CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING

City of Crystal Lake
100 West Woodstock Street, Crystal Lake
City Council Chambers
October 20, 2026
7:00 p.m.

1. **Call to Order**

2. **Roll Call**

3. **Pledge of Allegiance**

4. **Approval of Minutes – October 6, 2026 Regular Meeting**

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

6. **Mayor's Report**

7. **City Council Reports**

8. **Consent Agenda**
   a. **Accounts Payable**
   b. **Special Event Request, Street Closure, Parking Restrictions, and Fee Waiver - Downtown Crystal Lake - Festival of Lights Parade – Friday, November 27, 2026**

9. **Class 20 Temporary Liquor License Request – Service League of Crystal Lake – Holiday Gala Event**

10. **Downtown Crystal Lake Depot Station Automated Teller Machine Lease Agreement**

11. **147 Edgewater Drive - A Simplified Residential Variation to allow a screened-in porch addition with steps to encroach 11'-11" into the averaged 65'-2" front yard setback**

12. **40 Grant Street – Final Plat of Subdivision for a two-lot subdivision**

13. **Purchase of Real Property – 200 E. Congress Parkway and two vacant parcels**

14. **UDO Text Amendment to Articles 4 and 10**

15. **Agreement for use of City Right-of-Way between the City of Crystal Lake and Midwest Fiber Networks, LLC**

16. **Houston-Galveston Area Council (HGAC) Consortium Cooperative Purchasing Program – Purchase of one (1) Pierce Velocity 100' Ascendant Mid-Mount Tower Ladder Truck**

17. **Ordinance waiving the procurement requirements under City Code Section 102-3 and authorizing the purchase of two Ford Escapes**

18. Adoption of Provisions of the 2024 International Fire Code

19. Bid Award – Pedestrian Safety Enhancements

20. Purchase of New Benches for Downtown Crystal Lake Using Sourcewell Purchasing Cooperative Contract #110421-ALT

21. Council Inquiries and Requests

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

23. Reconvene to Regular Session

24. Adjourn

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

Agenda Item No. 8a

City Council
Agenda Supplement

Meeting Date: October 20, 2026

Item: Accounts Payable List

Staff Recommendation: Approve

Staff Contact: Jodie Hartman, Director of Finance

Background:

Attached is the Accounts Payable list for the October 20, 2026 City Council meeting. This list includes bills received since the last Council approval on October 6, 2026 to date. Should the Council have questions regarding any of the items listed, please contact me.

Votes Required to Pass:

Simple majority.

CITY OF CRYSTAL LAKE

VOUCHER LIST PRESENTED TO THE CITY COUNCIL

AT THEIR MEETING ON OCTOBER 20, 2026

INVOICE APPROVAL (BY INVOICE) FOR CITY OF CRYSTAL LAKE

EXP CHECK RUN DATES 10/20/2026 - 10/20/2026
POSTED AND UNPOSTED
OPEN AND PAID

Description		Amount
360 HAZARDOUS CLEANUP, LLC		
JAIL CELL 1 - DEEP CLEAN		175.00
	TOTAL:	175.00
A5 GROUP INC		
ECONOMIC DEVELOPMENT MARKETING		4,200.00
	TOTAL:	4,200.00
ACLARA TECHNOLOGIES LLC		
RENEWAL OF ACLARA MAINTENANCE AGREEMENT		44,069.11
	TOTAL:	44,069.11
ADAM BEHRNS		
CLOTHING REIMBURSEMENT		177.21
	TOTAL:	177.21
ADAM ORTON		
LODGING & TRAVEL REIMBURSEMENT - IGFOA CONFERENCE		521.36
	TOTAL:	521.36
ADAMS STEEL SERVICE & SUPPLY, INC.		
STEEL PLATES		60.00
	TOTAL:	60.00
AERZEN USA CORP		
AIR FILTER CARTRIDGES - PLANT 3		907.18
	TOTAL:	907.18
AJR FILTRATION INC		
WTP1 BAG FILTERS		895.35
	TOTAL:	895.35
AL WARREN OIL CO INC		
2026 FUEL PURCHASING - UNLEADED		8,146.61
2026 FUEL PURCHASING - DIESEL		14,761.04
2026 FUEL PURCHASING - UNLEADED		11,215.49
	TOTAL:	34,123.14
ALEXANDER CHEMICAL CORP.		
2026 CHLORINE CYLINDERS FOR WATER TREATMENT		1,089.00
2026 CHLORINE CYLINDERS FOR WATER TREATMENT		1,996.50
	TOTAL:	3,085.50

Description		Amount
AMAZON CAPITAL SERVICES, INC.		
METALWORKING COMPOUND		153.00
ECG EKG PAPER ZOLL		55.85
TV WALL MOUNT		59.99
SILICONE FUNNELS		5.99
WIRE TO WIRE CONNECTORS		19.96
SUSTAINABILITY COMMITTEE SEEDS		73.43
W/S FILTERS		96.95
DISPOSABLE COFFEE CUPS & COFFEE		111.21
PLANT 2 SUPPLIES		169.93
RECEIPT BOOKS - RECORDS		70.64
FIRE EXTINGUISHER TAGS & GREASE		289.31
T. DUNN - CLOTHING ALLOWANCE		67.27
PLANT 2 WATER FINDING PASTE		10.99
SANITIZER WIPES & BATH TISSUE		610.42
STAND UP DESK RISER		119.99
CLOTHING ALLOWANCE - T. DUNN		99.99
CREDIT - DAMAGED CREAMER		(53.86)
WTP5 RED LED LIGHT		9.99
WTP5 PUMP FLUID		46.13
STEERING WHEEL COVER		28.99
NETWORK ADAPTER, NETWORK CABLE & WD-40		51.05
LAPTOP CART		62.99
W&S CLEANING SUPPLIES		140.66
PLANT 2 TOOLS		314.63
BOX FANS, MAGNETIC SHEETS, LEAD TEST SWABS		161.39
TEA - CITY HALL		27.48
TENNIS BALLS - PLOW RODEO		28.95
PRINTER TAPE FOR THE LAB		8.99
TRASH BAGS		39.86
PLANT 2 SUPPLIES & A MODULE FOR DIGESTER 2		437.58
PW WOMEN'S LOCKER ROOM LOCKS		261.10
COFFEE, CREAMER, SUGAR		110.81
LIFT STATION MAINTENANCE SUPPLIES		97.38
FOAM SOAP REFILL FOR BUILDINGS		513.90
COLORED PAPER		19.93
ENGINEERING EQUIPMENT		609.48
WTP3 LADDER FOR SOFTNERS		214.30
DIGESTER 1 FLOAT REPAIR PARTS		295.13
OFFICE SUPPLIES		85.59
REPLACEMENT CHAIRS FOR MEETING ROOM		121.40
	TOTAL:	5,648.77
ANDERSON PEST SOLUTIONS		
PEST CONTROL SERVICE STATION 3		95.38
	TOTAL:	95.38
ANDY FRAIN SERVICES, INC.		
3 OAKS SECURITY SERVICES - SEPTEMBER 2026		5,565.00
	TOTAL:	5,565.00
AT&T		
PHONE RECORDS - SUBPOENA - CL-26-015915		95.00
	TOTAL:	95.00
AUTOMATIC BUILDING CONTROLS, LLC		
MAINTENANCE AGREEMENT/ PREFERRED SERVICE RATE		1,835.00
	TOTAL:	1,835.00

Description		Amount
B & F CONSTRUCTION CODE SERVICES, I		
BUILDING PLAN REVIEW & INSPECTION SERVICES		253.30
BUILDING PLAN REVIEW & INSPECTION SERVICES		316.62
	TOTAL:	569.92
BATTERIES PLUS		
12 VOLT 9AH LEAD BATTERIES FOR LIFT 23 UPS		33.07
	TOTAL:	33.07
BEHM ENTERPRISES, INC		
LEAD LINE REPLACEMENT 253 S MCHENRY AVE		9,675.00
	TOTAL:	9,675.00
BELLEFEUIL, SZUR & ASSOCIATES		
ONLINE PAYMENT FEES SEP 26		3,399.90
	TOTAL:	3,399.90
BENNETT, DALTON		
REIMBURSEMENT - TRAINING - CPVR BOOK		132.24
	TOTAL:	132.24
BLUE PARK CAPITAL PARTNERS, LLC		
SERNA - VEST		590.00
DC BADGE		384.50
DETECTIVE BADGES		404.00
SERGEANT HAT BADGE		114.50
	TOTAL:	1,493.00
BLUESTEM ECOLOGICAL SERVICE INC		
NATURAL AREAS MAINTENANCE		1,785.00
	TOTAL:	1,785.00
BOND CONWAY LAW FIRM, LTD		
LEGAL SERVICES		185.50
	TOTAL:	185.50
BRAD MANNING FORD INC		
HITCH FOR UNIT #706		941.33
	TOTAL:	941.33
BUILDERS CHICAGO CORPORATION		
DOOR #15 REPAIR		3,495.50
	TOTAL:	3,495.50
BYRNE SOFTWARE TECHNOLOGIES INC		
ACCELA IMPLEMENTATION - LIQUOR LICENSING UPDATE		9,450.00
	TOTAL:	9,450.00

Description		Amount
CED/CONSOLIDATED ELECTRICAL		
PLANT 2 ELECTRICAL HARDWARE		348.34
PLANT 2 ELECTRICAL HARDWARE		149.20
	TOTAL:	497.54
CHRIS KEMPA		
UB refund for account: 071592-000		34.31
UB refund for account: 071592-000		19.61
	TOTAL:	53.92
CHRISTOPHER B BURKE ENGINEERING LTD		
STORMWATER REVIEW (685 WOODLAND)		193.75
STORMWATER REVIEW (WHISPERING HILLS NURSERY)		116.25
STORMWATER REVIEW (STERNES FEN RESTORATION)		193.75
STORMWATER REVIEW (CLOVER SENIOR LIVING)		847.50
STORMWATER REVIEW (NARTSEV-SANDS)		786.25
STORMWATER REVIEW (SOLAR PROJECT)		1,968.75
STORMWATER REVIEW (1099/1105 NORTH SHORE)		542.50
STORMWATER REVIEW (MERCY REGRADING & SIGNAGE)		503.75
STORMWATER REVIEW (SAGE YMCA ADDITION)		855.00
STORMWATER REVIEW (601 LIBERTY RD.)		677.50
STORMWATER REVIEW (BIRCHWOOD)		512.50
STORMWATER REVIEW (WATERS EDGE PARKING LOT)		661.25
RE-ESTABLISH CRYSTAL CREEK CONSTRUCTION ENGINEERING		12,221.51
	TOTAL:	20,080.26
CHRISTOPHER BRATANICK		
EMERGENCY LEAD SERVICE LINE REPL - 381 DOUGLAS AVE		9,750.00
LEAK DETECTION FOR THREE OAKS SPLASH PAD		435.00
	TOTAL:	10,185.00
CIVILTECH ENGINEERING		
DOWNTOWN PEDESTRIAN ACCOMMODATION STUDY		4,840.21
MAIN STREET SIDEWALK FEASIBILITY STUDY		5,611.09
	TOTAL:	10,451.30
CLARK BAIRD SMITH LLP		
PROFESSIONAL SERVICES		3,080.00
	TOTAL:	3,080.00
COMCAST CABLE		
COMCAST FIBER INTERNET AND METROE		3,872.00
	TOTAL:	3,872.00
COMCAST CABLE		
3 OAKS COAX INTERNET SERVICE		174.85
	TOTAL:	174.85
CONCENTRIC INTEGRATION, LLC		
SCADA SERVICES		4,300.00
	TOTAL:	4,300.00
COPY EXPRESS, INC.		
BUSINESS CARDS - BURBACH		55.00
	TOTAL:	55.00

Description		Amount
COSTAR REALTY INFORMATION, INC.		
ECONOMIC DEVELOPMENT MARKETING		458.98
	TOTAL:	458.98
COUNTRYSIDE FLOWER SHOP		
FALL PLANTINGS - DOWNTOWN, ROUTE 14 & CITY HALL		1,620.44
	TOTAL:	1,620.44
CRYSTAL LAKE CHAMBER OF COMMERCE		
HOTEL/MOTEL TAX DISTRIBUTION FY26		3,305.80
	TOTAL:	3,305.80
CRYSTAL LAKE EXPRESS WASH		
CAR WASH		7.00
	TOTAL:	7.00
CUDA & HANZEL LLC		
ADJUDICATION LEGAL SERVICES		624.00
LEGAL SERVICES		82.50
	TOTAL:	706.50
DANIEL PORZEZINSKI		
MEAL REIMBURSEMENT - LEADERSHIP TRAINING		27.91
	TOTAL:	27.91
DAVEY RESOURCE GROUP, INC.		
NATURAL AREAS MAINTENANCE 2026		467.00
	TOTAL:	467.00
DAVID G ETERNO		
ADJUDICATION LEGAL SERVICES		568.75
	TOTAL:	568.75
DAWN GILMAN		
OFFICE SUPPLIES		65.00
	TOTAL:	65.00
DREISILKER ELECTRIC MOTORS INC		
BIOSOLID EXHAUST FAN BELTS		33.14
MISC SIZE KEYS FOR STOCK - PLANT 3		67.46
	TOTAL:	100.60
DULTMEIER SALES		
REPLACEMENT PUMP FOR LIQUID FILL STATION		2,185.00
	TOTAL:	2,185.00

Description		Amount
DYNEGY ENERGY SERVICES		
ELECTRIC SERVICE		54.64
ELECTRIC SERVICE		236.76
ELECTRIC SERVICE		22.93
ELECTRIC SERVICE		1,869.40
ELECTRIC SERVICE		442.76
ELECTRIC SERVICE		22.41
	TOTAL:	2,648.90
EA MOTORSPORTS INC		
WHEEL WEIGHT BALANCE HAMMER		35.99
	TOTAL:	35.99
EBY GRAPHICS		
ARTS COMMISSION BENCH LAMINATES		554.45
	TOTAL:	554.45
ED'S RENTAL & SALES, INC. #2		
LIFT RENTAL - WTP5 REPAIR		621.00
AERATOR RENTAL - MAINTENANCE - DEPOT PARK		105.00
PLANT 3 - JACK HAMMER RENTAL		130.00
WTP5 - TRENCHER RENTAL		300.00
	TOTAL:	1,156.00
EVONIK CORPORATION		
PAA FOR PLANT 3 DISINFECTION		2,700.00
	TOTAL:	2,700.00
FEDEX		
POSTAGE - PARKING PASSES		42.72
	TOTAL:	42.72
FILIPPINI LAW FIRM LLP		
LEGAL SERVICES		16,754.00
	TOTAL:	16,754.00
FISHER, ROBERT		
LSL REIMBURSEMENT - 175 MCHENRY AVE.		9,770.00
LSL REIMBURSEMENT - 175 MCHENRY AVE.		200.00
	TOTAL:	9,970.00
FLOLO CORPORATION		
WTP5 IRON FILTER TRANSFER PUMP		5,294.00
	TOTAL:	5,294.00
FOX VALLEY FIRE & SAFETY CO.		
RADIO INSTALLATION - PKWY CROSSING BLDG F		275.00
RADIO INSTALLATION - PKWY CROSSING CLUBHOUSE		275.00
	TOTAL:	550.00

Description		Amount
FOXCROFT MEADOWS		
SEED MIX		295.50
	TOTAL:	295.50
GASVODA & ASSOCIATES, INC		
PLANT 2 SAMPLER REPAIR PARTS		601.56
	TOTAL:	601.56
GENERAL CODE		
SUPPLEMENT 68 UPDATE		3,685.00
	TOTAL:	3,685.00
GESKE & SONS, INC		
UNDERGROUND PATCHING MATERIAL		136.90
POTHOLE PATCHING MATERIAL		147.38
POTHOLE PATCHING MATERIAL		242.84
POTHOLE PATCHING MATERIAL		170.96
SURFACING MATERIAL		159.17
SURFACING MATERIAL		215.50
	TOTAL:	1,072.75
GREG BARRETT		
LSL REIMBURSEMENT - 111 S. WILLIAMS ST.		12,210.00
LSL REIMBURSEMENT - 111 S. WILLIAMS ST.		200.00
	TOTAL:	12,410.00
HAGG PRESS INC		
OCTOBER 2026 NEWSLETTER		5,140.22
	TOTAL:	5,140.22
HAWKINS INC		
SODIUM THIOSULFATE		469.55
	TOTAL:	469.55
HD SUPPLY, INC		
WTP LAB SUPPLIES		454.80
ODOR CONTROL CHEMICAL		735.42
STORM STATION 4 FLOAT SWITCH		140.38
PLANT 2 SODIUM THIOSULFATE CHEM FEED PUMP		557.95
HYDRANT METER		902.45
	TOTAL:	2,791.00
HEARTLAND COMPUTERS, INC		
ZEBRA THERMAL CITATION PAPER - SQUADS		660.00
	TOTAL:	660.00
HENRY SCHEIN INC		
CATHETER SUCTION		4.35
CATHETER SUCTION		1.45
CATHETER SUCTION		0.29
	TOTAL:	6.09

Description		Amount
HOFFIE NURSERY INC		
FALL MUM DECORATIONS		743.85
DEPOT PARK MUMS		781.54
	TOTAL:	1,525.39
HOJNACKI, JOE		
CLOTHING REIMBURSEMENT - SHOES		137.99
	TOTAL:	137.99
HOME DEPOT CREDIT SERVICES		
HOME DEPOT PURCHASES - SEPTEMBER 2026		958.53
	TOTAL:	958.53
HUB INTERNATIONAL LIMITED		
NOTARY PUBLIC BOND		20.00
NOTARY PUBLIC BOND		20.00
NOTARY PUBLIC BOND		20.00
	TOTAL:	60.00
HUBEXO US, INC		
SEPTEMBER ONLINE BIDDING SERVICES		506.00
	TOTAL:	506.00
IL ASSOC OF CHIEFS OF POLICE		
MEMBERSHIP RENEWAL - NEUMANN		120.00
	TOTAL:	120.00
ILLINOIS FIRE INSPECTORS ASSOCIATION		
FIRE INSPECTION 1 CLASS - FOWLES		450.00
	TOTAL:	450.00
JEREMY LENNON		
CDL REIMBURSEMENT		61.46
	TOTAL:	61.46
JOEL SAX		
UB refund for account: 062072-014		19.61
	TOTAL:	19.61
JOSE BELLO		
LSL REIMBURSEMENT - 185 GLEN AVE.		12,085.00
LSL REIMBURSEMENT - 185 GLEN AVE.		200.00
	TOTAL:	12,285.00
JOSEPH D. FOREMAN & COMPANY		
FABRICATED SLIDE GATE - CLARIFIER 5 INFLUENT VALVE		18,100.00
PLANT 3 FLANGE ACCS, GALVANIZED STEEL THREADED		438.00
	TOTAL:	18,538.00

Description		Amount
JT UNDERGROUND		
REFUND - RETURNED HYDRANT METER		1,215.55
	TOTAL:	1,215.55
KERRY FLEEGER		
UB refund for account: 072543-000		31.08
	TOTAL:	31.08
KILLINGER, BRYAN		
AMBULANCE REFUND		1,393.11
	TOTAL:	1,393.11
LENNAR		
PERFORMANCE BOND REFUND 1186 LARSWOOD		1,500.00
PERFORMANCE BOND REFUND 1119 WHITE OAK		1,500.00
PERFORMANCE BOND REFUND 1149 WHITE OAK		1,500.00
PERFORMANCE BOND REFUND 684 CASSIA		1,500.00
PERFORMANCE BOND REFUND 688 CASSIA		1,500.00
PERFORMANCE BOND REFUND 692 CASSIA		1,500.00
PERFORMANCE BOND REFUND 649 CASSIA		1,500.00
PERFORMANCE BOND REFUND 643 CASSIA		1,500.00
	TOTAL:	12,000.00
LENNAR		
UB refund for account: 075224-001		10.63
	TOTAL:	10.63
LOU'S GLOVES		
NITRILE GLOVES		440.00
	TOTAL:	440.00
MARK 1 LANDSCAPE INC		
MOWING OF CITY OWNED PROPERTIES		6,255.00
ROW MOWING		4,265.00
	TOTAL:	10,520.00
MCHENRY CO RECORDER		
RECORDING OF LIENS		124.00
	TOTAL:	124.00
MCMASTER CARR SUPPLY CO.		
HARDWARE, PLANT 3		344.10
PLANT 3 WASTE PUMP HARDWARE		164.24
PRIMARY PUMP #1 PRESSURE GAUGE REPLACEMENT		186.08
PRIMARY PUMP #1 PIPING - WWTP #2		27.99
	TOTAL:	722.41
MEADE ELECTRIC CO INC		
STREET/TRAFFIC LIGHT MAINTENANCE & REPAIR		12,652.18
	TOTAL:	12,652.18

	Description		Amount
MENARD INC			
	MISC SUPPLIES		160.32
	MISC SUPPLIES		56.22
	PREHUNG EXTERIOR DOUBLE DOOR & SUPPLIES		793.87
	COPPER WIRE & GROUNDING CLAMPS		76.80
	WASHING MACHINE		476.06
	DRYWALL & MISC SUPPLIES		235.67
	SURGE PROTECTORS		29.97
	MISC SUPPLIES		57.17
	WATER FILTER & CLEANING SUPPLIES		73.44
	MISC SUPPLIES		121.27
	MISC SUPPLIES		78.29
	MISC SUPPLIES		55.64
	MISC SUPPLIES		97.54
	AUTOMOTIVE CLEANING SUPPLIES		19.98
	PUMP PARTS		70.18
	MISC TOOLS		30.11
	MISC SUPPLIES		123.58
	WIRE FOR LIQUID TANK - PUMP STATION		434.00
	MISC SUPPLIES		188.87
	MISC SUPPLIES		188.62
		TOTAL:	3,367.60
MICHAL GRABOWSKI			
	UB refund for account: 050028-003		36.50
		TOTAL:	36.50
MID AMERICAN WATER OF WAUCONDA			
	WTP5 PIPING		425.48
		TOTAL:	425.48
MID-AMERICAN ELEVATOR CO, INC			
	ELEVATOR MAINTENANCE CONTRACT		520.00
		TOTAL:	520.00
MIDWEST PAVING EQUIPMENT INC			
	ASPHALT RELEASE AGENT		495.00
		TOTAL:	495.00
MIDWEST POWER INDUSTRY, INC			
	LS 30 BLOCK HEATER INSTALLATION		2,211.79
		TOTAL:	2,211.79
MIDWEST SALT			
	2026 WATER TREATMENT SALT - PRODUCTION		2,898.46
	2026 WATER TREATMENT SALT - PRODUCTION		2,670.93
	2026 WATER TREATMENT SALT - PRODUCTION		3,199.68
	2026 WATER TREATMENT SALT - PRODUCTION WTP1		2,814.43
	2026 WATER TREATMENT SALT - PRODUCTION WTP3		2,806.67
		TOTAL:	14,390.17
MINUTEMAN PRESS			
	PAT WOOLBRIGHT CLOTHING		252.08
	CLOTHING - MONOGRAMMING		118.68
		TOTAL:	370.76

