Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: January 6, 2026

Item: Designation and Sale of Surplus Radio Equipment

Staff Recommendation: Motion to adopt an Ordinance declaring the radios and accessories being replaced as part of the 2026 City Radio Communications System Upgrade as surplus and authorizing the City Manager to execute a sale agreement with Used Two Way Radios, LLC for said radios and accessories in the amount of $86,600

Staff Contact: Craig Snyder, Fire Rescue Chief
Nick Hammonds, Deputy City Manager

Background:

At the June 17, 2025 City Council meeting, the City Council approved a contract for a Radio Communications System Upgrade for the purchase of new Starcom radios for the Fire Rescue Department. The upgrade is required because the radios reached the end of their useful life and require replacement. The Fire Rescue Department anticipates the new Starcom radios to be delivered in January 2026.

Upon receipt of the new Starcom radios, the existing radios will be discontinued from service and prepared for surplus and resale. Designating the equipment as surplus allows the City the ability to make space available currently occupied by the non-utilized equipment. There are very few vendors that purchase secondhand radios. The City received a purchase offer from Used Two Way Radios, LLC in the amount of $86,600 for the old radios. Used Two Way Radios, LLC will collect the radios and remove them off-site at their own expense. The City has chosen this vendor because they are a reliable/trusted purchaser, they offer a competitive rate, they provide secure services in regards to removing our radio frequencies and encrypted channels, and the Crystal Lake Police Department is in the process of working with them as well.

Recommendation:

It is the recommendation of the Fire Rescue Department and the City Manager's Office to adopt an ordinance declaring the radios and accessories being replaced as part of the 2026 City Radio Communications System Upgrade as surplus and providing for the sale of said radios and accessories to Used Two Way Radios, LLC in the amount of $86,600.

Votes Required to Pass:

Simple majority

ORDINANCE

WHEREAS, in the opinion of the Corporate Authorities of the City of Crystal Lake, it is no longer necessary or useful to, or in the best interest of, the City of Crystal Lake to retain ownership of the radios and accessories being replaced as part of the City Radio Communications System Upgrade project (referred to collectively hereinafter as the "surplus equipment").

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

Section One: Recitals. The foregoing recitals are hereby incorporated herein as is fully set forth.

Section Two: Transfer of Personal Property. Pursuant to Section 11-76-4 of the Illinois Municipal Code, (65 ILCS 5/11-76-4), the Mayor and City Council of the City of Crystal Lake hereby find that the surplus equipment now owned by the City of Crystal Lake is no longer necessary or useful to the City of Crystal Lake and the best interest of the City of Crystal Lake will be served by the sale of the surplus equipment to Used Two Way Radios, LLC.

Section Three: Authorization of Transfer. Pursuant to said statute, the City Manager is hereby authorized and directed to sell for $86,600 the surplus equipment now owned by the City of Crystal Lake to Used Two Way Radios, LLC.

Section Four: Effective Date. This ordinance shall be in full force and effect from and after its passage as provided by law.

DATED this 6th day of January, 2026.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL
ATTEST

_____
CITY CLERK

PASSED: January 6, 2026
APPROVED: January 6, 2026

Draft

CITY OF CRYSTAL LAKE
CONTRACT FOR PRICING AND SALE OF
FIRE RESCUE DEPARTMENT RADIOS AND ASSOCIATED EQUIPMENT

Full Name of Vendor **Used Two Way Radios, LLC**

Principal Office Address _____

Contact Person _____ Telephone Number _____

TO: City of Crystal Lake ("City")
100 West Woodstock Street
Crystal Lake, Illinois 60014
Attention: **Craig Snyder, Fire Rescue Chief**

DELIVERY/PICKUP ADDRESS**:**

City of Crystal Lake ("City")
100 West Woodstock Street
Crystal Lake, Illinois 60014

Vendor warrants and represents that Vendor has reviewed, understood, and agreed to all documents included, referred to, or mentioned in this set of documents, including Appendix I and II.

