Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date: April 7, 2026

Item: M'Lady Nissan, BMW of Crystal Lake and Napleton Buick GMC Temporary Use Permit requests for 2026 Special Promotions

Recommendation: Motion to approve the Temporary Use Permits for the 2026 Special Promotions pursuant to the recommendations below.

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

Background: For the past several years, staff has worked with auto dealerships to obtain an annual Temporary Use Permit for all of the dealerships' special advertising needs. This allows car dealerships to hold promotions within the time-frames required by the manufacturers without the need for seeking individual Temporary Use Permit or Special Event approval. Also, this conserves City resources by allowing all promotions to be reviewed simultaneously through a single review.

Auto manufacturers require their dealers to hold various promotional events during the year as part of the manufacturer's overall advertising program. These promotional events are inconsistently timed throughout the year and given to the dealers with little or no advance notice. The challenge for the auto dealers occurs when they are sent the promotional materials, banners, and program requirements and given very short notice to begin advertising for the promotions. The promotional events can last as few as five days and, therefore, by the time the temporary use permit and signage permits are applied for and obtained, the promotion is already over.

The City's auto dealers have provided promotional schedules that allow the dealerships the flexibility to offer promotions throughout the year as needed, without being required to return to the City for individual approvals for each promotion. The petitioners are requesting approvals that are in accordance with their manufacturer's advertising program for the remainder of 2026.

The proposed schedule and the detail for M'Lady Nissan, BMW of Crystal Lake and Napleton Buick GMC events, including event length, and promotional items (banners and tents), are listed on the attached schedule. This will also eliminate the need for limited duration sign permits. All

Crystal Lake dealerships were contacted and only those listed conduct special promotions that include advertising.

If the requests are approved, the following conditions are recommended:

1. The Temporary Use Permit is valid during 2026.
2. The installation of a tent requires an inspection prior to occupancy by the Fire Prevention Bureau. The additional conditions for the tents are:
   A. All tents must be labeled fire retardant and anchored properly.
   B. At least one fire extinguisher must be under the tent.
   C. No automobiles will be allowed under the tent with the batteries connected.
   D. Fuel levels must be less than ¼ tank or not more than 5 gallons, whichever is less.
   E. Fuel tank openings must be secured to prevent the escape of vapors.
   F. Provide a 20-foot access for emergency vehicles to gain access to the building, Fire Rescue Department connection, and the event site. The tents may need to be adjusted.
   G. The tent placement on the provided plan will require a 12-foot separation from other tents, canopies, and the parking of cars.
   H. All tents/canopies shall be anchored using stakes, sand, or concrete blocks.
3. Banners should be positioned so as not to prohibit sight lines for motorists. They must be a minimum of 10 feet from the property line/sidewalk at intersections.
4. On-site traffic flow must be maintained around the building, Fire Rescue Department connection, and the event site (minimum of 20 feet).
5. A meeting with the Fire Prevention Bureau needs to be scheduled at least one week prior to the first time of setting up tents to review the placement of the canopy/tent.
6. If there will be any food vendors, they will require approval from the McHenry County Health Department.
7. All electrical connections and lighting must comply with the 2005 National Electric Code.
8. On-site traffic flow must be maintained. Adjust employee parking as necessary to accommodate customer parking.
9. Permits for limited duration signs approved within this Temporary Use Permit do not require separate sign permits.
10. Temporary vehicle display on non-approved surfaces (e.g. grass) must be located on private property, not within City or State rights-of-way.

Votes Required to Pass: A simple majority vote.

M'LADY NISSAN - FORMER PROMOTIONAL SCHEDULE

Promotional Details	Jan/Feb	March/April	May/June	July/Aug	Sept/Oct	Nov/Dec
Length of Promotion	15 days	15 days	60 days	30 days	30 days	30 days
Four (4) 12' x 4' banners	Yes	Yes	Yes	Yes	Yes	Yes
30' x 60' large tent	No	No	Yes	Yes	Yes	No
20' x 20' small tent	No	No	Yes	Yes	Yes	No
25 balloons (24")	No	Yes	Yes	Yes	Yes	Yes

City of Crystal Lake
Temporary Use Application

Office Use Only
Case No: _____
Date Submitted: _____

IMPORTANT: If City Council approval is necessary (contact staff to verify), please submit the application by Friday, two weeks prior to the intended Council meeting. City Council meetings are held the first and third Tuesdays of each month. Please submit this application, along with a site plan and a check for $40.

Project Title: _____

Action Requested

- ☐ Holiday Tree and Decoration Sales
- ☐ Real Estate Sales Office
- ☐ Contractor's construction, equipment, office or employment trailers – Residential Project
- ☐ Seasonal Sale of Farm and Garden Produce
- ☐ Religious Tent Meeting
- ☐ Contractor's construction, equipment, office or employment trailers – Non-residential Project
- ☑ Other promotions, events or temporary uses

Petitioner Information

Name: MCHENRY NISSAN

Address: 5656 NORTHWEST HIGHWAY

Telephone: 815-459-2288

Email: _____

Owner Information (if different)

Name: MIR ALI

Address: 5656 NORTHWEST HIGHWAY

Telephone: 815-459-2288

Property Information

Address/General Location: 5656 NORTHWEST HIGHWAY

Date of Requested Action: _____ to _____

Description of Proposed Use:

WE WILL BE USING THE SAME SCHEDULE AS PREVIOUS YEARS

Signatures

Mir Ali — March 19-26

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

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

[signature] — March 19-26

Owner: Print and Sign name Date:

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

NAPLETON BUICK GMC - FORMER PROMOTIONAL SCHEDULE

Promotional Details	Jan/Feb	March/April	May/June	July/Aug	Sept/Oct	Nov/Dec
Length of Promotion	15 days	60 days	60 days	60 days	60 days	30 days
Four (4) 12' x 4' banners	Yes	Yes	Yes	Yes	Yes	Yes
30' x 60' large tent	No	No	Yes	Yes	Yes	No
20' x 20' small tent	No	No	Yes	Yes	Yes	No
Twenty-five 24" balloons	No	Yes	Yes	Yes	Yes	Yes
48" x 36" car window American flags	No	No	Yes	Yes	No	Yes
Temp. Grass vehicle display	Yes	Yes	Yes	Yes	Yes	Yes

City of Crystal Lake
Temporary Use Application

Office Use Only
Case No: _____
Date Submitted: _____

IMPORTANT: If City Council approval is necessary (contact staff to verify), please submit the application by Friday, two weeks prior to the intended Council meeting. City Council meetings are held the first and third Tuesdays of each month. Please submit this application, along with a site plan and a check for $40.

Project Title: 2026 Signage

Action Requested

- ☐ Holiday Tree and Decoration Sales
- ☐ Real Estate Sales Office
- ☐ Contractor's construction, equipment, office or employment trailers – Residential Project
- ☑ Other promotions, events or temporary uses
- ☐ Seasonal Sale of Farm and Garden Produce
- ☐ Religious Tent Meeting
- ☐ Contractor's construction, equipment, office or employment trailers – Non-residential Project

Petitioner Information

Name: Marcia Young
Address: 6305 Northwest Hwy
Crystal Lake IL 60014
Telephone: 312-620-3878
Email: Mjoung@napleton.autos

Owner Information (if different)

Name: Danny Randolph
Address: _____
Telephone: _____

Property Information

Address/General Location: 6305 Northwest Hwy
Date of Requested Action: April 2026 to Dec 31 2026
Description of Proposed Use:
Same Signage schedule as previous years

Signatures

Marcia Young — 3/23/26
Petitioner: Print and Sign name *(if different from owner)* Date:

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

Danny Randolph — 3/23/2026
Owner: Print and Sign name Date:

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

BMW OF CRYSTAL LAKE – FORMER PROMOTIONAL SCHEDULE

Promotional Details	Jan/Feb	March/April	May/June	July/Aug	Sept/Oct	Nov/Dec
Banner Promotions		30 days	60 days	30 days	30 days	30 days
- Mounted poles on the parking lot north side of building with Mazda and BMW flags	Yes	Yes	Yes	Yes	Yes	Yes
- 10 Display flags		Yes	Yes	Yes	Yes	Yes
Memorial Day and Labor Day Sale						
- 40' x 80' tent			Go up on Thursday and come down 7 days later		Go up on Thursday and come down 7 days later	
Cars and Coffee Event		April 25			October TBD	
- Two (2) 12' x 4' banners		2 weeks			2 weeks	

City of Crystal Lake
Temporary Use Application

Office Use Only
Case No:
Date Submitted:

IMPORTANT: If City Council approval is necessary (contact staff to verify), please submit the application by Friday, two weeks prior to the intended Council meeting. City Council meetings are held the first and third Tuesdays of each month. Please submit this application, along with a site plan and a check for $40.

Project Title: SPRING SUMMER FALL EVENT LIST

Action Requested

- ☐ Holiday Tree and Decoration Sales
- ☐ Real Estate Sales Office
- ☐ Contractor's construction, equipment, office or employment trailers – Residential Project
- ☑ Other promotions, events or temporary uses
- ☐ Seasonal Sale of Farm and Garden Produce
- ☐ Religious Tent Meeting
- ☐ Contractor's construction, equipment, office or employment trailers – Non-residential Project

Petitioner Information

Name: Daniel G Brzozowski

Address: 360 N. IL RTE 31
CRYSTAL LAKE IL 60014

Telephone: 815-455-4330

Email: OFFICE@ANDERSONCARS.COM

Owner Information (if different)

Name: BMW MAZDA OF CRYSTAL LAKE

Address:

Telephone:

Property Information

Address/General Location: 360 N. IL RTE 31 CRYSTAL LAKE IL 60014

Date of Requested Action: APRIL 2026 to OCTOBER 2026

Description of Proposed Use: DISPLAY FLAGS ALONG FRONT LINE OF DEALERSHIP
TENT FOR DISPPLAY 2X PER YEAR (MEMORIAL DAY LABOR DAY)
APRIL 25,2026 CARS AND COFFEE CAR SHOW
OCTOBER 2026 CARS AND COFFEE EVENT

Signatures

DANIEL G. BRZOZOWSKI — 03/23/2026

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

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

03/23/2026

Owner: Print and Sign name — Date:

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

Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date: April 7, 2026

Item: **ANNEXATION AGREEMENT PUBLIC HEARING**

Request: Amendment to the Annexation Agreement at 275 S. Main Street

Petitioner: Fabian Fondriest
Pulte Homes

City Council Action: To approve the petitioner's request for an Amendment to an Annexation Agreement to allow for Pulte's Birchwood neighborhood development.

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

Background:

- The property was annexed December 21, 2021. The Annexation Agreement allowed the operation of an Amazon Warehouse. The Annexation Ordinance and Agreement were recorded on the property although Amazon did not move forward with the construction of the project.

Key Points:

- The amendment to the Annexation Agreement clarifies the use of the property is approved for a residential subdivision use, subject to the Preliminary Planned Unit Development (PUD) ordinance. It also clarifies that overhead utilities along Main Street can remain. This is typical for development, it was extraordinary that Amazon agreed to bury the utilities.
- Pulte Homes will be developing the property according to the R-2 single-family zoning district standards with the variations granted at the Preliminary PUD.
- The Pulte development team will be submitting their Final PUD this spring for compliance with the Preliminary PUD plans and recommended conditions of approval.

Votes Required to Pass: A two-thirds majority vote (5 votes) for the Annexation Agreement

PIQ Map
275 S. Main Street



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT AMENDMENT

WHEREAS, Main Street Crossing Development, LLC and Curran Group, Inc. (hereinafter, "the Owners") is the record title owner of a certain tract of land located in Algonquin Township in unincorporated McHenry County, Illinois, and legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "Subject Property"); and

WHEREAS, there are no electors residing on the subject property; and

WHEREAS, the Subject Property consists of approximately 42.03 acres and is depicted on the plat of annexation attached as Exhibit B attached hereto (the "Plat of Annexation"); and

WHEREAS, the Subject Property has been annexed to the City of Crystal Lake pursuant to and in accordance with the provisions of Section 7-1-8 of the Illinois Municipal Code (the "Annexation"); and

WHEREAS, pursuant to the provisions of Section 11-15.1-1 *et seq*. of the Illinois Municipal Code, a proposed annexation agreement amendment, in substance and form substantially the same as the agreement attached hereto as Exhibit C, was submitted to the Corporate Authorities of the City of Crystal Lake and, pursuant to notice published in the

Draft

Northwest Herald on March 22, 2026, as provided by statute, a public hearing was held thereon by the Corporate Authorities commencing on April 7, 2026.

WHEREAS, the Mayor and City Council of the City of Crystal Lake have found and determined that it is in the best interests of the City that an annexation agreement amendment with the Owners be approved and the execution and attestation of such agreement be authorized;

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

SECTION I: The foregoing recitals are incorporated as though fully set forth herein.

SECTION II: That the Mayor be and he is hereby authorized and directed to execute, and the City Clerk is directed to attest, the Annexation Agreement Amendment, a copy of which is attached hereto and made a part hereof as Exhibit C.

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

AYES:

NAYS:

ABSENT:

PASSED this 7th day of April 2026.

APPROVED by me this 7th day of April 2026.

City of Crystal Lake, an
Illinois municipal corporation

Draft

Ord. No.
File No.

___

_____

Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
, CITY CLERK

Passed: April 7, 2026
Approved: April 7, 2026

Draft

EHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARETER OF SAID SECTION 4; THENCE NORTH 89 DEGREES 39 MINUTES 35 SECTONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1197.69 FEET TO THE POINT OF BEGINNING; THENCENORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 277.00 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 35 SECONDS WEST, 271.84 FEET TO THE SOUTHEAST RIGHT OF WAY LINE OF THE FUTURE EXCHANGE DRIVE; THENCE SOUTH 38 DEGREES 11 MINUTES 02 SECONDS WEST, ALONG SAID SOUTHEAST RIGHT OF WAY LINE, A DISTANCE 189.26 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CIRCLE, BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 300.40 FEET TO A POINT OF CUST; THENCE LEAVING THE ARC OF A CIRCLE, SOUTH 89 DEGREES 39 MINUTES 35 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SECTION 4, A DISTANCE OF 650.19 FEET TO THE POINT OF BEGINNING, IN THE COUNTY OF MCHENRY, SATE OF ILLINOIS.

Parcel 2

PART OF NORTHWEST ¼ OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 21 CHAINS AND 63 LINKS SOUTH OF THE NORTHWEST CORNER OF THE SAID NORTHWEST ¼ FOR A PLACE OF BEGINNING; THENCE EAST 39 CHAINS AND 80 LINKS TO A POINT ON THE EAST LINE OF SAID NORTHWEST 1/4 , 22 CHAINS AND 3 LINKS SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG SAID EAST LINE, 21 CHAINS AND 29 LINKS, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 ; THENCE WEST ALONG THE SOUTH LINE OF SAID NORHTWEST ¼; 39 CHAINS AND 50 LINKS TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG THE WEST LINE OF SAID NORTHWEST ¼ TO THE PLACE OF BEGINNING (EXCEPT THEREFROM ALL THAT PORTION THEREOF WHICH WAS CONVEYED BY CLEM C CRAIN AND WIFE TO THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY BY DEED RECORDED IN BOOK 180, PAGE 11, ALSO EXCEPTIN THEREFRO ALL

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THAT PORTION THEREOF LYING NORTHWESTERLY OF THE PIECE SO CONVEYED; ALSO EXCEPTING THAT PART OF THE NORTHWEST ¼ OF SECTION 4. TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST ¼ OF SECTION 4 AND RUNNING THENCE NORTH ALONG THE WEST LINE THEREOF, 427.25 FEET FOR A PLACE OF BEGINNING; THENCE EAST ALONG A LINE THAT FORMS AN ANGLE OF 89 DEGREES, 45 MINUTES WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE, 995.3 FEET; THENCE NORTH ALONG A LINE THAT FORMS AN ANGLE OF 89 DEGREES, 58 MINUTES WITH THE LAST DESCRIBED COURSE AS MEASURED FROM WEST TO NORTH, 953.0 FEET; THENCE WEST ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES, 44 MINUTES WITH THE LAST DESCRIBED COURSE, AS MEASURED FROM SOUTH TO WEST, 527.6 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO NORTHWESTERN RAILROAD; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1765.5 FEET, A DISTANCE OF 126.95 FEET; THENCE CONTINUING SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 1885 FEET, A DISTANCE OF 876.21 FEET TO A POINT IN TH EWEST LINE OF THE NORHTWEST ¼ F SECTION 4; THENCE SOUTH ALONG SAID WEST LINE, 84.93 FEET TO THE PLACE OF BEGINNING). (ALSO EXCEPT THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 4; THENCE NORTH 89 DEGREES 39 MINUTES 35 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1197.69 FEET TO TH EPOINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 277.00 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 35 SECONDS WEST, 271.84 FEET TO THE SOUTHEAST RIGHT OF WAY LINE OF THE FUTURE EXCHANGE DRIVE; THENCE SOUTH 38 DEGREES 11 MINUTES 02 SECONDS WEST, ALONG SAID SOUTHEAST RIGHT OF WAY LINE, A DISTANCE OF 189.26 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CIRCLE, BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 300.40 FEET TO A POINT OF CUSP; THENCE LEAVING THE ARC OF A CIRCLE, SOUTH 89 DEGREES 39 MINUTES 35 SEONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST

Draft

QUARTER OF SECTION 4, A DISTANCE OF 650.19 FEET TO THE POINT OF BEGINNING,) IN THE COUTY OF MCHENRY, STATE OF ILLINOS.

Said property containing 62.76 acres, more or less, all situated in McHenry County, Illinois.

PIN No: 19-04-176-003 & 19-04-176-004
Common Address: 275 S. Main Street, Crystal Lake, IL 60014

Draft

EXHIBIT B
PLAT OF ANNEXATION

Draft

EXHIBIT C
ANNEXATION AGREEMENT

Draft

PLAT OF ANNEXATION TO CITY OF CRYSTAL LAKE

P.I.N. 19-04-176-003
P.I.N. 19-04-176-004

GRAPHIC SCALE

200 0 100 200 400 800

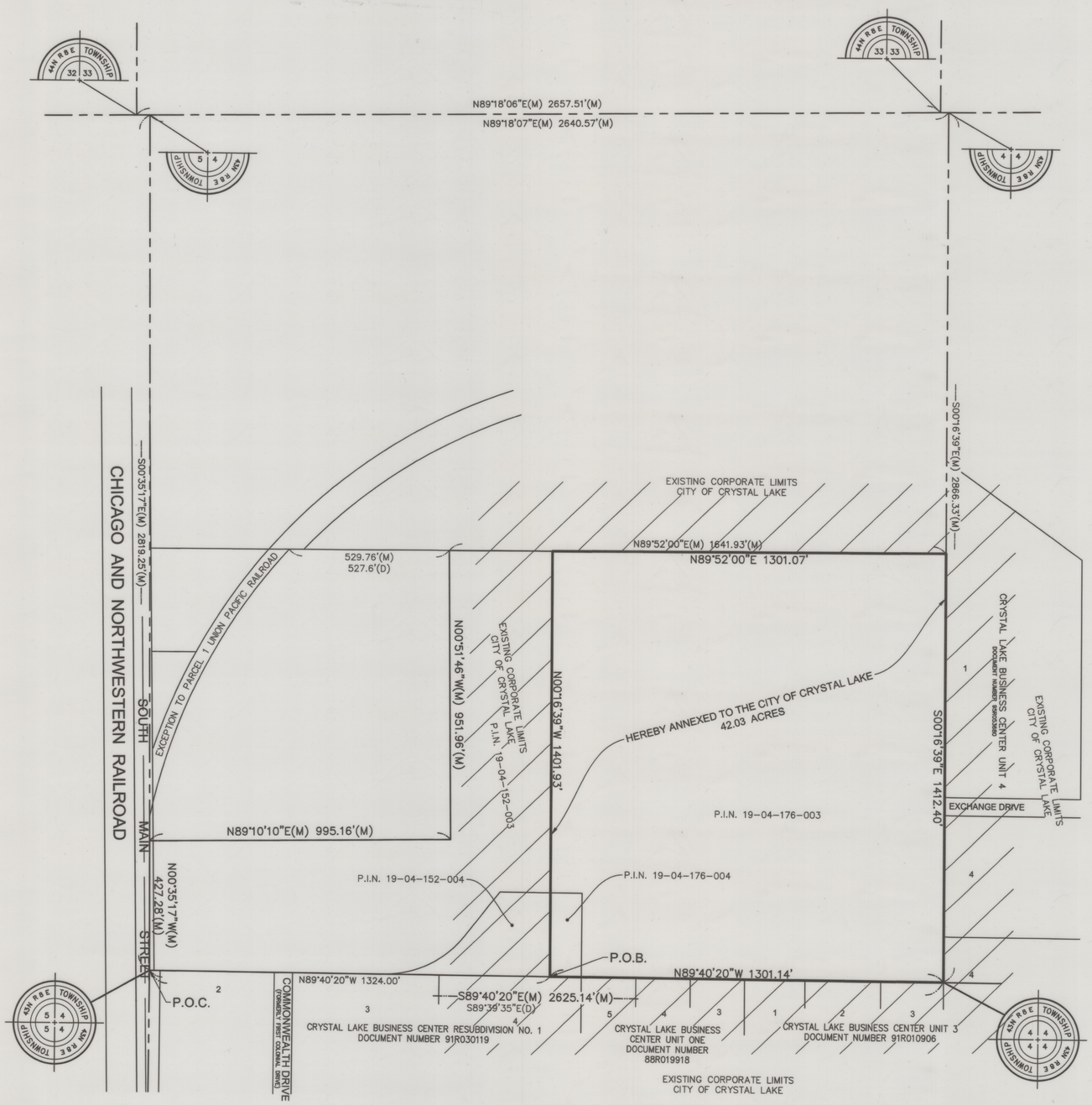
(IN FEET)
1 inch = 200 ft.

GRID NORTH

LEGAL DESCRIPTION OF LAND HEREBY ANNEXED TO THE CITY OF CRYSTAL LAKE

PART OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 89 DEGREES 40 MINUTES 20 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 1324.0 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 39 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER, 1401.93 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 00 SECONDS EAST, 1301.07 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 16 MINUTES 39 SECONDS EAST ALONG SAID EAST LINE, 1412.40 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 40 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 1301.14 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.



ABBREVIATIONS

(R) = RECORD BEARING OR DISTANCE
(M) = MEASURED BEARING OR DISTANCE
(D) = DEED BEARING OR DISTANCE
N = NORTH
S = SOUTH
E = EAST
W = WEST
A = ARC LENGTH
R = RADIUS
CH = CHORD
CB = CHORD BEARING

LINE LEGEND

LIMITS OF LAND PER LEGAL DESCRIPTION
ADJACENT LAND PARCEL LINE

= CORPORATE LIMITS OF THE CITY OF CRYSTAL LAKE

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF KANE)

I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THIS PLAT FOR THE PURPOSE OF ANNEXATION TO THE CITY OF CRYSTAL LAKE, ILLINOIS.

COMPASS SURVEYING LTD.
PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION NO. 184-002778
LICENSE EXPIRES 4/30/2023

GIVEN UNDER MY HAND AND SEAL THIS 20 DAY OF DECEMBER, A.D., 2021

SCOTT C. KREBS
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3509
LICENSE EXPIRES 11/20/22

PROFESSIONAL LAND SURVEYOR
SCOTT C. KREBS
35-3509
AURORA, ILLINOIS
STATE OF ILLINOIS

DATE: 08-25-21 | PC: CS | DRAWN BY: RHM | CHECKED BY: SK | BOOK: PG 25
NO. | REVISIONS | DATE | BY
NO. | PER CLIENT COMMENTS | 12-20-21 | SK

CLIENT: Kimley»Horn
© 2020 KIMLEY-HORN AND ASSOCIATES, INC.
767 CORPORATE BLVD., SUITE 600,
WARRENVILLE, IL 60555
PHONE: 630-487-5550
WWW.KIMLEY-HORN.COM

PROJECT: DHC9 - Crystal Lake
S. Main St & Congress Pkwy

COMPASS SURVEYING LTD
ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING
2631 GINGER WOODS PARKWAY, STE. 100
AURORA, ILLINOIS 60502
PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM

SCALE: 1" = 200'

1 OF 1

PROJ. NO.: 21.0205-01

J:\PSDATA\2021 PROJECTS\21.0205\21.0205-01 ANNEXATION\21.0205-01 POANNEX.DWG

AMENDMENT TO ANNEXATION AGREEMENT RELATED TO THE PROPERTY LOCATED AT 275 S. MAIN STREET

DATED: April __, 2026

Draft

Prepared by:

David F. Pardys
Swanson, Martin & Bell, LLP
1860 Winchester, Suite 201
Libertyville, Illinois 60048
(847) 949-0025

After Recording, Return to:
Eric Helm
City Manager
100 W. Woodstock Street
Crystal Lake, Illinois 60014
(815) 459-2020

PERMANENT INDEX NO:

PROPERTY
ADDRESS:
275 S. Main Street
Crystal Lake, IL 60014

CITY OF CRYSTAL LAKE
AMENDMENT TO THE ANNEXATION AGREEMENT RELATING TO THE
PROPERTY LOCATED AT 275 S. MAIN STREET

THIS AMENDMENT (this "Amendment") made as of this ____ day of April, 2026 by and between the CITY OF CRYSTAL LAKE, an Illinois home rule municipal corporation (the "City"), by and through the Mayor and City Council of the City of Crystal Lake (the "Corporate Authorities"), MAIN STREET CROSSING DEVELOPMENT, LLC, an Illinois limited liability company, and CURRAN GROUP, INC., an Illinois corporation (collectively, the "Owner"), and PULTE HOME COMPANY, LLC, a Michigan limited liability company (referred to as the "Developer" or a "Successor Owner"). Hereinafter, the City, the Owner and Developer may sometimes be individually referred to as a "Party", or collectively as the "Parties".

W I T N E S S E T H :

WHEREAS, the real estate located generally at 275 S. Main Street, Crystal Lake, Illinois, legally described in **Exhibit A** attached hereto (the "Subject Property"), consists of approximately 58.344 acres;

WHEREAS, the westernmost portion of the Subject Property has long been located within the corporate limits of the City and the easternmost 42.03 acres of the Subject Property (the "Newly Annexed Property") was annexed to the City in 2021, resulting in the entirety of the Subject Property being situated within the City's corporate limits;

WHEREAS, in connection with the annexation of the Newly Annexed Property, the then owner of the Subject Property, Curran Group, Inc., together with Seefried Industrial Properties as developer, entered into that certain Annexation Agreement with the City dated December 21, 2021, and recorded with the McHenry County Recorder of Deeds on December 28, 2021 as Document No. 2021R00068518 (hereinafter, the "Annexation Agreement");

WHEREAS, the Annexation Agreement provided for the rezoning of the entirety of the Subject Property to the M—Manufacturing Planned Unit Development ("PUD") zoning classification;

WHEREAS, in accordance with the Annexation Agreement, the Newly Annexed Property was annexed to the City pursuant to Ordinance 7767 and the entirety of the Subject Property was rezoned to the M—Manufacturing PUD zoning classification;

WHEREAS, the Subject Property is currently owned by the Owner;

WHEREAS, the Developer is the contract purchaser of the Subject Property and intends to acquire title to and develop the Subject Property

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WHEREAS, pursuant to the petition filed by Developer, the Mayor and City Council adopted Ordinance 8184 on January 20, 2026, a true and correct copy of which is attached hereto as **Exhibit B** (the "January 20, 2026 Ordinance"). The January 20, 2026, Ordinance approved:

1) An amendment to the Comprehensive Land Use Plan, from Industry to Urban Residential;
2) Rezoning of the Subject Property from M—Manufacturing Planned Unit Development to R-2 Single Family Planned Unit Development;
3) A Preliminary Plat of Subdivision for the Subject Property; and
4) A Preliminary Planned Unit Development for a 175-unit single family residential subdivision with variations, as more specifically set forth in the January 20, 2026 Ordinance;

WHEREAS, Developer has requested that the Annexation Agreement be amended to provide for consistency with the January 20, 2026 Ordinance and to modify certain other requirements and/or restrictions in the Annexation Agreement; and

WHEREAS, pursuant to the provisions of Section 11-15.1-1 et seq. of the Illinois Municipal Code, a proposed amendment to the Annexation Agreement, in substance and form substantially the same as this document, was submitted to the Corporate Authorities and, pursuant to notice published in the Northwest Herald on March 21, 2026 as provided by statute (a certificate of such publication being presented to the Corporate Authorities), a public hearing on this proposed Amendment was held by the Corporate Authorities on April 7, 2026.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into and made a part of this Amendment, and the mutual covenants and agreements set forth below, and pursuant to Section 11-15.1-1 et seq. of the Illinois Municipal Code, the Parties hereby agree as follows:

Section I. Amendment of Section 2 of the Annexation Agreement - Land Use.

Section 2 of the Annexation Agreement shall be replaced, in its entirety, with the following:

Section 2. Land Use. Following execution of this Amendment and submission of the Final Plat of Subdivision and Final Planned Unit Development, including the final versions of the plans referenced in Section 3(A) below (the "Final Plans"), the City shall review the Final Plans and, provided that the Final Plans are in substantial conformance with the Approved Preliminary Plans (as defined below) and the conditions set forth in the January 26, 2026 Ordinance the City shall approve, and shall not unreasonably withhold or delay approval of, the Final Plat of Subdivision and Final Planned Unit Development (the "Final Approved Plans") and

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shall adopt a valid and binding ordinance approving the same for the development of a 175-unit residential subdivision consistent with the Approved Preliminary Plans and the conditions set forth in the January 26, 2026 Ordinance and the Final Approved Plans (the "Approval Ordinance").

Section II. Amendment of Section 3 of the Annexation Agreement - Development of Subject Property.

Section 3 of the Annexation Agreement shall be replaced, in its entirety, with the following:

Section 3. Development of Subject Property

A. General Restrictions and Requirements: Departures. The Subject Property shall be developed pursuant to and in substantial conformance with the following plans and documents (collectively, the "Approved Preliminary Plans"):

1. Application (Pulte, dated 08/28/25, received 11/19/25)
2. Narrative (Pulte, dated 1/13/26, received 1/13/26)
3. Preliminary Plat of Subdivision (Cemcon, Ltd., dated 10/15/25, received 11/19/25)
4. Preliminary Site Plan (Cemcon, Ltd, dated 1/12/26, received 1/13/26)
5. Preliminary Landscape Plan (Dickson Design Studio, dated 10/16/25, received 11/19/25)
6. Preliminary Stormwater Management Report (Cemcon, Ltd, dated 10/17/2025, received 11/19/25)
7. Preliminary Elevations (Pulte Homes, dated 1/12/26, received 1/13/26)
8. Preliminary Engineering Plans (Cemcon, Ltd, dated 10/15/25, received 11/19/25)
9. Traffic Study (GHA, dated 08/15/25, received 09/03/25)

And subject to such conditions set forth in the January 26, 2026, Ordinance unless modified by the City and/or incorporated into the Approved Final Plans. All other applicable provisions of the City's Municipal Code not otherwise inconsistent with the provisions of this Agreement,

10. All other Requirements of Law

For the avoidance of doubt, the Approved Preliminary Plans represent the granting by the Corporate Authorities of those departures and variations, if any, from the provisions of said Municipal Code as may be expressly granted herein or in the ordinances adopted hereunder, or as may be discerned from the Approved Preliminary Plans. In the event of a conflict or inconsistency between, among or within any of the Approved Preliminary Plans and the Approved Final Plans,

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the Approved Final Plans shall control, provided that the Approved Final Plans are in substantial conformance with the Approved Preliminary Plans and conditions set forth in the January 20, 2026 Ordinance. In the event of a conflict or inconsistency between the Approved Final Plans and any of the provisions of the City's Unified Development Ordinance ("UDO") or its building code ("BC"), departures or variations shall be deemed to have been granted from such conflicting or inconsistent provisions of the UDO or BC without the need for any further approvals or variations. The Approved Final Plans shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them.

B. Special Restrictions and Requirements. Notwithstanding any use or development right that may be applicable or available to the Subject Property pursuant to the UDO, the Subject Property shall be used and developed only pursuant to and in accordance with the Annexation Agreement, as amended.

Section III. Amendment of Section 4(C)(2) of the Annexation Agreement.

Section 4(C)(2) of the Annexation Agreement is hereby amended by deleting the following sentence:

"The Developer shall, in accordance with the schedule established pursuant to Subsections 4D, promptly file with the City Engineer an executed copy of each contract for work on the Public Improvements."

Section IV. Amendment of Section 4(C)(6) of the Annexation Agreement – Streets.

Section 4(C)(6) of the Annexation Agreement shall be replaced, in its entirety, with the following:

6. Streets and Sidewalks. All public streets and sidewalks required to be constructed to provide access to and within the Subject Property for pedestrian and general traffic shall be constructed and dedicated to the City in accordance with this Annexation Agreement, as amended, the Final Approved Plans and the Approval Ordinance. The final surface course of any such public street shall not be installed until a period of 12 months after installation of the base or until any construction permitted to utilize such street pursuant to this paragraph has ceased on any such street, whichever is later. No construction traffic shall be permitted to utilize any such street after installation of the final surface course of said street; provided, however, that if reasonably direct access to the construction site cannot be made available by any other route, then Developer shall be permitted to use said streets for construction traffic. Prior to commencing use of any such street for construction traffic after installation of the final surface course, the Developer shall post a maintenance bond or letter of credit with the City as provided in Section 8(B) below, conditioned

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upon the Developer's good and faithful performance of the obligations created by this Paragraph 4(C)(6).

Notwithstanding any use of the streets required to be constructed and dedicated to the City, no such street shall be deemed to be accepted by the City, and the City shall have no obligation or liability in respect thereof, unless and until said street shall have been completed, approved and accepted by the City in accordance with Subsections 4(D) and 4(G) below. The Owner acknowledges and agrees that the City shall not be obligated to accept any such street unless and until all construction traffic on said street has ceased and the street has been completed and, if necessary, restored and repaired as may be required by the City.

Section V. **Amendment of Section 4(D) of the Annexation Agreement – Schedule for Completion of the Public Improvements**.

The first sentence of Section 4(D) of the Annexation Agreement is hereby deleted and replaced with the following:

"The Developer may construct the Public Improvements and develop the Subject Property in phases (each, a "Phase"), and the phasing of Public Improvements shall be as set forth in the Approved Final Plans. Once the Developer or Successor Owner requests and procures the required Project Permits for any Phase of development, the Public Improvements required for such Phase shall be completed by the Developer and made ready for inspection and, where appropriate, approval and acceptance by the City, with reasonable diligence. Upon completion of the Public Improvements for a Phase, 6and provided that such Public Improvements have been constructed in accordance with this Annexation Agreement, as amended, the City shall inspect and approve and accept the Public Improvements serving such Phase."

Section VI. **Amendment of Section 4(E)(2) of the Annexation Agreement – Dedication and Acceptance of Specified Improvements**.

Section 4(E)(2) is hereby amended to refer to Exhibit C, attached to this Amendment rather than Exhibit "E")

Section VII. Amendment of Section 4(I) of the Annexation Agreement – Issuance of Permits and Certificates.

Section 4(I) of the Annexation Agreement shall be replaced, in its entirety, with the following:

I. Issuance of Permits and Certificates.

(1) The City agrees to issue, within a reasonable time after initial submission, review, and approval of building construction plans, and the payment of required building permit fees and all other applicable fees, all necessary building and other permits for the construction of any and

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all improvements on the Subject Property or issue a letter of denial within said period of time informing the Developer of the sections of the Code with which the application does not conform.