Description		Amount
MOTOROLA SOLUTIONS		
STARCOM AIRTIME - OCTOBER 2026		8,856.00
	TOTAL:	8,856.00
NORTH EAST MULTI-REGIONAL TRAINING		
FIREARMS WAIVER - ORELLANA		25.00
FIELD TRAINING OFFICER TRAINING - MARCHESE		275.00
	TOTAL:	300.00
OLSEN SAFETY EQUIPMENT CORP		
RESPIRATOR		38.69
SAFETY VESTS - PPE		695.00
	TOTAL:	733.69
ORMSBY MOTORS INC		
UNIT 823 TOW FROM 3 OAKS TO GARAGE		85.00
	TOTAL:	85.00
PROMOS 911, INC		
OPEN HOUSE GIVEAWAY ITEMS AND PUB ED SUPPLIES		2,050.09
	TOTAL:	2,050.09
RJN GROUP INC		
LIFT 19 WW FORCE MAIN ASSESSMENT SERVICES		14,058.00
	TOTAL:	14,058.00
ROBERT MOBERG		
LSL REIMBURSEMENT - 340 W. CRYSTAL LAKE AVE.		12,215.00
LSL REIMBURSEMENT - 340 W. CRYSTAL LAKE AVE.		200.00
	TOTAL:	12,415.00
ROBERT WISZ		
REIMBURSEMENT - CCI RADIO STRAP		169.75
	TOTAL:	169.75
RUEKERT-MIELKE INC		
ENG SERVICES - GENERATOR & ATS REPLACEMENT LS 24 & 26		9,341.13
	TOTAL:	9,341.13
RYANE PIHL		
UB refund for account: 069105-000		19.51
	TOTAL:	19.51
SAFE RESTRAINTS INC		
WRAP REPLACEMENT		1,657.12
	TOTAL:	1,657.12

Description		Amount
SAFETY-KLEEN CORP.		
5W30 MOTOR OIL		844.31
DEF FOR FIRE DEPT STATIONS		771.91
	TOTAL:	1,616.22
SAM'S CLUB DIRECT		
SAM'S CLUB PURCHASES - SEPTEMBER 2026		1,715.66
	TOTAL:	1,715.66
SANDMAN'S PAVING & SEALCOATING INC		
REPLACEMENT DRIVEWAY AT LS 23		4,440.00
	TOTAL:	4,440.00
SEBIS DIRECT INC (SERVICE)		
UTILITY BILL PRINTING		1,175.40
	TOTAL:	1,175.40
SHAW SUBURBAN MEDIA GROUP		
BID AD		54.09
	TOTAL:	54.09
SHERMAN MECHANICAL INC		
2026 HVAC MAINTENANCE & RPZ CERTIFICATION		330.42
2026 HVAC MAINTENANCE & RPZ CERTIFICATION		393.59
2026 HVAC MAINTENANCE & RPZ CERTIFICATION		6,503.76
2026 HVAC MAINTENANCE & RPZ CERTIFICATION		512.25
2026 HVAC MAINTENANCE & RPZ CERTIFICATION		377.00
REPLACEMENT WATER HEATER AT PLANT 3		1,794.00
	TOTAL:	9,911.02
SPECIALTY SPRINKLING SYSTEMS INC		
MID SUMMER CHECK & REPAIRS FOR THE MUNICIPAL COMPLEX		1,278.00
	TOTAL:	1,278.00
SPENCER, TIMOTHY		
CLOTHING ALLOWANCE		214.73
	TOTAL:	214.73
STRYKER SALES CORPORATION		
POWER LOAD REPAIR		201.00
	TOTAL:	201.00
SWANSON, MARTIN & BELL LLP		
LEGAL SERVICES - TRAFFIC		20,081.50
	TOTAL:	20,081.50
SWIFT WASH CRYSTAL LAKE, LLC		
SEPTEMBER CAR WASHES		108.00
CAR WASHES - ENG/STREETS - SEPT 2026		126.00
	TOTAL:	234.00

Description		Amount
TERMINAL SUPPLY INC		
SHOP SUPPLIES		359.76
	TOTAL:	359.76
THELEN MATERIALS LLC		
GRAVEL		4,677.04
GRAVEL		3,978.22
	TOTAL:	8,655.26
THOMAS SPENCER		
UB refund for account: 074342-019		34.54
	TOTAL:	34.54
THOMPSON ELEVATOR INSP SERVICE INC		
2026 ELEVATOR INSPECTIONS (PASS THRU COSTS)		86.00
2026 ELEVATOR INSPECTIONS (PASS THRU COSTS)		473.00
	TOTAL:	559.00
THOMSON REUTERS - WEST		
CLEAR SUBSCRIPTION - OCTOBER 2026		1,952.75
	TOTAL:	1,952.75
T-MOBILE USA INC.		
5G BACKUP INTERNET		5.04
	TOTAL:	5.04
T-MOBILE		
PHONE RECORDS - SUBPOENA CL-26-016334		100.00
	TOTAL:	100.00
TODAY'S UNIFORMS		
YOUNG - UNIFORM ALLOWANCE - T-SHIRTS		59.85
	TOTAL:	59.85
TRAFFIC CONTROL & PROTECTION LLC		
PAVING MARKINGS		913.90
	TOTAL:	913.90
ULTRA STROBE COMMUNICATIONS INC		
UNIT 304 LIGHTS		882.50
UNIT 304 RADIO ANTENNA INSTALL		449.90
	TOTAL:	1,332.40
UPS		
POSTAGE - STREAMLIGHT REPAIR		22.41
	TOTAL:	22.41

	Description		Amount
USALCO, LLC			
	ALUM PLANT 2		4,862.39
		TOTAL:	4,862.39
VC3 INC			
	BACKUP AND DISASTER RECOVERY SERVICE		4,058.00
		TOTAL:	4,058.00
VEGA AMERICAS, INC			
	REPLACEMENT TRANSDUCER FOR LIFT 12		1,508.02
		TOTAL:	1,508.02
VESTIS GROUP, INC ARAMARK UNIFORM & CAREER APPAREL GROUP, INC			
	TOWEL/MAT SERVICE		39.26
	TOWEL/MAT SERVICE		65.52
	TOWEL/MAT SERVICE		83.16
	TOWEL/MAT SERVICE		39.63
	TOWEL/MAT SERVICE		51.35
	TOWEL/MAT SERVICE		66.14
	TOWEL/MAT SERVICE		65.70
		TOTAL:	410.76
VICTOR FORD			
	REPAIRS ON PD UNIT #1030		983.60
		TOTAL:	983.60
VIKING CHEMICAL CO.			
	CLEANING CHEMICALS - CHLORIDE STATION FORCE MAIN		1,318.42
		TOTAL:	1,318.42
VILLAGE OF ROMEOVILLE FIRE ACADEMY			
	FD INCIDENT SAFETY OFFICER - ODISHOO		450.00
		TOTAL:	450.00
VTX INTERMEDIATE HOLDINGS II, INC			
	VERTEXONE TRANSACTIONAL FEES - SEPTEMBER 2026		52.14
		TOTAL:	52.14
W.S. DARLEY & CO			
	RDG RECRUIT FIREFIGHTING GEAR		11,242.00
	LEATHER SHIELDS		302.50
		TOTAL:	11,544.50
WATERS EDGE RPM LIVING			
	UB refund for account: 075160-001		28.54
	UB refund for account: 075159-001		84.45
		TOTAL:	112.99

Description		Amount
WELDERS SUPPLY COMPANY		
OXYGEN RENTAL SEPT 2026		322.00
ACETYLENE, PROPANE		57.12
OXYGEN RENTAL SEPT 2026		310.08
	TOTAL:	689.20
WHOLESALE DIRECT INC		
SIGNAL LIGHT LED TRUCK 503		569.18
	TOTAL:	569.18
WOLD ARCHITECTS & ENGINEERS		
POLICE GARAGE CONCEPTUAL STUDY		3,890.11
ADMINISTRATION TOILET ROOM REFRESH PROJECT		2,086.12
MAIL ROOM SKYLIGHT INFILL PROJECT		1,913.75
	TOTAL:	7,889.98
Y-PERS, INC		
CLASS III T-SHIRTS FOR NEW EMPLOYEES PPE		339.45
	TOTAL:	339.45
ZIEGLER'S ACE HARDWARE		
ZIEGLER'S ACE PURCHASES - SEPTEMBER 2026		408.59
	TOTAL:	408.59
Report Total:		497,101.32

FUND TOTALS:

101 GENERAL FUND	199,959.52
110 CAPITAL REPLACEMENT FUND	30,722.80
201 RESTRICTED POLICE FUNDS	660.00
230 FIRE RESCUE FUND	23,031.80
260 PARKING FUND	929.83
620 WATER & SEWER FUND	162,910.55
630 W&S CAPITAL & EQUIP REPL FUND	78,886.82

PAYMENT TYPE TOTALS:

ACH Transaction	334,733.71
Paper Check	162,367.61

INVOICE APPROVAL (BY INVOICE) FOR CITY OF CRYSTAL LAKE

EXP CHECK RUN DATES 10/14/2026 - 10/14/2026
POSTED AND UNPOSTED OPEN AND PAID
VENDOR CODES: MISC, 000053, 000073, 000092, 000293 (10256 more)

Invoice Number	Bank Account	Description	Amount
055973 MCHENRY CO RECORDER			
INVOICE_3444	GFCKG	LAREDO SERVICES & PRINTED PAGES	253.00
Total For: MCHENRY CO RECORDER			253.00
102914 PITNEY BOWES BANK INC RESERVE			
13064050	GFCKG	POSTAGE MACHINE REFILL	2,465.78
Total For: PITNEY BOWES BANK INC RESERVE			2,465.78
136813 SEBIS DIRECT INC (POSTAGE)			
POSTAGE NOV 26	GFCKG	UTILITY BILL POSTAGE NOV 26	7,127.34
Total For: SEBIS DIRECT INC (POSTAGE)			7,127.34
102663 WEX BANK			
115714870	GFCKG	GASOLINE PURCHASE	56.02
Total For: WEX BANK			56.02
Report Total:			9,902.14

FUND TOTALS:

101 GENERAL FUND	1,679.73
230 FIRE RESCUE FUND	223.47
620 WATER & SEWER FUND	7,998.94

PAYMENT TYPE TOTALS:

ACH Transaction	7,127.34
Paper Check	2,774.80

LIST OF BILLS PRESENTED FOR APPROVAL
October 20, 2026

APPROVED BY:

Mayor

City Manager

Council Member

Finance Director

Fund	Description	Amount
101	General Fund	$201,639.25
110	Capital Replacement Fund	$30,722.80
201	Restricted Police Funds	$660.00
230	Fire/Rescue Fund	$23,255.27
260	Parking Fund	$929.83
620	Water and Sewer Fund	$170,909.49
630	W&S Capital & Equip Repl Fund	$78,886.82
	Subtotal - Checks	**$507,003.46**
	Wire Transfers	
	Biweekly Payroll 10/09/26	$1,266,010.73
	IPBC October Health Insurance	$659,532.88
	Subtotal - Wire Transfers	**$1,925,543.61**
	GRAND TOTAL	**$2,432,547.07**

Agenda Item No: 8b

City Council
Agenda Supplement

Meeting Date: October 20, 2026

Item: Special Event Request, Street Closure, Parking Restrictions, and Fee Waiver - Downtown Crystal Lake - Festival of Lights Parade – Friday, November 27, 2026

Staff Recommendation: Motion to approve the 2026 Festival of Lights Parade to be held on Friday, November 27, 2026, subject to the conditions contained in this agenda supplement and a waiver of the City Staff Assistance chargeback fees (~$12,385 for City Staff Assistance)

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

Background:

Downtown Crystal Lake is requesting approval to hold the annual Festival of Lights Parade on Friday, November 27, 2026, at 7:00 p.m. in Downtown Crystal Lake. Since they are requesting road closures, establishment of temporary no-parking zones, use of City property, and Police and Public Works Department assistance, this event is classified as a Special Event that requires City Council approval.

This year's parade route is new. The parade participants and vehicles will line up at the Crystal Lake Public Library and along Paddock Street. Parade participants will be asked to use the Library Lot to park their personal vehicles during the parade. The parade will start going east on Paddock Street, north on Caroline Street, east on Woodstock Street, south on Walkup Avenue, east on Crystal Lake Avenue, north on Williams Street, and then west on Woodstock Street. Like previous years, Santa will be on the last float, and he will light the Holiday Tree in its new location at Depot Park. Parade floats will exit the parade continuing west on Woodstock Street past Depot Park. A map of the parade route is included for review.

The following roads will be closed starting at about 6:30 p.m. for the parade route and will open when the route clears at about 9:00 p.m.

- Paddock Street between McHenry Avenue and Caroline Street
- Caroline Street between Paddock Street and Woodstock Street
- Woodstock Street between Caroline Street and Main Street
- Main Street between Crystal Lake Avenue and Woodstock Street
- Crystal Lake Avenue between Walkup Avenue and Williams Street
- Williams Street between Crystal Lake Avenue and Woodstock Street

The road closures are not the same as in previous years.

In addition, the Downtown Crystal Lake organization is requesting to prohibit parking temporarily along the following streets from 5:00 p.m. until the end of the parade at approximately 9:00 p.m.

- Both sides of Paddock Street between McHenry Avenue and Caroline Street,
- Both sides of Caroline Street between Paddock Street and Woodstock Street,
- Both sides of Walkup Avenue between Crystal Lake Avenue and Woodstock Street,
- Both sides of Crystal Lake Avenue between Walkup Avenue and Williams Street, and
- Both sides of Williams Street between Crystal Lake Avenue and Woodstock Street.

The Crystal Lake Police Department will place "NO PARKING AFTER 5 P.M. BY POLICE ORDER" signs along Paddock Street, Caroline Street, Williams Street, Walkup Avenue, Crystal Lake Avenue, and Woodstock Street. The Downtown Crystal Lake organization will place City-owned barricades and parking cones to restrict parking along Williams Street and Woodstock Street.

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

1) The approval for the event is valid on Friday, November 27, 2026, from 7:00 p.m. to 9:00 p.m.
2) The Downtown Crystal Lake organization must coordinate with the Crystal Lake Police Department and the Crystal Lake Public Works Department regarding staffing, signage, and other needs for the parade.
3) Signs must be posted restricting parking on the following streets:
    a. Both sides of Paddock Street between McHenry Avenue and Caroline Street,
    b. Both sides of Caroline Street between Paddock Street and Woodstock Street
    c. Both sides of Walkup Avenue between Crystal Lake Avenue and Woodstock Street
    d. Both sides of Crystal Lake Avenue between Walkup Avenue and Williams Street and
    e. Both sides of Williams Street between Crystal Lake Avenue and Woodstock Street.

    The signs must be removed after the parade has concluded.
4) City-owned barricades and parking cones will be used by the petitioner to block parking on Woodstock Street and Williams Street.
5) The petitioner must continue to work with City staff on how best to control spectators which may include 3-foot tall metal barricades, additional parade marshals, additional Police assistance, Public Works vehicles and assistance, or other acceptable crowd control measures to ensure the safety of all spectators and participants.

6) Any vendor present at this event, or present within the immediate area during the event, must have permission and approval from the Downtown Crystal Lake / Main Street organization, along with the appropriate proof of insurance and a vendor license. In addition, any business conducting a promotional activity must coordinate with the Downtown Crystal Lake organization to ensure the activity does not conflict with the parade approval.
7) All debris created by the event must be cleaned up during and after the event. In addition, please contact the City of Crystal Lake at least two weeks before the event to schedule a special litter collection following the parade.
8) If tents or canopies are used, the petitioner must contact the Fire Rescue Department for further review.
9) Barricades shall be placed so that firefighters are able to move them if emergency vehicles need access.
10) All Fire Hydrants shall be accessible.
11) Promotional and informational banners and signage are approved via this approval. Please contact the Building Division regarding the details of the signage to be used in conjunction with the event.
12) Emergency vehicle access must be maintained throughout the event. Items should not be placed on the roadway to prohibit access, and volunteers should be available to remove barricades to allow emergency vehicles on the roadway if necessary.
13) A weather monitoring person is required during the event and an emergency plan shall be in place in the event of severe weather.
14) Portable toilets should be provided in the Depot parking lot for visitors' use.

The City estimates that the cost for City Staff Assistance for this event will be approximately $12,385 based on the scope of the event. In previous years, Downtown Main Street has not been charged for the City Staff Assistance.

Downtown Crystal Lake Main Street has requested that City Staff Assistance chargeback be waived again this year.

As in previous years, the Public Works Department will assist in set up and road closures for the parade.

The applicant has been made aware of these recommended conditions and advised to attend the October 20, 2026, City Council meeting to answer any questions.

Votes Required to Pass: Simple majority vote.

CITY OF
Crystal Lake
ILLINOIS

SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

EVENT NAME 2026 Festival of Lights Parade

EVENT LOCATION Library (start), Paddock St., Caroline St., Woodstock St., Grant St., Crystal Lake Ave., Williams St., Depot Park (end)

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

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

GENERAL EVENT INFORMATION

1. TYPE OF EVENT (Check all that apply)

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

2. General Description/Purpose of the event:
Kick off the Holiday Season in Downtown Crystal Lake and bring Santa to town to light up the new Holiday Tree in Depot Park!

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

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

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

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

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

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

9. Estimated attendance: 4,500 - 6,000

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

ORGANIZATION INFORMATION

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

Address: 25 W Crystal Lake Ave
Crystal Lake, IL 60014

(Please check preferred means of contact)

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

EVENT OPERATION

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

Set Up: 11/27/2026
Event: 11/27/2026
Dismantling: 11/27/2026

15. Hours of the event:

Set Up: 10 AM line up cones
Event: 7:00 PM - 9 PM
Dismantling: 9:00 PM - 10:00 PM

CITY MANAGER'S OFFICE

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

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

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

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

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

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

_____

_____

_____

**Please complete the attached Temporary Liquor License Application*

COMMUNITY DEVELOPMENT

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

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

    Temporary community event signs ☑ Yes ☐ No

    Temporary neighborhood event signs ☑ Yes ☐ No

    Directional signs ☑ Yes ☐ No

    Banner ☑ Yes ☐ No

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

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

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

    Description of Products a few downtown businesses mayl be in Brink Street Marke or in front of thier shops selling holiday themed goods and hot cocoa

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

    Name of Company Crown Restrooms/LRS
    Address 1704 Lamb Road, Ste B Woodstock, IL 60098
    Phone 815-459-5558

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

    If yes, please specify the power requirements and plan for provision
    We will need power in Depot Park for the Parade announcer and music

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

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

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

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

28. Please state what provisions have been made for first aid and emergency medical services, if any:
We will have a first aid kit available and the police and fire department is less than a mile away.

PUBLIC WORKS

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

If yes, please complete the attached Barricade Borrowing Application

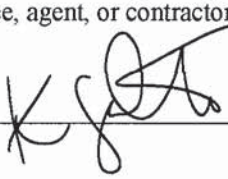
30. Will the event require water? ☐ Yes ☑ No

Specify _____

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

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

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



Signature

10/09/2026
Date

Katie Galto
Print Name

STAFF USE ONLY

Assigned City Department: _____

Assigned City Staff Liaison: _____

Meeting with Event Organizer Required: ☐ Yes ☐ No

City Council Approval Required: ☐ Yes ☐ No

DOWNTOWN
CRYSTAL LAKE

25 W. Crystal Lake Ave
Crystal Lake, IL 60014

City of Crystal Lake
100 W Woodstock St
Crystal Lake, IL 60014

To Whom It May Concern,

The Downtown Crystal Lake/Main Street organization is requesting a waiver of fees for Police detail for the annual Festival of Lights Parade taking place on November 27th, 2026. This event draws approximately 4,500-6,000 visitors into our Downtown. Our Downtown organization is a 501c3 that plans, promotes, and runs this event that enriches our community and draws visitors from all over Northern Illinois.

We appreciate your consideration of this request!

Sincerely,

Joy Neal

Joy Neal
Executive Director

Memorandum of Understanding – Use of Library Parking Lot

Between

Downtown Crystal Lake/Main Street
25 West Crystal Lake Avenue
Crystal Lake, IL 60014

And

Crystal Lake Public Library
126 W. Paddock Street
Crystal Lake, IL 60014

This Memorandum of Understanding (MOU) sets forth the terms and understanding between Downtown Crystal Lake/Main Street (DTCL/MS) and Crystal Lake Public Library (CLPL) (the Parties or Party) to allow the use of CLPL's parking lot as the float set-up location for the Festival of Lights Parade, Friday, November 27, 2026.

Downtown Crystal Lake/Main Street is a not-for-profit 501 (c)3 organization.

1. Objective: To confirm the terms of CLPL's consent to use of CLPL's parking lot as the float set-up location for the Festival of Lights Parade, Friday, November 27, 2026.

2. Cost

- No cost to DTCL/MS.

3. Deliverables

DTCL/MS will provide all items/supervision/insurance as stated in the attached letter dated March 29, 2026. CLPL consents to use of CLPL's parking lot for the use described in the attached letter.