1. **Contract to Sell Surplus Products**

A. Contract and Products. The Vendor shall pick up, at the Delivery/Pickup Address, the products, items, materials, merchandise, supplies, or other items identified in this Contract (the ***"Products"***). Vendor further shall:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to purchase and pick up the Products from the City in a proper and workmanlike manner;

2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products;

3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance, if any, specified in this Contract;

4. Taxes. Pay all applicable federal, state, and local taxes; and

5. Miscellaneous. Do all other things required of Vendor by this Contract.

B. Performance Standards. The Vendor agrees to comply strictly with any specifications attached hereto ("***Specifications***") and by this reference made a part of this Contract, including any Specifications provided in Appendix I and/or II. If this Contract specifies a Product by brand name or model, that Specification is intended to reflect the required performance standards and standard of excellence that the City requires for the Product.

C. Responsibility for Damage or Loss. The Vendor shall be responsible and liable for any damage done to, and any loss or injury suffered by, the City as a result of the Vendor's failure to perform hereunder.

2. **Pricing**

The Vendor shall purchase the following Products from the City in accordance with the following prices (also refer to Appendix II):

Description of Product	**Quantity of Product**	**Lump Sum Price of Product**
Fire Rescue Department Radios	X	$86,600.00

If the City has specified the quantity of Products to be purchased from the City in this Contract, then the Vendor shall submit full payment for all Products and other matters set forth under Section 1 of this Contract, , the Contract Price of:

$86,600.00

B. Basis for Determining Prices. It is expressly understood and agreed that:

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1. All prices stated in the Pricing section are firm and shall not be subject to change.
2. The products are being sold by the City to the Vendor in an "as-is" condition. The Vendor is responsible for removing all programming and information from the radios.

C. Time of Payment

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Payment shall be submitted to the City of Crystal Lake in full prior to removing any equipment from the City's possession.

3. **Contract Time**

The Vendor shall agree to deliver payment and pick up the radios and associated equipment from the City at the Delivery Addresses no later than _____, 2026.

4. **Financial Assurance**

A. Indemnification. The Vendor shall indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Vendor's performance, or failure to perform, under this Contract, including, without limitation, any failure to meet the representations and warranties set forth in Section 6 of this Contract.

B. Penalties. The Vendor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Vendor's performance, or failure to perform, under this Contract.

5. **Firm Contract**

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, de-escalation, or change provided the City accepts this Contract within 90 days after the date that Vendor signs this Contract.

6. **Vendor's Representations and Warranties**

In order to induce the City to accept this Contract, the Vendor represents and warrants as follows:

A. Compliance with Laws. All Products, and all of their components, shall comply with, and the Vendor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time. Every provision required by law to be inserted into this Contract shall be deemed to be inserted herein.

B. Not Barred. The Vendor is not barred by law from contracting with the City or with any other unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Vendor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (3) any other reason.

C. Qualified. The Vendor has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable the Vendor to deliver the services at the Contract Price and within the Contract Time set forth above.

7. **Termination**

A. Contract is At-Will. This Contract is at-will and may be terminated by the City at any time at the City's convenience, without reason or cause.

B. Termination by City for Breach. The City at any time, by written notice, may terminate this Contract on account of breach by the Vendor and failure of the Vendor to cure the breach within 10 days after that written notice or such further time as the City may agree, in the City's sole discretion, in response to a written notice from the Vendor seeking additional time to cure. "***Breach***" by the Vendor includes (a) failure of the Vendor to adhere to any terms or conditions of this Contract, (b) failure of the Vendor to properly perform work or deliver Products as outlined in contract, (c) the failure of the Vendor to maintain progress in the performance of work or deliver products so as to endanger proper performance within the established schedule, and/or (d) failure of the Vendor to have or maintain adequate financial or legal capacity to properly complete any work.

C. City Remedies. If the City terminates this Contract for Breach by the Vendor, then the City will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. The City may recover from the Vendor any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach.

2. The City may withhold any or all outstanding Compensation to reimburse itself or pay for any and all costs, including without limitation reasonable attorneys' fees, incurred by the City

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as the result of any Breach or as a result of actions taken by the City in response to any Breach. In that event, the City will pay any excess funds to the Vendor, if any, after all of the City's costs are reimbursed or paid. If the Compensation withheld by the City is insufficient to reimburse the City for, or pay, all costs, then the City will has the right to recover directly from the Vendor a sum of money sufficient to reimburse itself, or pay, all remaining costs.