(2) The City agrees that construction access to the Subject Property shall be allowed from the existing City-owned public rights of way known as Main Street and Exchange Drive. The City shall also issue building permits for construction within the Subject Property prior to the completion of certain Public Improvements serving the applicable Phase, including water and sanitary sewer facilities, provided that the City's Building Commissioner determines that adequate emergency vehicular access exists and that the Developer has entered into such hold harmless and indemnification agreements as the City may reasonably require. For purposes of satisfying emergency vehicular access requirements, installation of the gravel road base intended to serve as the base for the approved right-of-way improvements shall be deemed sufficient by the City.

(3) The City shall have the right to withhold any building permit or certificate of occupancy at any time Successor Owner or Developer is in violation of, or is not in full compliance with, the terms of this Annexation Agreement, as amended, beyond any applicable notice and cure periods.

Section VIII. Amendment of Section 4(J) of the Annexation Agreement.

Section 4(J) of the Annexation Agreement shall be replaced, in its entirety, with the following:

J. Duty to Complete Improvements.

If the Developer fails to diligently pursue the construction and installation of the Public Improvements as required by Section 4 of the Annexation Agreement, the City may provide written notice of such failure and require the Developer to cure the same within sixty (60) days after receipt of such notice, subject to any applicable extension permitted under Subsection 4(D) and take such other action authorized under the terms of the Agreement Nothing herein shall authorize the City to require removal of partially completed buildings, structures or other improvements from the Subject Property solely by reason of such failure to pursue construction or installation of the Public Improvements.

Section IX. Amendment of Section 4(M) - Relocation/Undergrounding of Utility Lines.

Section 4(M) of the Annexation Agreement shall be replaced, in its entirety, with the following:

M. Intentionally Deleted.

Section X. Amendment of Section 7(A) - Payment of City Fees and Costs – General Requirements.

Section 7(A) of the Annexation Agreement shall be replaced, in its entirety, with the following:

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"A. General Requirements. In addition to any other costs, payments, fees, charges, contributions or dedications required by this Agreement, as amended, the Developer shall pay to the City, as and when due, all application, inspection and permit fees, development impact fees and all water and sewer connection fees. The standard City annexation fee of Thirty-One Thousand Five Hundred Dollars ($31,500) has been paid in full and the City acknowledges satisfaction of such obligation. The City agrees that the Developer shall not be required to install any oversized public water or sanitary sewer mains except as may be required to serve the Subject Property as set forth in the Approved Final Plans."

Section XI. Amendment of Section 8(G) of the Annexation Agreement–City Lien Rights.

Section 8(G) of the Annexation Agreement is hereby amended to provide that any lien rights granted to the City pursuant to this Section shall apply only to property interests then owned by the Developer or Successor Owner and shall not attach to any individual lot that has been conveyed by the Developer or Successor Owner to a bona fide purchaser for value following recordation of the Final Plat of Subdivision.

Section XII. Amendment of Section 9(B) of the Annexation Agreement - Indemnification.

Section 9(B) of the Annexation Agreement is hereby amended to provide that the indemnification obligations of the Developer and Successor Owner shall apply only to claims, damages, losses, or liabilities arising out of or resulting from the negligent acts or omissions of the Developer, Successor Owner, or their respective contractors, agents, or employees in connection with the development of the Subject Property, and shall not apply to the extent such claims, damages, losses, or liabilities result from the negligence or willful misconduct of the City or its officers, employees, or agents.

Section XIII. Amendment of Section 9(C) of the Annexation Agreement – Defense Expenses.

Section 9(C) of the Annexation Agreement is hereby amended to provide that the obligation of the Developer or Successor Owner to reimburse defense expenses shall apply only to the extent such claims arise from the negligent acts or omissions of the Developer, Successor Owner, or their respective contractors, agents, or employees, and such obligation shall continue until the acceptance of the applicable Public Improvements by the City and for a period of two (2) years thereafter.

Section XIV. Amendment of Section 10 of the Annexation Agreement- Nature, Survival and Transfer of Obligations.

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Section 10 of the Annexation Agreement shall be replaced, in its entirety, with the following:

Section 10. Nature, Survival and Transfer of Obligations.

(a) Upon conveyance of fee simple title to the Subject Property by the Owner to a Successor Owner, the Owner shall be released from all further obligations to the City under this Annexation Agreement, as amended, and, by accepting conveyance of the Subject Property from the Owner, the Successor Owner shall be deemed to have assumed all of the obligations, and shall have all of the benefits, of the Owner under this Annexation Agreement, as amended.

(b) Upon any subsequent conveyance of the fee simple title to the Subject Property by the Successor Owner to any third party (hereafter a "Grantee") all of the rights and obligations of the Successor Owner under this Annexation Agreement, as amended, shall be binding upon Grantee and upon any and all successor legal or beneficial owners of all or any portion of the Subject Property.

(c) The Successor Owner further agrees that all payment and conveyance obligations under this Annexation Agreement, as amended, together with interest and costs of collection, including legal fees and administrative expenses, may, if not satisfied as required by this Annexation Agreement, as amended, become an enforceable lien upon the Subject Property and the City shall have the right to collect such amount or value, with interest and costs, including legal fees and administrative expenses, and the right to enforce such lien in the same manner as in statutory mortgage foreclosure proceedings. Such lien shall be subordinate to any first mortgage now or hereafter placed upon the Subject Property; provided, however, that such subordination shall apply only to charges that have become due and payable prior to a sale or transfer of the Subject Property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the Subject Property from liability for any charges thereafter becoming due nor from the lien of any subsequent charge.

(d) To assure that the Successor Owner and all of its successors in interest have notice of this Annexation Agreement, as amended, and the obligations created by it:

1. The Owner shall deposit with the City Clerk, contemporaneously with the City's approval of this Amendment, any consents or other documents necessary to authorize the City to record this Amendment with the McHenry County Recorder of Deeds; and
2. The Owner shall notify the City in writing within five (5) business days after the date on which the Owner transfers fee simple title to all or any portion of the Subject Property to the Successor Owner;

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3. The Successor Owner or the Developer shall notify the City in writing within five (5) business days after the date on which the Successor Owner transfers fee simple title to all or any portion of the Subject Property to a Grantee; and

4. Prior to the transfer by the Developer of its interest as the developer to any other party (a "Successor Developer"), the Developer and the Successor Developer shall execute an enforceable written agreement, in substantially the form attached hereto as Exhibit "F," agreeing to be bound by the provisions of this Annexation Agreement, as amended, and if any Performance and Payment Letter of Credit or Guaranty Letter of Credit has then been deposited with the City the Successor Developer shall provide to the City, upon request, with substitute security reasonably acceptable to the City, whereupon the City shall release the security previously posted by the transferring Developer.

(e) The provisions in the immediately preceding Subsection (d)(1)–(5) shall not apply to any Grantee after all Public Improvements have been installed and accepted by the City pursuant to Subsection 4(G) of this Annexation Agreement, as amended, and shall remain solely the obligations of the Successor Owner under this Annexation Agreement, as amended. The City agrees that upon a successor becoming bound to the personal obligation created herein in the manner provided herein and providing the financial assurances if required herein, the personal liability of the Successor Owner shall be released to the extent of the transferee's assumption of such liability. The failure of a transferor (other than the Owner with respect to a conveyance to the Successor Owner) to comply with the requirements of this Section 10 shall result in Successor Owner remaining fully liable for all of Successor Owner's obligations under the Annexation Agreement, as amended, but shall not relieve the transferee of its liability for all such obligations as a successor to Owner.

Section XV. Amendment to Section 15 of Annexation Agreement – Notices

Section 15 of the Annexation Agreement shall be replaced, in its entirety, with the following:

Section 15. Notices. All notices and other communications in connection with this Annexation Agreement, as amended, shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address set forth below or (2) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth below, or (3) on the next business day following the placement

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of such notice into the hands of a nationally recognized overnight delivery company (such as FedEx or UPS) .

If to the City:	City of Crystal Lake 100 W. Woodstock Street Crystal Lake, Illinois 60014 Attention: City Manager
If to Pulte Home Company, LLC (Developer):	Pulte Home Company, LLC 1900 E. Golf Road, Suite 300 Schaumburg, Illinois 60173 Attn: Rob Getz Phone: (847) 230-5276 Email: Rob.Getz@Pultegroup.com
With a copy to:	PulteGroup, Inc. Legal Department 1900 E. Golf Road, Suite 300 Schaumburg, Illinois 60173 Attn: Kristina M. Dalman Phone: (847) 230-5411 Email: Tina.Dalman@Pultegroup.com
If to Main Street:	Main Street Crossing Development. LLC 24 Grant Street Crystal Lake, Illinois 60014 Attn: Robert C. Boncosky Email: rcboncosky@gmail.com
If to Curran:	Curran Group, Inc. 286 Memorial Court Crystal Lake, IL 60014 Attn: Greg Preves Email: gpreves@currangroup.com

By notice complying with the requirements of this Section 15, each Party shall have the right to change the addressee, the address of the addressee or both for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Section XVI. Effect of Amendment Except as amended herein, the Annexation Agreement shall remain in full force and effect. To the extent that a conflict exists between the terms of this Amendment and the Annexation Agreement, the terms and conditions of this Amendment shall control.

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Section XVII. Exhibits. The following Exhibits "A" through "C" attached hereto are incorporated herein and made a part hereof:

Exhibit A	Legal Description of the Subject Property
Exhibit B	January 20, 2026, Ordinance
Exhibit C	Schedule of Public Improvements to be Dedicated to City (Replaces Exhibit E of the Annexation Agreement)

[signature pages follow]

Draft

CITY OF CRYSTAL LAKE

ATTEST

_____

By: _____
Haig Haleblian, Mayor

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF MCHENRY)

The foregoing instrument was acknowledged before me on _____, 2026 by Haig Haleblian, the City Mayor of the CITY OF CRYSTAL LAKE an Illinois municipal corporation, and by _____ _____, the City Clerk of said municipal corporation.

_____
Signature of Notary

My Commission Expires:

Draft

MAIN STREET CROSSING DEVELOPMENT, LLC,
an Illinois limited liability company

By: _____
Its: _____
Date: _____

CURRAN GROUP, INC.,
an Illinois corporation

By: _____
Its: _____
Date: _____

PULTE HOME COMPANY, LLC, a Michigan limited liability company

By: _____
Its: _____
Date: _____

Draft

Agenda Item No: 18

City Council
Agenda Supplement

Meeting Date: April 7, 2026

Item: Pipeline Crossing Agreement for the Pulte Development at 275 S. Main Street

Staff Recommendation:

1. Motion to adopt a Resolution approving a Pipeline Crossing Agreement for the development at 275 S. Main Street between the City of Crystal Lake and the Union Pacific Railroad and authorizing the City Manager to execute the agreement between the City of Crystal Lake and Union Pacific Railroad.

2. Motion to adopt a Resolution approving an Indemnification Agreement for the development at 275 S. Main Street between the City of Crystal Lake and Pulte Group, and authorizing the City Manager to execute the agreement between the City Manager and Pulte Group.

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

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Background:

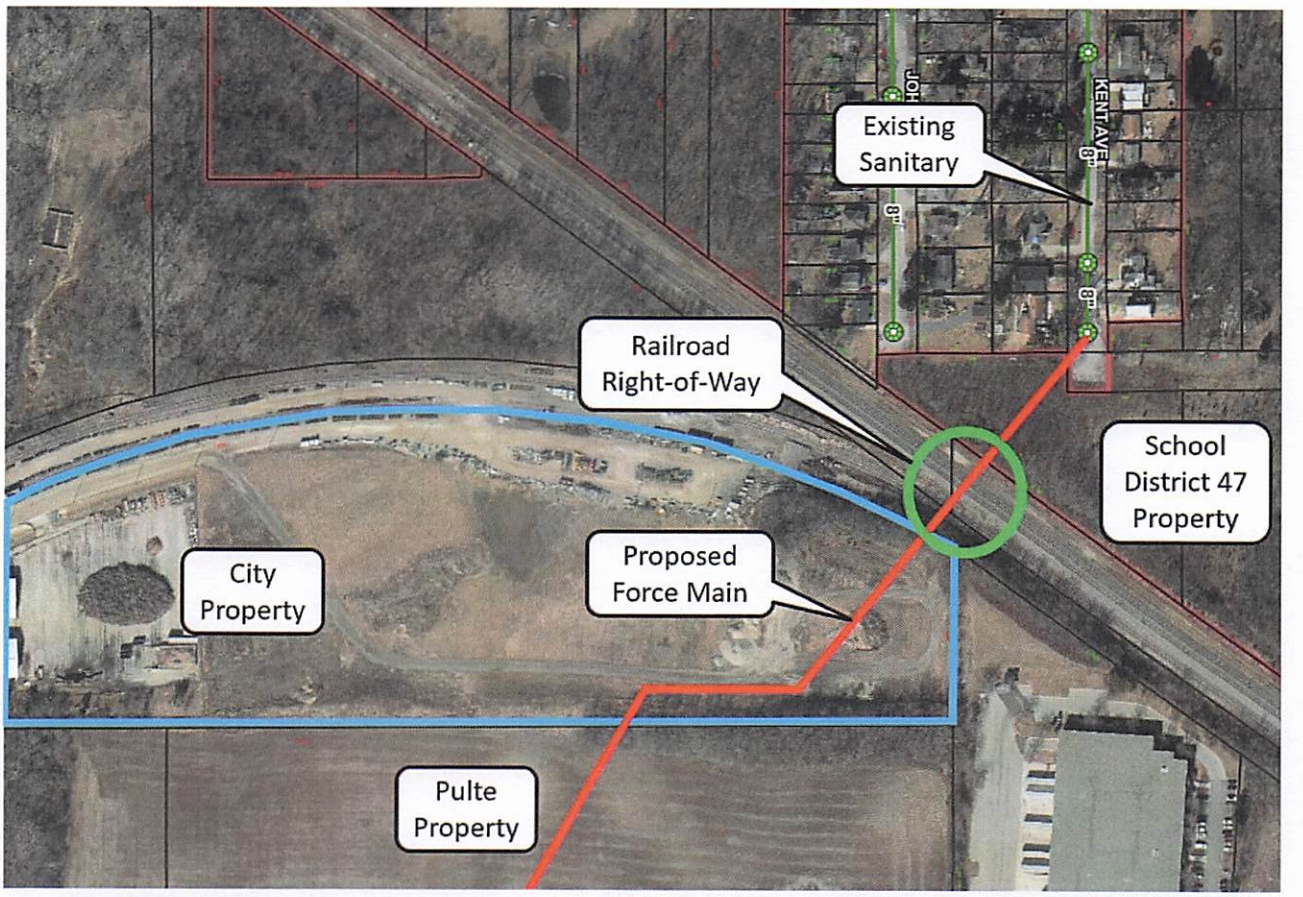
The Pulte Homes development at 275 S. Main Street is proposing a 178-unit single-family residential subdivision. As part of the improvement, a new public sanitary sewer force main will be directionally drilled under the Union Pacific Railroad tracks at the northeast corner of the property and just south of Kent Avenue.

The initial construction will be completed by the developer. Upon completion and inspection, the portion crossing underneath the Union Pacific Railroad tracks will become a public sanitary sewer force main and then become the responsibility of the City to maintain or repair in the future. A pipeline crossing agreement is required from the Union Pacific Railroad (UPRR) for the installation of the sanitary sewer force main within their right-of-way and underneath the railroad tracks. The UPRR requires the City to sign the pipeline crossing agreement. The crossing agreement with UPRR requires that the City indemnify the granting party from any loss which they incur arising out of the installation, maintenance and repair of the water line under their respective properties.

Because the City will not be constructing the sanitary sewer force main initially, the City is requiring that the developer execute an indemnification agreement which will require the developer to indemnify the City from any claims asserted by UPRR, arising out of the developer's actions in connection with the installation of the sanitary sewer force main and repair and maintenance of the

sanitary sewer force main during the two-year guarantee period following the City's acceptance of the sanitary sewer force main. The new sanitary sewer force main will be located within a casing pipe. For any future maintenance work, the City would pull the sanitary sewer force main out of the casing pipe to complete the repair. The tracks would not need to be disturbed in the future from this work.

A municipal utility easement will also be required from School District 47. The City is currently facilitating a conversation between School District 47 and Pulte.



Recommendation:

It is City staff's recommendation to approve the following for 275 S. Main Street, and to authorize the City Manager to execute said agreements:

- Pipeline Crossing Agreement with the UPRR
- Indemnification Agreement with the Developer of 275 S. Main Street, Pulte Group

Special counsel has reviewed and approved both agreements.

Votes Required to Pass:

Simple majority.

RESOLUTION

WHEREAS, on January 20, 2026 an ordinance was granted for preliminary planned unit development at 275 S. Main Street for a 175 single family residential development; and

WHEREAS, there is a need to construct a public sanitary sewer force main for the development; and

WHEREAS, the new sanitary sewer force main will be constructed upon property which is not owned by the City; and

WHEREAS, a Pipeline Crossing Agreement between the City and the Union Pacific Railroad ("UPRR") is required to grant the City the right to install and maintain its sanitary sewer force main upon the UPRR property.

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 and directed to sign, and the City Clerk is hereby authorized and directed to attest, on behalf of the City, a Pipeline Crossing Agreement between the City and UPRR; and

BE IT FURTHER RESOLVED that the City Manager or his designee is hereby authorized and directed to negotiate any additional terms and conditions or minor modifications to the Agreement as may be determined to be in the best interests of the City, provided that such terms, conditions, or modifications are substantially consistent with the purpose and intent of attached Agreement and this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

DATED this 7th day of April, 2026.

Draft

DATED this 7th day of April, 2026.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: April 7, 2026
APPROVED: April 7, 2026

Draft

RESOLUTION

WHEREAS, on January 20, 2026 an ordinance was granted for preliminary planned unit development at 275 S. Main Street for a 175 single family residential development; and

WHEREAS, there is a need to construct a public sanitary sewer force main for the development; and

WHEREAS, the new sanitary sewer force main will be constructed upon property which is not owned by the City; and

WHEREAS, the City and Pulte Group ("Developer") desire to enter into an Indemnification Agreement indemnifying the City with respect to the installation and initial maintenance when constructing the new sanitary sewer force main within the Union Pacific Railroad right-of-way.

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 and directed to sign, and the City Clerk is hereby authorized and directed to attest, on behalf of the City, an Indemnification Agreement between the City and the Developer; and

BE IT FURTHER RESOLVED that the City Manager or his designee is hereby authorized and directed to negotiate any additional terms and conditions or minor modifications to the Agreement as may be determined to be in the best interests of the City, provided that such terms, conditions, or modifications are substantially consistent with the purpose and intent of attached Agreement and this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.

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CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: April 7, 2026
APPROVED: April 7, 2026

Draft

INDEMNIFICATION AGREEMENT RELATING TO THE DEVELOPMENT OF PROPERTY LOCATED AT 275 S. MAIN STREET

THIS AGREEMENT, made as of this 7th day of April, 2026 by and between the CITY OF CRYSTAL LAKE, an Illinois home rule municipal corporation, by and through the Mayor and City Council of the City of Crystal Lake (the "City") and PULTE HOME COMPANY LLC, a Michigan limited liability company (the "Developer").

WHEREAS, the City will assist the Developer with and, if necessary, jointly applying for agreements necessary for installing, operating, maintaining, servicing, repairing and replacing utility facilities servicing the Property; and

WHEREAS, the Developer has requested that the City execute a "Pipeline Crossing Agreement" with Union Pacific Railroad Company ("UP") to allow for the installation of an underground force main conveying public sanitary (the "Pipeline") across UP's property (the "Crossing Agreement"). A true and correct copy of the form of Crossing Agreement is attached hereto, as Exhibit A; and

WHEREAS, the Crossing Agreement requires that the City pay $23,530.00 for the rights granted therein and further obligates the City to pay and/or reimburse UP for certain expenses incurred by UP in connection with the installation of the Pipeline; to obtain and maintain certain insurance coverages and to defend, indemnify and hold harmless the Licensor (as defined in the Crossing Agreement) against any claim arising out of any loss, as more fully set forth in the Crossing Agreement.

NOW THEREFORE, in consideration of the City's agreement to execute the Crossing Agreement, the Developer agrees as follows:

1) The foregoing recitals are repeated and incorporated as though fully set forth herein.
2) The Developer agrees that it will construct the Pipeline in accordance with all of the terms and conditions of the Crossing Agreement.

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3) To the extent that the City is required to pay or reimburse UP for any costs, expenses or liabilities in connection with the installation of the Pipeline pursuant to the Crossing Agreement, the Developer shall reimburse the City for all such costs, expenses or liabilities to the extent attributable to the Developer's installation of the Pipeline. The Developer shall defend, indemnify and hold harmless the City and its elected and appointed officials, employees and agents from and against any and all claims, demands, causes of action, damages, losses, liabilities and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from the acts or omissions of the Developer or its contractors, subcontractors, agents or employees in connection with the installation of the Pipeline, except to the extent caused by the negligence or willful misconduct of the City or its employees, agents or contractors. Nothing herein shall require the Developer to indemnify the City for liabilities arising solely from the independent acts or omissions of the City or Union Pacific Railroad Company. To the extent that the City accepts the Pipeline, from and after the acceptance date, the obligations set forth in this paragraph three (3) shall extend solely to maintenance or repair work performed by the Developer and/or its contractors, agents, employees and subcontractors during the twenty-four (24) month period following the acceptance date that the Developer is required to guarantee that the Pipeline remains in good condition and repair following acceptance of the Pipeline by the City. The Developer shall have the right to assume the defense of any claim subject to indemnification hereunder with counsel reasonably acceptable to the City.

4) To the extent that the City incurs any expense and/or liability in connection with the Hold Harmless provisions set forth in Section 10 of Exhibit B of the Crossing Agreement, the Developer shall defend, indemnify and hold harmless the City and its elected and appointed officials, employees and agents from and against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from the acts or omissions of the Developer or its contractors, subcontractors, agents or employees in connection with the Pipeline prior to the date the City accepts the

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Pipeline, or during the twenty-four (24) month warranty period described in Paragraph 3 above, except to the extent caused by the negligence or willful misconduct of the City or its employees, agents or contractors. Nothing herein shall require the Developer to indemnify the City for liabilities arising solely from the independent acts or omissions of the City or Union Pacific Railroad Company. The obligations set forth in this paragraph four (4) shall survive the expiration of this Agreement solely with respect to indemnification obligations arising from acts or omissions occurring prior to such expiration. . It required by Union Pacific Railroad Company as a condition of approval of the Pipeline Crossing Agreement, Developer shall execute an indemnification agreement with UP consistent with the provisions of Exhibit B of the Pipeline Crossing Agreement.

5) City agrees to provide Developer with emailed and mailed copies of any notices City receives under the terms of the Crossing Agreement within two (2) business days following receipt. Developer shall reasonably cooperate in the provision of notices by the City under the Crossing Agreement, and City agrees to provide Developer any notices it intends to send under the Crossing Agreement not less than five (5) business days prior to delivery of the notice.
6) The City shall reasonably cooperate with Developer in the staging of work, lane or road closures, and change orders necessitated by conditions encountered in the field and during work.
7) Nothing in this Agreement alters or amends the terms of the Improvement Agreement entered into by and between the City and Developer, but this Agreement shall supplement the terms of the Improvement Agreement solely as to those terms of this Agreement and the work under the Crossing Agreement.

Draft

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed or have caused this instrument to be executed by their proper officers duly authorized to execute same.

ATTEST:

CITY OF CRYSTAL LAKE

By:_____
City Manager

City Clerk

PULTE HOME COMPANY LLC, a Michigan limited liability company

By:_____

Draft

EXHIBIT A

CROSSING AGREEMENT

See attached

Draft

February 1, 2026
Project: 0803418

CITY OF CRYSTAL LAKE

Re: Proposed Two (2) New Underground 6-inch PVC Pipelines Encased In 24-inch Steel Pipe, Of Which One (1) Will Convey Sanitary Discharge Flows At The Time Of Installation While The Second Carrier Pipe Will Remain Empty Pipeline Crossing of Railroad Property at Mile Post 42.18 on the Harvard Subdivision at or near Crystal Lake, Mchenry County, Illinois.

Attached is an original of the agreement covering your use of the Railroad Company's right of way. **Review and return the partially executed agreement via email.**

Payment, **with Project No. 0803418 referenced,** in the amount of **Twenty-Three Thousand Five Hundred Thirty Dollars ($23,530.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Service's new policy regarding their Form 1099, I certify that 946001323 is this Corporation's correct Federal Taxpayer Identification Number.

Send Electronic Payments to:
Name: Bank of America, Dallas, TX
Union Pacific Account = 3752021457
- ACH Routing Number = 1110-0001-2
- Wire Routing Number = 026009593

Mail Checks to:
Union Pacific Railroad Company
P.O. Box 7412567
Chicago, IL 60674-2568
- **CHECKS ONLY – NO AGREEMENTS**

UP does not currently offer a credit card option for these payments.

Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed document within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

After final approval and processing, the fully-executed agreement will be returned to you via email with instructions for coordinating your work. In no event should you begin work until you have received your counterpart of the fully-executed agreement.

If you have any questions, please contact me at ejlewis@up.com.

Sincerely,

Erica J Lewis
Sr Analyst Real Estate - Contracts

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PIPELINE CROSSING AGREEMENT

Mile Post: 42.18, Harvard Subdivision
Location: Crystal Lake, Mchenry County, Illinois

THIS AGREEMENT ("Agreement") is made and entered into as of February 1, 2026, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF CRYSTAL LAKE**, a Illinois Municipal Corporation to be addressed at 100 W. Woodstock St., Crystal Lake, Illinois 60014 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. **LICENSOR GRANTS RIGHT.**

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate two (2) new underground 6-inch PVC pipelines encased in 24-inch steel pipe, of which one (1) will convey sanitary discharge flows at the time of installation while the second carrier pipe will remain empty only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Crystal Lake, Mchenry County, State of Illinois ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated January 26, 2026, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for two (2) new underground 6-inch PVC pipelines encased in 24-inch steel pipe, of which one (1) will convey sanitary discharge flows at the time of installation while the second carrier pipe will remain empty, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. **LICENSE FEE.**

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of Twenty Three Thousand Five Hundred Thirty Dollars **($23,530.00)**.

Article 3. **TERM.**

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

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Article 4. **LICENSEE'S COMPLIANCE WITH GENERAL TERMS.**

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. **INSURANCE.**

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. **DEFINITION OF LICENSEE.**

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. **ATTORNEYS' FEES, EXPENSES, AND COSTS.**

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. **WAIVER OF BREACH.**

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. **ASSIGNMENT.**

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B.**

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

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Article 10. **SEVERABILITY.**

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. **NOTICES.**

Except Licensee's commencement of work notice(s) required under **Exhibit B,** all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Project No. 0803418)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF CRYSTAL LAKE
100 W. Woodstock St.
Crystal Lake, Illinois 60014

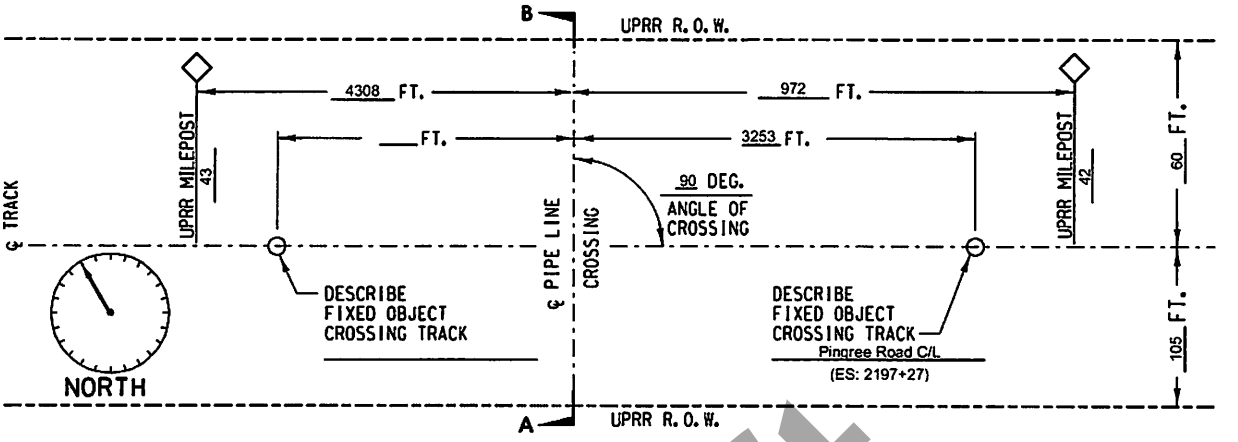
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY	**CITY OF CRYSTAL LAKE**
By: _____	By: _____
Erica J Lewis	Name Printed: _____
Sr Analyst Real Estate - Contracts	Title: _____

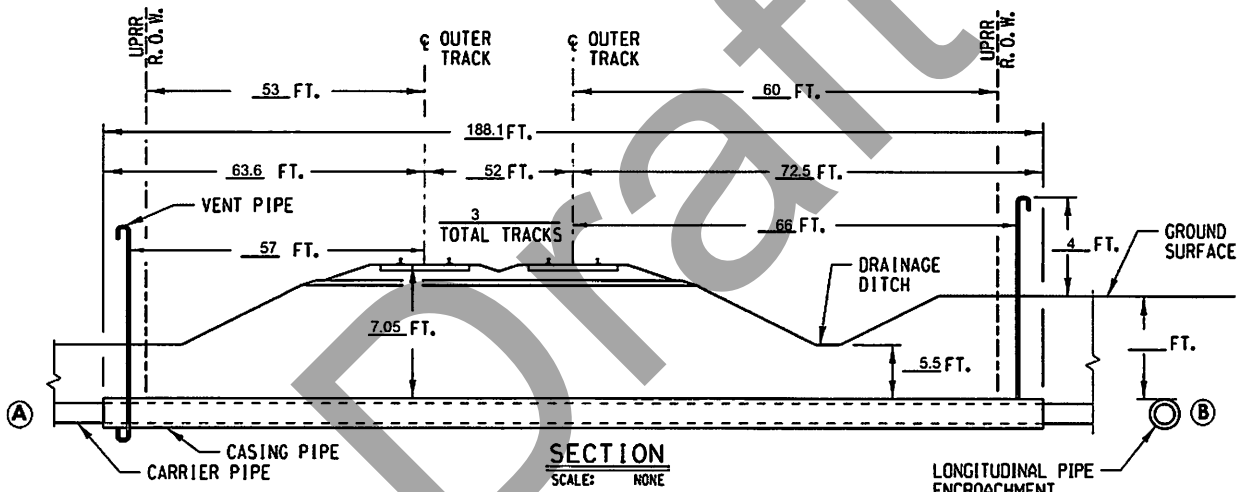
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NON-FLAMMABLE LIQUID PIPELINE

☑ CROSSING
☐ ENCROACHMENT
☐ BOTH



PLAN
SCALE: NONE



SECTION
SCALE: NONE

NOTES: *Of the (2) 6" PVC carrier pipes to be installed, only (1) 6" PVC is to convey sanitary discharge flows at the time of installation while the 2nd carrier will remain empty.*
1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
2) REFER TO AREMA VOLUME 1. CHAPTER 1. PART 5. SECTION 5.1

A) METHOD OF INSTALLATION BORED AND JACKED
B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT ____.
C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
D) CARRIER MATERIAL PVC. IF RCP, CLASS V? NA.
COMMODITY TO BE CONVEYED SANITARY DISCHARGE.
OPERATIONAL PRESSURE 100 PSI. MAOP 100 PSI.
WALL THICKNESS (INCH)/ SCHEDULE C900/CLASS 150; DIAMETER (2) 6" IN.
CATHODIC/COATING PROTECTION NO
E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA.
TOTAL LENGTH CASING PIPE: 188.1 FT.
WALL THICKNESS 0.375 IN. DIAMETER 24 IN.
CATHODIC/COATING PROTECTION YES
CASING PIPE IS SEALED AT THE ENDS.
F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES 63.6 AND 72.5.

UNION PACIFIC **BUILDING AMERICA®**

EXHIBIT "A"

SUBDIVISION: Harvard Sub.	
TRACK TYPE: MAINLINE	
M.P.: 42.18	LAT.: 42.238401
E.S.M.: 2229+80	LONG.: -88.306147
NEAREST CITY: CRYSTAL LAKE	COUNTY: MCHENRY / STATE: IL
APPLICANT: PULTE HOME COMPANY, LLC	
FILE NO.: 0803418	DATE: 1/26/2026

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EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written

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authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

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Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

Union Pacific Current Safety Requirements

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

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Section 7. **LICENSEE'S PAYMENT OF EXPENSES.**

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. **MODIFICATIONS TO LICENSEE'S FACILITIES.**

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. **RESTORATION OF RAILROAD PROPERTY.**

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost

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and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.

2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.

3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;

2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;

4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;

5. Right(s) or interest(s) granted pursuant to this Agreement;

6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;

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7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and

8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at this link for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been

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restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

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EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance**. Commercial general liability (CGL) with a limit of not less than $2,000,000 each occurrence and an aggregate limit of not less than $4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance**. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less $2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance**. Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance**. Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least $2,000,000 per loss, with an annual aggregate of at least $4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage

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will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance**. Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance**. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

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Agenda Item No: 19

City Council
Agenda Supplement

Meeting Date: April 7, 2026

Item: Ordinance amending Chapter 158 of the City Code to allow proposed changes to the consumption of alcoholic beverages on public property.

Recommendation: Motion to adopt an Ordinance amending Chapter 158 of the City Code to allow proposed changes to the consumption of alcoholic beverages on public property.

Staff Contact: Kathryn Cowlin, Director of Community Development
Melanie Gray, Assistant to the City Manager

Background:
The City's DORA program was approved in 2021 and has been successful over the past several years.

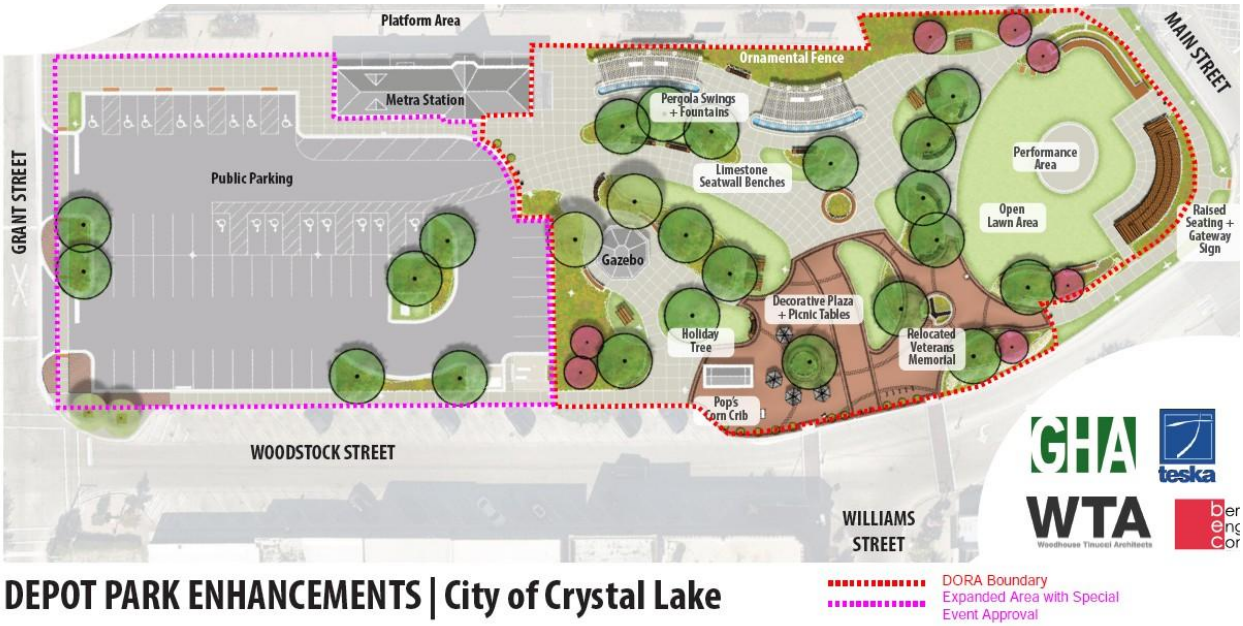
With completion of the Depot Park Improvement Project this spring/summer, the City has received several special event and temporary liquor license requests from organizations and businesses wishing to utilize the park. In light of this, a change to DORA operations is needed to help control the sale and/or consumption at DORA locations. The proposed amendments would do the following:

1) Clarify that participation in the City's DORA program is annual process. This ensures the required information is up to date each year, including liquor licensing insurance and hold harmless documents.