4. Indemnification

DTCL/MS hereby agrees to defend, indemnify and hold harmless CLPL, its board, its elected officers, agents, and employees from and against all claims, demands, liabilities, losses, damages, suits, judgments, costs and expenses (including reasonable attorneys' fees and costs of defense) in any manner arising out of or resulting from DTCL/MS' performance under this MOU.

5. Notice

All notices and other communications required to be given under the MOU shall be in writing and shall be deemed to have been given (i) when personally delivered; (ii) three (3) business days after mailing, postage prepaid, by certified mail; or (iii) when delivered (and receipted for) by an overnight delivery service, addressed in each case to the Parties at the addresses set forth below.

If to DTCL/MS:

Joy Neal, Executive Director
Downtown Crystal Lake/Main Street
25 West Crystal Lake Avenue, Crystal Lake, IL 60014

If to CLPL:

Board of Library Trustees
Crystal Lake Public Library
126 Paddock Street
Crystal Lake, IL 60014

6. Entire MOU

This MOU constitutes the entire MOU and understanding of the Parties regarding the subject matter contained herein and supersedes all prior MOUs and understandings between the Parties dealing with such subject matter, whether written or oral. No MOU hereafter made between the Parties shall be binding on either party unless reduced in writing and signed by the Parties.

Board of Library Trustees
Crystal Lake Public Library

By: _____ Date Signed: 4/15/26
Cary Waxler, President Crystal Lake Public Library Board of Trustees

Downtown Crystal Lake/Main Street
By: _____ Date Signed: 05/06/2026
Joy Neal, Executive Director

City of Crystal Lake
Barricade & Cone Borrowing/ Block Party Application

Individuals wanting to borrow barricades or cones from the City of Crystal Lake are required to provide the information requested and agree to all of the conditions stated in the following application.

Privately sponsored Events on Private Property are excluded. Organizer must provide own barricades /cones.

Name & Location of Event: 2026 Festival of Lights Parade

Katie		Galto
First Name		Last Name

25 W Crystal Lake	Crystal Lake	IL	60014
Residential Address	City	State	Zip

[redacted]	(___)____-_____	[redacted]
Home Phone	Cell Phone	Email

Date of Event: 11 / 27 / 2026 Time of Event: 7 to 9 PM

Number of Barricades Needed *(maximum 12) at least two per intersection*: _____

Number of Cones Needed *(maximum 20)*: 187 plus 55 small cones

Street(s) to be closed to non-emergency traffic:

_____ between _____ and _____
Street Name Street Name Street Name

Applicant agrees to:

- Return barricades and cones in the same condition as received.
- Return barricades and cones to the City Garage on the following business day after completion of the event.
- Reimburse the City of Crystal Lake for barricades or cones which are damaged or missing at a rate of $98 per barricade and $26 per cone.

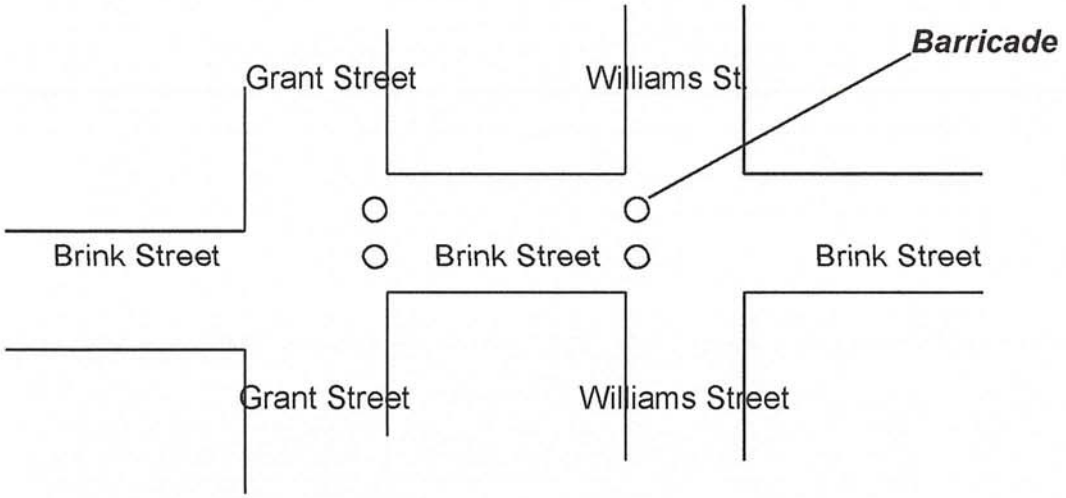
Kgalto
_____
Borrower Signature

10 / 09 / 2026
Date

Please return application to the Public Works Department at: bmogan@crystallake.org or City of Crystal Lake, 100 W. Woodstock Street, Crystal Lake, IL 60014 (815) 356-3614

Prior to approval for the use of City barricades or cones, the applicant is required to identify the exact placement of the barricades and cones. In the space provided below, please draw a map indicating the location of the barricades or cones to be used for the event and provide a description of the street(s) to be closed to non-emergency traffic (see example below).

Example:



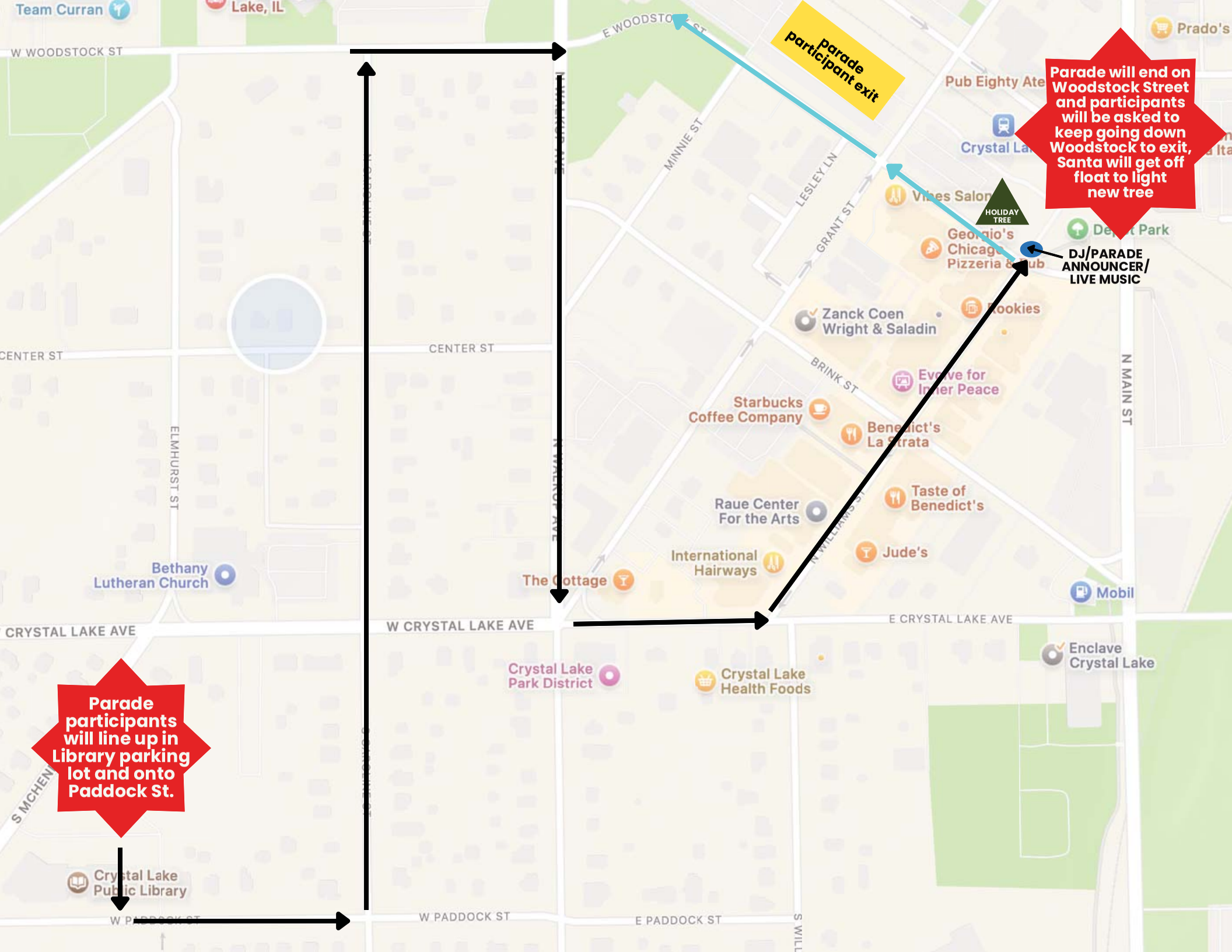
Example Description:
Access to Brink Street between Grant Street and Williams Street will be closed to non-emergency traffic.

Map showing the Location of the Barricades and Cones:

see attached

Description:

Please return application to Public Works Department at: bmogan@crystallake.org or
City of Crystal Lake, 100 W. Woodstock Street, Crystal Lake, IL 60014 (815) 356-3614


Parade participant exit
Parade will end on Woodstock Street and participants will be asked to keep going down Woodstock to exit, Santa will get off float to light new tree
HOLIDAY TREE
DJ/PARADE ANNOUNCER/ LIVE MUSIC
Parade participants will line up in Library parking lot and onto Paddock St.
W WOODSTOCK ST
E WOODSTOCK ST
MINNIE ST
LESLEY LN
GRANT ST
BRINK ST
CENTER ST
ELMHURST ST
N MAIN ST
N WILLIAMS ST
W CRYSTAL LAKE AVE
E CRYSTAL LAKE AVE
W PADDOCK ST
E PADDOCK ST
Team Curran
Prado's
Pub Eighty Ate
Zanck Coen Wright & Saladin
Starbucks Coffee Company
Taste of Benedict's
Raue Center For the Arts
Jude's
International Hairways
Bethany Lutheran Church
Crystal Lake Park District
Crystal Lake Health Foods
Enclave Crystal Lake
Crystal Lake Public Library
Mobil

Agenda Item No: 9

City Council
Agenda Supplement

Meeting Date: October 20, 2026

Item: Class 20 Temporary Liquor License Request –
Service League of Crystal Lake – Holiday Gala Event

Staff Recommendation: Motion to approve issuance of one (1) Class 20 Temporary Liquor Licenses to the Service League of Crystal Lake – Holiday Gala Event, Saturday, December 5, 2026

Staff Contact: Nicholas Hammonds, Deputy City Manager
Melanie Gray, Assistant to the City Manager

Background:
The City has received a request from the Service League of Crystal Lake for the issuance of a Class 20 Temporary Liquor License to offer alcohol, in the package only, as a raffle prize for their Holiday Gala Event on Saturday, December 5, 2026.

The organization will need a temporary liquor license as the awarding of alcoholic liquor as a prize is considered the sale of alcohol by the State Liquor Control Act. The alcoholic raffle prizes will be awarded at the Crystal Lake Country Club located at 721 Country Club Road, on Saturday, December 5, 2026, and must be picked up by Monday, December 7, 2026.

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

Votes Required to Pass:
Simple majority

Agenda Item No: 10

City Council
Agenda Supplement

Meeting Date: October 20, 2026

Item: Downtown Crystal Lake Depot Station Automated Teller Machine Lease Agreement

Staff Recommendation: Motion to adopt a Resolution approving a five-year lease agreement, with two optional five-year extensions, with Home State Bank for the placement of an ATM in the Crystal Lake Depot Train Station and authorizing the City Manager to execute the lease Agreement

Staff Contact: Nick Hammonds, Deputy City Manager

Background:

The City entered into a lease agreement with the Union Pacific Rail Line for the maintenance of the Downtown Crystal Lake Depot Train Station in 2004. Under this lease agreement, the City opened a Request for Proposals and entered into a sub-lease agreement with Home State Bank to operate an Automated Teller Machine (ATM) at the station. The monthly rent required in the sublease provided the City with a $0.50 per foreign transaction (which are transactions using an ATM card not from the bank providing the ATM).

At the March 7, 2023 City Council meeting, the City Council authorized the purchase of the Crystal Lake Depot Train Station and Surrounding Property at 70-88 E. Woodstock Street. Therefore, the sublease agreement between the City and Home State Bank effectively terminated. The City has prepared a new lease agreement between the City and Home State Bank to allow the ATM to remain in the station. A competitive procurement process is not necessary due to the limited amount of annual fees generated from the agreement.

The new lease agreement proposes an annual fee of $100. The rent structure in the previous sublease required monthly reporting and necessitated additional administrative staff time to verify the accuracy of payments. The City proposes an annual fee of $100 due no later than January 31st to simplify the reporting process. This amount is based on the average amount of rent fees paid in previous years.

Recommendation:

It is staff's recommendation to approve the lease agreement with Home State Bank for the placement of an ATM at the Downtown Depot Train Station. Home State Bank has confirmed their approval with the terms set forth in the lease agreement. The City Attorney has reviewed and approves of the agreement.

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 be and he is hereby authorized and directed to execute a five-year lease agreement, with two optional five-year extension terms, with Home State Bank for the placement of an Automated Teller Machine (ATM) in the Downtown Crystal Lake Depot Train Station.

DATED this 20th day of October, 2026.

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: October 20, 2026
APPROVED: October 20, 2026

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STORE LEASE

DATE OF LEASE	TERM OF LEASE
_____	Begin on the date of Lessee receipt of the Lessor Approvals (the "Commencement Date") which will end on the fifth anniversary of said Commencement Date, which term shall automatically be extended for up to two (2) successive five year periods, unless at least six (6) months prior to the end of the then applicable term, Lessee delivers notice of nonrenewal to Lessor, in which case this Lease shall not be so extended and shall expire at the end of said otherwise applicable term.
ANNUAL RENT - $100.00 due no later than January 31 annually.	
LOCATION OF PREMISES	
Automated Teller Machine (ATM) to be installed in a highly visible, mutually agreed upon location within the interior space of the Crystal Lake Depot Train Station.	
PURPOSE	
Automated Teller Machine (ATM)	

	LESSEE		**LESSOR**
Name:	Home State Bank, National Association	Name:	City of Crystal Lake
Address:	40 Grant Street	Address:	100 W. Woodstock St.
City:	Crystal Lake, IL 60014	City:	Crystal Lake, IL 60014

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

LEASE COVENANTS AND AGREEMENTS

1. RENT. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, annually, until termination of this Lease, at Lessor's address stated above or such other address as Lessor may designate in writing.

2. COMPLIANCE WITH LEASE AGREEMENT. Lessee acknowledges and shall comply with the terms of the lease agreement as they relate to the Lessee in the Crystal Lake train station owned and operated by the City of Crystal Lake.

3. PHONE CHARGES. Lessee will pay, in addition to the rent above specified for the location in which the Automated Teller Machine is located, all phone bills taxed, levied or charged for the Automated Teller Machine, for and during the time for which this Lease is granted; and in case said phone shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

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4. SUBLETTING; ASSIGNMENT. The Premises shall not be sublet in whole or in part to any person other than Lessee, provided that the Lessor may lease space within the Building to a retail vendor so long as such use does not interfere with that of Lessee, and Lessee shall not assign this Lease without, in each case, the consent in writing of Lessor first had and obtained; nor permit to take place by any act or default of himself or any person within his control any transfer by operation of law of Lessee's interest created hereby; nor offer for lease or sublease the Premises, nor any portion thereof, by placing notices or signs of "To Let", or any other similar sign or notice in any place, nor by advertising the same in any newspaper or place or manner whatsoever without, in each case, the consent in writing of Lessor first had and obtained. If Lessee, or any one or more of the Lessees, if there be more than one, shall make an assignment for the benefit of creditors, or shall be adjudged bankrupt, Lessor may terminate this Lease, and in such event Lessee shall at once pay Lessor a sum of money equal to the entire amount of rent reserved by this Lease for the then unexpired portion of the term hereby created, as liquidated damages. Lessor gives exclusive rights to Lessee to the premises for the contract period by not allowing any other network, bank, or private vendor to locate an Automated Teller Machine or money dispensing machine on said premises.

5. LESSEE NOT TO MISUSE. Lessee will not permit any unlawful or immoral practice, with their knowledge or consent, to be committed or carried on in the Premises by themselves or by any other person. Lessee will not allow the Premises to be used for any purpose that will significantly increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Lessor first had and obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are apart. Lessee agrees to conform with all applicable ordinances, codes or other laws of the City, County, or other governmental entity.

6. CONDITION ON POSSESSION. Lessee has examined and knows the condition of the Building and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Building, have been made by Lessor or his agent prior to or at the execution of this Lease that are not herein expressed. Lessee shall be responsible to pay for all construction and design costs necessary to prepare the Premises which are described for their intended use.

7. REPAIRS AND MAINTENANCE. Lessee shall service, maintain, and supply cash to the Automated Teller Machine while on premises.

8. ACCESS TO PREMISES. Lessor shall grant Lessee, or its agents, access to the Automated Teller Machine anytime day or night (during business hours) as well as access to an area away from public view to count and/or replenish currency cassettes.

9. INDEMNITY. To the fullest extent permitted by law, Lessee agrees to protect, indemnify, defend, and forever hold harmless the Lessor and its directors, employees, agents, licensees, successors and assigns against and from, and to assume all liability and expense, including court and attorneys' fees, for death or injury to any person or persons and all loss, damage or destruction to any property caused by, attributable to, or resulting from Lessee's management, operation and maintenance of the Station Facility or use of the Premises, Lessee's negligence or the failure of Lessee to comply with the provisions of this Agreement.

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10. INSURANCE. Lessee shall maintain insurance in amounts and forms satisfactory to Lessor and according to the terms of the Lease Agreement throughout the Use Term covering the Station Facility either through the purchase of conventional insurance policies or self-insurance. Such policies of insurance or self-insurance shall include comprehensive general public liability, automobile, property damage, and workers compensation coverage. To the extent permitted by law, said insurance shall show the Lessor as additional insured and must show on the insurance policy or the certificate of insurance that Lessor will be properly notified in writing at least thirty (30) days prior to any modification or cancellation of such policy.

11. COOPERATION IN PROVIDNG FOR ORDERLY HANDLING OF TAX STATUS OF LEASED PROPERTY. Lessee acknowledges that Lessor, as the record owner of the Leased Property, has and will continue to have the obligation to submit such necessary forms and materials on an annual basis, as are required by law, to the Assessor of McHenry County concerning the tax-exempt status of the Leased Property, and may, from time to time, be obligated to submit materials, applications and other forms or submissions to the Illinois Department of Revenue, the Assessor of McHenry County, the Treasurer of McHenry County, the Board of Tax Appeals of McHenry County, or such other or successor agencies or offices as may be created by law, in order to provide for the maintenance of the tax-exempt status of the Leased Property or, upon the termination of the tax-exempt status of all or a portion of the Leased Property, the orderly assessment and payment of taxes. Lessee agrees to reasonably cooperate, to execute and properly file any and all supplementary documents on a timely basis, and to take all additional reasonable actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Section, following Lessor's written request therefor.

12. RESPONSIBLITY FOR TAXES. Lessee shall be solely responsible for and shall timely pay all personal property taxes levied and assessed, if any, against it or its personal property. Lessor shall be solely responsible for and shall timely pay all real estate, special assessments or similar taxes relating to the Leased Property, including any improvements made by Lessee; provided, however, that if Lessor loses its current real estate tax exemption for the Leased Property due to this Lease, Lessee shall reimburse Lessor for real estate taxes which are payable during the term of this Lease solely with respect to the Leased Property. Lessee shall timely pay all taxes levied and assessed, if any, against Lessee's leasehold interest under this Lease. At the request of either party, the other shall provide evidence of payment of taxes. Lessee shall bear the sole cost attributable to application(s) for tax division(s) or such other applications and appeals as may be occasioned by use of the Leased Property. Lessee shall have the right to contest all taxes, assessments, charges, and impositions, and Lessor agrees to join in such contest, if required by law, and to permit the Lessee to proceed with the contest in Lessor's name, provided that the expense of the contest is borne by Lessee. If the Lessor initiates an action to contest taxes or other items, the Lessee may join in such action provided that Lessee pays its own expenses of so participating. Lessor shall, within fourteen (14) days of receipt of notice of any increase in taxes, assessments or other charges, send a copy of such notice by certified mail, return receipt requested, to Lessee. If Lessor fails to give Lessee such notice as set forth above, Lessor shall incur no financial liability to Lessee by reason of such failure.

13. NON-LIABILITY OF LESSOR. Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any damage or injury to their property occasioned by the failure of Lessor to keep the Building in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring, or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, water closet or waste pipe, drain, or any other

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pipe or tank in, upon or about the Building of which they are a part nor from the escape of steam or hot water from any radiator, it being agreed that said radiators under the control of Lessee, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, tap-door, stairs, walks or any other place upon or near the Building, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from act, omission, or negligence of co-Lessees or of other persons, occupants of the same building, or of adjoining or contiguous buildings, or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor itself, all claims for any such damage or injury being hereby expressly waived by Lessee.

14. RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES). Lessee shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, except by Lessor or its agent, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the Premises or Building, or upon any of the appurtenances thereto, without in each case the written consent of Lessor first had and obtained; and shall not commit or suffer any waste in or about said premises; and shall make no changes or alterations in the Premises or Building by the erection of partitions or the papering of walls, or otherwise, without the consent in writing of Lessor; and in case Lessee shall affix additional locks or bolts on doors or windows, or shall place in the Premises or Building lighting fixtures or any fixtures of any End, without the consent of Lessor first had and obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, and without expense of removal or maintenance to Lessor. Lessor shall have the privilege of retaining the same if it desires. If it does not desire to retain the same, it may remove and store the same, and Lessee agrees to pay the expense of removal and storage thereof. The provisions of this paragraph shall not, however, apply to Lessee's fixtures, equipment, and movable furniture. Lessor agrees to allow the installation of two illuminated window signs and internal signage in a mutually agreed upon concept, design, and location. Lessor agrees to allow the listing of the Automated Teller Machine in a network directory.

