 South Williams Street - Rezoning from R-2 Single-Family Residential to R-3A Two-Family Residential with the following Variations: Lot width of 65.88 feet, instead of the minimum required 75 feet (for two units); Hard surface coverage of 64%, instead of the maximum allowed 60%; front yard setback of 22.13 feet, instead of the minimum required 30 feet; and north property line setbacks of 5.15 feet instead of the minimum required 7 feet**

12. **Bid Award – Salt for Water Treatment**

13. **Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and authorization to enter into a contract with Mid-American Elevator Company, Inc. for emergency elevator repairs at the Municipal Complex in the amount of $55,240.00**

14. **Contract Authorization – Integrated Supply Agreement**

15. **Resolution Amendment - Construction Engineering Services for the Re-Establish (Daylight) Crystal Creek Project**

16. **Bid Award – Crystal Creek Daylighting Project Phase 1 and Phase 2**

17. Ordinance waiving the formal procurement requirements under City Code Section 102-3 and authorization to enter into a purchase agreement with Axon Enterprises, Inc. to purchase body-worn cameras, in-car camera systems, and Tasers

18. Council Inquiries and Requests

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

20. Reconvene to Regular Session

21. Adjourn

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

Agenda Item No: 9a

City Council
Agenda Supplement

Meeting Date: December 16, 2025

Item: Resolution Approving Revised 2026 City Council Meeting Schedule

Staff Recommendation: Adoption of the Resolution Approving Revised 2026 City Council Meeting Schedule

Staff Contact: Eric T. Helm, City Manager

Background:
This Resolution approves the revised 2026 schedule of City Council meetings. The Illinois Open Meetings Act requires the annual approval and publishing of the City Council meetings.

New legislation passed by the State of Illinois prohibits public meetings from being held on election days. In 2026, this would include November 3, 2026 and March 17, 2026, which were included on the previously approved list. The revised list does not include those dates, to follow newly-adopted State law. If a meeting is needed to replace the cancelled meeting, an alternative Tuesday can be utilized.

Votes Required to Pass:
Simple majority

Res. 25R-

The City of Crystal Lake

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that pursuant to the Illinois Open Meetings Act, 5 ILCS 120/2, which requires public notice of an annual meeting schedule, the City Council approves the attached revised 2026 Calendar of Regularly Scheduled Meetings and authorizes its publication.

DATED this 16th day of December, 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Hammonds, CITY CLERK

Passed: December 16, 2025
Approved: December 16, 2025

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CITY OF CRYSTAL LAKE 2026 CALENDAR OF REGULARLY SCHEDULED MEETINGS

The following schedule designates the place, time, and date of all regularly scheduled meetings of the City Council, Boards and Commissions. For further information, please call the City Manager's Office at (815) 459-2020.

CITY COUNCIL

Place: Aaron T. Shepley City Hall, City Council Chambers, 100 W. Woodstock Street
Date: 1st and 3rd Tuesday
Time: 7:00 p.m.

January 6, 20	**April 7, 21**	**July 7, 21**	**October 6, 20**
February 3, 17	**May 5, 19**	**August 4, 18**	**November 17**
March 3	**June 2, 16**	**September 1, 15**	**December 1, 15**

Workshop Meetings

Place: Aaron T. Shepley City Hall, City Council Chambers, 100 W. Woodstock Street
Date: 2nd and 4th Tuesday
Time: 7:00 p.m.

January 13, 27	**April 14, 28**	**July 14, 28**	**October 13, 27**
February 10, 24	**May 12, 26**	**August 11, 25**	**November 10, 24**
March 10, 24	**June 9, 23**	**September 8, 22**	**December 8, 22**

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Agenda Item No: 9b

City Council
Agenda Supplement

Meeting Date: December 16, 2025

Item: City Code Chapter 175 Amendment – Bicycles and Low Speed Electric Vehicles

Recommendation: Motion to adopt an Ordinance amending Chapter 175 of the City Code regarding Bicycles and Low Speed Electric Vehicles

Staff Contact: James Black, Police Chief
Nick Hammonds, Deputy City Manager

Background:

The City Council adopted regulations regarding bicycles and low-speed electric vehicles at the November 18, 2025 City Council meeting. Age restrictions were proposed for Class 1 and Class 2 E-bikes since State law does not currently include an age restrictions for these classes (State law does include an age restriction of 16 years or older for Class 3 E-bikes). However, the ordinance approved at the City Council meeting did not delineate an age restriction for E-bikes and E-scooters.

Despite the silence of an age limitation being specifically noted in the approved ordinance, City Special Legal Counsel believed that the enforcement of the ordinance could still be completed under Section 175-3D. However, for clarity, City staff recommends defining specific age requirements for these two classes of E-bikes and E-scooters in the ordinance. This will aid in enforcement and clarity for the public.

In addition, the State of Illinois changed the definition of "bicycle" effective on January 1, 2026. City staff recommends that the City Code be amended to clarify the definition of "bicycle" in line with state statute. The attached ordinance is amended to include the updated bicycle definition and age requirements.

Recommendation:

Staff recommends amending City Code Chapter 175 to update the definition of a bicycle in accordance with State statute and include the following age restrictions for E-bikes and E-scooters.

§ 175-1. Definition.

As used in this chapter, the following terms shall have the meanings indicated:

BICYCLE: Every device propelled by human power upon which any person may ride, having two tandem wheels either of which is over 16 inches in diameter**, and every**

bicycle as defined by Section 1-106 (Bicycle) of Chapter 1 (Title and Definitions) of the Illinois Vehicle Code (625 ILCS 5/1-106 and as amended from time to time).

S. Age Restrictions.

(1) It is unlawful for any person under the age of 18 years to operate a low-speed or high-speed electric scooter within the corporate limits of the City.

(2) It is unlawful for any person under the age of 16 years to operate a Class 1, Class 2, or Class 3 electric bicycle within the corporate limits of the City.

Votes Required to Pass:

Simple majority.

ORDINANCE NO. ____

FILE NO. ___

CITY OF CRYSTAL LAKE

AN ORDINANCE AMENDING CHAPTER 175 OF THE CITY CODE REGARDING BICYCLES AND OTHER LOW-SPEED VEHICLES

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

WHEREAS, in accordance with Article VII, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

WHEREAS, the City is authorized to regulate the use of its streets and municipal property pursuant to 65 ILCS 5/11-80-2; and

WHEREAS, the City is also authorized to regulate the use of sidewalks pursuant to 65 ILCS 5/11-80-13; and

WHEREAS, the City is further authorized to regulate the use of low-speed electric bicycles and low-speed gas bicycles pursuant to 625 ILCS 5/11-208(a)(8); and

WHEREAS, the Illinois General Assembly adopted Public Act 103-0899 to regulate certain types of low-speed electric scooters; and

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WHEREAS, Public Act 103-0899 grants authority to municipalities to adopt additional regulations on low-speed electric scooters; and

WHEREAS, the usage of low-speed electric scooters and low-speed electric bicycles has greatly increased, and there are growing concerns related to the safe use of these low-speed motorized vehicles; and

WHEREAS, notwithstanding the City's home rule authority, the State has pre-empted home rule authority to the extent it is exercised in a manner that prevents uniformity in the general regulations of the Illinois Vehicle Code relating to the use of roads, 625 ILCS 5/11-208.2; and

WHEREAS, the City desires to exercise its home rule authority respecting the use of roads consistent with the authorizations of the Illinois Vehicle Code; and

WHEREAS, although the City endeavors to maintain its roads in safe conditions for motor vehicles, such road conditions may not always be appropriate for users of scooters and bicycles; and

WHEREAS, in an effort to protect the public health, safety, and welfare, the City has a clear and compelling interest in exercising its home rule authority as set forth herein; and

WHEREAS, the Mayor and City Council of the City have determined that it is appropriate, necessary, and in the best interests of the health, safety, and public welfare of the City and its residents to amend Chapter 175, entitled "Bicycles," of the City Code of Crystal Lake (the "***City Code***") as hereinafter set forth;

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

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

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SECTION TWO. Amendment to Chapter 175 of the City Code. Chapter 175, entitled "Bicycles," the City Code is hereby amended in its entirety, so that said Chapter shall hereafter be and reads as follows:

Chapter 175 Bicycles and Other Low-Speed Vehicles

§ 175-1. Definition.

As used in this chapter, the following terms shall have the meanings indicated:

BICYCLE: Every device propelled by human power upon which any person may ride, having two tandem wheels either of which is over 16 inches in diameter**, and every bicycle as defined by Section 1-106 (Bicycle) of Chapter 1 (Title and Definitions) of the Illinois Vehicle Code (625 ILCS 5/1-106 and as amended from time to time)**.

DEPARTMENT: The Department of Transportation of the State of Illinois.

HIGH-SPEED SCOOTERS: A device with 2 or 3 wheels, handlebars, and a floorboard that can be stood upon while riding, that is:

- **i. solely powered by an electric or gas motor and human power,**
- **ii. whose maximum speed, with or without human propulsion, is greater than 10 miles per hour, or**
  - **a. whose motor exceeds 750 watts if electric, or**
  - **b. whose gas-powered motor has at least 15 cubic centimeter displacement; and**
- **iii. for which the State of Illinois issues certificate of title documents, registration documents, and requires a valid driver's license to operate.**

LOW-SPEED ELECTRIC BICYCLE: A bicycle equipped with fully operable pedals and an electric motor of less than 750 watts that meets the requirements of one of the following classes:

(a) "Class 1 low-speed electric bicycle" means a low-speed electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of 20 miles per hour.

(b) "Class 2 low-speed electric bicycle" means a low-speed electric bicycle equipped with a motor that may be used exclusively to propel the bicycle

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and that is not capable of providing assistance when the bicycle reaches a speed of 20 miles per hour.

(c) "Class 3 low-speed electric bicycle" means a low-speed electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of 28 miles per hour.

A "low-speed electric bicycle" is not a moped or a motor driven cycle.

LOW-SPEED ELECTRIC SCOOTER: A device weighing less than 100 pounds, with 2 or 3 wheels, handlebars, and a floorboard that can be stood upon while riding, that is solely powered by an electric motor and human power, and whose maximum speed, with or without human propulsion, is no more than 10 miles per hour. "Low-speed electric scooter" does not include a moped or motor-driven cycle.

LOW-SPEED GAS BICYCLE: A 2-wheeled or 3-wheeled device with fully operable pedals and a gasoline motor of less than one horsepower or 15 cubic centimeter displacement that is operated at speeds of less than 20 miles per hour.

MOTOR DRIVEN VEHICLE: A low-speed electric bicycle, low-speed electric scooter, or high-speed scooter.

PERSONAL MOBILITY DEVICE: Any self-propelled vehicle, including a three-wheeled vehicle, designed for and used by a person with disabilities, that is incapable of speed in excess of eight miles per hour on level ground.

§ 175-2. Lamps and other equipment.

A. Every bicycle **and motor driven vehicle**, when in use at nighttime, shall be equipped with a lamp on the front which shall emit a white light visible from a distance of at least 500 feet to the front and with a red reflector on the rear of a type approved by the Department ~~of Transportation~~ which shall be visible from all distances from 100 feet to 600 feet to the rear when directly in front of lawful lower beams of headlamps on a motor vehicle. A lamp emitting a red light visible from a distance of 500 feet to the rear may be used in addition to the red reflector.

B. A bicycle **or motor driven vehicle** shall not be equipped with**,** nor shall any person use upon a bicycle **or motor driven vehicle,** any siren.

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C. Every bicycle **and motor driven vehicle** shall be equipped with a brake which will adequately control movement of and stop and hold such bicycle **or motor driven vehicle**.

D. No person shall sell a new bicycle**, low-speed electric bicycle, or low-speed gas bicycle,** or pedal for use on a bicycle**, low-speed electric bicycle, or low-speed gas bicycle** that is not equipped with a reflex reflector conforming to specifications prescribed by the Department, on each pedal, visible from the front and rear of the bicycle during darkness from a distance of 200 feet.

E. No person shall sell or offer for sale a new bicycle**, low-speed electric bicycle, or low-speed gas bicycle** that is not equipped with side reflectors. Such reflectors shall be visible from each side of the bicycle**, low-speed electric bicycle, or low-speed gas bicycle** from a distance of 500 feet and shall be essentially colorless or red to the rear of the center of the bicycle**, low-speed electric bicycle, or low-speed gas bicycle** and essentially colorless or amber to the front of the center of the bicycle**, low-speed electric bicycle, or low-speed gas bicycle** provided. The requirements of this subsection may be met by reflective materials which shall be at least 3/16 of an inch wide on each side of each tire or rim to indicate as clearly as possible the continuous circular shape and size of the tires or rims of such bicycle**, low-speed electric bicycle, or low-speed gas bicycle** and which reflective materials may be of the same color on both the front and rear tire or rim. Such reflectors shall conform to specifications prescribed by the Department.

F. No person shall sell or offer for sale a new bicycle**, low-speed electric bicycle, or low-speed gas bicycle** that is not equipped with an essentially colorless front-facing reflector.

G. Each Class 3 low-speed electric bicycle shall be equipped with a speedometer that displays the speed the bicycle is traveling in miles per hour.

H. All individuals operating motor driven vehicles must maintain the motor driven vehicle in good working condition.

I. Alterations. It is unlawful for any person to use a motor driven vehicle in the City that has been altered from its original manufactured design to change the vehicle's speed, method of propulsion, braking, or other operations, such as by removing pedals, chains, or adding a throttle.

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§ 175-3. Failure to comply; responsibility of parents; applicability.

A. It shall be considered a misdemeanor for any person to do any act forbidden or fail to perform any act required in this chapter.

B. The parent or guardian of any juvenile shall not authorize or knowingly permit a juvenile to violate any of the provisions of this chapter.

C. These regulations applicable to bicycles shall apply whenever a bicycle is operated upon any street **or sidewalk** or upon any public path set aside for the exclusive use of bicycles, subject to those exceptions stated herein.

D. Every person operating a bicycle or motor driven vehicle in the City shall comply with all of the regulations set forth in Chapter 11 (Rules of the Road), Article XV (Bicycles) of the Illinois Vehicle Code (625 ILCS 5/11-1501 through 11-1518, inclusive, and as amended from time to time) and shall also be subject to the regulations of this Chapter. In the event of any conflict between the provisions of this Chapter 175 and the provisions of the Illinois Vehicle Code, the more restrictive provision shall apply as determined by the City.

~~§ 175-4. Bicycle license required.~~

~~A. License application. Application for a bicycle license and license plate shall be made upon a form provided by the City and shall be made to the Chief of Police or his/her designated representative.~~

~~B. Issuance of license.~~

~~(1) The Police Department, upon receiving proper application therefor is authorized to issue a bicycle license which shall be effective as long as the bicycle is in service in the City or until transfer of ownership of said bicycle.~~

~~(2) The Police Department shall not issue a license for any bicycle when it knows, or has reasonable ground to believe, that the applicant is not the owner of or entitled to the possession of the bicycle.~~

~~(3) The Police Department shall keep a record of the number of each license, the date issued, the name and address of the person to whom issued and the number on the frame of the bicycle for which said license is issued.~~

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~~C. Attachment of license plates.~~

~~(1) The Police Department, upon issuing a license, shall also issue a license plate bearing the license number assigned to the bicycle and the name of the City.~~

~~(2) The license plates shall be firmly attached to the frame of the bicycle for which issued in such position to be plainly visible.~~

(3) ~~No person shall remove a license plate from a bicycle during the period of which it is issued except upon a transfer of ownership or in the event the bicycle is dismantled and no longer operated upon any street in the City.~~

~~§ 175-5. Inspection of bicycles.~~

~~A member of the Police Department shall inspect each bicycle before licensing the same and shall refuse a license for any bicycle which he/she determines is in unsafe mechanical condition.~~

~~§ 175-6. Transfer of ownership.~~

~~Upon the sale or other transfer of a licensed bicycle, the licensee shall remove the license plate and shall either surrender the same to the Director of Finance or may, upon proper application, have said plate assigned to another bicycle owned by the applicant.~~

§ 175-**4**~~7~~. Rental agencies.

A rental agency shall not rent or offer any bicycle **or motor driven vehicle** for rent unless ~~the bicycle is licensed and a license plate is attached thereto as provided herein and~~ such bicycle **or motor driven vehicle** is equipped with the lamps and equipment required in this chapter.

§ 175-**5**~~8~~. Traffic rules for bicycles **and motor driven vehicles**.

A. **In General.** Every person riding a bicycle **or motor driven vehicle** upon a street or roadway shall be subject to the provisions of the traffic ordinances of this City applicable to the driver of a vehicle except as to special regulations in this chapter and except as to those provisions of the ordinances which, by their nature, can have no application.

B. Obedience to traffic control devices. Any person operating a bicycle **or motor driven vehicle** shall obey the instructions of official traffic signals, signs and other control devices applicable to vehicles, unless otherwise directed by a police officer.

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C. **Compliance with Signage.** Whenever authorized signs are erected that no right or left turn or U-turn is permitted, no person operating a bicycle **or motor driven vehicle** shall disobey the direction of any such sign, except where such person dismounts from the bicycle to make any such turn, in which event such person shall then obey the regulations applicable to pedestrians.

D. Riding on bicycles. A person propelling a bicycle **or low-speed electric bicycle** shall not ride other than upon or astride a permanent and regular seat attached thereto.

E. **Capacity.** No bicycle **or motor driven vehicle** shall be used to carry more persons at one time than the number for which it is designed and equipped, except that an adult rider **of a bicycle or low-speed electric bicycle** may carry a juvenile securely attached to his/her person in a backpack or sling.

F. **Reasonable care.** No person shall operate a bicycle **or motor driven vehicle** at a speed greater than is reasonable and prudent under the conditions existing at the time and place. **No person operating a motor driven vehicle upon a public street may exceed the posted speed limit on that street.**

G. Riding on right. Every person operating a bicycle **or motor driven vehicle** on a roadway shall ride as near the righthand side of the roadway as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction.

H. Emerging from alley or driveway. The operator of a bicycle **or motor driven vehicle** emerging from an alley, driveway or building shall, upon approaching a sidewalk or the sidewalk area extending across any alleyway, yield the right-of-way to all pedestrians approaching on said sidewalk or sidewalk area, and upon entering the roadway shall yield the right-of-way to all vehicles approaching on said roadway.

I. Clinging to vehicles. No person riding upon a bicycle **or motor driven vehicle** shall attach the same or himself or herself to any automobile or vehicle upon a roadway.

J. Riding in a group. Persons operating a bicycle **or motor driven vehicle** upon a street or roadway shall not ride more than two abreast except on paths or parts of roadways set aside for the exclusive use of bicycles.

K. Carrying articles. No person operating a bicycle **or motor driven vehicle** shall carry any package, bundle or article which prevents the use of both hands in control and operation of the bicycle **or motor driven vehicle**. A person

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operating a bicycle **or motor driven vehicle** shall keep at least one hand on the handlebars at all times.

L. Parking. No person shall park a bicycle **or motor driven vehicle** upon a street other than upon the roadway against the curb or upon the sidewalk in a rack to support the bicycle **or motor driven vehicle,** or against a building or at the curb, in such manner as to afford the least obstruction in pedestrian traffic.

M. Bicycle paths. Whenever a usable path has been provided adjacent to a roadway, bicycle riders shall use the path and not ride on the roadway.

N. ~~Riding on sidewalks~~ **Location restrictions**.

(1) No person shall ride a bicycle **or motor driven vehicle** on a sidewalk within a business district.

(2) The Chief of Police is authorized to erect signs on any sidewalk or roadway prohibiting the riding of bicycles **or motor driven vehicles** thereon by any person, and, when such signs are in place, no person shall disobey the same.

(3) Whenever any person is riding a bicycle **or motor driven vehicle** upon any sidewalk**, or motor driven vehicle upon any** ~~or~~ roadway, such person shall yield the right-of-way to all pedestrians and shall give an audible signal before overtaking and passing such pedestrian.

(4) A person may not operate a low-speed electric scooter or high-speed scooter (i) on any public street or any State highways within the City having a speed limit in excess of 35 miles per hour, (ii) on any sidewalk within the City, or (iii) where prohibited by signage; provided that a low-speed electric scooter may be driven across a public street within a designated crosswalk and may be driven upon a bicycle path.

(5) A person may not operate a low-speed electric bicycle upon any sidewalk within the City or where prohibited by signage. Low-speed electric bicycles may be operated upon streets and bicycle paths.

O. Impairment. A person may not operate a bicycle or motor driven vehicle under the influence of alcohol or any drug.

P. Low-speed gas bicycles. For purposes of this Section 175-5, low-speed gas bicycles shall be subject to the same requirements and standards as Class 3 low-speed electric bicycles.

Q. High-speed scooters. A person operating a high-speed scooter must comply all applicable provisions of the Illinois Vehicle Code, including, without

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limitation, any and all license, registration, title, and insurance requirements.

R. Use of Roadways. Notwithstanding any provisions in the City Code authorizing the use of any types of scooters or bicycles on public streets and roadways within the City, such streets and roadways of the City are not intended to serve such scooters and bicycles.

S. Age Restrictions.

(1) It is unlawful for any person under the age of 18 years to operate a low-speed or high-speed electric scooter within the corporate limits of the City.

(2) It is unlawful for any person under the age of 16 years to operate a Class 1, Class 2, or Class 3 electric bicycle within the corporate limits of the City.

§ 175-6. Exemptions.

The following are exempt from the prohibitions contained in this Chapter 175:

A. Any police vehicle, fire vehicle, municipal vehicle, park district vehicle, vehicle owned by another unit of State or local government, operated by an employee in the course of his or her duties;

B. Personal mobility devices, except that Section 175-3 shall apply.

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

PASSED THIS 16th day of December, 2025.

AYES: ( )

NAYS: ( )

ABSENT: ( )

APPROVED THIS 16th day of December, 2025.

_____
Haig Haleblian, Mayor

ATTEST:

_____
Nick Hammonds, City Clerk

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Agenda Item No: 9c

City Council
Agenda Supplement

Meeting Date: December 16, 2025

Item: Actions Related to the Civic Center Authority

Staff Recommendation(s): 1) Motion to adopt a Resolution approving the consolidation of the Crystal Lake Civic Center Authority Into the City of Crystal Lake and Agreeing to Accept the Functions of the Crystal Lake Civic Center Authority.

2) Motion to approve the minutes of the December 2, 2025 Civic Center Authority Meeting.

Staff Contact: Eric Helm, City Manager
Victor Filippini, City Special Legal Counsel

Background:
At the October 21, 2025 City Council meeting, the City Council appointed members of the Civic Center Authority Board (CCA). The Crystal Lake Civic Center Authority was created by Public Act 90-328 which became effective January 1, 1998. The Board of the Civic Center Authority consists of 9 members appointed by the Mayor with the advice and consent of the Crystal Lake City Council. The Crystal Lake Civic Center Authority is the owner of the properties at 26 N. Williams Street (a/k/a the Raue Center). The Raue Center building was purchased by the Civic Center Authority using proceeds from the estate of Lucille Raue, longtime City resident. The Lucille Raue Estate also provided approximately $4 million toward the renovation of the Raue Center building, which had previously been known as the El Tovar Theatre. The first performance held at the Raue Center was in September 2001.

Since the CCA membership was refreshed in October, the CCA has conducted two meetings. On October 23, 2025 it authorized a lease termination agreement with Home State Bank and approved a new lease with the Raue Center for the Arts. A second meeting was held on December 2, 2025, where the CCA adopted a resolution authorizing the consolidation of the CCA into the City of Crystal Lake. The proposed resolution for the City Council's consideration will approve the consolidation and authorize the City to accept the functions of the CCA.

The resolution will also allow the City to assume the rights, powers, duties, assets, property, liabilities, indebtedness, obligations, bonding authority, taxing authority and responsibilities of the CCA. Since the CCA has no staff or revenue sources, the consolidation of the CCA into the City will be in the best interest of the community.

The CCA currently has a lease with the RCFA for the use of the building. As part of the assumption of the CCA's responsibilities, the City will assume this lease per the existing terms. The CCA has no debt and one asset, the Raue Building at 26 N. Williams Street. As part of the CCA resolution adopted at the December 2nd meeting, it will convey the deed for the building to the City of Crystal Lake, as well as convey any records or other property that the City may be holding for the CCA via a bill of sale for $10.

Also, if the City Council approves the resolution, it will have has assumed the responsibilities of approving the CCA the minutes of the December 2, 2025 CCA meeting. This approval is scheduled to occur immediately following the approval of the CCA consolidation resolution.

Recommendation:

City staff recommends the adoption of the attached resolution in accordance with Section 2-165 of the Civic Center Code, 70 ILCS 200/2-165 and the approval of the attached minutes. Following the adoption of the resolution, City staff will notify the Illinois Secretary of State or other appropriate agency regarding the dissolution.

Votes Required to Pass:

Simple Majority

RESOLUTION APPROVING CONSOLIDATION OF CRYSTAL LAKE CIVIC CENTER AUTHORITY INTO THE CITY OF CRYSTAL LAKE AND AGREEING TO ACCEPT THE FUNCTIONS OF THE CRYSTAL LAKE CIVIC CENTER AUTHORITY

WHEREAS, the City of Crystal Lake (the "***City***") is an Illinois home rule municipality pursuant to Article VII, Section 6 of the Illinois Constitution; and

WHEREAS, the Crystal Lake Civic Center Authority (the "***CCA***") is a unit of local government operating under Article VII, Section 1 of the Illinois Constitution and the Civic Center Code, 70 ILCS 200; and

WHEREAS, the CCA operates exclusively within, and is therefore coterminous with, the corporate limits of the City; and

WHEREAS, the CCA employs no staff, but utilizes the staff and consultants of the City for its operations; and

WHEREAS, the CCA is the owner of certain property commonly known as 26 N. Williams Street in Crystal Lake, Illinois and parcels adjacent thereto (the "***Raue Center Property***"); and

WHEREAS, the CCA has entered into a long-term lease of the Raue Center Property (the "***Lease***"), which Lease places all burdens for maintenance and repair of the Raue Center Property on the lessee; and

WHEREAS, except for the Raue Center Property, the CCA owns no real property, bears no indebtedness, and conducts its operations from the City Hall of the City; and

WHEREAS, except for its official records that are maintained by the City, the CCA does not have any tangible property; and

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WHEREAS, pursuant to Section 2-165 of the Civic Center Code, 70 ILCS 200/2-165, the CCA can be consolidated into the City upon approval of the CCA Board and agreement by resolution of the City; and

WHEREAS, the CCA Board has approved a "Resolution Approving and Authorizing the Consolidation of the Crystal Lake Civic Center Authority Into the City of Crystal Lake" (the "***CCA Resolution***"), a copy of which is attached as Exhibit A to this Resolution; and

WHEREAS, the Mayor and City Council of the City (the "***City Council***") have determined that it is in the best interests of the City, its residents, and the Crystal Lake community to agree to accept the functions and jurisdiction of the CCA so that the CCA may cease operations, and thereupon have the City assume all the rights, powers, duties, assets, property, liabilities, indebtedness, obligations, bonding authority, taxing authority, and responsibilities of the CCA, all in accordance with Section 2-165 of the Civic Center Code, 70 ILCS 200/2-165;

WHEREAS, the City Council further finds and determines that consolidating the CCA into the City in accordance with Section 2-165 of the Civic Center Code will not disrupt the functions heretofore performed by the CCA and will enhance the efficiency of government relating to the CCA and the City;

Draft

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

SECTION 1: Recitals. The foregoing recitals are incorporated into and made a part of this Resolution as the findings and determinations of the City Council.

SECTION 2: Acceptance and Agreement to Assume CCR Responsibilities. The City Council hereby agrees by this Resolution to accept the functions and jurisdiction of the CCA, and thereupon have all the rights, powers, duties, assets, property, liabilities, indebtedness, obligations, bonding authority, taxing authority, and responsibilities of the CCA (collectively, the "***CCA***

Duties") vest in and be assumed by the City. In furtherance of the City's acceptance and agreement to assume the CCA Duties, the City Council authorizes and directs the Mayor and City Clerk to execute and attest the "Acknowledgement and Agreement" attached as Exhibit 1 to the CCA Resolution on behalf of the City.

SECTION 3: Further Actions; Notifications. In furtherance of the City's agreement to accept the CCA Duties, the City Council directs the City Manager:

a. To undertake or cause to be undertaken all actions necessary or appropriate to ensure that the CCA Duties are performed;

b. To record or cause to be recorded the deed from the CCA to the City for the Raue Center Property, as provided for in the CCA Resolution;

c. To provide any legally required notifications regarding the dissolution of the CCA pursuant to the CCA Resolution and this Resolution; and

d. To do all things necessary or appropriate in furtherance of the dissolution of the CCA in accordance with Section 2-165 of the Civic Center Code, 70 ILCS 200/2-165.

Draft

Section 3: Effective Date. This Resolution shall take effect and be in full force and effect immediately upon and after its passage and approval.

DATED this 16th day of December, 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: December 16, 2025
APPROVED: December 16, 2025

EXHIBIT A

CCA Resolution

4904-8232-1024, v. 2

4904-8232-1024, v. 2

Draft

RESOLUTION #2025-R-3

CRYSTAL LAKE CIVIC CENTER AUTHORITY

RESOLUTION APPROVING AND AUTHORIZING THE CONSOLIDATION OF THE CRYSTAL LAKE CIVIC CENTER AUTHORITY INTO THE CITY OF CRYSTAL LAKE

WHEREAS, the Crystal Lake Civic Center Authority (the "***CCA***") is a duly constituted civic center authority pursuant to 70 ILCS 200 (the "***Civic Center Code***"), located and operating wholly within the corporate limits of the City of Crystal Lake (the "***City***") and being coterminous therewith; and

WHEREAS, the CCA employs no staff, but utilizes the [illegible] consultants of the City for its operations; and

WHEREAS, the CCA is the owner [illegible] known as 26 N. Williams Street in Crystal Lake. [illegible] adja[illegible] (the "***Raue Center Property***"); and

WHEREAS, the C[illegible] a l[illegible] erm lease of the Raue Center Property (the "***Lease***"), which Lease places a[illegible] maintenance and repair of the Raue Center Property on the lessee; and

WHEREAS, except for the Raue Center Property, the CCA owns no real property, bears no indebtedness, and conducts its operations from the City Hall of the City; and

WHEREAS, except for its official records that are maintained by the City, the CCA does not have any tangible property; and

WHEREAS, pursuant to Section 2-165 of the Civic Center Code, 70 ILCS 200/2-165, the CCA can be consolidated into the City upon approval of the CCA Board and agreement by resolution of the City; and

WHEREAS, because the City already provides the administrative functions of the CCA

Draft

and already maintains the records of the CCA, and because the Lease for the Raue Center Property is assignable to the City under its terms, the CCA Board believes that it is in the best interests of the CCA and the Crystal Lake community that it serves to consolidate the CCA into the City; and

WHEREAS, the CCA Board further finds and determines that consolidating the CCA into the City in accordance with Section 2-165 of the Civic Center Code will not disrupt the functions heretofore performed by the CCA and will enhance the efficiency of government relating to the CCA and the City;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Crystal Lake Civic Center Authority, Crystal Lake, McHenry County, Illinois:

Section 1: Recitals. The foregoing recitals ar[illegible] by [illegible]ed [illegible] he findings of the Board of the CCA and are incorporated by this re[illegible] into t[illegible] so.