2) Remove the North Main Street DORA area from the program. This triangular area, located east of Main Street and south of 101 N. Main Street adjacent to the railroad tracks, has not been used in several years.

3) Clearly outline the DORA boundaries for Depot Park now that construction is complete.

4) Add the public parking area east of Grant Street and west of Depot Park, but **only in accordance with a special event permit and/or temporary liquor license** issued by the City Council pursuant to Chapters 129 and 453 of this Code.



5) Clarify that if a special event (with or without a temporary liquor license) is approved in a DORA location, the DORA is **not in effect** during the event. This will aid event organizers in controlling the sale and/or consumption of alcohol during events.

   Information regarding changes will be provided to downtown businesses in the 2026 DORA Application Packet.

DORA Program regulations are as follows.

DORA Regulations: Section 158-5 of the City Code establishes the two Designated Outdoor Refreshment Areas (DORAs) located at the Brink Street Market and Depot Park. DORAs allow for public consumption of open containers of alcohol by individuals 21 years of age and older from May 1 through October 31 of each year, upon public streets, sidewalks, and other public places owned, controlled, or operated by the City and located within the DORA. The alcohol must be purchased from a participating bar/restaurant located within the Downtown District, served in a to-go container which complies with the Illinois Liquor Control Act, and wristbands distributed by the bar/restaurant must be worn by customers choosing to drink alcohol within the DORA. It should be noted that consumption outside of the designated DORA locations is prohibited and only alcohol purchased from a business that has registered to participate in the DORA program may be consumed within a DORA.

The following businesses participated in the 2025-26 DORA Program:

Aroma Coffee and Wine House	77 E. Woodstock Street
Benedict's La Strata	40 N. Williams Street

Cafe Olympic	90 N. Williams Street
Cantina 52	52 Brink Street
Crystal Lake Junction	88 Railroad Street
Jude's Cocktails & Nosh	19 N. Williams Street
Las Cumbres	93 Grant Street
The Cottage Pub	6 E. Crystal Lake Avenue

In order for a business to participate in the DORA Program, a downtown bar/restaurant with a retail liquor license must register annually with the City and agree with the following conditions:

- Submit a written application to the City to register for the DORA program, which application shall be in the form prescribed by the City;
- Hold a current, valid City of Crystal Lake liquor license that authorizes retail sales of alcoholic beverages for on-premises consumption at the registered business premises;
- Execute a DORA program participation agreement in a form prescribed by the City, which shall, at a minimum, provide that the registered business agrees to the following:
    - Obtain City-issued DORA wristbands.
    - Distribute the City-issued DORA wristbands without charge to individuals 21 years of age and older who wish to purchase alcoholic beverages from the registered business for purpose of consuming such alcoholic beverages within a designated DORA location, but only after the purchaser's age is verified by an employee of the registered business who is qualified to sell, serve, and dispense alcoholic beverages in accordance with Chapter 329 of this Code.
    - Only sell and/or serve alcoholic liquor for consumption in DORA locations to persons 21 years of age or older who are wearing a City-issued DORA wristband and only in the original package or in such containers which have been sealed and/or labeled in a manner which is in compliance with the requirements of the Illinois Liquor Control Act.
    - At all times while participating in the DORA program, maintain all insurance required for liquor licenses under Chapter 329 of this Code and name the City as an additional insured on the registered business's dram shop liability and general commercial liability insurance policies.
    - Indemnify and hold harmless the City for all claims or damages relating to the registered business's participation in the DORA program.
    - Strictly comply with this chapter, all DORA program rules and regulations established by the City and all other applicable local, state, and federal statutes, ordinances, regulations, and permit requirements, including all requirements and conditions of the registered business's state liquor license.

Votes Required to Pass:

Simple majority vote.

AN ORDINANCE AMENDING SECTION 158 OF THE CITY CODE RELATING TO THE SALE OF ALCOHOLIC LIQUORS FOR CONSUMPTION WITHIN DESIGNATED OUTDOOR REFESHMENT AREAS

WHEREAS, on May 4th, 2021, the Mayor and City Council adopted Ordinance 7708 which adopted a new Section 158-5 of the Code of Ordinances of the City of Crystal Lake (the "City Code") in order to allow for the consumption or possession of alcoholic liquor, including beer and wine, in a designated outdoor refreshment area ("DORA"); and

WHEREAS, the purpose of the DORA ordinance was to designate certain outdoor areas within downtown Crystal Lake for patrons of Crystal Lake dining and drinking establishments to gather, in a safe manner in order to consume food and alcoholic beverages sold by such establishments; and

WHEREAS, Sections 158-5(A) of the City Code designated certain DORA boundaries including Section 158(A)(3) which established a DORA boundary at the intersection of North Main Street and Short Street (the "North Main Street DORA"); and

WHEREAS, the North Main Street DORA area has been underutilized; and

WHEREAS the City will be constructing certain improvements to Depot Park to include expanded landscaping, seating areas, a band shell and other amenities to encourage public gatherings and entertainment for residents of the City visitors; and

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WHEREAS, the Mayor and City Council have found and determined that it would be in the best interests of the City and its residents to amend Section 158-5 of the City Code to remove the North Main Street DORA and to require the annual registration of establishments intending to participate in the DORA program.

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

SECTION I: Recitals. The foregoing recitals are hereby incorporated as though fully restated herein.

SECTION II: Amendment to Section 158-5 Chapter 158-5 of the City Code is hereby amended as follows:

[Deletions are denoted by strikethroughs and additions are denoted by underling and bolding]

§ 158-5 Designated Outdoor Refreshment Areas ("DORA")

A. Designation of DORA Areas During the period of May 1 through October 31 of each year, open containers of alcohol and public consumption of alcohol by individuals 21 years of age and older shall be permitted upon public streets, sidewalks and other public places owned, controlled or operated by the City which are identified as Designated Outdoor Refreshment Areas ("DORA"). The DORA boundaries designated herein are generally described as follows:

1. The area and public right of way generally comprised of the Brink Street Market development at 30-40 Brink Street, as more specifically designated by the City of Crystal Lake by appropriate signage.

2. Such areas of Depot Park, located north of Woodstock Street, west of Main Street, south of the UP Railroad ~~tracks and east of the train depot egress road~~ **and the adjacent platforms and east of the commuter parking lot,** as may be designated by the City of Crystal Lake by appropriate signage.

3. The public parking area east of Grant Street and west of Depot Park, but only in accordance with a special event permit issued by the City Council pursuant to Chapter 453 of this Code.

~~**3.** The public right-of-way area generally located at the intersection of North Main Street and Short Street, south of 101 N. Main Street, and north of the UP Railroad tracks, as more specifically designated by the City of Crystal Lake by appropriate. signage.~~

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4. Such other areas as may be designated by the City Council by ordinance duly adopted.

B. Businesses located within the Downtown District, the definition of and the boundaries of which are more fully described in Section A-1300 Downtown District of the City's Unified Development Ordinance, holding a current liquor license allowing for the sale and alcoholic liquors for on-premises consumption and which are registered with the City in accordance with this paragraph, (each a "Registered Business") may sell alcoholic beverages permitted by such liquor license to patrons for consumption within a designated DORA location. In order to register, a business must:(i) Submit a written application to the City to register for the DORA program **annually**, which application shall be in the form prescribed by the City; (ii) Hold a current, valid City of Crystal Lake liquor license that authorizes retail sales of alcoholic beverages for on-premises consumption at the Registered Business premises; and (iii) Execute a DORA program participation agreement **annually** in a form prescribed by the City, which shall, at a minimum, provide that the Registered Business agrees to:

1. Obtain City-issued DORA wristbands.
2. Distribute the City-issued DORA wristbands without charge to individuals 21 years of age and older who wish to purchase alcoholic beverages from the Registered Business for the purpose of consuming such alcoholic beverages within a designated DORA location, but only after the purchaser's age is verified by an employee of the Registered Business who is qualified to sell, serve, and dispense alcoholic beverages in accordance with Chapter 329 of this Code.
3. Only sell and/or serve alcoholic liquor for consumption in DORA locations to persons 21 years of age or older who are wearing a City issued DORA wristband and only in the original package or in such containers which have been sealed and/or labeled in a manner which is in compliance with the requirements of the Illinois Liquor Control Act.
4. At all times while participating in the DORA program, maintain all insurance required for liquor licenses under Chapter 329 of this Code and name the City as an additional insured on the Registered Business's dram shop liability and general commercial liability insurance policies.
5. Indemnify and hold harmless the City for all claims or damages relating to the Registered Business's participation in the DORA program;
6. Strictly comply with this chapter, all DORA program rules and regulations established by the City and all other applicable local, State, and federal statutes, ordinances, regulations, and permit requirements, including all requirements and conditions of the registered business's State liquor license.

C. Businesses or organizations holding a Class 16, 19 or 30 temporary liquor license for the sale and on-premises consumption of alcoholic liquor at a special event for which a special event permit has been issued by the City within a DORA location, may sell alcoholic beverages permitted by such temporary liquor license. All such sales and on-premises consumption must be in accordance with the conditions set forth in the temporary liquor license and any applicable special event permit.

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D. **At all times during a special event for which a special event permit has been issued to take place within a DORA, only those liquor license holders specifically authorized to sell alcoholic beverages at such special event may engage in such sales within the DORA during the special event. No other alcoholic beverages may be brought into or consumed within the DORA during such special event, including but not limited to alcoholic beverages sold by a Registered Business**.

E. ~~C~~. Public possession of open containers and consumption of alcoholic beverages within DORA shall be limited to individuals wearing a City-issued DORA wristband, provided that such beverages were purchased from a Registered Business Premises. Open containers of alcohol may not be carried into or out of the DORA boundaries.

F. ~~D.~~ No DORA shall be available for possession of open containers of alcoholic beverages or for the consumption of alcoholic beverages past 11:00 p.m. each evening and shall remain closed for such purposes until such time on the following day that authorized sales of alcoholic liquor may begin pursuant to liquor licenses held by any Registered Business.

G. Notwithstanding any other provision of this Section 158-5, in the event that a special event permit has been issued for pursuant to Section

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SECTION III: Effective Date. This ordinance shall be in full force and effect from and after its passage and approval according to law.

SECTION IV: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

DATED at Crystal Lake, Illinois, this 7th day of April, 2026.

APPROVED:

_____

Haig Haleblian, MAYOR

ATTEST:

_____
CITY CLERK

PASSED: April 7 2026
APPROVED: April 7, 2026

Published in pamphlet form by the authority of the Mayor and City Council of the City of Crystal Lake.

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Agenda Item No: 20

City Council
Agenda Supplement

Meeting Date: April 7, 2026

Item: Amendment to Chapter 228 to allow fire suppression and/or fire sprinklers and community murals as eligible reimbursable expenses to the Commercial Façade Improvement Grant Program and change the grant program name to Commercial Façade and Fire Safety Grant Program

Staff Recommendation: Motion to adopt an Ordinance approving the proposed changes to the existing Commercial Façade Improvement Grant Program.

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

Background:

During the COVID-19 pandemic, the City Council approved an Ordinance establishing a Commercial Façade Improvement Grant Program matching grant program. $250,000 had been allocated at the start of the program, which is a draw down fund. The current fund balance is approximately $180,000. This program has been utilized since adoption to help businesses improve their exterior facades.

The City identified a need to help promote re-investment and incentivize existing retailers and restaurants to remain in the community and offer assistance to improve and fix the facades of their existing spaces. Building facades have a great impact on our community. They are a highly visible component of the community's streetscape and when property owners and businesses make the investment to improve facades there is a noticeable benefit to the community and property values. This program has been successful in helping existing businesses improve their existing exteriors improving the appearance of the community. The City continues to explore ways to support the local business community and has identified two new needs and ways to continue to assist new and expanding businesses.

As discussed at the budget workshop, two new eligible reimbursable expenses are being proposed:

Fire Suppression/Sprinkler Systems

First, the costs associated with installing fire suppression or sprinkler systems in existing spaces, especially our downtown area has been hindering new users like restaurants. These requirements can create a substantial financial burden, which has led several promising businesses to reconsider or abandon plans to locate and invest in Crystal Lake, particularly in the Downtown area.

Community Murals

The second was the need to promote community murals. Community art can greatly enhance the look and feel of a community and Crystal Lake would like to encourage property owners to add community art to their property. Recently, the City Council approved the UDO amendment to allow for community murals. Community murals are works of art that do not include any commercial signage (such as business name or logos). By allowing a community mural as an eligible expense, the mural would go through the approval process outlined in the UDO (Public Arts Commission for a recommendation and then City Council). At the City Council meeting, the artwork would be discussed since city funds would be involved and then the grant could be awarded with the approval of the mural. Funding will not be allowed for murals containing advertising or corporate logos. If the City provides funding, it would be allowed to guide the mural content.

The proposed Commercial Façade and Safety Improvement Grant Program would allow for property owners, in connection with new and existing retail businesses, to request matching grant funds for façade and fire safety improvements, as well as, community murals. This program is designed to encourage property reinvestment and façade improvements, the addition of community murals, fire sprinkler systems or fire suppression systems and assist property owners in doing so. Through this program, the City will award 50% matching grants for façade or fire safety improvements to owners of properties in connection with new and existing retail and restaurant businesses which are located upon such properties and which are collecting sales taxes. The grant funds would be reimbursed to the owners once receipts are submitted and approved. The City budgeted a total of $250,000 for this year-to-year rollover grant program. The program will provide a matching grant up to $30,000 depending on the square footage of the site being improved, and will be awarded until funds are exhausted.

Maximum award amounts are based upon the size of the building or shopping center as follows:

- Up to 10,000 square feet of floor area: $20,000 maximum grant
- 10,001 – 35,000 square feet of floor area: $25,000 maximum grant
- 35,001 square feet or more: $30,000 maximum grant
- Community murals are eligible for a 50% matching grant up to the amounts listed above

Program Parameters

Eligible fire safety improvements include, but are not limited to:

- ✓ Fire sprinkler systems
- ✓ Fire suppression systems

Eligible community murals include, but are not limited to:

- ✓ Approval for Community Mural must have gone through the application process and been recommended by the Public Arts Commission.
- ✓ The mural cannot be applied to a building façade constructed prior to 1950 where original exterior brick masonry or stone material comprise more than fifty percent (50%) of the facade upon which the mural is to be placed.

Votes Required to Pass: A simple majority vote.

Ord. No.

File No.

AN ORDINANCE AMENDING SECTION 228-32 OF THE CITY OF CRYSTAL LAKE CITY CODE PERTAINING TO THE COMMERCIAL FAÇADE IMPORMVEMENT GRANT PROGRAM

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WHEREAS, the City of Crystal Lake, (the "City") is a home rule municipality as contemplated under Article VII, Section 6 of the Constitution of the State of Illinois and the passage of this Ordinances an exercise of the City's home rule powers; and

WHEREAS, Section 268- 32 of the City Code establishes a Commercial Façade Improvement Grant Program (the "Program") which provides grant funds for owners of properties for façade improvements for new and existing retail and restaurant businesses located upon such properties and which are collecting sales taxes; and

WHEREAS, Section 228-32(B) describes the type of façade improvements which are eligible for grants under the Program; and

WHEREAS, the Mayor and City Council have found and determined that it would be in the best interests of the City and its residents to extend the Façade Improvement Grant Program to include within the scope of the program grants for certain fire safety improvements made upon property which is otherwise eligible under the program; and

WHEREAS, the Mayor and City Council have found and determined that it would be in the best interests of City and its residents to amend Section 228-32 of the City Code to allow for grant funding for fire safety improvements made to eligible properties under the Program.

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

SECTION I: Recitals. The foregoing recitals are hereby incorporated as though fully restated herein.

SECTION II: Amendment to Section 228-32. Section 228-32 of the City Code is hereby amended and shall hereinafter provide as follows:

[Deletions are represented by ~~strikethroughs.~~ Additions are **bolded and underlined**]

§ 228-32 Commercial Façade and Fire Safety Improvement Grant Program

A.
In a continuing effort to support the development and reinvestment in the business community and our workforce the City of Crystal Lake has created a Commercial Façade **and Fire Safety** Improvement Grant Program for new and existing retail business owners. This program is designed to encourage property **fire safety improvements**, reinvestment and façade improvement**s** and assist business owners in doing so. Through this program, the City will award grants to new and existing retail and restaurant businesses collecting retail sales taxes for facade **and fire safety** improvements. The City will award $0.50 for each dollar spent by such new retail and restaurant business property owners who complete façade **or fire safety** improvements. The total award for new facade **or fire safety** improvements may not exceed $30,000 and is based on the square footage of the space owned by the landlord that is having the façade improved **or fire safety system installed**. All awards are first come first served till funds run out and subject to financial limitations established by the City's appropriation ordinance.

B.
Eligibility criteria.
1. Applicants are required to complete and submit an Illinois Department of Labor Authorization to Release Sales Tax Information form to City Staff as part of the required application documentation.

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2. Award calculations may include façade construction along with fixtures and equipment costs, **or fire suppression/fire sprinkler system** up to **the** maximum award amount.

3. Façade **and fire safety system** improvements must comply with all applicable codes and ordinances.

4. Eligible fire safety systems include, but are not limited to:

- **a. new fire sprinkler system**
- **b. new fire suppression system**

~~4~~ **5**. Eligible façade improvements include, but are not limited to;

a. exterior brick cleaning;
b. exterior tuck pointing;
c. exterior painting;
d. wall façade construction, repair, and treatment;
e. original exterior architectural features repair or replacement;
f. exterior demolition;
g. historic renovation to exterior, doors, electrical conduit/wiring and fixtures, masonry, structural elements, windows, and exterior paint;
h. improvements to all elevations visible from a public way;
i. New window and frame for architectural improvement that is visible from the street and is appropriately scaled to the building;
j. New storefront construction appropriately scaled within an existing building;
k. New awnings (excluding bubble/round awnings) to buildings located in the Downtown or VSC Districts that are part of a larger façade improvement project;
l. Street level windows (glass) and doors are eligible only when part of an overall larger façade improvement project.

m. Addition of a community mural to a façade, provided that the mural is not applied to a building facade constructed prior to 1950 where original exterior brick masonry or stone materials comprise more than fifty percent (50%) of the facade upon which the mural is proposed to be placed.

~~5~~ **6.** Improvements in the Downtown must be ~~of an~~ **consistent with the** historic nature of the Downtown and matching the existing look and materials in the surrounding area. Please contact staff for additional questions and guidance regarding this.

~~6~~ **7.** Applicant's business must provide a stocked retail showroom for retail products or be a Limited service or full service restaurant.

~~7~~ **8.** Applicant must provide written proof of **fire safety improvements or** façade construction costs and/or FFE costs.

~~8~~ **9** Applicant applying for funds for **fire safety improvements** or façade improvements must. sign and submit an affidavit that they paid prevailing wages.

~~9~~ **10** Applicant must file and have City Council approval for grant funding prior to commencing improvements.

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~~10.~~ **11** Grants shall only be awarded to property owners for the rehabilitation of commercial shopping centers or multi-story mixed use buildings containing first floor retail/commercial space (leasing or common areas within primarily residential buildings are expressly excluded) .

~~11~~. **12.** Property owners may apply for one grant award per site over the life of the program.

~~12~~ **13** Property owners have twelve (12) months after the award to complete the project, reimbursement is given after the building permit work is completed and the final inspection is completed and approved by the Building Department

~~13.~~ **14.** Maximum award amounts are based upon the size of the **building** or shopping center as follows:

- 10,000 square feet of floor area: $20,000 maximum grant
- 10,001 – 35,000 square feet of floor area: $25,000 maximum grant
- 35,001 square feet or more: $30,000 maximum grant
- Community murals are eligible for a 50% matching grant up to the amounts listed above

SECTION IV: Effective Date. This ordinance shall be in full force and effect from and after its passage and approval according to law.

SECTION IV: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

DATED at Crystal Lake, Illinois, this 7th day of April, 2026.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL
ATTEST:

_____
CITY CLERK

Passed: April 7, 2026
Approved: April 7, 2026

Draft

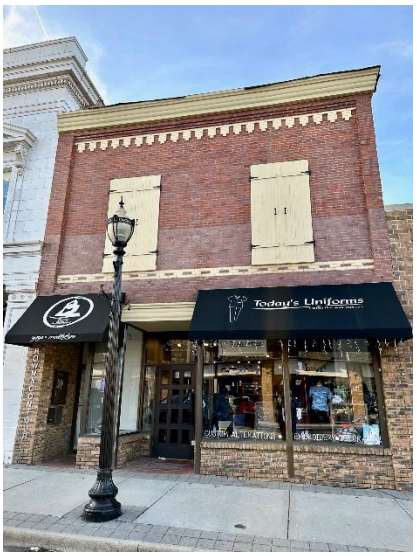
CITY OF CRYSTAL LAKE

Commercial Facade and Fire Safety Improvement Grant Program

MATCHING GRANT APPLICATION FORM

2026







ADMINISTERED BY:

CITY OF CRYSTAL LAKE
PLANNING & ECONOMIC DEVELOPMENT
100 W. WOODSTOCK STREET
CRYSTAL LAKE, IL 60014

CITY OF CRYSTAL LAKE
Commercial Facade Improvement Grant Program

In its continuing effort to support the development of the business community and our workforce, the City of Crystal Lake has created a Commercial Facade and Fire Safety Improvement Grant Program for new and existing retail business owners. The City Council will review applications and award grant funds to eligible new and existing retail businesses who complete façade or fire safety improvements to their businesses.

This booklet is intended to provide general information regarding these programs. The actual terms and conditions of each program, qualifications for participation and further limitations may be found in Chapter 228 of the City Code of the City of Crystal Lake, and are subject to change by the City Council. For more information, please contact the Planning & Economic Development Department at (815) 356-3737.

Program descriptions and eligibility requirements:

Commercial Façade Improvement Program		
ELIGIBILITY[1]	**AWARD**	**AWARD CALCULATION[2]**
Site must be zoned B-1, B-2 and B-4 within Crystal Lake, Illinois and a retail or restaurant use; Applicant must be the property owner of the building in the City limits of Crystal Lake; Only one grant is awarded per applicant over the life of the site. Applicant must file an application prior to commencing improvements. Grant allowance is determined by square footage per project area that is under common ownership. For example: A shopping center would need to calculate all units together under the same ownership that are being considered for the grant.	Up to $20,000 for spaces up to 10,000 sq ft Up to $25,000 for spaces 10,001- 35,000sq ft Up to $30,000 for spaces 35,001 sq ft and above	50% match for exterior façade improvements, signage is not allowed as a matching or reimbursable expense. 50% match for the addition of a new fire suppression system or fire sprinkler system. Community mural to a façade, provided that the mural is not applied to a building facade constructed prior to 1950 where original exterior brick masonry or stone materials comprise more than fifty percent (50%) of the facade upon which the mural is proposed to be placed.

[1] See detailed eligibility criteria below. See also Chapter 228 of the City Code for Commercial Façade and Fire Safety Improvement Program

[2] $250,000 of available funding for this program. All awards are subject to the financial limitations established by the City's appropriation ordinance from time to time.

COMMERCIAL FAÇADE IMPROVEMENT PROGRAM ELIGIBILITY CRITERIA

1. Applicants are required to complete and submit an Illinois Department of Labor Authorization to Release Sales Tax Information form to City Staff as part of the required application documentation.
2. Award calculations may include façade construction along with fixtures and equipment costs, or fire suppression/fire sprinkler system up to the maximum award amount.
3. Façade and fire safety system improvements must comply with all applicable codes and ordinances.
4. Eligible fire safety systems include, but are not limited to:
    a. new fire sprinkler system
    b. new fire suppression system
5. Eligible façade improvements include, but are not limited to;
    a. exterior brick cleaning;
    b. exterior tuck pointing;
    c. exterior painting;
    d. wall façade construction, repair, and treatment;
    e. original exterior architectural features repair or replacement;
    f. exterior demolition;
    g. historic renovation to exterior, doors, electrical conduit/wiring and fixtures, masonry, structural elements, windows, and exterior paint;
    h. improvements to all elevations visible from a public way;
    i. New window and frame for architectural improvement that is visible from the street and is appropriately scaled to the building;
    j. New storefront construction appropriately scaled within an existing building;
    k. New awnings (excluding bubble/round awnings) to buildings located in the Downtown or VSC Districts that are part of a larger façade improvement project;
    l. Street level windows (glass) and doors are eligible only when part of an overall larger façade improvement project.
    m. Addition of a community mural[1] to a façade, provided that the mural is not applied to a building facade constructed prior to 1950 where original exterior brick masonry or stone materials comprise more than fifty percent (50%) of the facade upon which the mural is proposed to be placed.
6. Improvements in the Downtown must be of an consistent with the historic nature of the Downtown and matching the existing look and materials in the surrounding area. Please contact staff for additional questions and guidance regarding this.
7. Applicant's business must provide a stocked retail showroom for retail products or be a Limited service or full service restaurant.
8. Applicant must provide written proof of fire safety improvements or façade construction costs and/or FFE costs.

[1] Art murals are defined as an image that is tiled, painted by hand, or otherwise applied directly upon or affixed directly to an exterior wall of a building or structure with the consent of the owner of the subject property on which the building is located, and does not advertise or promote any brand or business. Art Murals may be mechanically produced or computer-generated prints or images, including, but not limited to, digitally printed vinyl. Art Murals may not have or include electrical or mechanical components.

9. Applicant applying for funds for fire safety improvements or façade improvements must sign and submit an affidavit that they paid prevailing wages.
10. Applicant must file and have City Council approval for grant funding prior to commencing improvements.
11. Grants shall only be awarded to property owners for the rehabilitation of commercial shopping centers or multi-story mixed use buildings containing first floor retail/commercial space (leasing or common areas within primarily residential buildings are expressly excluded).
12. Property owners may apply for one grant award per site over the life of the program.
13. Property owners have twelve (12) months after the award to complete the project, reimbursement is given after the building permit work is completed and the final inspection is completed and approved by the Building Department
14. Maximum award amounts are based upon the size of the building or shopping center as: Follows:
    - 10,000 square feet of floor area: $20,000 maximum grant
    - 10,001 – 35,000 square feet of floor area: $25,000 maximum grant
    - 35,001 square feet or more: $30,000 maximum grant
    - Community murals are eligible for a 50% matching grant up to the amounts listed above

Eligible Properties and Applicants

All restaurant and retail focused and operated commercial locations in the City of Crystal Lake are eligible for Commercial Tenant and Fire Safety Improvement Program. Applicants who apply for funding after commencing the improvements are ineligible. Only improvements to facades that directly front a public right-of-way are eligible.

Businesses filing applications must meet a minimum annual taxable sales threshold of $100,000 to be eligible for grant funding. New business applicants shall provide sales projections with their applications. The City of Crystal Lake will verify minimum taxable sales thresholds are met using Illinois Department of Revenue reports.

Any building with a zoning, building code, or fire/safety code violations is not eligible for the program. Any commercial building owner, or business owner (tenant) with building owner authorization (a lease or other agreement), may apply for the grant.

Ineligible Projects

The Commercial Façade and Fire Safety Improvement Grant Program will not provide funds for working capital, debt refinancing, inventory acquisition, application fees, permit fees, legal fees, or signage. Murals cannot contain corporate identity or logos.

Grant Agreement

As a condition of the award of grant funds, eligible and approved applicants will be required to enter into an agreement with the City in a form to be approved by the City Council. The Agreement will contain terms and conditions of any grant award which would be made, including a

requirement that the applicant must repay some or all of the grant money in the event that the business for which the grant was approved does not remain in continuous operation for at least five years. The sample Grant Agreement attached to this application form contains sample provisions of the Grant Agreement and is for reference only. Please do not file this document with your application, as it is only a sample. In the event that it is determined that you are eligible for a grant award, an original form of Grant Agreement will be provided to you by the City.

Administration

Applicants are encouraged to submit complete applications to City Hall in person or via e-mail. Applications for the City's grant programs will be accepted on a first-come, first-served basis. Only completed applications that include all required submittal documents and information will be accepted. The City's Community Development Department will review the application for accuracy and will determine if it meets the requirements for funding.

If the application is determined to meet the requirements of the program, the application will be forwarded to City Council for review within 21 days. If the application receives City Council approval, the applicant must enter into an agreement with the City. Matching grant funds will only be disseminated to the applicant after the following items are completed:

A) An affidavit stating prevailing wage was paid for the construction and labor for façade or fire safety improvements must be submitted;
B) The fixtures, and equipment have been purchased and implemented within the business;
C) Receipts and cancelled checks or credit card statements for the purchase of the approved fixtures, and equipment are submitted;
D) The applicant has received a building permit inspections and approvals.

Questions

A grant application and submittal requirements are included with this packet. If you have further questions regarding the Improvement Programs, please contact the City of Crystal Lake Planning and Economic Development Department at (815) 356-3737.

CITY OF CRYSTAL LAKE
Commercial Facade
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	Phone
	Mailing Address	Federal Tax ID#
	Email	IL Business Tax#

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

Description of façade improvements and estimated costs:

Application Checklist

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

- ☐ Completed and signed Crystal Lake Façade and Fire Safety Improvement Grant Application;
- ☐ Written cost estimates for the façade or fire safety system improvements do not include labor costs as they will not be covered;
- ☐ A visual rendering, illustrating the new façade or fire safety system (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);

I agree to comply with the guidelines and standards of the City of Crystal Lake Commercial Façade and Fire Safety Improvement Grant 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 _____

CITY OF CRYSTAL LAKE
Grant Agreement

THIS AGREEMENT, entered into this _____ day of _____, _____, 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:

Business Name:

Owner's Federal Tax ID#:

Address of Property to be improved:

Draft

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 Commercial Façade and Fire Safety Improvement Grant provides financial assistance to building and business owners who occupy space in Crystal Lake in need of façade repair and rehabilitation; and

WHEREAS, the City Council has found and determined that increased participation in the Commercial Façade and Fire Safety Improvement Grant Program 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 Commercial Façade and Fire Safety Improvement Grant Program, the CITY will provide a benefit to the public, generally; and

WHEREAS, the OWNER has applied for reimbursement under the Commercial Façade and Fire Safety Improvement Grant Program; and

WHEREAS, The CITY has determined that the OWNER is eligible for the Commercial Façade and Fire Safety Improvement Grant 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 façade improvements at OWNER'S property. Reimbursements to the OWNER will be made at a rate of fifty percent (50%) for the cost of façade improvements for the OWNER's business, up to a maximum amount of $_____. 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 $_____.

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 businesses until applications for Building Permits and Occupancy have been submitted to the Building Division and approved by the CITY. Following approval, the OWNER shall complete the building façade improvements 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.

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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/paid invoices for purchases; 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 façade improvements, subject to the limitations set forth in Section 1 hereof. The OWNER shall only be entitled to the reimbursement set forth in Section 1 hereof if the taxable sales exceed $100,000 in one year of operation.

SECTION 4

If the OWNER 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 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").

Draft

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.

Draft

OWNER/LESSEE

_____

CITY OF CRYSTAL LAKE

_____

City Manager

ATTEST:

_____

Draft

Agenda Item No: 21

City Council
Agenda Supplement

Meeting Date: April 7, 2026

Item: Host Agreement Amendment with Waste Management

Recommendation: A motion to adopt a Resolution approving an Amendment to the Host Community Agreement with Waste Management of Illinois, Inc. and authorizing the Mayor and the City Clerk to execute the Host Community Agreement Amendment

Staff Contact: Nick Hammonds, Deputy City Manager
Mike Magnuson, Director of Public Works and Engineering

Background:

At its August 17, 2004 meeting, the City Council adopted a Pollution Control Facilities Siting Ordinance and a Resolution approving the Host Community Agreement with Waste Management of Illinois, Inc. for the construction of the transfer station on Virginia Road. In December 2024, Waste Management approached the City seeking to increase its daily truck intake volume from 1,000 to 1,500 tons. This request is driven by changes to regional disposal options. To accommodate the resulting market shift, the facility expects an additional 83 waste collection trucks and 21 waste semi-transfer trucks per day. The facility receives approximately 160 to 175 trucks per day currently.

Increasing the daily tonnage limit requires an amendment to the Host Agreement. In response to Waste Management's request, the City proposed additional modifications to the Host Agreement, which have been accepted by Waste Management. The amendment to the Host Agreement will take effect and includes the following provisions:

Tonnage Increase:
Increasing the daily tonnage limit from 1,000 tons to 1,500 tons per day will continue to be calculated on an eight (8) month rolling average. Host benefit fees are paid according to the following schedule. The schedule increases annually according to CPI-U (using 2025 for example).

	0-500 Tons	501-900 Tons	901-1500 Tons	>1500 Tons	Additional Host Benefit	Surcharge
CPI-U (April 2024)	3.90%	3.90%	3.90%	3.90%	3.90%	3.90%
Per Ton Fee (08/17/25-08/16/26)	$1.84	$2.75	$2.91	$3.06	$0.08	NA
Surcharge Payment (08/17/25)	NA	NA	NA	NA	NA	$14,329.79

Litter Control:
To further improve litter collection along the roadway, the amendment includes additional litter control measures. At a minimum, litter along Virginia Road, from James R. Rakow Road to Pingree Road, shall be collected once per week, except when weather, road, or visibility conditions create unsafe roadside working conditions. If compliance is not achieved, Waste Management may be subject to litter fines in accordance with the City Code.

Street Sweepings:
Street sweepings have been removed from the agreement entirely. The City contracts out the City-wide street sweeping program and no longer needs this provision.

Leaves:
The changes remove references to Kraft paper bags. In addition, language is included to specify the City or its selected waste hauler as authorized transporters of leaves to the facility.

Biosolids:
The agreement amendment will increase the amount of dewatered sewage sludge biosolids to 3,000 tons per year, at no cost to the City. The City's wastewater plants generate approximately 2,470 tons of sewage sludge each year. The City currently disposes of 900 tons at a Waste Management landfill (existing host agreement) and the remaining 1,570 tons is land applied to agricultural fields for non-consumption crops. The City is required to keep detailed records for all land applied sludge for review by state regulatory agencies.

The Environmental Protection Agency regulations may change in the future to restrict land application of biosolids due to PFAS and other compounds. The City would incur approximately $300,000 in additional expenditures if the EPA required landfill disposal of all biosolids. The acceptance of this provision by Waste Management protects the City in the event of further PFAS regulations by EPA.

IEPA Approval:
Approval of the amendment is conditioned upon the Illinois Environmental Protection Agency's (IEPA) approval of the daily tonnage increase. Per Waste Management, they do not expect any issues receiving approval from the IEPA.

Traffic Study Results:

Waste Management commissioned a consultant to conduct a traffic impact study on the transfer facility for the proposed increase in capacity (City commissioned consultant). The study analyzed the peak queuing of trucks, current capacity, and recommendations for future enforcement and monitoring. Per the study, the existing stacking lanes support the proposed increase in daily intake of trucks.

The City's Engineering staff reviewed the traffic study and found no items of concern. The recommendations offered by the consultant centered on enforcement of idling zones and monitoring peak period flow. The agreement amendment stipulates that Waste Management shall comply with certain traffic study recommendations. The traffic study is attached for reference.