D. Termination for Convenience. If, after termination of this Contract by the City for breach, it is determined that the Vendor was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the City under Section 7(A) of this Contract.

E. Termination by Vendor for Breach. The Vendor may, at any time, by written notice, terminate this Contract on account of failure by the City to properly pay the Vendor and failure of the City to cure the breach within 10 days after that written notice or such further time as the Vendor may agree, in the Vendor's sole discretion, in response to a written notice from the City seeking additional time to cure.

8. **Acknowledgements**

In submitting this Contract, the Vendor acknowledges and agrees that:

A. Reliance. The City is relying on all warranties, representations, and statements made by the Vendor in this Contract.

B. Binding Effect. The Vendor is bound by each and every term, condition, or provision contained in this Contract and in the City's written notification of acceptance in the form included in this bound set of documents.

C. Remedies. Each of the rights and remedies reserved to the City in this Contract are cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

D. Time. Time is of the essence in the performance of all terms and provisions of this Contract. Except where specifically stated otherwise, references in this Contract to days shall be construed to refer to calendar days and time.

E. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the City, whether before or after the City's acceptance of this Contract; nor any information or data supplied by the City, whether before or after the City's acceptance of this Contract; nor any order by the City for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the any Product by the City; nor any extension of time granted by the City; nor any delay by the City in exercising any right under this Contract; nor any other act or omission of the City shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Product, nor operate to waive or otherwise diminish the effect of any representation or warranty made by the Vendor; or of any requirement or provision of this Contract; or of any remedy, power, or right of the City.

F. Severability. It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

G. Amendments and Modifications. No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

H. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by the Vendor except upon the prior written consent of the City.

I. Governing Law. This Contract shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

DATED this__ day of _____, 20___.

Used Two Way Radios, LLC

By: _____

Name: _____

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Position/Title: _____

DRAFT

Vendor's Status: ( ) _____ Corporation ( ) _____ Partnership ()Individual Proprietor
(State) (State)

Vendor's Name: _____

Doing Business As (if different): _____

Signature of Vendor or Authorized Agent: _____

(corporate seal)
(if corporation)

Printed Name: _____

Title/Position: _____

Vendor's Business Address: _____

_____

Vendor's Business Telephone: _____ Facsimile: _____

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS

DRAFT

ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the City of Crystal Lake (the "***City***") this__ day of _____, 20___.

This Acceptance, together with the Contract attached hereto, constitutes the entire and only agreement between the parties relating to the Products and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the City without further notice of objection and shall be of no effect nor in any circumstances binding upon the City unless accepted by the City in a written document plainly labeled "Amendment to Agreement." Acceptance or rejection by the City of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

CITY OF CRYSTAL LAKE

By: _____

Eric Helm, City Manager

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Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: January 6, 2026

Item: Ordinance waiving the formal procurement requirements under City Code Section 102-3 and authorization to enter into an Electric Service Agreement with Dynegy Energy Services, LLC through the Northern Illinois Purchasing Cooperative for the Purchase of Power Supplies and Other Goods and Services.

Recommendation: Motion to adopt an Ordinance waiving competitive bidding requirements under City Code Section 102-3 and authorizing the City Manager to execute an Electric Service Agreement with Dynegy Energy Services, LLC through the Northern Illinois Purchasing Cooperative for the Purchase of Power Supplies and Other Goods and Services for a term ending May 31, 2027.

Staff Contact: Nick Hammonds, Deputy City Manager

Background:

At the November 4, 2025 City Council meeting, the City Council authorized an intergovernmental agreement (IGA) with the Northern Illinois Purchasing Cooperative (NIPC), organized by the McHenry County Council of Governments (MCCG), for the economical purchase of goods and services, including electric, natural gas, and other utilities. The benefits of participating in the IGA with NIPC are that it allows participants to secure favorably priced purchase agreements and reduce the total transaction costs of identifying and negotiating agreements with third party suppliers.

The NIPC is governed by its Governing Board, which is comprised of representatives of each of its member municipalities, with each member having one representative that is entitled to vote on whether to approve any particular purchase agreement. The NIPC previously solicited bids for electric supply and entered into an agreement with Dynegy Energy Services, LLC prior to the City joining the NIPC, which agreement is now being offered to the City. The NIPC agreement with Dynegy is effective until May 31, 2027, at which time a new bid will be solicited for electricity supply services for the NIPC members.