Section 2: Approval and [illegible]ion of [illegible]or sol[illegible]on [illegible] the CCA into the City.

a. The Boa[illegible]d of t[illegible]e CC[illegible] ere[illegible] ro[illegible] an[illegible] authorizes the consolidation of the CCA into the City, whic[illegible]ion [illegible]l b[illegible]ected upon: (i) the City adopting a resolution agreeing to accept such co[illegible]on[illegible] and (ii) the Mayor and Clerk of the City signing the "Acknowledgement and Agreement" attached to this Resolution as Exhibit 1 (collectively, the "***City Agreement***").

b. Upon the City taking all actions to demonstrate the City Agreement as identified in Section 2.a (the "***City Actions***"), all the rights, powers, duties, assets, property, liabilities, indebtedness, obligations, bonding authority, taxing authority, and responsibilities of the CCA shall vest in and be assumed by the City.

c. Upon completion of the City Actions, the CCA Board and CCA shall immediately be dissolved and shall have no further functions or purpose. To the extent that any matter arises

Draft

relating to the CCA after the dissolution, such matter shall be a matter for the City to address.

Section 3: Conveyances to the City. Subject to the City taking the City Actions, the CCA shall deliver to the City the executed deed for the Raue Center Property that is attached to this Resolution as Exhibit 2 (the "***Raue Deed***") and the bill of sale of all tangible and intangible property and property interests of the CCA that is attached to this Resolution as Exhibit 3 (the "***CCA Bill of Sale***"). Immediately upon the passage and approval of this Resolution, the Chair of the CCA is authorized and directed to execute the Raue Deed and the CCA Bill of Sale on behalf of the CCA.

Section 4: Effective Date: This Resolution shall take eff[illegible] t a[illegible] be in full force and effect immediately upon and after its passage and approval [illegible] to th[illegible]ity [illegible]reement.

ADOPTED this 2nd day of De[illegible] 025 [illegible]nt [illegible] a[illegible] al[illegible] vote as follows:

AYES: 8

NAYS: 0

APPROVED this 2nd day of D[illegible]r, 2025.

Robert Atkinson, Chair

ATTEST:

Josh Turk, Secretary

Draft

EXHIBIT 1

Acknowledgement and Agreement

The undersigned Haig Haleblian, as Mayor of the City of Crystal Lake (the "***City***"), hereby acknowledge that the City Council of the City did adopt a resolution agreeing to accept the functions and jurisdiction of the Crystal Lake Civic Center Authority (the "***CCA***") and thereupon consolidate the authority and responsibilities of the CCA into the City in accordance with 70 ILCS 200/2-165.

CITY OF CRYSTAL LAKE

Dated:_____

By:_____
Haig Haleblian, Mayor

ATTEST:

_____
Nick Hammonds, City Clerk

Draft

EXHIBIT 2

Raue Deed

Draft

EXHIBIT 3

CCA Bill of Sale

4913-9994-5596, v. 1

Draft

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS, THAT **CRYSTAL LAKE CIVIC CENTER AUTHORITY**, an Illinois special district and unit of local government created pursuant to state law ("***Grantor***"), in consideration of Ten Dollars and 00/100 ($10.00) in hand paid, the receipt whereof is hereby acknowledged, does hereby agree, bargain, sell and deliver unto **CITY OF CRYSTAL LAKE**, an Illinois municipality ("***Grantee***"), all goods and chattels, as well as all accounts, rights, title, and interest in any and all intangible property rights and interests that may belong to or otherwise be associated with Grantor (collectively, the "***Goods and Chattels***").

TO HAVE AND TO HOLD the said Goods and Chattels unto the said Grantee, and its successors and assigns, to their own proper use and benefit forever.

Grantor represents and warrants itself to be the true and lawful owner of said Goods and Chattels, it has full power, good right and lawful authority to dispose of said Goods and Chattels, in manner as aforesaid. **GRANTEE ACKNOWLEDGES AND AGREES THAT IT ACCEPTS THE GOODS AND CHATTELS AS-IS, WHERE-IS, WITHOUT ANY WARRANTY OF FITNESS, AND WITHOUT ANY WARRANTY OF USE FOR A PARTICULAR PURPOSE.**

IN WITNESS WHEREOF, authorized representatives of the parties hereto have unto set their hands and seals on or before this 5 day of December, 2025.

CRYSTAL LAKE CIVIC CENTER AUTHORITY

By: _____

Its: Chairman

STATE OF ILLINOIS)
)ss
COUNTY OF MC HENRY)

I, Alaina Skurski, a Notary Public in and for said County and State aforesaid, do herby certify that Robert Atkinson, the Chair of the Crystal Lake Civic Center Authority, who is personally known to me, appeared before me this day in person and signed and sealed said instrument as his free and voluntary act, and as the free and voluntary act of said Crystal Lake Civic Center Authority, for the purposes herein set forth, pursuant to authority given by the Crystal Lake Civic Center Authority Board.

Given under my hand and notarial seal this 5 day of December, 2025.

Alaina Skurski
NOTARY PUBLIC

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

Draft

ACCEPTED:
CITY OF CRYSTAL LAKE

By: _____

Its: _____

STATE OF ILLINOIS)
)ss
COUNTY OF MC HENRY)

I, _____, a Notary Public in and for said County and State aforesaid, do herby certify that _____ _____, the _____ of the City of Crystal Lake, who is personally known to me, appeared before me this day in person and signed and sealed said instrument as his free and voluntary act, and as the free and voluntary act of said City of Crystal Lake, for the purposes herein set forth, pursuant to authority given by the City Council of the City of Crystal Lake.

Given under my hand and notarial seal this ____ day of _____, 2025.

_____
NOTARY PUBLIC

Draft

4918-1133-3756, v. 1

QUIT CLAIM DEED

PREPARED FOR/MAIL TO:
CITY OF CRYSTAL LAKE
(Attn: City Manager)
100 West Woodstock Street
Crystal Lake, Illinois 60014

THE **GRANTOR, CRYSTAL LAKE CIVIC CENTER AUT' RI** an Ill' is unit of local government operating pursuant to the Civic Center Code, 70 ILCS 20 Vest W dsto Street, Crystal Lake, IL 60014, for and in consideration of **TEN AND NO/100 VPS (**) a ther good and valuable considerations in hand paid;

CONVEYS AND QUIT CLAIMS to C CR ST LAKE, municipal corporation, all its interest in the following described real situat Co of M enry, State of Illinois, to wit:

AC L DESCRIPTION

Common Address: 26 N. Willi (pa 1 N. Williams Street, and 41 Grant Street, Crystal Lake IL 60014

Permanent Index Numbers 14-32-482-028, 14-32-482-029, and 14-32-482-002

Subject to covenants, restrictions, and easements of record.

This is a non-homestead property.

Dated this 5 day of December, 2025.

CRYSTAL LAKE CIVIC CENTER AUTHORITY,
an Illinois unit of local government

By: _____
Robert Atkinson, Chair

Draft

STATE OF ILLINOIS)
) ss.
COUNTY OF MCHENRY)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY THAT Robert Atkinson, Chair of the Crystal Lake Civic Center Authority,** personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and the free and voluntary act of said Civic Center Authority, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 5 day of December, 2025.

Notary Public

[SEAL]

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

Draft

Exempt under provisions of
35 ILCS 200/31-45(b), Propert de

Buyer Representative Date

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION

PARCEL 1:
LOT 1 IN THE CRYSTAL LAKE CIVIC CENTER RESUBDIVISION, BEING A SUBDIVISION OF LOT 8 AND PART OF LOT 9 IN BLOCK 15 OF THE ORIGINAL PLAT OF NUNDA, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 44 NORTH, RANGE 8EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 12, 2000 AS DOCUMENT NUMBER 2000R0024406 AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED AUGUST 3, 2000 AS DOCUMENT NUMBER 2000R0042129, IN MCHENRY COUNTY, ILLINOIS.

PARCEL 2:

LOT 10 IN BLOCK 15 IN THE ORIGINA[illegible] NU[illegible], B[illegible] A[illegible] OF THE EAST HALF OF THE SOUTHEAST QUAR[illegible] EC[illegible] ON[illegible], TOWN[illegible] 44 NORTH, RANGE 8 EAST OF THE THIRD PRINCIP[illegible] MAIN[illegible] RD[illegible] TO T[illegible] PLAT THEREOF RECORDED AUGUST 13, 1868 IN BOO[illegible] O[illegible] S, [illegible]96, IN MCHENRY COUNTY, ILLINOIS.

Draft

PROCEEDINGS OF THE
CIVIC CENTER AUTHORITY BOARD
100 West Woodstock Street, Crystal Lake IL
December 2, 2025
6:00 p.m.

Administration of Oath of Office
Mayor Haleblian administrated the oath of office to the appointed members of the Civic Center Authority present: Barb Glanz, Bill Hawes, Matt Turk, and Paul Leach.

Call to Order and Roll Call:
The meeting was called to order at 6:02 p.m.. Crystal Lake Civic Center Authority Board Members present were: Robert Atkinson, Bill Gronow, Brian Fowler, Paul Leach, Barb Glanz, Bill Hawes, and Matt Turk. Member John Green arrived at 6:04 p.m. Member Josh Turk was absent.

Mayor Haig Haleblian, City Manager Helm, and Special Counsel Victor Filippini were also present.

Approval of Minutes – October 23, 2025 Meeting
Member Gronow moved to approve the minutes of the October 23. 2025 Civic Center Authority Board meeting. Member Fowler seconded the motion. On voice vote, all voted yes. Motion passed.

Consideration of Resolution Approving and Authorizing the Consolidation of the Crystal Lake Civic Center Authority Into the City of Crystal Lake
Member John Green arrived at this point in the meeting.

Special Counsel Filippini provided an overview of this item. Following discussion, Board Member Fowler moved to adopt a resolution approving and authorizing the consolidation of the Crystal Lake Civic Center Authority into the City of Crystal Lake. Board Member Gronow seconded the motion. On roll call, all present voted yes (8-0). Motion Passed.

Public Comment
No one from the public wished to make a comment.

Adjourn
There being no further business, Board Member Turk moved to adjourn the meeting at 6:10 p.m. Board Member Hawes seconded the motion. By voice vote, all present voted yes. Motion passed.

Approved this 16th day of December, 2025:

_____
Haig Haleblian, Mayor

Attest:

_____
City Clerk
4933-3629-0688, v. 2

Draft

Agenda Item No: 10

City Council
Agenda Supplement

Meeting Date: December 16, 2025

Item: New Retailer Investment Grant Funds for Distorted Soda & Sandwiches, 135 N. Main Street, requesting $10,000 in matching grant funds

Recommendation: City Council's discretion:

1. Motion to award up to $10,000 in New Retailer Investment Grant Funds to Distorted Soda & Sandwiches located at 135 N. Main Street, and to adopt a Resolution authorizing the City Manager to execute the Grant Agreement with Distorted Soda & Sandwiches
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 (New Retailer Investment Grant) was introduced in 2011. This program includes the Retailer Façade and Commercial Tenant Improvement grant and provides 50/50 matching grant funds.

KEY FACTORS

- The owners of Distorted Soda & Sandwiches are looking to open a restaurant specializing in non-alcoholic drinks like dirty sodas, teas coffee, and protein drinks alongside handcrafted sandwiches, wraps, soups and charcuterie.
- The new location will have a 90's music theme.

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. The agreement does have provisions to recoup the grant in case the business closes before the required four-year period.

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

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

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

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

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

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

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 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*
Distorted Soda & Sandwiches	135 N. Main Street	*$10,000 Pending*	***12/16/25***	***$10,000***
Totals		***$20,000 Pending***		Pending

Votes Required to Pass:

A simple majority vote.

Res. 25R- 10

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 Distorted Soda & Sandwiches at 135 N. Main Street, for a New Retailer Investment Grant in an amount of up to $10,000.

DATED at Crystal Lake, Illinois, this 16th day of December 2025.

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
CITY CLERK

PASSED: December 16, 2025

APPROVED: December 16, 2025

Draft

2025- Distorted Soda & Sandwiches

135 N. Main Street





Distorted Soda & Sandwiches L.L.C.
135 N. MAIN ST.
Crystal Lake, IL
815-353-8059
Distortedmatt1@gmail.com

11/11/2025

To Mayor Haig Haleblain and City Council Members:

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

Distorted Soda & Sandwiches is looking to open in late November / early December 2025. We will be specializing in non-alcoholic drinks like dirty sodas, tea, coffee, protein drinks and more. We will also be offering handcrafted sandwiches, wraps, soups, and charcuterie. Distorted is a throw back to 90's music. We will be honoring that with our decor and choice of music playing in the establishment. All of us here at Distorted Soda & Sandwiches are thrilled to grow our business in the crystal lake community.

Our vision is to give the community a new place to come and enjoy good food, good music and good people. This grant would help us with executing our vision and help us purchase kitchen equipment and fixtures including tables and chairs, refrigeration and more.

Thank you again for considering my new business for this grant.

Sincerely,

Matthew Harrison

Owner of Distorted Soda & Sandwiches L.L.C.

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 Distorted Soda and Sandwiches LLC	Phone 815-353-8059
	Mailing Address 135 N. Main Street crystal lake	Fax
	Email Distorted Matt1 @gmail.com	IL Business Tax#

Property Information	Address for building for which grant is sought: 135 N. Main St.	
	Property Identification Number(s)	Phone 815-353-8059

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:

Tables and chairs, couches, light fixtures, cabinets, cantos, P.O.S. system, Meat and cheese slicers, coffee machine, Refrigeration, Oven, Freezers, Blenders, Decor, Exhaust Fans, Mirrors, Paint, Cold table, Stainless steel tables, Panni Press, Soup warmers, window blinds, Ice bins, Ice machine, Food Processors, Freezers, Sound system, cameras, Computer, Phones, Grease trap etc.

Continued on the next page

Application Checklist

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

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

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

Applicant(s) Signature _____ Date 11/11/25

Shopping Cart

Price



Bakery Display Cooler Case Counter top Desktop Semi-Circled Commercial

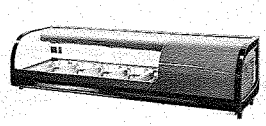
$2,057.00

In Stock

Shipped from: Cooler Depot USA

FREE delivery **Nov 24 - Dec 3**

Qty: **1** Delete Save for later Share



Elite Kitchen Supply Commercial Sushi Display Cooler Case Refrigerator, ETL

$976.00

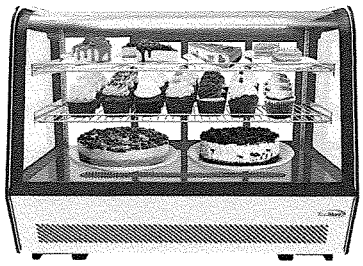
In Stock

Shipped from: Elite Kitchen Supply

FREE delivery **Tue, Nov 25**

Size: 1.8 cu. ft.

Qty: **1** Delete Save for later Share



KoolMore - CDC-5C-BK 35" NSF Commercial Countertop Refrigerator Display Case

$1,266.77

Only 8 left in stock - order soon.

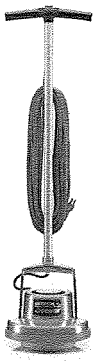
Shipped from: RRkitchenPro

FREE delivery **Dec 1 - 9**

Color: Black and Stainless Steel

Size: 5 cu.ft

Qty: **1** Delete Save for later Share



Oreck Commercial Orbiter Hard Floor Cleaner Machine, Multi-Purpose Floor

$423.56

Price ~~$449.00~~

Business Savings: **$25.44** (6%)

Business Price

#1 Best Seller in Commercial Floor Polishers

In Stock

Shipped from: Amazon

Tomorrow

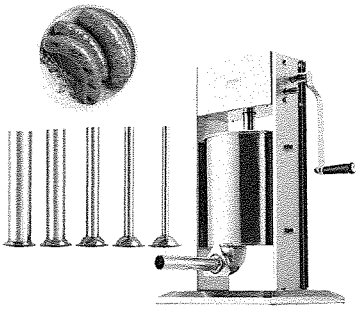
FREE delivery **Tomorrow, Nov 14**

FREE Returns

Pattern Name: Cleaner

Buy 2, save 7%

Qty: **1** Delete Save for later Share



VEVOR Manual Sausage Stuffer, 10 L / 22 LBS Vertical Sausage Machine, Dual-Speed

$249.99

Business Price

In Stock

Shipped from: Amazon

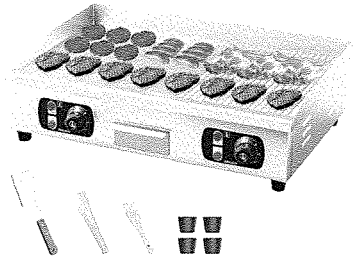
FREE delivery **Mon, Nov 17**

FREE Returns

Size: 10 L / 22 LBS

Buy 2, save 2%

Qty: **1** Delete Save for later Share



29" Commercial Electric Countertop Griddle,110V 3000W Flat Top Grill Hot Plate

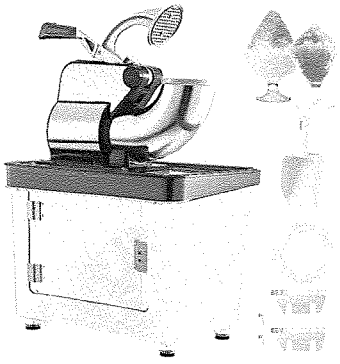
$209.99

Only 16 left in stock (more on the way).

Tomorrow

FREE delivery **Tomorrow, Nov 14**

Qty: **1** Delete Save for later Share



VEVOR 110V Commercial Ice Crusher 661LBS/H, ETL Approved 300W Electric

$184.40

Business Price

In Stock

Shipped from: Amazon

Two-Day

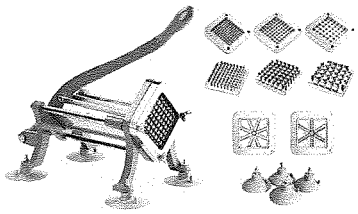
FREE delivery **Sat, Nov 15**

FREE Returns

Color: Red

Buy 2, save 4%

Qty: **1** Delete Save for later Share



New Star Foodservice 38408 Commercial Grade French Fry Cutter, Complete Combo

$170.97

List Price: ~~$179.97~~

Savings: **$9.00** (5%)

Business Price

In Stock

Tomorrow

FREE delivery **Tomorrow, Nov 14**

FREE Returns

Size: Green- Full Combo

Color: Green

Buy 2, save 5%

Qty: **1** Delete Save for later Share



Kratos Commercial Deep Fryer - Three Heating Tubes, Floor Standing, Liquid

$892.39

Price ~~$919.99~~

Business Savings: **$27.60** (3%)

Business Price

In Stock

Shipped from: Central Restaurant

FREE delivery **Nov 18 - 21**

Size: 40 lb. Fryer - LP

Buy 10, save 8%

Qty: **1** Delete Save for later Share



TK Commercial Immersion Blender, 750 Watt/1 HP Variable Speed Motor, 20,000

$303.90

In Stock

Two-Day

FREE delivery **Sat, Nov 15**

FREE Returns

Style: X-Heavy Duty 750W

Size: 22"

Buy 3, save 16%

Typical price: ~~$324.90~~

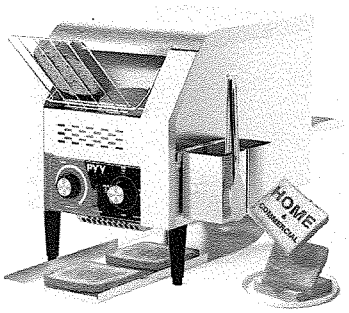
Savings: **$21.00** (6%)

Business Price

Save 15%

Redeem

Qty: **1** Delete Save for later Share



PYY Commercial Conveyor Toaster - 150 Slices/Hour Heavy Duty Stainless Steel

$196.99

Only 2 left in stock - order soon.

Two-Day

FREE delivery **Sat, Nov 15**

FREE Returns

Color: Silver

Size: Commercial Toaster 150 Slices/Hour

Qty: **1** Delete Save for later Share



VEVOR Commercial Deep Fryer, 3-Burner Fryer for Restaurants, Stainless Steel Floor

$797.99

Only 6 left in stock - order soon.

FREE delivery **Mon, Dec 1** for Prime members

Size: Propane Powered

Qty: **1** Delete Save for later Share



VEVOR Commercial Beverage Dispenser, 3 Tanks 18 L / 19 QT Per Tank Juice Dispenser,

$489.99

Business Price

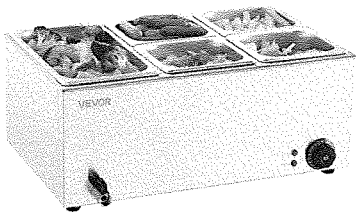
Only 1 left in stock - order soon.

Shipped from: Amazon

FREE delivery **Sat, Nov 15**

Size: 3 tanks x 18L

Qty: **1** Delete Save for later Share



VEVOR 5-Pan Commercial Food Warmer, 24QT Electric Steam Table, 1200W

$112.61

List Price: ~~$130.52~~

Savings: **$17.91** (14%)

Business Price

In Stock

Shipped from: Amazon

Two-Day

FREE delivery **Sat, Nov 15**

FREE Returns

Size: 1x1/3Pan and 4x1/6Pan ;24QT

Buy 2, save 15%

Qty: **1** Delete Save for later Share



BLACK+DECKER Crisp 'N Bake Air Fryer Toaster Oven Combo, 12 in 1 Countertop

$149.99

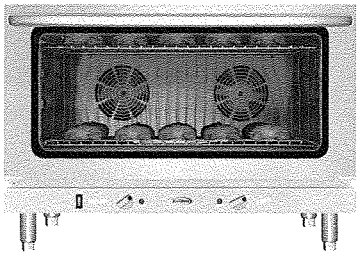
In Stock

Tomorrow

FREE delivery **Tomorrow, Nov 14**

FREE Returns

Qty: **1** Delete Save for later Share



KoolMore 32 in. Commercial Countertop Convection Oven, Holds Full Size Pans, 4

$1,383.64

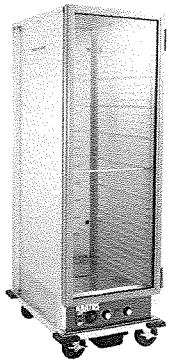
In Stock

Tomorrow

FREE delivery **Tomorrow, Nov 14**

Size: 4.4 cu. ft.

Qty: **1** Delete Save for later Share



Kratos Full Size Commercial Non-Insulated Holding and Proofing Cabinet, Holds 36 Full

$1,430.75

Typical price: ~~$1,475.00~~

Savings: **$44.25** (3%)

Business Price

In Stock

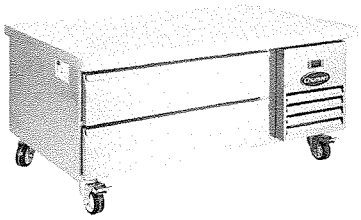
Shipped from: Central Restaurant

FREE delivery **Nov 18 - 21**

Size: Full Size, Non-Insulated

Buy 10, save 8%

Qty: **1** Delete Save for later Share



CHUMART 48" 2 Drawer Commercial Chef Base Refrigerator, Stainless Steel

Only 9 left in stock - order soon.

Shipped from: Chumart Restaurant Supply

$399 delivery **Nov 26 - Dec 1**

Size: 48" W 2 Drawer

Buy 2, save 9%

Qty: **1** Delete Save for later Share

$1,234.05

Typical price: ~~$1,349.00~~

Savings: **$114.95** (9%)

Business Price



BOEASTER Food Heat Lamp, Single Head 250W Stainless Steel Commercial Food

In Stock

Two-Day

FREE delivery **Sat, Nov 15**

FREE Returns

Color: Silver

Size: Single-Head

Qty: **1** Delete Save for later Share

$79.99

Save 5% on 2 select item(s)

Shop items



First Alert Fire Extinguisher for Home & Commercial Use, Heavy Duty Rechargeable

In Stock

Shipped from: Amazon

Tomorrow

FREE delivery **Tomorrow, Nov 14**

Size: 1-Pack

Style: HOME2PRO

Buy 5, save 23%

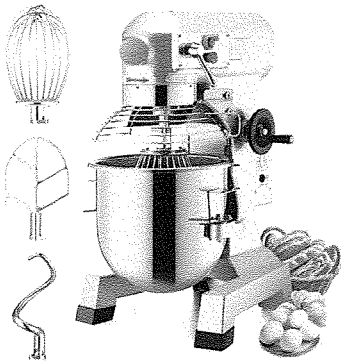
Qty: **1** Delete Save for later Share

$39.98

List Price: ~~$49.99~~

Savings: **$10.01** (20%)

Business Price



Happybuy 15Qt Commercial Food Mixer with Timing Function, Commercial Mixer 600W

$499.90

Business Price

Only 1 left in stock - order soon.

Shipped from: Amazon

FREE delivery **Tue, Nov 18**

Size: 15 Quart

Style: Food Mixer

Qty: **1** Delete Save for later Share



BirdRock Home 5 Gallon Stainless Steel Beverage Dispenser - Silver

$170.56

Business Price

In Stock

Shipped from: BIRDROCK HOME

FREE delivery **Sat, Nov 15**

FREE Returns

Size: 5 gallon

Buy 10, save 13%

Qty: **1** Delete Save for later Share



LCEKY 48" W Sandwich Salad Prep Table Refrigerator Commercial Refrigerator with 12

$1,375.00

Business Price

In Stock

Scheduled Delivery

FREE delivery **Tomorrow 7 AM - 5 PM**

Size: 48" W

Buy 2, save 3%

Qty: **1** Delete Save for later Share



CAMMOO 133Qt 5-Tier 900W Commercial Food Warmer w/ 304 Blued Stainless Steel

$299.99

Exclusive Prime price

In Stock

Shipped from: CAMMOO Direct

FREE delivery **Thu, Nov 20**

Save 5% on 2 select item(s)

Shop items

Qty: **1** Delete Save for later Share



ZZV Stainless Steel Table Cabinet for Prep & Work 21 x 70 Inch, Heavy Duty Prep Table

$749.99

Business Price

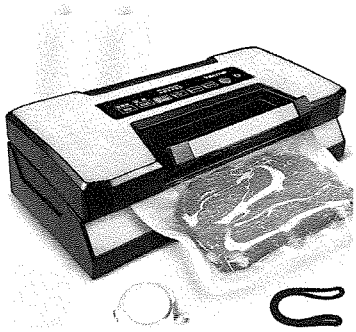
Only 17 left in stock - order soon.

Scheduled Delivery

FREE delivery **Tomorrow 7 AM - 5 PM**

Size: 70 inch

Qty: **1** Delete Save for later Share



Vakumar Liquid Vacuum Sealer Machine, 90Kpa Vacuum Sealer Machine Preservation

$113.99

Exclusive Prime price

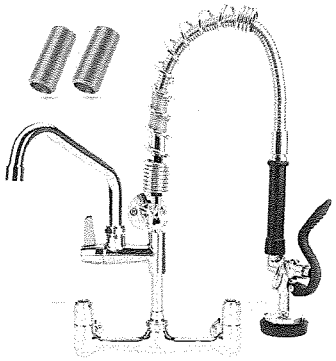
In Stock

Tomorrow

FREE delivery **Tomorrow, Nov 14**

FREE Returns

Qty: **1** Delete Save for later Share



BZIMAK Commercial Faucet with Sprayer, 21 Inch Height Commercial Sink Faucet Wall

$123.49

Exclusive Prime price

In Stock

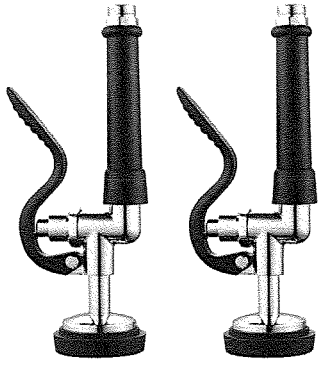
Tomorrow

FREE delivery **Tomorrow, Nov 14**

FREE Returns

Size: 21 Inch Height

Qty: **1** Delete Save for later Share



[2-Pack] HWM Pre Rinse Sprayer Commercial Sink Sprayer Head, 1.42GPM

$43.69

Price ~~$45.99~~

Business Savings: **$2.30** (5%)

Business Price

In Stock

Overnight

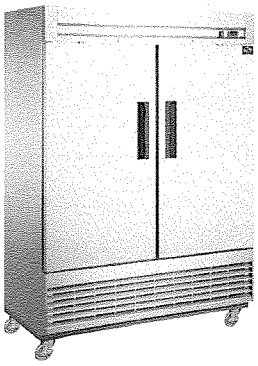
FREE delivery **Overnight 4 AM - 8 AM**

FREE Returns

Color: Black

Buy 2, save 8%

Qty: **1** Delete Save for later Share



54" W Commercial Reach-in Freezer, ETL Upright 2 doors Auto-Defrost, 49 cu. ft.

$1,960.00

#1 Best Seller in Commercial Freezers

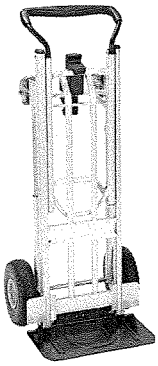
In Stock

Shipped from: Elite Kitchen Supply

$374 delivery **Nov 21 - Dec 2**

Size: 49 cu. ft.