Recommendation:

It is staff's recommendation to adopt a Resolution approving the Host Community Agreement Amendment with Waste Management of Illinois, Inc. and authorizing the Mayor to execute the Host Community Agreement Amendment. The attached Host Agreement Amendment has been approved by the City's Special Legal Counsel.

Votes Required to Pass:

Simple majority vote of the City Council.

Res. 26R-___

RESOLUTION

WHEREAS the City and Waste Management of Illinois, Inc. entered into a Host Community Agreement on August 17, 2004; and

WHEREAS the City and Waste Management of Illinois, Inc. desire to amend the Host Agreement; and

WHEREAS the Host Agreement Amendment will increase the daily tonnage limitation to 1,500 tons per day calculated on a rolling eight (8) month schedule; and

WHEREAS the Host Agreement Amendment will increase the tonnage of dewatered sewage sludge biosolids accepted by Waste Management of Illinois, Inc. at no charge to 3,000 tons per year; and

WHEREAS the Host Agreement Amendment will include provisions for litter cleanup along Virginia Road.

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 hereby authorized to execute an agreement amendment and extension with Waste Management of Illinois, Inc. to revise certain operational limits and additional host benefit provisions.

DATED this 7th day of April, 2026.

Draft

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation

By: _____
Haig Haleblian, Mayor

SEAL:
ATTEST:

_____
City Clerk

PASSED: April 7, 2026
APPROVED: April 7, 2026

FIRST AMENDMENT TO
HOST COMMUNITY AGREEMENT

This First Amendment to the Host Community Agreement (the "First Amendment") is entered into on April 7, 2026, by and between Waste Management of Illinois, Inc. ("Company") and the City of Crystal Lake, an Illinois municipal corporation ("City").

Recitals

WHEREAS, the City and Company entered into a Host Community Agreement on or about August 17, 2004 (the "Host Agreement"); and,

WHEREAS, the City and the Company desire to amend the Host Agreement to revise certain operational limits and additional host benefit provisions, as further discussed below.

NOW THEREFORE, it hereby agreed between the City of Crystal Lake and Waste Management of Illinois, Inc. that the Host Community Agreement is amended as follows:

Agreement

1. **Conditional Effectiveness; IEPA Permit Modification**. Notwithstanding anything to the contrary contained in this First Amendment or in the Host Community Agreement, this First Amendment is expressly conditioned upon the Illinois Environmental Protection Agency ("IEPA") issuing a final, non-appealable modification to the Company's permit authorizing an increase in the maximum permitted daily waste volume at the Transfer Facility from 1,000 tons per day to at least 1,500 tons per day on or before December 31, 2026 (the "Permit Modification Condition").

If, and only if, the Permit Modification Condition is satisfied, the Parties agree that the Host Community Agreement shall be amended as set forth in this First Amendment, effective as of the date the IEPA permit modification becomes final and non-appealable.

2. **January 29, 2026 Traffic Study Recommendations.** The Company shall comply with the following recommendations resulting from the January 29, 2026 traffic study.

1**. Designated Short-Term Parking:** Designate three specific parking stalls for drivers who need to park for short periods. These spots should be marked with signage and located out of the primary traffic path. This provides a dedicated space for stationary waste collection trucks without disrupting the access driveway.

2. **Manage Transfer Trailer Staging Maneuvers:** To prevent queue spillover onto S. Virginia Road, the facility should coordinate the timing of trailer drop-offs and pickups. The site operators should ensure that no more than three semi-transfer trucks attempt to access the front empty-trailer parking area simultaneously, as these maneuvers occur within the primary access driveway.

3. **Monitor Peak Period-Flow:** The facility should periodically monitor collection vehicle arrival patterns during their operational hours to ensure that the combined storage capacity of the primary and secondary stacking lanes (16 trucks total) continues to accommodate the increased throughput.

3. **Amendment to Section 5 – Waste Cap / Limitation on Transfer Capacity**. Section 5 of the Host Agreement is hereby deleted in its entirety and replaced with the following:

DRAFT

5. WASTE CAP / LIMITATION ON TRANSFER CAPACITY

The Company covenants and agrees that it shall not receive at the Transfer Facility more than one thousand five hundred (1,500) tons of Authorized Municipal Waste per day (calculated on a rolling eight (8) month average), except with the prior written approval of the City Council or such other writing by the City Council (which approval shall not be unreasonably withheld), provided, however, that such daily waste receipts shall not exceed, on average, the allowed daily tonnage over more than a continuous eight (8) month period.

By way of example and illustration, in the event that the maximum authorized daily tonnage to be accepted is 1,500 tons per day, in the event that the facility receives less than 1,500 tons per day for a given period of time, the facility may in other days receive waste in excess of the 1,500 ton per day limit so long as the average waste received on a daily basis in any one continuous eight (8) month period does not exceed 1,500 tons.

4. **Amendment to Section 12(a) – Litter Control.** The following sentence shall be inserted as the final sentence of Section 12(a):

> At a minimum, litter along Virginia Road, from James R. Rakow Road to Pingree Road, shall be collected once per week, except when weather, road, or visibility conditions create unsafe roadside working conditions.

5. **Amendment to Exhibit B – Street Sweepings.** Section 1 of Exhibit B (Street Sweepings) is hereby deleted in its entirety and replaced with "[Reserved – Intentionally Deleted for First Amendment]", and such provision shall be of no further force or effect.

6. **Amendment to Exhibit B – Leaves.** Section 2 of Exhibit B is deleted in its entirety and replaced with the following:

> 2. Leaves. The Company shall accept at no charge to the City up to 2,000 tons of leaves each year hereunder that are collected and transported by the City or the City's selected residential waste hauler to the Transfer Facility, effective on the Anniversary Date. The City, or the City's selected residential waste hauler, will take reasonable steps to exclude other Landscape Waste such as tree limbs and grass from the leaves delivered to the Transfer Facility. In the event the City, or the City's selected residential waste hauler, must dispose of more than 2,000 tons of leaves in any year, the Company will charge the City, or the City's selected residential waste hauler, for excess tonnage the lower of (i) the lowest per-ton fee charged to municipalities that dispose of leaves at the Transfer Facility, or (ii) ten percent (10%) less than the gate rate at the Transfer Facility for similar materials.

7. **Amendment to Exhibit B – Dewatered Sewage Sludge.** Section 3(a) of Exhibit B is deleted in its entirety and replaced with the following:

DRAFT

a. Landfill Disposal. The Company shall accept at no charge to the City up to 3,000 tons of biosolids each year from the City's wastewater treatment plant, transported by the City, to any landfill within one hundred (100) miles of the City of Crystal Lake that is owned and operated by the Company or its affiliates and that accepts similar biosolid materials from other customers, effective on the Anniversary Date. The City agrees to provide the Company or its affiliates with any waste profile information reasonably required for such disposal.

8. **No Other Amendments**. Except as expressly modified by this First Amendment, if and to the extent this First Amendment becomes effective, all terms, covenants, and conditions of the Host Agreement remain unchanged and in full force and effect. In the event of any conflict between this First Amendment and the Host Agreement, this First Amendment shall control.

9. **Failure of Condition; No Legal Effect.** In the event the Permit Modification Condition is not satisfied on or before the date specified above, this First Amendment shall be null and void, shall have no force or legal effect whatsoever, and the Host Community Agreement shall remain unchanged and in full force and effect as if this First Amendment had never been executed.

10. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

The parties have caused this First Amendment to be executed by their duly authorized representatives as of the day and year written below.

Waste Management of Illinois, Inc.		**City of Crystal Lake**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

DRAFT

1400 S. VIRGINIA RD. WASTE MANAGEMENT FACILITY – TRAFFIC ANALYSIS

City of Crystal Lake, IL

Hampton, Lenzini and Renwick, Inc.

January 29, 2026



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Exhibit 2B – AutoTurn Outbound
Exhibit 3 – Maximum Queuing

Prepared By:
Hampton, Lenzini and Renwick, Inc.
1707 N Randall Road, Suite 100
Elgin, Illinois 60123

Prepared For:
City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, IL 60014

INTRODUCTION

Hampton, Lenzini and Renwick, Inc. (HLR) has conducted a traffic impact study (TIS) on the S. Virginia Road waste transfer facility for a proposed increase in truck capacity. The following study provides a summary of existing conditions, traffic characteristics, and recommendations based on the request received.

Project Background

The waste transfer facility is located west of S. Virginia Road between James R. Rakow Road to the northwest and Pingree Road to the southeast in Crystal Lake, IL. It is seeking to increase its daily truck intake volume from 1,000 to 1,500 tons. This request is driven by the anticipated closure of the Countryside Landfill in Grayslake in late 2027 early 2028, which will reduce regional disposal options. To accommodate the resulting market shift, the facility expects an additional 83 waste collection trucks and 21 waste semi-transfer trucks per day. This equates to an average increase of approximately seven trash collection trucks and one trash semi-transfer truck per hour. The 11.33-acre industrial site is located off S. Virginia Road in southern Crystal Lake, McHenry County. A location map is shown on Exhibit 1. The primary objective of this study is to determine if the existing inbound stacking lanes (located prior to the facility weight scale) are sufficient to accommodate the increased volume and prevent truck queues from spilling over onto S. Virginia Road.

EXISTING CONDITIONS

Owned and operated by Waste Management of Illinois, Inc., the facility serves as an active waste transfer facility. Primary access is via S. Virginia Road, a designated Minor Arterial with a 55-mph speed limit and a 2025 Average Daily Traffic (ADT) count of 6,200 vehicles. The roadway operates as the main corridor for multiple industrial sites in the surrounding area. At the facility's access driveway, the northwest bound approach features one through lane and a dedicated left-turn lane, similarly the southeast bound approach provides a through lane and a dedicated right-turn lane. This configuration ensures collection trucks and semi-transfer trucks can enter the facility without disrupting the general through traffic flow.

SITE INVESTIGATION

To establish baseline conditions for inbound truck queuing and analyze general traffic characteristics, the facility's access driveway was video recorded on Tuesday, January 13, 2026, between 4:00 AM and 7:00 PM. An engineer from HLR reviewed the footage and documented

truck queues at five-minute intervals. Across nine and a half hours, observations of the facility queue showed an average arrival rate of 5.7 collection trucks per hour, with a peak of two trucks in any five-minute interval, this data confirms that the facility maintains operations with a low queue volume.

Geometric Analysis and Stacking Capacity

A turning path analysis was performed using AutoTURN to verify circulating operations. The WB-55 was selected as the design vehicle for this simulation. The WB-55 is a Tractor/Semitrailer combination with an over wheelbase of 55-feet. This vehicle was chosen because it represents the waste semi-transfer trucks currently utilized for waste transportation at the facility. The simulations confirmed that the site geometry accommodates the necessary turning radii for both inbound (Exhibit 2A) and outbound (Exhibit 2B) movements. As illustrated in Exhibit 3, the facility's access drive provides two distinct truck stacking areas to prevent queue spillover onto S. Virginia Road:

- **Primary Inbound Lane:** Storage for up to three trucks on a direct path to the scale.
- **Secondary Stacking Lane:** Accommodates an additional three trucks adjacent to the primary inbound lane.

With both lanes utilized, the facility maintains a maximum storage capacity of six trucks before queuing impacts the S. Virginia Road right-of-way.

Observation Summary:

- **Inactivity Period:** The site remained inactive from the start of the study until 5:35 AM.
- **Active Period:** Primary site activity occurred between 5:35 AM and 2:30 PM.
- **Queue Fluctuations:** During active hours, the queue typically fluctuated between zero and one vehicle.
- **Peak Queuing:** Peak queues occurred prior to 12:45 PM.
- **Post-Peak:** From 3:00 PM until the study's conclusion at 7:00 PM, no queuing occurred on site.

These results indicate that current arrival rates are within the site's existing capacity, as the queue never exceeded two collection trucks at any point during the monitoring period.

Operational Observations

Despite inbound throughput, two potential operational conflicts were identified that may impact S. Virginia Road as waste tonnage increases. Observations revealed that trucks frequently stopped in the middle of the driveway for extended periods of time. Times typically ranged from two to ten minutes—and in some instances up to thirty minutes—disrupting internal circulation and inbound/outbound flow.

The site video recording showed that the facility utilizes the lot to the north to store waste-loaded trailers, accessed via a rear gravel path for drop-offs and pickups. Empty trailers are stored in the front parking area. Trucks are maneuvering to move the empty trailers which, if more than three semi-transfer trucks attempt to access this parking area simultaneously, the resulting queue may spill over onto S. Virginia Road, regardless of scale queues and scale house volume. Exhibit 3 shows a visual of physical maximum queuing constraints based on existing site geometry and layout.

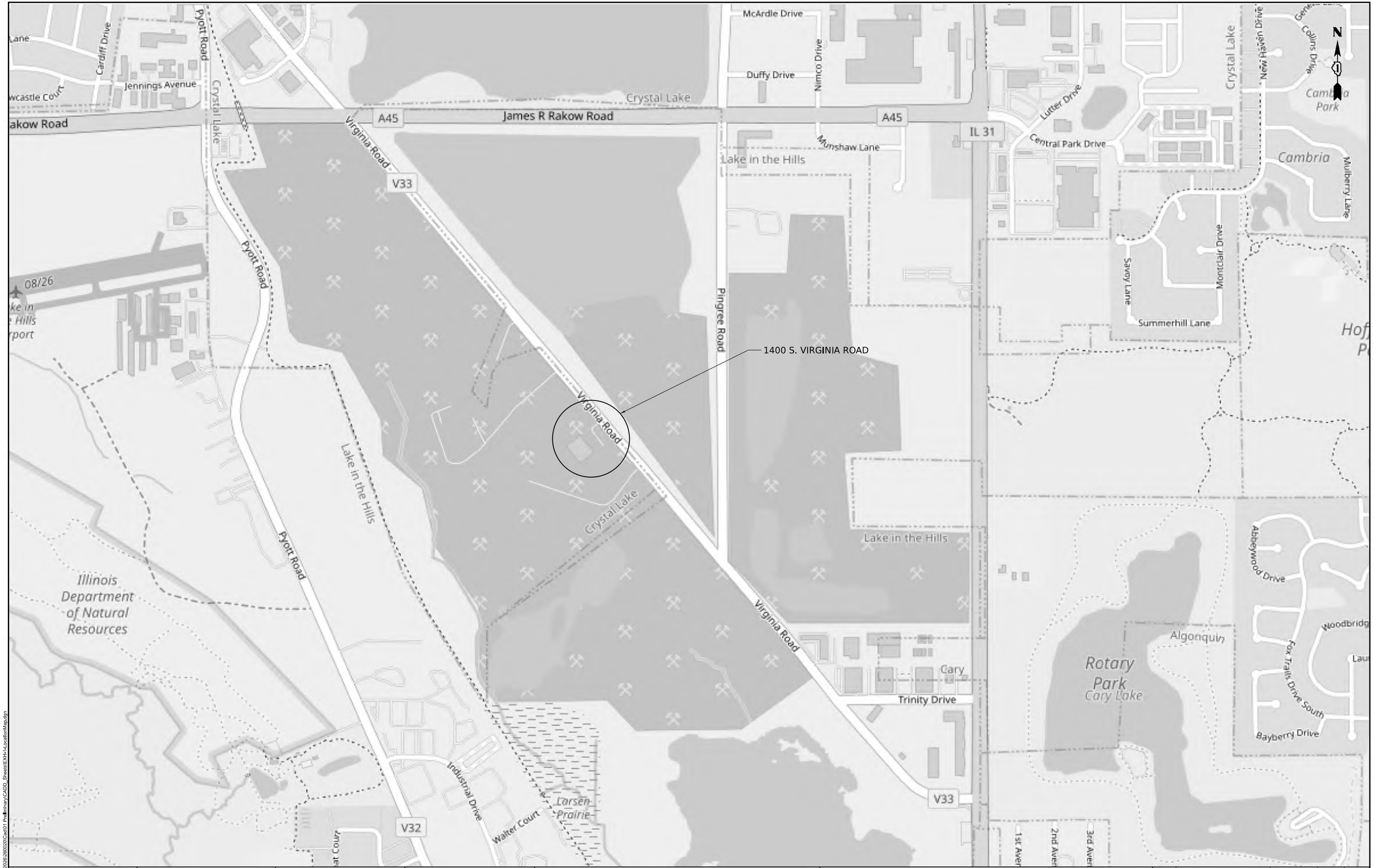
RECOMMENDATIONS

A Traffic Impact Study (TIS) was performed for the existing S. Virginia Road waste transfer facility, located at 1400 S. Virginia Road. (see Exhibit 1: Location Map). The primary purpose of this study was to evaluate the facilities operational impact on S. Virginia Road resulting from a proposed increase in waste collection trucks and waste semi-transfer trucks.

The study showed that the existing stacking lanes support the proposed increase in daily intake of collection trucks. The site investigation showed that the facility currently operates with a calculated average of 5.7 waste collection truck arrivals per hour. A maximum queue of two waste collection trucks were observed at any five-minute interval throughout the 9.5 operating hours, which is below the maximum stacking capacity of six waste collection trucks. The study identified internal circulation behaviors that may cause queuing onto S. Virginia Road if the maximum allowable waste tonnage is increased to the site.

- **Enforce No-Idling Zones:** Implement and enforce a "No Idling" policy at the exit driveway. This will ensure that site internal circulation is maintained to prevent outbound and inbound conflicts.
- **Designated Short-Term Parking:** Designate three specific parking stalls for drivers who need to park for short periods. These spots should be marked with signage and located out of the primary traffic path. This provides a dedicated space for stationary waste collection trucks without disrupting the access driveway.

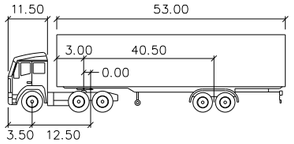
- **Manage Transfer Trailer Staging Maneuvers:** To prevent queue spillover onto S. Virginia Road, the facility should coordinate the timing of trailer drop-offs and pickups. The site operators should ensure that no more than three semi-transfer trucks attempt to access the front empty-trailer parking area simultaneously, as these maneuvers occur within the primary access driveway.
- **Monitor Peak-Period Flow:** While current peak queues do not exceed two trucks, the facility should periodically monitor arrival patterns during their operational hours to ensure that the combined storage capacity of the primary and secondary stacking lanes (six trucks total) continues to accommodate the increased throughput.



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HAMPTON, LENZINI AND RENWICK, INC. 1707 N. RANDALL ROAD, SUITE 100 ELGIN, ILLINOIS 60123 ILLINOIS PROFESSIONAL DESIGN FIRM LS / PE / SE CORP. 184.000959	USER NAME = dmarcisz	DESIGNED -	REVISED -	**CITY OF CRYSTAL LAKE**	**WASTE MANAGMENT FACILITY – 1400 S. VIRGINIA ROAD** **EXHIBIT 1 LOCATION MAP**
		DRAWN -	REVISED -		
	PLOT SCALE = 80.0000 ' / In.	CHECKED -	REVISED -		
	PLOT DATE = 1/29/2026	DATE -	REVISED -		SCALE: SHEET OF SHEETS STA. TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		MCHENRY	4	1
		CONTRACT NO.		
		ILLINOIS	FED. AID PROJECT	

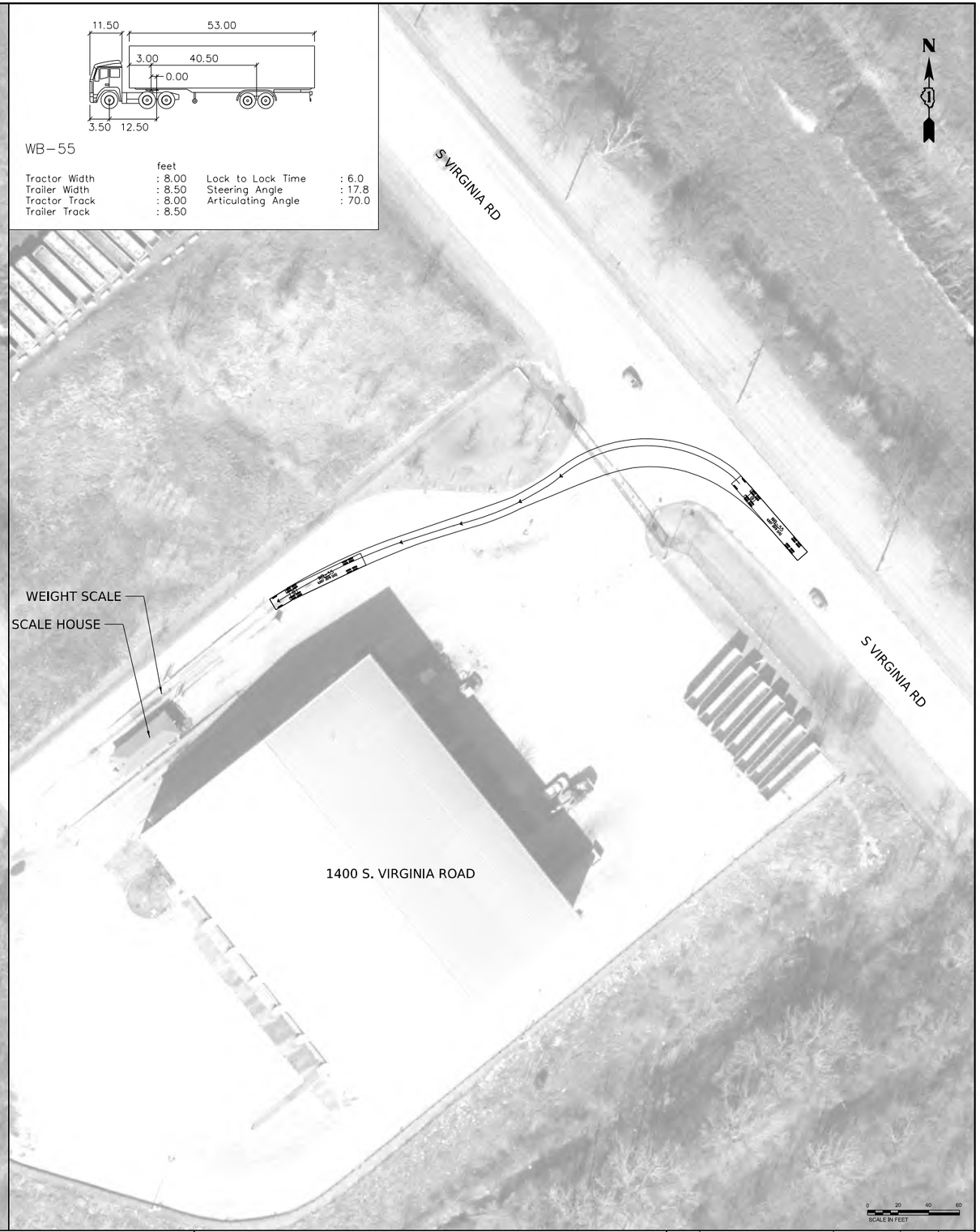


WB–55

	feet		
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 17.8
Tractor Track	: 8.00	Articulating Angle	: 70.0
Trailer Track	: 8.50		

WB–55

	feet		
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 17.8
Tractor Track	: 8.00	Articulating Angle	: 70.0
Trailer Track	: 8.50		



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HAMPTON, LENZINI AND RENWICK, INC.
1707 N. RANDALL ROAD, SUITE 100
ELGIN, ILLINOIS 60123
ILLINOIS PROFESSIONAL DESIGN FIRM
LS / PE / SE CORP. 184.000959

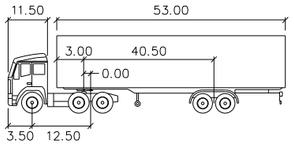
USER NAME = dmarcisz	DESIGNED -	REVISED -
	DRAWN -	REVISED -
PLOT SCALE = 80.0000 ' / In.	CHECKED -	REVISED -
PLOT DATE = 1/29/2026	DATE -	REVISED -

CITY OF CRYSTAL LAKE

WASTE MANAGEMENT FACILITY – 1400 S. VIRGINIA ROAD
EXHIBIT 2A AUTOTURN INBOUND

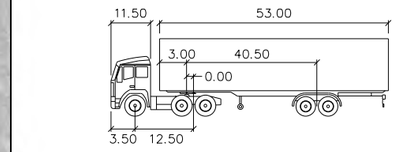
SCALE: | SHEET OF SHEETS | STA. | TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		MCHENRY	4	2
		CONTRACT NO.		
	ILLINOIS	FED. AID PROJECT		



WB–55

feet			
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 17.8
Tractor Track	: 8.00	Articulating Angle	: 70.0
Trailer Track	: 8.50		



WB–55

feet			
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 17.8
Tractor Track	: 8.00	Articulating Angle	: 70.0
Trailer Track	: 8.50		

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HAMPTON, LENZINI AND RENWICK, INC.
1707 N. RANDALL ROAD, SUITE 100
ELGIN, ILLINOIS 60123
ILLINOIS PROFESSIONAL DESIGN FIRM
LS / PE / SE CORP. 184.000959

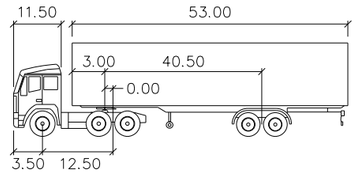
USER NAME = dmarcisz	DESIGNED -	REVISED -
	DRAWN -	REVISED -
PLOT SCALE = 80.0000 ' / In.	CHECKED -	REVISED -
PLOT DATE = 1/29/2026	DATE -	REVISED -

CITY OF CRYSTAL LAKE

WASTE MANAGEMENT FACILITY – 1400 S. VIRGINIA ROAD
EXHIBIT 2B AUTOTURN OUTBOUND

SCALE: | SHEET OF SHEETS | STA. | TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		MCHENRY	4	3
		CONTRACT NO.		
	ILLINOIS	FED. AID PROJECT		



WB–55

	feet		
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 17.8
Tractor Track	: 8.00	Articulating Angle	: 70.0
Trailer Track	: 8.50		

MODEL: Default
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HAMPTON, LENZINI AND RENWICK, INC.	USER NAME = dmarcisz	DESIGNED -	REVISED -
1707 N. RANDALL ROAD, SUITE 100 ELGIN, ILLINOIS 60123		DRAWN -	REVISED -
ILLINOIS PROFESSIONAL DESIGN FIRM LS / PE / SE CORP. 184.000959	PLOT SCALE = 80.0000 ' / In.	CHECKED -	REVISED -
	PLOT DATE = 1/29/2026	DATE -	REVISED -

CITY OF CRYSTAL LAKE

WASTE MANAGMENT FACILITY – 1400 S. VIRGINIA ROAD
EXHIBIT 3 MAX QUEUING

SCALE: | SHEET OF SHEETS | STA. TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		MCHENRY	4	4
		CONTRACT NO.		
	ILLINOIS	FED. AID PROJECT		

Agenda Item No: 22

City Council
Agenda Supplement

Meeting Date: April 7, 2026

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

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute an agreement with Dell, Inc., for the purchase of twenty-eight (28) computer desktops and laptops in the amount of $31,607.09 through the Midwestern Higher Education Compact Cooperative Purchasing Program.

Staff Contact: Dan Davis, Director of Information Technology

Background:

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

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

The City's Capital Improvement Plan (CIP), as presented as part of the 2026 Budget, outlines the gradual replacement of the City's approximately 250 desktop computers. The CIP recommends that the City annually replace between 40 - 55 computers over the next five years. As a part of the FY26 budget, a total of twenty-eight (28) new and replacement desktop machines were identified. Most of the machines identified for replacement have already reached or will reach an age of at least five (5) years by the time they are replaced.

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

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

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

Sufficient funding is available in the FY26 budget for this project.

Recommendation:

It is the staff recommendation to purchase twenty-one (21) computer desktops, laptops and docking stations from Dell, Inc., in the amount of $31,607.09 through the Midwestern Higher Education Compact Cooperative Purchasing Program.

Votes Required to Pass:

Simple Majority

Res. 26R-__

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is authorized to execute a contract with Dell, Inc., for the purchase of twenty-one (21) computer desktops and laptops in the amount of $31,607.09, from the Midwestern Higher Education Compact Cooperative Purchasing Program.

DATED this 7th day of April, 2026.

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
CITY CLERK

PASSED: April 7, 2026
APPROVED: April 7, 2026

Draft

Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Mar. 10, 2026**.

You can download a copy of this quote during checkout.

Place your order

Quote Name:	**Client Refresh Feb '26**	Sales Rep	Natalie Ohlsen
Quote No.	**3000199575031.1**	Phone	4563355
Total	**$31,607.09**	Email	Natalie.Ohlsen@dell.com
Customer #	16209459	**Billing To**	STEVE WEISHAAR CITY OF CRYSTAL LAKE 100 W WOODSTOCK ST CRYSTAL LAKE, IL 60014-4262
Quoted On	Feb. 24, 2026		
Expires by	Mar. 10, 2026		
Contract Name	Dell Midwestern Higher Education Compact (MHEC) Master Agreement		
Contract Code	C000000979569		
Customer Agreement #	MHEC-04152022		
Deal ID	30564952		

Message from your Sales Rep

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

Regards,
Natalie Ohlsen

Shipping Group

Shipping To

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

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Pro Thunderbolt 4 Dock WD25TB4	**$245.78**	**5**	**$1,228.90**
Dell Pro 16 Plus PB16250	**$1,589.03**	**1**	**$1,589.03**
XPS 13 9345	**$1,224.24**	**1**	**$1,224.24**
Dell Pro 16 PC16250	**$1,158.25**	**4**	**$4,633.00**
Dell Pro Slim Plus QBS1250	**$1,042.36**	**22**	**$22,931.92**

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

Subtotal:	**$31,607.09**
Shipping:	**$0.00**
Non-Taxable Amount:	**$31,607.09**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$31,607.09**



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

Shipping Group Details

Shipping To

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

Shipping Method

Standard Delivery

	Unit Price	Quantity	Subtotal
Dell Pro Thunderbolt 4 Dock WD25TB4	**$245.78**	**5**	**$1,228.90**

Estimated delivery if purchased today:
Mar. 02, 2026
Contract # C000000979569
Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Thunderbolt 4 Dock - WD25TB4	210-BTMR	-	5	-
Dell Limited Hardware Warranty	718-2132	-	5	-
Advanced Exchange Service 3 Years	718-2133	-	5	-

	Unit Price	Quantity	Subtotal
Dell Pro 16 Plus PB16250	**$1,589.03**	**1**	**$1,589.03**

Estimated delivery if purchased today:
Mar. 06, 2026
Contract # C000000979569
Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro 16 Plus (PB16250) XCTO Base	210-BPCK	-	1	-
Intel(R) Core(TM) Ultra 7 255U (12 TOPS NPU, 12 cores, up to 5.2 GHz)	379-BFXM	-	1	-
Windows 11 Pro	619-BBQD	-	1	-
16 GB: 1 x 16 GB, DDR5, 5600 MT/s (5200 MT/s with Intel Core processors)	370-BCNG	-	1	-
Integrated Intel® graphics for Intel® Core™ Ultra 7 255U processor	338-CRJD	-	1	-
512 GB SSD	400-BSLJ	-	1	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	1	-
Intel® vPro® Management Disabled	631-BCCG	-	1	-
16", Touch, FHD+, 300 nit, 45% NTSC, Anti-Glare, 5MP+IR Cam, 5G capable	391-BJSF	-	1	-
No Fingerprint Reader, No Smart Card Reader, includes RJ-45	346-BLJP	-	1	-
5MP HDR + IR Camera with Presence Detection, Facial Recognition, TNR, Camera Shutter, Microphone	319-BBJW	-	1	-
English US backlit Copilot key keyboard with numeric keypad	583-BMQF	-	1	-
Intel® AX211 WLAN Driver	555-BLRW	-	1	-
Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth® 5.3 card	555-BLLZ	-	1	-
5G – MediaTek® T700 5G Modem (DW5933e), eSIM capable	556-BFWY	-	1	-
3-cell, 55 Wh, ExpressCharge Capable, ExpressCharge Boost Capable	451-BDKX	-	1	-
65W AC adapter, USB Type-C	492-BDTG	-	1	-
E4 Power Cord 1M for US	537-BBDO	-	1	-

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

Quick Start Guide	340-DTVT	-	1	-
Documentation	340-DNBV	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
Custom Configuration	817-BBBB	-	1	-
Dell Pro 16 Plus Mix Model	340-DSMK	-	1	-
EPEAT Gold with Climate+	379-BDZB	-	1	-
Intel Core Ultra 7 Processor Label	389-FGBC	-	1	-
Intel(R) Rapid Storage Technology Driver	409-BCYN	-	1	-
4G or 5G WWAN Tray	321-BLQF	-	1	-
Dell Limited Hardware Warranty	714-0464	-	1	-
ProSupport: Next Business Day Onsite, 1 Year	714-6663	-	1	-
ProSupport: Next Business Day Onsite, 2 Year Extended	714-6670	-	1	-
ProSupport: 7x24 Technical Support, 3 Years	714-6686	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	1	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	1	-
Dell Additional SW - Dell Pro Laptop	658-BFVB	-	1	-

		Unit Price	Quantity	Subtotal
XPS 13 9345		**$1,224.24**	**1**	**$1,224.24**

Estimated delivery if purchased today:
Mar. 05, 2026
Contract # C000000979569
Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
XPS 13 9345	210-BMTR	-	1	-
Snapdragon(R) X Elite (12 Core Dual-Core Boost up to 4GHz, NPU up to 45 TOPS) X1E-80-100	338-CPVT	-	1	-
Windows 11 Pro, Brazilian Portuguese, English, French, Spanish	619-BBKS	-	1	-
32GB, LPDDR5X, 8448MT/s, integrated	370-BCFK	-	1	-
Graphite Backlit English Keyboard with Fingerprint Reader	583-BMFC	-	1	-
13.4", Touch, 3K OLED, 400 nit, 60Hz, InfinityEdge, Low Blue Light	391-BJMG	-	1	-
512GB M.2 PCIe NVMe Solid State Drive	400-BRQK	-	1	-
Qualcomm FastConnect 7800 Wi-Fi 7 2x2 + Bluetooth 5.4 Wireless Card	555-BLHJ	-	1	-
Qualcomm(R) Adreno(TM) GPU	490-BKKV	-	1	-
Power Cord (US)	450-BCQD	-	1	-
3-Cell Battery, 55 Whr (Integrated)	451-BCXR	-	1	-
Graphite	320-BEUC	-	1	-
Custom Configuration	817-BBBB	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
Energy Star Label	389-DOVG	-	1	-
Systems Management	631-BBXV	-	1	-
Shipping Material	328-BGLF	-	1	-

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

60 Watt Type-C Adapter	450-BCQJ	-	1	-
Dell Limited Hardware Warranty Initial Year	801-1596	-	1	-
1Y ProSupport for PCs NextBusinessDay OnsiteService after RemoteDiagonsis - for business	801-1611	-	1	-
ProSupport: 7x24 Technical Support, 1 Year	801-1620	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	1	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	1	-
Additional Software	658-BFTG	-	1	-
		Unit Price	**Quantity**	**Subtotal**
Dell Pro 16 PC16250		**$1,158.25**	**4**	**$4,633.00**