The City proposes to enter into an electric service agreement with Dynegy, coordinated through the NIPC, to align the City with the NIPC's current electric supply contract. The electric supply agreement will affect municipal properties only. There are currently nine municipalities participating in the NIPC. The municipalities include Genoa, Lakewood, Richmond, McHenry Township, Dorr Township, Algonquin, Woodstock, and Lake in the Hills.

Bid and Selection Process:

The NIPC utilizes a consultant, Independent Energy Consultants (IEC), to broker energy bids. IEC is compensated through a fee built into the contract price for energy supply. IEC has provided energy brokerage services for the NIPC for the past 11 years, and the NICP and MCCG has been pleased with the results of energy bids and communication provided by IEC.

The City's municipal properties are currently on ComEd's default electric supply cost, which changes every month. This means the rate is tied directly to wholesale market fluctuations which can swing dramatically. Entering into an agreement for a fixed rate removes market uncertainty from monthly bills and locks in a predictable cost structure. The term of the contract will expire in May 2027. The City will automatically be included in the NIPC's electric supply bid in May 2027 for a new agreement.

The following table compares the current ComEd rates paid by the City with the proposed Dynegy contracted rate. The reduced cost per kWh with Dynegy, including the consultant's fee built into the price per kWh, will result in substantial cost savings for the City's municipal properties.

City's 2025 Average kWh Cost	Dynegy Proposed kWh Cost	Approximate Savings
$0.0942/kWh	$0.075/kWh*	$0.0192/kWh

*Prices may vary by a range of $0.001 to $0.009. The Consultant's fee is $0.0015 per kWh, which is included in the Dynegy pricing.

IEC provided the following table to demonstrate the benefits of bidding for a stable rate.

Benefit	Why It Matters
Budget Predictability	A fixed rate locks in the cost for a year or longer.
Risk Protection	Even if ComEd's rate drops slightly in some months, history shows sharp spikes during periods of high demand. A fixed rate shields from those jumps.
Cost Stability vs Volatility	With a fixed plan, this removes uncertainty about where the market is heading next.

Recommendation:

City staff recommends the City waive the competitive bidding requirements and authorize the City Manager to execute an electric service agreement with Dynegy Energy Services, LLC, coordinate through the NIPC, for electricity supply services for a term expiring May 31, 2027.

Votes Required to Pass:

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

Ord. No. ____
File No. ____

The City of Crystal Lake, Illinois

AN ORDINANCE AUTHORIZING EXECUTION OF DYNEGY ENERGY SERVICES, LLC ELECTRIC SERVICE AGREEMENT FOR THE PURCHASE OF ELECTRIC POWER SUPPLY FOR MUNICIPAL PROPERTIES

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 the passage of this Ordinance constitutes an exercise of the City's home rule powers; and

WHEREAS, the Northern Illinois Purchasing Cooperative (the "***NIPC***") has established an Intergovernmental Agreement (the "***Original IGA***") among various municipalities for the economical purchase of goods and services; and

WHEREAS, the members of NIPC recently agreed to extend the term of the Original IGA through January 31, 2030 (the "***IGA***"); and

WHEREAS, by working through NIPC, the participants have been able to secure favorably priced purchase agreements and have been able to reduce the total transaction costs of identifying and negotiating agreements with third party suppliers; and

WHEREAS, pursuant to the IGA, the City is a member of the NIPC and may thereafter choose to participate in NIPC's bid requests or other solicitations for purchases through NIPC ("***Proposal Solicitations***"); and

WHEREAS, units of local government may contract and associate among themselves pursuant to Article VII, Section 10, of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq*.; and

WHEREAS, NIPC members have entered into an electric service agreement with Dynegy Energy Services, LLC for the provision of electric supply; and

WHEREAS, although the City did not participate in the original solicitation of the electric service agreement with Dynegy Energy Services, LLC, that service agreement has been offered to the City; and

WHEREAS, pursuant to Section 102-3 of the City Code, a contract may be entered into without advertising for bids if authorized by a vote of two-thirds of all Council members then holding office; and

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WHEREAS, the Mayor and City Council have determine that it is in the best interests of the City of Crystal Lake to enter into an electric service agreement with Dynegy Energy Services, LLC through May 31, 2027.