Qty: **1** Delete Save for later Share



COSCO 4-in-1 Folding Series Hand Truck with Flat-Free Wheels

$178.37

List Price: ~~$209.99~~

Savings: **$31.62** (15%)

Business Price

Shipped from: Amazon

FREE delivery **Nov 26 - Dec 6** for Prime members

FREE Returns

Buy 5, save 16%

Qty: **1** Delete Save for later Share



VEVOR Bun Pan Rack, 20-Tier Commercial Bakery Racks with Brake Wheels, Aluminum

$159.99

List Price: ~~$164.99~~

Savings: **$5.00** (3%)

Business Price

#1 Best Seller in Commercial Bakery Racks

In Stock

Shipped from: Amazon

Two-Day

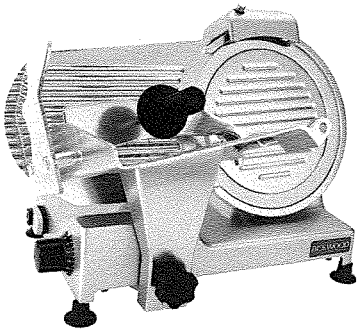
FREE delivery **Sat, Nov 15**

FREE Returns

Size: 20-Tier

Buy 2, save 5%

Qty: **1** Delete Save for later Share



BESWOOD 10" Premium Chromium-plated Steel Blade Electric Deli Meat Cheese Food

$368.00

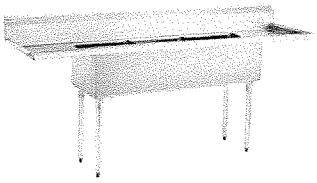
In Stock

Two-Day

FREE delivery **Sat, Nov 15**

FREE Returns

Qty: **1** Delete Save for later Share



Kratos 29N-003 - Commercial NSF 3 Compartment Sink - 18"Wx18"Lx12"H Bowl

$736.23

Price ~~$759.00~~

Only 11 left in stock - order soon.

Shipped from: Central Restaurant

FREE delivery **Nov 18 - 21**

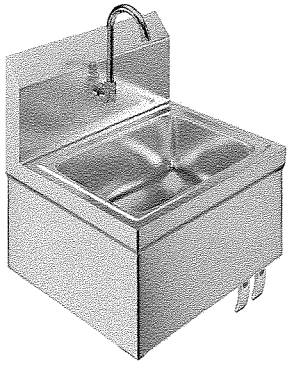
Style: 18x18x12 Bowls, (2) Drainboards

Buy 10, save 8%

Business Savings: **$22.77** (3%)

Business Price

Qty: **1** Delete Save for later Share



AmGood Stainless Steel Hands-Free Wall-Mounted Hand Sink 17 in x 15 in with Faucet

$357.15

Typical price: ~~$375.95~~

In Stock

Shipped from: Supply & Equipment

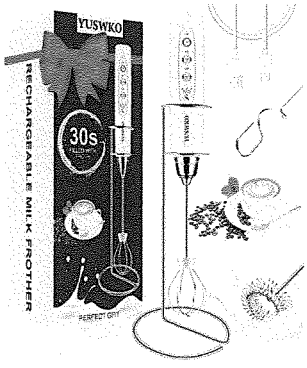
FREE delivery **Tue, Nov 18**

Buy 5, save 6%

Savings: **$18.80** (5%)

Business Price

Qty: **1** Delete Save for later Share



YUSWKO Milk Frother Handheld for Coffee with Stand, Rechargeable Drink Mixer with 3

$30.40

Typical price: ~~$32.99~~

In Stock

Tomorrow

FREE delivery **Tomorrow, Nov 14**

FREE Returns

Color: Gift Stand-White

Style: With Stand

Buy 10, save 11%

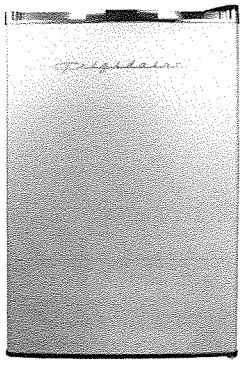
Savings: **$2.59** (8%)

Quantity Price

Save 10%

Redeem

Qty: **4** Delete Save for later Share



Frigidaire, 4.5 cu ft Refrigerator, Stainless Steel Door, Platinum Series

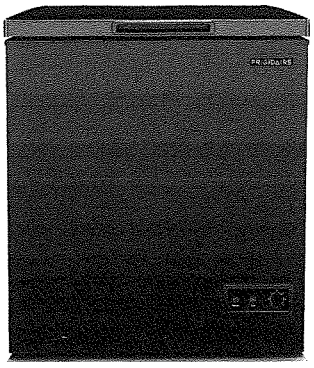
$249.17

Usually ships within 2 to 3 days

FREE delivery **Nov 21 - 29** for Prime members

Size: 4.6 cu ft

Qty: **1** Delete Save for later Share



FRIGIDAIRE EFRF5003-BLACK Chest Deep Freezer-Garage-Ready, 5.0 Cu. Ft. Capacity,

$280.22

FREE delivery **Dec 5, 2025 - Jan 9, 2026** for Prime members

Size: 5 cu ft

Qty: **1** Delete Save for later Share



Chest Freezer Small Deep Freezer Black 3.5 Cu.Ft Free-Standing Top Door Freezer

$168.00

Business Price

In Stock

Shipped from: NB WANAI

FREE delivery **Mon, Nov 24**

Size: Medium

Color: Black

Buy 2, save 4%

Qty: **1** Delete Save for later Share



knoworld LED Sideboard Buffet Cabinet with Storage, 63" Large Kitchen Buffet Cabinet

10% off

Limited time deal

$197.99

Typical price: ~~$219.99~~

In Stock

FREE delivery **Nov 20 - 21**

Color: Black

Qty: **2** Delete Save for later Share



HOSHANHO Butcher Knife Set, Hand Forged Butcher Chef Knife Set with Roll Bag, Sharp

$207.99

Save 5% on 3 select item(s)

Shop items

In Stock

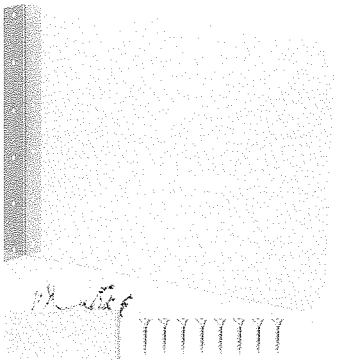
Overnight

FREE delivery **Overnight 4 AM - 8 AM**

FREE Returns

Size: 8 Pieces Butcher Knife Set

Qty: **1** Delete Save for later Share



Amylove 15 x 12 Inch Stainless Steel Splash Guard Stainless Steel Wall Mount Guard with

$19.99

In Stock

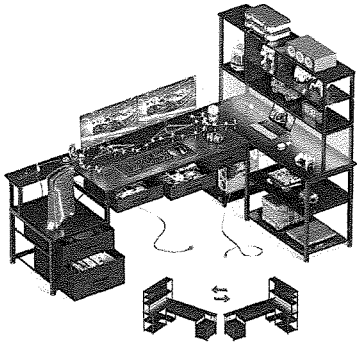
Two-Day

FREE delivery **Sat, Nov 15**

FREE Returns

Size: 15 x 12 Inch

Qty: **3** Delete Save for later Share



AODK 79 inch L Shaped Desk with 5 Drawers, Reversible L Shaped Gaming Desk

$168.29

List Price: ~~$219.99~~

Savings: **$51.70** (24%)

Quantity Price

In Stock

Shipped from: AODK-US

FREE delivery **Nov 19 - 20**

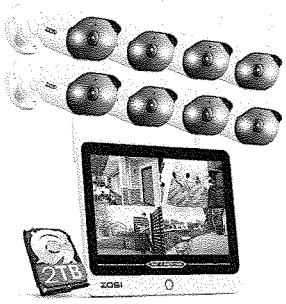
Forestry practices

Color: Black

Size: 79 inch

Buy 4, save 24%

Qty: **2** Delete Save for later Share



ZOSI 8CH 2K Wi-Fi 6 Security Camera System with 12" LCD Monitor,8pcs 3MP

$341.99

Exclusive Prime price

In Stock

Two-Day

FREE delivery **Sat, Nov 15**

FREE Returns

Size: WiFi-8CH+8Cam+1TB

Qty: **1** Delete Save for later Share



Waterdrop TST-UF 0.01µm Ultra-Filtration Under Sink Water Filter System, Stainless

$149.99

Exclusive Prime price

In Stock

Two-Day

FREE delivery **Sat, Nov 15**

FREE Returns

Color: Direct Connect to Main Tap

Size: 1 Count (Pack of 1)

Save 5% on 2 select item(s)
Shop items

Qty: **1** Delete Save for later Share



Diyel Outdoor Gooseneck Barn Light Outdoor Wall Sconce Farmhouse Rustic Exterior Wall

$45.98

Typical price: ~~$46.98~~

Savings: **$1.00** (2%)

Business Price

In Stock

Tomorrow

FREE delivery **Tomorrow, Nov 14**

FREE Returns

Color: Black+Gold

Size: 01RZ007-1 PACK(Not Dusk to Dawn)

Save 5% on 2 select item(s)
Shop items

Qty: **4** Delete Save for later Share



SESIMENT Farmhouse Pendant Lighting for Kitchen Island,Black and Gold Dome Pendant

$64.98

Price ~~$67.99~~

Business Savings: **$3.01** (4%)

Quantity Price

In Stock

Two-Day

FREE delivery **Sat, Nov 15**

FREE Returns

Color: Black

Size: Ceiling

Buy 5, save 6%

Save 5% on 2 select item(s)
Shop items

Qty: **4** Delete Save for later Share



Flair Cafe Kettle - 110v Electric Gooseneck Kettle with Digital Temperature Control &

$60.00

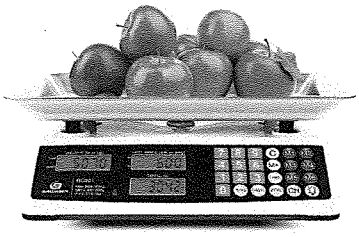
In Stock

Tomorrow

FREE delivery **Tomorrow, Nov 14**

FREE Returns

Qty: **3** Delete Save for later Share



Price Computing Scale 88lb/40kg Commercial Food Scale for Produce Meat

$62.99

Typical price: ~~$65.99~~

Savings: **$3.00** (5%)

Business Price

#1 Best Seller in Industrial Bench Scales

In Stock

Overnight

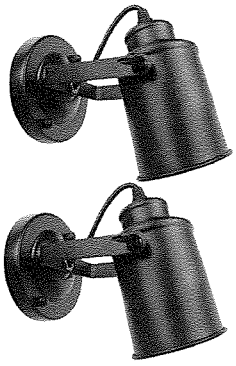
FREE delivery **Overnight 4 AM - 8 AM**

FREE Returns

Size: Large tray

Buy 2, save 7%

Qty: **1** Delete Save for later Share



kylynly Industrial Ceiling Spotlight, 2 Packs Matt Black Vintage Wall Mount Lights, Rotate

$29.00

Price ~~$38.99~~

Business Savings: **$9.99** (26%)

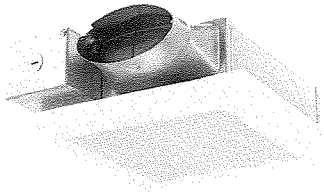
Business Price

In Stock

FREE delivery **Mon, Nov 17**

FREE Returns

Qty: **1** Delete Save for later Share



Panasonic WhisperValue Ceiling/Wall Mount Bathroom Exhaust Fan, 50-80-100 CFM, FV-

$94.99

In Stock

FREE delivery **Sun, Nov 16**

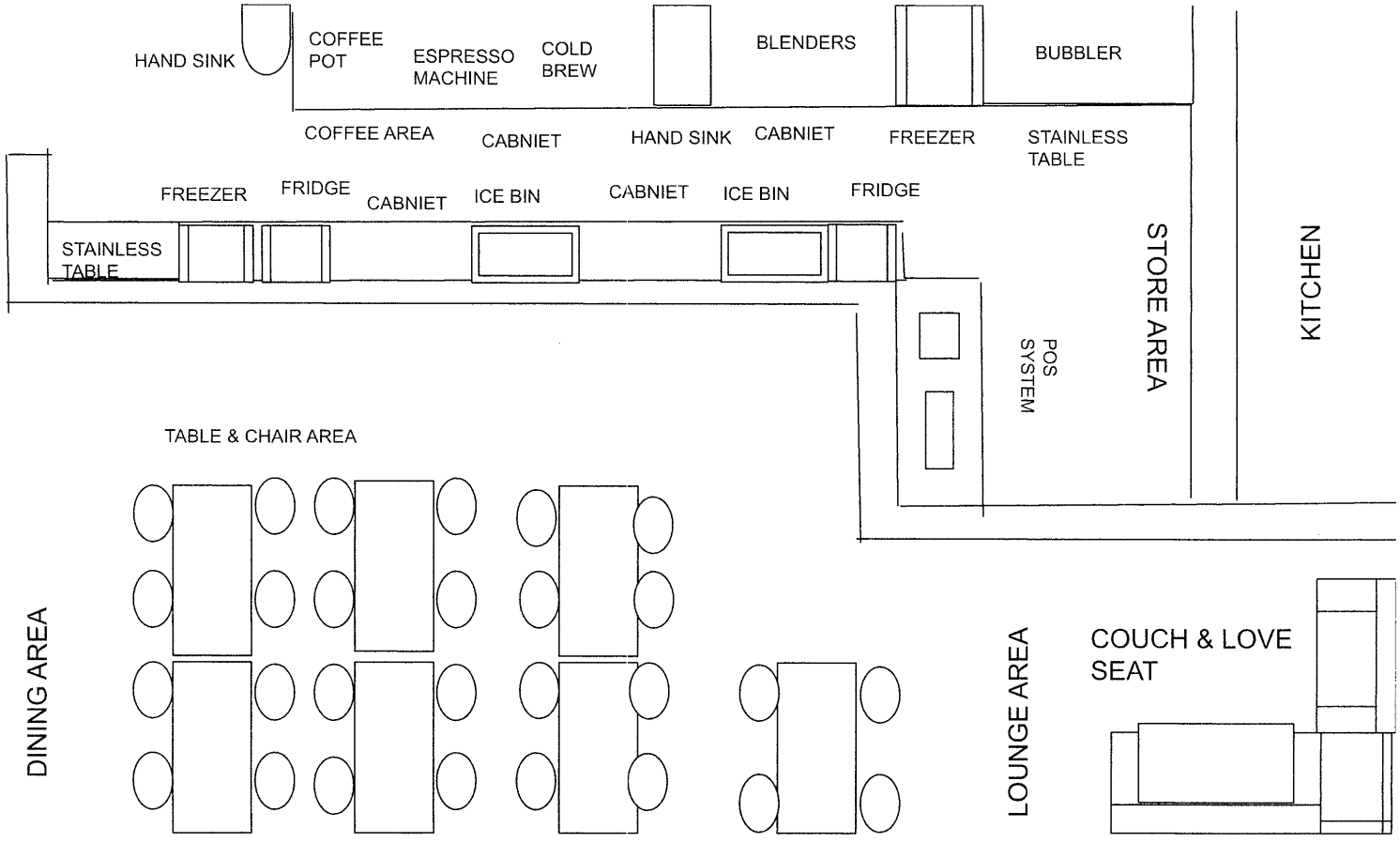
FREE Returns

Style: Fan

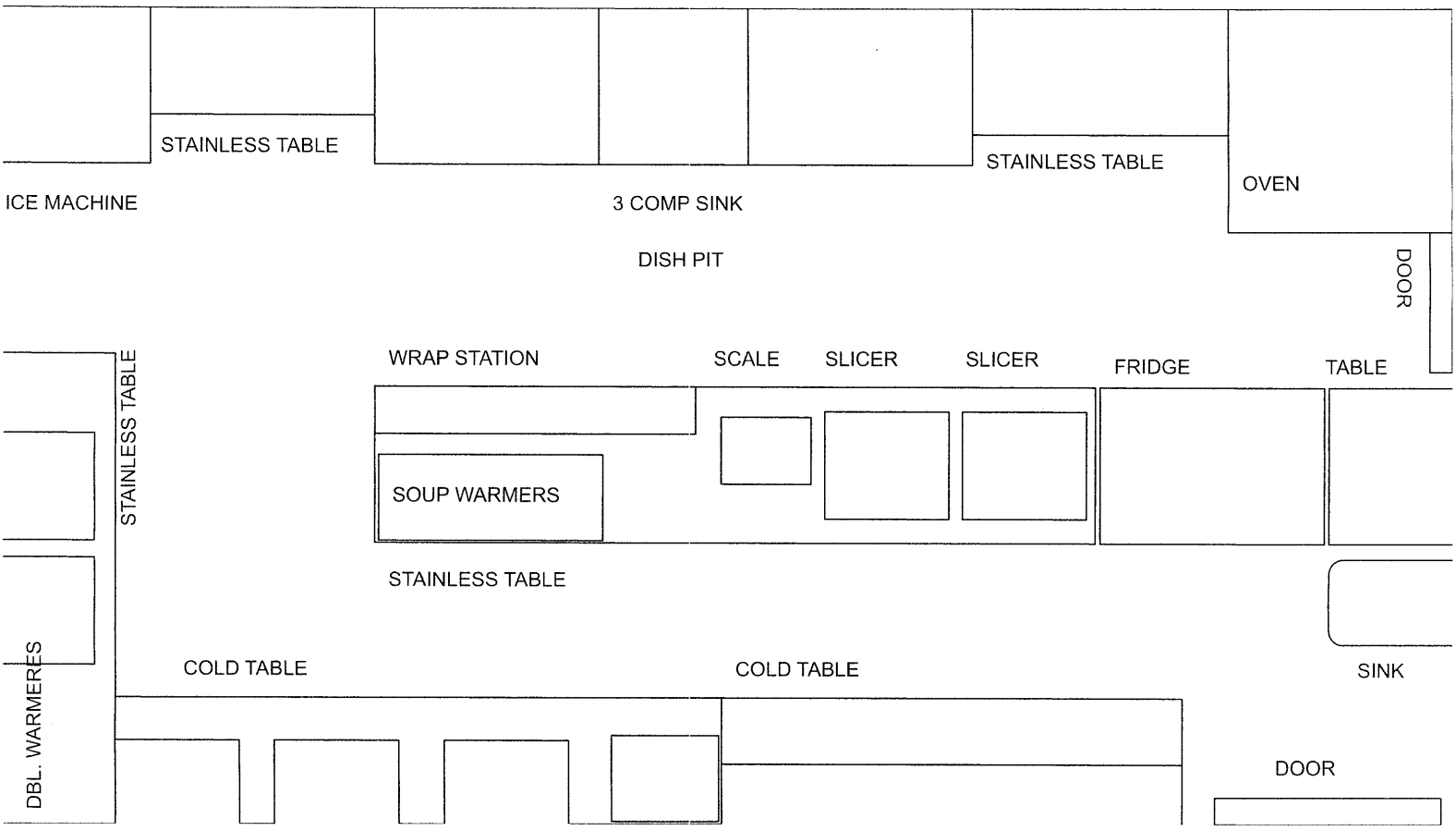
Qty: **1** Delete Save for later Share

Subtotal (65 items): **$22,909.61**

Dining Area / Beverage line / Store / Lounge area



Kitchen


STAINLESS TABLE
STAINLESS TABLE
OVEN
ICE MACHINE
3 COMP SINK
DISH PIT
DOOR
WRAP STATION
SCALE
SLICER
SLICER
FRIDGE
TABLE
STAINLESS TABLE
SOUP WARMERS
STAINLESS TABLE
SINK
COLD TABLE
COLD TABLE
DBL. WARMERES
DOOR

CITY OF CRYSTAL LAKE
Grant Agreement

THIS AGREEMENT, entered into this 11 day of November, 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: Matthew Hamsen

Business Name: Distorted Soda and Sandwiches LLC

Owner's Federal Tax ID#: [redacted]

Address of Property to be improved: 135 N. Main St.

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: 11

City Council
Agenda Supplement

Meeting Date: December 16, 2025

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Request: Rezoning from R-2 Single-Family Residential to R-3A Two-Family Residential with the following Variations:

- Lot width of 65.88 feet, instead of the minimum required 75 feet (for two units)
- Hard surface coverage of 64%, instead of the maximum allowed 60%
- Front yard setback of 22.13 feet, instead of the minimum required 30 feet
- North property line setbacks of 5.15 feet instead of the minimum required 7 feet

Location: 80-82 South Williams Street

Applicant: Mary Kay Kaczmarek, owner
82 South Williams Street

PZC Recommendation: To approve the Planning and Zoning Commission recommendation and adopt an Ordinance granting a Rezoning and Variations at 80-82 South Williams Street

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

Background:

- This property was constructed as a two-family residence in 1927. The current property owner purchased the residence in 2013 and established a third dwelling unit. The owner is looking to sell the property and seeks to bring it into conformance as a two-unit building.
- Request: The petitioners are requesting a rezoning from the R-2 Single-Family Residential district to the R-3A Two-Family Residential district. At a minimum, this requires a variation to lot width. Additional variations regarding setbacks and hard surface coverage are being sought to allow the building to be rebuilt, if destroyed, as it exists today.

- Variations:
  - Lot width of 65.88 feet, instead of the minimum required 75 feet (for two units)
  - Hard surface coverage of 64%, instead of the maximum allowed 60%.
  - Front yard setback of 22.13 feet, instead of the minimum required 30 feet
  - North property line setbacks of 5.15 feet instead of the minimum required 7 feet.

- Land Use: The land use map shows the area as Central Urban Residential, which encompasses a range of densities, from single-family to multifamily. This is an appropriate land use designation for the current use on the property.
- Zoning: The site is zoned R-2 Single-Family Residential District. Under this district both the original use of the residence (two-family) and the current use (three dwelling units) are nonconforming.
- Previous Approvals:
  - There have been no prior zoning requests specific to this property.
  - The original 1927 zoning map shows both sides of S. Williams Street on this block to be designated "B" Residential, which allowed two-family dwellings.
  - The 1950 zoning map shows the area to be changed to the "A" Residential district and since that time it has been restricted to single-family dwellings.

PZC Highlights:

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

- The hearing opened on November 5th, at which time the petitioner was seeking the R-3B Multifamily zoning district. Multiple members of the public in attendance spoke against the request and the PZC expressed strong concerns about introducing multifamily zoning into a block of single-family zoning. The petitioner asked for a continuation and an opportunity to amend the request.
- The hearing reopened on December 3rd with a revised request for two-family zoning. The petitioner stated that they were no longer trying to make the third dwelling unit conforming, and instead focusing on zoning that would preserve the original two-family use and the current layout of the property.
- The PZC comments were favorable toward the amended request. The petitioner was thanked for reconsidering the original request for this one, which was seen as more appropriate given the history of the property and the neighborhood.
- One member of the public, Gregg Warfel, who had objected to multifamily at the first hearing, spoke on the matter and stated he was okay with the building being a two-flat like it has been historically. He asked that the owner not be allowed to come back in the future to ask for multifamily zoning. The PZC Chairman informed him that the city cannot prevent requests from being made in the future, but that it would go through the same public hearing process if it did.
- The PZC found that the petition met the Findings of Fact and was supportive of the request.

The Planning and Zoning Commission recommended **approval (5-0)** of the petitioner's request with the following conditions:

1. The presence of three dwelling units on the property, instead of the two allowed (upon approval of this zoning petition) shall be subject to the rules for nonconforming uses in UDO Section 7-200B, and shall not be expanded in any form.

Following the hearing, Mr. Warfel submitted comments to the City expressing dissatisfaction with the PZC vote. He states that he had not understood at the time of the vote that the third dwelling unit would be allowed to remain as a nonconforming use. Staff comments at both hearing dates referenced that, due to how the Unified Development Ordinance regulates nonconformities, all three units are allowed to be maintained until such time as they are abandoned or the building is damaged by more than 50% of its value—regardless if the requested zoning was approved. The condition drafted by staff and recommended by the PZC serves only to clarify this and does not convey any additional privilege. Historically, only the presence of a life-safety issue has led to the Community Development Department forcing the immediate vacation of a nonconformity. A tour of the premises by a department inspector found no such concerns. Mr. Warfel believes that the third unit should be required to be removed as soon as the current tenant leaves. His comments are included in the Council packet.

Votes Required to Pass: A simple majority vote

Acknowledgement Form

Regarding the **Rezoning and Variations at 80-82 S Williams Street**, please check one of the choices and sign below.

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

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

_____

_____

Petitioner's Name: Mary Kay Kaczmarek

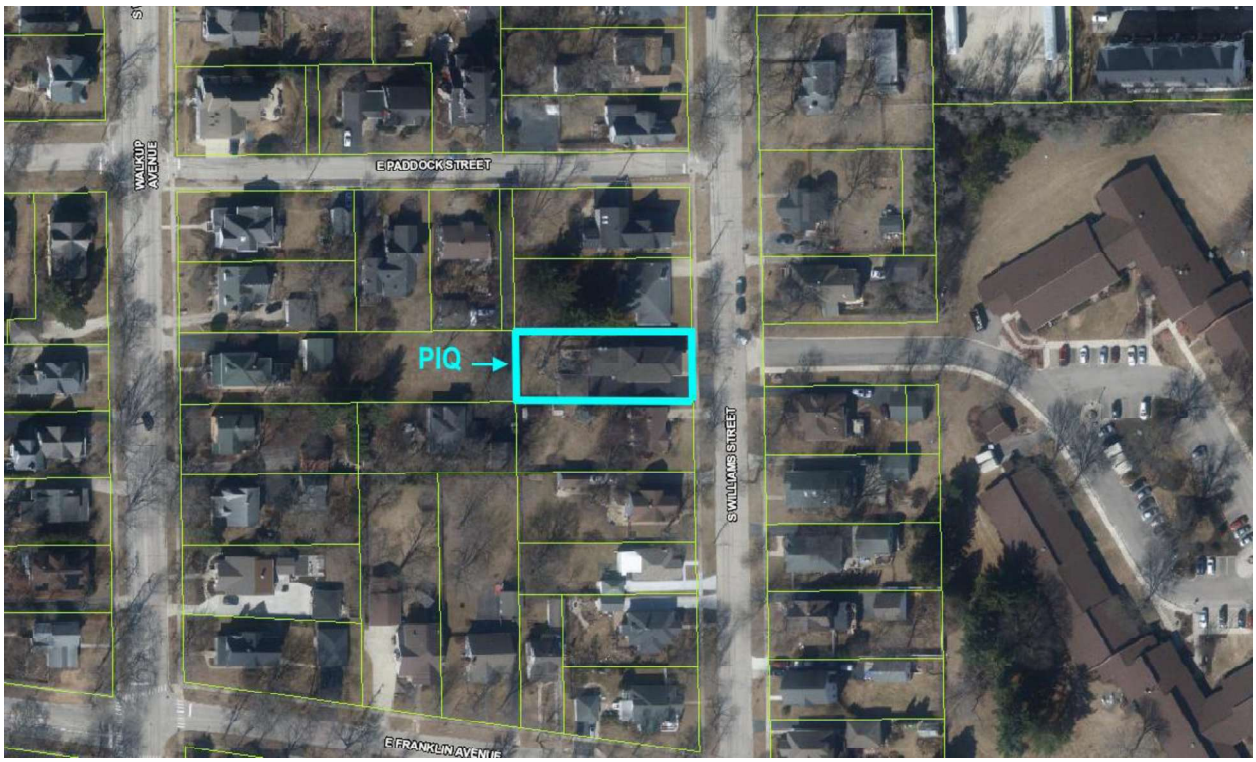
Petitioner's Signature: Kellyn Lancaster, her attorney Date: 12/9/25

Recommended Conditions:

1. The presence of three dwelling units on the property, instead of the two allowed (upon approval of this zoning petition) shall be subject to the rules for nonconforming uses in UDO Section 7-200B, and shall not be expanded in any form.

PARCEL IN QUESTION

80-82 South Williams Street



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A REZONING TO R-3A TWO-FAMILY RESIDENTIAL AND RELATED VARIATIONS AT 80-82 SOUTH WILLIAMS STREET

WHEREAS, Mary Kay Kaczmarek (the "Petitioner") has filed a Petition (File #PLN-2025-197) requesting a Rezoning from R-2 Single-Family Residential to R-3A Two-Family Residential with Variations to allow: 1) a lot width of 65.88 feet, instead of the minimum required 75 feet (for two units); 2) hard surface coverage of 64%, instead of the maximum allowed 60%; 3) a front yard setback of 22.13 feet, instead of the minimum required 30 feet; and, 4) a north property line setback of 5.15 feet instead of the minimum required 7 feet, at 80-82 South Williams Street, Crystal Lake, Illinois; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to all required noticing, including notice duly published on October 17, 2025 in the Northwest Herald, held a public hearing at 7:00 p.m., on November 5, 2025 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Petition, and, at which time the hearing was continued to December 3, 2025; and

WHEREAS, on December 3, 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 Rezoning and Variations be approved, as documented in the minutes; and

WHEREAS, it is in the best interests of the CITY OF CRYSTAL LAKE that the Rezoning 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 Rezoning from R-2 Single-Family Residential to R-3A Two-Family Residential with Variations to allow: 1) a lot width of 65.88 feet, instead of the minimum required 75 feet (for two units); 2) hard surface coverage of 64%, instead of the maximum allowed 60%; 3) a front yard setback of 22.13 feet, instead of the minimum required 30 feet; and, 4) a north property line setback of 5.15 feet instead of the minimum required 7 feet, at 80-82 South Williams Street, Crystal Lake, Illinois is hereby approved with the following conditions.

1. The presence of three dwelling units on the property, instead of the two allowed (upon approval of this zoning petition) shall be subject to the rules for nonconforming uses in UDO Section 7-

Draft

200B, and shall not be expanded in any form.

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 Rezoning and Variations 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 16th day of December, 2025.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
CITY CLERK

Passed: December 16, 2025
Approved: December 16, 2025

Draft

REVISED 11-26-2025

#2025-197
80-82 South Williams Street, Rezone from R-2 to R-3A with Variations
Project Review for Planning and Zoning Commission

Meeting Date: November 5, 2025, **continued to December 3, 2025**

Request: Rezone from R-2 Single-Family Residential to **R-3A Two-Family** Residential with the following Variations:

- Lot width of 65.88 feet, instead of the minimum required **75** feet (for **two** units)
- **Hard surface coverage of 64%, instead of the maximum allowed 60%.**
- Front yard setback of 22.13 feet, instead of the minimum required 30 feet
- North property line setbacks of 5.15 feet instead of the minimum required **7** feet.