I5. FIRE AND CASUALTY. In case the Building shall be rendered unlesseeable by fire, explosion or other casualty, Lessor may, at its option, terminate this Lease or repair the Building within sixty days. If Lessor does not repair the Building within said time, or the building shall have been wholly destroyed, the term hereby created shall cease and terminate.

16. TERNINATION; HOLDING OVER. At the termination of the term of this Lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted; and will return the keys therefor to Lessor at the place of payment of rent. If Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Lessor may at its option within thirty days after termination of the term serve written notice upon Lessee that such holding over constitutes either (a) renewal of this lease for one year, and from year to year thereafter, at double the rental (computed on an annual basis) specified in Section 1, or (b) creation of a month to month tenancy, upon the terms of this lease except at double the monthly rental specified in Section 1, or (c) creation of a tenancy at sufferance, at a rental of dollars per day, for the time Lessee remains in possession. If no such written notice is served, then a tenancy at sufferance with rental as stated at (c) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmance of tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the covenants herein.

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17. LESSOR'S REMEDIES. If Lessee shall vacate or abandon the Premises or permit the same to remain vacant or unoccupied for a period of ten days, or in case of the non-payment of the rent reserved hereby, or any part thereof, or of the breach of any covenant in this Lease contained, Lessee's right to the possession of the Premises thereupon shall terminate with or (to the extent permitted by law) without any notice or demand whatsoever, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the Premises; and if the Lessor so elects, but not otherwise, and with or without notice of such election or any notice or demand whatsoever, this Lease shall thereupon terminate, and upon the termination of Lessee's right of possession, as aforesaid, whether this Lease be terminated or not, Lessee agrees to surrender possession of the Premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever, and hereby grants to Lessor full and free license to enter into and upon the Premises or any part thereof, to take possession thereof with or (to the extent permitted by law) without process of law, and to expel and to remove Lessee or any other person who may be occupying the Premises or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and other persons as may reasonably be necessary, and Lessor may re-possess itself of the Premises as of their former estate, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this Lease contained, to be performed by Lessee. Lessee hereby waives all notice of any election made by Lessor hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demand whatsoever, of any and every nature, which may or shall be required by any statute of this state relating to forcible entry and detainer, or to Lessor and Lessee, or any other statute, or by the common law, during the term of this Lease or any extension thereof. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of Lessor's rights to act without notice or demand or of any other right hereby given Lessor, or as an election not to Proceed under the provisions of this Lease.

18. RIGHT TO RELET. If Lessee's right to the possession of the Premises shall be terminated in any way, the Premises, or any part thereof, may, but need not (except as provided by Illinois statute), be relet by Lessor, for the account and benefit of Lessee, for such rent and upon such terms and to such person or persons and for such period or periods as may seem fit to the Lessor, but Lessor shall not be required to accept or receive any Lessee offered by Lessee, nor to do any act whatsoever or exercise any diligence whatsoever, in or about the procuring of any care or diligence by Lessor in the reletting thereof, and if a sufficient sum shall not be received from such reletting to satisfy the rent hereby reserved, after paying the expenses of reletting and collection, including commissions to agents, and including also expenses of redecorating. Lessee agrees to pay and satisfy all deficiency; but the acceptance of a Lessee by Lessor, in place of Lessee, shall not operate as a cancellation hereof, nor to release Lessee from the performance of any covenant, promise or agreement herein contained, and performance by any substituted Lessee by the payment of rent, or otherwise, shall constitute only satisfaction pro tanto of the obligations of Lessee arising hereunder. Upon termination, the Lessee shall be allowed to remove any possessions or equipment placed by Lessee.

19. COSTS AND FEES. Lessee shall pay upon demand all Lessor's costs, charges and expenses, including fees of attorneys, agents and others retained by Lessor, incurred in enforcing any of the obligations of Lessee under this Lease or in any litigation, negotiation or transaction in which Lessor shall, without Lessor's fault, become involved through or on account of this Lease.

20. CONFESSION OF JUDGMENT. Lessee hereby irrevocably constitutes and appoints any attorney of court of record in this State, to be their true and lawful attorney for themself and in their name and

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stead, to enter their appearance in any suit or suits that may be brought in any court in this State at any time when any money is due hereunder for rent or otherwise, to waive the issuing of process and service thereof and trial by jury or otherwise, and to confess a judgment or judgments for such money so due and for costs of suit and for reasonable attorney's fees in favor of Lessor, and to release all errors that may occur or intervene in such proceedings, including the issuance of execution upon any such judgment, and to stipulate that no writ of error or appeal shall be prosecuted from such judgment or judgments, nor any bill in equity filed, nor any proceedings of any kind taken in law or equity to interfere in any way with the operation of such judgment or judgments or of execution issued thereon and to consent that execution may immediately issue thereon.

21. LESSOR'S LIEN. Lessor shall have a first lien upon the interest of Lessee under this Lease, to secure the payment of all moneys due under this Lease, which lien may be foreclosed in equity at any time when money is overdue under this Lease; and the Lessor shall be entitled to name a receiver of said leasehold interest, to be appointed in any such foreclosure proceeding, who shall take possession of said premises and who may relet the same under the orders of the court appointing them.

22. REMOVAL OF LENS. In the event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove said lien within ten days after Lessor's notice to do so, Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.

23. REMEDIES NOT EXCLUSIVE. The obligation of Lessee to pay the rent reserved hereby during the balance of the term or during any extension hereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in paragraph 20 hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be tendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the Premises. The Lessor may collect and receive any rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify, or alter any rights or remedies which Lessor may have by virtue hereof.

24. NOTICES. Notices may be served on either party, at the respective addresses given at the beginning of this Lease, either (a) by delivering or causing to be delivered a written copy thereof, or by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses, in which event the notice shall be deemed to have been served at the time the copy is mailed.

25. MISCELLANEOUS.

(a) Provisions typed on this Lease and all riders attached to this Lease and signed by Lessor and Lessee are hereby made a part of this Lease.

(b) Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor, which may be necessary for the proper and orderly care of the building of which the Premises are a part.

(c) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

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(d) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.
(e) The words "Lessor" and "Lessee" wherever used in this Lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. If there is more than one Lessee, the warrant of attorney in paragraph 20 is given jointly and severally and shall authorize the entry of appearance of, and waiver of issuance of process and trial by jury by, and confession of judgment against, any one or more of such Lessees, and shall authorize the performance of every other act in the name of and on behalf of anyone or more of such Lessees.
(f) Lessee shall be responsible for the payment of all real estate or other taxes assessed by reason of their use of the Premises.
(g) Lessee shall maintain insurance in amounts and forms satisfactory to Lessor as outlined in Attachment A for proposal throughout the term of the lease including compensation, general public liability, property damage and workers compensation coverage.

26. SEVERABILITY. If any clause, phrase, provision or portion of this Lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainer of this Lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

LESSEE:

HOME STATE BANK,
NATIONAL ASSSOCIATION

By: _____

Its: _____

Attest: _____

Title: _____

LESSOR:

CITY OF CRYSTAL LAKE

By: _____

Its: _____City Manager_____

Attest: _____

Title: _____

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ASSIGNMENT BY LESSOR

On this ___ day of _____, 20___, for value received, Lessor hereby transfers, assigns, and sets over to _____, all right, title, and interest in and to the above Lease and the rent thereby reserved, except rent due and payable prior to _____, 20___.

CITY OF CRYSTAL LAKE

By: _____

GUARANTEE

On this ___ day of _____, 20___, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

_____ _____

_____ _____

State of Illinois, County of _____ ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____
personally known to me to be the same person, whose name, _____, subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

GIVEN under my hand and official seal this _____ day of _____, 20___.

_____
Notary Public

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Attachment A

City of Crystal Lake Insurance Provisions: Use of City Owned Property

For the use of City Owned Property, the following must be completed:

1. Agree to, and provide, the required insurance as outlined in these provisions.
2. Sign the City's Hold Harmless agreement.
3. Provide the City the necessary Certificate of Insurance and Endorsements

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Overview

The individual, corporation, or organization ("user"), which uses City owned property (including parks and open spaces, roads, sidewalks, right-of-way, parking lots and buildings or structures or equipment) shall abide by the following required insurance provisions and sign a hold harmless agreement as required by the City.

Required Insurance Provisions

In the use of City property, the individuals, corporations, or organizations ("user") that use City owned property is certifying that he/she has all insurance coverages required by law or required by the City of Crystal Lake. The user shall procure and maintain, for the duration of the allowable use of the City owned property, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the use by the user, his agents, representatives, employees or subcontractors. Based on the scope and/or type of the use, the City may request the user provide the following coverage(s):

X **Required if Checked**: Insurance Services Office Commercial General Liability, *with the City named as additional insured* on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 , CG 2026, or if requested by the City, CG2037 - Completed Operations. **Minimum Limits:** The user shall maintain limits no less than the following, $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000 or a project/contract specific aggregate of $1,000,000. **General Provisions:**

1. The City, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of the user's activities, including activities performed by or on behalf of the user; products and completed operations of the user; premises owned, leased or used by the user; or automobiles owned, leased, hired or borrowed by the user. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, agents, employees and volunteers.
2. The user's insurance coverage shall be primary as respects the City, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, agents, employees and volunteers shall be excess of user's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, agents, employees and volunteers.

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4. The user's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that user's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the user shall be required to name the City, its officials, agents, employees and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the City.
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

X **Required if Checked**: Insurance Services Office Business Auto Liability Coverage, form number CA 0001, Symbol 01 "Any Auto." **Minimum Limits:** The user shall maintain limits no less than the following, $1,000,000 combined single limit per accident for bodily injury and property damage. (This insurance must include non-owned, hired, or rented vehicles, as well as owned vehicles)

X **Required if Checked**: Workers' Compensation and Employers' Liability. **Minimum Limits:** The user shall maintain limits no less than the following, Workers Compensation coverage with statutory limits and Employers' Liability limits of $500,000 per accident. **General Provisions:** The insurer/user shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for losses arising from the user's activity.

Applicable to All Coverages

The policies are to contain, or be endorsed to contain, the following provisions:

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to, and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the member, its officials, agents, employees and volunteer; or the User shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

Verification of Coverage

The user shall furnish the City with certificates of insurance naming the City, its officials, agents, employees and volunteers as additional insureds (Exhibit A), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and are to be received and approved by the City before the use by the third party if possible. The attached Additional Insured Endorsement (Exhibit B) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit B), such as ISO Additional Insured Endorsements CG 2010 or CG 2026. The City reserves the right to request fully certified copies of the insurance policies and endorsements.

Draft

Agenda Item No: 11

City Council
Agenda Supplement

Meeting Date: October 20, 2026

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Request: A Simplified Residential Variation to allow a screened-in porch addition with steps to encroach 11'-11" into the averaged 65'-2" front yard setback

Location: 147 Edgewater Drive

Applicant: Steven and Laurie Obermeier, owners
147 Edgewater Drive

PZC Recommendation: To approve the Planning and Zoning Commission recommendation and adopt an Ordinance granting a Variation at 147 Edgewater Drive

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

Background:

- The property is a conforming lot that fronts Crystal Lake at its western edge. It contains a single-family residence that is located 70 feet from the water's side property line, based on scaled measurements of the plat of survey. An attached deck extends another 15'-0". While the house complies with the average front yard setback of 65'-2", the existing deck does not.
- Request: The petitioners are seeking to remove the deck and replace it with a screened-in porch that extends an additional 1'-9" (beyond the existing deck) into the required setback. This will require a variation for an encroachment of 11'-11" into the average 65'-2" front yard (lakeside) setback.
- Land Use: The land use map shows the area as Urban Residential, which is consistent with the land use.
- Zoning: The site is zoned R-2 Single-Family Residential District.
- Previous Approvals: None.

PZC Highlights:

The following points were discussed during the September 16th Planning and Zoning Commission (PZC) hearing:

- The petitioners stated that the purpose of the request is to replace a 23-year-old deck with a screened-in porch that provides shade and relief from mosquitoes and stinging insects. They stated that the design would be consistent with the character of the neighborhood and highlighted some similar setback variation requests granted to neighboring properties. The hardship, they said, was due to the unique nature of lakefront lots where the rear of the property is regulated as a front yard.
- Staff noted that the initial review by the City Engineer assessed that the increase in impervious surface was not enough to require an infiltration trench. After the hearing, the applicant submitted detailed calculations showing an increase of 116 square feet. This would increase the total impervious area by less than one percent to 45.75%. No variation is needed for coverage as it will remain under the maximum 50% allowance.
- There were no public comments.
- The PZC was unanimously supportive of the request, noting that the lot's lakefront configuration was a reasonable basis for the hardship.

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

1. Porch plans and installation shall be consistent with the information and testimony provided by the petitioner in the hearing and the following provided documents:
    A. Application (Obermeier, 8/21/26)
    B. Building Plans (Wallen, 2/11/26)

2. The variation shall apply only to the improvements shown in the Building Plans.

3. The total hard surface for the lot may not exceed 50%.

4. The petitioner shall address all review comments and requirements of the departments of Community Development and Public Works & Engineering.

Votes Required to Pass: A simple majority vote

PARCEL IN QUESTION

147 Edgewater Drive



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A SIMPLIFIED RESIDENTIAL VARIATION TO ALLOW A SCREENED-IN PORCH ADDITION TO ENCROACH 11-FEET 11-INCHES INTO THE AVERAGE 65-FOOT 2-INCH FRONT YARD SETBACK, AT 147 EDGEWATER DRIVE

WHEREAS, Steven and Laurie Obermeier (the "Petitioners") have filed a Petition (File #PLN-2026-175) requesting a Variation to allow a screened-in porch addition (with steps) to encroach 11'-11" into the averaged 65'-2" front yard setback at 147 Edgewater Drive, Crystal Lake, Illinois; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to all required noticing, including notice duly published on August 29, 2026, in the Northwest Herald, held a public hearing at 7:00 p.m. on September 16, 2026, at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois, to consider the proposed Petition; and

WHEREAS, on September 16, 2026, the Planning and Zoning Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as required by law and recommended to the Mayor and City Council of the City of Crystal Lake that the proposed Variation be approved, as documented in the minutes; and

WHEREAS, it is in the best interests of the CITY OF CRYSTAL LAKE that this Variation be issued as requested in said Petition.

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

Section I: That a Variation to allow a screened-in porch addition (with steps) to encroach 11'-11" into the averaged 65'-2" front yard setback at 147 Edgewater Drive, Crystal Lake, Illinois (PIN: 18-01-137-004) is hereby approved with the following conditions:

1. Porch plans and installation shall be consistent with the information and testimony provided by the petitioner in the hearing and the following provided documents:
   A. Application (Obermeier, 8/21/26)
   B. Building Plans (Wallen, 2/11/26)

2. The variation shall apply only to the improvements shown in the Building Plans.

3. The total hard surface for the lot may not exceed 50%.

Draft

1. The petitioner shall address all review comments and requirements of the departments of Community Development and Public Works & Engineering.

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

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

DATED at Crystal Lake, Illinois, this 20th day of October 2026.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
CITY CLERK

Passed: October 20, 2026
Approved: October 20, 2026

Draft

#2026-175
147 Edgewater Drive – Simplified Residential Variation
Project Review for Planning and Zoning Commission

Meeting Date: September 16, 2026

Request: A simplified residential zoning variation to allow a screened-in porch addition with steps to encroach 11'-11" into the averaged 65'-2" front yard setback.

Location: 147 Edgewater Drive

Acreage: Approximately 13,000 square feet

Existing Zoning: R-2 Single-Family Residential

Surrounding Properties:
North: R-2 Single-Family Residential
East: R-2 Single-Family Residential
South: Crystal Lake (water body)
West: R-2 Single-Family Residential

Staff Contact: Darrell Moore (815) 356-3612

Background:

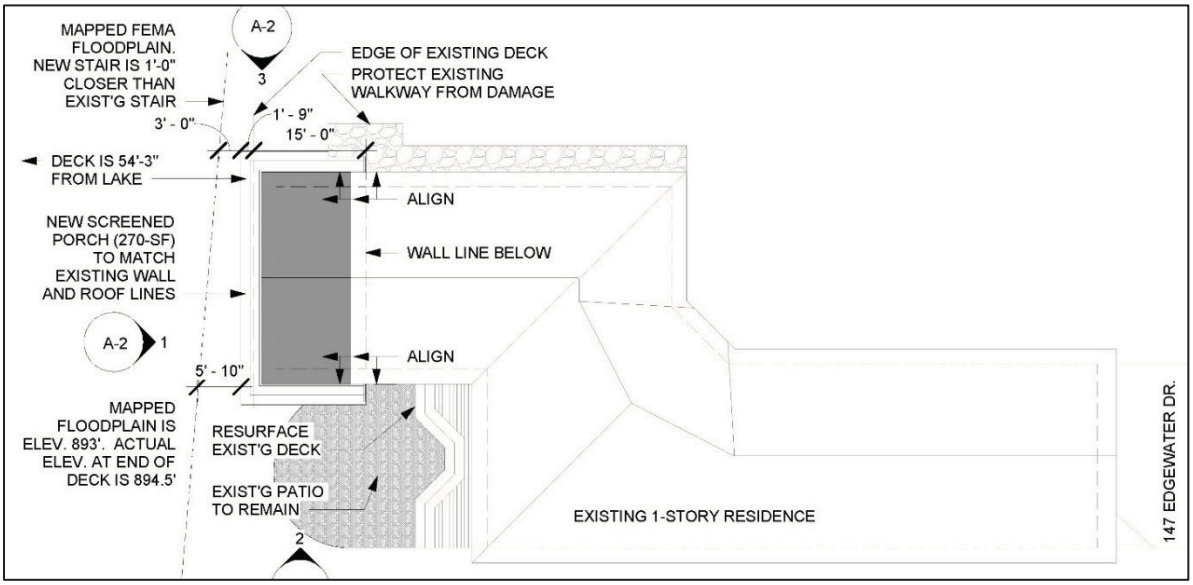
- The property is a conforming lot that fronts Crystal Lake at its western edge. It contains a single-family residence that is located 70 feet from the water's side property line, based on scaled measurements of the plat of survey. An attached deck extends another 15'-0". While the house complies with the average front yard setback of 65'-2", the existing deck does not.
- Decks open to the sky are permitted a four-foot encroachment into any required setback, provided they are no closer than five feet from a property line. The existing deck is six feet beyond the permitted encroachment.
- No permit could be found for the house or deck. Based on historical aerial imagery, the house was built in the mid-1980s, but it is unclear if the deck was also constructed at that time or came later; the first clear evidence of it is in a 2005 image.
- The petitioner is proposing to remove the existing deck and replace it with a screened-in porch addition with steps having a setback of 53'-3" from the water's side property line, an encroachment of 11'-11"into the average front yard setback.
- Previous Approvals: None

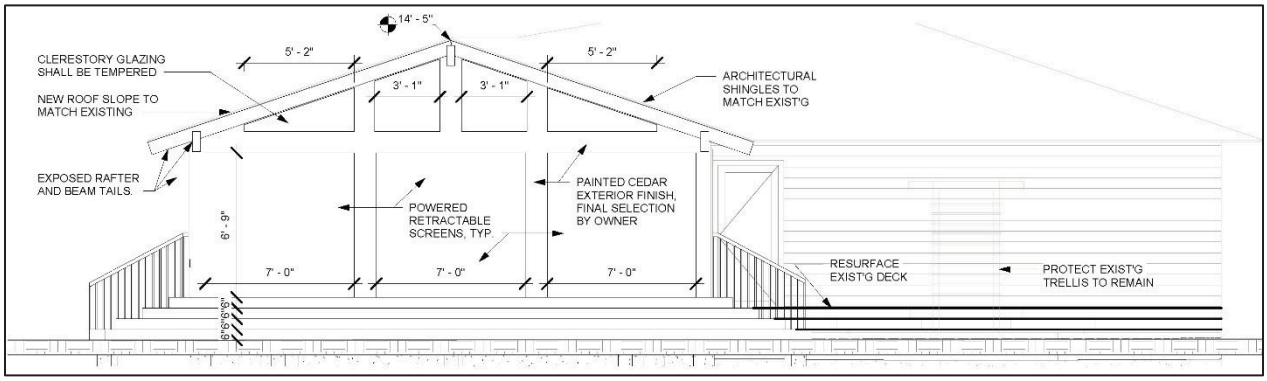
Development Analysis:

General

- Request: To allow a screened-in porch addition and steps having a front-yard setback of 53'-3", instead of the required 65'-2".

- Zoning: The site is zoned R-2 Single-Family Residential.
- Land Use: The land use map shows the area as Urban Residential.
- The petitioner proposes to remove the existing deck and replace it with a screened-in porch with steps. The new development will extend 1'-9" farther into the front setback than the existing deck. This would result in a 11'-11" encroachment into the 65-2" front-yard setback.
- Similar variations have been approved in the area:
    - 161 Edgewater Drive: Approval in 2024 of a variation to allow a two-story covered deck addition and stairs to encroach 27 feet into the 70.72-foot front-yard (lakeside) setback.
    - 123 Edgewater Drive: Approval in 2022 of a variation to allow a residence and deck to encroach 57.85 feet into the 71.68-foot front-yard (lakeside) setback.
    - 155 Edgewater Drive: Approval in 2006 of a variation to allow a residence to encroach 20 feet into the 62-foot front-yard (lakeside) setback.
    - 199 Edgewater Drive: Approval in 2004 of a variation to allow a screened-in porch addition to encroach one foot into the 75.45-foot front-yard (lakeside) setback.





Findings of Fact:

ZONING ORDINANCE VARIATION
The petitioner is requesting a simplified residential variation to allow a screened-in porch addition and deck having a front-yard setback of 53'-3", instead of the required 65'-2".