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 hereby incorporated into and made a part of this Resolution as if fully set forth herein.

SECTION TWO: Approval of Electric Service Agreement. The Mayor and City Council hereby waive the competitive bidding requirements under City Code Section 102-3 and approve the Electric Service Agreement with Dynegy Energy Services, LLC (with its term running through May 31, 2027) in substantially the form attached hereto as **Exhibit A**. Further, the Mayor and City Council authorize and direct the City Manager to execute the Electric Service Agreement with Dynegy Energy Services, LLC.

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 _____ day of _____, 2026.
AYES: ( )
NAYS: ( )
ABSENT: ( )
APPROVED THIS _____ day of _____, 2026.

_____
Haig Haleblian, Mayor

ATTEST:

_____
City Clerk

Draft

EXHIBIT A

Electric Services Agreement

Draft

Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date: January 6, 2026

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

Staff Recommendation: A motion to adopt a Resolution authorizing the City Manager to execute a sole source agreement with Byrne Software Technologies, Inc. for licensing software implementation services and as-needed support in the amount of $65,000, allowing for a 10% contingency for unforeseen support and maintenance costs.

Staff Contact: Kathryn Cowlin, Community Development Director
Nick Hammonds, Deputy City Manager
Jodie Hartman, Finance Director

Background:

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

Implementation Services Cost Comparison:

The City evaluated implementation service providers in 2021 and selected Byrne Software technologies, Inc. as they had the lowest per hour rate at $125. The City requested updated quotes from the same providers in 2025 and Byrne was still the lowest cost per hour at $135. The following table includes the most recent per hour rate comparison for 2026.

	2021 Hourly Rate	2025 Hourly Rate	2026 Hourly Rate
Byrne√	$125.00	$135.00	$135.00
Etech	$150.00	$190.00	$195.00
Avocette	$130.00	No response provided**	No response provided**
GovPath	-	-	No response provided**

√Recommended lowest per hour rate provider for services.
**City staff made numerous attempts to contact additional Accela authorized providers for quotes. The City's attempts have not resulted in additional pricing proposals.

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

Licensing Statement of Work:

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

Liquor licenses, commercial refuse licenses, and tobacco licenses were successfully implemented in Accela last fiscal year. Byrne Software has submitted a statement of work to complete the customization of video gaming licenses, massage licenses, and liquor class modifications in the amount of $65,000. This amount will not impact the annual fee for Accela. Byrne software will customize the liquor license portal as a 24/7 self-service process from start to finish, including the application, document uploading, workflows, certificate issuance, and the renewal process.

As-Needed Support and Maintenance Statement of Work:

Byrne Software also submitted a statement of work for as-needed software support and maintenance in the amount of $17,000 for FY 2026. The statement of work amount will cover costs potentially needed for general maintenance and support of existing configurations (building permits, code enforcement, planning, fire, and licenses).

Accela and Implementation Pricing:

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

Accela utilizes a third-party provider for implementation services rather than their own staff. Staff has compared pricing from competitor implementation service providers and Byrne provided the lowest per hour rate. Implementation services include setting up users, configuring permits and permit types, configuring workflows for permits and submittals, setting up the City's Building Permit fee schedule, configuring the public access portal and field apps, creating custom reporting for the application, and customizing licensing workflows and reporting. In addition, the implementation provider conducts end user and administrative training on the application.

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

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

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

Recommendation:

It is the recommendation of Community Development and Information Technology to adopt a resolution authorizing the execution of a sole-source agreement for statements of work to implement licensing features and as-needed software support with Byrne Software Technologies, Inc. in the total amount of $65,000, allowing for a 10% contingency. Sufficient funding is available for this project in the FY 2026 budget.

Votes Required to Pass:

Simple majority

Res. 26R-___

RESOLUTION

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

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

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

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

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

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

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

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

NOW THEREFORE , BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager be and he is hereby authorized and directed to execute a sole source agreement for the statements of work for Accela licensing implementation and software support with Byrne Software Technologies in the amount of $65,000.

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

DATED this 6th day of January, 2026.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: January 6, 2026
APPROVED: January 6, 2026

Draft