Estimated delivery if purchased today:
Mar. 02, 2026
Contract # C000000979569
Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro 16 (PC16250) BTX Base	210-BPBF	-	4	-
Intel(R) Core(TM) 7 150U (10 cores, up to 5.4 GHz)	379-BGHH	-	4	-
Windows 11 Pro	619-BBQD	-	4	-
Magnetite color, textured finish	354-BBKB	-	4	-
16 GB: 1 x 16 GB, DDR5, 5600 MT/s (5200 MT/s with Intel Core processors)	370-BCMP	-	4	-
Integrated Intel(R) graphics for Intel(R) Core(TM) 7 150U processor	338-CRGC	-	4	-
512 GB SSD	400-BSKR	-	4	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	4	-
16", Touch, FHD+, IPS, 300 nits, 45% NTSC, Anti-Glare, FHD+IR Cam	391-BJPC	-	4	-
No Fingerprint Reader	346-BLHC	-	4	-
FHD HDR + IR Camera, Facial Recognition, TNR, Camera Shutter, Microphone	319-BBKH	-	4	-
English US backlit Copilot key keyboard with numeric keypad	583-BMQF	-	4	-
Intel(R) AX211 WLAN Driver	555-BLWM	-	4	-
Intel® Wi-Fi 6E (6 where 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth® 5.3 wireless card	555-BLLQ	-	4	-
3-cell, 55 Wh, ExpressCharge Capable, ExpressCharge Boost Capable	451-BDKX	-	4	-
65W AC adapter, USB Type-C	492-BDTG	-	4	-
E4 Power Cord 1M for US	537-BBDO	-	4	-
Quick Start Guide	340-DTVQ	-	4	-
Documentation	340-DNBV	-	4	-
ENERGY STAR Qualified	387-BBLW	-	4	-
Fixed Hardware Configuration	998-HMPH	-	4	-
Dell Pro 16 Min Packaging Type-C	340-DSNJ	-	4	-
POD Label	389-EDJB	-	4	-
EPEAT Gold with Climate+	379-BDZB	-	4	-
Intel® Rapid Storage Technology Driver	409-BCYQ	-	4	-

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

Intel vPro Enterprise Management Not Offered	631-BCBH	-	4	-
Intel(R) Core(TM) 7 Label	389-FHKH	-	4	-
ProSupport: Next Business Day Onsite, 1 Year	714-0174	-	4	-
ProSupport: Next Business Day Onsite, 2 Year Extended	714-0181	-	4	-
ProSupport: 7x24 Technical Support, 3 Years	714-0197	-	4	-
Dell Limited Hardware Warranty	714-0313	-	4	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	4	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	4	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	4	-
Dell Additional SW - Dell Pro Laptop	658-BFVB	-	4	-
		Unit Price	**Quantity**	**Subtotal**
Dell Pro Slim Plus QBS1250		**$1,042.36**	**22**	**$22,931.92**

Estimated delivery if purchased today:
Mar. 02, 2026
Contract # C000000979569
Customer Agreement # MHEC-04152022

Description	**SKU**	**Unit Price**	**Quantity**	**Subtotal**
Intel(R) Core(TM) Ultra 5 235 (13 TOPS NPU, 14 cores, up to 5.0GHz)	338-CRZK	-	22	-
Windows 11 Pro	619-BBQD	-	22	-
16GB: 1 x 16GB, DDR5, up to 5600 MT/s, non-ECC	370-BCWX	-	22	-
512GB SSD TLC	400-BSWX	-	22	-
1st M.2 2280 SSD Screw	773-BBBC	-	22	-
Integrated Graphics	490-BKSX	-	22	-
No Wireless LAN Card	555-BLXL	-	22	-
No Additional Add In Cards	382-BBHX	-	22	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	22	-
CyberLink Media Essentials for Windows	430-XYIX	-	22	-
Dell Pro Slim Plus QBS1250 with 260W PSU	329-BKSP	-	22	-
Dell Pro Keyboard and Mouse - KM5221W - US English - Black	580-BCCH	-	22	-
Mouse included with Keyboard	570-AADI	-	22	-
ENERGY STAR Qualified	387-BBLW	-	22	-
System Power Cord C13 (Philipine/TH/US)	450-AAOJ	-	22	-
Documentation	340-DNBV	-	22	-
Watch Dog SRV	379-BFYR	-	22	-
Quick Start Guide	340-DTTZ	-	22	-
US/Canada Battery Warning Label	389-FKHG	-	22	-
Print on Demand Label	389-BDQH	-	22	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	22	-
Shipping Material (DAO)	340-DTSR	-	22	-
Shipping Label	389-BBUU	-	22	-
DAO Regulatory label for 260W PSU	389-FJYR	-	22	-

Driver/APP for IRST	658-BFTS	-	22	-
Intel Core Ultra 5 Processor Label	389-FGFR	-	22	-
Desktop BTS/BTP Shipment	800-BBIP	-	22	-
Dell Pro Slim Plus QBS1250	210-BPPF	-	22	-
No vPro(R) support	631-BCBP	-	22	-
EPEAT Silver with Climate+	379-BDTO	-	22	-
Fixed Hardware Configuration	998-HLLQ	-	22	-
8x DVD+/-RW/RAM 9.5mm Slimline Optical Disk Drive	429-BBCG	-	22	-
Internal speaker	520-BBKW	-	22	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	22	-
No Additional Video Ports	492-BCKH	-	22	-
No Option Included	340-ACQQ	-	22	-
No Media Card Reader	379-BBHM	-	22	-
NO RAID	817-BBBN	-	22	-
M.2 Caddy + ODD	325-BGHH	-	22	-
Dell Limited Hardware Warranty Plus Service	717-8784	-	22	-
ProSupport Plus: Accidental Damage Service, 3 Years	717-8804	-	22	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	717-8805	-	22	-
ProSupport Plus: 7x24 Technical Support, 3 Years	717-8806	-	22	-
ProSupport Plus: Next Business Day Onsite, 3 Years	717-8807	-	22	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	22	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	22	-
Dell Pro Slim Plus QBS1250	658-BFVK	-	22	-
No Additional Add In Cards	382-BBHX	-	22	-

Subtotal:	**$31,607.09**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$31,607.09**

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

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for Fourteen days from the date of this Quote. All products, pricing, and other information are based on the latest information available and are subject to change for any reason, including but not limited to tariffs imposed by government authorities, shortages in materials or resources, increase in the cost of manufacturing or other factors beyond Supplier's reasonable control. If such changes occur, pricing may be adjusted or purchase orders may be cancelled by Supplier, even after an order has been placed. Supplier also reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors and/or customer changes to Supplier's planned delivery date. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

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

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

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

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

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

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

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

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

Agenda Item No: 23

City Council
Agenda Supplement

Meeting Date: April 7, 2026

Item: Designation and Auction Sale of Surplus Property

Staff Recommendation: Motion to Adopt a Resolution:

1. Designating the items identified in Exhibit "A" as surplus property, and
2. Authorizing surplus items to be disposed of as designated in Exhibit "A," and
3. Authorizing the City Manager to execute an agreement with Obenauf Auction Service, Inc. for the sale of City surplus property, and
4. Authorizing surplus items not sold, donated, or whose proposed auction price is less than a scrap price, be scrapped in accordance with the City's scrap metal policy.

Staff Contact: Jodie Hartman, Director of Finance

Background:

The City of Crystal Lake periodically coordinates the selling of surplus City equipment. A list of property proposed as surplus, to be destroyed, dismantled or sold through a public online bidding process or brokerage sale, is attached as Exhibit "A". Exhibit "A" identifies a list of surplus non-utilized pieces of equipment which have been submitted by various City departments. The designation of equipment as surplus and subsequent auction sales of equipment provides the following benefits to the City:

1) Designating equipment as surplus allows the City the ability to make space available currently occupied by the non-utilized equipment.
2) Partnerships with auction firms minimizes the costs and time required to sell the equipment through a bidding process. These costs include advertising, publishing legal notification, and staff time required to show the equipment. The associated cost to the City by utilizing Obenauf Auction Service, Inc. is a 3% commission for all items sold.
3) Participation in auction sales provides an additional avenue for the sale of the surplus equipment and vehicles to increase the likelihood that the City will maximize its return on the sale of the items.

The items in Exhibit "A" marked for sale will be sold through auction by the City's broker, Obenauf Auction Service, Inc. Items marked as junk/destroy, scrap or dismantle for parts have been determined by the responsible department to have minimal or no value. Certain Police Department items have been marked for sale to an authorized retailer. Additionally, the IT Department has recommended the destruction of certain items to ensure any sensitive data is properly handled. The electronics recycler will provide the City with a certificate of destruction.

Recommendation:

It is the recommendation of staff to designate the items in Exhibit "A" as surplus, to authorize the City Manager to execute an agreement with Obenauf Auction Service, Inc. for the sale of the surplus items through a public online bidding process administered by Obenauf with a 3% sales commission for all items sold, and to authorize the destruction or dismantling of the surplus items as indicated.

Votes Required to Pass:

Simple majority

Res. 26R-

RESOLUTION

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

WHEREAS disposing of said items provides revenue and utilization of an online auction service increases the likelihood that the City will maximize its return on the sale of the items.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the items identified in Exhibit "A" be and are hereby designated as surplus; and

BE IT FURTHER RESOLVED that the surplus items are to be disposed of as designated in Exhibit "A;" and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute an agreement with Obenauf Auction Service, Inc. for auction services pertaining to items listed on "Exhibit A" for a 3% sales commission; and

BE IT FURTHER RESOLVED that any items not sold or whose proposed auction price is less than a scrap price, be scrapped in accordance with the City's scrap metal policy.

DATED this 7th day of April, 2026.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL
ATTEST

_____
CITY CLERK

PASSED: April 7, 2026
APPROVED: April 7, 2026

Draft

Exhibit A

DEPT	QTY	ITEM	YEAR	MAKE/MANUFACTOR	MODEL	SERIAL NO	DISPOSITION ACTION REQUIRED
PW	3	Mechanics tool Boxes		Various			Scrap/Junk
PW	5	Broken Floor jack, Jack Stand, and air lift jack		Norco and Unknown	82990B		Scrap/Junk
PW	3	Grey Metal Drawer Cabinets		Lyon			Sale to general public
PW	1	Battery Charger		Schumacher	SE-3000		Sale to general public
PW	1	Battery Charger		Marquette	32-185		Sale to general public
PW	1	Air Compressor and Air Dryer	2003	Ingersoll Rand	T30	30T602714	Sale to general public
PW	1	2015 Ford F-350	2015	Ford	F-350	1FTRF3B68FEB24831	Sale to general public
PD	1	Assault Riffle		Smith and Wesson	AR-15	SN76652	Sale to authorized retailer
PD	1	Assault Riffle		Smith and Wesson	AR-15	SN80557	Sale to authorized retailer
PD	1	Assault Riffle		Smith and Wesson	AR-15	SN81243	Sale to authorized retailer
PD	1	Assault Riffle		Smith and Wesson	AR-15	SN76657	Sale to authorized retailer
PD	1	Assault Riffle		Colt	AR-15	LE006949	Sale to authorized retailer
PD	1	Assault Riffle		Bushmaster	AR-15	L535032	Sale to authorized retailer
PD	1	Assault Riffle		Bushmaster	AR-15	BF1624719	Sale to authorized retailer
PD	1	Assault Riffle		Bushmaster	AR-15	BF1624307	Sale to authorized retailer
PD	1	19x19x42 Safe		dVault		00013925	Sale to general public
PD	1	In-Squad computer docking station		Havis		27306-0124	Junk/Destroy
PD	1	42x24x42 Kennel		Unknown			Sale to general public
PD	1	Power Washer		GBG Power	2000 PSI		Sale to general public
PD	1	Assault Riffle		Bushmaster	AR-15	BF1624534	Sale to authorized retailer
PD	1	Assault Riffle		Bushmaster	AR-15	BF1624539	Sale to authorized retailer
PD	1	Assault Riffle		Bushmaster	AR-15	L536142	Sale to authorized retailer
PD	1	Assault Riffle		Bushmaster	AR-15	BF1624741	Sale to authorized retailer
PD	1	Assault Riffle		Bushmaster	AR-15	BF1624344	Sale to authorized retailer
PD	1	Assault Riffle		Bushmaster	AR-15	BF1658370	Sale to authorized retailer
PD	1	Assault Riffle		Bushmaster	AR-15	BF1624546	Sale to authorized retailer
PD	1	Assault Riffle		Bushmaster	AR-15	L536201	Sale to authorized retailer
PD	1	Assault Riffle		Bushmaster	AR-15	BF1624566	Sale to authorized retailer
PD	1	Assault Riffle		Bushmaster	AR-15	BF1624737	Sale to authorized retailer
PD	1	Assault Riffle		Bushmaster	AR-15	BF1624531	Sale to authorized retailer
PD	1	Assault Riffle		Bushmaster	AR-15	BF1624567	Sale to authorized retailer
PD	1	Assault Riffle		Bushmaster	AR-15	L535034	Sale to authorized retailer
PD	1	Assault Riffle		Bushmaster	AR-15	L534972	Sale to authorized retailer
PD	1	Assault Riffle		Bushmaster	AR-15	L536129	Sale to authorized retailer
PD	1	Assault Riffle		Bushmaster	AR-15	BF1624701	Sale to authorized retailer
PD	1	Ballistic Shield		Protech	1934	1401DEF17	Junk/Destroy
PD	1	Ballistic Shield		Unknown	UIA	4344	Junk/Destroy
PD	6	Ballistic Helmets		United Shield	Sprint	Various	Junk/Destroy
PD	100	Body Armour		Various	Various	Various	Junk/Destroy
PD	1	Adjustable Bench		Unknown			Sale to general public
PD	1	Arm Curl Machine		Pyramid			Sale to general public
PD	1	45 Degree Leg Press Sled		Trotter		9315011	Sale to general public

DEPT	QTY	ITEM	YEAR	MAKE/MANUFACTOR	MODEL	SERIAL NO	DISPOSITION ACTION REQUIRED
PD	1	Preacher Curl Bench		Body Solid			Sale to general public
PD	1	Multi-Hip Machine		Pyramid			Sale to general public
PD	1	Medicine Ball Rebounder		Extreme Monkey			Sale to general public
PD	1	Punching Bag Stand and Bag		Everlast			Sale to general public
PD	1	Bench		Cybex International		X10-220543797-3913	Sale to general public
PD	1	Leg Curl/Extension Machine		Life Fitness			Sale to general public
PD	1	Adjustable Bench		Hammer Strength		6428	Sale to general public
PD	8	Video Recorders		Panasonic	WJ-VR30		Junk/Destroy
PD	1	In-Squad computer docking station		Havis		0317-9420-7450	Junk/Destroy
PD		Misc wiring and mounting brackets					Sale to general public
PD	1	Wrap Restraint System		Saferestraints			Junk/Destroy
IT	41	Batteries		Panasonic, APC and others	Various		Junk/Destroy
IT	11	Dell Lattitude PCs		Dell	Various		Junk/Destroy
IT	72	Dell Optiplex		Dell	Optiplex		Junk/Destroy
IT	13	Flip Phones		Kyocera	E4610		Junk/Destroy
IT	6	HP Laptops		HP	Elitebook		Junk/Destroy
IT	7	HP Probook Laptops		HP	Probook		Junk/Destroy
IT	5	Apple Ipads		Apple			Junk/Destroy
IT	53	Keyboards		Various	Various		Junk/Destroy
IT	4	Lenovo PCs		Lenovo	ThinkCentre		Junk/Destroy
IT	10	Acer Monitor		Acer/Lenovo/Asus/Dell			Junk/Destroy
IT	4	POS		POSX	EVO Highspeed		Junk/Destroy
IT	4	POS		POSX	ION-TP3		Junk/Destroy
IT	10	ScanSnap Printers		Fujitsu	iX500/iX1600/S1500		Junk/Destroy
IT	1	Server Rack		APC			Junk/Destroy
IT	1	Shredder		Panasonic			Junk/Destroy
IT	32	Toughbooks		Panasonic	CF-54		Junk/Destroy
IT	7	Toughbooks		Panasonic	FZ-55		Junk/Destroy

Agenda Item No: 24

City Council
Agenda Supplement

Meeting Date: April 7, 2026

Item: Bid Award – Williams Street and Esther Street Drainage Improvements

Staff Recommendation: Motion to award the bid for construction of the Williams Street and Esther Street Drainage Improvements to the lowest responsive and responsible bidder, Schroeder Asphalt Services, Inc., and adopt a Resolution authorizing the City Manager to execute a contract with Schroeder Asphalt Services, Inc. in the amount of $99,870.00, execute change orders for up to 10% of the contract amount, and approve warranted completion date change orders relating to the contract

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

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Background:

In 2017 the City developed a multi-year plan to address major flooding issues throughout the City. The majority of these projects have been completed. In developing the multi-year plan, the need to budget annually for smaller drainage projects was identified to reduce street and parkway flooding. Recent smaller stormwater projects completed by Public Works include infiltration structures on Clover Drive and on Eastgate Road. This spring, a small section of storm sewer will be installed at the intersection of Edgewater Drive and Clover Drive to alleviate parkway and sidewalk flooding. An additional project for 2026 will be improvements to the existing storm sewer at the intersection of Willams Street and Esther Street. This intersection receives stormwater from both streets and during heavy rain events the intersection and parkways flood. The project includes the installation of additional drainage structures to better capture roadway drainage, minor re-grading of the parkways and replacement of existing storm sewer under the pavement to improve stormwater flow.

On March 19, 2026, staff publicly opened and read aloud bids received for the Williams Street and Esther Street Drainage Improvements. The breakdown of bids is as follows:

Bidder	Bid Total
√ Schroeder Asphalt Services, Inc.	$99,870.00
D'Land Construction, LLC	$102,905.00
DK Contractors, Inc.	$103,551.00
Ganziano Sewer & Water, Inc.	$108,700.00
Copenhaver Construction, Inc.	$122,045.02
Martam Construction, Inc.	$122,217.00
Concept Plumbing, Inc.	$131,733.00

√ Indicates Recommended Lowest Responsive and Responsible Bidder

Recommendation:

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

City staff has reviewed the bids received for completeness and accuracy in accordance with the invitation to bid document. It is the recommendation of City staff to award the Williams Street and Esther Street Drainage Improvements contract to the lowest responsive and responsible bidder, Schroeder Asphalt Services, Inc., in the amount of $99,870.00.

The Public Works Department plans for various storm water drainage projects annually and funding for this project is included in the 2026 budget.

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS the CITY annually budgets for smaller scale drainage projects, to help mitigate the impacts of street and sidewalk flooding; and

WHEREAS during heavy rainfall events the intersection of Williams Street and Esther Street can become impassible; and

WHEREAS the CITY received and publicly opened bids for the Williams Street and Esther Street Drainage Improvement project on March 19, 2026; and

WHEREAS the lowest responsive and responsible bidder is Schroeder Asphalt Services, Inc., Marengo, 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 City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Schroeder Asphalt Services, Inc, Inc. for the Williams Street and Esther Street Drainage Improvement project in the bid amount of $99,870.00; and

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

DATED this 7th day of April, 2026.

Draft

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:

_____
Haig Haleblian, MAYOR

SEAL:

ATTEST:

_____
Nick Hammonds, CITY CLERK

PASSED: April 7, 2026
APPROVED: April 7, 2026

Draft

ESTHER & WILLIAMS DRAINAGE IMPROVEMENTS
Bid Opening: 3/19/26, 10:00am

				Engineers Estimate		Schroeder Asphalt Marengo, IL		D'Land Construction Algonquin, IL		DK Contractors Pleasant Prairie, WI		Ganziano Sewer & Water Woodstock, IL		Copenhaver Construction Union, IL		Martam Construction Elgin, IL		Concept Plumbing Palatine, IL	
IDOT NO.	PAY ITEM	UNIT	Qty.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
20101000	Tree Trunk Protection	Each	4	$250.00	$1,000.00	$125.00	$500.00	$115.00	$460.00	$132.00	$528.00	$25.00	$100.00	$100.00	$400.00	$150.00	$600.00	$112.00	$448.00
20101200	Tree Root Pruning	Each	2	$500.00	$1,000.00	$125.00	$250.00	$115.00	$230.00	$528.00	$1,056.00	$250.00	$500.00	$0.01	$0.02	$150.00	$300.00	$279.00	$558.00
21101625	Topsoil Furnish and Place, 6"	Sq Yd	350	$20.00	$7,000.00	$2.00	$700.00	$1.15	$402.50	$7.00	$2,450.00	$18.00	$6,300.00	$5.00	$1,750.00	$1.30	$455.00	$16.00	$5,600.00
25000110	Seeding, Class 1A	Sq Yd	350	$5.00	$1,750.00	$7.00	$2,450.00	$5.75	$2,012.50	$13.00	$4,550.00	$5.00	$1,750.00	$2.00	$700.00	$7.00	$2,450.00	$21.00	$7,350.00
*25100630	Erosion Control Blanket	Sq Yd	350	$5.00	$1,750.00	$7.00	$2,450.00	$5.75	$2,012.50	$2.00	$700.00	$5.00	$1,750.00	$2.00	$700.00	$7.00	$2,450.00	$11.00	$3,850.00
*42300100	Portland Cement Concrete Driveway Pavement, 6"	Sq Yd	25	$150.00	$3,750.00	$200.00	$5,000.00	$155.00	$3,875.00	$253.00	$6,325.00	$200.00	$5,000.00	$180.00	$4,500.00	$246.00	$6,150.00	$202.00	$5,050.00
*44000200	Driveway Pavement Removal	Sq Yd	25	$100.00	$2,500.00	$40.00	$1,000.00	$25.00	$625.00	$14.00	$350.00	$10.00	$250.00	$50.00	$1,250.00	$28.00	$700.00	$16.00	$400.00
44002224	Hot-Mix Asphalt Removal Over Patches, 6"	Sq Yd	12	$40.00	$480.00	$100.00	$1,200.00	$100.00	$1,200.00	$1.00	$12.00	$10.00	$120.00	$20.00	$240.00	$66.00	$792.00	$20.00	$240.00
*44301759	Class D Patch, 6" (Special)	Sq Yd	70	$125.00	$8,750.00	$150.00	$10,500.00	$201.00	$14,070.00	$147.00	$10,290.00	$175.00	$12,250.00	$120.00	$8,400.00	$148.00	$10,360.00	$258.00	$18,060.00
48100300	Aggregate Shoulders, Type A 4"	Sq Yd	25	$100.00	$2,500.00	$50.00	$1,250.00	$105.00	$2,625.00	$45.00	$1,125.00	$35.00	$875.00	$20.00	$500.00	$38.00	$950.00	$32.00	$800.00
*55100500	Storm Sewer Removal, 12"	Foot	95	$25.00	$2,375.00	$38.00	$3,610.00	$15.00	$1,425.00	$37.00	$3,515.00	$25.00	$2,375.00	$20.00	$1,900.00	$21.00	$1,995.00	$13.00	$1,235.00
60200074	Inlets, Type A, Type 3V Frame & Grate	Each	1	$5,000.00	$5,000.00	$1,965.00	$1,965.00	$2,800.00	$2,800.00	$2,896.00	$2,896.00	$3,250.00	$3,250.00	$3,100.00	$3,100.00	$3,340.00	$3,340.00	$3,878.00	$3,878.00
*60200105	Catch Basins, Type A, 4' Diameter, Neenah R-2504	Each	1	$7,500.00	$7,500.00	$3,100.00	$3,100.00	$4,600.00	$4,600.00	$4,248.00	$4,248.00	$5,000.00	$5,000.00	$6,700.00	$6,700.00	$5,860.00	$5,860.00	$7,976.00	$7,976.00
*60220200	Manholes, Type A, 4' Diameter, R-2504-G	Each	2	$6,500.00	$13,000.00	$4,000.00	$8,000.00	$5,200.00	$10,400.00	$5,298.00	$10,596.00	$5,000.00	$10,000.00	$6,500.00	$13,000.00	$5,860.00	$11,720.00	$5,880.00	$11,760.00
67100100	Mobilization	L Sum	1	$25,000.00	$25,000.00	$4,000.00	$4,000.00	$6,000.00	$6,000.00	$14,552.00	$14,552.00	$12,000.00	$12,000.00	$6,000.00	$6,000.00	$7,000.00	$7,000.00	$2,832.00	$2,832.00
78000400	Thermoplastic Pavement Marking - Line 6"	Foot	60	$10.00	$600.00	$19.00	$1,140.00	$19.00	$1,140.00	$24.00	$1,440.00	$20.00	$1,200.00	$20.00	$1,200.00	$40.00	$2,400.00	$21.00	$1,260.00
78000650	Thermoplastic Pavement Marking - Line 24"	Foot	15	$50.00	$750.00	$75.00	$1,125.00	$72.50	$1,087.50	$32.00	$480.00	$40.00	$600.00	$75.00	$1,125.00	$105.00	$1,575.00	$64.00	$960.00
*X2800500	Inlet Protection (Special)	Each	6	$200.00	$1,200.00	$250.00	$1,500.00	$300.00	$1,800.00	$208.00	$1,248.00	$250.00	$1,500.00	$200.00	$1,200.00	$275.00	$1,650.00	$352.00	$2,112.00
*X7010214	Traffic Control & Protection	L Sum	1	$7,500.00	$7,500.00	$9,500.00	$9,500.00	$10,000.00	$10,000.00	$2,111.00	$2,111.00	$5,000.00	$5,000.00	$16,000.00	$16,000.00	$10,000.00	$10,000.00	$3,790.00	$3,790.00
*Z0013798	Construction Layout	L Sum	1	$2,500.00	$2,500.00	$5,000.00	$5,000.00	$1,200.00	$1,200.00	$1.00	$1.00	$2,000.00	$2,000.00	$4,000.00	$4,000.00	$6,500.00	$6,500.00	$1,004.00	$1,004.00
*Z0018700	Structures to be Removed	Each	3	$750.00	$2,250.00	$2,000.00	$6,000.00	$500.00	$1,500.00	$572.00	$1,716.00	$500.00	$1,500.00	$600.00	$1,800.00	$650.00	$1,950.00	$670.00	$2,010.00
*Z0019500	Parkway Infiltration Trench	Each	1	$3,000.00	$3,000.00	$3,150.00	$3,150.00	$1,500.00	$1,500.00	$4,082.00	$4,082.00	$500.00	$500.00	$5,000.00	$5,000.00	$4,500.00	$4,500.00	$23,100.00	$23,100.00
*NA	Storm Sewer , 12" (PVC SDR-26)	Foot	140	$125.00	$17,500.00	$82.00	$11,480.00	$121.00	$16,940.00	$102.00	$14,280.00	$142.00	$19,880.00	$197.00	$27,580.00	$168.00	$23,520.00	$89.00	$12,460.00
*NA	Items Ordered by the Engineer	Dollar	15000	$1.00	$15,000.00	$1.00	$15,000.00	$1.00	$15,000.00	$1.00	$15,000.00	$1.00	$15,000.00	$1.00	$15,000.00	$1.00	$15,000.00	$1.00	$15,000.00
	TOTAL				**$133,655.00**		**$99,870.00**		**$102,905.00**		**$103,551.00**		**$108,700.00**		**$122,045.02**		**$122,217.00**		**$131,733.00**

Agenda Item No: 25

City Council
Agenda Supplement

Meeting Date: April 7, 2026

Item: Adoption of a 25 mile per hour (mph) speed limit on N. Main Street from Crystal Lake Avenue to Woodstock Street and a 35 mph speed limit on S. Main Street between Congress Parkway and US Route 14 (Northwest Highway)

Staff Recommendation: Motion to amend the City Code instituting a 25 mph speed limit on N. Main Street from Crystal Lake Avenue to Woodstock Street and a 35 mph speed limit on S. Main Street between Congress Parkway and US Route 14 (Northwest Highway)

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

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Background:
There are four (4) different speed limits on Main Street between Virginia Road and Illinois Route 176 (see exhibit below). With the improvements to Depot Park expected to increase pedestrian activity and the proposed new Pulte residential development north of Congress Parkway, staff reviewed the speed limits between US Route 14 (Northwest Highway) and the Union Pacific Railroad (UPRR) tracks. A review of driveways, pedestrian traffic, speeds and volumes were collected.

In the past, speed limits have been set based on adjustments to the 85th percentile speed (speed 85% of traffic is traveling at or below). New guidelines now include the 50th percentile speed, recognizing that pedestrian and bicycle safety are important considerations in setting speed limits, especially in suburban areas. The context (land use) is also a consideration. The Federal Highway Administration (FHWA) provides a software tool to assist municipalities in making speed limit decisions. In addition to speeds, daily traffic volume, crash experience, roadway characteristics, surrounding development, on-street parking, and pedestrian/bicycle activity is included in the analysis. This software tool represents current "state of the practice" with respect to establishing speed limits.

After analyzing the relevant data for N. Main Street between Crystal Lake Avenue and the UPRR tracks into the FHWA tool, the recommended speed limit for this segment is 25 mph. This would match the current speed limit north of the tracks. Staff also evaluated the section of Main Street between US Route 14 (Northwest Highway) and Crystal Lake Avenue. Based on the FHWA

analysis, a 35-mph speed limit is currently warranted between US Route 14 (Northwest Highway) and Congress Parkway.

The section of Main Street between Crystal Lake Avenue and Congress Parkway will remain at 40 mph. With the proposed Pulte development (approximately 174 homes) adjacent to Main Street and plans for a future sidewalk along the east side of Main Street between the proposed Pulte development and downtown, staff will continue to monitor this section of street to ensure the speed limit is appropriate in the future.



Recommendation

Staff recommends the City Code be revised to establish a speed limit of 25 mph along N. Main Street from Crystal Lake Avenue to Woodstock Street and a speed limit of 35 mph on S. Main Street between Congress Parkway and US Route 14 (Northwest Highway).

Votes Required to Pass:

Simple majority

ORDINANCE

WHEREAS, Section 11-601 of the Illinois Vehicle Code (625 ILCS 5/11-601) establishes general speed restrictions upon highways within the State of Illinois; and

WHEREAS, Section 11-604 of the Illinois Vehicle Code (625 ILCS 5/11-604) authorizes local authorities to alter the general speed restrictions by reducing the speed limitation within urban districts to not less than 20 miles per hour and to decrease the speed limitation to not less than 25 miles per hour within a residence district; and

WHEREAS, section 496-42 of the City Code establishes the speed restrictions for the City; and

WHEREAS, based upon investigations performed by engineering staff of the City, the Mayor and City Council has determined that it would be appropriate and in the best interests of the health safety and welfare of the residents of and visitors to the City of Crystal Lake to amend Section 496-42 of the City Code in order to reduce the speed restriction along N. Main Street from Crystal Lake Avenue to Woodstock Street from 30 miles per hour to 25 miles per hour and reduce the speed restriction along S. Main Street between Congress Parkway and US Route 14 (Northwest Highway) from 40 miles per hour to 35 miles per hour.

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NOW, THEREFORE, BE IT ORDAINED BY THE ACTING MAYOR AND THE CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, as follows,

SECTION I: The foregoing recitals are incorporated as though fully set forth herein.

SECTION II: Section 496-42(A)(6) of the City Code is hereby amended to change the speed limit on N. Main Street from Crystal Lake Avenue to Woodstock Street from 30 mph to 25 mph and to change the speed limit on S. Main Street from Congress Parkway to US Route 14 (Northwest Highway) from 40 mph to 35 mph.

SECTION III: That suitable signs and markers shall be erected consistent with the speed limits posted herein.

SECTION IV: All ordinances or parts of ordinances in conflict are hereby repealed.

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

DATED at Crystal Lake, Illinois, this 7th day of April, 2026.

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
Nick Hammonds, CITY CLERK

PASSED: April 7, 2026
APPROVED: April 7, 2026

Published in pamphlet form by the authority of the Mayor and City Council of the City of Crystal Lake.

Draft

Agenda Item No: 26

City Council
Agenda Supplement

Meeting Date: April 7, 2026

Item: Designation of two (2) Backhoe Loaders as Surplus, Authorization of two (2) Backhoe Loader Trade-ins, and Purchase of two (2) Backhoe Loaders Using Sourcewell Purchasing Cooperative Contract #011723

Staff Recommendation:

1. Motion to adopt a Resolution designating the 2011 Case 590 Super N Backhoe Loader and 2013 Case 590 Super N Backhoe Loader as surplus property, and authorizing the City Manager to approve their trade-in for a credit of $39,000 for the 2011 Case 590 Super N Backhoe Loader and for a credit of $41,000 for the 2013 Case 590 Super N Backhoe Loader as part of a purchase agreement for two (2) 2026 Case 590 Super N Backhoe Loaders

2. Motion to adopt a Resolution authorizing the City Manager to execute an agreement with McCann Industries, Inc., Wauconda, Illinois, for the trade-in of one (1) 2011 Case 590 Super N Backhoe Loader and one (1) 2013 Case 590 Super N Backhoe Loader, and for the purchase and delivery of two (2) new 2026 Case 590 Super N Backhoe Loaders in the total amount of $275,767.00 after the trade-in price reduction of $80,000, using Sourcewell purchasing cooperative contract #011723-CNH. The City Manager is further authorized to execute change orders not to exceed 10% of the contract amount and to approve warranted completion date extensions related to the contract

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

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Background:

The Public Works Department budget for 2026 includes funds for the replacement of its 2011 Case 590 SN Backhoe Loader and 2013 Case 590 SN Backhoe Loader, which are used extensively in the Street Division and Water & Sewer Division. Backhoe loaders are critical pieces of equipment for the Public Works Department and are utilized year-round for maintenance and emergency operations, including water and sanitary sewer repairs, asphalt repairs, and brush collection.

The 2011 Case 590 SN Backhoe Loader has been in operation for fifteen years, and the 2013 Case 590 SN Backhoe Loader has been in operation for thirteen years. Both loaders require replacement to maintain an efficient and effective fleet. This determination was based on a Vehicle Replacement Evaluation conducted by the Public Works Department Fleets & Facilities Division. Heavy equipment has a typical service life of 10 – 12 years.

Upon reviewing the needs of the division and the intended function of the equipment to be replaced, the Public Works Department has determined that replacing the 2011 Case 590 SN Backhoe Loader and the 2013 Case 590 SN Backhoe Loader each with new 2026 Case 590SN Backhoe Loaders is in the best interest of the City.

Staff researched alternative equipment and market pricing and recommends the contract pricing provided by CNH Industrial America LLC (Case Construction) through the Sourcewell contract #011723-CNH as the most advantageous to the City. This purchase will be made through an agreement with McCann Industries, Inc of Wauconda, Illinois, the regional Case Construction representative. Sourcewell contract #011723-CNH provides the City with an overall discount of $121,074.00 off the purchase price of two 2026 Case 590SN Backhoe Loaders. The trade-in credit for the 2011 Case 590 SN Backhoe Loader and the 2013 Case 590 SN Backhoe Loader is offered separately from the purchasing cooperative contract pricing and will further reduce the overall cost of the two new 2026 Case 590SN Backhoe Loaders by $80,000.00. Staff reviewed the trade-in offer against data available for similar equipment and has determined the offer to be reasonable. The discounted pricing available through the cooperative contract, as well as the trade-in pricing and details about the wheel loader to be declared surplus, are illustrated in the tables below.

Equipment for Surplus & Trade-in	Serial Number	Hours/Miles
2011 Case 590 Super N Backhoe Loader	JJGN59SNEBC546355	3,629
2013 Case 590 Super N Backhoe Loader	JJGN59SNJDC591175	3,451

Equipment for Purchase	Purchase Price Including Upfit and Warranty	Sourcewell Discount	Trade-in Credit	Total Price After Cooperative Discount & Trade-in (Incl Warranty)
2026 Case Super N Backhoe Loader	$241,658.00	$60,537.00	$39,000.00	$142,121.00
2026 Case Super N Backhoe Loader	$235,183.00	$60,537.00	$41,000.00	$133,646.00

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

Recommendation:

The Public Works Department recommends designating the 2011 Case 590 SN Backhoe Loader and the 2013 Case 590 SN Backhoe Loader as surplus and authorizing the City Manager, upon their review and approval of the trade-in offer for the 2011 Case 590 SN Backhoe Loader and the 2013 Case 590 SN Backhoe Loader, to enter into an agreement with McCann Industries, Inc. for the trade-in of the 2011 Case 590 SN Backhoe Loader and the 2013 Case 590 SN Backhoe Loader

at a value of $80,000.00 and for the pricing and delivery of two (2) new 2026 Case 590SN Backhoe Loaders. This purchase will be made using Sourcewell contract #011723-CNH for a total amount of $275,767.00, after applying the trade-in price reduction. Trade-in pricing is not negotiated as part of the Sourcewell contract. Funding for this equipment purchase is in the FY2026 Budget.