Location: 80-82 S. Williams Street

Acreage: 0.25 acre (10,865 square feet)

Existing Zoning: R-2 Single-Family Residential

Surrounding Properties:

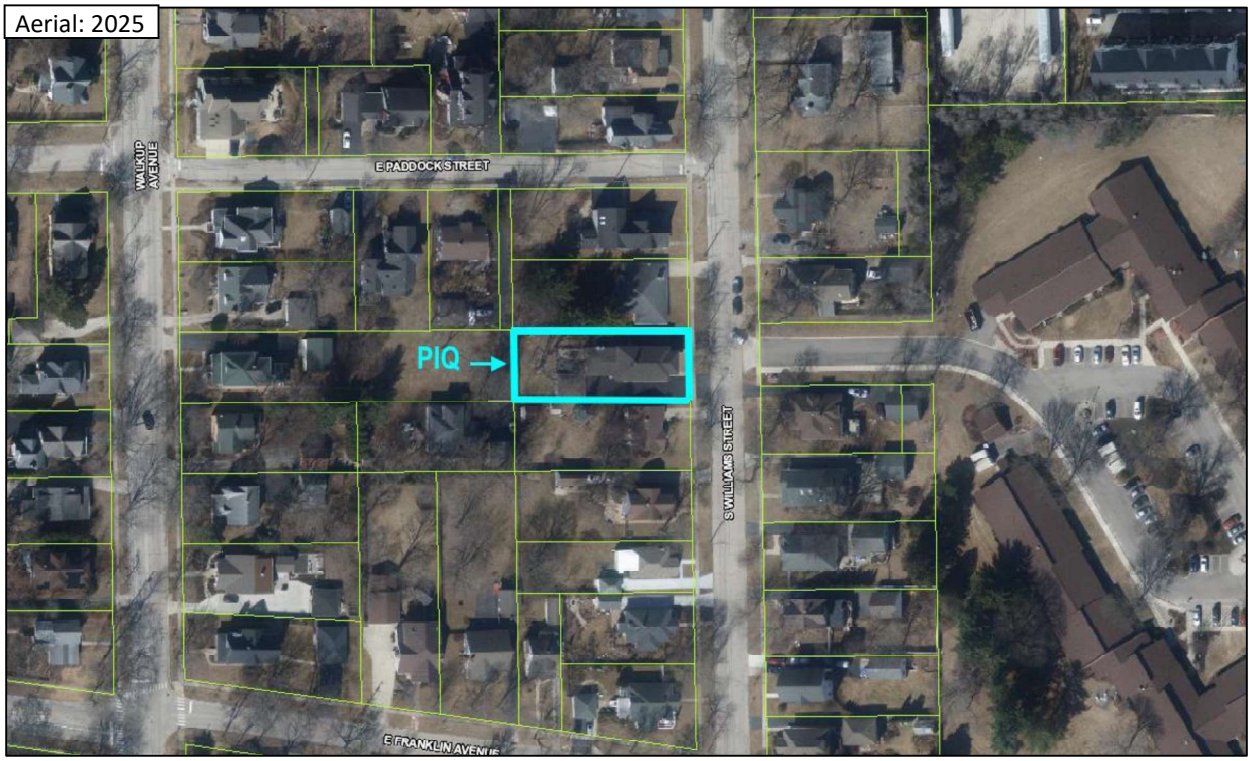
North:	R-2 Single-Family Residential
South:	R-2 Single-Family Residential
East:	R-3B PUD Multifamily Residential
West:	R-2 Single-Family Residential

Staff Contact: Darrell Moore (815) 356-3612

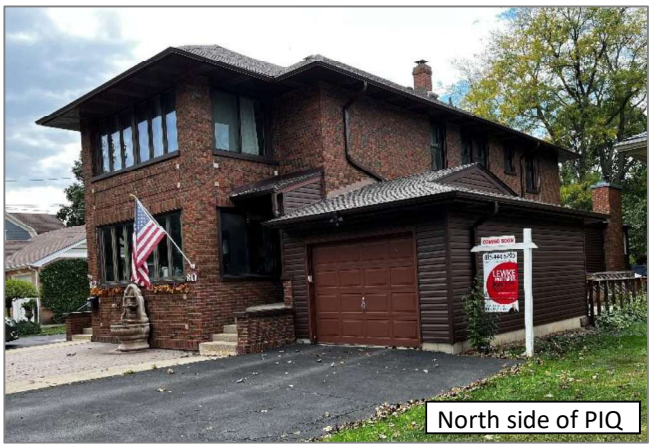
Background:

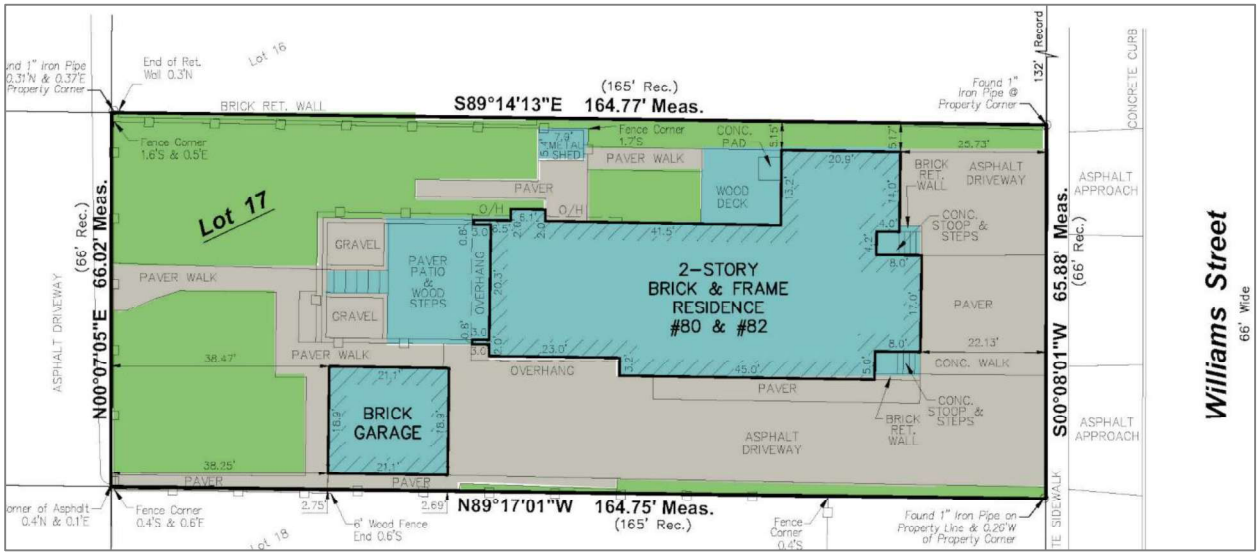
- This property was constructed as a two-family residence in 1927. At some point, believed to be prior to 1980, an addition was constructed on the rear of the building. No permits could be found regarding this expansion nor any records indicating the City has been aware of it. At staff's recommendation, a basic life-safety inspection was recently performed and no significant issues were found.
- The property owner purchased the home in 2013 **and inserted a third dwelling unit. The scope of work to convert space into a third dwelling unit is unclear. There is no building permit associated with this work.** They are looking to sell now and are seeking to bring the property into zoning conformance to assure that, if destroyed, the residence could be rebuilt in its same configuration and on its same footprint. No changes to the property are proposed.

- Previous Approvals:
    - There have been no prior zoning requests specific to this property.
    - The original 1927 zoning map shows both sides of S. Williams Street on this block to be designated “B” Residential, which allowed two-family dwellings.
    - The 1950 zoning map shows the area to be changed to the “A” Residential district allowing single-family dwellings.




South side of PIQ


North side of PIQ



Analysis:

General

- Request: Rezone from R-2 Single-Family Residential to **R-3A Two-Family** Residential with Variations related to lot width, setbacks, and **hard surface coverage** to allow the existing building and to be conforming **as well as the original two-family use**.

UDO Standard	Original Request	Revised Request
Lot Area	10,865 sf, instead of the min. required 13,400 sf	Removed
Density	12 du/acre, instead of the max. allowed 9 du/acre	Removed
Lot Width	65.88 ft, instead of the min. required 80 ft	65.88 ft, instead of the min. required **75 ft**
Hard Surface Coverage	n/a	**64%, instead of the max. allowed 60%**
Front Yard Setback	22.13 ft, instead of the min. required 30 ft	22.13 ft, instead of the min. required 30 ft
Yards Abutting Residential	5.15 ft and 20.5 ft, instead of the min. required 50 ft	Removed
Side Yard Setback (North only)	n/a	5.15 ft, instead of the min. required **7 ft**

- Zoning: The site is zoned R-2 Single-Family Residential
  - **The UDO describes the purpose of requested R-3A Two-Family District as being "to encourage diverse functioning neighborhoods by allowing two-family dwellings while still permitting detached single-family dwellings." It**

identifies the character of the district as allowing for "a moderate density of development with characteristics similar to single-family neighborhoods."

- **The requested zoning is, therefore, compatible with single-family zoning on its north, west, and south sides, as well as the multifamily R-3B zoning to its east.**

- Land Use: The land use map shows the area as High-Density Residential. The requested zoning is consistent with Comprehensive Plan land use designation.
- Parking: The property has a one-car attached garage and a two-car detached garage. Minimum parking standards are met. No records were found of complaints or violations related to parking or any aspects of the property.

Findings of Fact:

REZONING

The petitioner is requesting the rezoning from R-2 Single-Family Residential to R-3B Multifamily Residential for the site.

Criteria for Rezoning:

a) The existing uses and zoning of nearby property.
☒ *Meets* ☐ *Does not meet*

b) The extent to which property values are diminished by a particular zoning classification or restriction.
☒ *Meets* ☐ *Does not meet*

c) The extent to which the destruction of property value of a petitioner property owner promotes the health, safety, morals or general welfare of the public.
☒ *Meets* ☐ *Does not meet*

d) The relative gain to the public as opposed to the hardship imposed on a petitioning property owner.
☒ *Meets* ☐ *Does not meet*

e) The suitability of the subject property for its zoned purposes.
☒ *Meets* ☐ *Does not meet*

f) The length of time the property has been vacant as zoned, considered in the context of land development in the area.
☒ *Meets* ☐ *Does not meet*

g) The Comprehensive Plan designation and the current applicability of that designation.
☒ *Meets* ☐ *Does not meet*

h) The evidence or lack of evidence, of community need for the use proposed.
☒ *Meets* ☐ *Does not meet*

ZONING VARIATIONS

The petitioner is requesting zoning variations to allow the current building to be rebuilt**, with a two-family use,** if destroyed. This requires the following variations:

- Lot width of 65.88 feet, instead of the minimum required **75** feet (for **two** units)
- **Hard surface coverage of 64%, instead of the maximum allowed 60%.**
- Front yard setback of 22.13 feet, instead of the minimum required 30 feet
- North property line setback of 5.15 feet, instead of the minimum required **7** feet.

The Unified Development Ordinance lists specific standards for the review and approval of a variation. The granting of a variation rests upon the applicant proving practical difficulty or hardship caused by the Ordinance requirements as they relate to the property. To be considered a zoning hardship, the specific zoning requirements; setbacks, lot width and lot area must create a unique situation on this property. It is the responsibility of the petitioner to prove hardship at the Planning and Zoning Commission public hearing.

Variation 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.

☒ *Meets* ☐ *Does not meet*

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

☒ *Meets* ☐ *Does not meet*

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;

☒ *Meets* ☐ *Does not meet*

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

☒ *Meets* ☐ *Does not meet*

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

☒ *Meets* ☐ *Does not meet*

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.

☒ *Meets* ☐ *Does not meet*

Where the evidence is not found to justify such conditions, that fact shall be reported to the City Council with a recommendation that the variation be denied.

Comprehensive Land Use Plan 2030 Vision Summary Review:
Land Use - Residential

Goal: Encourage a diversity of high quality housing in appropriate locations throughout the city that supports a variety of lifestyles and invigorates community character.

Supporting Actions: Promote safe, clean and well-maintained housing by encouraging regular repair and maintenance of housing.

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

1. **The presence of three dwelling units on the property, instead of the two allowed (upon approval of this zoning petition) shall be subject to the rules for nonconforming uses in UDO Section 7-200B, and shall not be expanded in any form.**

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: Mary Kay Kaczmarek

Address: 82 S. Williams Street

Crystal Lake, Illinois 60014

Phone: [redacted]

E-mail: [redacted].com

Project Name & Description:

Rezoning from single family to ~~multi-family (R-3B)~~

R-3A Two-Family (amended 11/25/25 at applicant request)

Project Address/Location: 80-82 S. Williams Street

Signature Mary Kay Kaczmarek (Oct 7, 2025 11:18:00 CDT)

Mary Kay Kaczmarek — 10/07/25

Owner: Print and Sign name — Date

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

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, DECEMBER 3, 2025
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

2025-197 – 80/82 S. WILLIAMS STREET – REZONING AND VARIATIONS

Continued from the November 5, 2025 meeting. Rezoning from R-2 to R-3A Two-Family Residential with Variations for the lot width, hard surface coverage and setbacks.

Attorney Kelly Lancaster summarized the revised request, explaining that the original proposal sought rezoning to allow three units, but after receiving feedback at the November 5th meeting, the request was amended to a two-family residence zoning R-3A. Ms. Lancaster provided extensive detail about the building's configuration. At present the building contains six bedrooms and four bathrooms. The lower-level garden unit, which includes an open room with a fireplace, bathroom, and kitchenette, was internally connected via a staircase to Unit 82. After purchasing the home, Ms. Lancaster explained that the owner improved the lower level kitchenette area by adding appliances, updating cabinets and countertops, painting, and maintaining existing tiled flooring. Ms. Lancaster emphasized that the internal layout and longstanding use made the property unsuitable for single-family financing, which has resulted in buyers being limited to cash-only purchases; rezoning to R-3A would allow for more traditional financing and preserve the building's long-term viability.

The petitioner further addressed the rezoning criteria, noting that nearby properties include multifamily buildings to the east, and that the subject building has functioned in its current form for decades without complaints, parking issues, or life-safety violations. Ms. Lancaster argued that the rezoning supports the City's comprehensive plan's goals for high quality housing near downtown and serves residents seeking smaller units rather than large single-family homes.
Mr. Greenman confirmed that the petitioner understood staff's recommended condition stating that if more than 50% of the structure were destroyed, any rebuilding must conform to the newly approved zoning and could not recreate the third, nonconforming unit. The petitioner stated she understood this and agreed.

Because the request had been revised, Mr. Greenman reopened the public comment portion of the hearing.

Gregg Warfel, 33 Catherine Court, spoke on behalf of his son, who resides at 90 S. Williams. He stated that neighbors had long understood the building to be a two-flat and had no objections to it being rezoned as such. Mr. Warfel's only request was that language be added to prevent a future owner from seeking approval for a three-flat. He also referenced past photographs of the garden-level unit and reiterated prior concerns about its condition at the time of the petitioner's purchase.

Mr. Greenman thanked Mr. Warfel for his comments and clarified that the Commission cannot impose language restricting future petitions. Any future request, such as converting to three units, would still require notice, public hearing, and review by both the Commission and City Council. Mr. Greenman emphasized that a future owner cannot bypass the established public process.

Mr. Greenman closed the public comment portion of the hearing and asked for staff to present the staff report.

Mr. Moore provided a detailed staff summary. He compared the original set of variation requests to the revised petition, noting that some variations were no longer necessary once the building was limited to two units. Only four variations remained, and of those, only the lot width variation pertained to zoning; the remaining three would apply only in a scenario where the existing building destroyed and sought to be rebuilt within its current footprint. Mr. Moore also presented a color coded site plan showing impervious versus pervious surface areas and the structure's footprint. He noted that R-3A zoning was consistent with the Central Urban Residential planning area and explained that although the third unit could persist as a nonconforming use, it would technically lapse if abandoned for 90 consecutive days, though practical monitoring is limited.

Ms. Repholz recused herself from Commission discussion.

Mr. Gronow asked the petitioners how the home is currently being marketed. Ms. Lancaster stated it is listed generally as multifamily, consistent with how it was listed when purchased, and any future buyer's financing would need to comply with whatever zoning is ultimately approved.

Ms. Mason thanked the petitioner for reconsidering the previous request and expressed support for the two-family proposal.

Mr. Smith echoed Ms. Mason's appreciation for the reconsideration by the petitioners. He expanded on the zoning differences, explaining that when density and lot-area requirements are set aside, R-2 and R-3A are nearly identical except for impervious surface limits (50% for single-family versus 60% for two-family). Mr. Smith stated that from a planning perspective, the rezoning would not introduce significant change to the neighborhood.

Mr. Greenman agreed, reiterating that hardship findings can be supported by the building's long-standing configuration and unique circumstances. He appreciated the petitioner's willingness to consider their feedback as well as the concerns of residents.

Mr. Smith made a motion to approve the request as presented, with the following condition:

1. The presence of three dwelling units on the property, instead of the two allowed shall be subject to the rules for nonconforming uses in UDO Section 7-200B, and shall not be expanded in any form.

Ms. Mason seconded the motion. On roll call vote, all commissioners present voted yes. Ms. Repholz abstained. Motion passed.

From: Gregg Warfel <xxxxxxxx@xxxxx.com>
Sent: Thursday, December 4, 2025 9:23 PM
To: CityCouncil <CityCouncil@crystallake.org>
Subject: December 16 Council Meeting Agenda Item

Dear City Council Members,

My name is Gregg Warfel, 33 Catherine Ct. I am contacting you regarding a request that was first brought to Building and Zoning on November 5th, *#2025-197; Re: 80-82 South Williams Street, Rezone from R-2 to R-3B with Variations.*

I'll try to be brief in my explanation and request for your consideration. On Nov 5th Mary Kay and her attorney made the request to rezone the property from its current single family to multi family with the high density designation so Mary could sell the property as a three flat. Mary purchased the property in 2013, pulling that listing from Redfin and Homes.com the property was listed as an "In town two flat ideal for the savvy investor", and describes the 2 units. Mary told the board that the 3rd unit was added sometime in the 80's, she did some updates to it, she admits without permits to finish out the 3rd unit, so she could rent out this unit as well. She told the board that all she had to do was replace a few worn cabinets, when photos from the 2013 listing show all there was was a fireplace, some track lighting, and tile on the floor.

During the public portion of the meeting neighbors voiced concerns about parking, the high density designation, in short the neighborhood didn't want the change. They understood it had always been a two flat and had no issue if it was zoned from single family to a two flat.

With that Mary and her attorney asked for a non-binding pole of the board to get their impression and would they be in favor. Unanimously the board said no they would not be in favor of the three flat designation and change in zoning, Mary's attorney asked if they could get behind it if they changed their request to a two flat. The members of the board all said yes. with that MAary's attorney asked if the vote could be rescheduled so that she could talk to her client and resubmit. it was rescheduled till December 3.

Prior to the meeting on Nov. 5th the city of Crystal Lake said they sent out an inspector who said there were three distinctive units but found no permits on file with the city for the work.

For the December 3rd meeting the paper request had been revised asking that the property be rezoned to a two flat. The part of the revised submission that bothered me was on page 6;

Recommended Conditions: If a motion to recommend approval of the petitioners request is made, it should include the following conditions:

1. The presence of three dwelling units on the property, instead of the two allowed (upon approval of this zoning petition) shall to the rules for non conforming uses in UDO Section 7-200B, and shall not be expanded in any form.

Darrell, from CL Building and Zoning, as I understood it, said to the board that if any unit is vacant for 90 days it can never be rented again and remains a two flat.

My request for your consideration is that because Mary and her attorney couldn't get the board to approve the rezoning to a three flat they accomplished the same thing with the "Recommended Conditions", all it did was give them a 90 day window to keep renting the building as a three flat. I understand the boards not wanting to immediately make it a two flat meaning one tenant would have to be evicted. Mary has said that she is staying in the lower unit, again my understanding, until she sells the property and looks for a place elsewhere. The neighborhood request is that instead of the 90 day window, change the condition to be: the building changes to a two flat with any change in tenancy. With that no one has to be evicted to make it a two flat as it should be.

This will be coming to the City Council Meeting on December 16th for consideration.

Thank You for your time and your patience in the length of my email.

If you have any questions please don't hesitate to call or email.

--
Gregg
xxxxxxxx@xxxxx.com
xxx/xxx-xxxx

Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: December 16, 2025

Item: Bid Award – Salt for Water Treatment

Staff Recommendation: Motion to award the contract for the pricing and delivery of salt for water treatment to the lowest responsive, responsible bidder, Midwest Salt, LLC, and to adopt a Resolution authorizing the City Manager to execute a contract with Midwest Salt, LLC for water treatment salt in the amount of $129.28 per ton, with an option for one (1) additional one-year extension at the bid unit pricing of $135.28 per ton

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

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Background:
Salt is used daily at the City's five water treatment plants as part of the water treatment process to meet Illinois Environmental Protection Agency (IEPA) drinking water standards. The amount of salt used by the City varies based on water demand. Public Works anticipates utilizing approximately 3,500 tons of salt in 2026. The City does not have the capability to store large quantities of this salt. Therefore, it is important that the vendor provides deliveries throughout the year so water plant operations are not interrupted.

The City of Crystal Lake participates in the McHenry County Municipal Partnership Initiative (McMPI) where regional communities collaborate by preparing and soliciting bids for various projects. McMPI allows governmental agencies to combine purchasing power to leverage cost savings. The City of Crystal Lake partnered with the Village of Cary, the Village of Algonquin, the Village of Huntley, the Village of Island Lake, the Village of Union, and the City of Woodstock to solicit bids for salt. On December 3, 2025, the bids were publicly opened by the City of Woodstock. The results for Crystal Lake are as follows:

Bidder	Price per Ton (Base Year - 2026)	Price per Ton (Optional Year - 2027)
√ Midwest Salt, LLC West Chicago, IL	$129.28	$135.28
Morton Salt, Inc. Overland Park, KS	$194.10	$ 201.88

√ Indicates recommended lowest responsive and responsible bidder

The current one-year contract price with Midwest Salt, LLC is $133.68 per ton. The City of Woodstock managed the bidding process for McMPI and sent the bid advertisement to several bidders including those that have held the contract in the past.

Recommendation:

The Public Works Department has reviewed the bids received for completeness and accuracy. Midwest Salt, LLC currently provides salt to the City of Crystal Lake. It is staff's recommendation to award a one-year contract for water treatment salt to the lowest responsive and responsible bidder, Midwest Salt, LLC, in the amount of $129.28 per ton with an option for one (1) additional one-year extension at the bid unit pricing of $135.28 per ton.

Salt is an integral part of Crystal Lake's water treatment system and funds for this purchase are budgeted each fiscal year.

Votes Required to Pass:

Simple Majority

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE requires salt as part of its water treatment process; and

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

WHEREAS the McMPI conducted a joint public bid for salt to be used in water treatment processes and opened bids publically on December 3, 2025; and

WHEREAS the lowest responsive and responsible bidder is Midwest Salt, LLC, West Chicago, IL.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a one-year contract between the CITY OF CRYSTAL LAKE and Midwest Salt, LLC for the pricing and delivery of salt for water treatment in the amount of $129.28 per ton, with an option for one (1) additional one-year extension at the bid unit pricing of $135.28 per ton.

DATED this 16th day of December, 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST

_____
Nick Hammonds, CITY CLERK

PASSED: December 16, 2025
APPROVED: December 16, 2025

Draft

2026 BID TABLE – Solar Salt:

Delivery Method	Estimated Quantity (tons), Total for All Agencies	2026 Unit Price (Base Bid Year 1)	2026 Cost, Bid Total for All Agencies	2027 Unit Price (Base Bid Year 2)	2027 Cost, Bid Total for All Agencies
1) Controlled Flow Slotted Tailgate	8,080 tons	$129.28 per ton	$ 1,044,582.4	$ 135.28 per ton	$ 1,093,062.4
2) Truck and PUP Trailer	425 tons	$129.28 per ton	$ 54944.00	$ 135.28 per ton	$57494.00
JOINT BID TOTAL	**8,505 TONS**	--	$ 1,099,526.4	--	$ 1,150,556.4

2026 BID TABLE – U.S. Produced Southern Rock Salt:

Delivery Method	Estimated Quantity (tons), Total for All Agencies	2026 Unit Price (Base Bid Year 1)	2026 Cost, Bid Total for All Agencies	2027 Unit Price (Base Bid Year 2)	2027 Cost, Bid Total for All Agencies
1) Controlled Flow Slotted Tailgate	8,080 tons	$ 129.28 per ton	$ 1,044,582.4	$135.28 per ton	$ 1,093,062.4
2) Truck and PUP Trailer	425 tons	$ 129.28 per ton	$ 54944.00	$135.28 per ton	$ 57494.00
JOINT BID TOTAL	**8,505 TONS**	--	$ 1,099,526.4	--	$ 1,150,556.4

Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: December 16, 2025

Item: Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and authorization to enter into a contract with Mid-American Elevator Company, Inc. for emergency elevator repairs at the Municipal Complex in the amount of $55,240.00

Staff Recommendation: Motion to adopt an Ordinance waiving competitive bidding and authorizing the City Manager to execute a contract with Mid-American Elevator Company, Inc. for emergency elevator repairs at the Municipal Complex in the amount of $55,240.00, execute change orders for up to 10% of the contract amount, and approve warranted completion date change orders relating to the contract

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

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Background:
The Public Works Department is responsible for maintaining the City of Crystal Lake Municipal Complex, including the two elevators that operate within the building. These elevators are used daily and are maintained and repaired by qualified maintenance contractors. Although the elevators are regularly inspected and receive preventative maintenance, parts occasionally wear out and require replacement. The glide door operators that open and close the elevator doors have failed on the elevator that provides access between the Public Works Garage and the administrative offices. This elevator is currently out of service and requires repair. Replacement parts for this repair take several weeks to be delivered to the elevator maintenance contractor.

The elevator in the Municipal Complex lobby uses the same door operators as the elevator that is currently out of service, and they are the same age as those that failed in the out-of-service elevator. Although the door operators have not yet failed, they also require replacement. The lobby elevator provides the only ADA access to the upper and lower levels of the building, and it is crucial that this elevator remain in operation.

The Fleets & Facilities Division solicited multiple quotes for this work to find prices that would be most advantageous to the City. The quoted prices for the work are listed in the table below.

Contractor	*Quote Price per Elevator*	*Total Cost for Two Elevators*
Mid-American Elevator Company, Inc. [1] East Dundee, IL	$27,620.00	$55,240.00
KONE, Inc.	$57,616.42	$115,232.84
Otis Elevator Company Lombard, IL	$68,000.00	$136,000.00

[1] Indicates the lowest quote.

Recommendation:

It is City policy to bid out contracts whenever possible. However, due to the urgent nature of these repairs and the limited number of local contractors that provide emergency elevator repair services, staff recommends that the City waive the bidding requirements and enter into a contract with Mid-American Elevator Company, Inc. for the replacement of the glide door operators on both elevators located at the Municipal Complex, thereby bringing one elevator back into service and preventing unanticipated downtime of the elevator in the Municipal Complex lobby.

Votes Required to Pass:

Two-thirds majority vote of Council members holding office (4 affirmative votes, excluding Mayor).

Ordinance #:
File

ORDINANCE APPROVING THE WAIVER OF COMPETITIVE BIDDING FOR EMERGENCY ELEVATOR REPAIRS AT THE MUNICIPAL COMPLEX

WHEREAS, the CITY is responsible for maintaining the elevators at the Municipal Complex; and

WHEREAS there is a need for emergency repairs to the elevators at the Municipal Complex to ensure their continued operation; and

WHEREAS, CITY staff solicited multiple quotes for the required elevator repair work; and

WHEREAS, Mid-American Elevator Company, Inc. has offered the most advantageous pricing for the required elevator repairs.

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

SECTION ONE. Recitals. The foregoing recitals are incorporated as though fully set forth herein.

SECTION TWO. Waiver of Competitive Bidding and authorization to enter into a Contract with Mid-American Elevator Company, Inc. The City Manager is hereby authorized to enter into a contract, for emergency elevator repairs at the Municipal Complex at the quoted price of $55,240.00 without the necessity of seeking competitive bids; and 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

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

DATED this 16th day of December, 2025

APPROVED:

_____
Haig Haleblian, MAYOR

ATTEST:

_____
Nick Hammonds, CITY CLERK

Draft

PASSED: December 16, 2025
APPROVED: December 16, 2025

Mid-American Elevator Company, Inc.

PROPOSAL

Date: 12/5/2025

PROPOSAL SUBMITTED TO:	
Billing address:	City of Crystal Lake 100 W Woodstock Crystal Lake, IL 60014
Contact:	Strader, Ryan
Phone:	815-687-2613
Email or Fax:	Rstrader@crystallake.org
Proposal Name:	**Otis Glide Door Operator**
Job Address:	100 W Woodstock Crystal Lake, IL 60014
Proposal No:	Q-27623
Elevator No:	H001726

WORK TITLE: Otis Glide Operators

We propose to furnish labor and materials necessary to do the following:

- Furnish and install two new Otis Glide door operators.
- One for the front opening, one for the rear opening.
  - Secure elevator in safe fashion
  - Disconnect all wiring and remove the existing door operators
  - Install new operators
  - Price includes permit and inspection

Description	Price each	Quantity	Total
Otis glide operator upgrade	$13,810.00	2.00	$27,620.00
		Total amount	$27,620.00

PRICE:
We propose hereby to furnish material and labor to complete in accordance with the above specification for the sum of **$27,620.00 (Twenty-Seven Thousand Six Hundred Twenty Dollars & no/100)**

TERMS:
30% down payment balance due upon completion and issuance of invoice.

For proposals based on an hourly basis, travel time is billable at the same labor rate. All work will be done in strict accordance with any State and Local Codes. Properly affiliated and fully insured elevator technicians will do all work. All work has a 90-day guarantee.

We are to have uninterrupted use of the elevator during installation of equipment and to perform the work enumerated herein. All work to be done in a neat and workmanlike manner. Purchaser is to furnish power and light for operating our tools and temporary operation of equipment. Any changes in the building required to meet any local or state building or electrical codes or fire codes are made by the Purchaser. Any cutting or patching necessary for the installation of equipment furnished under this proposal shall be done by the Purchaser. Mid-American Elevator Co. shall not under any circumstances be liable for any redecorating that may be necessary upon the completion of work. Upon opening job should we discover further work is necessary we will notify you before proceeding. Seller retains ownership of all parts and material until they are paid for in full.

This price is firm for thirty (30) days from date of proposal. This proposal is submitted for prompt acceptance and prices are subject to change without notice.