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

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

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

   ☒ *Meets* ☐ *Does not meet*

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

   ☒ *Meets* ☐ *Does not meet*

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

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

   ☒ *Meets* ☐ *Does not meet*

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

   ☒ *Meets* ☐ *Does not meet*

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

   ☒ *Meets* ☐ *Does not meet*

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

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

☒ *Meets* ☐ *Does not meet*

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

Recommended Conditions:

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

1. Porch plans and installation shall be consistent with the information and testimony provided by the petitioner in the hearing and the following provided documents:
    A. Application (Obermeier, 8/21/26)
    B. Building Plans (Wallen, 2/11/26)

2. The variation shall apply only to the improvements shown in the Building Plans.

3. The total hard surface for the lot may not exceed 50%.

4. The petitioner shall address all review comments and requirements of the departments of Community Development and Public Works & Engineering.

Application for Simplified Residential Variation

Application Number: _____ FOR OFFICE USE ONLY

Project Name: _____

Date of Submission: _____

I. Applicant

Steven and Laurie Obermeier

Name

147 Edgewater Drive

Street

Crystal Lake | Illinois | 60014

City | State | Zip Code

[redacted] | N/A | [redacted]

Telephone Number | Fax Number | E-mail address

II. Owner of Property (if different)

Name

Address | Telephone Number

III. Project Data

1. a. Location/Address: 147 Edgewater Drive, Crystal Lake, IL 60014

   b. PIN #: 18-01-137-004

2. Description of proposal/Reason for request (including how the standards for variation are met, any unique circumstance of the property, or particular hardship):

DESCRIBE THE UNIQUE CIRCUMSTANCES OF THE PROPERTY:

This project proposes adding a screened-in porch of the existing lakeside deck, incorporating the original deck construction and extending the bottom stair 1.9 feet. Therefore the bottom stair of the staircase will extend slightly into the lakeside setback.

IS THE HARDSHIP SELF-CREATED?

No, the impact of the requested variance is negligible when considering the proximity of several nearby properties to the lake edge.

ARE THE CONDITIONS APPLICABLE TO OTHER PROPERTIES IN THE SAME ZONING CLASSIFICATION?

Yes, several other nearby lake front homes in this zoning district (R-2 Single Family) appear to exceed the city's current/average setback compliance requirements, and specifically, the adjacent property at 155 Edgewater which received a 20 foot variance in 2006.

WILL THE VARIATION ALTER THE ESSENTIAL CHARACTER OF THE LOCALITY?

No, the proposed plan is designed to be both aesthetically & functionally compatible with the existing home and neighborhood. The architectural design of the porch will maintain the character of the existing neighborhood per city standards. It will provide a pest-free outdoor space, enhance the home's overall appearance, and make an overall positive impact.

WILL THE VARIATION, IF GRANTED BE DETRIMENTAL TO PUBLIC WELFARE OR INJURIOUS TO OTHER PROPERTY?

No, should this variance be granted, it will not harm public welfare or other neighborhood properties. The proposed addition is designed to comply with all city development regulations (except for the minor variance request), and will not impede any neighboring lake views.

WILL THE VARIATION AS PROPOSED IMPAIR ADEQUATE SUPPLY OF LIGHT OR AIR TO ADJACENT PROPERTY; DIMINISH PROPERTY VALUE; INCREASE CONGESTION IN PUBLIC STREETS; SUSBTANTIALLY INCREASE THE DANGER OF FIRE; OT ENDANGER PUBLIC SAFETY?

No, this screened-in porch will not block sunlight of fresh air from reaching any adjacent properties, nor will it diminish their values. There will be no impact on street traffic congestion, fire risk, or public endangerment as a result of the addition of this lakeside porch.

3. List any previous variations that are approved for this property: We are not aware of any previous variations. We have owned this home for over 9 years and this is the first time we have submitted a request for a variance.

IV. Signatures

[redacted] 8.31.26

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.

[redacted] [redacted] 08.27.26

Steven H. Obermeier Laurie W. Obermeier

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.

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, SEPTEMBER 16, 2026
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

2026-175 – 147 EDGEWATER DRIVE – SIMPLIFIED RESIDENTIAL VARIATION

A Simplified Residential Variation to allow a screened-in-porch and steps to encroach 11'-11" into the averaged 65-foot 2-inch front yard setback.

Petitioners, Steve and Laura Obermeier, explained their proposal to construct a screened porch over the existing deck, with the proposed improvement extending approximately 1.9 feet farther toward the lake than the existing deck. Mr. Obermeier explained that the purpose of the improvement is to create additional outdoor living space, provide shade, and create a screened environment to reduce exposure to bees and mosquitoes. The existing cedar deck is uncovered and would be replaced with synthetic decking material.

Mr. Obermeier stated that the proposed screens would be retractable and motorized. He stated that the proposed design would maintain the existing appearance of the home and neighborhood while providing additional usable outdoor space. Mr. Obermeier discussed the surrounding properties and noted that the adjacent property owner had been shown the plans and had no objection.

Mr. Obermeier also reviewed nearby properties where variations had previously been granted and stated that the requested encroachment would not alter the character of the neighborhood. Mr. Obermeier addressed the applicable variation considerations, stating that the proposed improvement would have minimal impact and would not negatively affect light, air, views, traffic, public safety, or surrounding property values.

Mr. Greenman thanked the petitioners for the presentation and explained that, under the variation standards, the Commission must first determine whether unique circumstances associated with the property create a hardship that warrants relief from the ordinance. He discussed that the property is lakefront and that, because of the way setbacks are applied to lakefront properties, the area functioning as the property's backyard is treated as the front yard. Mr. Greenman noted that this creates a different setback situation from a typical residential property where a deck would generally be in the rear yard.

Mr. Moore clarified the variation requirements to the petitioner and added that the petitioner had confirmed that the existing deck was constructed in 2003. Replacing an earlier deck, and that the current owners were not responsible for the original construction.

Mr. Greenman explained that the lakefront configuration and resulting setback requirements could provide the unique circumstance necessary to support the requested variation.

Mr. Greenman opened the public comment portion of the hearing. With no one looking to speak, the public portion was closed. Mr. Greenman turned to staff to present the staff report.

Mr. Moore explained that the average front yard setback is 65 feet 2 inches and that the existing deck already straddles the required setback line. Based on the measurements, the proposed deck would extend approximately 16 feet 9 inches from the house, resulting in a setback of approximately 53 feet 3 inches and an encroachment of 11 feet 11 inches into the average setback. Mr. Moore further explained that the existing deck is already nonconforming and that even replacing the deck in substantially the same footprint would require a variation. The proposed addition would extend approximately two feet beyond the existing deck.

Ms. Repholz asked whether the petitioner would still require a variation if the proposed improvement were constructed entirely within the existing deck footprint. Mr. Moore confirmed that a variation would still be required.

Mr. Parikh asked about existing and proposed impervious surface coverage. Mr. Moore stated that an estimate indicated the property would likely remain below the 50 percent requirement, but a more precise calculation would be required from the architect.

Mr. Parikh also asked whether Engineering had reviewed the proposal. Mr. Moore stated that Engineering had reviewed the proposal conceptually and had not anticipated that an infiltration trench would be required, although the final determination would be made after final calculations. Mr. Parikh stated that he had no issues with the proposal, and said the rendering looks beautiful.

Mr. Greenman explained that the approval would be subject to any final Engineering requirements and that the petitioner would be required to comply with those requirements.
Ms. Camacho had no questions or concerns.

Ms. Repholz a motion to approve the request as presented, with the following conditions:

1. Porch plans and installation shall be consistent with the information and testimony provided by the petitioner in the hearing and the following provided documents:
    A. Application (Obermeier, 8/21/26)
    B. Building Plans (Wallen, 2/11/26)

2. The variation shall apply only to the improvements shown in the Building Plans.

3. The total hard surface for the lot may not exceed 50%.

4. The petitioner shall address all review comments and requirements of the departments of Community Development and Public Works & Engineering.

Mr. Gronow seconded the motion. On roll call, Members Gronow, Repholz, Parikh, Camacho and Greenman voted yes. The motion passed unanimously 5-0.

OBERMEIER SCREENED PORCH

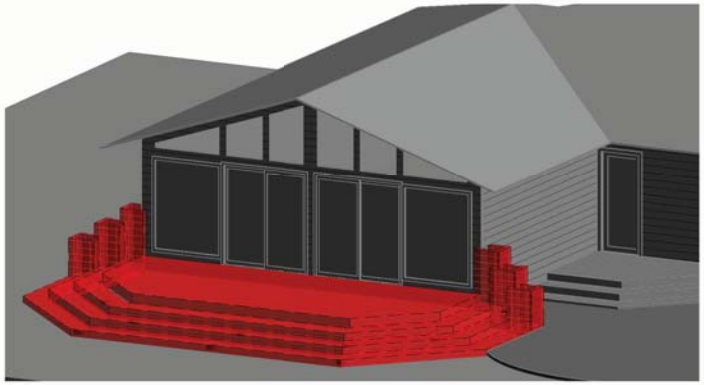
147 EDGEWATER DR.
CRYSTAL LAKE, IL 60014

REVISION SCHEDULE		
NUMBER	ISSUED FOR	DATE
1	OWNER REVIEW	1.19.26
2	PERMIT	2.11.26

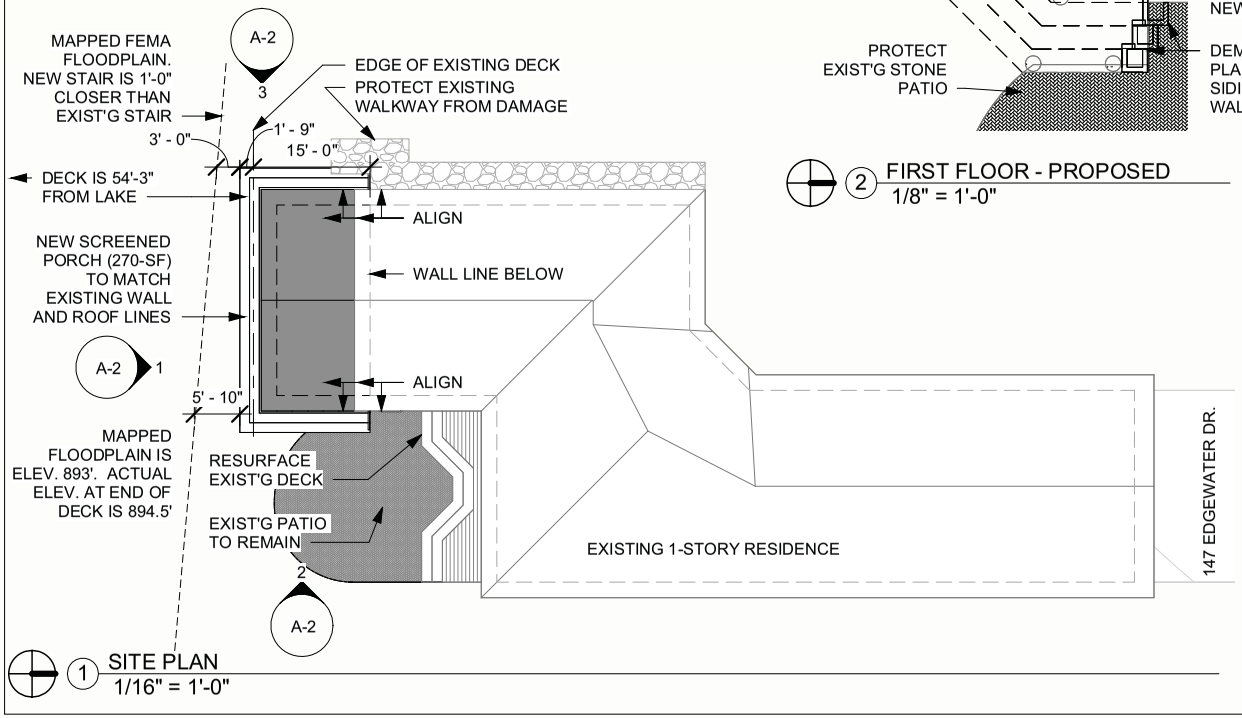
Project #: 261

SITE & FLOOR PLAN

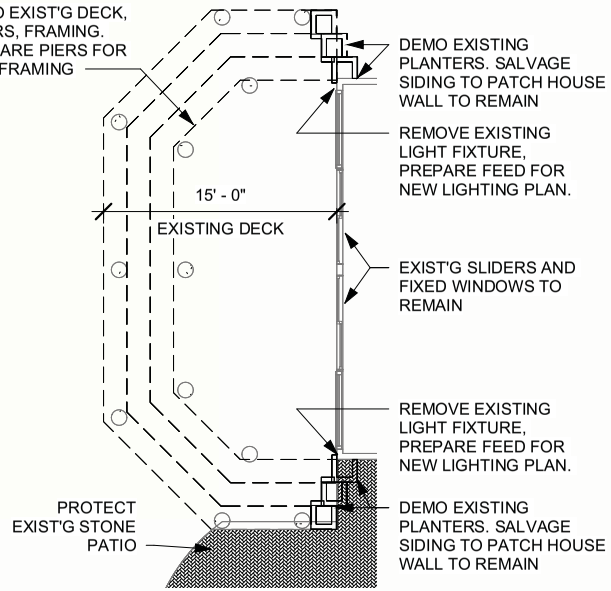
A-0



3 DEMOLITION PERSPECTIVE



1 SITE PLAN
1/16" = 1'-0"



2 FIRST FLOOR - PROPOSED
1/8" = 1'-0"

GENERAL PROJECT NOTES: (ALL CONTRACTORS)

1. THE ARCHITECT IS NOT SUPERVISING THE CONSTRUCTION OF THE SCOPE OUTLINED IN THIS SET OF PERMIT DOCUMENTS AND SHALL BE HELD HARMLESS IN REGARD TO CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES, SAFETY PROGRAMS RELATED TO THE WORK.
2. ALL WORK SHALL COMPLY WITH THE CODES AND ORDINANCES ADOPTED BY THE CITY OF CRYSTAL LAKE.
3. THE ARCHITECT MAYBE RETAINED TO VERIFY THE CONFORMANCE OF WORK WITH THE INTENT OF THE PERMIT DOCUMENTS.
4. DO NOT SCALE DRAWINGS. CONTRACTOR SHALL VERIFY ALL PLAN AND EXISTING DIMENSIONS AND CONDITIONS OF SITE AND IMMEDIATELY NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.
5. DEVIATIONS IN ANY FORM, FASHION OR MANNER WITHOUT THE PRIOR WRITTEN APPROVAL OF THE ARCHITECT SHALL RELIEVE THE ARCHITECT FROM ANY AND ALL LIABILITY.
6. THE DRAWINGS SHOW THE BASIC INTENT OF THE SYSTEMS TO BE DESIGNED AND INSTALLED. ALL NECESSARY MATERIALS AND EQUIPMENT REQUIRED TO PROVIDE A COMPLETE AND FUNCTIONING SYSTEM SHALL BE PROVIDED.
7. PROTECT WORK SCHEDULED TO REMAIN FROM DAMAGE. IF BUILDING ELEMENTS, COMPONENTS, OR SYSTEMS SCHEDULED TO REMAIN ARE DAMAGED THE GENERAL CONTRACTOR OR SUBCONTRACTOR SHALL REPAIR, PATCH, AND FINISH, OR REFINISH AS APPLICABLE TO MATCH ADJACENT EXISTING FINISHES. WHERE MATCH EXISTING IS INDICATED, NEW CONSTRUCTION OR FINISHES, AS APPROPRIATE TO THE NOTE, SHALL MATCH THE EXISTING IN EVERY PARTICULAR.

CERTIFICATION:

I HEREBY CERTIFY THAT THESE PLANS AND SPECIFICATIONS WERE PREPARED IN THE OFFICE OF PROFFIT+WALLEN, LLC. UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE, COMPLY WITH THE FOLLOWING:

2018 INTERNATIONAL RESIDENTIAL CODE
2017 NATIONAL ELECTRICAL CODE
2018 INTERNATIONAL FUEL GAS CODE
2018 INTERNATIONAL FIRE CODE
2018 INTERNATIONAL FIRE CODE
ILLINOIS ENERGY CONSERVATION CODE
AMENDMENTS & ORDINANCES AS ADOPTED BY THE CITY OF CRYSTAL LAKE



ADAM P. WALLEN
ARCHITECT
001-022616 — 11/30/2026
LICENSE NUMBER — EXPIRATION DATE
2.11.26
DATE SIGNED

OBERMEIER SCREENED PORCH

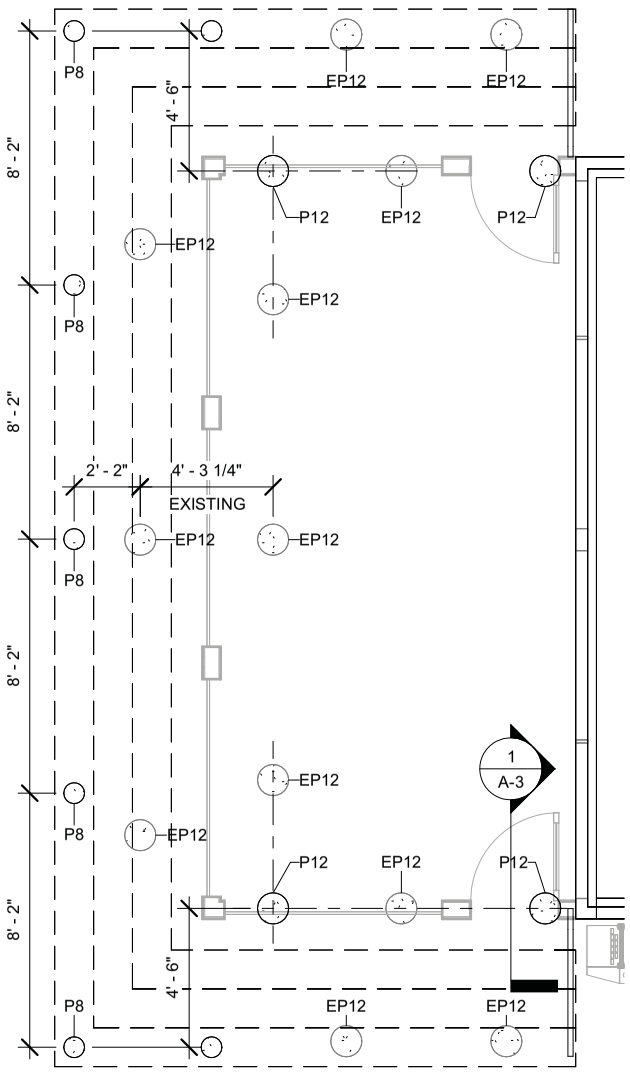
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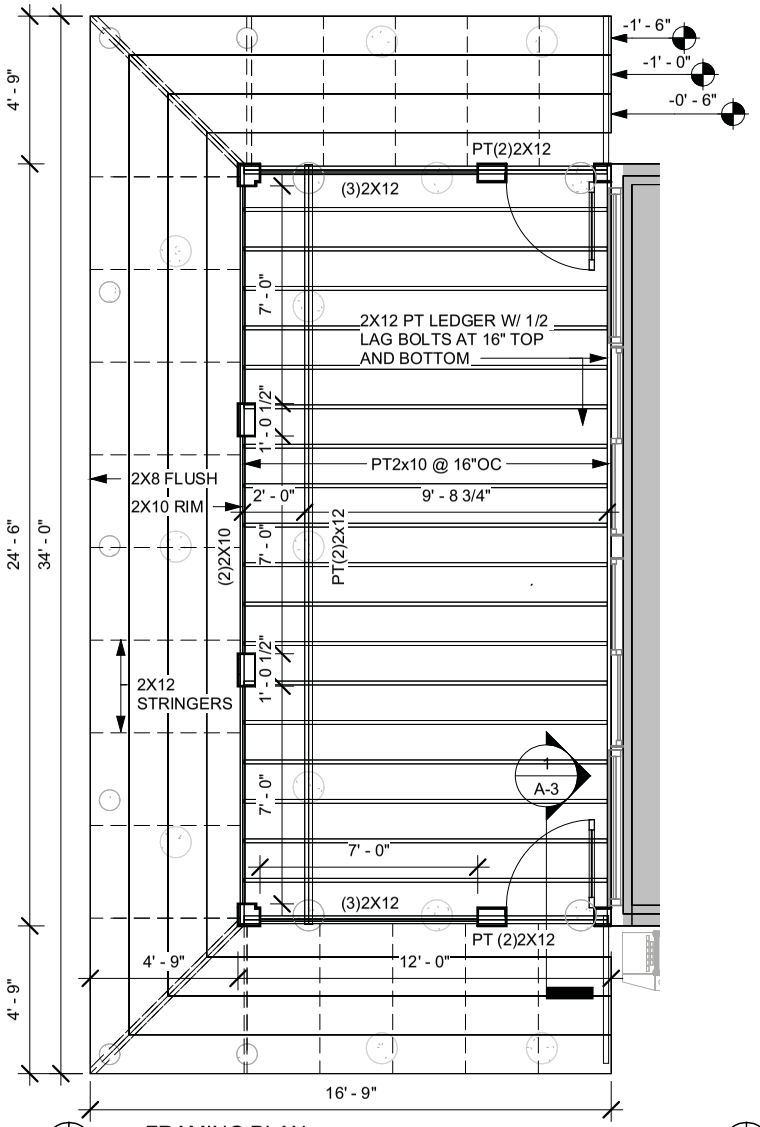
Project #: 261