Votes Required to Pass:
Simple Majority

Res.

RESOLUTION

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

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

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

WHEREAS Public Works Department's 2011 Case 590 Super N Backhoe Loader and 2013 Case 590 Super N Backhoe Loader have been evaluated by City staff and have been determined to be in need of replacement in order to maintain efficient and operable equipment for use by the Public Works Department in conducting maintenance and emergency operations; and

WHEREAS the City has budgeted for the replacement of vehicles and equipment during the 2026 fiscal year, including vehicles and equipment within the Public Works Department; and

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

WHEREAS contract #011723-CNH, provided through the Sourcewell purchasing cooperative, offers pricing for the purchase and delivery of two (2) new 2026 Case 590 Super N Backhoe Loaders as specified by the Public Works Department; and

WHEREAS City staff have determined that the 2011 Case 590 Super N Backhoe Loader and the 2013 Case 590 Super N Backhoe Loader should be replaced with two (2) new 2026 Case 590 Super N Backhoe Loaders; and

Draft

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

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

BE IT FURTHER RESOLVED that the Public Works Department's 2011 Case 590 Super N Backhoe Loader and 2013 Case 590 Super N Backhoe Loader are hereby designated as surplus; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized, upon the City Manager's review of a trade-in offer, to approve a trade-in offer for the 2011 Case 590 Super N Backhoe Loader and the 2013 Case 590 Super N Backhoe Loader; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute an agreement between the CITY OF CRYSTAL LAKE and McCann Industries, Inc. of Wauconda, Illinois using Sourcewell purchasing cooperative contract #011723-CNH for the pricing and delivery of two (2) new 2026 Case 590 Super N Backhoe Loaders in the total amount of $275,767.00, which includes the $39,000.00 trade-in credit for the 2011 Case 590 Super N Backhoe Loader and $41,000.00 for the 2013 Case 590 Super N Backhoe Loader, offered by McCann Industries, Inc.; and

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

DATED this 7th day of April, 2026.

Draft

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:

_____

Haig Haleblian, MAYOR

SEAL:

ATTEST:

_____
Nick Hammonds, CITY CLERK

PASSED: April 7, 2026
APPROVED: April 7, 2026

Draft

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March 24th, 2026

The City of Crystal Lake Public Works Department
100 W. Woodstock St.
Crystal Lake, IL 60014
Attn: Kevi Hill - Fleets and Facilities Supervisor

#438

Mr. Hill,

It's our pleasure to provide pricing for (1) New 2026 CASE 590SN Loader Backhoe with specified equipment and the Hydraulic Thumb.
The Sourcewell Contract allows discount of 28% off of the Case list pricing - good to 4/14/2027.
Note: Case list pricing is subject to change prior to receiving a formal purchase order.

The New 590SN Backhoe is quoted with: 2-Door Cab w-Heat & AC, LED Light Pkg., Front Fenders, Ride Control, Comfort Steer, Premium Air Heated Seat, Backhoe Pilot Controls w-Power Lift, 4-Wheel Drive, Extendahoe, Integrated Hydraulic Backhoe Coupler, (1) 24" H.D. Backhoe Bucket, 14x17.5 Front Tires, 21Lx24 Rear Tires, 1-Way-2-Way Backhoe Auxiliary Hydraulics, Flip-Over Stabilizer Pads, and (1) Q.C. 93" 4 in 1 Multi-Purpose Loader Bucket w-Bolt-On Edges. If you option the 3rd Year / 3,000 Hour Warranty* - it is a Zero Deduct - Full Machine Warranty, subject to the Inclusions & Exclusions of the plan details. We will provide the specific details of the coverage.

$216,203.00 - Total Factory List Price
(60,537.00) - Less 28% Sourcewell Discount / Contract #011723 – Valid to 4/14/2027
$155,666.00 - Sub-Total
$ 1,975.00 - Factory Freight
$ 1,885.00 - Dealer Prep
$ 9,475.00 - 93" Quick Coupler 4-in-1 Bucket w-Replaceable Edges
$ 6.475.00 - Install the Case Hydraulic Thumb Kit
$ 1,675.00 - Install - LED (4) Corner Strobes
$ NC - Thumb Drive w-Service, Parts, CDs, Operators Book
$ NC - 2 Hours Tech Training
$ NC - Operator Instruction
$ 650.00 - Local Transport
$177,801.00 - Sub-Total
(39,000.00) - Less Trade of #438, 2011 Case 590SN Loader Backhoe with approximately 3,700 Hours
$138,801.00 - Total Delivered Price

Optional Warranty if settled with the Backhoe.
$3,320.00 - 3 YEAR/3000 Hour Government Program Warranty.

Please call with any questions.

total
$142,121

Respectfully,
Dennis J. Tovar

Dennis Tovar – Territory Manager / Heavy Equipment Group
Mobile: (630) 774-8830 | Email: dtovar@mccannonline.com
McCann Industries Inc., 1350 N. Rand Rd. / Wauconda, IL 60084
WAUCONDA - ADDISON and Bolingbrook Equipment Parts and Service Centers
Mike Hart, Wauconda Service Manager / Dir. Line 815-528-9175
Rob Leo, Parts Manager / Dir. Line 815-528-9176

March 25, 2026

The City of Crystal Lake Public Works Department
100 W. Woodstock St.
Crystal Lake, IL 60014
Attn: Kevi Hill - Fleets and Facilities Supervisor

#551

Mr. Hill,

It's our pleasure to provide pricing for (1) New 2026 CASE 590SN Loader Backhoe with the equipment as specified below.
The Sourcewell Contract allows discount of 28% off of the Case list pricing - good to 4/14/2027.
Note: Case list pricing is subject to change prior to receiving a formal purchase order.

The New 590SN Backhoe is quoted with: 2-Door Cab w-Heat & AC, LED Light Pkg., Front Fenders, Ride Control, Comfort Steer, Premium Air Heated Seat, Backhoe Pilot Controls w-Power Lift, 4-Wheel Drive, Extendahoe, Integrated Hydraulic Backhoe Coupler, (1) 24" H.D. Backhoe Bucket, 14x17.5 Front Tires, 21Lx24 Rear Tires, 1-Way-2-Way Backhoe Auxiliary Hydraulics, Flip-Over Stabilizer Pads, and (1) Q.C. 93" 4 in 1 Multi-Purpose Loader Bucket w-Bolt-On Edges. If you option the 3rd Year / 3,000 Hour Warranty* - it is a Zero Deduct - Full Machine Warranty, subject to the Inclusions & Exclusions of the plan details. We will provide specific details of the coverage.

$216,203.00 - Total Factory List Price
(60,537.00) - Less 28% Sourcewell Discount / Contract #011723 – Valid to 4/14/2027
$155,666.00 - Sub-Total
$ 1,975.00 - Factory Freight
$ 1,885.00 - Dealer Prep
$ 9,475.00 - 93" Quick Coupler 4-in-1 Bucket w-Replaceable Edges
$ 1,675.00 - Install - LED (4) Corner Strobes
$ NC - Thumb Drive w-Service, Parts, CDs, Operators Book
$ NC - 2 Hours Tech Training
$ NC - Operator Instruction
$ 650.00 - Local Transport
$171,326.00 - Sub-Total
(41,000.00) - Less Trade of #551, 2013 Case 590SN Loader Backhoe with approximately 3,500 Hours.
$130,326.00 - Total Delivered Price

total
#133,646

Optional Warranty if settled with the Backhoe.
$3,320.00 - 3 YEAR/3000 Hour Government Program Warranty.

Please call with any questions.

Respectfully,
Dennis J. Tovar

Dennis Tovar – Territory Manager / Heavy Equipment Group
Mobile: (630) 774-8830 | Email: dtovar@mccannonline.com
McCann Industries Inc., 1350 N. Rand Rd. / Wauconda, IL 60084
WAUCONDA - ADDISON and Bolingbrook Equipment Parts and Service Centers
Mike Hart, Wauconda Service Manager / Dir. Line 815-528-9175
Rob Leo, Parts Manager / Dir. Line 815-528-9176

Agenda Item No: 27

City Council
Agenda Supplement

Meeting Date: April 7, 2026

Item: Bid Award – Generator and Transfer Switch Replacements at Sanitary Sewer Pump Stations No. 21, No. 23, and No. 25

Staff Recommendation:

1. Motion to adopt a Resolution rejecting all bids from the February 6, 2026 bid opening for the Generator and Transfer Switch Replacements at Sanitary Sewer Pump Stations No. 21, No. 23, and No. 25

2. Motion to award the bid for the Generator and Transfer Switch Replacements at Sanitary Sewer Pump Stations No. 21, No. 23, and No. 25 to the lowest responsive and responsible bidder, Ganziano Sewer & Water, Inc., and adopt a Resolution authorizing the City Manager to execute a contract with Ganziano Sewer & Water, Inc. in the amount of $582,000.00, execute change orders for up to 10% of the contract amount, and approve warranted completion date change orders relating to the contract

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

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Background:

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

Most of these pump stations, including Sanitary Pump Stations No. 21, 23, and 25, are equipped with permanent emergency generators, allowing uninterrupted operation during power outages to prevent sewer overflows and residential sewage backups. Sanitary Pump Stations No. 21, 23, and 25 are located at 164 S IL Route 31, 1434 Bridgedale Rd., and 1024 Saddle Creek Ln., respectively.

The generators at Sanitary Pump Stations No. 21 and 23 are 39 years old, while the generator at Sanitary Pump Station No. 25 is 36 years old. These generators are at the end of their service life and are original to the construction of the pump stations. The existing generators run on diesel fuel, supplied by a 50-gallon "day tank" at each station.

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

On February 6, 2026, staff publicly opened and read aloud bids received for the Generator and Transfer Switch Replacements at Sanitary Sewer Pump Stations No. 21, No. 23, and No. 25. Three bids were received at this opening. Of the bids received two of the three bids contained errors in the submitted bid documents that would have affected the outcome of the bid. City staff reviewed the project, the bids received and associated bid documents and determined that the project should be re-bid in an effort to solicit multiple accurate and competitive bids.

On March 13, 2026, the City of Crystal Lake publicly opened and read aloud the bids received for Generator and Transfer Switch Replacements at Sanitary Sewer Pump Stations No. 21, No. 23, and No. 25. The bid results are listed below:

Bidder	Bid Total
√ Ganziano Sewer & Water, Inc.	$582,000.00
T Construction Consulting, LLC	$748,770.00

√ Indicates Recommended Lowest Responsive and Responsible Bidder

Recommendation:

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 Public Works Department has reviewed all bids received for completeness and accuracy in accordance with the invitation to bid document. Based on this assessment and after reviewing references for Ganziano Sewer & Water, Inc. staff recommends awarding the for the Generator and Transfer Switch Replacements at Sanitary Sewer Pump Stations No. 21, No. 23, and No. 25. contract to the lowest responsive, responsible bidder, Ganziano Sewer & Water, Inc. Funding for this project is included in the fiscal year 2026 budget.

Votes Required to Pass:

Simple majority

RESOLUTION

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

WHEREAS the CITY, received and publicly opened the bids for the Generator and Transfer Switch Replacements at Sanitary Sewer Pump Stations No. 21, No. 23, and No. 25 on February 6, 2026 where two of the three bids received contained errors in the submitted bid documents that would have affected the outcome of the bid; and

WHEREAS CITY staff reviewed the project, the bids received, and associated bid documents and determined that the project should be re-bid in an effort to solicit multiple accurate and competitive bids; and

WHEREAS the CITY then re-bid the project and received and publicly opened bids for Generator and Transfer Switch Replacements at Sanitary Sewer Pump Stations No. 21, No. 23, and No. 25 on March 13, 2026; and

WHEREAS the lowest responsive and responsible bidder is Ganziano Sewer & Water, Inc., Woodstock, 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 bids of February 6, 2026 are hereby rejected for the Generator and Transfer Switch Replacements at Sanitary Sewer Pump Stations No. 21, No. 23, and No. 25; and

BE IT RESOLVED that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Ganziano Sewer & Water, Inc. for Generator

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and Transfer Switch Replacements at Sanitary Sewer Pump Stations No. 21, No. 23, and No. 25 in the bid amount of $582,000.00; and

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

DATED this 7th day of April, 2026.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
Nick Hammonds, CITY CLERK

PASSED: April 7, 2026
APPROVED: April 7, 2026

Draft

THE CITY OF CRYSTAL LAKE

CONTRACT FOR THE

GENERATOR AND ATS REPLACEMENTS AT LIFT STATIONS 21, 23, AND 25

BIDDER'S PROPOSAL

Full Name of Bidder Ganziano Sewer & Water Inc. ("Bidder")

Principal Office Address 14020 Pleasent Valley Road Woodstock, IL 60098

Local Office Address N/A

Contact Person Joe Ganziano Telephone 912.210.3327

TO: The City of Crystal Lake ("Owner")
100 W. Woodstock Street
Crystal Lake, Illinois 60045

Attention: Michael Wisinski – Public Works Manager
SEALED BID: Generator and ATS Replacements at Lift Stations 21, 23, And 25

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. **Work Proposal**

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the **Generator and ATS Replacements at Lift Stations 21, 23, And 25**; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates

SCHEDULE OF PRICES

A. UNIT PRICE CONTRACT

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

COMPLETE TABLE AS INDICATED

Item	Unit	Price
Lift Station 21 Generator and ATS Replacement	LS	$ 149,000.00
Lift Station 23 Generator and ATS Replacement	LS	$ 149,000.00
Lift Station 25 Generator and ATS Replacement	LS	$ 149,000.00
Allowance #1 – Gas Service Entrance (26 21 00)	-	$90,000.00
Allowance #2 – Remote Facilities Telemetry (40 97 00)	-	$45,000.00

TOTAL CONTRACT PRICE:

Five Hundred Eighty Two Thousand (in writing) Dollars and Zero (in writing) Cents

582,000 (in figures) Dollars and 00 (in figures) Cents

D. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price

Agenda Item No: 28

City Council
Agenda Supplement

Meeting Date: April 7, 2026

Item: Proposal Award - Mosquito Management Services

Staff Recommendation: Motion to award the proposal for Mosquito Management Services to the most qualified, responsible and responsive proposer, Clarke Environmental Mosquito Management, Inc., and adopt a Resolution authorizing the City Manager to execute a one-year base contract and up to six optional, one-year extensions with Clarke Environmental Mosquito Management, Inc. in the submitted amounts with a 10% contingency for changes in scope.

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

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Background:
At the March 6, 2001, regular City Council meeting, the Council accepted the recommendations of the Ad Hoc Mosquito Abatement Adulticiding Review Committee. The recommendations focused on monitoring potential breeding sites and pre-hatch larvacide treatment applications at these sites to eliminate as many mosquitoes as possible before they develop into adults, therefore, minimizing the need for adulticide application. Briefly, the program provides for:

Surveillance and monitoring:

- Two (2) virus isolation traps are set to collect for *Culex* mosquitoes. These mosquitoes are collected and pooled and sent to an independent laboratory for virus isolation. In the United States, West Nile virus is transmitted primarily by members of the *Culex* species of mosquito.

- Operation of six (6) light traps within the City of Crystal Lake determine density and distribution of mosquito populations. The City is divided into six (6) zones which allows adulticiding, based upon trap readings in each individual zone.

Larval Control:

- Larval Site Monitoring: 13 inspections, which include four (4) complete inspections of 217 sites; six (6) targeted inspections of up to 94 sites; one (1) woodland pool inspection of 27

sites; two (2) *Culex* targeted inspections of up to 86 sites; and inspection of sites called in by residents to the contractor.

- Larviciding by ground (hand and backpack) or air (helicopter) of sites found developing larvae during larval site monitoring using Spheratax® or Natular® for biorational control.

- Three (3) aerial prehatch applications with Spheratax® or Natular® of 155 acres of historical breeding areas.

- Three (3) treatments of 3,200 catch basins with Natular®G30 or 30-day sustainable biorational insecticide.

- One (1) treatment of up to 32 backyard catch basins called in by residents in two prior years using an extended residual slow release insecticide for control of up to 150 days.

Adult Mosquito Management:

- Based on the recommendations of the Ad Hoc Mosquito Abatement Adulticiding Review Committee, targeted adulticiding would only occur if the larviciding measures were not effective. Targeted adulticiding would occur only after a count of 150 female mosquitoes in light traps on two consecutive measurements.

- Once these targeted amounts are received from the contractor, staff will inform the Council that the threshold has been met. If four or more Council members object to the adulticiding, then it will not proceed.

- Treatments will also be scheduled for City fireworks and lakeside festivals using a synthetic pyrethroid insecticide.

- As in previous years, whenever adulticiding is scheduled, City staff will provide public notice through the City's website, social media, and other online communication channels to keep residents informed of upcoming activities. The City's website will also maintain up-to-date information on the status of mosquito abatement efforts.

The City's proactive program of larval control, surveillance, and adult mosquito control reduces the risk of mosquito bites compared to no-treatment strategies. This proactive approach has been especially significant in light of the threat posed by the West Nile virus. The City's mosquito abatement program focuses on decreasing the risk of West Nile virus transmission, as well as reducing general mosquito annoyance levels. Virus isolation traps and the treatments applied to the 3,200 catch basins are primarily targeted at the *Culex pipiens* mosquito. This species, often referred to as the "house mosquito" because it commonly develops in small containers around the home, is the primary transmitter of the West Nile virus in the United States. If West Nile virus levels increase in the area, the contractor may recommend that the City complete a citywide adulticiding application. The remainder of the program focuses on other nuisance mosquito species.

Additionally, weekly sprays are conducted overnight at Three Oaks Recreation Area. This ensures the mosquito nuisance is reduced for patrons during summer months. The area surrounding the Lakeside Festival is also sprayed to reduce nuisance during the festival and fireworks.

Proposal Evaluation

The Public Works Department followed the City's Purchasing Policy to solicit proposals from mosquito control service providers for this program. Staff adhered to the City's procurement policies and advertised the mosquito control program Request for Proposals (RFP) in the newspaper and on QuestCDN, a web-based bid and proposal solicitation service that attracts both local and national vendors and contractors. The work associated with a mosquito control program is highly specialized and seasonal, and there are a limited number of regional vendors qualified to perform this work. While two mosquito control vendors downloaded the RFP, only Clarke Environmental Mosquito Management, Inc.—the City's current mosquito control service provider—submitted a proposal.

Required proposal documentation included the vendor's background and general information on their operations; resumes and operational locations; a list of current Illinois Department of Agriculture licensed applicators; examples of work completed in Illinois; a customer service response system; the location of their accredited laboratory for mosquito testing; and their Rusty Patched Bumble Bee (endangered species) protocol.

The following provides a breakdown of the pricing provided by Clarke Environmental Mosquito Management, Inc. for Mosquito Management Services. City-wide misting cost is an estimate. Actual cost will be based on the per mile rate

Service Provider	Annual Program	City-wide Misting Application	Three Oaks Weekly Application
√ Clarke Environmental Mosquito Management, Inc.	$100,000.00	$65.00 per mile (≈ 200 miles) = $13,000.00 per application	$125.00 per applicatoin

√ Indicates the recommended service provider

The base term of this contract will be one-year, and it will provide for up to six optional one-year extensions. Optional Year pricing will increase each year according to the Chicago-Naperville-Elgin, IL-IN-WI, CPI All Items Index 12-month percentage change, not seasonally adjusted, for October of the previous calendar year, as reported in November by the U.S. Bureau of Labor Statistics.

Recommendation:

This contract is being presented pursuant to a request for proposal (RFP) process. Under such process, the contract is to be awarded to the vendor whose proposal "will be the most advantageous to the City." The City staff has reviewed the proposal received and determined that Clarke Environmental Mosquito Management, Inc. is the most well-suited for the required services.

Clarke Environmental Mosquito Management, Inc. has been the City's Mosquito Management Services provider since 2001, and the City has been satisfied with their services.

Mosquito management is an annual program and funds for this work are budgeted each year.

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS, the CITY OF CRYSTAL LAKE has identified the need to provide mosquito management services to assist in protecting the public health; and

WHEREAS the CITY received proposals for mosquito management services on March 23, 2026; and

WHEREAS, the most qualified, responsible, and responsive proposer was Clarke Environmental Mosquito Management, Inc, St. Charles, 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 Clarke Environmental Mosquito Management, Inc following the pricing in the submitted fee; and

BE IT FURTHER RESOLVED that the City Manager is authorized to approve up to six, one-year extensions of this contract, with optional year pricing increasing each year according to the Chicago-Naperville-Elgin, IL-IN-WI, CPI All Items Index 12-month percentage change, not seasonally adjusted, for October of the previous calendar year as reported in November by the U.S. Bureau of Labor Statistics; and

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

DATED this 7th day of April, 2026.

Draft

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:

_____
Haig Haleblian, MAYOR

SEAL:

ATTEST:

_____
Nick Hammonds, CITY CLERK

PASSED: April 7, 2026
APPROVED: April 7, 2026

Draft

City of Crystal Lake - Cost for Services

Mosquito Management Program

Firm: Clarke Environmental Mosquito Management, Inc.

Signature: [signature]

Date: 3/19/2026

Element of Work	Cost
1 Annual Program Rate	$100,000.00
2 City wide Misting Application Rate	$65/Mile
3 Three Oaks Area Weekly Rate	$125.00
4 Other Costs*	See below

OPTIONAL YEAR PRICING CPI INCREASE

Optional Year pricing will increase each year according to the Chicago-Naperville-Elgin, IL-IN-WI, CPI All Items Index 12-month percentage change, not seasonally adjusted, for October of the previous calendar year as reported in November by the U.S. Bureau of Labor

*** Other Costs - Submit fost for any other service options that were not included RFP**

	Products used for city-wide applications will be Duet	
	Product choice based on Rusty Patched Bu	
	Bumble bee endangered species compliance	
	(See RPBB Protocol)	
	Additional Catch Basins above 3200	
	Priced at $6.50, as authorized by City.	
	All Basins treatments will be done by bike to reduce	
	carbon footprint, as well as wear and tear on roads	

Agenda Item No: 29

City Council
Agenda Supplement

Meeting Date: April 7, 2026

Item: Bid Award – Sand Blasting & Painting of Fire Hydrants

Staff Recommendation: Motion to award the bid for Sand Blasting & Painting of Fire Hydrants to the lowest responsive and responsible bidder, Ganziano Sewer & Water, Inc., and adopt a Resolution authorizing the City Manager to execute a one-year contract with Ganziano Sewer & Water, Inc. in the amount of $44,325.00, execute change orders for up to 10% of the contract amount, and approve warranted completion date change orders relating to the contract

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

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Background:
The City of Crystal Lake Public Works Department is responsible for maintaining all City-owned fire hydrants. Regular maintenance, including painting, is essential to ensure their safe and efficient operation, as well as reliability during emergency situations. This contract was bid to establish a price per hydrant painted, with the intention of painting 450 hydrants in 2026. The hydrants selected for painting were chosen based on their paint condition and geographic proximity.

On February 17, 2026, staff publicly opened and read aloud bids received for Fire Hydrant Painting. The breakdown of bids is as follows:

Bidder	Price per Unit	Estimated Quantity	Bid Total
√ Ganziano Sewer & Water, Inc.	$98.50	450	$44,325.00
Muscat Painting	$105.99		$47,695.50
Go Painters Inc.	$121.00		$54,450.00
D&B Construction Group LLC	$475.00		$213,750.00
Markleys Precision Company LLC	$1,500.00		$675,000.00

√ Indicates recommended lowest responsive and responsible bidder

Recommendation:

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 Public Works Department has reviewed all bids received for completeness and accuracy, in accordance with the invitation to bid document. Based on this assessment and after reviewing references for Ganziano Sewer & Water, Inc., City staff recommends awarding a one-year contract for Sand Blasting & Painting of Fire Hydrants to the lowest responsive and responsible bidder, Ganziano Sewer & Water, Inc., in the amount of $44,325.00.

Sand Blasting & Painting of Fire Hydrants is a part of the Water & Sewer Division's maintenance program and funds for this work are budgeted each fiscal year.

Votes Required to Pass:

Simple Majority

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE has identified the need to have a Sand Blasting & Painting of Fire Hydrants program to keep the City's fire hydrants in a state of good repair; and

WHEREAS the CITY received and publicly opened bids for the Sand Blasting & Painting of Fire Hydrants on February 17, 2026; and

WHEREAS the lowest responsive and responsible bidder is Ganziano Sewer & Water, Inc., Woodstock, 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 City Manager is authorized to execute a one-year contract between the CITY OF CRYSTAL LAKE and Ganziano Sewer & Water, Inc. for Sand Blasting & Painting of Fire Hydrants in the bid amount of $44,325.00; and

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

DATED this 7th day of April, 2026.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, MAYOR

Draft

SEAL

ATTEST

_____

Nick Hammonds, CITY CLERK

PASSED: April 7, 2026
APPROVED: April 7, 2026

Draft

THE CITY OF CRYSTAL LAKE

CONTRACT FOR

FIRE HYDRANT SANDBLASTING AND PAINTING

BIDDER'S PROPOSAL

Full Name of Bidder Ganziano Sewer & Water Inc. ("Bidder")

Principal Office Address 14020 Pleasant Valley Rd, Woodstock IL 60098

Local Office Address _____

Contact Person Jim Clingingsmith Telephone 815-347-9306

TO: The City of Crystal Lake ("Owner")
100 W. Woodstock Street
Crystal Lake, Illinois 60045

Attention: Michael Wisinski – Public Works Manager
SEALED BID: Fire Hydrant Sandblasting and Painting

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. NONE, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. **Work Proposal**

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the ***Fire Hydrant Sandblasting and Painting***; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance

SCHEDULE OF PRICES

A. UNIT PRICE CONTRACT

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

COMPLETE TABLE AS INDICATED

AWARD CRITERIA WILL CONSIDER THE YEAR 1 BASE BID TOTAL

Service Year	Item	Unit	Approximate Number of Nuits	Price Per Unit	Base Bid Total
Year 1 (2026)	Sandblasting & Painting of Fire Hydrants	Each	450	$98.50	$44,325.00

TOTAL CONTRACT PRICE:

Forty-Four Thousand Three Hundred and Twenty-Five (in writing) Dollars and Zero (in writing) Cents

44,325 (in figures) Dollars and 00 (in figures) Cents

Service Year	Item	Unit	Approximate Number of Nuits	Price Per Unit	Total
Optional Year 2 (2027)	Sandblasting & Painting of Fire Hydrants	Each	450	$113.50	$51,075.00
Optional Year 3 (2028)	Sandblasting & Painting of Fire Hydrants	Each	450	$130.50	$58,725.00

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price

Agenda Item No: 30

City Council
Agenda Supplement

Meeting Date: April 7, 2026

Item: Proposal Award - Water Tank Coatings Engineering Services

Staff Recommendation: Motion to award the proposal for Water Tank Coatings Engineering Services to Dixon Engineering, Inc. and adopt a Resolution authorizing the City Manager to execute an agreement with Dixon Engineering, Inc. for Water Tank Coatings Engineering Services in the amount of $67,600.00, approve warranted changes for up to 10 percent of the agreement cost, and to approve warranted completion date extensions

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

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Background:
The City of Crystal Lake's water system includes four elevated water storage tanks and four ground storage water tanks. The 2.5-million-gallon Ground Storage Water Tank located at Water Treatment Plant No. 3, 850 Virginia Road, is due for re-coating as part of the City's regular water tank and tower preventative maintenance program. This tank was constructed in 1973, last inspected in 2021, and the coatings last addressed in 2012.

To ensure that proper maintenance is performed, the City solicited proposals for a consultant engineer to oversee the project. The engineering firm will inspect the interior and exterior of the water tank, create specifications for all required rehabilitation work, assist in the bidding process, and monitor field work to ensure the reliability and quality of the coating work. The firm will also ensure that all work is performed in accordance with the plans and specifications set forth in the contract. In addition, the on-site engineer will inspect to ensure surfaces are properly prepared, any surface repairs are completed, and verify that the contractor is applying the coatings correctly.

Consultant Selection Process
The Water & Sewer Division followed the City's Purchasing Policy to solicit proposals from consulting engineering firms for the engineering services for this project. The City received proposals from two firms. The proposals were reviewed and ranked based on four qualification factors (using a scale of 1 to 5, with 5 being the highest) and cost to determine which consultant provided the best value for the City. The results of the ranking process are depicted below:

Proposal Ranking Excellent = 5 Very Good = 4 Good = 3 Acceptable = 2 Poor = 1 Unacceptable = 0	Committee's Relative Weight of Importance	Clark-Dietz		Dixon	
		Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating
Criteria	(1-10)				
Comprehensiveness of proposal in addressing proposal specifications, and whether the proposal represents an understanding of the City's needs.	10	4.3	43.33	4.7	46.67
Experience and qualifications of firm, including qualifications of people and resources assigned to the project. This will include an evaluation of the consultant's experience with projects of similar scope to those described in the City's proposal.	9	3.8	34.50	4.7	42.00
Professional knowledge and comprehensiveness of data gathering methodology and analysis.	8	3.5	28.00	4.2	33.33
Referneces	5	4.0	20.00	4.3	21.67
Total Weighted Rating:	32		125.83		143.67
PROPOSAL RANKING:		3.93		4.49	
TOTAL COST:		$109,768.00		$67,600.00	
Relative Cost Ranking (Formula: 2.5 = avg. cost, points awarded/deducted for fee compared to avgerage cost)		1.91		3.09	
TOTAL VALUE RANKING =		2.92		3.79	

Recommendation:

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

Based on the proposals received, the City's evaluation criteria and the detailed review by staff, it is the recommendation of staff that Dixon Engineering, Inc. be selected for the Water Tank Coatings Engineering Services. The City has worked with Dixon Engineering, Inc. previously and has been satisfied with their work. Funding for this project is included in the 2026 budget.

Votes Required to Pass:

Simple majority

RESOLUTION

WHEREAS, the CITY OF CRYSTAL LAKE'S Ground Storage Water Tank located at Water Treatment Plant No. 3 requires interior and exterior re-coating as part of the CITY'S regular water tank and tower preventative maintenance program; and

WHEREAS, the CITY requires Water Tank Coatings Engineering Services for the inspection of the interior and exterior of the water tank, for the creation of specifications for all required rehabilitation work, for assistance in the bidding process, and for the monitoring of field work to ensure the reliability and the quality of the coating work; and

WHEREAS, proposals for these services were publicly solicited and reviewed, resulting in a determination that Dixon Engineering, Inc. offered a proposal for the Water Tank Coatings Engineering Services that was most advantageous to the CITY.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute an agreement between the CITY OF CRYSTAL LAKE and Dixon Engineering, Inc. for Water Tank Coatings Engineering Services in the amount of $67,600.00; and

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

DATED this 7th day of April, 2026.

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CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:

_____
Haig Haleblian, MAYOR

SEAL:

ATTEST:

_____
Nick Hammonds, CITY CLERK

PASSED: April 7, 2026
APPROVED: April 7, 2026

Draft

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Sixty-Seven Thousand, Six Hundred Dollars, $67,600** and summarized as follows:

SCHEDULE OF VALUES				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.02- Technical Specifications			$6,500	Lump Sum
A1.03- Bidding & Contract Documents			$1,000	Lump Sum
A1.03- Bid Opening Meeting	1	$1,600	$1,600	Unit Price
A1.04- Kick Off Meeting	1	$1,600	$1,600	Unit Price
A1.04- Preconstruction Meeting	1	$1,600	$1,600	Unit Price
A1.04- PA, Basic, & Other Defined Services			$5,000	Lump Sum
A1.04- RPR Weld Observation	2	$1,300	$2,600	Unit Price
A1.04- RPR Coating Observation	32	$1,300	$41,600	Unit Price
A1.04- RPR Final Observation	1	$1,600	$1,600	Unit Price
A1.05- Warranty Observation			$4,500	Lump Sum
		TOTAL:	$67,600	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.
4. Please remit payment to: Dixon Engineering, Inc., 1104 Third Avenue, Lake Odessa, MI 48849

Draft

FEE PROPOSAL

CITY OF CRYSTAL LAKE ILLINOIS

PROPOSAL PRICE for CONSULTANT SERVICES

Project Name: **Engineering Services for Bid Documents and Inspection of WTP 3 Reservoir** Date: 03/20/2026

Firm: **Clark Dietz, Inc.**

Base Scope of Services:

ITEM	MANHOURS (A)	TOTAL IN-HOUSE COSTS (PAYROLL + OVERHEAD) (B)	SERVICES BY OTHERS (C)	TOTAL (B+C)	% OF GRAND TOTAL
Phase 1					
Exterior Field Inspection of Existing Tank	8	$1,700	$5,000	$6,700	6.1%
Creation of Bid Documents	100	$17,360	$7,000	$24,360	22.2%
Coordination Meeting(s) with City	9	$1,875		$1,875	1.7%
Bidding For Tank Repair/Painting Services	9	$1,825		$1,825	1.7%
Bid Review & Award Recommendation	3	$560		$560	0.5%
Phase 2					
Construction Meetings	18	$3,650	$3,000	$6,650	6.1%
Submittal Reviews	22	$3,940	$3,500	$7,440	6.8%
Field Inspections	24	$4,130	$51,948	$56,078	51.1%
Report Preparations	8	$1,280	$3,000	$4,280	3.9%
TOTAL	201	**$36,320**	**$73,448**	**$109,768**	**100.0%**

OPTIONAL TASKS / ADDITIONAL RECOMMENDED SERVICES Beyond the Base Scope of Service:

ITEM	MANHOURS (A)	TOTAL IN-HOUSE COSTS (PAYROLL + OVERHEAD) (D)	SERVICES BY OTHERS (E)	TOTAL (C+D+E)
ADDITIONAL Items (PER Item Cost)				

Draft

Agenda Item: 31

City Council
Agenda Supplement

Meeting Date: April 7, 2026

Item: Ordinance Amending City Code Chapter 181

Staff Recommendation: Motion to adopt an Ordinance amending Chapter 181 of the Crystal Lake City Code Relating to the Regulation of Activities Upon Crystal Lake

Staff Contact: Nick Hammonds, Deputy City Manager

Background:

In 1996, the City and the Village of Lakewood entered into an Intergovernmental Agreement for Enforcement and Safety Patrol upon Crystal Lake. Due to changes in boats and their equipment in recent years upon Crystal Lake, Lakewood's Police Department engaged with users of Crystal Lake, including residents of both Lakewood and Crystal Lake, through town hall-style meetings and other direct communications relative to the safe use and operation of boats upon Crystal Lake.

On February 10, 2026, the Lakewood Village Board adopted ordinance 2026-04, which approved new regulations for Crystal Lake, pertaining to operation and mooring in wake areas and wake enhancement. A copy of the Lakewood Ordinance is attached hereto. The ordinance amending the Lakewood Village Code was proposed as a result of the December 1, 2025 town hall hosted by Lakewood and additional public meetings with the lake ecology advisory committee. The intent of the ordinance is to address boat speeds and no-wake zones to preserve the shoreline of the lake.

Per the Lake Safety agreement, Lakewood will be responsible for the enforcement of the new rules. In addition, City Special Legal Counsel has reviewed and confirmed that the Lake Safety Agreement requires both the City and the Village to agree to any ordinance amendments regarding the lake. Therefore, an amendment to the City Code is required for the Lakewood changes to be effective.

Votes Required to Pass:

Simple majority vote of the City Council.