It is understood, in consideration of our performance of the service enumerated herein, at the price stated, that nothing in this agreement shall be construed to mean that Mid-American Elevator Co., Inc. assumes any liability on account of accident or injury to any person or persons, except where accidents or injuries occur, solely and independently of all other causes, as a direct and proximate result of negligent acts or omissions of Mid-American Elevator Co., Inc., its agents or employees. It is further understood and agreed that, except as aforesaid, in case of accident or injury to persons or property, while riding in or being carried in or about said elevators, irrespective of whether such accidents result from the use of, operation, maintenance or condition of the elevators, hatchways, or appurtenances, you shall appear and defend and indemnify and hold Mid-American Elevator Co., Inc., its agents or employees, harmless from any and all claims, demands, suits or actions for property damage or bodily injuries which may be asserted or brought against Mid-American Elevator Co., Inc. No work, service or liability on the part of Mid-American Elevator Co., Inc. other than that specifically mentioned herein is included or intended. This contract shall constitute the entire agreement for the services described, and all prior representations, whether written or verbal, not incorporated herein, are superseded.

Mid-American Elevator Co., Inc. shall not be liable for loss or damage resulting from strikes, lockouts, fires, storms or other similar or dissimilar causes beyond its control and this agreement is subject to any delays caused directly or indirectly by such causes.

Mid-American Elevator Co., Inc. shall not be liable for the condition of any parts not furnished under this agreement. Should damage occur to our material or work on the premises by fire, theft, or otherwise, if not our fault, the purchaser is to compensate us therefore.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days. If overtime work is mutually agreed upon and performed, the additional price, at our usual rates for such work, shall be added to the contract price herein named. It is also agreed that we are to have uninterrupted use of the elevator while this work is being performed.

Superseded material is to be removed from the building by us and is to become our property, due allowance therefore having been made in the price quoted.

If any payment is delayed, 1½ percent per month interest shall be allowed on it from date due. We reserve the right to discontinue our work until such payment shall have been made as agreed.

The machinery, implements and apparatus furnished hereunder remain the property and we retain title thereto until final payment is made, with right to retake possession of the same at the cost of

the purchase if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to perform the work as specified. Payment will be made as outlined above.

ACCEPTED BY: SUBMITTED BY: Jennifer Davino

_____ _____

ACCEPTED FOR:

_____

DATE OF ACCEPTANCE:

_____

Proposal#: Q-27623

To pay by credit card:

Credit Card Information:	
Credit Card Name:	
Credit Card Type:	VISA MASTERCARD AMERICAN EXPRESS
Credit Card Billing Address:	
Credit Card Number:	
Expiration Date:	

KONE Care™

PEOPLE FLOW REPAIR AND UPGRADE PROPOSAL

November 25, 2025

City Of Crystal Lake

,

ATTN: Ryan Strader

Re: Door Operator Upgrades

KONE
Chicago
1080 Parkview Boulevard
Lombard, IL 60148
Phone: 6302805310
Fax:
kaitlyn.prorok@kone.com

Description of Work

We propose to furnish and install the labor, materials, tools and supervisions to perform the following work on the Passenger Elevator located at CITY OF CRYSTAL LAKE.

KONE to provide one team to remove the existing door operators and upgrade to GAL door operators for the front and rear opening.

Price

Our total price to perform the above-mentioned work amounts to: $57,616.42 plus applicable taxes.

Our price includes applicable labor, material and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from the date of this proposal.

THE CUSTOMER UNDERSTANDS THAT THIS IS A FIXED PRICE PROPOSAL. SUPPORTING DOCUMENTATION FOR MATERIALS AND/OR LABOR SHALL NOT BE A CONDITION PRECEDENT IN ORDER FOR PAYMENT IN FULL TO BE MADE TO KONE.

Down Payment
The above quoted price is based on a $28,808.00 down payment, due before the order will be processed. Once the proposal is signed and loaded into our system a down payment invoice will be issued. KONE reserves the right to delay ordering of material or commencing work until down payment is received. In the event the order is cancelled by the Customer, Customer shall reimburse KONE for all work performed and materials ordered as of the date of cancellation and Customer shall pay KONE a cancellation fee of 50% of the order value.

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of City Of Crystal Lake

Respectfully submitted by,
KONE Inc.

(Signature)	Kaitlyn Prorok, Sr Sales Consultant
(Print Name)	(Approved by) Authorized Representative
(Print Title)	(Title)
Date	Date

CONFIDENTIAL
© 2024 KONE INC.

KONE Care™

PEOPLE FLOW REPAIR AND UPGRADE PROPOSAL

November 25, 2025

City Of Crystal Lake

.

ATTN: Ryan Strader

Re: Door Operator Upgrades



Dear Ryan Strader,

The safety, performance and reliability of your vertical transportation equipment are important to us. We understand the value of the equipment to your building and know that the following areas are important to you:

- Passenger and employee safety
- Code compliance
- Performance and reliability
- Accessibility
- Aesthetics
- Eco-efficiency

Therefore, based on our detailed equipment evaluation, we thank you for the opportunity to submit the following proposal to you which will help improve your equipment in one or more of the above areas. Our trained service technicians will follow proven performance procedures to perform the recommended work in a safe, professional manner designed specifically for each piece of equipment.

Upon your approval, please sign and return the following proposal to our local Branch Office for processing.

Should you have any questions regarding this agreement, or if we can be of any further assistance, please contact me at 6302805310.

Sincerely,

Kaitlyn Prorok
Sr Sales Consultant
KONE Inc.

CONFIDENTIAL
© 2024 KONE INC.

Otis Service and Repair Order

11/12/2025

CUSTOMER NAME
Crystal Lake Municipal
100 W. Municipal Complex
Crystal Lake, IL 60039

OTIS ELEVATOR COMPANY
949 OAK CREEK DRIVE,
LOMBARD, IL 60148

OTIS CONTACT
Allison Schultz
Phone: (224) 257-9905
Email: Allison.Schultz1@otis.com

PROJECT LOCATION
CRYSTAL LAKE MUNICIPAL
100 W MUNICIPAL COMPLEX
CRYSTAL LAKE, IL 60014-4262

PROPOSAL NUMBER
QTE-002307441

OTIS SERVICE AND REPAIR ORDER

We propose to furnish the necessary material and labor on the following units:

Unit	Customer Designation
467575	ELV 1

SCOPE OF WORK

OTIS GLIDE™ A DOOR OPERATOR
A new OTIS GLIDE™ A door operator will be installed.

The doors on the car and at the hoistway entrances will be power-operated by means of an OTIS GLIDE™ A door operator mounted on top of the car or attached to the car header. The OTIS GLIDE™ A door operator utilizes a closed loop system and direct drive belt technology designed to provide consistent door performance despite changes in temperature or wind, and despite the presence of minor debris in the door track. Using a high-resolution encoder, the system monitors position data and adjusts performance to match operation parameters. The OTIS GLIDE™ A door operator also has a self-learn feature that enables the system to more efficiently be tuned.

The OTIS GLIDE™ A door operator uses energy-efficient permanent magnet AC motors that eliminates the carbon-dust present in traditional door operator systems that use DC induction motors. In addition, lubrication is not required for the OTIS GLIDE™ A door operator's sealed bearings, making the unit cleaner for your building and the environment.

Door operation shall be automatic at each landing, with door opening initiated as the car arrives at the landing. The doors will be arranged to remain open for an adjustable time period sufficient to meet ADA requirements. Door close will be arranged to start after a minimal time, consistent with building and ADA requirements. An electric car door contact will prevent the elevator from operating unless the car door is in the closed position.

Clarifications:
AHJ Inspection: The above-mentioned proposal often requires a AHJ inspection or a permit to be pulled for the completion of the project. Often times inspection lead times can range from one (1) to three (3) weeks depending on your local jurisdiction.

Hoistway Screening: The Hoistways between cars in the same group may be required to have hoistway screening installed.

OTIS SERVICE AND REPAIR ORDER

Elevator Adjacency Downtime: Depending on the distance to the neighboring cars, these cars may need to be temporarily removed from service due to Otis Safety Requirements, at Otis discretion.

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

Your account representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above. The price quoted below does not include sales tax and is valid for 30 days from the date specified above. The work will be scheduled based on the availability of material and manpower to complete the job efficiently.

The scope proposed herein represents the entire scope that we are contracted for, if additional work is required by others to allow for completion of this work and/or for the inspection to occur, that work is not included. If additional labor and material are needed, a supplemental proposal will be sent.

PRICE
$68,000.00
Sixty-eight thousand dollars

This price is based on a **one hundred** percent **(100%) downpayment** in the amount of $68,000.00.

PAYMENT TERMS:

- The downpayment amount is due in full prior to Otis ordering material and/or mobilizing.
- If you choose the alternative downpayment amount listed below, the corresponding adjustment shall be applied to the base contract amount.

Downpayment Percent	Price Adjustment Percentage	Authorization (Initial)
25%	+ 10%	
75%	+ 5%	

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

SUGGESTED BY: PATRICK WICHMAN
TITLE: Mechanic

Accepted in Duplicate

OTIS SERVICE AND REPAIR ORDER

Crystal Lake Municipal	Otis Elevator Company
Date:_____	Date:_____
Signed:	Signed:
_____	_____
Print Name: _____	Print Name: Jorie Balogh
Title: _____	Title: Director & GM, Chicago Suburbs
Email: _____	Email: _____

Company Name: Crystal Lake Municipal

□ Principal, Owner or Authorized Representative of Principal or Owner

□ Agent _____
(Name of Principal or Owner)

Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: December 16, 2025

Item: Contract Authorization – Integrated Supply Agreement

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute a one-year Integrated Supply Agreement with Genuine Parts Company using Sourcewell purchasing cooperative agreement #090624-GPC, with the option for up to five additional one-year extensions

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

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Background:

The City of Crystal Lake has been working with Genuine Parts Company (GPC), parent company of NAPA Auto Parts, since 2018 under an Integrated Supply Agreement. This agreement has provided the City with an in-house parts supply system, including a contracted employee, enabling the purchase of various parts, equipment and supplies at a discounted rate, along with an inventory management solution. A significant advantage of the system is that the City only pays for the parts and supplies it uses, and does not pay for, or have to manage, the on-site inventory. Under the agreement, the City reimburses GPC for its costs, including personnel costs and supplies, and pays an eight percent (8%) markup on GPC brand part costs. Like City contracts, Sourcewell contracts periodically expire and have to be renewed. In order to continue utilizing these services, the City must enter into a new agreement under the new Sourcewell agreement with GPC.

Discussion:

City staff believes that entering into a new Integrated Supply Agreement with Genuine Parts Company, through Sourcewell purchasing cooperative agreement #090624-GPC, would be most advantageous to the City. This agreement would allow the City to continue receiving discounted prices on parts, equipment and materials purchased through the contract, alleviates the need for the City to purchase, maintain and manage a parts inventory, and provides the City with efficiencies (savings of time and money) through this streamlined process.

The terms and pricing provided through Sourcewell purchasing cooperative agreement #090624-GPC was negotiated as part of an RFP that was advertised and reviewed by Sourcewell. As members of the Sourcewell purchasing cooperative, the City can take advantage of the contracts leveraged by the combined purchasing power of cooperative members, which helps reduce costs. Participation in this cooperative was authorized by Resolution 17R-98.

Recommendation:

It is the recommendation of the Public Works Department to enter into a one-year Integrated Supply Agreement with Genuine Parts Company with the option for up to five additional one-year extensions. Entering into an agreement with yearly extensions allows the City to annually evaluate program costs and benefits to ensure it represents the best value for the City.

Votes Required to Pass:

Simple Majority

RESOLUTION

WHEREAS the current Integrated Supply Agreement between the CITY OF CRYSTAL LAKE and Genuine Parts Company has come to the end of its term; and

WHEREAS CITY staff believe it would be most advantageous to the CITY to enter into a new Integrated Supply Agreement with Genuine Parts Company; and

WHEREAS the CITY participates in certain cooperative purchasing groups, including Sourcewell, which can save time and money in contract production as well as lower contract prices through the power of aggregation; and

WHEREAS agreement #090624-GPC, provided through the Sourcewell purchasing cooperative, offers pricing and terms for an Integrated Supply Agreement with Genuine Parts Company

Draft

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a one-year Integrated Supply Agreement between the CITY OF CRYSTAL LAKE and Genuine Parts Company, allowing for the purchase of various maintenance equipment, supplies, services, water meters, and inventory management solutions, using the terms and pricing provided through Sourcewell purchasing cooperative agreement #090624-GPC; and

BE IT FURTHER RESOLVED that the City Manager is authorized to approve up to five additional one-year extensions of this contract.

DATED this 16th day of December, 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Hammonds, CITY CLERK

PASSED: December 16, 2025
APPROVED: December 16, 2025

Draft

INTEGRATED SUPPLY AGREEMENT

BY AND BETWEEN

GENUINE PARTS COMPANY

AND

CITY OF CRYSTAL LAKE

Draft

INTEGRATED SUPPLY AGREEMENT
BY AND BETWEEN
GENUINE PARTS COMPANY
AND
CITY OF CRYSTAL LAKE

THIS INTEGRATED SUPPLY AGREEMENT (this "Agreement") is made by and between **GENUINE PARTS COMPANY**, a Georgia corporation (d/b/a NAPA Auto Parts) ("NAPA"), and **CITY OF CRYSTAL LAKE**, an Illinois municipal corporation ("CUSTOMER"), to be effective as of the _____ day of _____, 2025 (the "Effective Date").

WITNESSETH

WHEREAS, pursuant to a competitive bidding and selection process by Sourcewell (f/k/a National Joint Powers Alliance) (hereinafter, "Sourcewell"), a Minnesota-based Service Cooperative created by Minnesota Legislative Statute 123A.21, Sourcewell and NAPA executed contract #090624-GPC on December 3, 2024 (hereinafter, "Sourcewell Contract"), attached hereto as Exhibit C, to establish a source of supply for certain auto, truck and bus parts as well as to provide Integrated Business Solutions services; and

WHEREAS, by becoming a participating member of Sourcewell (hereinafter, "Member"), CUSTOMER and its related entities (hereinafter, "User Agencies") are authorized to utilize the pricing and incentives available to Sourcewell Members set forth in the Sourcewell Contract; and

WHEREAS, CUSTOMER desires to become a User Agency under such Sourcewell Contract and desires to receive integrated business solutions services from NAPA; and

WHEREAS, CUSTOMER and NAPA agree that the Sourcewell Contract is a vehicle by which CUSTOMER may contract directly with NAPA for parts and services, but that the terms and conditions of this Agreement and not the terms and conditions of the Sourcewell Contract shall govern the relationship of the parties; and

WHEREAS, NAPA desires to provide integrated business solutions services and to establish inventories in CUSTOMER's locations to service the fleet parts needs of CUSTOMER and to serve as the primary supplier of automotive replacement parts and other supplies and/or equipment (the "Inventory" or "Products") to serve the needs of CUSTOMER; and

WHEREAS, CUSTOMER desires to provide space for the Inventory on the premises of CUSTOMER for use by NAPA ("On Site Store") and agrees that NAPA will be its primary supplier of the Inventory pursuant to the terms herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

AGREEMENT

Each of the recitals set forth above is hereby incorporated into the Agreement in its entirety.

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1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) ***Primary Supplier*** shall mean the parts supplier that provides a minimum of ninety percent (90%) of the Inventory needs of CUSTOMER.

(b) ***NAPA Owned Store*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" which is wholly owned by NAPA.

(c) ***NAPA Jobber*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" with respect to which NAPA maintains no ownership interest.

(d) ***Current NAPA Jobber Acquisition Cost*** shall mean NAPA's current gold price as set forth on NAPA's Confidential Jobber Cost and Suggested Resales price list.

2. **CUSTOMER'S CURRENT LOCATIONS.** NAPA will establish On Site Store(s) at the CUSTOMER'S following location(s):

Crystal Lake City Hall
Public Work Department
100 W. Woodstock Street
Crystal Lake, IL 60014
Manager: Fleet and Facility Services Superintendent

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Additional locations of the CUSTOMER may be added to this Agreement but only by a written amendment executed and agreed to by both the CUSTOMER and NAPA.

3. **TERM.** This Agreement shall begin on the Effective Date and shall end on _____. This Agreement may be renewed for an additional five-year term upon mutual agreement by both the CUSTOMER and NAPA. Notwithstanding the foregoing, either party may terminate this Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination.

4. **DUTIES AND RESPONSIBILITIES OF NAPA.** NAPA shall have the following duties and responsibilities during the term of this Agreement:

(a) NAPA will operate the On Site Store(s) and provide the Inventory to CUSTOMER's now existing locations. NAPA shall provide all personnel required to operate the On Site Store(s).

(b) In those circumstances when delivery is required by CUSTOMER, NAPA will provide parts to CUSTOMER's locations on a daily route basis. In addition, NAPA will accelerate delivery on those items CUSTOMER requires to be delivered on an

expedited basis. NAPA will make all reasonable efforts to ensure prompt delivery to the CUSTOMER's location(s) requesting part(s).

(c) NAPA shall provide all computers and reports necessary to monitor monthly expenses as they pertain to the daily operation of the On Site Store(s). NAPA shall provide computer ordering and cataloging to each On Site Store.

(d) NAPA shall provide a profit and loss statement of the parts operations to the CUSTOMER on approximately the 25th of each month for each On Site Store.

(e) NAPA shall provide back-up emergency service during non-working hour contingencies. This overtime expense (calculated at time and one half) will be charged on a cost basis to CUSTOMER and must be pre-approved by CUSTOMER. The parties shall mutually agree upon the pre-approval process for such emergency situations. NAPA will provide a list of personnel, including telephone numbers, who will respond to emergency service requests.

(f) NAPA shall furnish, at its sole expense, telephone and internet facilities for the On Site Store.

5. DUTIES AND RESPONSIBILITIES OF CUSTOMER. CUSTOMER shall have the following duties and responsibilities during the term of this Agreement:

(a) CUSTOMER shall provide, at its sole expense, usable space for NAPA's On Site Store(s) and the Inventory. CUSTOMER shall provide access to restroom facilities for NAPA employees. Further, CUSTOMER shall furnish, at its sole expense, all utilities (except telephone and internet) for the On Site Store(s) including: water, sanitation, sewer, light, telephone, heat, gas, electricity, power, fuel, janitorial and all other utilities and services rendered or delivered to the On Site Store(s) whatsoever. CUSTOMER shall provide NAPA a safe work environment that is free from hostility, violence, or discrimination. NAPA reserves the right to terminate the contract immediately should NAPA encounter a hostile, violent, discriminatory, or unsafe work environment.

(b) CUSTOMER shall use NAPA as its Primary Supplier of the Inventory under this Agreement. CUSTOMER reserves the right to purchase any item outside this Agreement where it is determined to be more economical or timely so long as the purchase of aforesaid part or parts does not result in NAPA no longer being CUSTOMER's Primary Supplier in which case NAPA may terminate this Agreement.

(c) Each On Site Store location shall be appropriately secured or otherwise maintained separate and apart from the business of CUSTOMER. There shall be no intermingling of CUSTOMER's parts or other inventory with NAPA's parts or inventory. Access to the secured On Site Store(s) shall be restricted to NAPA employees and authorized NAPA representatives only. CUSTOMER'S employees, contractors or agents

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shall not be permitted to enter the secured On-Site Store area unless accompanied by a NAPA employee or other authorized NAPA representative.

(d) CUSTOMER shall, at all times during the term of this Agreement, at CUSTOMER'S sole expense, maintain in good condition and repair (so as to prevent any damage or injury to NAPA's employees, the Inventory or other personal property located in the On Site Store(s)) the roof, exterior walls, foundation, and structural portions of the On Site Store(s) and all portions of the electrical and plumbing systems lying outside of the On Site Store(s) but serving the On Site Store(s).

(e) CUSTOMER shall provide information regarding fleet changes to NAPA as soon as possible. Fleet changes include but are not limited to the removal of types of vehicles from the fleet and the addition of new vehicles to the fleet.

6. ALTERNATIVE SUPPLIERS. Each On Site Store may be serviced by a NAPA Owned Store or a NAPA Jobber. CUSTOMER acknowledges that whether it will be serviced by a NAPA Owned Store or a NAPA Jobber will be determined by NAPA, in its sole discretion, and that if CUSTOMER is to be serviced by a NAPA Jobber, then such NAPA Jobber must evidence its desire to abide by the terms of this Agreement by entering into an Assignment in the form of Exhibit A hereto.

7. PAYMENT TERMS/PRICING. NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER agrees to pay the entire amount of all statements received from NAPA by the 25th day of the month following receipt of any such statement. If CUSTOMER has not paid the entire amount of all statements received from NAPA within I0 days of the 25th day of the month following receipt of such invoice, CUSTOMER shall be put on Cash on Delivery until such amount is paid in fu No prompt pay discount is available under this Agreement.

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The overall objective of CUSTOMER's pricing plan is for NAPA to provide Products in accordance with the agreed upon Pricing Plan Summary set forth below and reimbursement by CUSTOMER of each On Site Store's operating expenses. These two categories in such pricing plan are defined as follows:

(a) ***Product Price***. The pricing of the Products to be supplied to CUSTOMER by NAPA pursuant to this Agreement shall be divided into: 1) "***NAPA Product Price***," which is the pricing of NAPA branded or NAPA cataloged supplier manufactured products; and 2) "***Non-NAPA Product Price***," which is the pricing of products which have not been manufactured by NAPA suppliers or do not exist in NAPA's proprietary catalog system but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement. The pricing of NAPA Product and Non-NAPA Product shall be billed in accordance with the Pricing Plan Summary defined below.

(b) ***Operational Expenses***. Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and

maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses to the extent arising or resulting from the negligent acts or omissions or intentional misconduct of CUSTOMER and covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, accounting and administrative fees, inventory investment expense, obsolescence expense for Non-NAPA Products, general office expenses, and shared service expenses. Deductibles for losses as outlined in the previous sentence shall not exceed those deductibles that the City currently pays as part of its own insurance policies. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs or expenses incurred relative to the operation of the On Site Store(s).

PRICING PLAN SUMMARY

NAPA Product Price	Billed to CUSTOMER at an 8% gross profit rate (The formula for NAPA Product Price for CUSTOMER is the Current NAPA Jobber Acquisition Cost divided by .92) This formula will achieve the gross profit rate set forth above. Example: Current NAPA Jobber Acquisition Cost is $ 1.00. CUSTOMER's price would be $1.00/. 92=$ 1.09
Non-NAPA Product Price	Billed to CUSTOMER at an 8% gross profit rate (The formula for Non-NAPA Product Price for CUSTOMER is the current product acquisition cost divided by .92) This formula will achieve the gross profit rate set forth above. Example: current product acquisition cost is $ 1.00. CUSTOMER's price would be $ 1.00/. 92=$ 1.09
Operational Expenses	Billed to CUSTOMER in accordance with Section 7(b) above.

Both NAPA Product and Non-NAPA Product shall be set by NAPA to yield a gross profit of eight percent (8%). Operational Expenses will be charged to CUSTOMER in accordance with Section 7(b) above, with all such charges for Operational Expenses to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for Operational Expenses on an "in arrears" basis.

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In addition, NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA), and CUSTOMER wil-1 be billed an additional charge for any such purchases so as to yield NAPA an eight percent (8%) gross profit on such purchases.CUSTOMER must provide pre-approval in writing of such outside purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

8. INSURANCE.

(a) CUSTOMER is a municipal corporation and is self-insured for liability and workers compensation. CUSTOMER shall provide to NAPA, upon execution of this Agreement, a copy of all Certificates of Insurance evidencing the insurance coverages above.

(b) NAPA shall maintain during the term of this Agreement worker's compensation insurance coverage for its employees located at the On Site Store in amounts required by law. In addition, NAPA shall maintain general liability and personal property insurance during the term of this Agreement in an amount sufficient to cover any loss or damage to the Inventory and any other personal property owned by NAPA that is located at the On Site Store. The Minimum Limits of such coverage shall be:

(i) Commercial General Liability. $1,000,000 combined single limit per occurrence for bodily injury and for property damage and $1, 000,000 per occurrence for personal injury. The general aggregate must be twice the required occurrence limit. Minimum General Aggregate must be no less than $2,000,000.

(ii) Business Automobile Liability. $1 ,000,000 combined single limit per accident for bodily injury and property damage.

(iii) Workers Compensation and Employers' Liability. Workers' Compensation Coverage with statutory limits and Employers' Liability limits of $500,000 per accident.

CUSTOMER will be named as an additional insured on a primary and non- contributory basis on NAPA's Commercial General Liability and Business

Automobile Liability policies required above to the extent of NAPA's indemnification obligations herein.

(c) The insurance policies in this section required to be held by each party shall contain a waiver of subrogation against the other party.

(d) Neither CUSTOMER nor its liability/workers compensation insurance provider shall procure or provide insurance for NAPA property or Inventory.

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9. NO LIENS.

(a) CUSTOMER warrants that it shall take no action, including but not limited to the granting of a security interest, or fail to take any action, which would operate or does operate in any way to encumber the Inventory of NAPA located in the On Site Store(s).

(b) CUSTOMER grants NAPA a power of attorney to execute such documents as are necessary to protect NAPA's interest in the Inventory on consignment on CUSTOMER's premises, including any UCC-1 statements.

10. PERSONNEL.

(a) NAPA and CUSTOMER shall attempt in good faith to mutually agree upon the identity of the persons that will be selected to staff the On Site Store(s).

(b) NAPA staff may be working in areas containing sensitive or restricted inform or materials. The CUSTOMER requires that NAPA conduct thorough background investigations on its employees including a criminal background check and that NAPA can provide proof of no felony convictions for the employees assigned to work in CUSTOMER facilities. NAPA agrees that the persons that will be selected to staff the On Site Store will not have a criminal record with felony convictions. No NAPA employees, at any time during the contract period, shall commence work until the above listed information has been submitted. CUSTOMER shall have and shall exercise fu and complete control over granting, denying, withholding, or terminating clearance for NAPA 's employees.

(c) In the case that the CUSTOMER is concerned about the detrimental effects of a NAPA employee's actions, NAPA will work in good faith with the CUSTOMER to resolve the problem. If the issue is not resolved by mutual agreement, CUSTOMER reserves the right to (1) require NAPA to immediately remove any of the NAPA personnel from the On Site Store(s) in such instances where the conduct of any NAPA personnel poses a threat to the health and safety of others or is otherwise detrimental to the safe operation of the On Site Store(s) or (2) require NAPA to remove NAPA personnel from the On Site Store(s) for Cause upon fifteen (15) days written notice where Cause is defi as the failure to perform job functions or any type of general misconduct including but not limited to misrepresentation.

(d) All NAPA staff for the On Site Store will display CUSTOMER approved photo identification badges while working on CUSTOMER premises. No NAPA staff will be allowed access to an area without displaying the required identification badge. NAPA staff shall wear uniforms with a company identification patch at all times while working on CUSTOMER premises.

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11. **WARRANTY/LIABILITY DISCLAIMER.** All Products supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each Product, and NAPA shall use reasonable commercial efforts to assist the CUSTOMER in processing all warranty claims that the CUSTOMER may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the CUSTOMER in connection with any claims concerning the Products supplied to CUSTOMER pursuant to this Agreement. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to CUSTOMER upon request.

For suppliers (or categories of suppliers) of Non-NAPA Products that CUSTOMER instructs NAPA to utilize or consider for future purchases, NAPA is under no obligation to (and NAPA disclaims all liability in connection with) investigate product quality, management, ownership, reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the products, individuals or entities at issue.

12. **TERMINATION FOR CAUSE.** This Agreement may be terminated immediately, unless otherwise stated in this Section 12, by either party for cause:

(a) In the event that the other party fails or refuses to pay any amounts due under this Agreement and such failure continues for ten (10) days;

(b) In the event that the other party fails or refuses to perform any other obligation required under this Agreement, and such failure or refusal continues for thirty (30) days after written notice thereof; or

(c) In the event that the other party files any bankruptcy petition, has any bankruptcy petition filed against it, makes any assignment of its assets for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.

13. **EFFECT OF TERMINATION.** Immediately upon termination, expiration, or non-renewal of this Agreement for any reason:

(a) All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any amounts due and owing to NAPA at the time of termination, expiration, or non-renewal.

(b) Each party shall immediately return to the other party all equipment, software, books, records, tools and any other personal property owned by the other party that are in such party's possession. CUSTOMER shall allow NAPA full and unrestricted access to enter into the On Site Store(s) and immediately remove all equipment and other items of personal property owned by NAPA without being deemed guilty of trespass or any other violation of the law. All inventory records, sales history, sales analysis and all

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other information generated by NAPA under this Agreement will be returned to CUSTOMER.

Nothing contained in this Section shall be deemed a waiver of, or in any other manner impair or prejudice, any other legal rights that either party may have against the other party for any breach of this Agreement. The provisions and obligations of Sections 9, 11, 14, 18, and 20 shall survive the termination, expiration, or non-renewal of this Agreement for any reason.

14. BUY-BACK OF INVENTORY. Upon termination, expiration, or non-renewal of this Agreement, NAPA shall have the option to require CUSTOMER to purchase all non-NAPA Inventory owned by NAPA and located in each On Site Store at NAPA's On Site Store's current product acquisition cost, and CUSTOMER shall have the option to purchase all NAPA Inventory, owned by NAPA and located in each On Site Store at the Current NAPA Jobber Acquisition Cost. Upon CUSTOMER's request, NAPA shall provide CUSTOMER with a listing of all NAPA and non-NAPA Inventory owned by NAPA and located in the On Site Store(s).

15. CHANGE OF CONTROL. Not applicable.

16. LANDLORD CONSENT AND WAIVER. Not Applicable.

17. INDEMNIFICATION. NAPA shall be responsible for and shall indemnify and hold CUSTOMER harmless from and against all damages, claims or demands that may, during the term of this Agreement, arise or be occasioned by the negligent or intentional acts of NAPA or NAPA's employees.

18. NOTICES. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered in person or sent by overnight mail through a reputable service, or by certified mail, return receipt requested, to the addresses set forth below:

As to NAPA:
Genuine Parts Company
2999 Wildwood Parkway
Atlanta, GA 30339
Attn: Corporate Counsel
Telephone: (678) 934-5028
Facsimile: (770) 956-2216

As to CUSTOMER:
City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, IL 60014
Attn: City Manager
Telephone: (815) 459-2020
Facsimile: (815) 459-3780

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Each such notice shall be deemed delivered (i) on the date of receipt if delivered by hand or overnight courier service or (ii) on the date three (3) business days after depositing with the United States Postal Service if mailed by registered or certified mail. Either party may change its address specified for this notice by giving the other party at least ten (10) days written notice in accordance with this Section 16.