FLOOR & ROOF PLAN

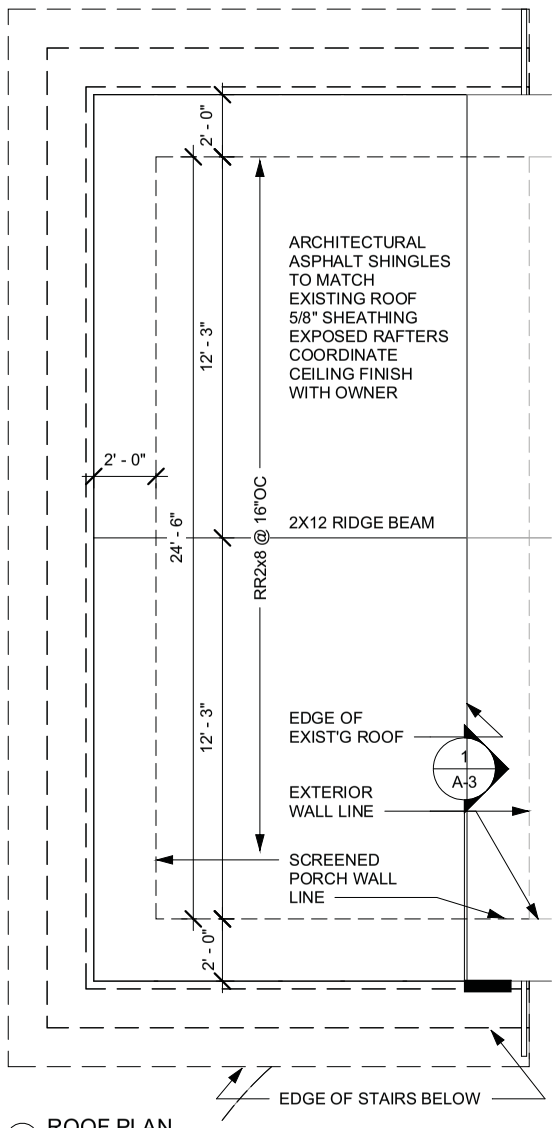
A-1



3 PIER PLAN
1/4" = 1'-0"



1 FRAMING PLAN
1/4" = 1'-0"



2 ROOF PLAN
1/4" = 1'-0"

OBERMEIER SCREENED PORCH

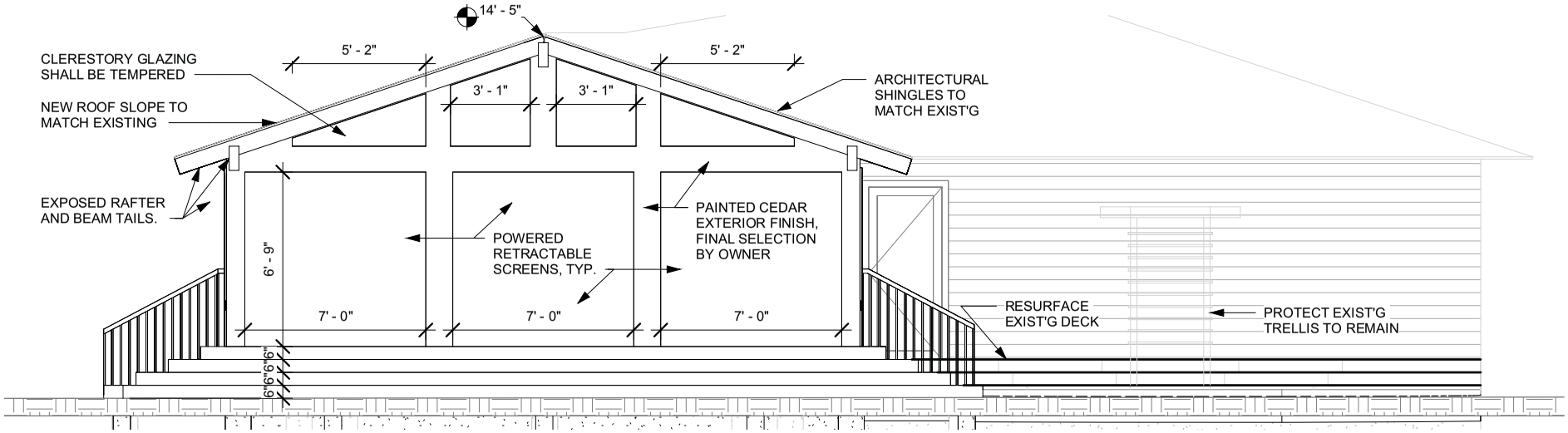
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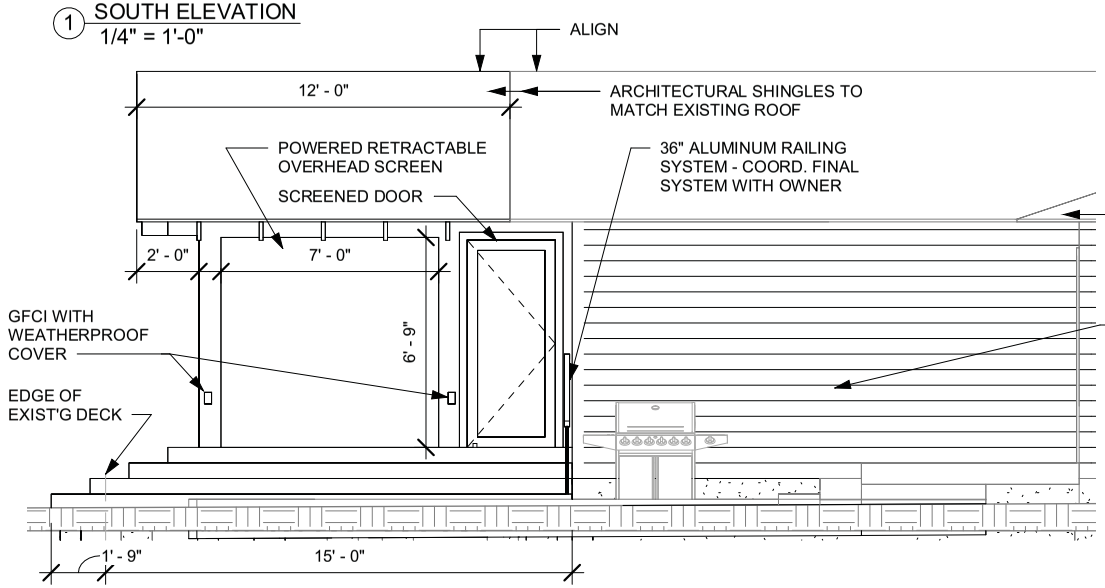
Project #: 261

ELEVATIONS

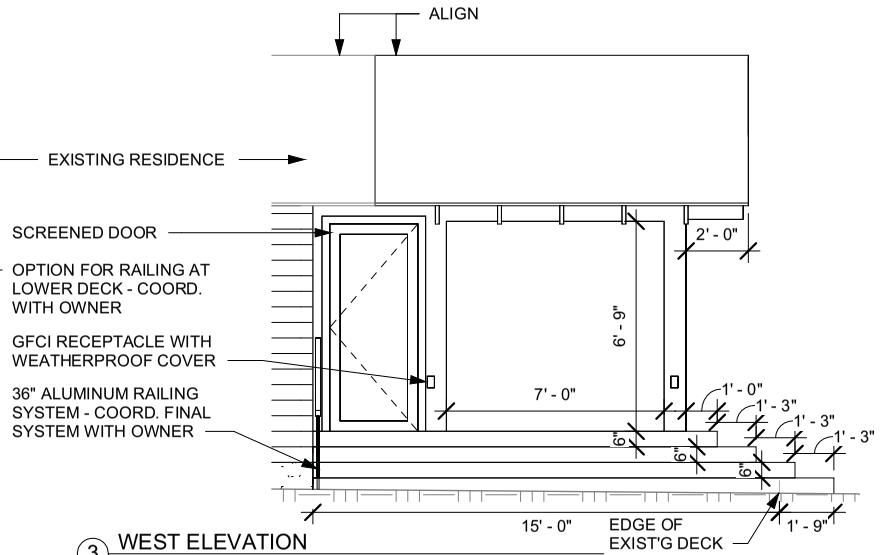
A-2



1 SOUTH ELEVATION
1/4" = 1'-0"



2 EAST ELEVATION
1/4" = 1'-0"



3 WEST ELEVATION
1/4" = 1'-0"

OBERMEIER SCREENED PORCH

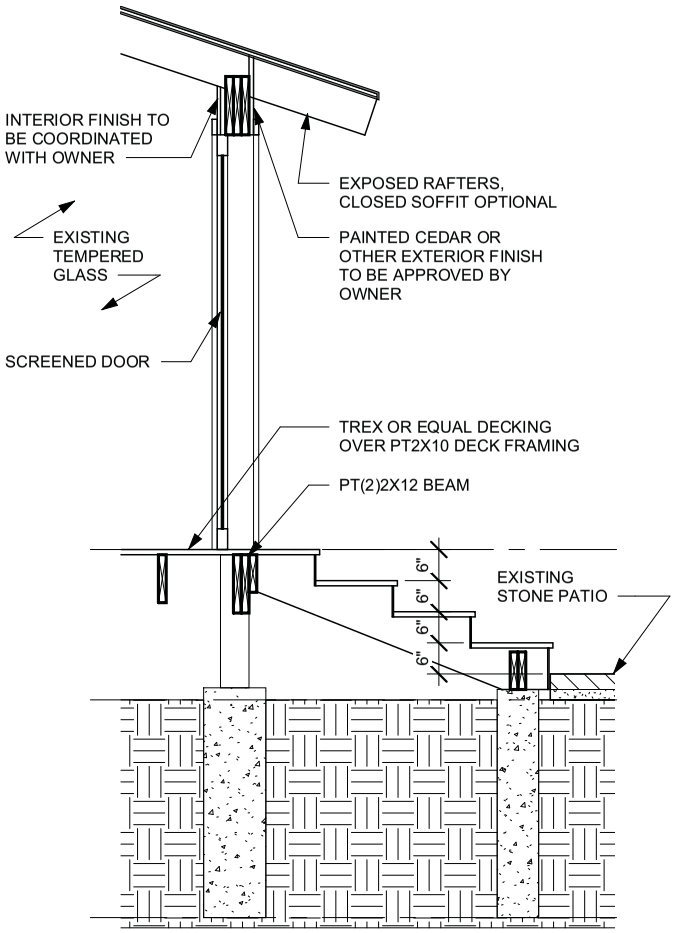
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NUMBER	ISSUED FOR	DATE
1	OWNER REVIEW	1.19.26
2	PERMIT	2.11.26

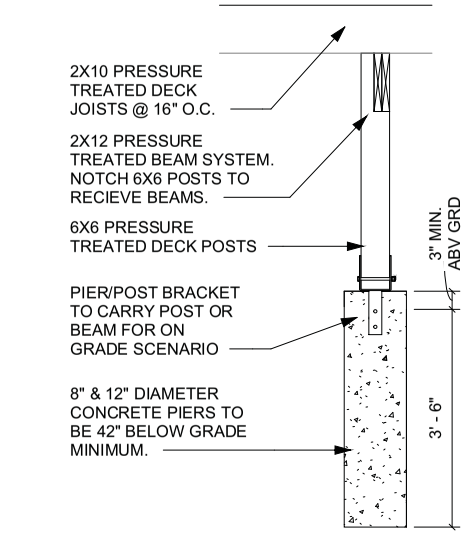
Project #: 261

ROOF, ELECTRICAL, & DETAILS

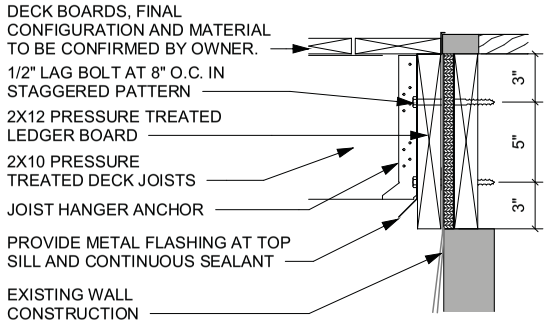
A-3



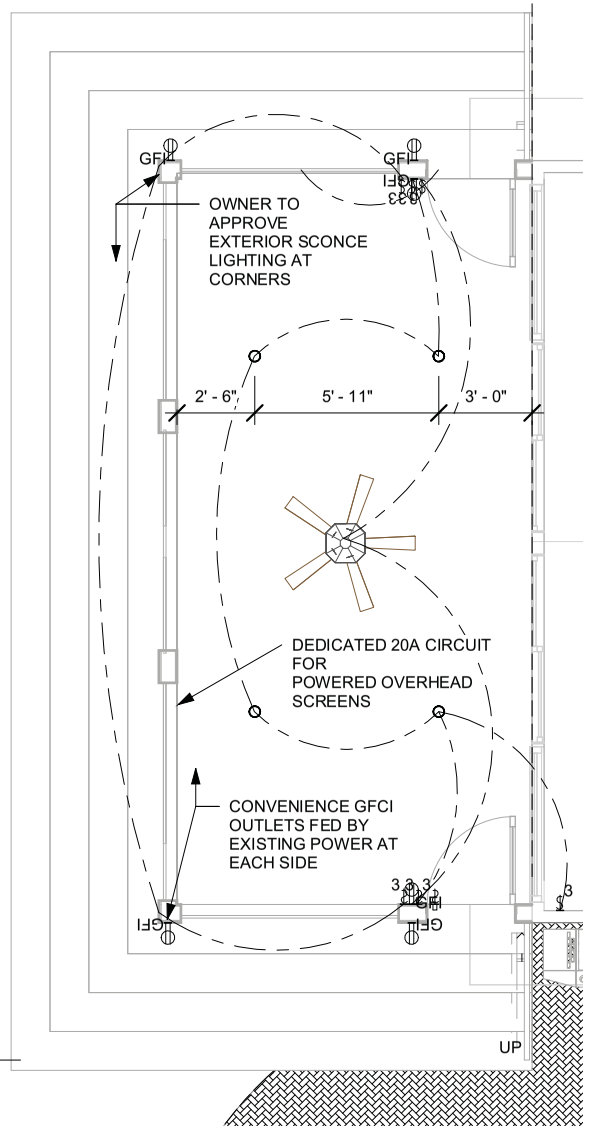
1 Section 1
1/2" = 1'-0"



2 PIER SECTION DETAIL
1/2" = 1'-0"



3 LEDGER DETAIL
1 1/2" = 1'-0"



4 ELECTRICAL PLAN
1/4" = 1'-0"

Agenda Item No: 12

City Council
Agenda Supplement

Meeting Date: October 20, 2026

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Request: Final Plat of Subdivision for a two-lot subdivision

Applicant: Home State Bank, owner
40 Grant Street

PZC Recommendation: To approve the Planning and Zoning Commission (PZC) recommendation and adopt an Ordinance approving the Final Plat of Subdivision for 40-50 Grant Street

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

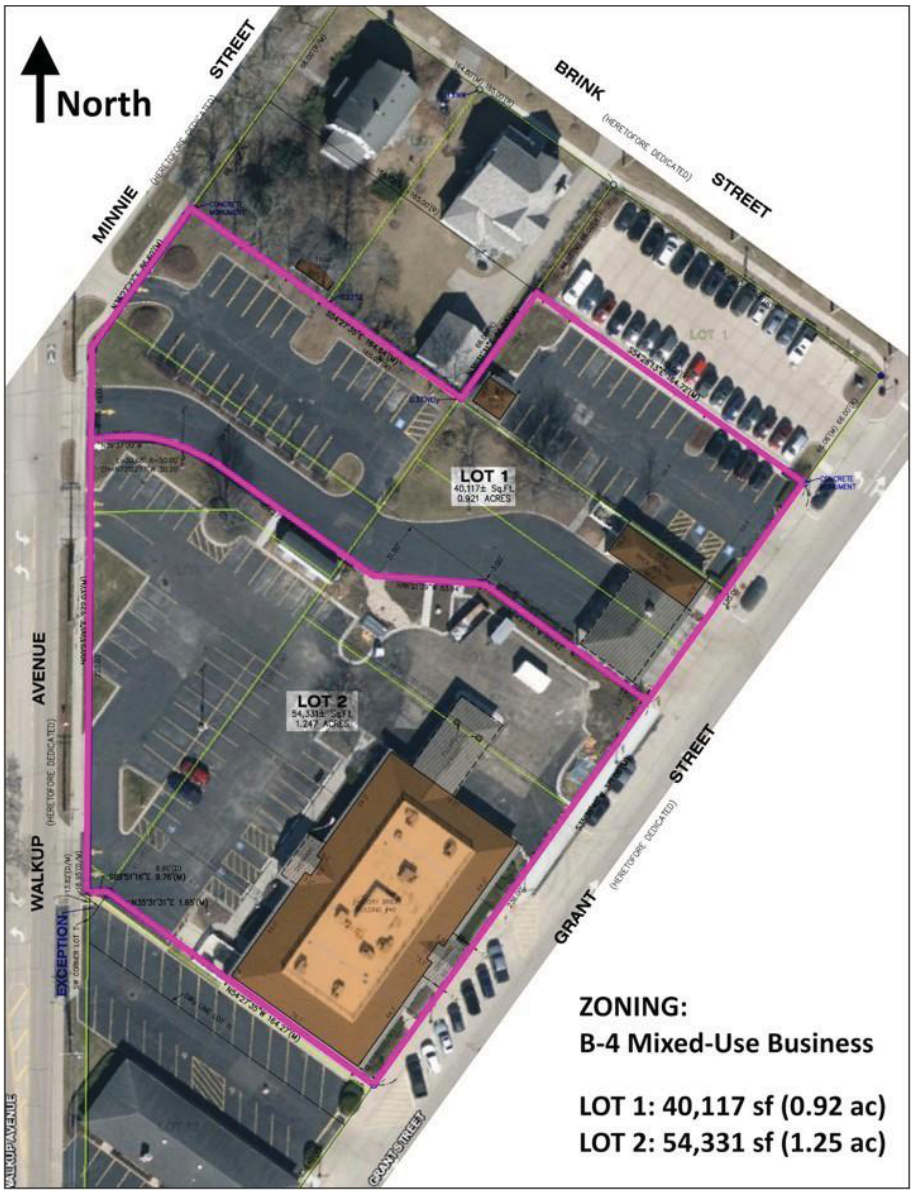
Background:

- Requests: To resubdivide the property into two lots.
- Zoning: The site is zoned B-4 Mixed-Use Business District.
- Land Use: The land use map shows the area as Mixed Use.
- The property consists of six lots and two partial lots to be resubdivided into two lots. The lots to be resubdivided were created under the Original Plat of Nunda.
- The property contains a bank (Home State Bank) with attached drive-through and a detached bank drive-through facility. With a recent drive-through addition to the main bank building, the standalone drive-through facility is no longer needed.

PZC Highlights:

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

- Both lots meet the minimum lot width and area standards for the B-4 zoning district. No variations are requested.
- The PZC found that the petition met the Findings of Facts.



The proposed Lot 1 contains the current banking drive-through facility. The subdivision will allow this lot to be sold for redevelopment while the main bank building remains on Lot 2.

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

1. Be consistent with the information and testimony provided by the petitioner in the hearing and the following documents provided:
    a. Application (9/4/26, received 9/10/26)
    b. Plat of Subdivision (Vanderstappen, dated 9/4/26, received 9/10/26)
2. Plat of Subdivision
    a. Correct technical errors/omissions as specified by staff.
    b. Prepare a final bond copy of the plat for signatures and recording.

Votes Required to Pass: A simple majority vote

Acknowledgement Form

Regarding the **Crystal Lake Home State Bank Subdivision Final Plat**, please check one of the choices and sign below.

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

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

_____

_____

Petitioner's Name: [redacted] Date: 10/14/26
Signature

Recommended Conditions:

1. Be consistent with the information and testimony provided by the petitioner in the hearing and the following provided documents:
   a. Application (9/4/26, received 9/10/26)
   b. Plat of Subdivision (Vanderstappen, dated 9/4/26, received 9/10/26)
2. Plat of Subdivision
   a. Correct technical errors/omissions as specified by staff.
   b. Prepare a final bond copy of the plat for signatures and recording.

PARCEL IN QUESTION

40-50 Grant Street



Ord. No.
File No.

The City of Crystal Lake Illinois

AN ORDINANCE GRANTING A FINAL PLAT OF RESUBDIVISION FOR A TWO LOT SUBDIVISION FOR 40-50 GRANT STREET

WHEREAS, pursuant to the terms of a Petition (File #PLN-2026-185) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested a Final Plat of Subdivision for a two-lot subdivision at 40-50 Grant Street; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake held a public meeting at 7:00 p.m. on October 7, 2026, at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed request; and

WHEREAS, on October 7, 2026, the Planning and Zoning Commission, having fully heard and considered the testimony of all those present at the public meeting who wished to testify, made findings of fact as required by law and recommended to the Mayor and City Council of the City of Crystal Lake that the proposed Plat of Subdivision be approved, as documented in the minutes, and

WHEREAS, it is in the best interests of the CITY OF CRYSTAL LAKE that the request for the Final Plat be issued as requested in said Petition.

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

Section I: That a Final Plat of Subdivision for a two-lot subdivision at 40-50 Grant Street (14-32-481-005, -006, -007, -008, -009, -010, -011), Crystal Lake, Illinois is hereby granted with the following conditions:

1. Be consistent with the information and testimony provided by the petitioner in the hearing and the following documents provided:
    a. Application (9/4/26, received 9/10/26)
    b. Plat of Subdivision (Vanderstappen, dated 9/4/26, received 9/10/26)
2. Plat of Subdivision
    a. Correct technical errors/omissions as specified by staff.
    b. Prepare a final bond copy of the plat for signatures and recording.

Section II: That the City Clerk be and is hereby directed that all pertinent records of the City of Crystal Lake to show the issuance of a Final Plat of Subdivision with the provisions of this Ordinance, as provided by law.