Res. 26R-___

AN ORDINANCE AMENDING CHAPTER 181 OF THE CRYSTAL LAKE CITY CODE RELATING TO THE REGULATION OF ACTIVITES UPON CRYSTAL LAKE

WHEREAS, the City of Crystal Lake, (the "City") is a home rule municipality as contemplated under Article VII, Section 6 of the Constitution of the State of Illinois and the passage of this Ordinances is an exercise of the City's home rule power; and,

WHEREAS, in 1996, the City and the Village of Lakewood ("Lakewood") entered into an Intergovernmental Agreement for Enforcement and Safety Patrol upon Crystal Lake (the "Agreement"); and,

WHEREAS, due to changes in boats and their equipment in recent years upon Crystal Lake, Lakewood's Police Department engaged with users of Crystal Lake, including residents of both Lakewood and Crystal Lake, through town hall style meetings and other direct communications relative to the safe use and operation of boats upon Crystal Lake; and,

WHEREAS, on February 10, 2026, the Lakewood Village Board adopted ordinance 2026-04, which approved new regulations for Crystal Lake, pertaining to operation and mooring in wake areas and wake enhancement (the "Lakewood Ordinance"). A copy of the Lakewood Ordinance is attached hereto as Exhibit A; and,

WHEREAS, the President and City Council have reviewed and approve the changes to the Crystal Lake regulations set forth in the Lakewood Ordinance and have found and determined that the adoption of the same regulations would be in the best interest of the City and its residents.

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

SECTION I: Recitals. The foregoing recitals are hereby incorporated as though fully restated herein.

SECTION 2: Amendment of Chapter 181. Chapter 181 of the City Code is hereby amended by the addition of new Sections 181-10 and a new Section 181-11, which shall hereinafter read as follows:

§ 181-10 CERTAIN OPERATION AND MOORING IN WAKE AREAS

Human powered watercraft and the mooring of boats are permitted in the designated wake area during wake times, but the Lake Patrol may require human powered watercraft and moored boats to move from the designated wake area to the designated no wake area if they are impeding travel of boats under power or the Lake Patrol determines in the interest of lake safety that such boats should be moved to the no wake area.

Section 181-11 WAKE ENHANCEMENT

Draft

The Patrol Agency or Patrol Coordinator shall designate those areas of Crystal Lake with colored buoys where boats may operate with the use of ballast tanks, water sacks, mechanical wake shaper fins or other similar devices to cause the boat to operate in a bow-high manner, or which increases or enhances a boat's wake.

A. A boat may be operated within the area designated by colored buoys on the northwest and southeast sides of Crystal Lake with the use of ballast tanks, water sacks, mechanical wake shaper fins or other similar devices to cause the boat to operate in a bow-high manner, or which increases or enhances a boat's wake. However, a boat may not be operated in a bow-high manner or with an enhanced wake east or west of the colored buoys.

B. Definitions:

1. Ballast tanks and water sacks: Tanks or bags positioned toward the rear of a boat to keep the weight at the back and thus causing a boat's stern to ride lower in the water relative to its bow.

2. Bow-High Operation: When a boat accelerates, the force of the propulsion pushes the stern of the boat downward and lifts the bow upward. This creates a shift in the boat's trim, with the bow rising and the stern squatting lower in the water. Boats equipped with ballast tanks, water sacks or wake shaper fins or other similar devices utilized to create enhanced wakes will operate in a bow-high manner.

3. Wake Shaper Fins: A device specially designed to enhance the size and shape of wave like wakes. Wake shapers are typically attached to each side of a boat near the stern and below the water line.

SECTION 3: Renumbering of Current Section 181-10: Current Section 181-10 of the city Code shall be renumbered to 181-12.

SECTION III: Effective Date. This ordinance shall be in full force and effect from and after its passage and approval according to law.

SECTION IV: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

DATED at Crystal Lake, Illinois, this 7th day of April, 2026.

APPROVED:

_____
Haig Haleblian, MAYOR

ATTEST:

_____
CITY CLERK

PASSED: April 7, 2026
APPROVED: April 7, 2026

Published in pamphlet form by the authority of the Mayor and City Council of the City of Crystal Lake.

Draft

VILLAGE OF LAKEWOOD

ORDINANCE NO. 2026 - 04

AN ORDINANCE AMENDING CHAPTER 12 OF THE VILLAGE CODE REGARDING CRYSTAL LAKE REGULATIONS

ADOPTED BY THE

PRESIDENT AND BOARD OF TRUSTEES

OF THE VILLAGE OF LAKEWOOD

THIS 10th DAY OF FEBRUARY, 2026

PUBLISHED IN PAMPHLET FORM BY THE AUTHORITY OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LAKEWOOD, ILLINOIS, THIS 10th DAY OF FEBRUARY, 2026

ORDINANCE NO. 2026 - 04

AN ORDINANCE AMENDING CHAPTER 12 OF THE VILLAGE CODE REGARING CRYSTAL LAKE REGULATIONS

WHEREAS, the Village of Lakewood is an Illinois municipal corporation organized and existing under the laws of the State of Illinois;

WHEREAS, pursuant to 625 ILCS 45/8-1 of the Illinois Municipal Code, the Village is permitted to adopt ordinances that regulate the operation and equipment of vessels upon lakes within its jurisdiction;

WHEREAS, due to changes in boats and their equipment in recent years upon Crystal Lake, the Village's Police Department has engaged with users of Crystal Lake through town hall style meetings and other direct communications relative to the safe use and operation of boats;

WHEREAS, the Police Department has recommended certain changes relative to the operation of boats upon Crystal Lake;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Lakewood, McHenry County, Illinois, as follows:

SECTION 1: The above-stated recitals are incorporated by this reference.

SECTION 2: A new Section 12.11 is hereby created as follows:

12.11 CERTAIN OPERATION AND MOORING IN WAKE AREAS

Human powered watercraft and the mooring of boats are permitted in the designated wake area during wake times, but the Lake Patrol may require human powered watercraft and moored boats to move from the designated wake area to the designated no wake area if they are impeding travel of boats under power or the Lake Patrol determines in the interest of lake safety that such boats should be moved to the no wake area.

SECTION 3: A new Section 12.12 is hereby created as follows:

Section 12.12 WAKE ENHANCEMENT

A. The Patrol Agency or Patrol Coordinator shall designate those areas of Crystal Lake with colored buoys where boats may operate with the use of ballast tanks, water sacks, mechanical wake shaper fins or other similar devices to cause the boat to operate in a bow-high manner, or which increases or enhances a boat's wake.

B. A boat may be operated within the area designated by colored buoys on the northwest and southeast sides of Crystal Lake with the use of ballast tanks, water sacks, mechanical wake shaper fins or other similar devices to cause the boat to operate in a bow-high manner, or which increases or enhances a boat's wake. However, a boat may not be operated in a bow-high manner or with an enhanced wake east or west of the colored buoys.

C. Definitions:

1. Ballast tanks and water sacks: Tanks or bags positioned toward the rear of a boat to keep the weight at the back and thus causing a boat's stern to ride lower in the water relative to its bow.
2. Bow-High Operation: When a boat accelerates, the force of the propulsion pushes the stern of the boat downward and lifts the bow upward. This creates a shift in the boat's trim, with the bow rising and the stern squatting lower in the water. Boats equipped with ballast tanks, water sacks or wake shaper fins or other similar devices utilized to create enhanced wakes will operate in a bow-high manner.
3. Wake Shaper Fins: A device specially designed to enhance the size and shape of wave like wakes. Wake shapers are typically attached to each side of a boat near the stern and below the water line.

SECTION 4: Current Section 12.11 is re-numbered as Section 12.13

SECTION 5: All ordinances in conflict with the terms of this ordinance are repealed to the extent of such conflict.

SECTION 6: If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

SECTION 7: This Ordinance shall be in full force and effect from after its passage and approval.

Passed and Approved this 10th day of February, 2026

AYES: Trustees Babischkin, Delzell, Fischer, and McMahon.
NAYS: Trustees Jeschke and Wayne.
ABSENT: None
ABSTAIN: None.

VILLAGE OF LAKEWOOD

President David Stavropoulos

Attest:

Jeanette LoBosco, Clerk

CERTIFICATION

I, Jeanette LoBosco, do hereby certify that I am the duly appointed, acting and qualified Clerk of the Village of Lakewood, McHenry County, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the President and Board of Trustees of said Village of Lakewood.

I do further certify that at a regular meeting of the President and Board of Trustees of the Village of Lakewood, held on the 10th day of February, 2026, the foregoing Ordinance entitled, *AN ORDINANCE AMENDING CHAPTER 12 OF THE VILLAGE CODE REGARDING CRYSTAL LAKE REGULATIONS* was duly passed by the President and Board of Trustees of the Village of Lakewood.

The pamphlet form of Ordinance No. 2026 - 04, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was available in the Village Hall, commencing on the 10th day of February, 2026, and continuing for at least 10 days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Village Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said Village for safekeeping, and that I am the lawful custodian and keeper of the same.

Given under my hand and corporate seal of the Village of Lakewood this 10th day of February, 2026.

Jeanette LoBosco, Village Clerk
Village of Lakewood,
McHenry County, Illinois

(SEAL) VILLAGE OF LAKEWOOD CORPORATE SEAL INCORPORATED JULY 10, 1933 McHENRY COUNTY, ILLINOIS

VILLAGE OF LAKEWOOD

Agenda Item

To: Honorable President, Village Manager, and Board of Trustees

Cc: Village Clerk Jeanette LoBosco, Attorney Scott Puma

From: Police Chief Mike Roth

Date: February 10, 2026

Subject: Amendment to Crystal Lake Regulations

Executive Summary: After three meetings with citizens we are proposing two Amendments to the Crystal Lake Regulations Code.

After much discussion, we are looking to add two Paragraphs to Chapter 12 of the Lakewood Municipal Code. They are as follows:

Powered motorboats would be able to operate in "surf mode" between colored buoys. Speeds or wakes must be reduced at those points as water depths are less than twenty feet.

Human powered watercraft and mooring will be allowed in the wake area during wake times, but the Lake Patrol reserves the right to remove both to a non-wake area if they are impeding travel or it becomes a safety issue.

Draft Motion(s): A code change amending Chapter 12 – Crystal Lake Regulations.

CRYSTAL LAKE ECOLOGY ADVISORY COMMITTEE

PROPOSED MEASURES TO MANAGE WAKE-SURF BOATING

PROPOSED MEASURES TO MANAGE WAKE-SURF BOATING

SYNOPSIS

The Crystal Lake Ecology Advisory Committee has conducted a comprehensive review of the available studies to evaluate the potential impacts of wake-surf boats on Crystal Lake. Based on this review, we present the following findings and recommendations.

PROPOSED MEASURES TO MANAGE WAKE-SURF BOATING

CONTAIN WAKE-SURFING LOCATIONS

- FINDING:

  There is clear evidence that the downward thrust from wake surfing boats is affecting the bottom of the lake in the West End (as sighted by Hey & Assoc. and drone footage)

- RECOMMENDATION:

  Wake surfing boats should not be allowed into the West End while weighed down to create an enhanced surfing wake

PROPOSED MEASURES TO MANAGE WAKE-SURF BOATING

WATER DEPTH RESTRICTION

- FINDING:

  Numerous studies have found that the thrust from wake boats can extend down to beyond 20 feet



- RECOMMENDATION:

  Wake boat surfing should be restricted to areas of the lake 20 feet or deeper.

  Specially colored buoys in the four corners of the lake could be used to delineate the area of the lake that is at least 20 feet deep.

PROPOSED MEASURES TO MANAGE WAKE-SURF BOATING

ENFORCE EXISTING BOAT SPACING LAWS

- FINDING:

  There is clear evidence that shoreline erosion is occurring around the lake, especially on the South Shore.

- RECOMMENDATION:

  All boaters should follow the Illinois rules by keeping a distance of 150 feet from boat launches, docks and moored boats.

  No-wake buoys along the South Shore should be placed to accommodate the 150' distance from swim areas, docks & moored boats

EXCERPT FROM ILLINOIS DNR BOATING LAWS

Illinois Law

In Illinois, when passing an anchored boat, you must operate at a slow, no-wake speed, typically within 150 feet of shore, docks, other vessels, or swimmers, to avoid creating hazardous wakes, and the vessel passing is the give-way vessel, meaning you must safely maneuver and communicate to avoid collision, respecting the right-of-way of the anchored vessel.

Key Regulations & Rules:

- Slow-No Wake Zones: You're required to go slow (no wake) near anchored boats, docks, swimmers, and shorelines to prevent wake damage and danger.
- Overtaking Rules: The vessel doing the passing (you) is the "give-way" vessel, while the anchored boat is the "stand-on" (right-of-way) vessel.
- Safe Passing Distance: Maintain a safe distance and slow down significantly to allow for safe passage and avoid disturbing those on the anchored boat.
- Communication: Use proper signals and communication to avoid misunderstandings, as collisions can happen easily.

In Simple Terms:

When you see an anchored boat, slow down to a crawl (no wake), give them plenty of space, and pass carefully, making sure your boat doesn't rock theirs.

EXCERPT FROM FEDERAL BOATING LAWS

Federal Law

Federal boating regulations require vessels passing an anchored boat to operate at a slow-no wake speed to avoid creating a dangerous wake. Operators must maintain a safe distance, usually at least 100 feet in many jurisdictions, to prevent accidents and damage to the anchored vessel, particularly in designated, narrow, or mooring areas.

Key Regulations and Guidelines:

- Slow-No Wake: You must reduce your speed to the minimum necessary to maintain steerage (slow-no wake) when passing within close proximity to an anchored, moored, or drifting vessel.
- Passing Distance: While specific distances can vary by local ordinance, passing at a distance that avoids causing a hazardous wake is required. In many areas, this is 100-150 feet.
- Yielding Right of Way: An anchored vessel is considered a "stand-on" vessel, meaning it has the right of way. The moving vessel is the "give-way" vessel and must maneuver to avoid the anchored vessel.
- Wake Responsibility: Operators are legally responsible for any damage caused by their wake to anchored boats.

PROPOSED MEASURES TO MANAGE WAKE-SURF BOATING

IMPROVE EDUCATION OF BOATERS ON CRYSTAL LAKE

- FINDING:

  There are currently no clear official instructions as to how wake surfing boats should operate on Crystal Lake.

  Further, no official instructions provide guidance on safe passing distances during congested times.

- RECOMMENDATION:

  Additional educational information should be provided to boaters to improve awareness of their responsibilities. New educational information needs to be included when boaters purchase their stickers each year.

  Boaters should be required to drive in a safe manner that does not cause damage to other property or boaters. We suggest that the specifics of the law be sighted to make boaters aware of their legal obligations:
  No wake closer than 150 feet of shore, docks, other moored vessels, or swimmers

PROPOSED MEASURES TO MANAGE WAKE-SURF BOATING

ENFORCE COUNTER-CLOCKWISE TRAVEL

- FINDING:

  Some boaters choose to reverse course after traversing the South Shore and return back along the South Shore in a westerly clockwise direction "against the flow". This compounds the negative ecological effects along the South Shore and creates a safety issue.

- RECOMMENDATION:

  We encourage the Lake Patrol to enforce the counter-clockwise mandate on the lake. We suggest that this rule be better emphasized in boater instructions to explain that the direction of travel pertains to around the lake and not counterclockwise up and down one side or the middle.

THE CRYSTAL LAKE ECOLOGY ADVISORY COMMITTEE

Gregg Kobalinski
Chairman

Brent Beckwith

Sandi DePaul

Scott Hagedorn

Martin Moister
President, CCAPOA

Mike Strezo
President, North Shore Assoc.

Bill Carvel

Monica Fiedler

Dr Thomas Koop.

Dimitri Pagonis,
McCloud Aquatics

Carol Waggoner

Sue Warner

REFERENCE INFORMATION

RESEARCH RESULTS FOR ENHANCED WAKES IN 20' DEPTH OR MORE

- (30' or more) University of Minnesota College of Science & Engineering, Division of Engineering, Environmental and Geophysical Fluid Dynamics from Feb. 2022
- (30' or more) Wisconsin Lakes Policy Board, October 2023
- (26 feet minimum) Terra Vigilis Environmental Services Group, November 2024
- (30' minimum) Lakes At Stakes Wisc. 501c4 org dedicated to protecting WI lakes
- (40' Minimum) Green Lake Water Quality Association (MN)
- (30' minimum) Last Wilderness Alliance (WI)
- (30' minimum) Coalition to Protect Wisconsin Lakes
- (banned entirely) Lac du Flambeau Band of Lake Superior Chippewa Indians

RESEARCH RESULTS FOR INCREASED DISTANCES FOR ENHANCED WAKES FROM SHORE

- (500’ minimum) University of Minnesota College of Science & Engineering, Division of Engineering, Environmental and Geophysical Fluid Dynamics from February 2022
- (500’ minimum) Wisconsin Lakes Policy Board, October 2023
- (500’ minimum) Terra Vigilis Environmental Services Group, November 2024
- 700’ minimum) Lakes At Stakes Wisconsin 501c4 org dedicated to protecting WI lakes
- (700’) Green Lake Water Quality Association
- (700’) Last Wilderness Alliance
- (700’) Coalition to Protect Wisconsin Lakes

RESEARCH RESULTS FOR IMPROVED EDUCATION FOR BOATERS REGARDING SAFE BOATING, BEST PRACTICES FOR WAKES, & IMPACTS ON WATERWAYS

- Wisconsin Lakes Policy Board, October 2023
- Terra Vigilis Environmental Services Group, November 2024
- Lakes At Stakes Wisconsin 501c4 org dedicated to protecting WI lakes
- Green Lake Water Quality Association (MN)
- Coalition to Protect Wisconsin Lakes

Water skiing doesn't destroy pristine lakes, but...

WAKESURFING? That's a whole new story!

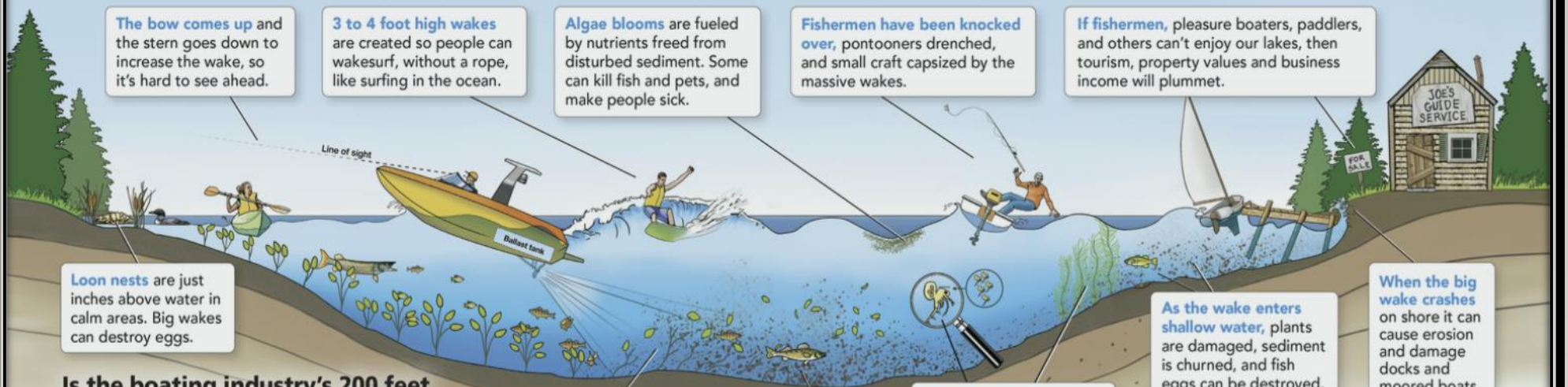
The bow comes up and the stern goes down to increase the wake, so it's hard to see ahead.

3 to 4 foot high wakes are created so people can wakesurf, without a rope, like surfing in the ocean.

Algae blooms are fueled by nutrients freed from disturbed sediment. Some can kill fish and pets, and make people sick.

Fishermen have been knocked over, pontooners drenched, and small craft capsized by the massive wakes.

If fishermen, pleasure boaters, paddlers, and others can't enjoy our lakes, then tourism, property values and business income will plummet.



Loon nests are just inches above water in calm areas. Big wakes can destroy eggs.

Sediment is stirred up and plants are damaged 20 feet deep by the powerful motor and deep downward angled propeller.

Little fish live among the plants. Fewer plants means fewer little fish for big game fish to eat.

Loons, otter and many fish can't see prey in murky water.

Ballast tanks don't drain completely and can bring invasives from other lakes.

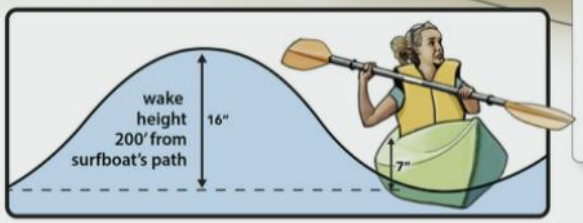
Invasive plants spread easily in damaged areas.

Spiny waterfleas can upset the entire ecosystem, resulting in fewer game fish and murky water.

As the wake enters shallow water, plants are damaged, sediment is churned, and fish eggs can be destroyed.

When the big wake crashes on shore it can cause erosion and damage docks and moored boats.

Is the boating industry's 200 feet from shore rule enough?



16" = Height of wake 200' from wakesurf boat's path (per industry)
7" = Typical kayak freeboard
10" = Typical canoe freeboard
12" = Typical small fishing boat freeboard

How do they make those huge wakes?

- Add ballast water, up to 5000 pounds (600 gallons)
- Operate at speeds that bring the bow up and stern down
- Use wake enhancing fins
- The wake is 6 to 12 times more powerful than ski boat wakes!

For More Information See: LastWildernessAlliance.org

Report dangerous boating at DNR's anonymous 24/7 hotline: **1-800-TIP-WDNR**

Agenda Item: 32

City Council
Agenda Supplement

Meeting Date: April 7, 2026

Item: Proposed Lake Safety Program Budget

Staff Recommendation: Motion to adopt a Resolution approving the proposed Lake Safety Program Budget for Fiscal Year 2026

Staff Contact: Nick Hammonds, Deputy City Manager

Background:

Per the terms of the Intergovernmental Agreement for Enforcement and Safety Patrol upon Crystal Lake, attached is the 2026/2027 Lake Patrol Budget proposal from the Village of Lakewood. This budget is anticipated to be approved at the April 15, 2026 Lakewood Village Board meeting.

The sticker costs for human powered boats remains $20. There no proposed increases to the boat decal fees. The breakdown of sticker costs for non-human powered boats is detailed below:

Motorized Watercraft Horsepower (HP)	*Decal Fees*
0 – 39 HP	$50
40 – 99 HP	$75
100 – 199 HP	$125
200+ or Unspecified HP	$200

The amount proposed by the Village in the 2026 Lake Patrol Budget represents an increase from the 2025/2026 Lake Patrol Budget. This is due to a slight increase in insurance costs, and the repair of a boat lift.

The wake surfing ordinance is the only change to the Boating and Safety regulations. Enclosed is a copy of the 2025 Lake Patrol Activity Report, the Intergovernmental Agreement for Enforcement and Safety Patrol, and the Lake Safety Ordinance.

The Village of Lakewood will have a representative in attendance at the April 7, 2026 City Council meeting to address any Council questions.

Votes Required to Pass:

Simple majority vote of the City Council.

Res. 26R-__

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the annual Lake Safety Program Budget for Fiscal Year 2026 is hereby approved and adopted.

DATED at Crystal Lake, Illinois, this 7th day of April, 2026.

APPROVED:

_____
Haig Haleblian, MAYOR

ATTEST:

_____
CITY CLERK

PASSED: April 7, 2026
APPROVED: April 7, 2026

Draft

Crystal Lake
Boating & Safety Regulations

The City of Crystal Lake, the Village of Lakewood and the Crystal Lake Park District welcome you to the Boating Season on Crystal Lake. We hope you have a safe and enjoyable summer!

The City of Crystal Lake, the Village of Lakewood and the Crystal Lake Park District have jointly approved an Intergovernmental Agreement for the use of watercraft on the lake. The following is an overview of this agreement and the City of Crystal Lake and Village of Lakewood Ordinances.

DECAL PURCHASE REQUIREMENTS

Proof of residency is required for all decal purchases. Current watercraft registration card showing the watercraft is registered to the same owner/address must also be provided for motorized decals.

All watercraft operated on Crystal Lake must display a *Lake Usage Decal*.

The Non-Refundable decals are available for purchase at the Crystal Lake Park District Administration Building, located at 1 E Crystal Lake Avenue.

LAKE USAGE DECAL FEES

HUMAN POWERED WATERCRAFT: $20*

Canoe, Rowboat, Kayak, Inflatable, Paddleboat, Paddleboard, Raft

WINDPOWERED WATERCRAFT $50

Sailboat, Sailboard

MOTORIZED WATERCRAFT:

Lake Safety and Lake Ecology fees are included.

0-39HP	$50 each
40-99HP	$75 each
100-199HP	$125 each
200+ or Unspecified HP	$200 each

Pontoon, Motorized Canoe, Kayak, Motorboat, Jet Ski, Wave Runner

***If a motor is added to a human-powered watercraft, the higher fee applies.**

1. Decals can be purchased and displayed beginning April 1 and are only available to residents of City of Crystal Lake, Village of Lakewood, and the Crystal Lake Park District.

2. Decals must be properly affixed on the starboard (right) side, near the stern (back) of the watercraft and be clearly visible. Sailboards should display the decal on the back right top of the board.

3. Wake Zones: Portions of the lake are designated as a wake area. The wake area is that portion of the lake which lies within the confines of the buoys. Wake speed motor boating activities must take place within the wake zone.

4. Wake Times: The following are designated as Wake Times and shall be in effect from the Memorial Day weekend through the Labor Day weekend:

Mon-Wed-Fri	8 AM – 8 PM
Tues-Thu-Sat	8 AM – 5 PM
Sunday & Holidays*	8 AM – 2 PM

***Holidays are Memorial Day Monday, Independence Day, and Labor Day.**

No wake speed limit is 5 mph

Additionally, wake hours are subject to change if there is to be a fireworks display or special event. Wake hours shall automatically be suspended when the water level of Crystal Lake is more than 9" higher than the level of the spillway. Notice shall be posted at all private beaches and public entrances to the lake notifying users of the suspension of wake hours. Users will also be informed through the media and/or written notice.

5. Powered motorboats capable of "wake surfing", may only operate in "surf mode" in a safe manner within the area designated strictly for wake surfing. This area is marked with colored buoys. Speeds or wakes must be reduced outside of this designated area.

6. Human powered watercraft and mooring are allowed in the wake area during wake times, but Lake Patrol can place them in a non-wake area if they are impeding travel or there is a safety issue.

7. Counterclockwise Travel: All motor driven watercraft operating above no wake speed shall travel in a general counterclockwise direction around the lake.

8. Speed Limit: No boat shall operate on Crystal Lake at speeds in excess of 40 MPH at any time.

9. Jet Skis: Jet Skis are subject to the same regulations as any other engine-powered watercraft.

10. Swimming and Flotation Devices: It shall be unlawful to swim or use recreational flotation devices (such as air mattresses) within the designated wake zones unless accompanied by a manned boat or a boat at anchor.

11. Penalties: Any person, firm, or corporation violating any provision of these rules and regulations can be fined up to $500 for each offense.

ALL state and local regulations are applicable and enforced year-round, except for Wake/No Wake times listed in Section 4. In addition to the ordinance adopted by the City of Crystal Lake and the Village of Lakewood, boating on Crystal Lake is also regulated by the Illinois Boat Registration and Safety Act. Boaters must comply with all state laws.

USERS OF THE LAKE ARE REMINDED TO RESPECT ALL SHORELINE PROPERTY, INCLUDING PRIVATE BEACHES, PIERS AND BOATS

Revised 03.2026

CRYSTAL LAKE RULES

Quick Reference

- **Wake Times**
  Memorial Day Weekend through
  Labor Day Weekend
  Mon-Wed-Fri 8 AM – 8 PM
  Tues-Thu-Sat 8 AM – 5 PM
  Sunday & Holidays* 8 AM – 2 PM
  ***Holidays are: Memorial Day, Independence Day and Labor Day**
  No wake speed limit is 5 mph
- **Counterclockwise Travel** when other traffic is present.
- **Maintain a courteous** distance from other watercraft.
- **Display Orange Flag** during a period of time when a person is in the water or being towed.
- **Safety Observer** is required when towing.
- **Boat Safety Certification Card** is required for operators born after January 1, 1998.
- **Swimmers in wake area** must be accompanied by a manned watercraft.

IT IS THE BOATER'S RESPONSIBILITY TO KNOW THE LAW!

NEW ILLINOIS LAW STATES:

ALL BOATERS BORN AFTER JANUARY 1, 1998, OPERATING A BOAT WITH A 10-HP ENGINE OR GREATER, MUST OBTAIN A BOATING SAFTEY CERTIFICATE APPROVED BY THE DEPARTMENT OF NATURAL RESOURCES.

Boaters are responsible for reading the State boating laws.
Boaters must comply with all state laws.
The handbook is available online.

Illinois Boating Laws
boat-ed.com/illinois/handbook/

Crystal Lake Ordinance
https://www.crystallake.org/your-government/departments/finance/annual-lake-usage-decal

Village of Lakewood Ordinance
https://www.village.lakewood.il.us/
Village Code, Chapter 12

EMERGENCY INFORMATION

In case of EMERGENCY Call: 911

For NON-EMERGENCY Assistance Call:

The Village of Lakewood
Quality Living in a Natural Setting

Lakewood Police
(815) 459.2151

Crystal Lake Police
815.356.3620

CRYSTAL LAKE PARK DISTRICT
CRYSTALLAKEPARKS.ORG

(815) 815.356.1114

Crystal Lake Boating & Safety Regulations



Lake Patrol
2026/2027 Budget

Acct#	Title	PY Budget	PY Actual	2025/2026 Budget	2025/2026 as of 02/28/2026 10 months	2026/2027 Budget	Notes	Difference to FY Budget 2025/2026
92-00-3325-000	BOAT DECALS	36,000.00	36,220.00	37,960.00	29,940.00	37,000.00		-960.00
92-00-3702-000	INTEREST INCOME	2,900.00	2,961.90	1,036.65	1,785.51	2,300.00		1,263.35
TOTAL LAKE PATROL REVENUE		**38,900.00**	**39,181.90**	**38,996.65**	**31,725.51**	**39,300.00**		303.35
92-00-8101-000	SALARIES - REGULAR	5,009.05	5,035.35	5,159.32	4,388.37	5,314.09		154.77
92-00-8104-000	HOURLY WAGES - PART TIME	16,000.00	13,997.50	17,000.00	14,685.00	16,000.00		-1,000.00
92-00-8161-000	EMPLOYERS' SHARE - FICA	1,485.00	1,439.31	1,300.50	1,441.80	1,630.53		330.03
92-00-8162-000	EMPLOYERS' SHARE - IMRF	430.00	425.48	424.77	369.60	483.05		58.28
92-00-8163-000	MEDICAL/DENTAL/LIFE INSURANCE	595.00	594.19	550.00	583.18	603.35		53.35
92-00-8170-000	PHYSICALS/DRUG TESTING	450.00	429.00	450.00	27.00	400.00		-50.00
92-00-8181-000	UNEMPLOYMENT INSURANCE	1,007.00	968.09	909.45	810.97	1,140.30		230.85
92-00-8201-000	PRINTING/PRINTED MATERIALS	100.00	0.00	100.00	0.00	100.00		0.00
92-00-8205-000	DECAL PRINTING	750.00	0.00	750.00	0.00	750.00		0.00
92-00-8225-000	GAS, OIL & ANTIFREEZE	750.00	0.00	750.00	715.81	750.00		0.00
92-00-8251-000	WEARING APPAREL	320.00	319.70	300.00	228.00	300.00		0.00
92-00-8289-000	MISC. EQUIPMENT	1,000.00	715.22	3,000.00	3,000.18	3,000.00		0.00
92-00-8416-000	EQUIPMENT O/M/R	4,600.00	5,580.16	5,000.00	4,505.74	7,000.00	*Repair boat lift*	2,000.00
92-00-8441-000	DISPATCH SERVICES	1,200.00	0.00	1,200.00	0.00	1,200.00		0.00
92-00-8450-000	LEGAL SERVICES	110.00	0.00	110.00	0.00	110.00		0.00
92-00-8471-000	GENERAL LIABILITY INSURANCE	282.29	282.29	1,461.06	0.00	2,083.00		621.94
92-00-8496-000	PROF. DEV. & TRAINING	102.89	102.89	50.00	0.00	50.00		0.00
TOTAL LAKE PATROL EXPENDITURES		**34,191.23**	**29,889.18**	**38,515.10**	**30,755.65**	**40,914.32**		2,399.22
								0.00
NET REVENUE OVER EXPENDITURES		**4,708.77**	**9,292.72**	**481.55**	**969.86**	**-1,614.32**		-2,095.87

	FUND SUMMARY	2023/2024	2024/2025	2025/2026 Budget	2025/2026 as of 02/28/2026	2026/2027 Budget		
	CARRY OVER PRIOR YEAR		28,983	38,275.72	38,757.27	39,727.13		
	TOTAL FUND REVENUE		39,182	38,996.65	31,725.51	39,300.00		
	TOTAL FUND EXPENSES		29,889	38,515.10	30,755.65	40,914.32		
	FUND CARRY OVER	**28,983**	**38,276**	**38,757.27**	39,727.13	**38,112.81**		

INTERGOVERNMENTAL AGREEMENT FOR ENFORCEMENT

AND SAFETY PATROL UPON CRYSTAL LAKE

WHEREAS, the CITY OF CRYSTAL LAKE ("City") and the VILLAGE OF LAKEWOOD ("Village") desire to enforce lake safety upon Crystal Lake ("Lake"); and

WHEREAS, the City and the Village have each adopted identical ordinances attached as Exhibits "A" and "B", respectively ("Ordinance" or "Ordinances"), and

WHEREAS, certain Illinois State statutes exist that regulate boating activities on the Lake; and

WHEREAS, the policing bodies of the City and the Village, or their designated agents, both individually and in cooperation, all have the authority to enforce said State statutes and municipal ordinances; and

WHEREAS, the Lake constitutes a "Police District" under the law of the State of Illinois entitling either municipality or their agents to enter upon the entire Lake to protect the health, safety and welfare of their respective citizenries; and

WHEREAS, the City and the Village are authorized to enter into this Agreement pursuant to the Illinois Compiled Statutes and by Article VII, Section 10 of the 1970 Constitution of the State of Illinois.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

A. Definitions:

1. "Municipalities" shall mean the City of Crystal Lake and the Village of Lakewood.

2. "Staff" shall mean the City of Crystal Lake and Village of Lakewood staffs.

B. Ordinances. Each party agrees to keep the ordinances, identified as Exhibits A and B, in effect for the term of this Agreement and not amend same without the agreement of the other party.

C. Lake Staff.

1. The staff shall be as established by the Village Administrator and the City Manager in accordance with the terms of this Agreement in order to carry out the purposes of this Agreement and, where applicable, the provisions of the Ordinances attached as Exhibit "A" and "B".

2. Staff shall:

(a) The City shall be responsible for the sale of lake usage decals and all monies received from sales of stickers shall be deposited by the City into a joint account with the Village of Lakewood with an accounting of all revenue received every two weeks between March 1 and October 1.

(b) The Village shall proposed an operating budget by March 1 of each year which shall be subject to the approval of the Village Board and the City Council no later than April 1 of each year.

(c) The Village shall be responsible for establishing a lake use and decal program to provide funding for the entire annual budgeted amount. The lake use and decal budget shall be submitted to the municipalities prior to February 1 of each year.

(d) The Village shall establish an on-water lake safety and enforcement patrol including, but not limited to, procurement of the patrol boat and other necessary equipment, providing for a boat docking facility or facilities, location and maintenance of buoys/markers, the depths

and locations pursuant to the requirements as outlined in Exhibits A and B, and the purchase or rental of equipment necessary for the proper operation of the on-water lake safety program including the establishment of a program for normal equipment maintenance.