19. FORCE MAJEURE / DAMAGE OF PREMISES.

(a) Whenever performance by either party of any of their respective obligations (other than the obligation to make payment of money due hereunder) is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies, pandemics, or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter; provided that the foregoing in this Section 17 shall not apply to obligations relating to the payment of money.

(b) NAPA may terminate this Agreement immediately in the event that the CUSTOMER's premises are damaged by any casualty, or such portion of the premises is condemned by any legally constituted authority, such as will make the CUSTOMER's premises unusable for the On Site Store(s) in the reasonable judgment of NAPA.

20. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective officers, directors, employees, successors and assigns. Notwithstanding the foregoing, the rights and obligations of either party to this Agreement may not be assigned without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

21. AMENDMENTS. No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

22. NO WAIVER OF RIGHTS. No failure of either party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

23. LIMITATIONS ON RIGHTS OF THIRD PARTIES. All obligations of a party under this Agreement are imposed solely and exclusively for the benefit of the parties, and no other person shall, under any circumstances, be deemed to be a beneficiary of such obligations.

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24. INDEPENDENT CONTRACTOR. The parties hereto are independent contractors. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, partnership, joint venturers or any other similar or representative relationship between the parties hereto.

25. CHOICE OF LAW. This Agreement shall be construed and interpreted under the laws of the State of Illinois.

26. COUNTERPARTS. This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

27. SECTION HEADINGS. Section titles or captions contained herein are inserted only as a matter of convenience for reference and in no way define, limit, extend, or describe the scope hereof or the intent of any provision hereof.

28. SEVERABILITY. In the event any part of this Agreement shall be finally determined by a court of law to be illegal or unenforceable for any reason, then that illegal or unenforceable part shall be severed from the Agreement, and the remaining terms shall continue in full force and effect.

29. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect.

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[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

GENUINE PARTS COMPANY

By: _____
Name: _____
Title:_____

CITY OF CRYSTAL LAKE

By: _____
Name: _____
Title:_____

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EXHIBIT A

ASSIGNMENT

See attached.

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ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, GENUINE PARTS COMPANY, a Georgia corporation (hereinafter "Assignor"), hereby assigns, transfers, sets over and delivers to [JOBBER], a _____ (hereinafter "Assignee"), all of Assignor's rights, obligations and interest, including any options to renew or extend the contract term, in those certain location(s) as set forth below, as governed by the Integrated Supply Agreement dated _____ by and between Genuine Parts Company and _____ [CUSTOMER] (the "Integrated Supply Agreement").

Location(s): _____

Assignee hereby accepts the assignment of the Integrated Supply Agreement, agrees to provide the services and perform all other obligations required to be performed by "NAPA" in said Integrated Supply Agreement at the times and in the manner set forth in said Integrated Supply Agreement, and shall be bound by all other terms, covenants and conditions of said Integrated Supply Agreement with regard to the location(s) set forth above, all with the same force and effect as if Assignee were originally named as "NAPA" therein.

[CUSTOMER] hereby consents to the above assignment of the Integrated Supply Agreement on the terms set forth herein and hereby agrees to release and discharge Assignor from any further obligation or liability under the Integrated Supply Agreement and to look solely to Assignee as the responsible party under the Integrated Supply Agreement for all liabilities or obligations arising from and after the effective date of this assignment.

The parties hereto agree that the assignment as set forth herein shall be effective as of 12:01 a.m. on _____.

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[Signatures appear on following page]

IN WITNESS WHEREOF, the undersigned have set their hands this _____ day of _____, 20_____.

ASSIGNOR:

GENUINE PARTS COMPANY

By: _____
Name: _____
Its: _____

ASSIGNEE:

_____ [JOBBER]

By: _____
Name: _____
Its: _____

Agreed and acknowledged:

_____ [CUSTOMER]

By: _____
Name: _____
Its: _____

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EXHIBIT B

SAMPLE PROFIT AND LOSS STATEMENT

See attached.

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City of Crystal Lake

Projected Expenses	NAPA Monthly Parts and Operational Projections	% To Sales	Target Year One	* Target Year Two Escalation 3%	Target Year Three Escalation 3%	Target Year Four Escalation 3%	Target Year Five Escalation 3%
Parts Purchases	30,000	100.00%	360,000	370,800	381,924	393,382	405,183
Cost of Goods	27,600	92.00%	331,200	341,136	351,370	361,911	372,769
Markup on Parts	2,400	8.00%	28,800	29,664	30,554	31,471	32,415
GROSS PROFIT	**2,400**	**8.00%**	**28,800**	**29,664**	**30,554**	**31,471**	**32,415**
Accounting Fees	**297**	**0.99%**	**3,564**	**3,671**	**3,781**	**3,894**	**4,011**
PAYROLL:							
Manager/Counter Salaries	4,116	13.72%	49,392	50,874	52,400	53,972	55,591
Delivery Driver Salaries	0	0.00%	-	-	-	-	-
Pension	0	0.45%	-	-	-	-	-
Insurance	675	2.25%	8,100	8,343	8,593	8,851	9,117
Workers Comp Insurance	0	0.00%	-	-	-	-	-
FICA/SECA/FUI/SUI	350	1.17%	4,200	4,326	4,456	4,589	4,727
Total IBS Payroll	**5,141**	**17.14%**	**61,692**	**63,543**	**65,449**	**67,413**	**69,435**
Miscellaneous Expenses							
Delivery Truck Insurance	114	0.38%	1,369	1,410	1,452	1,496	1,541
Delivery Maintenance/Gas	50	0.17%	600	618	637	656	675
Truck Payment	25	0.08%	300	309	318	328	338
Shelving/Cage Depreciation	-	0.00%	-	-	-	-	-
Freight & Postage	150	0.50%	1,800	1,854	1,910	1,967	2,026
General Liability Insurance	115	0.38%	1,380	1,421	1,464	1,508	1,553
Interest	-	0.00%	-	-	-	-	-
Light, Heat, Water	-	0.00%	-	-	-	-	-
Rent	-	0.00%	-	-	-	-	-
Stationary, Shipping Supplies	40	0.13%	480	494	509	525	540
Stock Loss	-	0.00%	-	-	-	-	-
Store Expenses	50	0.17%	600	618	637	656	675
Personal Property Taxes	-	0.00%	-	-	-	-	-
Telephone	365	1.22%	4,380	4,511	4,647	4,786	4,930
Inventory Computer	900	3.00%	10,800	11,124	11,458	11,801	12,155
Training	-	0.00%	-	-	-	-	-
TOTAL MISC. EXP.	**1,809**	**6.03%**	21,709	22,360	23,031	23,722	24,434
			-	-	-	-	-
TOTAL EXPENSES	**7,247**	**24.16%**	**86,965**	**89,574**	**92,261**	**95,029**	**97,880**
			-	-	-	-	-
Gross Profit Less Expenses	(4,847)	-16.16%	(58,165)	(59,910)	(61,707)	(63,558)	(65,465)
			-	-	-	-	-
Miscellaneous Discounts	-140	-0.47%	(1,680)	(1,730)	(1,782)	(1,836)	(1,891)
			-	-	-	-	-
MGMT FEE	**7,387**	**24.62%**	**88,645**	**91,304**	**94,043**	**96,865**	**99,771**
NET PROFIT	**2,400**	**8.00%**	**28,800**	**29,664**	**30,554**	**31,471**	**32,415**

Draft

EXHIBIT C

SOURCEWELL CONTRACT

A copy of the Sourcewell Contract may be found at: https://www.sourcewell-mn.gov/cooperative-purchasing/090624-GPC

Draft

Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date: December 16, 2025

Item: Resolution Amendment - Construction Engineering Services for the Re-Establish (Daylight) Crystal Creek Project

Staff Recommendation: Motion to amend the Resolution (Res. 24R-23) for Construction Engineering Services for the Re-Establish (Daylight) Crystal Creek project increasing the amount from $620,707 to $682,706, an increase of $61,999

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

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Background:

On March 5, 2024, the City Council adopted Resolution 24R-23 awarding a contract for construction engineering services to Christopher B. Burke Engineering (CBBEL) for the Re-Establish (Daylight) Crystal Creek project. Construction was originally expected to begin in May 2024; however, the City was notified that the project would be receiving three grant awards from the State of Illinois/ Federal Emergency Management Agency (FEMA). The start of the project was delayed while the necessary grant agreements were prepared, additional approvals received, and then approved by all agencies.

The grant agreements were approved by the City on November 4, 2025 and the project will commence in May 2026. Because the project was delayed by two years, staff believes CBBEL is justified in adjusting their hourly rates. Additionally, the three grant awards require additional reporting requirements and extensive closeout documentation. The City has also applied to remap the floodplain once construction is complete, which is a lengthy process involving significant closeout work that CBBEL will assist with. As a result of these changes, CBBEL is requesting an additional $61,999 to the original contract amount.

	Original Contract	Amended Contract
Total Fee	$620,707	$682,706
Grant Coordination/Paperwork	-	50 hours
FEMA LOMR Permit Close-Out	-	80 hours
Total Manhours	3,011 hours	3,141 hours

Recommendation:
Staff has reviewed CBBEL's requested cost increase and finds it to be appropriate and justified. This is a two year contract and funds have been budgeted for this increase in fiscal year 2026 and will be proposed for the fiscal year 2027 budget.

Votes Required to Pass:
Simple majority

RESOLUTION

WHEREAS, on March 5, 2024 the City Council adopted Resolution 24R-23 awarding a contract for Construction Engineering Services for the Re-Establish Crystal Creek Improvement to Christopher B. Burke Engineering Limited (the "Contract") for an amount of $620,707.

WHEREAS, construction of the Re-Establish Crystal Creek Improvement was delayed from May 2024 to May 2026 due to the City receiving grants from the State of Illinois and the Federal Government; and

WHEREAS, the two year delay in construction start, additional documentation required by the grants, and additional technical submittals to revise the floodplain warrant an increase in the original agreed upon fee for the Contract.

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 Resolution 24R-23 for the construction engineering contract between the City of Crystal Lake and Christopher B. Burke Engineering Limited for the Re-Establish (Daylight) Crystal Creek Project shall be amended to increase the contract total from $620,707 to $682,706.

DATED this 16th day of December, 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST

_____
Nick Hammonds, CITY CLERK

PASSED: December 16, 2025
APPROVED: December 16, 2025

Draft

Local Public Agency
Village of Crystal Lake

County
McHenry

Section Number
N/A

Consultant / Subconsultant Name
Christopher B. Burke Engineering, Ltd.

Job Number
Re-establish Crystal C

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 155.00%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Project Management & Administration		80	6,090	9,440	2,010		17,540	2.57%
Coordination & Communication		80	6,090	9,440	2,010		17,540	2.57%
Construction Engineering Services / RE Hours		2375	173,596	269,073	57,287		499,956	73.23%
Additional Inspection Hours & Construction Assistance / Non-RE		400	19,482	30,197	6,429		56,108	8.22%
Contingency Inspection Hours in case of time extension			-	-	-		-	0.00%
Material Testing			-	-	-	25,000	25,000	3.66%
Equipment / Direct Costs (including vehicle/transportation costs)	28,860		-	-	-		-	0.00%
As-Builts Survey & Project Close-out		76	5,963	9,242	1,968		17,173	2.52%
Sec 319 & GIGO Permitting Coordination		50	3,806	5,900	1,256		10,962	1.61%
FEMA LOMR Permit Close-out		80	3,322	5,149	1,096		9,567	1.40%
			-	-	-		-	
			-	-	-		-	
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			-	-	-		-	
			-	-	-		-	
Subconsultant DL							$0.00	
Direct Costs Total ===>	$28,860.00						**$28,860.00**	4.23%
TOTALS		3141	218,349	338,441	72,056	25,000	682,706	100.00%
			556,790					

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
Village of Crystal Lake	McHenry	N/A
Prime Consultant (Firm) Name	**Prepared By**	**Date**
Christopher B. Burke Engineering, Ltd.	Greg Sanders, PE	10/8/2025
Consultant / Subconsultant Name	**Job Number**	
Christopher B. Burke Engineering, Ltd.	Re-establish Crystal Creek Ph III Services	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

UPDATED DUE TO DELAYED START OF PROJET, ORIGNAL DATE OF FEE PROPOSAL = 2/19/24

PAYROLL ESCALATION TABLE

CONTRACT TERM	21	MONTHS	OVERHEAD RATE	155.00%
START DATE	4/1/2026		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2026		% OF RAISE	3.00%
END DATE	12/31/2027			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	4/1/2026	1/1/2026	-3	-14.29%
1	1/2/2026	1/1/2027	12	58.86%
2	1/2/2027	1/1/2028	12	60.62%

The total escalation = 5.19%

Local Public Agency	County	Section Number
Village of Crystal Lake	McHenry	N/A

Consultant / Subconsultant Name	Job Number
Christopher B. Burke Engineering, Ltd.	Re-establish Crystal Cr

PAYROLL RATES

EXHIBIT D COSTESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	90.00
ESCALATION FACTOR	5.19%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Engineer VI	$83.06	$87.37
Engineer V	$72.37	$76.13
Engineer IV	$59.40	$62.49
Engineer III	$45.29	$47.64
Engineer I/II	$37.53	$39.48
Survey V	$86.00	$90.00
Survey IV	$79.30	$83.42
Survey III	$68.82	$72.39
Survey II	$56.50	$59.43
Survey I	$40.63	$42.74
Engineering Technician V	$71.00	$74.69
Engineering Technician IV	$55.23	$58.10
Engineering Technician III	$46.30	$48.70
Engineering Technician I/II	$34.50	$36.29
CAD Manager	$73.26	$77.07
CAD Technician II	$54.39	$57.22
CAD Technician I	$29.00	$30.51
GIS Specialist III	$61.00	$64.17
Landscape Architect II	$69.00	$72.58
Environmental Resource Specialist V	$75.93	$79.87
Environmental Resource Specialist IV	$63.80	$67.11
Environmental Resource Specialist III	$42.33	$44.53
Environmental Resource Specialist I/II	$31.67	$33.32
Environmental Resource Technician	$46.80	$49.23
Landscape Designer I/II	$31.50	$33.14
Business Operations Department	$59.42	$62.51

Local Public Agency	County	Section Number
Village of Crystal Lake	McHenry	N/A
Consultant / Subconsultant Name		**Job Number**
Christopher B. Burke Engineering, Ltd.		Re-establish Crystal Creek Ph III Se

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day	444	$65.00	$28,860.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	$28,860.00

Local Public Agency
Village of Crystal Lake

County
McHenry

Section Number
N/A

Consultant / Subconsultant Name
Christopher B. Burke Engineering, Ltd.

Job Number
Re-establish Crystal Creek P

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Management & Administration			Coordination & Communication			Construction Engineering Services / RE Hours			& Construction Assistance / Non-RE			Hours in case of time extension		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	87.37	0.0																	
Engineer V	76.13	2,385.0	75.93%	57.81	80	100.00%	76.13	80	100.00%	76.13	2175	91.58%	69.72						
Engineer IV	62.49	0.0																	
Engineer III	47.64	20.0	0.64%	0.30															
Engineer I/II	39.48	60.0	1.91%	0.75															
Survey V	90.00	8.0	0.25%	0.23															
Survey IV	83.42	32.0	1.02%	0.85															
Survey III	72.39	32.0	1.02%	0.74															
Survey II	59.43	0.0																	
Survey I	42.74	0.0																	
Engineering Technician V	74.69	0.0																	
Engineering Technician IV	58.10	0.0																	
Engineering Technician III	48.70	400.0	12.73%	6.20										400	100.00%	48.70			
Engineering Technician I/II	36.29	0.0																	
CAD Manager	77.07	0.0																	
CAD Technician II	57.22	0.0																	
CAD Technician I	30.51	0.0																	
GIS Specialist III	64.17	4.0	0.13%	0.08															
Landscape Architect II	72.58	0.0																	
Environmental Resource Specialist V	79.87	0.0																	
Environmental Resource Specialist IV	67.11	40.0	1.27%	0.85							40	1.68%	1.13						
Environmental Resource Specialist III	44.53	0.0																	
Environmental Resource Specialist I/II	33.32	160.0	5.09%	1.70							160	6.74%	2.24						
Environmental Resource Technician	49.23	0.0																	
Landscape Designer I/II	33.14	0.0																	
Business Operations Department	62.51	0.0																	
		0.0																	
TOTALS		3141.0	100%	$69.52	80.0	100.00%	$76.13	80.0	100%	$76.13	2375.0	100%	$73.09	400.0	100%	$48.70	0.0	0%	$0.00

Local Public Agency
Village of Crystal Lake

County
McHenry

Section Number
N/A

Consultant / Subconsultant Name
Christopher B. Burke Engineering, Ltd.

Job Number
Re-establish Crystal Creek

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Material Testing			Equipment / Direct Costs (including vehicle/transportation			As-Builts Survey & Project Close-out			Sec 319 & GIGO Permitting Coordination			FEMA LOMR Permit Close-out					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer VI	87.37																		
Engineer V	76.13										50	100.00%	76.13						
Engineer IV	62.49																		
Engineer III	47.64													20	25.00%	11.91			
Engineer I/II	39.48													60	75.00%	29.61			
Survey V	90.00							8	10.53%	9.47									
Survey IV	83.42							32	42.11%	35.12									
Survey III	72.39							32	42.11%	30.48									
Survey II	59.43																		
Survey I	42.74																		
Engineering Technician V	74.69																		
Engineering Technician IV	58.10																		
Engineering Technician III	48.70																		
Engineering Technician I/II	36.29																		
CAD Manager	77.07																		
CAD Technician II	57.22																		
CAD Technician I	30.51																		
GIS Specialist III	64.17							4	5.26%	3.38									
Landscape Architect II	72.58																		
Environmental Resource Specialist V	79.87																		
Environmental Resource Specialist IV	67.11																		
Environmental Resource Specialist III	44.53																		
Environmental Resource Specialist I/II	33.32																		
Environmental Resource Technician	49.23																		
Landscape Designer I/II	33.14																		
Business Operations Department	62.51																		
TOTALS		0.0	0%	$0.00	0.0	0%	$0.00	76.0	100%	$78.46	50.0	100%	$76.13	80.0	100%	$41.52	0.0	0%	$0.00

Agenda Item No: 16

City Council Agenda Supplement

Meeting Date: December 16, 2025

Item: Bid Award – Crystal Creek Daylighting Project Phase 1 and Phase 2

Staff Recommendation: Motion to award the bid for the Crystal Creek Daylighting Project Phase 1 and Phase 2 to the lowest responsive and responsible bidder, Berger Contractors, and adopt a Resolution authorizing the City Manager to execute a contract with Berger Contractors in the amount of $5,833,678.25, execute change orders for up to 10% of the contract amount, and approve warranted completion date change orders relating to the contract

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

Background:

A section of Crystal Creek, behind South Elementary School and in front of Lundahl Middle School, was placed in an undersized storm sewer around the time the schools were constructed. The exhibit shows the section of the creek that is currently open channel flow (blue dotted line), the upsized culverts replaced in 2019 (yellow rectangles), and the section that is currently in an undersized storm sewer (red dashed line).



The Crystal Creek Daylighting Project will remove the undersized storm sewer and establish an open channel creek similar to what currently exists north and south of the project. This will reduce area flooding, improve water quality and benefit the ecology of the creek. The project will also reduce the extent and depth of the floodplain in some areas. The City is currently working with the regulatory agencies to "re-map" the floodplain upon completion of construction.

Construction is anticipated to commence in May of 2026 and construction can only take place when the schools are not in session to minimize impacts. Therefore, construction work will span two construction seasons (summer 2026 and 2027).

On December 4, 2025, staff publicly opened and read aloud bids received for the Crystal Creek Daylighting Project Phase 1 and Phase 2. The summary of bids is as follows:

Bidder	Bid Amount
√ Berger Contractors	$5,833,678.25
Everlast Blacktop	$6,080,239.33
Lima Excavating	$6,277,999.93
Bolder Contractors	$7,130,477.50
Martam Construction	$7,296,326.00
Campanella & Sons	$7,643,540.75

√ Indicates recommended lowest responsible bidder

Recommendation:

The Public Works Department has reviewed all bids received for completeness and accuracy, in accordance with the invitation to bid document. Based on this assessment, City staff recommends awarding the contract for the Crystal Creek Daylighting Project Phase 1 and Phase 2 to the lowest responsive and responsible bidder Berger Contractors, in the amount of $5,833,678.25.

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

The City received $2,061,644 in grant funding. The following table breaks down the funding:

Grant Program	Amount
FEMA Pre-Disaster Mitigation - Congressionally Directed Spending	$1,383,069.00
IEPA Section 319	$479,145.00
IEPA Green Infrastructure Grant Opportunities	$199,430.00
Total Grant Funding	$2,061,644.00
Construction Award	$5,833,678.25
CITY SHARE OF CONSTRUCTION	**$3,772,034.25**

City staff has worked with Berger Contractors previously with satisfactory results. Sufficient funds are available in the Fiscal Year 2026 Budget to fund the 2026 portion of the project. Fund will be proposed for Fiscal Year 2027 for the portion of the project to be constructed in 2027.

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS, the City has determined that re-establishing (daylighting) Crystal Creek between Highland Avenue and St. Andrews Lane will reduce flooding, improve water quality, and benefit the ecology of Crystal Creek; and

WHEREAS, the CITY received and publicly opened bids for the Crystal Creek Daylighting Project Phase 1 and Phase 2 on December 4, 2025; and

WHEREAS, the lowest responsive and responsible bidder is Berger Contractors, Wauconda, Illinois.

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

BE IT FURTHER RESOLVED that the bid for the Crystal Creek Daylighting Project Phase 1 and Phase 2 be awarded to the lowest responsive and responsible bidder, Berger Contractors; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Berger Contractors in the amount of $5,833,678.25; 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 16th day of December, 2025.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Hammonds, CITY CLERK