Draft

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

DATED at Crystal Lake, Illinois, this 20th day of October, 2026.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Halebian, MAYOR

SEAL

ATTEST:

_____
CITY CLERK

Passed: October 20, 2026
Approved: October 20, 2026

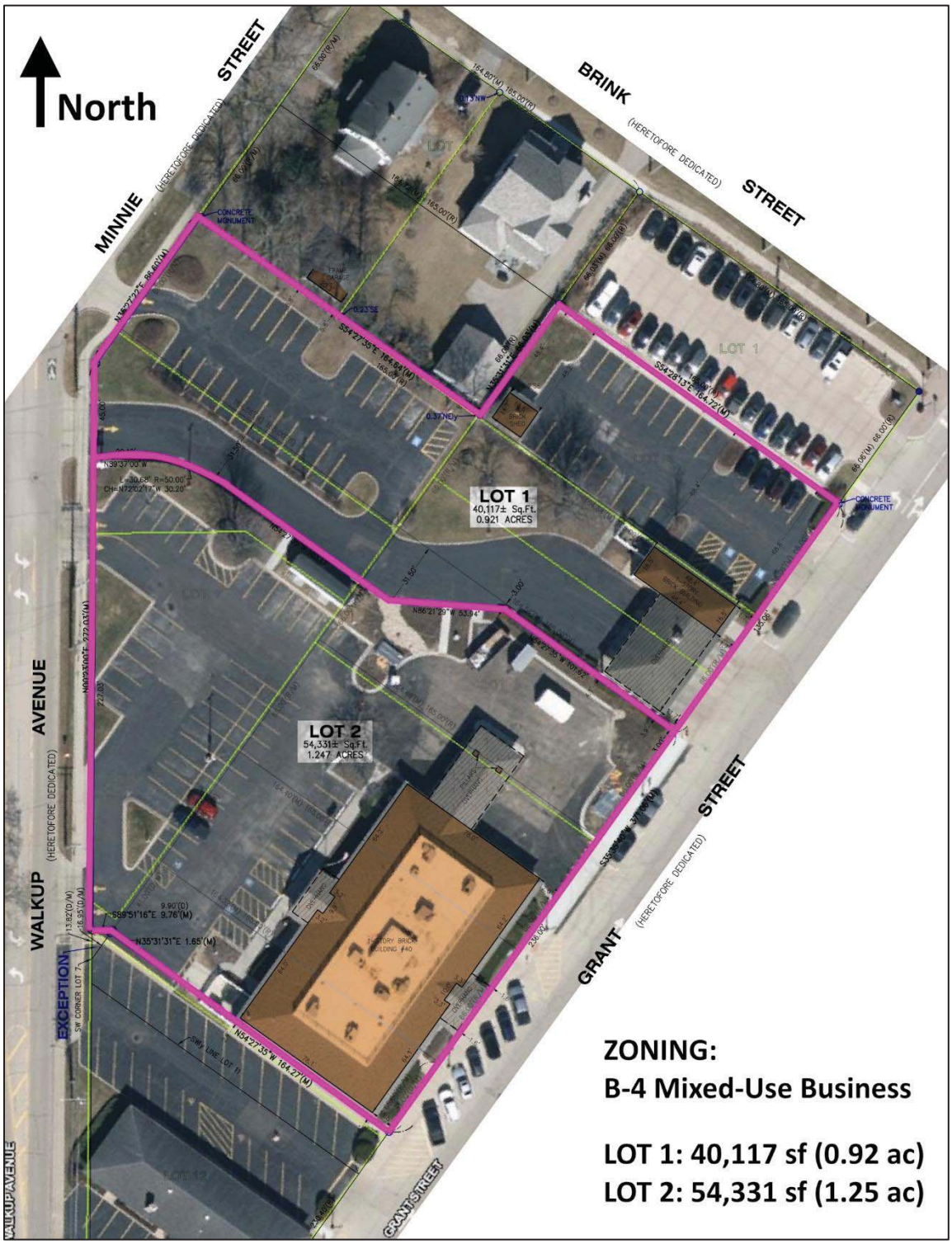
Draft

#2026-185 Crystal Lake Home State Bank Subdivision
40-50 Grant St. – Final Plat of Resubdivision
Project Review for Planning and Zoning Commission

Meeting Date:	October 7, 2026	
Requests:	Final Plat of Resubdivision for a 2-lot subdivision.	
Location:	40-50 Grant Street	
Acreage:	Approximately 2.17 acres	
Existing Zoning:	B-4 Mixed-Use Business District	
Surrounding Properties:	North:	B-4 Mixed-Use Business District
	South:	B-4 Mixed-Use Business District
	East:	B-4 Mixed-Use Business District
	West:	O Office & R-O Residential Office Districts
Staff Contact:	Darrell Moore (815.356.3612)	

Background:

- The property consists of six lots and two partial lots to be resubdivided into two lots. The lots to be resubdivided were created under the Original Plat of Nunda.
- The property contains a bank (Home State Bank) with attached drive-through and a detached bank drive-through facility.
- With a recent drive-through addition to the main bank building, the standalone drive-through facility is no longer needed. A subdivision is required before Home State Bank can sell the "excess land" containing the drive-through, because portions of it extend across lots shared by the main bank.
- This request qualifies as a minor plat of subdivision. Minor plats of subdivision are subdivisions of land into 10 lots or less, comprise of one phase and do not require any public improvement (installation of roadway, sidewalks or street trees) are reviewed by the Planning and Zoning Commission and City Council.



Development Analysis:

General

- Requests: A Final Plat of Resubdivision for a two-lot subdivision.
- Zoning: The site is zoned B-4 Mixed-Use Business District.
- Land Use: The land use map shows the area as Mixed Use.

- Plat of Subdivision:
  - The existing property is comprised of eight lots measuring 94,448 square feet in area. The proposed subdivision will reconfigure the eight lots into two lots measuring 40,117 square feet and 54,331 square feet. Both of these exceed the minimum 5,000 square feet required in the B-4 zoning district.
  - The lot widths of 135 feet and 236 feet exceed the minimum required 50-foot lot width in the B-4 zoning district, making these both conforming lots.
  - Both lots will have access off both Walkup Avenue and Grant Street.

Findings of Fact:

Final Plat of Subdivision
The petitioner is requesting a Final Plat of Resubdivision to reconfigure eight lots into two lots. Final Plats are required to meet the following requirements:

a) Promote the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of the City by providing for the orderly growth and development of the City;
☒ *Meets* ☐ *Does not meet*

b) Coordinating streets and roads within proposed subdivisions with the City's planned street system, and with other public facilities;
☒ *Meets* ☐ *Does not meet*

c) Providing right-of-way easements for streets and utilities;
☒ *Meets* ☐ *Does not meet*

d) Avoiding congestion and overcrowding, and encouraging the proper arrangement of streets in relation to existing or planned streets;
☒ *Meets* ☐ *Does not meet*

e) Ensuring there is adequate open space and recreation facilities to serve development;
☒ *Meets* ☐ *Does not meet*

f) Ensuring there is proper recordation of landownership records;
☒ *Meets* ☐ *Does not meet*

g) Installation of any public improvements including water, sewer, storm sewer or detention, parkway trees, and sidewalks;
☒ *Meets* ☐ *Does not meet*

h) Burial of overhead utility lines and all new lines and services in appropriate easements; and
☒ *Meets* ☐ *Does not meet*

i) Ensuring the provision of such other matters as the City Council may deem necessary in order

to protect the general health, safety, and welfare of the City
☒ *Meets* ☐ *Does not meet*

Comprehensive Land Use Plan 2030 Vision Summary Review:

The Comprehensive Plan designates the subject property as Mixed Use, which allows for the existing use as well as a range of retail, office, and residential uses. The following goal is applicable to this request:

Land Use – Residential

Goal: Balance the various land uses within the city to create more compact, mixed-use livable neighborhoods while providing a variety of housing, jobs, transportation options, and business services.

Supporting Actions: Allow for compact and mixed-use growth.

Recommended Action:

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

1. Be consistent with the information and testimony provided by the petitioner in the hearing and the following provided documents:
    a. Application (9/4/26, received 9/10/26)
    b. Plat of Subdivision (Vanderstappen, dated 9/4/26, received 9/10/26)

2. Plat of Subdivision
    a. Prepare a final bond copy of the plat for signatures and recording.

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

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

Owner Information

Name: Home State Bank, N.A.

Address: 40 Grant St.

Crystal Lake, IL 60014

Phone: [redacted]

E-mail: [redacted]

Project Name & Description: Crystal Lake Home State Bank Subdivision

Project Address/Location: 40-50 Grant St.

Signature [redacted]

BRETT BERG - VP Facilities Manager [redacted] 9-4-26

Owner: Print and Sign name Date

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

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, OCTOBER 7, 2026
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

2026-185 – 40-50 GRANT STREET – FINAL PLAT OF SUBDIVISION
A resubdivision of eight lots into two lots.

Lisa Waggoner appeared before the Commission representing the purchaser of the property. She noted that the bank's attorney, Craig Krandel, was out of town and asked her to attend the hearing in his absence. Ms. Waggoner explained that her client had been working with the Home State Bank since the previous winter and that future plans for the property were being developed. She stated that she could not disclose the specific future use at that time but anticipated that the purchaser would return before the Commission with additional plans. Ms. Waggoner explained that the proposed subdivision involved existing property and dd not create new lots for sale. She addressed questions previously raised regarding easement, setbacks, right-of-way dedication, and the configuration of the lots. Ms. Waggoner stated that the applicable downtown zoning standards would continue to apply.

Mr. Moore stated that some typographical errors and omissions had been identified on the plat and that most had already been corrected. Mr. Moore recommended adding a condition requiring that any remaining technical errors or omissions identified by Staff be corrected prior to presentation to the City Council. Mr. Moore stated that the proposed lots were large for the B-4 district and that the primary complication involved the historic lot configurations. He stated that, aside from the identified technical corrections, there were no additional issues requiring resolutions.

Mr. Gronow opened the public comment portion of the meeting. With no public looking to speak, the public comment portion was closed.

Ms. Mason and Ms. Camacho had no questions or comments.

Mr. Parikh asked about the potential future use of the property and whether the subdivision could create future entitlement or development issues. Ms. Waggoner stated that the Grant Street side will be used for residential purposes, for which they will return to seek a variation. The city will create a bump out along Minnie Street.

Mr. Gronow questioned the parcel located to the North of the subject property. Mr. Moore clarified that the ownership of the adjacent property and confirmed that the parcel was owned by the City and was not included in the proposed subdivision.

Ms. Repholz made a motion to approve the request as presented, with the following conditions:

1. Be consistent with the information and testimony provided by the petitioner in the hearing and the following provided documents:

A. Application (9/4/26, received 9/10/26)
B. Plat of Subdivision (Vanderstappen, dated 9/4/26, received 9/10/26)

2. Plat of Subdivision
   A. Prepare a final bond copy of the plat for signatures and recording.

Ms. Mason seconded the motion. On roll call vote, Members Parikh, Repholz, Mason, Camacho, and Gronow voted in favor. The motion caried unanimously.

Vanderstappen
Land Surveying, Inc.
www.vandersinc.com
1316 N. Madison St.
Woodstock, Illinois 60098
ph. 815-337-8310 fax 815-337-8314
"Always faithful to the property line"

FINAL PLAT OF SUBDIVISION

CRYSTAL LAKE HOME STATE BANK

Being a Resubdivision of Lots 4, 5, 6, 8, 9, 10, and part of Lots 7 and 11 in Block 16 in Original Plat of Nunda, being a part of the East Half of the Southeast Quarter of Section 32, Township 44 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois.

ZONED B-4 Mixed-Use Business

CITY OF CRYSTAL LAKE



LEGEND

✱	FOUND CROSS
●	FOUND IRON BAR
○	FOUND IRON PIPE
⊗	FOUND MAG NAIL
⊕	MANHOLE
⊕	SET CROSS
●	SET IRON BAR
⊗	SET MAG NAIL
(D)	DEED
(R)	RECORD
(M)	MEASURE

30' 0' 30' 60'
SCALE: 1" = 30'

CLIENT: ZUKOWSKI, ROGERS, FLOOD & MCARDLE
DRAWN BY: SES CHECKED BY:
SCALE: 1"=30' SEC. 32 T. 44 R. 8 E.
BASIS OF BEARING: IL EAST ZONE NAD83 (2011)
P.I.N.: ** **P.I.N.:
JOB NO.: 260545 I.D. EPS 14-32-481-005
FIELDWORK COMP.: 7/17/26 BK. ___ PG. ___ 14-32-481-006
ALL DISTANCES SHOWN IN FEET AND DECIMAL PARTS THEREOF CORRECTED TO 68° F. REF: 14-32-481-007
14-32-481-008
14-32-481-009
14-32-481-010
14-32-481-011

TRUSTEE'S OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF McHENRY)

_____, as Trustee under the provisions of Trust Agreement dated _____, 20____, and known as Trust No. _____, is the Owner of a portion the land described in the Surveyor's Certificate on the foregoing Plat of Subdivision, that the trustee has caused said land to be surveyed, subdivided and platted as shown by the foregoing plat, for the uses and purposes therein set forth, as prescribed by the statutes of the State of Illinois, and acknowledges said plat and adopts the same in witness whereof said _____, a Banking Corporation of the State of Illinois, hath hereto caused its seal to be affixed and its presents to be signed

To the best of our knowledge and belief, Crystal Lake Home State Bank Subdivision, as hereby created and shown on the Plat of Subdivision are within the School District(s) and known as:

Crystal Lake Consolidated School District #47
Community High School District #155

by _____ its _____ and attested by _____, its Trust Officer,

this _____ day of _____,A.D., 20____.

BY: _____

Title: _____

Attest: _____
Trust Officer

NOTARY CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF McHENRY)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ of _____, personally known to me to be the _____ of said corporation, and _____ personally known to me to be the _____ of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as such _____ and _____signed and delivered the said instrument as _____ and _____ of said corporation, and caused the Corporate Seal of said corporation to be affixed thereto, pursuant to the authority given by the Board of Directors of said corporation as their own free and voluntary act, and as the free and voluntary act and deed of said corporation, for uses and purposes therein set forth, Given under my hand and Notarial Sea

this _____ day of _____, A.D., 20_____.

_____ _____
Notary Public My Commission Expires

RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF McHENRY)

This instrument filed for record in the Recorder's office of McHenry County, Illinois, on this

_____ day of _____, 20___ A.D., at ___ o'clock ___M. and recorded as Document Number: _____

_____
County Recorder

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF McHENRY)

I, _____, County Clerk in McHenry County, Illinois do hereby certify that there are no delinquent general taxes, no unpaid current general taxes, no unpaid forfeited taxes, and no redeemable tax against any of the land included in the Plat.

I further certify that I have received all statutory fees in connection with the Plat.

Given under my hand and seal of the County at Woodstock, Illinois,

this _____ day of _____, 20___ A.D.

_____
McHenry County Clerk

SURFACE WATER DRAINAGE STATEMENT

STATE OF ILLINOIS)
) S.S.
COUNTY OF McHENRY)

I, _____, Owner(s) and I, _____, Professional Engineer of the State of Illinois, do hereby certify that to the best of our knowledge and belief that the drainage of surface waters will not be changed by the construction of this subdivision of any part thereof, or, if such changes occur, adequate provisions have been made for the collection and diversion of such waters into public areas or drains which the subdivider has a right to use, and that such surface waters will not be deposited on adjoining land owners in such concentration as may cause damage to the adjoining property because of the construction of this subdivision.

this _____ day of _____, 20___ A.D.

_____
Owner(s)

_____
Registered Professional Engineer of Illinois

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF McHENRY)

Plat approved by the City Council of Crystal Lake, Illinois, this

_____ day of _____, 20___ A.D.

Signed this _____ day of _____ 20___ A.D.

_____
Mayor

Attest: _____
City Clerk

PLANNING AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF McHENRY)

Approved by the Planning and Zoning Commission of the City of Crystal Lake, Illinois,

this _____ day of _____, 20___ A.D.

_____
Chairman

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF McHENRY)

I, _____, an Illinois Registered Land Surveyor, do hereby certify that we have surveyed and subdivided the following described property, and that the Plat as drawn represents said survey and subdivision;

Lots 4, 5, 6, 7, 8, 9, 10, the Northeasterly 41.00 feet of Lot 11 (excepting therefrom that part of Lot 7 being described as follows: Beginning at the Southwest corner of said Lot 7; thence North along the West line of said Lot, 13.82 feet; thence East 9.90 feet to a point in the East line of said Lot, said point being 16.95 feet Northeasterly as measured along said East line from the Place of Beginning; thence Southwesterly along said East line, 16.95 feet to the Place of Beginning) in Block 16 in Original Plat of Nunda, being a part of the East Half of the Southeast Quarter of Section 32, Township 44 North, Range 8 East of the Third Principal Meridian, according to the Plat thereof recorded August 13, 1868, in Book 43 of Deeds, page 296, in McHenry County, Illinois.

I, further certify, that Crystal Lake Home State Bank Subdivision contains: 2.168 Acres, 94,448± Sq.Ft.

I, further certify, that the property, as described, lies within the corporate limits of the City of Crystal Lake, Illinois, which has adopted a comprehensive plan.

I, further certify, that based upon examination of the Flood Insurance Rate Map of McHenry County, Illinois, Panel #17111C0327J with an effective date of November 16, 2006 Indicates subject property residing within Zone "X" an area determined to be outside the 0.2% chance of annual flooding.

I, further certify, that upon completion of construction, concrete monuments, as shown, and 5/8" iron bars are/will be set at all lot corners and points of change in alignment, as required by the Plat Act (765 ILCS 205/1).

I, further certify, that these professional service conforms to the current Illinois Minimum Standards applicable to a Boundary Survey, as it applies to a Final Plat of Subdivision. All distances are given in feet and decimal thereof.

Given under my hand and seal at, Woodstock, Illinois this the 29th, day of July, 2026.

_____
Illinois Registered Professional Land Survey No.
Vanderstappen Land Surveying, Inc.
Design Firm No. 184-002792

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	9/4/26	SUBDIVISION NAME	SES
2	10/7/26	CITY REVIEW COMMENTS	APG
CRYSTAL LAKE HOME STATE BANK		SHEET NO. 1 OF 1	

Agenda Item No: 13

City Council
Agenda Supplement

Meeting Date: October 20, 2026

Item: Purchase of Real Property – 200 E. Congress Parkway and two vacant parcels (collectively, the "***Property***")

City Council Discretion: Motion to adopt a Resolution directing City staff to proceed with the closing of the Property

Staff Contact: Eric Helm, City Manager
Nick Hammonds, Deputy City Manager
Vic Filippini, City Special Legal Counsel

Background:

Northern Illinois Medical Center ("***Seller***") had operated a health and fitness center at 200 E. Congress Parkway in Crystal Lake, commonly known as HealthBridge, but that facility has been closed for a number of years. The Seller is currently marketing the HealthBridge site, an adjacent 4.4-acre vacant parcel, and a nearby two-acre vacant parcel (collectively, the "***Property***") for sale. The City Council determined at the April 21, 2026 City Council meeting that it will be in the best interests of the City and its residents to enter into a Purchase and Sale Agreement (the "***PSA***") that has previously been provided to the City Council members via a confidential memorandum from Special Legal Counsel Filippini. Under the PSA, the City would acquire the Property for $4,200,000.00. If approved, reserves in the General Fund will be allocated towards the purchase. No tax increases are needed or proposed for the initial purchase cost.

The Property offers the City an opportunity to make available to City residents certain public facilities that do not currently exist in Crystal Lake. In addition, the Property contains additional vacant land that could be utilized for the benefit of the community. The six-month due diligence period, which began on April 26, 2026 when the PSA was executed, will end on October 26, 2026. At this time, the City Council may determine to proceed with closing on the purchase of the Property or terminate the PSA. If a motion to direct staff to proceed with the purchase is approved, the City's Special Legal Counsel will prepare closing documents with the Seller's counsel to close on the Property no later than November 10, 2026.

Recommendation:

It is the City Council's discretion whether to proceed with the purchase of the Property or whether to terminate the PSA. If the City Council chooses to proceed with the purchase of the Property pursuant to the PSA, City staff recommends a motion to adopt a resolution (attached) to direct staff to proceed with the purchase of the Property.

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 Mayor, City Clerk, and City Manager (as well as the City Manager's designees) are hereby authorized and directed to take such additional actions on behalf of the City that may be necessary or convenient in furtherance of the purchase of the Property that is the subject of the Purchase and Sale Agreement approved by the City Council on April 21, 2026 and thereafter amended ("***PSA***"), which purchase shall be in accordance with the terms of the PSA.

DATED at Crystal Lake, Illinois this 20th day of October, 2026.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL:

ATTEST:

_____
CITY CLERK

Passed: October 20, 2026
Approved: October 20, 2026

4915-5363-5289, v. 2

Draft

Agenda Item No: 14

City Council
Agenda Supplement

Meeting Date: October 20, 2026

Item: UDO Text Amendment to Articles 4 and 10

PZC Recommendation: To approve the PZC recommendation and adopt an Ordinance amending Chapter 650 of the Code of Ordinances of the City of Crystal Lake for the changes to Article 4 and 10

City Council Discretion: 1. Approve the various changes to the City Code

OR

2. Refer the matter back to the Planning and Zoning Commission for consideration of an amendment that would define landscaping height restrictions in front yards

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

Background:

- When the City Council adopted the Unified Development Ordinance (UDO) in 2009, it was intended to be a dynamic document that would be updated periodically.
- It is the opinion of City Legal Counsel that the current UDO does not categorize landscaping as a fence. However, there is ambiguity in the current language.
- Prior to the adoption of the UDO in 2009, the definition of a fence did not include vegetation.
- If landscaping were considered a fence, landscaping would be limited to three feet in height along property lines abutting a street or *Crystal Lake* and would be limited to six feet along a rear property line.
- The City has not enforced landscaping as a fence except for cases where the landscaping was in a clear view triangle for intersections of roadways. For example, there was a row of hedges on Crystal Lake Avenue and a steep slope of the neighbor's driveway. The hedges were in the clear view triangle for the driveway and the City requested the hedges be removed to a certain point.

Lakefront Properties:

- The front yard is considered the lake side for properties fronting *Crystal Lake.*
- Section 4-600 Accessory Structures regulates allowable locations for accessory structures including allowing boat houses at the water's edge. Detached accessory structures or buildings that are 600 square feet or less can be in the front yard with a five-foot setback from the water's edge. For example, a gazebo could be located between the house and lake.
- Accessory structures have been permitted in the front yard (lake side) since 2013. In 2013 a survey was conducted of lake lot property owners after a request for a four-foot rod iron style fence was received. During that survey there was discussion on hedges and landscaping in the front yard.

Request:

The amendments to the UDO include removing the reference of vegetation from the definition of a fence. The definition of a fence says it may include vegetation which leaves a lot of ambiguity. The proposed amendment would remove references to hedges in the accessory structure section of the UDO. Landscaping is not a structure.