(e) By December 31 each year the Village shall furnish to the City an annual report of acts and doings which shall include, but not be limited to, an accurate accounting of the total itemized expenses, total patrol hours and number and type of tickets issued with their disposition.

(f) The City Manager and the Village Administrator shall review the reports of the monthly receipts and expenditures prepared by the City and Village during April through September and shall consolidate all months into an annual report to be submitted to the Village Board and City Council prior to February 1 of each year.

(g) Purchase or rent equipment as approved by the municipalities and establish a program for normal maintenance of equipment.

(h) Locate and maintain buoys/markers at depths and locations pursuant to the requirements, as outlined in Exhibits A and B.

(i) Furnish to the municipalities by February 28th of each year an annual report of acts and doings which shall include, but not be limited to, an accurate accounting of:

(1) Total revenues by source;

(2) Total itemized expenses;

(3) Total patrol hours; and

(4) Tickets issued.

D. Lake Patrol Officers.

1. Shall be sworn police officers of the Village or other qualified persons provided that the hiring of any police officers pursuant to this Agreement shall be subject to the rules and regulations of the Village.

2. Contract costs for services of lake patrol officers shall be paid directly from Lake Safety funds.

3. Lake patrol officers shall conduct and document patrol activities as directed by the Lakewood Staff within the limits of approved budgeted funding.

4. Scheduled boat patrolling activities shall begin Memorial Day and extend through Labor Day.

5. A "24 hour" on-call service shall be coordinated with both municipal police departments.

6. Prosecution of violations shall be through the municipality issuing the citation. The resulting revenue, less prosecution expenses, is to be directed to the Staff as income.

7. Lake patrol officers participating in scheduled patrol activities and regular municipal police officers have the authority to enforce the ordinances enacted by the municipalities pursuant to this Agreement, as well as the State boating laws regarding safe boating practices throughout the waters of the Lake, regardless of which municipality they represent and regardless of which municipal jurisdiction violations occur.

D. Lakewood Staff shall develop and implement guidelines for lake patrol officers and scheduling lake patrol officers.

E. Funding.

1. The Lake Safety Patrol will be self-supporting.

2. Emergency loans for equipment acquisition, etc. may only be undertaken upon the joint approval of the City and Village. This provision does not preclude the Staff, with the approval of the municipalities, from arranging for private funding.

F. Ownership and Disposition of Assets.

1. Upon termination of this Agreement, unless some other provision is made, the property and facilities established, operated and maintained under this Agreement shall be owned legally by the City and Village equally as tenants in common.

2. Upon termination of this Agreement, all property shall be sold and the proceeds of such sales shall be distributed to the City and the Village on a percentage basis based upon the number of stickers sold to Lakewood and Crystal Lake residents. In addition, the percentage applicable to Park District residents situated outside of the corporate limits of the Village and City would be shared by the City and Village equally.

G. Event Scheduling. Any group or organization planning an event to take place on the Lake is required to schedule the event with the Staff in advance to avoid conflicts and to comply with any requirements established by the Village Board and the City Council regarding control, safety and cleanup. Nothing contained in this paragraph shall supersede the provisions of statutory authority or any ordinance of the municipalities.

H. The City agrees to save and hold harmless the Village and the Village agrees to save and hold harmless the City from any and all claims, demands, causes of action, litigation or liability related to damages to each other or any third parties or property of third parties by reason of the exercise of their individual duties and responsibilities set forth in this Agreement.

I. Terms.

1. This Agreement shall remain in effect for a term beginning February 1, 1996, and ending December 31, 1996. If neither of the parties give notice by November 1 of each year of its intent to terminate this Agreement, then this Agreement shall be automatically renewed for the following year.

2. This Agreement may be amended, except as otherwise stated herein, at any time upon the mutual written agreement of the City and Village.

J. Severability. The Agreement must be approved in total, and, if any provision herein is not approved, then the entire Agreement shall be null and void.

K. Effective Date. This Agreement shall be effective and program established when executed by the City and Village.

K. Governing Law. This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois.

CITY OF CRYSTAL LAKE, an Illinois municipal,

By: _____
MAYOR

ATTEST:

_____
CITY CLERK

VILLAGE OF LAKEWOOD, an Illinois municipal corporation,

By: _____
PRESIDENT

ATTEST:

_____
VILLAGE CLERK

ORD. #3886
FILE #244

EXHIBIT A

AN ORDINANCE AMENDING SECTION I 1. DECALS OF THE CRYSTAL LAKE ORDINANCE

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

SECTION I: Section I 1. Decals, of the Crystal Lake Ordinance shall be amended to read as follows:

1. Decals. All designated watercraft which are operated on Crystal Lake shall display a current "Lake Usage Decal." Initial decal fees shall be $19.00 for watercraft under 15 feet and $32.00 for watercraft 15 feet and over. The future cost of said decal shall be determined annually as part of the budget process.

SECTION II: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION III: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION IV: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

DATED at Crystal Lake, Illinois, this 5th day of March, 1996.

AYES: 3

NAYES: 2

ABSENT: 0

PASSED this 5th day of March, 1996.

APPROVED by me this 5th day of March, 1996.

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form by the authority of the Mayor and City Council of the City of Crystal Lake.

VILLAGE OF LAKEWOOD

May 24, 1996

Mr. Gregory Fettes
Assistant City Manager
City of Crystal Lake
100 West Municipal Complex
Crystal Lake, Il 60014

Dear Greg:

I am writing this letter to inform you that the Lakewood Village Board voted to reduce the boat decals at their meeting on May 14, 1996. The Board agreed to reduce fees to their original price of $15.00 for "A" decals and $25.00 for "B" decals. Their vote was contingent on the agreement that the City would handle the refunds for decals already purchased at the higher rates. Per our telephone conversation earlier today, the City does intend to issue the refunds. Also, per our conversation, the Village will transfer funds sufficient to cover the amount of refunds upon your request.

The Village Attorney is preparing an ordinance for approval by the Lakewood Village Board at their regularly scheduled meeting on Tuesday, May 28, 1996.

As such, the Village agrees that decal fees should be reduced at this time. I will forward a copy of the ordinance to you upon its passage on Tuesday.

If you have any further questions, please contact me at 459-3025.

Sincerely,

Wendy Gregoria

Wendy Gregoria
Finance Director

NOTE -- This letter reflects the fees charged by the City of Crystal Lake for 1996 decals.

cc: Bryan Shaw, Village Administrator

EXHIBIT B

ORDINANCE NO. 1995-96-24

An Ordinance Amending the Lakewood Municipal Code to Add Chapter 12, Crystal Lake Regulations

WHEREAS, the Village of Lakewood has entered into a Intergovernmental Agreement with the City of Crystal Lake to enforce the provisions of the Boat Registration and Safety Act, 625 ILCS 45/1-1, et. seq.; and

WHEREAS, the provisions of the Boat Registration and Safety Act allow political subdivisions of the State of Illinois to impose additional regulations upon water areas within the jurisdiction of the political subdivisions not inconsistent with state law; and

WHEREAS, representatives of the Village of Lakewood and City of Crystal Lake have recommended to the Mayor and City Council of the City of Crystal Lake and the President and Board of Trustees of the Village of Lakewood that the following regulations be imposed upon the waters of Crystal Lake; and

WHEREAS, it is the desire of the President and Board of Trustees of the Village of Lakewood to incorporate said regulations into the Lakewood Municipal Code.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lakewood, McHenry County, Illinois, as follows:

SECTION 1: That the Lakewood Municipal Code shall be amended to add Chapter 12, Crystal Lake Regulations, which shall read as follows:

Chapter 12
Crystal Lake Regulations

12.01	Decals
12.02	Wake Zones
12.03	Wake/No Wake Times
12.04	Counterclockwise Travel
12.05	Speed Limit
12.06	Jet Skis/Personal Watercraft

12.07 Watercraft Operation
12.08 Swimming and Floatation Devices
12.09 Special Use Permits
12.10 Penalties

12.01 DECALS

All designated watercraft which are operated on Crystal Lake shall display a current "Lake Usage Decal." Initial decal fees shall be $15.00 for watercraft 14 feet and under and $25.00 for watercraft 15 feet and over. The future cost of said decal shall be determined annually as part of the budget process.

12.02 WAKE ZONES

Portions of Crystal Lake shall be designated as wake areas, and shall be defined as the portion of the lake lying within the confines of buoys. Buoys shall be placed at a depth of approximately eight feet of water, provided that the Patrol Coordinator or Patrol Agency may approve exceptions to the eight foot depth to accommodate a smooth alignment of the buoys; but in no case shall buoys be located in less than five feet of water.

12.03 WAKE/NO WAKE TIMES

A. Wake hours shall be as follows:

1. Sundays and Holidays, 8 a.m. to 2 p.m.
2. Mondays, 8 a.m. to 8 p.m.
3. Tuesdays, 8 a.m. to 5 p.m.
4. Wednesdays, 8 a.m. to 8 p.m.
5. Thursdays, 8 a.m. to 5 p.m.
6. Fridays, 8 a.m. to 8 p.m.
7. Saturdays, 8 a.m. to 5 p.m.

B. "Holidays" shall mean Memorial Day, Monday; Independence Day and Labor Day.

C. Wake/no wake hours set forth herein shall be in effect only during the period of Memorial Day weekend through Labor Day weekend, inclusive.

12.04 - COUNTERCLOCKWISE TRAVEL

All motor driven watercraft operating above no wake speed shall travel in a general counterclockwise direction around the lake.

12.05 - SPEED LIMIT

No boat shall be operated on Crystal Lake at speeds in excess of 40 miles per hour at any time.

12.06 JET SKIS/PERSONAL WATERCRAFT

Jet skis and personal watercraft shall be subject to the same regulations as any other engine-powered watercraft, including requirements concerning the age of the operator, direction of travel, no wake times and appropriate safety practices.

12.07 WATERCRAFT OPERATION

All boats shall operate in conformance with the Boating and Registration and Safety Act of the State of Illinois, 625 ILCS 45/1-1, et. seq., which shall be and is hereby adopted by reference as the rules and regulations for the use of watercraft on Crystal Lake in all respects not inconsistent with the provisions of this chapter.

12.08 SWIMMING AND FLOATATION DEVICES

It shall be unlawful to swim or use recreational floatation devices (such as air mattresses) within the designated wake zones unless accompanied by a manned watercraft or a watercraft at anchor.

12.09 SPECIAL USE PERMITS

Parties interested in special shows, regattas, races or special lake activities shall first obtain a special use permit from the Patrol Coordinator or Patrol Agency which shall not be unreasonably withheld. Patrol must be arranged for weekend special uses.

12.10 PENALTIES

Any person, firm or corporation violating any provision of this chapter shall be, upon conviction, fined a sum not to exceed $500.00 for each separate offense.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith, specifically those ordinances establishing and/or amending regulations on Crystal Lake, are hereby repealed.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Ayes: Trustees C. Carl Davis, William J. Montgomery, John Ross and Richard P. Vogelman and President William J. Young

Nayes: Trustees Thomas V. Henricks and Blair Picard

Absent: None

Abstain: None

APPROVED:

/s/ William J. Young
Village President William J. Young

(SEAL)
ATTEST: /s/ Meg Myers
Village Clerk Meg Myers

Passed: January 8, 1996
Approved: _____
Published: _____

Ord. No. 5903
File No. 244

AN ORDINANCE AMENDING SECTION I 1. DECALS
OF THE CRYSTAL LAKE ORDINANCE

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

SECTION I: Section I 1. Decals, of the Crystal Lake Ordinance shall be amended to read as follows:

1. Decals. All designated watercraft which are operated on Crystal Lake shall display a current "Lake Usage Decal." Initial decal fees shall be $15.00 for paddleboats or similar watercraft that are powered by human power. All other watercraft shall be $25.00. The cost of replacement decals shall be $1.00. Replacement decals may be issued for boats purchased to replace a boat for which a decal has been issued. The future cost of said decal shall be determined annually as part of the budget process.

SECTION II: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION III: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION IV: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Ord. No. 5903
File No. 244

DATED at Crystal Lake, Illinois, this 15th day of February, 2005.

MAYOR

ATTEST:

CITY CLERK

Published in pamphlet form by the authority of the Mayor and City Council of the City of Crystal Lake.

Published in pamphlet form by the authority of the Mayor and City Council of the City of Crystal Lake.

VILLAGE OF LAKEWOOD

Agenda Item

To: **Honorable President and Board of Trustees**
Mayor and Crystal Lake City Council

Cc: **Village Manager Jean Heckman, Village Clerk Jeanette LoBosco, Attorney Scott Puma**

From: Police Chief Michael Roth

Date: October 14, 2025

Subject: 2025 Lake Patrol Activity

Patrol Activity

The Lake Patrol was visible on Crystal Lake from Memorial Day weekend through Labor Day weekend. During that time the total days patrolled were 108 out of a possible 110. This was due to inclement weather. After Labor Day, the season resulted in patrols on Saturdays and Sundays through the end of September.

The total hours patrolled this season were 625 hours. This was a decrease in hours from 2024 of 636 hours.

Lake Patrol Officer Activity included the following:

Patrol Activities – Enforcement

	2024	2025
Warnings	294	188
Citations	0	0

Patrol Activities – Other

	2024	2025
Tows	17	22
Water Rescues	3	1
Police Reports	18	4

During the 2025 boating season there were no accidents on the lake. There were 1032 contacts with boaters.

Budget

Revenue generated by the sale of boat decals and interest for the current fiscal year as of October 1, 2025 was $30,347.00 and expenditures totaled $22,938.17.

Overall Observations

During the 2025 season, the Lake Patrol was supervised by Ben Belick. The Lake Patrol unit operated with Ron Fuhler, Montana Murphy, and Ben Belick.

Captain Rod's Boat Lift and Pier Service were contracted to remove buoys, piers, and lift stations.

Again this season, the Crystal Lake Fire Rescue Department (CLFR) placed their shore station next to the Lakewood Police Department boat dock. As a result, CLFR was able to keep their rescue boat docked on the lake at all times. This set-up allows for a faster response time in the event of an emergency.

The Lake Patrol did an excellent job monitoring boating activities on the lake. Boaters overall were well-behaved, and in many cases, policed one another. The Illinois State Conservation Police patrolled the lake a number of times.

Recommendations

It is recommended that we continue with a plan to replace damaged and aging buoys. We should replace a minimum of 5 new buoys each year. The lift station needs to be repaired. The issues of pier lengths and wake boats were brought to our attention. These issues should be discussed in the off season.

Chief Michael Roth
Lakewood Police Department

Agenda Item No: 33

City Council
Agenda Supplement

Meeting Date: April 7, 2026

Item: Hotel/Motel Tax Funding Allocations

Staff Recommendation: Motion to adopt a Resolution Allocating Hotel/Motel Tax Funding.

Staff Contact: Jodie Hartman, Director of Finance

Discussion

For over twenty years the City has proactively reinvested receipts of the Hotel/Motel (Hotel) Tax back into the community through various not-for-profit organizations serving the community. Last fall, the City solicited applications for Hotel Tax Grants (competitive) covering two funding cycle periods from May 2026 through December 2027. The City has received applications from eleven (11) not-for-profit organizations serving Crystal Lake and received one late application from a for-profit business. Requests for consideration of the competitive grants total $429,300. Distributions would be eligible to start in May of this year.

Program Funding Level

At the beginning of 2026, the Hotel Tax Funding Program had a reserve balance of about $568k. Having a reserve allows the City more opportunity to sustain the awarded payment amounts despite fluctuations in the Hotel Tax receipts. Any Hotel/Motel Tax receipts received for the year and not distributed are reserved for future years of the Hotel/Motel Tax grant program and other approved distributions.

The City's Hotel/Motel Tax rate is 7.0%. The Tax is remitted by six (6) establishments. Based on recent receipts and the reserve balance, the recommended funding level for the coming cycle has been set at $455,000 per year. Any distributions will be dependent upon receipts of Hotel Tax preserving a positive reserve balance.

Organization Funding Requests

Below is a summary of requests for Hotel/Motel Tax funding. The summary includes amounts previously allocated and the requested annual amount for the upcoming cycle. The summary also includes a recommendation based on feedback provided by the City Council.

Organization	Current Allocation	Request 2026/27	Annual Amount	Change from
Competitive Grants				
Crystal Lake Chamber of Commerce	$6,800	$7,000	$7,000	↑ $200
Crystal Lake Community Band	$2,000	$2,000	$2,000	→ $0
Crystal Lake Soccer Federation	$16,100	$50,000	$35,000	↑ $18,900
Encore Music Academy	$4,900	$10,000	$6,000	↑ $1,100
Historic Downtown District of Crystal Lake	$38,800	$45,000	$40,000	↑ $1,200
Lakeside Legacy Foundation	$49,800	$200,000	$69,400	↑ $19,600
McHenry County Races Foundation	$3,000	$4,000	$3,000	→ $0
McHenry County Youth Sports Assoc.	$52,800	$52,800	$52,800	→ $0
Nancy Merkling Productions	$0	$50,000	$6,800	↑ $6,800
Wagon Wheel Figure Skating Club	$0	$1,000	$500	↑ $500
Williams Street Repertory Theater Co.	$2,500	$7,500	$2,500	→ $0
Girls on the Run	$2,200	N/A		↓ -$2,200
Raue Center for the Arts	$150,400	N/A		↓ -$150,400
The Quarry - Submitted Past Deadline	$0	$50,000		N/A
Competitive Grants	**$329,300**	**$479,300**	**$225,000**	
Non-Competitive Designations				
City Public Art	$0		$25,000	↑ $25,000
Historic Preservation Grants	$0		$10,000	↑ $10,000
Naturally McHenry County	$20,000	$20,000	$20,000	→ $0
Raue Building Upkeep*	$0	$175,000	$175,000	↑ $175,000
Non-Competitive Designations	**$20,000**	**$195,000**	**$230,000**	
Total Hotel Tax Allocations	**$349,300**	**$674,300**	**$455,000**	↑ **$105,700**

As can be seen above, these increases would add $105,700 in distributions annually compared to the current level of funding. A description of each organization and their intended use of the funds has been included as Exhibit A. In addition to the competitive grants, additional allocations are included for establishing an annual funding source for both the City's public art program and for historic preservation grants. A separate distribution of $20,000 would also be provided to the McHenry County Visitor's Bureau on an annual basis and $175,000 deposited into the Raue Building Upkeep Fund as required.

Approval of annual funding sets a maximum amount to be requested. Before any funds are disbursed, staff evaluate several criteria. The most notable criteria include 1) availability of Hotel/Motel Tax receipts for disbursement and 2) review of documentation submitted by each organization. Regarding availability of Hotel/Motel Tax receipts, the allocations are all dependent upon Hotel/Motel Tax receipts in sufficient amounts to cover the requests. The City does not supplement the allocations with City revenues. Relating to the review of documentation, each organization must submit qualifying receipts related to the events/activity that were intended to generate hotel stays within Crystal Lake before funds are disbursed. This ensures all disbursements honor the spirit and intentions of the program and support the health of Crystal Lake hotels, as well as restaurants and retail establishments. Any for-profit awards are only eligible for reimbursement after verification of certified reports from Crystal Lake area hotels, documenting the amount of hotel taxes generated by stays relating to the for-profit organizations event(s). For-profit organizations are only eligible to receive hotel tax distributions up to the amount of taxes generated by their event(s).

The resolution continues to include language affirming the direction of the Council to only disburse allocations after the events or activities have been held and stating that all distributions are dependent on the availability of funds. The Council has the option to allocate additional funds at a later date should the tax receipts total more than anticipated.

Recommendation:

It is the recommendation of the Director of Finance to adopt the proposed Resolution Allocating Hotel/Motel Tax Funding for May 2026 through December 2027.

Votes Required to Pass:

Simple Majority

CITY OF CRYSTAL LAKE
HOTEL/MOTEL TAX FUNDING
GRANT PROGRAM APPLICANTS

Funding Periods
May 2026 through December 2026
January 2027 through December 2027

The information below provides detail for each request. Expected Overnight Stays and/or Attendance Impact at Crystal Lake are self-reported by each organization. Low impact anticipates <100 room nights and/or 1,000 daily visitors. Medium impact anticipates 100-250 room nights and/or 3,000+ daily visitors. High impact anticipates 250+ room nights and/or 5,000+ daily visitors.

(1) Crystal Lake Chamber of Commerce **Total Request $7,000**

a. Community Expo (Fall) – Event Request $5,000
Expected Overnight Stays and/or Attendance Impact – Low impact

The Crystal Lake Chamber of Commerce is requesting $5,000 to offset expenses for facility rental and vendor booths for the Community Expo. The Crystal Lake Expo was reimagined in 2024 to include a large indoor space, food from local restaurants, family entertainment and activities, and other opportunities to participate in the community (get a library card, blood donation, prescription drug drop-off, etc.). The expo doubled in size for 2025 with 68 booths and about 450 attendees. Attendance for this event is anticipated to be 1,000 people. This event will not generate any hotel stays. Hotel/Motel tax was requested for the Community Expo for the current funding cycle.

b. Leaders in Action Event – Event Request $2,000
Expected Overnight Stays and/or Attendance Impact – Low impact

The Crystal Lake Chamber of Commerce is requesting $2,000 to assist with expenses related to a Leaders in Action event. Funding would offset expenses related to the cost of the venue and food. The Leaders in Action event has been held for many years, and attendance has continued to drop. They are reimagining this program as a one-day event with regional speakers. Local employees and employers will be offered a professional development opportunity at a reasonable cost. This program is part of the Chamber's ongoing commitment to workforce development. This year's goal is to reach 100 attendees. This event will likely not generate any hotel stays.

The Crystal Lake Chamber of Commerce received $6,800 in Hotel/Motel tax funding from the City for the 2024/25 & 2025/26 Hotel Tax grant years.

(2) Crystal Lake Community Band **Total Request $2,000**

a. Two Local Music Concerts – Events request $2,000
Expected Overnight Stays and/or Attendance Impact – Low Impact

The Crystal Lake Community Band is requesting $2,000 to help defer costs associated with the two annual public music concerts. The band performs a Spring and a Fall concert each year at the Holiday Inn at a cost of $6,000 per year. Attendance at the concerts is expected at more than 300 people. Overnight stays are anticipated to be about 10% of the attendance. The band also plays at many local events throughout the year, including the Main Beach bandstand, the 4th of July fireworks and parade with a spectator attendance of 10,000. The Crystal Lake Community Band is the only one of its kind in the area.

The Crystal Lake Community Band received $2,000 in Hotel/Motel tax funding from the City for the 2024/25 & 2025/26 Hotel Tax grant years.

(3) Crystal Lake Soccer Federation **Total Request $50,000**

a. Crystal Lake Force Classic Soccer Tournament – Event request $50,000
Expected Overnight Stays and/or Attendance Impact – High Impact

The Crystal Lake Soccer Federation (CLSF) is requesting $50,000 for equipment rentals related to running a multi-day soccer tournament, onsite medical services, referees, trophies and awards, advertising and promotional banners, and field rental at The MAC. The CLSF provides soccer programs at recreational and competitive levels. The goal of the CLSF is to give players of all ages and skill level, the opportunity to develop their character and soccer skills. Spectator attendance at the tournament is expected to be 8,000. Overnight stays are anticipated to be 725 guests for two nights.

The Crystal Lake Soccer Federation received $16,100 in Hotel/Motel tax funding from the City for the 2024/25 & 2025/26 Hotel Tax grant years.

(4) Encore Music Academy **Total Request $10,000**

a. Concert Series – Events request $10,000
Expected Overnight Stays and/or Attendance Impact – Medium Impact

The Encore Music Academy is requesting $10,000 for costs related to the 30 concerts that are performed each year. These costs include guest artist fees ($3,000), music and supplies ($1,000), space rental ($3,500), marketing and promotions ($1,000) and financial aid for qualifying families ($1,500). Encore Music Academy is made up of the Encore Youth Choir, Encore Youth Orchestra, Voices in Harmony, Chamber Ensembles, Summer Musicals, Encore Wind Symphony, Encore String Orchestra and Encore Chamber Choir. Encore contributes to the enrichment of the arts and culture in Crystal Lake and surrounding communities. Attendance at each concert averages 400 audience members for a total of almost 12,000 attendees each season. Each concert is projected to need 20-25 rooms for overnight guest stays for a length of 1 or 2 nights.

Encore Music Academy received $4,900 in Hotel/Motel tax funding from the City for the 2024/25 & 2025/26 Hotel Tax grant years.

(5) Historic Downtown District of Crystal Lake **Total Request $45,000**

a. Johnny Appleseed Festival – Activity request $16,000
Expected Overnight Stays and/or Attendance Impact – High Impact

The Historic Downtown District of Crystal Lake is requesting $16,000 for the Johnny Appleseed Festival. Funding will be used for contracted entertainment, supplies for children's activity stations, event infrastructure and safety, and marketing and outreach. Attendance was estimated at 5,000 visitors with no overnight stays.

b. Summer Wine Walk – Activity request $5,000
Expected Overnight Stays and/or Attendance Impact – Low Impact

The Historic Downtown District of Crystal Lake is requesting $5,000 for the Summer Wine Walk. Funding will be used for wine for tasting, wine for take-home bottles, promotional materials, permits and licenses, special event insurance, live music, and marketing materials. Attendance was 350 attendees with the possibility of some overnight stays. Attendance for 2026 is projected to be 400 attendees.

c. Winter Wine Walk – Activity request $2,500
Expected Overnight Stays and/or Attendance Impact – Low Impact

The Historic Downtown District of Crystal Lake is requesting $2,500 for the Winter Wine Walk. Funding will be used for wine for tasting, wine for take-home bottles, promotional materials, permits and licenses, special event insurance, live music, and marketing materials. Attendance is anticipated to be about 350 attendees with the possibility of some overnight stays.

d. Festival of Lights Parade & Holiday Party in the Park – Activity request $3,000
Expected Overnight Stays and/or Attendance Impact – High Impact

The Historic Downtown District of Crystal Lake is requesting $3,000 for the Festival of Lights Parade and the Holiday Party in the Park. Funding will be used for special event insurance, DJ services and other entertainment, decorations, photography and video, food for volunteers, and marketing costs. Attendance is anticipated to be about 6,000 attendees with no hotel stays.

e. Downtown Crystal Lake Farmers Market – Activity request $3,500
Expected Overnight Stays and/or Attendance Impact – Low Impact

The Historic Downtown District of Crystal Lake is requesting $3,500 for the Downtown Crystal Lake Farmers Market. Funding will be used for signage, market totes, kids' crafts, music and other entertainment, and items for volunteers including water bottles and t-shirts. Attendance is anticipated to be about 200-350 attendees each Saturday with no hotel stays.

f. Santa House Visits & General Holiday Enhancements – Activity request $7,000
Expected Overnight Stays and/or Attendance Impact – Low Impact

The Historic Downtown District of Crystal Lake is requesting $7,000 for Santa House visits and general holiday enhancements. Funding will be used for Santa performance fees and background checks, seasonal decorations, Christmas trees, banners, luminaries and marketing materials. Attendance is anticipated to be about 2,000 attendees during the holiday season with no hotel stays.

g. Depot Park Activation: Summer Series & Pop-Up Events – Activity request $4,000
Expected Overnight Stays and/or Attendance Impact – Low Impact

The Historic Downtown District of Crystal Lake is requesting $4,000 for Depot Park Activation. Plans are coming together for ways to create pop-up events at the newly renovated Depot Park. The vision is to have live music performances, outdoor movies, markets or themed gatherings. Funding will be used for entertainment and production items (sound system, microphones), movie projector, infrastructure rentals (tables, chairs, portable restrooms) and marketing materials. Attendance is anticipated to be about 2,000 unique visitors to participate in these events with no hotel stays.

h. Downtown Art Activation – Activity request $4,000
Expected Overnight Stays and/or Attendance Impact – Low Impact

The Historic Downtown District of Crystal Lake is requesting $4,000 for Downtown Art Activation. This program would be a dedicated art-focused event spearheaded by a subcommittee of the Downtown Crystal Lake Promotions Committee, Public Arts Commission, and local artists and art enthusiasts and will address a key community and City priority by positioning downtown as a thriving arts hub, fostering creativity, and drawing visitors to celebrate Crystal Lake's cultural vibrancy. Funding for this art-focused event or activity will be used exclusively for direct production costs, including artist stipends and honoraria for commissions or performances, materials for temporary installations like murals or sculptures, rental of display equipment such as pedestals and lighting, promotional materials like event signage, flyers, and digital ads, and contracted services for setup, teardown, and insurance specific to the event. No attendance estimates are available.

The Historic Downtown District of Crystal Lake received $38,800 in Hotel/Motel tax funding from the for the 2024/25 & 2025/26 Hotel Tax grant years.

(6) Lakeside Legacy Foundation **Total Request $200,000**

a. Dole Lakeside Festival – Event request $150,000
Expected Overnight Stays and/or Attendance Impact – High Impact

The Lakeside Legacy Foundation is requesting $150,000 for its annual 4th of July Lakeside Festival (FEST). Funding will support contracted entertainers, event supplies, maintenance, marketing and promotional costs associated with the FEST. The FEST has become a destination attraction in McHenry County. The Lakeside Festival attracts over 60,000 people

on average over the 4-day holiday celebration. It is estimated that there will be 200-300 overnight guests that would spend at least one night.

b. Farmers Market – Event request $50,000
Expected Overnight Stays and/or Attendance Impact – Low Impact

The Lakeside Legacy Foundation is requesting $50,000 to support the Farmers' Market. Funding for the Farmer's Market would be used to support vendor coordination, contracted musicians and family entertainment, market supplies and infrastructure, and ongoing maintenance required to safely and effectively host thousands of visitors throughout the season. The Farmers' Market provides a year-round market where you can find the freshest quality foods, a variety of musical talent, entertainment for children and unique merchandise. In 2025, the Farmer's Market attracted about 90,000 visitors. This event is expected to generate 50-100 overnight visitors with an estimated 1-2 night stays.

The Lakeside Legacy Foundation received $49,800 in Hotel/Motel tax funding from the City for the 2024/25 & 2025/26 Hotel Tax grant years.

(7) McHenry County Santa Run for Kids **Total Request $4,000**

a. McHenry County Santa Run for Kids – Event Request $4,000
Expected Overnight Stays and/or Attendance Impact – Low Impact

The McHenry County Santa Run for Kids is requesting $4,000 to buy Santa suits and shirts that the participants wear during the event. The McHenry County Santa Run for Kids raises funds for community groups who enhance the lives of youth in McHenry County. This event provides its participants with Santa style suits and shirts that run/walk through Crystal Lake creating a fun event. The McHenry County Santa Run for Kids had 407 participants in 2025 and 578 participants in 2024. This event does not generate overnight visitors.

The McHenry County Santa Run for Kids received $3,000 in Hotel/Motel tax funding from the City for the 2024/25 & 2025/26 Hotel Tax grant years.

(8) McHenry County Youth Sports Association **Total Request $52,800**

a. MCYSA Summer International Championships – Event request $52,800
Expected Overnight Stays and/or Attendance Impact – High Impact

The McHenry County Youth Sports Association (MCYSA) is requesting $52,800 for recruiting teams to come to the tournament, marketing and promoting the Summer International Championship event. The MCYSA has been hosting the Summer International Championship since 1993. Teams from around the United States and the world come and play at this event. Seven international teams have already committed to the 2026 tournament. In 2025, the tournament had an average daily attendance of 2,200 per day for 8 days. It is estimated that over 600 room nights will be needed for overnight stays for an average of 5 nights. Teams that come from more than 100 miles away are required to stay at Crystal Lake Hotels.

The McHenry County Youth Sports Association (MCYSA) received $52,800 in Hotel/Motel tax funding from the City for the 2024/25 & 2025/26 Hotel Tax grant years.

(9) Nancy Merkling Productions **Total Request $50,000**

a. 4th Fridays Art Event at the Dole – Events request $50,000
Expected Overnight Stays and/or Attendance Impact – Low Impact

Nancy Merkling Productions is requesting $50,000 for the 4th Fridays Art Event at the Dole. This event occurs on the 4th Friday of the month from January through October. The event brings artists from up to 2 hours away as well as family, friends and followers. Nancy Merkling Productions is in the process of becoming a not for profit and will not be requesting reimbursement of expenses until this process is completed. Each event is expected to bring 250-500 visitors and may generate a few hotel stays from artists who are attending the event.

This is the first request from Nancy Merkling Productions for a Hotel/Motel Tax grant.

(10) Wagon Wheel Figure Skating Club **Total Request $1,000**

a. Excel Competition – Events request $1,000
Expected Overnight Stays and/or Attendance Impact – Low Impact

The Wagon Wheel Figure Skating Club is requesting $1,000 to cover costs related to the 2-day figure skating competition. Funding for the figure skating competition would help to offset costs for flowers from a local nursery, food from local restaurants, awards for competitors, ice time at the Crystal Ice House and transportation for judges. This competition is part of a national series that allows skaters from the Midwest to compete at the national level. The competition held in 2025 attracted over 150 skaters and their coaches. This event does not likely generate hotel stays.

This is the first request from Wagon Wheel Figure Skating Club for a Hotel/Motel Tax grant.

(11) William Street Repertory **Total Request $7,500**

a. Artist's Expenses for Four Productions – Events request $7,500
Expected Overnight Stays and/or Attendance Impact – Low Impact

William Street Repertory is requesting $7,500 for artist and marketing expenses for six productions. It is anticipated that there will be three theatrical performances or workshop readings and three school shows. No estimated attendance numbers were given. It is anticipated that these productions will generate overnight stays for approximately 300 visitors for 1 night.

William Street Repertory received $2,500 in Hotel/Motel tax funding from the City for the 2024/25 & 2025/26 Hotel Tax grant years.

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE to allocate Hotel/Motel Tax funding for May 2026 through December 2027 as follows:

Organization	Annual Amount
Competitive Grants	
Crystal Lake Chamber of Commerce	$7,000
Crystal Lake Community Band	$2,000
Crystal Lake Soccer Federation	$35,000
Encore Music Academy	$6,000
Historic Downtown District of Crystal Lake	$40,000
Lakeside Legacy Foundation	$69,400
McHenry County Races Foundation	$3,000
McHenry County Youth Sports Assoc.	$52,800
Nancy Merkling Productions	$6,800
Wagon Wheel Figure Skating Club	$500
Williams Street Repertory Theater Co.	$2,500
Competitive Grants	**$225,000**
Non-Competitive Designations	
City Public Art	$25,000
Historic Preservation Grants	$10,000
Naturally McHenry County	$20,000
Raue Building Upkeep*	$175,000
Non-Competitive Designations	**$230,000**
Total Hotel Tax Allocations	**$455,000**

*Raue Building Upkeep awarded by separate agreement and is listed for information only.

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Such allocations are subject to the City having sufficient moneys in its Hotel/Motel Tax Fund to pay fully the amounts hereby allocated and may otherwise be conditioned by the Council. In the event that the City's Hotel/Motel Tax Fund lacks sufficient moneys to pay fully the amounts hereby allocated, the City has the right to reduce each allocation *pro rata* based on moneys actually received in the Hotel/Motel Tax Fund.

In order to qualify for a distribution of Hotel/Motel Tax Competitive Grant allocations, the requesting organization must submit documentation showing the qualifying event or activity has occurred as indicated within the program application and a listing of the corresponding expenses incurred to hold the event or activity, as noted in the Hotel/Motel Tax Funding Guidelines approved by City Council on October 21, 2025. Distributions will be limited to first, the approved allocation amount and second, to the amount actually incurred relating to the event or activity.

Dated this 7th day of April, 2026.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
Haig Haleblian, Mayor

ATTEST

_____
City Clerk

PASSED: April 7, 2026
APPROVED: April 7, 2026

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