PASSED: December 16, 2025
APPROVED: December 16, 2025

Draft

Bid Opening - Crystal Creek Daylighting Project - 12/4/25, 10:30am

Item Number	Items	Unit	Quantity	Berger Contractors Wauconda, IL		Everlast Blacktop St. Charles, IL		Lima Excavating Ringwood, IL		Bolder Contractors Cary, IL		Martam Construction Elgin, IL		Campanella & Sons Wadsworth, IL	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
20200100	EARTH EXCAVATION	CU YD	11,500	$34.00	$391,000.00	$34.00	$391,000.00	$19.70	$226,550.00	$39.00	$448,500.00	$38.61	$444,015.00	$45.00	$517,500.00
20101100	TREE TRUNK PROTECTION	EACH	20	$190.00	$3,800.00	$120.00	$2,400.00	$107.00	$2,140.00	$190.00	$3,800.00	$250.00	$5,000.00	$185.00	$3,700.00
20101200	TREE ROOT PRUNING	EACH	8	$225.00	$1,800.00	$590.00	$4,720.00	$611.00	$4,888.00	$230.00	$1,840.00	$265.00	$2,120.00	$200.00	$1,600.00
20101300	TREE PRUNING (1 TO 10 INCH DIAMETER)	EACH	8	$200.00	$1,600.00	$1.00	$8.00	$833.00	$6,664.00	$200.00	$1,600.00	$250.00	$2,000.00	$90.00	$720.00
20101350	TREE PRUNING (OVER 10 INCH DIAMETER)	EACH	8	$250.00	$2,000.00	$1.00	$8.00	$1,111.00	$8,888.00	$250.00	$2,000.00	$315.00	$2,520.00	$200.00	$1,600.00
20400800	FURNISHED EXCAVATION (CLAY)	CU YD	675	$2.00	$1,350.00	$34.00	$22,950.00	$10.10	$6,817.50	$1.00	$675.00	$1.00	$675.00	$45.00	$30,375.00
20700220	POROUS GRANULAR EMBANKMENT	CU YD	2,515	$1.00	$2,515.00	$52.50	$132,037.50	$72.90	$183,343.50	$1.00	$2,515.00	$55.00	$138,325.00	$135.00	$339,525.00
*20800150	TRENCH BACKFILL, SPECIAL	CU YD	1,850	$69.00	$127,650.00	$55.50	$102,675.00	$106.35	$196,747.50	$1.00	$1,850.00	$67.00	$123,950.00	$70.00	$129,500.00
21101505	TOPSOIL EXCAVATION AND PLACEMENT (6")	CU YD	4,250	$1.00	$4,250.00	$28.00	$119,000.00	$19.20	$81,600.00	$1.00	$4,250.00	$23.75	$100,937.50	$40.00	$170,000.00
*25200200	SUPPLEMENTAL WATERING	UNIT	350	$40.00	$14,000.00	$1.10	$385.00	$54.40	$19,040.00	$1.00	$350.00	$40.00	$14,000.00	$0.10	$35.00
25000110	SEEDING, CLASS 1A	SQ YD	12,000	$0.85	$10,200.00	$0.80	$9,600.00	$1.00	$12,000.00	$0.90	$10,800.00	$1.00	$12,000.00	$7.50	$90,000.00
25000350	SEEDING, CLASS 7	SQ YD	12,500	$0.25	$3,125.00	$0.18	$2,250.00	$1.00	$12,500.00	$0.30	$3,750.00	$0.32	$4,000.00	$0.25	$3,125.00
25000400	NITROGEN FERTILIZER NUTRIENT	POUND	590	$2.50	$1,475.00	$2.00	$1,180.00	$2.75	$1,622.50	$3.00	$1,770.00	$2.50	$1,475.00	$1.00	$590.00
25000500	PHOSPHORUS FERTILIZER NUTRIENT	POUND	590	$2.50	$1,475.00	$2.00	$1,180.00	$2.75	$1,622.50	$3.00	$1,770.00	$2.50	$1,475.00	$1.00	$590.00
25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	590	$2.50	$1,475.00	$2.00	$1,180.00	$2.75	$1,622.50	$3.00	$1,770.00	$2.50	$1,475.00	$1.00	$590.00
25100125	MULCH, METHOD 3 (HYDROMULCH)	SQ YD	24,500	$0.95	$23,275.00	$0.80	$19,600.00	$1.90	$46,550.00	$1.00	$24,500.00	$1.20	$29,400.00	$0.50	$12,250.00
*25100630	EROSION CONTROL BLANKET	SQ YD	5,000	$1.85	$9,250.00	$2.20	$11,000.00	$3.30	$16,500.00	$2.00	$10,000.00	$2.20	$11,000.00	$1.50	$7,500.00
*25100635	HEAVY DUTY EROSION CONTROL BLANKET	SQ YD	2,250	$9.45	$21,262.50	$2.80	$6,300.00	$15.00	$33,750.00	$9.50	$21,375.00	$11.00	$24,750.00	$2.00	$4,500.00
28000400	PERIMETER EROSION BARRIER	FOOT	7,000	$3.05	$21,350.00	$4.80	$33,600.00	$3.65	$25,550.00	$3.00	$21,000.00	$3.60	$25,200.00	$5.00	$35,000.00
28000500	INLET AND PIPE PROTECTION	EACH	11	$280.00	$3,080.00	$330.00	$3,630.00	$116.00	$1,276.00	$300.00	$3,300.00	$325.00	$3,575.00	$200.00	$2,200.00
28000510	INLET FILTERS	EACH	30	$250.00	$7,500.00	$200.00	$6,000.00	$316.00	$9,480.00	$50.00	$1,500.00	$300.00	$9,000.00	$250.00	$7,500.00
28100107	STONE RIPRAP, RR4 CHINKED WITH RR1	SQ YD	1,125	$77.00	$86,625.00	$93.00	$104,625.00	$142.60	$160,425.00	$150.00	$168,750.00	$112.00	$126,000.00	$123.00	$138,375.00
28200200	FILTER FABRIC	SQ YD	1,125	$8.00	$9,000.00	$2.00	$2,250.00	$2.50	$2,812.50	$7.00	$7,875.00	$4.70	$5,287.50	$4.00	$4,500.00
35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	2,000	$13.00	$26,000.00	$9.00	$18,000.00	$8.70	$17,400.00	$12.00	$24,000.00	$9.22	$18,440.00	$13.00	$26,000.00
35501304	HOT-MIX ASPHALT BASE COURSE, 5"	SQ YD	2,000	$35.00	$70,000.00	$29.96	$59,920.00	$38.75	$77,500.00	$37.00	$74,000.00	$39.00	$78,000.00	$34.90	$69,800.00
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	21,000	$0.50	$10,500.00	$0.01	$210.00	$1.00	$21,000.00	$0.01	$210.00	$0.01	$210.00	$0.50	$10,500.00
40600827	LEVELING BINDER (MACHINE METHOD0, IL9.5, N50	TON	95	$152.00	$14,440.00	$260.00	$24,700.00	$168.40	$15,998.00	$140.00	$13,300.00	$150.00	$14,250.00	$152.00	$14,440.00
*42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH (SPECIAL)	SQ FT	14,250	$11.50	$163,875.00	$10.90	$155,325.00	$11.75	$167,437.50	$11.30	$161,025.00	$11.00	$156,750.00	$14.50	$206,625.00
*42400800	DETECTABLE WARNINGS	SQ FT	950	$59.00	$56,050.00	$50.00	$47,500.00	$72.20	$68,590.00	$40.00	$38,000.00	$42.00	$39,900.00	$58.50	$55,575.00
*44000100	PAVEMENT REMOVAL	SQ YD	2,000	$11.75	$23,500.00	$16.00	$32,000.00	$5.78	$11,560.00	$10.00	$20,000.00	$12.50	$25,000.00	$20.00	$40,000.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	2,500	$4.50	$11,250.00	$7.00	$17,500.00	$4.95	$12,375.00	$12.00	$30,000.00	$13.50	$33,750.00	$4.48	$11,200.00
44000300	CURB REMOVAL	FOOT	210	$5.50	$1,155.00	$9.00	$1,890.00	$9.45	$1,984.50	$10.00	$2,100.00	$10.00	$2,100.00	$5.00	$1,050.00
44000400	COMBINATION CURB AND GUTTER REMOVAL	FOOT	150	$5.50	$825.00	$9.00	$1,350.00	$9.45	$1,417.50	$10.00	$1,500.00	$10.00	$1,500.00	$7.00	$1,050.00
44000600	SIDEWALK REMOVAL	SQ FT	11,750	$1.35	$15,862.50	$1.90	$22,325.00	$0.80	$9,400.00	$2.00	$23,500.00	$2.00	$23,500.00	$1.20	$14,100.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	275	$130.27	$35,824.25	$138.00	$37,950.00	$144.70	$39,792.50	$140.00	$38,500.00	$155.00	$42,625.00	$130.27	$35,824.25
40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	265	$140.00	$37,100.00	$138.00	$36,570.00	$155.55	$41,220.75	$145.00	$38,425.00	$165.00	$43,725.00	$140.00	$37,100.00
*44201347	CLASS C PATCH, 9" (SPECIAL)	SQ YD	125	$127.00	$15,875.00	$184.00	$23,000.00	$147.65	$18,456.25	$120.00	$15,000.00	$216.00	$27,000.00	$100.00	$12,500.00
*44201759	CLASS D PATCH, 9" (SPECIAL)	SQ YD	550	$95.00	$52,250.00	$83.15	$45,732.50	$88.00	$48,400.00	$195.00	$107,250.00	$228.00	$125,400.00	$85.00	$46,750.00
50104400	CONCRETE HEADWALL REMOVAL	EACH	4	$1,425.00	$5,700.00	$2,000.00	$8,000.00	$3,258.00	$13,032.00	$5,000.00	$20,000.00	$1,260.00	$5,040.00	$3,000.00	$12,000.00
*50105220	PIPE CULVERT REMOVAL	FOOT	300	$39.00	$11,700.00	$50.00	$15,000.00	$51.90	$15,570.00	$17.00	$5,100.00	$8.00	$2,400.00	$30.00	$9,000.00
50200100	STRUCTURE EXCAVATION	CU YD	3,990	$1.00	$3,990.00	$41.00	$163,590.00	$10.40	$41,496.00	$1.00	$3,990.00	$51.00	$203,490.00	$50.00	$199,500.00
51500100	NAME PLATES	EACH	3	$1,000.00	$3,000.00	$900.00	$2,700.00	$1,111.00	$3,333.00	$1,000.00	$3,000.00	$1,150.00	$3,450.00	$1,000.00	$3,000.00
*54001001	BOX CULVERT END SECTIONS, CULVERT NO. 1	EACH	6	$29,000.00	$174,000.00	$59,950.00	$359,700.00	$61,182.00	$367,092.00	$50,000.00	$300,000.00	$38,950.00	$233,700.00	$40,000.00	$240,000.00
*54001002	BOX CULVERT END SECTIONS, CULVERT NO. 2	EACH	6	$29,000.00	$174,000.00	$59,950.00	$359,700.00	$61,182.00	$367,092.00	$50,000.00	$300,000.00	$38,950.00	$233,700.00	$40,000.00	$240,000.00
54010706	PRECAST CONCRETE BOX CULVERTS 7' X 6'	FOOT	378	$1,950.00	$737,100.00	$1,071.28	$404,943.84	$1,224.35	$462,804.30	$1,800.00	$680,400.00	$2,280.00	$861,840.00	$1,320.00	$498,960.00
54010905	PRECAST CONCRETE BOX CULVERTS 9' X 5'	FOOT	453	$1,930.00	$874,290.00	$1,320.00	$597,960.00	$1,370.80	$620,972.40	$2,200.00	$996,600.00	$2,650.00	$1,200,450.00	$1,645.00	$745,185.00
*54210192	PIPE ELBOW, 36" HDPE, 45 DEGREES	EACH	2	$5,965.00	$11,930.00	$4,000.00	$8,000.00	$3,227.00	$6,454.00	$3,000.00	$6,000.00	$4,460.00	$8,920.00	$4,365.00	$8,730.00
*54213657	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	4	$2,050.00	$8,200.00	$2,500.00	$10,000.00	$2,227.00	$8,908.00	$3,000.00	$12,000.00	$1,820.00	$7,280.00	$1,800.00	$7,200.00
*54213681	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 36"	EACH	2	$5,056.00	$10,112.00	$4,500.00	$9,000.00	$3,830.00	$7,660.00	$8,000.00	$16,000.00	$3,340.00	$6,680.00	$4,955.00	$9,910.00
*54213693	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 48"	EACH	1	$6,840.00	$6,840.00	$900.00	$900.00	$6,383.00	$6,383.00	$10,000.00	$10,000.00	$5,380.00	$5,380.00	$8,650.00	$8,650.00
550A0340	STORM SEWERS, CLASS A, TYPE 2 12" (RCP)	FOOT	125	$79.00	$9,875.00	$120.00	$15,000.00	$131.45	$16,431.25	$160.00	$20,000.00	$108.00	$13,500.00	$84.00	$10,500.00
550A0410	STORM SEWERS, CLASS A, TYPE 2 24" (RCP)	FOOT	825	$151.00	$124,575.00	$134.00	$110,550.00	$130.65	$107,786.25	$190.00	$156,750.00	$146.00	$120,450.00	$138.00	$113,850.00
550A0450	STORM SEWERS, CLASS A, TYPE 2 36" (RCP)	FOOT	100	$217.00	$21,700.00	$158.00	$15,800.00	$208.25	$20,825.00	$240.00	$24,000.00	$181.00	$18,100.00	$208.00	$20,800.00
550A0480	STORM SEWERS, CLASS A, TYPE 2 48" (RCP)	FOOT	80	$316.00	$25,280.00	$195.00	$15,600.00	$272.65	$21,812.00	$300.00	$24,000.00	$304.00	$24,320.00	$301.00	$24,080.00
550B0410	STORM SEWERS, CLASS B, TYPE 2 24" (PVC)	FOOT	50	$339.00	$16,950.00	$210.00	$10,500.00	$303.10	$15,155.00	$250.00	$12,500.00	$312.00	$15,600.00	$254.00	$12,700.00
550B0450	STORM SEWERS, CLASS B, TYPE 2 36" (HDPE)	FOOT	80	$190.00	$15,200.00	$210.00	$16,800.00	$203.50	$16,280.00	$260.00	$20,800.00	$298.00	$23,840.00	$215.00	$17,200.00
*55100300	STORM SEWER REMOVAL 8"	FOOT	25	$24.00	$600.00	$40.00	$1,000.00	$51.80	$1,295.00	$5.00	$125.00	$8.00	$200.00	$29.00	$725.00
*55100500	STORM SEWER REMOVAL 12"	FOOT	75	$24.00	$1,800.00	$40.00	$3,000.00	$51.80	$3,885.00	$5.00	$375.00	$10.00	$750.00	$26.00	$1,950.00
*55101200	STORM SEWER REMOVAL 24"	FOOT	1,025	$30.00	$30,750.00	$40.00	$41,000.00	$55.45	$56,836.25	$5.00	$5,125.00	$12.00	$12,300.00	$43.00	$44,075.00
*55101400	STORM SEWER REMOVAL 30"	FOOT	450	$50.00	$22,500.00	$40.00	$18,000.00	$58.30	$26,235.00	$5.00	$2,250.00	$18.00	$8,100.00	$41.00	$18,450.00
*55101600	STORM SEWER REMOVAL 36"	FOOT	2,075	$26.00	$53,950.00	$40.00	$83,000.00	$62.30	$129,272.50	$5.00	$10,375.00	$18.00	$37,350.00	$47.00	$97,525.00
*56106200	ADJUSTING WATER MAIN 4"	FOOT	65	$240.00	$15,600.00	$200.00	$13,000.00	$237.45	$15,434.25	$220.00	$14,300.00	$326.00	$21,190.00	$333.00	$21,645.00
*56106300	ADJUSTING WATER MAIN 6"	FOOT	65	$245.00	$15,925.00	$200.00	$13,000.00	$230.20	$14,963.00	$220.00	$14,300.00	$330.00	$21,450.00	$333.00	$21,645.00
*56106400	ADJUSTING WATER MAIN 8"	FOOT	75	$250.00	$18,750.00	$200.00	$15,000.00	$364.90	$27,367.50	$260.00	$19,500.00	$340.00	$25,500.00	$333.00	$24,975.00
*56106600	ADJUSTING WATER MAIN 12"	FOOT	40	$520.00	$20,800.00	$300.00	$12,000.00	$472.25	$18,890.00	$400.00	$16,000.00	$365.00	$14,600.00	$625.00	$25,000.00
59100100	GEOCOMPOSITE WALL DRAIN	SQ YD	1,005	$35.00	$35,175.00	$42.00	$42,210.00	$18.35	$18,441.75	$10.00	$10,050.00	$22.00	$22,110.00	$45.00	$45,225.00
59300100	CONTROLLED LOW-STRENGTH MATERIAL	CU YD	5	$585.00	$2,925.00	$320.00	$1,600.00	$636.65	$3,183.25	$450.00	$2,250.00	$388.00	$1,940.00	$1,050.00	$5,250.00
*60200105	CATCH BASINS, TYPE A, 4'-DIAMETER, EJ 7030 FRAME	EACH	2	$4,225.00	$8,450.00	$4,200.00	$8,400.00	$4,504.00	$9,008.00	$9,000.00	$18,000.00	$4,890.00	$9,780.00	$4,950.00	$9,900.00
*60203805	CATCH BASINS, TYPE A, 5'-DIAMETER, EJ 7010 FRAME, T1 BACK, M2 GRATE	EACH	2	$5,275.00	$10,550.00	$5,200.00	$10,400.00	$6,517.00	$13,034.00	$11,000.00	$22,000.00	$6,670.00	$13,340.00	$7,930.00	$15,860.00
*60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	8	$8,925.00	$71,400.00	$5,400.00	$43,200.00	$7,395.00	$59,160.00	$11,000.00	$88,000.00	$6,410.00	$51,280.00	$7,795.00	$62,360.00

Bid Opening - Crystal Creek Daylighting Project - 12/4/25, 10:30am															
				Berger Contractors Wauconda, IL		Everlast Blacktop St. Charles, IL		Lima Excavating Ringwood, IL		Bolder Contractors Cary, IL		Martam Construction Elgin, IL		Campanella & Sons Wadsworth, IL	
Item Number	Items	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
*60223800	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	$16,500.00	$16,500.00	$7,800.00	$7,800.00	$10,215.00	$10,215.00	$14,000.00	$14,000.00	$9,480.00	$9,480.00	$14,700.00	$14,700.00
*60224459	MANHOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	$21,150.00	$21,150.00	$16,800.00	$16,800.00	$27,240.00	$27,240.00	$28,000.00	$28,000.00	$18,680.00	$18,680.00	$26,675.00	$26,675.00
*60234200	INLETS, TYPE A, EJ 7010 FRAME, T1 BACK, M2 GRATE	EACH	2	$2,150.00	$4,300.00	$1,950.00	$3,900.00	$2,509.00	$5,018.00	$4,000.00	$8,000.00	$2,160.00	$4,320.00	$2,475.00	$4,950.00
*60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	125	$41.25	$5,156.25	$68.00	$8,500.00	$70.35	$8,793.75	$60.00	$7,500.00	$51.00	$6,375.00	$56.00	$7,000.00
*60603500	COMBINATION CONCRETE CURB & GUTTER REMOVAL & REPLACEMENT (SPECIAL)	FOOT	675	$45.00	$30,375.00	$9.00	$6,075.00	$74.80	$50,490.00	$65.00	$43,875.00	$60.00	$40,500.00	$87.50	$59,062.50
66400105	CHAIN LINK FENCE, 4'	FOOT	75	$35.15	$2,636.25	$80.00	$6,000.00	$39.00	$2,925.00	$50.00	$3,750.00	$55.00	$4,125.00	$87.50	$6,562.50
66400705	CHAIN LINK GATES, 4' WIDE) (4' HIGH) DOUBLE GATE	EACH	1	$834.00	$834.00	$800.00	$800.00	$926.00	$926.00	$800.00	$800.00	$1,120.00	$1,120.00	$1,100.00	$1,100.00
67100100	MOBILIZATION	L SUM	1	$350,000.00	$350,000.00	$344,164.49	$344,164.49	$192,150.83	$192,150.83	$406,000.00	$406,000.00	$420,000.00	$420,000.00	$400,000.00	$400,000.00
*70100100	TRAFFIC CONTROL AND PROTECTION, SPECIAL	L SUM	1	$49,000.00	$49,000.00	$240,000.00	$240,000.00	$41,111.00	$41,111.00	$590,000.00	$590,000.00	$175,000.00	$175,000.00	$150,000.00	$150,000.00
70106800	CHANGEABLE MESSAGE SIGN	CAL MO	8	$900.00	$7,200.00	$500.00	$4,000.00	$1,111.00	$8,888.00	$1,000.00	$8,000.00	$1,200.00	$9,600.00	$1,000.00	$8,000.00
72900100	METAL POST - TYPE A	FOOT	75	$20.00	$1,500.00	$47.00	$3,525.00	$33.30	$2,497.50	$30.00	$2,250.00	$36.00	$2,700.00	$30.00	$2,250.00
72000100	SIGN PANEL - TYPE 1	SQ FT	50	$25.00	$1,250.00	$42.00	$2,100.00	$33.30	$1,665.00	$30.00	$1,500.00	$36.00	$1,800.00	$30.00	$1,500.00
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	40	$8.00	$320.00	$20.00	$800.00	$0.21	$8.40	$20.00	$800.00	$22.00	$880.00	$8.00	$320.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	850	$3.05	$2,592.50	$5.00	$4,250.00	$3.30	$2,805.00	$3.00	$2,550.00	$3.60	$3,060.00	$3.05	$2,592.50
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	75	$4.20	$315.00	$9.00	$675.00	$5.00	$375.00	$4.50	$337.50	$5.50	$412.50	$4.20	$315.00
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	475	$8.40	$3,990.00	$9.00	$4,275.00	$10.00	$4,750.00	$9.00	$4,275.00	$10.50	$4,987.50	$8.40	$3,990.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	40	$14.00	$584.00	$20.00	$1,040.00	$18.85	$784.00	$18.00	$720.00	$20.50	$820.00	$14.00	$584.00
*X0322938	HDPE FLARED END SECTIONS 36" W/ GRATE	EACH	2	$2,600.00	$5,200.00	$4,000.00	$8,000.00	$2,747.00	$5,494.00	$3,500.00	$7,000.00	$3,380.00	$6,760.00	$3,795.00	$7,590.00
*X0327067	STEEL CASING PIPE, 16"	FOOT	75	$255.00	$19,125.00	$310.00	$23,250.00	$893.50	$67,012.50	$160.00	$12,000.00	$208.00	$15,600.00	$233.00	$17,475.00
*X0327067	STEEL CASING PIPE, 20"	FOOT	50	$295.00	$14,750.00	$310.00	$15,500.00	$625.85	$31,292.50	$220.00	$11,000.00	$261.00	$13,050.00	$322.00	$16,100.00
*X0327146	BIKE RACK REMOVAL AND REPLACEMENT	EACH	11	$2,750.00	$30,250.00	$2,000.00	$22,000.00	$100.00	$1,100.00	$1,700.00	$18,700.00	$2,260.00	$24,860.00	$3,500.00	$38,500.00
*X0327355	SPLIT RAIL FENCE	FOOT	1,175	$36.00	$42,300.00	$25.00	$29,375.00	$39.70	$46,647.50	$53.00	$62,275.00	$40.00	$47,000.00	$40.00	$47,000.00
*X0487850	SANITARY SEWER REMOVAL 8"	FOOT	175	$37.00	$6,475.00	$40.00	$7,000.00	$70.10	$12,267.50	$5.00	$875.00	$11.00	$1,925.00	$30.00	$5,250.00
*X0487850	SANITARY SEWER REMOVAL 15"	FOOT	750	$37.00	$27,750.00	$40.00	$30,000.00	$67.80	$50,850.00	$5.00	$3,750.00	$15.00	$11,250.00	$25.00	$18,750.00
*X0487850	SANITARY SEWER REMOVAL 18"	FOOT	100	$125.00	$12,500.00	$40.00	$4,000.00	$102.15	$10,215.00	$5.00	$500.00	$18.00	$1,800.00	$36.00	$3,600.00
*X0900064	MEMBRANE WATERPROOFING SYSTEM FOR BURIED STRUCTURES	SQ YD	1,005	$28.00	$28,140.00	$52.00	$52,260.00	$71.70	$72,058.50	$10.00	$10,050.00	$65.00	$65,325.00	$80.00	$80,400.00
*X2200020	FENCE REMOVAL AND REINSTALLATION	FOOT	225	$57.00	$12,825.00	$94.00	$21,150.00	$47.30	$10,642.50	$72.00	$16,200.00	$115.00	$25,875.00	$115.00	$25,875.00
*X6022312	DROP SANITARY MANHOLES, 4' DIAMETER, WITH TYPE 1 FRAME, CLOSED LID	EACH	2	$18,000.00	$36,000.00	$9,790.00	$19,580.00	$24,819.00	$49,638.00	$20,000.00	$40,000.00	$12,640.00	$25,280.00	$12,000.00	$24,000.00
*X6026054	SANITARY MANHOLES TO BE REMOVED	EACH	7	$1,050.00	$7,350.00	$500.00	$3,500.00	$149.00	$1,043.00	$1,000.00	$7,000.00	$720.00	$5,040.00	$1,700.00	$11,900.00
*X6026055	SANITARY MANHOLE, 4' DIAMETER, WITH TYPE 1 FRAME, CLOSED LID	EACH	7	$7,450.00	$52,150.00	$6,700.00	$46,900.00	$6,590.00	$46,130.00	$14,500.00	$101,500.00	$7,280.00	$50,960.00	$8,350.00	$58,450.00
*X2200010	ALUMINUM FENCE (4' HIGH), BLACK	FOOT	2,500	$75.00	$187,500.00	$85.00	$212,500.00	$83.10	$207,750.00	$89.00	$222,500.00	$85.00	$212,500.00	$95.00	$237,500.00
*X2200010	ALUMINUM FENCE GATE (4' WIDE) (4' HIGH), BLACK	EACH	14	$1,600.00	$22,400.00	$2,500.00	$35,000.00	$1,754.00	$24,556.00	$1,000.00	$14,000.00	$1,900.00	$26,600.00	$1,250.00	$17,500.00
*20013797	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	700	$45.00	$31,500.00	$35.00	$24,500.00	$18.10	$12,670.00	$15.00	$10,500.00	$23.25	$16,275.00	$55.00	$38,500.00
*Z0013798	CONSTRUCTION LAYOUT	L SUM	1	$55,000.00	$55,000.00	$28,000.00	$28,000.00	$33,333.00	$33,333.00	$90,000.00	$90,000.00	$25,000.00	$25,000.00	$120,000.00	$120,000.00
*Z0017400	STRUCTURES TO BE ADJUSTED	EACH	2	$780.00	$1,560.00	$800.00	$1,600.00	$732.00	$1,464.00	$1,000.00	$2,000.00	$780.00	$1,560.00	$975.00	$1,950.00
*Z0017500	STRUCTURES TO BE ADJUSTED (SPECIAL)	EACH	2	$1,200.00	$2,400.00	$1,200.00	$2,400.00	$1,465.00	$2,930.00	$1,500.00	$3,000.00	$910.00	$1,820.00	$2,000.00	$4,000.00
*Z0018700	DRAINAGE STRUCTURE TO BE REMOVED	EACH	15	$775.00	$11,625.00	$400.00	$6,000.00	$348.00	$5,220.00	$600.00	$9,000.00	$550.00	$8,250.00	$1,075.00	$16,125.00
*Z0022800	FENCE REMOVAL	FOOT	600	$5.00	$3,000.00	$9.50	$5,700.00	$9.70	$5,820.00	$5.00	$3,000.00	$6.00	$3,600.00	$10.00	$6,000.00
*Z0055905	TEMPORARY CONSTRUCTION FENCE	FOOT	400	$23.50	$9,400.00	$22.00	$8,800.00	$26.00	$10,400.00	$10.00	$4,000.00	$25.00	$10,000.00	$15.00	$6,000.00
*Z0055905	CONSTRUCTION FENCE, 6' HEIGHT, WITH BLACK FABRIC SCREEN	FOOT	1,500	$27.00	$40,500.00	$22.00	$33,000.00	$29.85	$44,775.00	$15.00	$22,500.00	$28.50	$42,750.00	$15.00	$22,500.00
*Z0056900	SANITARY SEWER, 8" (PVC SDR-26)	FOOT	250	$107.00	$26,750.00	$107.00	$26,750.00	$125.15	$31,287.50	$300.00	$75,000.00	$161.00	$40,250.00	$145.00	$36,250.00
*Z0057200	SANITARY SEWER, 15" (PVC SDR-26)	FOOT	825	$160.00	$132,000.00	$138.00	$113,850.00	$206.25	$170,156.25	$340.00	$280,500.00	$216.00	$178,200.00	$268.00	$221,100.00
*Z0057300	SANITARY SEWER, 18" (PVC SDR-26)	FOOT	175	$215.00	$37,625.00	$144.00	$25,200.00	$185.30	$32,427.50	$350.00	$61,250.00	$228.00	$39,900.00	$300.00	$52,500.00
A2001024	TREE, ACER RUBRUM (RED MAPLE), 3" CALIPER, BALLED AND BURLAPPED	EACH	5	$875.00	$4,375.00	$880.00	$4,400.00	$1,000.00	$5,000.00	$900.00	$4,500.00	$1,060.00	$5,300.00	$700.00	$3,500.00
A2002368	BETULA NIGRA (RIVER BIRCH), 7' CLUMP, BALLED AND BURLAPPED	EACH	5	$670.00	$3,350.00	$890.00	$4,450.00	$833.00	$4,165.00	$700.00	$3,500.00	$780.00	$3,900.00	$450.00	$2,250.00
A2006420	QUERCUS ALBA (WHITE OAK), 2 1/2", BALLED AND BURLAPPED	EACH	7	$785.00	$5,495.00	$880.00	$6,160.00	$1,000.00	$7,000.00	$800.00	$5,600.00	$900.00	$6,300.00	$650.00	$4,550.00
A2007624	TAXODIUM DISTICHUM (BALD CYPRESS), 3", BALLED AND BURLAPPED	EACH	5	$830.00	$4,150.00	$880.00	$4,400.00	$972.00	$4,860.00	$900.00	$4,500.00	$1,000.00	$5,000.00	$775.00	$3,875.00
A2008424	ACER X FREEMANII 'JEFFERSRED' (AUTUMN BLAZE), 3", BALLED AND BURLAPPED	EACH	5	$840.00	$4,200.00	$900.00	$4,500.00	$972.00	$4,860.00	$900.00	$4,500.00	$1,000.00	$5,000.00	$750.00	$3,750.00
A2008453	TREE, ULMUS ACCOLADE (HYBRID ELM), 3" CALIPER, BALLED AND BURLAPPED	EACH	2	$785.00	$1,570.00	$950.00	$1,900.00	$1,027.00	$2,054.00	$800.00	$1,600.00	$900.00	$1,800.00	$675.00	$1,350.00
C2C00424	ARONIA ARBUTIFOLIA (RED CHOKEBERRY), #5, CONTAINER	EACH	4	$79.00	$316.00	$80.00	$320.00	$127.00	$508.00	$80.00	$320.00	$94.00	$376.00	$65.00	$260.00
C2C03724	HYPERICUM KOLTON (SHRUBBY ST. JOHN'S WORT), #3, CONTAINER	EACH	7	$44.00	$308.00	$80.00	$560.00	$127.00	$889.00	$50.00	$350.00	$50.00	$350.00	$40.00	$280.00
K1005481	SHREDDED BARK MULCH	CU YD	10	$80.00	$800.00	$20.00	$200.00	$300.00	$3,000.00	$80.00	$800.00	$95.00	$950.00	$100.00	$1,000.00
*NA	COFFERDAMS, DEWATERING, AND BYPASS PUMPING	L SUM	1	$155,000.00	$155,000.00	$110,000.00	$110,000.00	$328,000.00	$328,000.00	$180,000.00	$180,000.00	$125,000.00	$125,000.00	$450,000.00	$450,000.00
*NA	CURB, "V" GUTTER	FOOT	620	$39.00	$24,180.00	$38.00	$23,560.00	$51.75	$32,085.00	$54.00	$33,480.00	$54.00	$33,480.00	$46.00	$28,520.00
*NA	ITEMS ORDERED BY THE ENGINEER	DOLLAR	100,000	$1.00	$100,000.00	$1.00	$100,000.00	$1.00	$100,000.00	$1.00	$100,000.00	$1.00	$100,000.00	$1.00	$100,000.00
*NA	LIFT STATION REMOVAL	L SUM	1	$22,000.00	$22,000.00	$97,000.00	$97,000.00	$12,777.00	$12,777.00	$8,000.00	$8,000.00	$9,500.00	$9,500.00	$30,000.00	$30,000.00
*NA	MAINTENANCE AND MONITORING	YEAR	3	$8,880.00	$26,640.00	$12,000.00	$36,000.00	$5,766.00	$17,298.00	$8,800.00	$26,400.00	$10,000.00	$30,000.00	$18,750.00	$56,250.00
*NA	POINT BAR	SQ YD	925	$98.00	$90,650.00	$99.00	$91,575.00	$98.20	$90,835.00	$142.00	$131,350.00	$142.00	$131,350.00	$166.00	$153,550.00
*NA	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH WITH INTERGAL CURB	SQ FT	2,500	$12.75	$31,875.00	$15.00	$37,500.00	$16.25	$40,625.00	$15.00	$37,500.00	$18.00	$45,000.00	$16.00	$40,000.00
*NA	RESTRICTOR PLATE REMOVAL	EACH	2	$5,800.00	$11,600.00	$2,000.00	$4,000.00	$4,088.00	$8,176.00	$1,000.00	$2,000.00	$1,160.00	$2,320.00	$3,500.00	$7,000.00
*NA	SEEDING, NATIVE PRAIRIE MIX	SQ YD	5,000	1.65	$8,250.00	1.1	$5,500.00	1	$5,000.00	2	$10,000.00	1.85	$9,250.00	5.75	$28,750.00
*NA	SEEDING, WET PRAIRIE/SHORELINE MIX	SQ YD	600	$2.00	$1,200.00	$1.10	$660.00	$1.35	$810.00	$2.00	$1,200.00	$2.50	$1,500.00	$17.50	$10,500.00
*NA	SILL	SQ YD	50	$195.00	$9,750.00	$200.00	$10,000.00	$160.00	$8,000.00	$300.00	$15,000.00	$240.00	$12,000.00	$485.00	$24,250.00
*NA	SOCCER GOAL POSTS TO BE RELOCATED	EACH	2	$2,650.00	$5,300.00	$6,000.00	$12,000.00	$5,222.00	$10,444.00	$2,000.00	$4,000.00	$850.00	$1,700.00	$650.00	$1,300.00
*NA	STRAW WATTLE	FOOT	3,000	$9.40	$28,200.00	$4.50	$13,500.00	$4.10	$12,300.00	$9.00	$27,000.00	$11.00	$33,000.00	$12.00	$36,000.00
*NA	TELEVISE STORM SEWER, 24"	FOOT	960	$7.00	$6,720.00	$4.00	$3,840.00	$6.65	$6,384.00	$6.00	$5,760.00	$5.00	$4,800.00	$4.00	$3,840.00
*NA	TELEVISE STORM SEWER, 36"	FOOT	110	$14.00	$1,540.00	$4.00	$440.00	$6.65	$731.50	$12.00	$1,320.00	$45.00	$4,950.00	$36.00	$3,960.00

Bid Opening - Crystal Creek Daylighting Project - 12/4/25, 10:30am																
				Berger Contractors Wauconda, IL		Everlast Blacktop St. Charles, IL		Lima Excavating Ringwood, IL		Bolder Contractors Cary, IL		Martam Construction Elgin, IL		Campanella & Sons Wadsworth, IL	
Item Number	Items	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
*NA	TOE PROTECTION	SQ YD	850	$65.00	$55,250.00	$79.00	$67,150.00	$51.05	$43,392.50	$112.00	$95,200.00	$141.00	$119,850.00	$135.00	$114,750.00
*NA	FINAL COMPLETION INCENTIVE - PHASE 1 (August 1, 2026)	L SUM	1	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
*NA	FINAL COMPLETION INCENTIVE - PHASE 2 (August 7, 2027)	L SUM	1	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
	Bidder's Total Proposal:				$5,833,678.25		$6,080,239.33		$6,277,999.93		$7,130,477.50		$7,296,326.00		$7,643,540.75

Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date: December 16, 2025

Item: Ordinance waiving the formal procurement requirements under City Code Section 102-3 and authorization to enter into a purchase agreement with Axon Enterprises, Inc. to purchase body-worn cameras, in-car camera systems, and Tasers

Staff Recommendation: Motion to adopt an Ordinance waiving competitive bidding requirements under City Code Section 102-3 and authorizing the City Manager to execute a five-year purchase agreement with Axon Enterprises, Inc. for the purchase of seventy-seven (77) body-worn cameras and associated equipment, twenty-eight (28) fleet squad camera systems and associated equipment, and seventy-seven (77) Tasers and associated equipment in the amount of $1,809,447.51.

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

Background:

In 2021, the Police Department utilized a purchasing cooperative to evaluate quotes for body-worn cameras and in-squad cameras. Axon Enterprises, Inc. offered the lowest responsible proposal and the City entered into a five-year agreement with Axon Enterprises, Inc. to purchase body-worn cameras, Fleet 2 squad cameras, and associated hardware and software. In 2026, the initial contract will expire. To maintain our steadfast effort in being a transparent organization, our department is seeking approval to enter into a subsequent agreement with Axon Enterprises, Inc. to purchase body-worn cameras, squad camera systems, and Tasers for staff. City staff recommends sole source approval to continue the use of Axon equipment to ensure compatibility with existing hardware and software. In addition, substantial costs would be required to change the City's existing systems and processes with Axon.

Body-worn camera and squad video have proven extremely useful not only in assisting in the prosecution of criminal cases, but also as a means to conduct thorough inquiries into complaints lodged against our officers, improve upon training needs, and enhance officer safety. Quality video evidence provides the Police Department with the ability to fine tune tactics used by officers by improving procedures and responses to critical and routine events that may have gone unnoticed but for the existence of squad video that captures the officers' actions.

Additionally, the Police Department's officers utilize Tasers as one less lethal option to help officers respond to physically violent and resistant subjects. Police officers have been equipped

with Tasers manufactured by Axon Enterprises since 2008. The Taser remains a useful law enforcement tool in controlling violent offenders, resulting in a lower risk of injury to the arresting officers and the offenders. Tasers disrupt voluntary control of muscles, causing "neuromuscular incapacitation," thus reducing the potential risk of injury to an individual. The effects of a Taser device may only be localized pain or strong involuntary long muscle contractions, based on the mode of use and connectivity of the device.

This purchase is part of the planned rotational cycle as the equipment nears expected end of useful life-span of approximately 5-years. While usually conducted in a three-year implementation, Axon changed Taser purchasing from itemized purchase to bundles with a 5-year contract. The new bundles include the full virtual reality training package.

Axon Enterprises, Inc. has an approximate nation-wide market share of 85% with their body-worn cameras. Axon remains a responsive and responsible company. By remaining with Axon Enterprises, Inc. as the provider for replacement cameras and equipment, the Police Department will be able continue to package, store, and share all media associated with an investigation or arrest in one location, Evidence.com. In addition to the body-worn camera and squad video footage, the Police Department also stores video from the Department interview rooms and Temporary Detention Facility in Evidence.com. This reduces the amount of time personnel will spend preparing and sharing the media for prosecution. Also, staff is efficient at utilizing Evidence.com to redact and process media to satisfy Freedom of Information Act (FOIA) requests.

Axon is the only company that sells cameras that will seamlessly integrate with the Evidence.com system. Utilizing Axon Enterprises, Inc. as the provider for replacement cameras, the Police Department will be able to package, store, and share all media associated with an investigation or arrest in one location. This will reduce the amount of time personnel will spend preparing the media for prosecution. This will also increase the efficiency of sharing evidence with prosecutorial personnel. The Taser devices also seamlessly integrate into the Evidence.com ecosystem.

Based upon all of these factors and the Police Department's satisfaction with existing Axon products, the Police Department is requesting approval to enter into an agreement with Axon Enterprises, Inc., as a sole source provider.

Recommendation:

The total five-year cost for this contract is $1,809,447.51. All items are included in one contract to reduce the total cost. This expenditure has been approved by the City Council in the FY2026 budget. Staff is recommending the City waive the competitive bidding requirements and authorize the City Manager to execute a purchase agreement with Axon Enterprises, Inc. This contract is dated to take effect in February 2026 so no costs will be paid until the new fiscal year begins. However, by signing the new agreement in 2025, the City will save approximately $90,472.38 due to a cost increase that will occur in January 2026.

City legal staff has reviewed the amended Axon Enterprises, Inc. purchasing contract.

Votes Required to Pass:

Simple majority

Ord. No. ____
File No. ___

ORDINANCE APPROVING THE WAIVER OF COMPETITIVE BIDDING FOR THE PURCHASE OF BODY-WORN CAMERAS AND ASSOCIATED EQUIPMENT, FLEET SQUAD CAMERA SYSTEMS AND ASSOCIATED EQUIPMENT, AND TASERS AND ASSOCIATED EQUIPMENT

WHEREAS, the City of Crystal Lake entered into a five-year purchase agreement with Axon Enterprises, Inc. in 2021 for the purchase of body-worn cameras, squad cameras, and associated equipment; and

WHEREAS, the Axon Enterprises, Inc. body-worn cameras and in-squad cameras have proven to be useful for police operations and the City is satisfied with the products and services provided; and

WHEREAS, the City's body-worn cameras, in-squad cameras, and tasers have reached the end of their useful life and require replacement; and

WHEREAS, Axon Enterprises, Inc. is the only company that sells cameras that will seamlessly integrate with the Evidence.com system and will suit the City's needs.

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

SECTION ONE. Recitals. The foregoing recitals are repeated and incorporated as though fully set forth herein.

SECTION TWO. Waiver of Competitive Bidding Requirements of Section 102-3 and Authorization to Enter Into a Purchase Agreement with Axon Enterprises, Inc. The City Manager is authorized to execute a Purchase Agreement between the CITY OF CRYSTAL LAKE and Axon Enterprises, Inc. for the purchase of seventy-seven (77) body-worn cameras and associated equipment, twenty-eight (28) fleet squad camera systems and associated equipment, and seventy-seven (77) Tasers and associated equipment in the amount of $1,809,447.51, without the necessity of seeking competitive bids.

Draft

DATED this 16th day of December, 2025.

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: December 16, 2025
APPROVED: December 16, 2025

Draft

Docusign Envelope ID: B6BA2023-8DA4-4628-A596-1A1A5FCEFD1E

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

   1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 year term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. New devices and services may require additional terms. Axon will not authorize new services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

   7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.

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7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.**

7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.

7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**

7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

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7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Release, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Free Trial.**

8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.

8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix

9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.

10. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.

11. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.

13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b)

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use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

17. **Termination.**

    17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    17.2. **By Customer**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

    17.3. **Effect of Termination**. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.

18. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19. **General.**

    19.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

    19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

    19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

    19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

    19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.

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19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

19.10. **Governing Law**. The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

19.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at https://www.axon.com/sales-terms-and-conditions,Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

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Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: Signed by: Robert E. Driscoll, Jr. 909517F0A4C7484...

Name: Robert E. Driscoll, Jr.

Title: VP, Deputy General Counsel

Date: 12/10/2025 | 10:41 AM MST

CUSTOMER:

Signature: _____

Name: _____

Title: _____

Date: _____

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Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

   1.1. "**Data Controller**" means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.

   1.2. "**Data Processor**" means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.

   1.3. "**Customer Content**" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.

   1.4. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.

   1.5. "**End User**" means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.

   1.6. "**Non-Content Data**" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.

   1.7. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

   1.8. "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.

   1.9. "**Subprocessor**" means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.

   1.10. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.

3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary

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computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

5.1 Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

5.2 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

8.1. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.

8.2. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located Ownership of Customer Content remains with Customer.

9. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at https://www.axon.com/products/axon-evidence/sla.

11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing

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and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

    12.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

    12.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.

    12.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote.

    13.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").

    13.2. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.

    13.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

    13.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. **FUSUS.** If Customer purchases a subscription to FUSUS, the following terms apply:

    14.1. **License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.

    14.2. **Third party Components.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

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14.3. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.

15. **Axon Community Request Storage.** If Community Request is included as part of Customer's Quote or combined offering, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

16. **Performance Auto-Tagging Data.** If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.

17. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    17.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    17.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    17.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    17.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    17.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    17.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    17.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

18. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.

19. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

20. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

21. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

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AI Technology Appendix

This AI Technology Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilizes AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

1. **Definitions.**

   1.1. **AI Technology.** Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.

   1.2. **Model Drift.** The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.

   1.3. **Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. **Scope and Usage.**

   2.1. **Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.

   2.2. **Data Use.** Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.

   2.3. **Automatic Data Collection.** AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:

      2.3.1. **User Engagement and Activity Metrics.** AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).

      2.3.2. **Sales and Adoption Tracking.** Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.

      2.3.3. **End User inputs.** Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

3. **Axon Responsibilities.**

   3.1. **Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.

   3.2. **Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.

   3.3. **Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.

   3.4. **Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.

   3.5. **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.

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4. **Customer Responsibilities.**

   4.1. **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.

   4.2. **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.

   4.3. **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage.

5. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions:

   5.1. **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.

   5.2. **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.

   5.3. **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. **Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information**. Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

6. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

7. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

8. **Auto-Transcribe.** This section outlines licensing terms for Customer's subscription of Auto-Transcribe:

   8.1. **A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customers cannot roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.

   8.2. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

9. **Amendments.** Axon reserves the right to amend this Appendix to reflect changes in applicable laws or improvements in AI Technologies. Axon will provide at least 30 days' notice for any substantive changes. Continued use of Axon Devices and Services after the effective date constitutes acceptance of the updated terms.

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Axon Customer Experience Improvement Program Appendix

The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, aiming to increase safety within communities and efficiency in public safety. Axon may make limited use of Customer Content from participating customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). ACEIP has 2 modes of participation, Basic and Custom. Customer is enrolled in ACEIP Basic by default. If Customer does not want to participate in ACEIP Basic, ACEIP Custom, or both, Customer can revoke its consent at any time via email to aceip@axon.com.

Axon Obligations

ACEIP Basic
When Axon uses Customer Content for ACEIP Purposes, Axon will:

- Use Customer Content only for ACEIP Purposes.
- Prohibit direct human access to Customer Content, including by Axon personnel and subprocessors, except as needed to perform or validate deletion.
- Retain Customer Content only as long as needed to create Transformed Content (defined below) and validate the transformations.
- Apply privacy-preserving transformations that remove identifying information appropriate to the use case ("Transformed Content"). AI model weights and similar insights that do not contain Customer Content are Transformed Content. Transformed Content is not Customer Content.
- Retain and permit direct human access to Transformed Content for ACEIP Purposes.
- Maintain security, privacy, and data governance programs as described in the Axon Cloud Services Terms Appendix, and apply them to ACEIP.

Transparency Portal Publication
Before activating a use case, Axon will publish it on the Axon Transparency Portal, including the product development purpose, data types involved, and privacy-preserving techniques used. Axon will also notify ACEIP participants when the Transparency Portal is updated with a new or materially changed use case. Fifteen (15) calendar days after notification, Axon may activate the use case for all Basic participants.

Opt Out
Customer may opt out of ACEIP Basic at any time via aceip@axon.com. Axon endeavors to implement opt outs within fifteen (15) calendar days. Transformations of Customer Content cease when Axon implements the opt out. Axon may retain Transformed Content created before it implemented the opt out request.

ACEIP Custom
Custom use cases may be governed by separate written terms between Axon and Customer. Those terms will control that use case. Please direct inquiries regarding Custom participation to aceip@axon.com.

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Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full-Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other customers using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies
Users go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need

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• Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
User go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full-Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other customers using TASER CEWs and Axon Evidence • **For the CEW Full-Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • **For the CEW Full-Service Package:** Training for up to 3 individuals at Customer • **For the CEW Starter Package:** Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full-Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.

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Return of Old Weapons
Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full-Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure Customer settings based on Customer need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

    a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

System set up and configuration • Axon performs discovery to understand and document the Agency's needs. • Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs. • Axon will facilitate a workflow discussion with the core admin team.

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Disclosures • Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon: 1. Public Defender Case Sharing 2. Disclosure Portal 3. Download Links
Training • Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training. • Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.
Go-Live Plan • Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.
Implementation document packet • Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

12. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

13. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.

14. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

15. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.

16. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of

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delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.

17. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

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Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a combined offering including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP specific warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("**OSP**"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Device ("**Device Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a Device Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the Device Refresh will utilize the same accessories or Axon Dock.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for Axon Device compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the Axon Device and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final Axon Device and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered Axon Device Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If TAP or OSP terminates or expires:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3 Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

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TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7, TASER 10, OSP 7, OSP 10, OSP Plus, OSP 7 Plus Premium and OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.

3. **Limited Warranty.**

   3.1. **"Deployment**" means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("**CEW**") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.

   3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.

   3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.

   3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.

   3.5. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.

   3.6. **Remaining Terms.** The remaining Warranty terms of the Agreement including Disclaimer, Claims, Spare Axon Devices and Limitations shall apply to this TASER Device Appendix

   3.7. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.

4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. Each additional year of the warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period for an individual TASER Device will be five (5) years including the initial Limited Warranty.

5. **Upgrade Change.** If Customer wants to upgrade TASER Device from the current TASER Device to an upgraded Axon TASER Device that was not available at the time the parties entered into the original Quote, Customer must pay the price difference between the MSRP for the current TASER Device and the MSRP for the upgraded TASER Device. If the model Customer desires has an MSRP less than the MSRP of the offered new TASER Device, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.

6. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

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Customer Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination**. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
    10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
    10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
    10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

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Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows End Users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.

2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.

3. **Changes.** Axon is only responsible to perform the Services in this Appendix for Auto-Tagging and any applicable SOW. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:

   4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

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Axon ALPR Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") or Axon Outpost or Axon Lightpost (collectively all "ALPR Products") is included on the Quote, this Appendix applies.

1. **Customer Responsibilities.**

   1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.

   1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule

2. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

3. **Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP) or "Outpost Technology Assurance Plan" (Outpost TAP) or any lightpost extended warranty or refresh, Axon will provide Customer with the same or like model of applicable Axon Devices included in the applicable TAP ("Axon Upgrade") as scheduled on the Quote.

   3.1. If Customer would like to change models for the Axon Upgrade, Customer must pay the difference between the MSRP for the offered Axon Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Upgrade.

   3.2. Within thirty (30) days of receiving the Axon Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

4. **Axon Fleet Specific Terms.**

   4.1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

   4.2. **Axon Vehicle Software License.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription

   4.3. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or

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service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

5. **Axon Outpost Specific Terms.**

5.1. **Outpost License and Permits**. Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.

5.2. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.

6. **Axon Lightpost Specific Terms.**

6.1. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.

6.2. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.

6.3. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

7. **Wireless Offload Server**

7.1 **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

7.2 **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

7.3 **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

7.4 **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

8. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.

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Axon Respond Appendix

This Axon Respond Appendix applies to Axon Respond, Axon Respond Device Plus, and Device Connectivity if any are included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a combined offering on a Quote, the Axon Respond subscription begins on the later of the (1) start date of that offering within the Quote, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.

3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is available in the United States including U.S. territories, Additional verification will be required for use in select international regions. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.

4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.

5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

   5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or combined offerings that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

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Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
   - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
   - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
   - 3.4. use trade secret information contained in Virtual Reality Media;
   - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
   - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
   - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/axonvrprivacypolicy.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

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Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions.**

   1.1. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.

   1.2. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

   2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.

   2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.

   2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its End Users shall not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

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5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content.** Neither Customer nor its End Users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates.** Axon may update or modify the API Service from time to time (**"API Update"**). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

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Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.

2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).

3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.

4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.

5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.

6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

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Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-696844-45996DB

Issued: 12/05/2025

Quote Expiration: 12/18/2025

Estimated Contract Start Date: 04/01/2026

Account Number: 188451
Payment Terms: N30
Mode of Delivery: UPS-GND
Credit/Debit Amount: $0.00

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Crystal Lake Police Dept. - IL 100 W Woodstock St Crystal Lake, IL 60014-4262 USA	Crystal Lake Police Dept. - IL 100 W Woodstock St Crystal Lake IL 60014-4262 USA Email:	Daniel Birt Phone: Email: dbirt@axon.com Fax:	Rick Neumann Phone: 815-356-3756 Email: rneumann@crystallake.org Fax:

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Quote Summary

Program Length	60 Months
TOTAL COST	$1,809,447.51
ESTIMATED TOTAL W/ TAX	$1,809,447.51

Discount Summary

Average Savings Per Year	$86,077.26
TOTAL SAVINGS	$430,386.28

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Payment Summary

Date	Subtotal	Tax	Total
Feb 2026	$70,260.69	$0.00	$70,260.69
Mar 2026	$272,067.78	$0.00	$272,067.78
Feb 2027	$92,014.37	$0.00	$92,014.37
Mar 2027	$274,765.39	$0.00	$274,765.39
Feb 2028	$92,014.37	$0.00	$92,014.37
Mar 2028	$274,765.39	$0.00	$274,765.39
Feb 2029	$92,014.37	$0.00	$92,014.37
Mar 2029	$274,765.39	$0.00	$274,765.39
Feb 2030	$92,014.37	$0.00	$92,014.37
Mar 2030	$274,765.39	$0.00	$274,765.39
Total	**$1,809,447.51**	**$0.00**	**$1,809,447.51**

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Quote Unbundled Price:	**$2,243,452.20**
Quote List Price:	**$1,920,136.20**
Quote Subtotal:	**$1,809,447.51**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100552	TRANSFER BALANCE - GOODS	1			$1.00	$15,846.84	$15,846.84	$0.00	$15,846.84
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1			$1.00	$31,536.27	$31,536.27	$0.00	$31,536.27
Fleet3A	Fleet 3 Advanced	28	60	$279.98	$258.90	$238.07	$399,957.60	$0.00	$399,957.60
BWCamTAP	Body Worn Camera TAP Bundle	4	60	$42.20	$33.80	$33.80	$8,112.00	$0.00	$8,112.00
V00020	UPGRADE BUNDLE - TASER SKILLS TO FULL VR	77	60	$22.09	$11.92	$11.92	$55,070.40	$0.00	$55,070.40
M00031	BUNDLE - OFFICER SAFETY PLAN 10	77	60	$279.20	$227.49	$224.16	$1,035,619.20	$0.00	$1,035,619.20
A la Carte Hardware									
11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	5			$34.00	$0.00	$0.00	$0.00	$0.00
H00002	AB4 Multi Bay Dock Bundle	10			$1,638.90	$0.00	$0.00	$0.00	$0.00
H00001	AB4 Camera Bundle	4			$1,798.00	$0.00	$0.00	$0.00	$0.00
H00001	AB4 Camera Bundle	77			$899.00	$0.00	$0.00	$0.00	$0.00
A la Carte Software									
73618	AXON COMMUNITY REQUEST	77	60		$10.85	$10.85	$50,127.00	$0.00	$50,127.00
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	77	60		$10.85	$10.85	$50,127.00	$0.00	$50,127.00
100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	77	60		$32.76	$32.76	$151,351.20	$0.00	$151,351.20
ProLicense	Pro License Bundle	4	60		$48.82	$48.75	$11,700.00	$0.00	$11,700.00
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			$2,700.00	$0.00	$0.00	$0.00	$0.00
101267	AXON VR - PSO - FULL INSTALLATION	1			$12,000.00	$0.00	$0.00	$0.00	$0.00
Total							**$1,809,447.51**	**$0.00**	**$1,809,447.51**

Draft

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	3	1	03/01/2026
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	77	1	03/01/2026
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	2	1	03/01/2026
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	03/01/2026
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	85	1	03/01/2026
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	5	1	03/01/2026
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	5	1	03/01/2026

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Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	85	1	03/01/2026
AB4 Camera Bundle	11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	85	1	03/01/2026
AB4 Camera Bundle	74020	AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK	5	1	03/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	10	1	03/01/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	10	1	03/01/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	10	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100126	AXON VR - TACTICAL BAG	2	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	2	2	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	77	2	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100396	AXON TASER 10 - MAGAZINE - INERT RED	3	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	1160	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	540	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100401	AXON TASER 10 - CARTRIDGE - INERT	30	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100591	AXON TASER - CLEANING KIT	1	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	67	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	10	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100748	AXON VR - CONTROLLER - TASER 10	2	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	101124	AXON VR - HOLSTER - T10 BLACKHAWK GRAY - RH	1	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	101125	AXON VR - HOLSTER - T10 BLACKHAWK GRAY - LH	1	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	101751	AXON VR - HEADSET - HTC FOCUS VISION	2	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	2	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	77	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	6	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	101886	SIGNAL SENSOR	77	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	16	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	77	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	154	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	1	03/01/2026
Fleet 3 Advanced	70112	AXON SIGNAL - VEHICLE	28	1	03/01/2026
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	28	1	03/01/2026
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	100126	AXON VR - TACTICAL BAG	2	1	03/01/2026
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	100748	AXON VR - CONTROLLER - TASER 10	2	1	03/01/2026
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	4	1	03/01/2026
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	101124	AXON VR - HOLSTER - T10 BLACKHAWK GRAY - RH	2	1	03/01/2026
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	101294	AXON VR - TABLET	4	1	03/01/2026
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	101300	AXON VR - TABLET CASE	4	1	03/01/2026
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	101751	AXON VR - HEADSET - HTC FOCUS VISION	2	1	03/01/2026
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	102389	AXON VR - MULTI-USER ROOM MARKER	2	1	03/01/2026
A la Carte	11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	5	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	390	1	03/01/2027
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	380	1	03/01/2028

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Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	4	1	09/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	2	1	09/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	1	09/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	73309	AXON BODY - TAP REFRESH 1 - CAMERA	79	1	09/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	10	1	09/01/2028
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	100210	AXON VR - TAP REFRESH 1 - TABLET	4	1	09/01/2028
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	4	1	09/01/2028
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	2	1	09/01/2028
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	1	09/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	390	1	03/01/2029
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	380	1	03/01/2030
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	4	1	03/01/2031
BUNDLE - OFFICER SAFETY PLAN 10	73310	AXON BODY - TAP REFRESH 2 - CAMERA	79	1	03/01/2031
BUNDLE - OFFICER SAFETY PLAN 10	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	10	1	03/01/2031
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	28	1	03/01/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10	101180	AXON TASER - DATA SCIENCE PROGRAM	77	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	101703	AXON VR - USER ACCESS - TASER SKILLS	77	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	1	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	77	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	73447	AXON BODY - LICENSE - FUSUS LIVESTREAM	77	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	73449	AXON BODY - LEGACY LICENSE - CONNECTED CAMERA	77	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	73638	AXON STANDARDS - LICENSE	77	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	770	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	77	04/01/2026	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	77	04/01/2026	03/31/2031
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	28	04/01/2026	03/31/2031
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	28	04/01/2026	03/31/2031
Fleet 3 Advanced	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	28	04/01/2026	03/31/2031
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	56	04/01/2026	03/31/2031
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	12	04/01/2026	03/31/2031
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	4	04/01/2026	03/31/2031
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	101909	AXON VR - USER ACCESS - TASER SKILLS TO FULL VR UPGRADE	77	04/01/2026	03/31/2031
A la Carte	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	77	04/01/2026	03/31/2031
A la Carte	73618	AXON COMMUNITY REQUEST	77	04/01/2026	03/31/2031
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	77	04/01/2026	03/31/2031

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	77
BUNDLE - OFFICER SAFETY PLAN 10	101193	AXON TASER - ON DEMAND CERTIFICATION	77
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	28
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1

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Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	4	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	100197	AXON VR - EXT WARRANTY - HEADSET	2	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	77	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	2	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	101007	AXON VR - EXT WARRANTY - CONTROLLER	2	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	2	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	77	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	16	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	80464	AXON BODY - TAP WARRANTY - CAMERA	77	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	80464	AXON BODY - TAP WARRANTY - CAMERA	2	03/01/2027	03/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	10	03/01/2027	03/31/2031
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	28	03/01/2027	03/31/2031
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	28	03/01/2027	03/31/2031
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	100197	AXON VR - EXT WARRANTY - HEADSET	2	03/01/2027	03/31/2031
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	100213	AXON VR - EXT WARRANTY - TABLET	4	03/01/2027	03/31/2031
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	101007	AXON VR - EXT WARRANTY - CONTROLLER	2	03/01/2027	03/31/2031
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	4	03/01/2027	03/31/2031

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Shipping Locations

Location Number	Street	City	State	Zip	Country
1	100 W Woodstock St	Crystal Lake	IL	60014-4262	USA
2	100 W Woodstock St	Crystal Lake	IL	60014-4262	USA

Payment Details

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
TASER - Annual Payment 1	M00031	BUNDLE - OFFICER SAFETY PLAN 10	77	$61,433.12	$0.00	$61,433.12
TASER - Annual Payment 1	V00020	UPGRADE BUNDLE - TASER SKILLS TO FULL VR	77	$8,827.57	$0.00	$8,827.57
Upfront TASER Invoicing	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$0.00	$0.00	$0.00
Upfront TASER Invoicing	101267	AXON VR - PSO - FULL INSTALLATION	1	$0.00	$0.00	$0.00
Total				**$70,260.69**	**$0.00**	**$70,260.69**

Mar 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Axon - Year 1	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	77	$25,689.44	$0.00	$25,689.44
Axon - Year 1	11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	5	$0.00	$0.00	$0.00
Axon - Year 1	73618	AXON COMMUNITY REQUEST	77	$8,508.25	$0.00	$8,508.25
Axon - Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	77	$8,508.25	$0.00	$8,508.25
Axon - Year 1	BWCamTAP	Body Worn Camera TAP Bundle	4	$1,376.88	$0.00	$1,376.88
Axon - Year 1	Fleet3A	Fleet 3 Advanced	28	$67,886.39	$0.00	$67,886.39
Axon - Year 1	H00001	AB4 Camera Bundle	77	$0.00	$0.00	$0.00
Axon - Year 1	M00031	BUNDLE - OFFICER SAFETY PLAN 10	77	$110,729.57	$0.00	$110,729.57
Axon - Year 1	ProLicense	Pro License Bundle	4	$1,985.89	$0.00	$1,985.89
Axon Upfront Hardware and Services	H00001	AB4 Camera Bundle	77	$0.00	$0.00	$0.00
Axon Upfront Hardware and Services	H00001	AB4 Camera Bundle	4	$0.00	$0.00	$0.00
Axon Upfront Hardware and Services	H00002	AB4 Multi Bay Dock Bundle	10	$0.00	$0.00	$0.00
Transfer Value	100552	TRANSFER BALANCE - GOODS	1	$15,846.84	$0.00	$15,846.84
Transfer Value	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	$31,536.27	$0.00	$31,536.27
Total				**$272,067.78**	**$0.00**	**$272,067.78**

Apr 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	BWCamTAP	Body Worn Camera TAP Bundle	4	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	M00031	BUNDLE - OFFICER SAFETY PLAN 10	77	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
TASER - Annual Payment 2	M00031	BUNDLE - OFFICER SAFETY PLAN 10	77	$80,453.64	$0.00	$80,453.64
TASER - Annual Payment 2	V00020	UPGRADE BUNDLE - TASER SKILLS TO FULL VR	77	$11,560.73	$0.00	$11,560.73

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Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				**$92,014.37**	**$0.00**	**$92,014.37**

Mar 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Axon - Year 2	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	77	$31,415.44	$0.00	$31,415.44
Axon - Year 2	11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	5	$0.00	$0.00	$0.00
Axon - Year 2	73618	AXON COMMUNITY REQUEST	77	$10,404.69	$0.00	$10,404.69
Axon - Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	77	$10,404.69	$0.00	$10,404.69
Axon - Year 2	BWCamTAP	Body Worn Camera TAP Bundle	4	$1,683.78	$0.00	$1,683.78
Axon - Year 2	Fleet3A	Fleet 3 Advanced	28	$83,017.79	$0.00	$83,017.79
Axon - Year 2	H00001	AB4 Camera Bundle	77	$0.00	$0.00	$0.00
Axon - Year 2	M00031	BUNDLE - OFFICER SAFETY PLAN 10	77	$135,410.47	$0.00	$135,410.47
Axon - Year 2	ProLicense	Pro License Bundle	4	$2,428.53	$0.00	$2,428.53
Total				**$274,765.39**	**$0.00**	**$274,765.39**

Feb 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
TASER - Annual Payment 3	M00031	BUNDLE - OFFICER SAFETY PLAN 10	77	$80,453.64	$0.00	$80,453.64
TASER - Annual Payment 3	V00020	UPGRADE BUNDLE - TASER SKILLS TO FULL VR	77	$11,560.73	$0.00	$11,560.73
Total				**$92,014.37**	**$0.00**	**$92,014.37**

Mar 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Axon - Year 3	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	77	$31,415.44	$0.00	$31,415.44
Axon - Year 3	11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	5	$0.00	$0.00	$0.00
Axon - Year 3	73618	AXON COMMUNITY REQUEST	77	$10,404.69	$0.00	$10,404.69
Axon - Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	77	$10,404.69	$0.00	$10,404.69
Axon - Year 3	BWCamTAP	Body Worn Camera TAP Bundle	4	$1,683.78	$0.00	$1,683.78
Axon - Year 3	Fleet3A	Fleet 3 Advanced	28	$83,017.79	$0.00	$83,017.79
Axon - Year 3	H00001	AB4 Camera Bundle	77	$0.00	$0.00	$0.00
Axon - Year 3	M00031	BUNDLE - OFFICER SAFETY PLAN 10	77	$135,410.47	$0.00	$135,410.47
Axon - Year 3	ProLicense	Pro License Bundle	4	$2,428.53	$0.00	$2,428.53
Total				**$274,765.39**	**$0.00**	**$274,765.39**

Feb 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
TASER - Annual Payment 4	M00031	BUNDLE - OFFICER SAFETY PLAN 10	77	$80,453.64	$0.00	$80,453.64
TASER - Annual Payment 4	V00020	UPGRADE BUNDLE - TASER SKILLS TO FULL VR	77	$11,560.73	$0.00	$11,560.73
Total				**$92,014.37**	**$0.00**	**$92,014.37**

Mar 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Axon - Year 4	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	77	$31,415.44	$0.00	$31,415.44
Axon - Year 4	11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	5	$0.00	$0.00	$0.00
Axon - Year 4	73618	AXON COMMUNITY REQUEST	77	$10,404.69	$0.00	$10,404.69
Axon - Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	77	$10,404.69	$0.00	$10,404.69
Axon - Year 4	BWCamTAP	Body Worn Camera TAP Bundle	4	$1,683.78	$0.00	$1,683.78
Axon - Year 4	Fleet3A	Fleet 3 Advanced	28	$83,017.79	$0.00	$83,017.79

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Mar 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Axon - Year 4	H00001	AB4 Camera Bundle	77	$0.00	$0.00	$0.00
Axon - Year 4	M00031	BUNDLE - OFFICER SAFETY PLAN 10	77	$135,410.47	$0.00	$135,410.47
Axon - Year 4	ProLicense	Pro License Bundle	4	$2,428.53	$0.00	$2,428.53
Total				**$274,765.39**	**$0.00**	**$274,765.39**

Feb 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
TASER - Annual Payment 5	M00031	BUNDLE - OFFICER SAFETY PLAN 10	77	$80,453.64	$0.00	$80,453.64
TASER - Annual Payment 5	V00020	UPGRADE BUNDLE - TASER SKILLS TO FULL VR	77	$11,560.73	$0.00	$11,560.73
Total				**$92,014.37**	**$0.00**	**$92,014.37**

Mar 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Axon - Year 5	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	77	$31,415.44	$0.00	$31,415.44
Axon - Year 5	11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	5	$0.00	$0.00	$0.00
Axon - Year 5	73618	AXON COMMUNITY REQUEST	77	$10,404.69	$0.00	$10,404.69
Axon - Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	77	$10,404.69	$0.00	$10,404.69
Axon - Year 5	BWCamTAP	Body Worn Camera TAP Bundle	4	$1,683.78	$0.00	$1,683.78
Axon - Year 5	Fleet3A	Fleet 3 Advanced	28	$83,017.79	$0.00	$83,017.79
Axon - Year 5	H00001	AB4 Camera Bundle	77	$0.00	$0.00	$0.00
Axon - Year 5	M00031	BUNDLE - OFFICER SAFETY PLAN 10	77	$135,410.47	$0.00	$135,410.47
Axon - Year 5	ProLicense	Pro License Bundle	4	$2,428.53	$0.00	$2,428.53
Total				**$274,765.39**	**$0.00**	**$274,765.39**

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Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

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Agency has existing contract(s) originated via Quote(s):

Q-352244, Q-371439, Q-412100, Q-590160, Q-619361

Agency is terminating those contracts effective 4/1/2026 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of $47,383.11

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Q-371439 - INUS339333 - 4/15/2025 - $17,377.36

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

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Signature

Date Signed

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