In surveying other communities in the Chicagoland area with bodies of water, landscaping is not considered a fence for the majority of communities. Landscaping regulations should be located in Section 4-400 Landscaping and screening standards.

Community	Fence Definition Includes Vegetation?
Lake Zurich	No
Fox Lake	No
Wonder Lake	No
Island Lake	No
Lake County UDO	No
Algonquin	No
McHenry	No
Libertyville	No
Lake Forest	No
Evanston	No
Lakewood	Yes

PZC Highlights:

August 19, 2026 PZC Meeting:

- There was significant discussion between neighbors and the Commission about fences, screening, privacy and aesthetics of hedges.
- Staff summarized the various changes. Due to the discussion about vegetation and a fence, the item was continued to the next meeting. Staff, as well as the property owner, presented some additional information about existing vegetation and screening along lake properties.

September 2, 2026 PZC Meeting:

- Two property owners presented information regarding landscape, sight lines and fences along lake lots.
- Staff provided photos taken on the lakeside illustrating vegetation along lake fronts and between adjacent lots. As landscape does not require permits it is planted freely. Enforcing landscape that may be considered a fence would be reactionary and leave owners confused, upset, and lacking typical yard plantings.
- PZC members felt the proposed amendment was acceptable. One member asked staff to research regulations for landscaping along the frontage of streets.

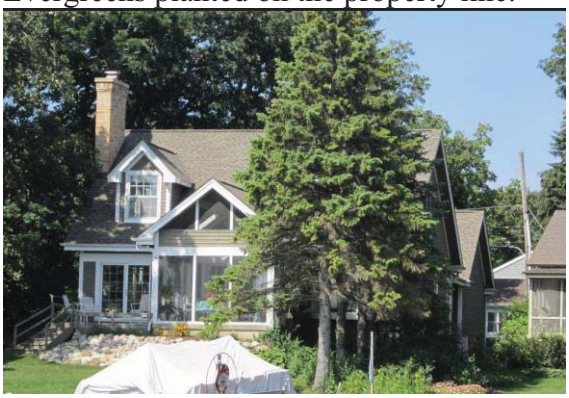
Following the discussion, the PZC recommended **approval (5-0)** of the proposed changes as presented with staff to research the hedges along the public street.

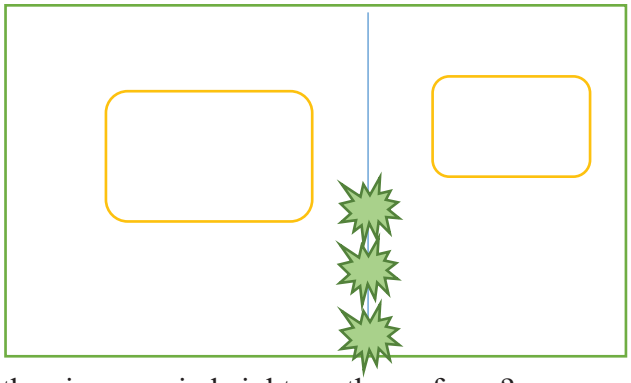
If there is a desire to regulate landscaping, it is recommended that the matter be referred back to the Planning and Zoning Commission for consideration of alternative Unified Development Ordinance code language.

Votes Required to Pass: A simple majority vote.

To determine possible enforcement of the language if it were determined that landscaping would be a fence, how would the following scenarios be classified.

Evergreens planted on the property line.





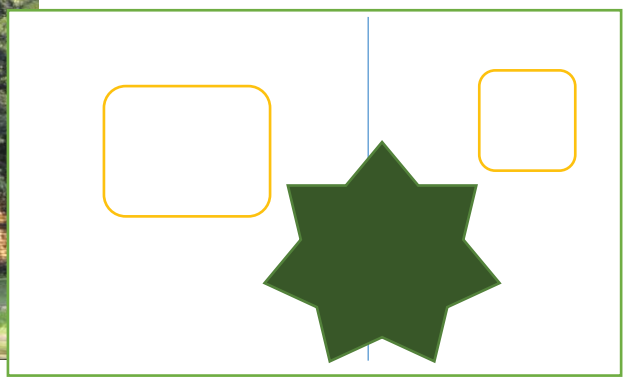
If they start low to the ground are they a fence? Once they increase in height are they a fence?





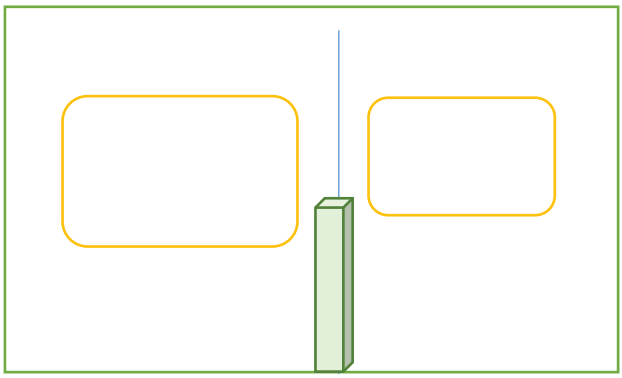
Are native flowers and bushes that exceed 3 feet in height a fence?





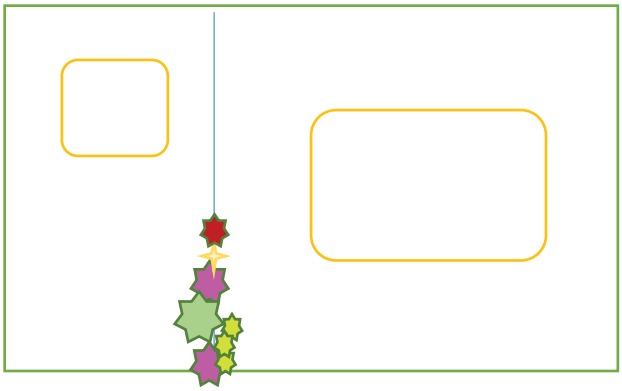
Is one large deciduous tree a fence?





Is a solid hedgerow a fence?





Is decorative landscape a fence?

Examples of Existing Trees along Front Yards or Yard Abutting a Street (Street Side and/or Lake Side)



Figure 1: Arborvitae along Dole Avenue near the Cemetery



Figure 2: PUD Required Landscaping along Golf Course Road



Figure 3: Hedges along Oak Street



Figure 4: Hedges and trees on Woodstock Street



Figure 5:Tree line along Barlina Road



Figure 6: Lake property



Figure 7: Lake property



Figure 8: Lake property



Figure 9: Looking right and left from Eagle to Dole

Ord. No.
File. No.

AN ORDINANCE AMENDING
CHAPTER 650: UNIFIED DEVELOPMENT ORDINANCE OF THE
CODE OF ORDINANCES OF THE CITY OF CRYSTAL LAKE, ILLINOIS

WHEREAS, pursuant to its home rule powers, the Illinois Municipal Code, and other applicable authority, the City is authorized to regulate land use within the City and does so pursuant to the City's Unified Development Ordinance, set forth as Chapter 650 of the Crystal Lake City Code; and

WHEREAS, pursuant to the terms of a Petition (File #PLN-2026-137) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested Text Amendments; and

WHEREAS, from time to time it is appropriate to review, update and modify the Unified Development Ordinance to assure that it appropriately addresses new issues that may arise; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on August 4, 2026 in the Northwest Herald, held a public hearing at 7:00 p.m., on August 19, 2026 and continued to September 2, 2026, at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider proposed amendments to the Unified Development Ordinance regarding Article 2, Article 4, Article 9, and Article 10; and

WHEREAS, on September 2, 2026, the Planning and Zoning Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as required by law and recommended to the Mayor and City Council of the City of Crystal Lake that proposed amendments to the Unified Development Ordinance be approved as stated in the minutes from the meeting; and

WHEREAS, the Mayor and City Council, having considered such recommendation and the findings and minutes from the Planning and Zoning Commission, have found and determined that adopting amendments to Article 4 and Article 10 of the Unified Development Ordinance as set forth in this Ordinance will be in the best interests of the City and its residents; and

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

SECTION I: The foregoing Recitals are hereby incorporated into and made a part of this Ordinance as if fully set forth herein.

Draft

SECTION II: That Subsection C, entitled "Permitted Accessory Structures," and various provisions of Subsection E, entitled "Location of detached accessory structures," of Article 4-600, entitled Accessory Structures and Uses, shall be amended as follows:

[amendments are depicted in **Bold** and ~~strikethrough~~]

C. Permitted accessory structures.
1. All Residential uses: Permitted accessory structures for residential uses include, but are not limited to: detached garages; decks; gazebos; private greenhouses; garden houses; sheds or buildings for domestic storage; children's play houses; play equipment (including, but not limited to, swing set, trampoline, basketball hoop, treehouses, etc.); fences **and** walls~~, hedges~~ (in compliance with Section 4-700, Fences, walls and screening); flagpoles; swimming pools; antenna or satellite dish (smaller than 39 inches in diameter); signs (in compliance with Section 4-1000, Signs); mailboxes; off-street parking areas for multifamily developments; waste disposal containers for multifamily developments (screened from public view, in compliance with Section 4-700, Fences, walls and screening); public utility equipment and any supporting structures; and other structures meeting the definition of an accessory use or structure. Additionally, structures used for water-related activities, including boat docks, boathouses, sea walls and similar structures, are permitted accessory structures for properties that front on Crystal Lake.

2. Nonresidential uses: Permitted accessory structures for nonresidential uses include but are not limited to: detached garages; off-street parking and loading facilities; storage buildings for merchandise, stock or records as part of a principal use; process, production, or maintenance facilities; guardhouses for industrial uses; rail spur lines or rail loading docks for industrial uses; signs (in compliance with Section 4-1000, Signs); waste disposal containers (screened from public view, in compliance with Section 4-700, Fences, walls and screening); fences **and** walls~~, hedges~~ (in compliance with Section 4-700, Fences, walls and screening); public utility equipment and any supporting structures; and other uses and structures meeting the definition of an accessory use or structure.

* * *

E. Location of detached accessory structures.

* * *

1.b. Fences~~,~~ **and** walls~~, and hedges~~ provided they meet the requirements of Section 4-700, Fences, walls and screening.

* * *

2.a.(iii) C. Fences~~,~~ **and** walls~~, and hedges~~, provided they meet the requirements of Section 4-700 Fences, Walls, and Screening.

* * *

Draft

2.b.(ii) E. Fences~~,~~ **and** walls~~, and hedges~~ (in compliance with Section 4-700, Fences, walls and screening).

* * *

SECTION VII: That Article 10 Definitions A. General Definitions shall be amended as follows: [amendments are depicted in **Bold** and ~~strikethrough~~]

Fences, Walls and Screening, Fence – Any barrier structure, not part of a building or natural screening, which is used as a boundary or as a means of protection, confinement, or screening. A fence may include ~~vegetation or~~ manufactured materials such as, but not limited to ~~vegetation or~~ wire mesh, chain link, wood, masonry, **vinyl,** or stone.

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

SECTION IX: That the City Clerk be and is hereby directed to amend all pertinent records of the City of Crystal Lake to show the approval of the text amendment in accordance with the provisions of this Ordinance, as provided by law.

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

Draft

DATED at Crystal Lake, Illinois, this 20th day of October, 2026.

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST:

_____
CITY CLERK

PASSED: October 20, 2026
APPROVED: October 20, 2026

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

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, SEPTEMBER 2, 2026
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

2026-137 – UDO TEXT AMENDMENTS
Text Amendment to the Unified Development Ordinance.

Ms. Maxwell introduced the continued public hearing for Unified Development Ordinance text amendments. Ms. Maxwell stated that the proposed amendments include several minor ordinance changes, with the two primary items being revisions to the mural program and amendments concerning vegetation, hedges, fences, and screening.

Ms. Maxwell explained the proposed amendment would remove the word "vegetation" from the definition of a fence. She further explained that references to "hedges" would be removed from sections of the UDO addressing fences and walls, so that that provision would generally apply to constructed fences and walls rather than living vegetation.

Ms. Maxwell stated that one reason for the proposed change is that vegetation does not require a permit to install. As a result, enforcement can be reactive, with landscaping potentially growing for several years before a complaint is received. Ms. Maxwell explained that it is difficult to establish when vegetation should be considered a fence because vegetation may consist of a sold row, staggered plantings, individual trees, or large shrubs.

Ms. Maxwell also discussed a potential concern with removing vegetation from the fence definition. A hedge or other landscaping could be planted where a fence would otherwise be subject to height restriction and could eventually grow into a visual screen. Staff noted that the proposed amendment would not affect the City's clear sight triangle requirements, which specifically regulate planting in areas where visibility is required for traffic safety.

Ms. Maxwell presented photographs of properties throughout the City, including lakefront properties, showing mature trees, shrubs, and other landscaping. Ms. Maxwell explained that many of these plantings have existed for decades and that attempting to determine whether they constitute fences would present significant enforcement difficulties.

Mr. Gronow opened the public comment portion of the hearing.

David Hollander, 921 North Shore Drive, addressed the Commission regarding the proposed amendment. Mr. Hollander stated that he and his property had been the subject of concern regarding vegetation and lake views. He explained that vegetation on his property was installed for privacy and security reasons and that he had experienced trespassing, theft, and vandalism at the property. Mr. Hollander stated that a permitted wood fence was installed first and that vegetation was subsequently planted behind the fence. He explained that the landscaping was intended to provide additional privacy and separation between properties. It was not intentionally planted to obstruct views.

Mr. Hollander questioned why concerns were being raised regarding his property's lake view when similar vegetation existing along other property lines and throughout the neighborhood. He pointed to existing mature trees and landscaping on neighboring properties and stated that vegetation is commonly used throughout Crystal Lake to provide separation between homes. He had several pictures that showed landscape along a fence to provide additional privacy or security between homes.

Mr. Hollander also questioned whether the City's concern was specifically related to lake views, noting that other existing trees and landscaping also obstruct views. He stated that the situation at his property was not unique to the neighborhood and that similar plantings could be observed throughout the City.

Ronald Orist, 927 North Shore Dr, addressed the Commission as a concerned citizen regarding the proposed amendment and the effect of vegetation on lakefront properties. Mr. Orist discussed concerns regarding tall vegetation functioning as a solid barrier and obstructing lake views. He stated that lake views are an important consideration for lakefront property owners and discussed the effect of vegetation on his property's view, sunlight, and visibility.

Mr. Orist described prior interactions with City staff regarding fencing and landscaping at neighboring properties. He stated that, in the past, vegetation had been required to be reduced in height and discussed how landscaping that was originally maintained at an appropriate height had subsequently grown substantially. Mr. Orist also raised concerns regarding safety and the ability to see children or individuals in the lake from neighboring properties. He stated that he believed the issue warranted additional review by the City and Commission and asked that reasonable standards for vegetation and lakefront obstruction be maintained.

Bruce Mazurkiewicz submitted written comments, which were read into the record by the resident of 927 North Shore Dr. Mr. Mazurkiewicz stated that he was a Crystal Lake resident speaking on behalf of friends who live on the lake. He expressed concern that vegetation on a neighboring property was functioning essentially as a solid fence and had obstructed a portion of his friends' lake view. Mr. Mazurkiewicz referenced prior City Council discussions concerning lake lots and stated that lakefront properties are unique and that property values are influenced by lake views. He encouraged the commission to consider the City's prior discussions regarding lakefront property protections and to maintain reasonable standards concerning yard obstructions, vegetation, and fencing.

Mr. Gronow thanked both residents for their public commentary.

Ms. Repholz questioned how the current UDO should be interpreted with respect to vegetation discussed by the speakers would technically be considered in violation of the UDO as it is currently written.

Ms. Maxwell explained that the existing definition states that a fence may include materials such as vegetation, wire mesh, chain link, wood and masonry. She stated that the use of the word "may" and the structure of the existing definition create ambiguity regarding whether natural screening is intended to be regulated as a fence.

Mr. Pardys stated that the issue is that the definition, as it reads right now, is ambiguous. The proposed change is intended to clarify that definition and remove that ambiguity. He stated that as written, it could

be interpreted to mean that natural screening is not a fence. The proposal removes vegetation from the definition of a fence, although it could certainly be put back in. The key point is that the definition needs to be clear and unambiguous about whether vegetation/natural screening is considered a fence.

Mr. Parikh asked about the practical implications of the City's current enforcement of the provision.

Ms. Maxwell explained that vegetation installed as part of a permitted project may be addressed during the permit review process, but landscaping purchased and planted independently generally does not require a permit. She stated that this creates an enforcement situation in which landscaping may grow substantially before the City becomes aware of a potential issue. Ms. Maxwell discussed how vegetation could be defined as a fence if the existing language were retained. Discussion included whether plants would need to be touching, whether staggered plantings would constitute a fence, whether multiple trees or a large single tree would constitute a fence.

Ms. Maxwell stated that these questions demonstrate the difficulty of creating an enforceable definition for vegetation as a fence. Ms. Maxwell also stated that staff had reviewed regulations in other communities and found that many do not include vegetation within their fence definitions. Ms. Maxwell noted that the City's treatment of vegetation as a fence, particularly in lakefront yards, is somewhat unique.

Mr. Pardys stated that one option would be to clarify the existing language so that hedges and vegetation are expressly treated as fences. Another option, which is reflected in the proposed amendment, would be to remove vegetation and hedges from the fence-related provisions and make it clear that natural vegetation is not regulated as a fence. Mr. Pardys explained that the proposed revision also includes punctuation changes to the general definition of a fence. He stated that adding a comma after the word "screening" would clarify that natural screening is separate from the definition of a fence and would eliminate ambiguity in the existing wording.

Mr. Parikh asked whether the proposed revisions would provide equal clarity if vegetation and hedges were removed from the fence provisions. Ms. Maxwell confirmed that the proposed revisions would clarify that natural plantings and hedges are not considered fences and therefore would not be subject to the fence height standards.

Ms. Repholz stated that, while removing vegetation and hedges from the fence provisions would provide clarity, the amendment does not fully address the broader issue of how the city intends to regulate vegetation used as screening. Ms. Repholz also noted that there are circumstances in which trees or landscaping are appropriate, but that intentionally planting vegetation to create a continuous barrier presents a different issue. She stated that the City should consider whether additional regulations are needed addressing hedges, vegetation, and natural screening throughout the City, not only lakefront properties.

Ms. Mason stated agreement with this concern and indicated that removing vegetation from the fence definition may resolve one issue but would not fully address how the city should regulate hedges and vegetation.

Ms. Maxwell stated that additional regulations could be researched and brought back to the Commission for future consideration. Staff discussed potential standards relating to vegetation, height, screening,

visibility, aesthetics, and safety.

Mr. Pardys reiterated that the clear sight triangle provisions of the UDO specifically regulate planting and would continue to apply regardless of whether vegetation is included in the fence definition.

Ms. Repholz asked whether the additional regulations concerning hedges and vegetation could be considered as part of the current amendment.

Ms. Maxwell explained that they were unable to draft and adopt that as part of the current hearing without further research and consideration. She stated that the Commission could, however, recommend approval of the current amendments with a recommendation that staff investigate additional regulations for vegetation and hedges.

Ms. Repholz made a motion to approve Petition 2026-137, UDO Text Amendments, with the vegetation/fence language addressed as discussed with the addition of a comma in 10-200A after phrase natural screening, and with a recommendation that staff further investigate appropriate regulations addressing hedges, vegetation, and natural screening.
Ms. Mason seconded the motion. On roll call, Members Mason, Repholz, Camacho, Parikh and Gronow voted yes. The motion passed unanimously 5-0.

CRYSTAL LAKE PLANNING AND ZONING COMMISSION
WEDNESDAY, AUGUST 19, 2026
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS

2026-137 – UDO TEXT AMENDMENTS
Text Amendment to the Unified Development Ordinance.

Staff introduced proposed amendments to the Unified Development Ordinance stating that the revisions and additions are recommended based on recent discussions with the Planning and Zoning Commission, City Council and City Staff's observances of common sections that need attention.

Spa Uses in the O Office District: The proposed amendment would allow spa uses within the O Office zoning district. Staff noted that similar personal service uses, including barber shops, beauty salons, and tanning salons, are already permitted within the district.

Native Plantings: The proposed amendment would revise the design guidelines to require that at least 50 percent of new plantings consist of native species.

Seat Walls: The proposed amendment would permit seat walls when appropriate separation requirements are maintained. A seat wall may not exceed 18 inches in height or five feet in length and must be located at least five feet from any other wall.

Mr. Gronow asked whether the seat wall regulations would apply only to residential properties and referenced the seat wall at The Freeze. Staff clarified that the provision applies to residential, including those fronting Crystal Lake.

Vegetation and Fence Regulations: The proposed amendment would remove vegetation from the definition of a fence. Hedges would also be removed from the list of accessory structures and the corresponding location restrictions. Sightline requirements would continue to apply.

Automatic Continuation of Public Hearings: The proposed amendment would establish the automatic continuation of a public hearing to the next scheduled meeting when a quorum is not present. The amendment is intended to provide greater clarity regarding the next steps for applicants and the public when a meeting cannot proceed due to lack of a quorum.

Art Murals: Staff reviewed proposed amendments to the regulations for art murals. The amendments would generally discourage murals from being located on a front façade or primary entrance façade, with side and rear façades considered more appropriate locations. Amendments would also clarify height measurements associated with pitched, mansard, and faux mansard roofs. Additional changes would establish a framework for a potential City Art Mural Program. The program could include City funding, involvement from the Public Arts Commission and City Council, and additional technical procedures for public art murals seeking City funding.

Mr. Parikh asked where staff envisioned murals being located within the city. Staff stated that murals would not be intended for residential neighborhoods or historic buildings. Downtown and other commercial areas are likely the best opportunities for murals and public art.

Mr. Parikh requested clarification regarding the proposed façade restrictions and asked who would be responsible for maintaining murals. Staff stated that maintenance would be the responsibility of the property owner

Mr. Gronow opened the public hearing for public comment.

Ronald R. Orist, 927 North Shore Dr, identified himself as a certified arborist and tree worker and expressed concern regarding the proposed hedge vegetation amendment. He described an ongoing issue involving plantings on an adjacent lakefront property that he believed functions as a screening or "spite" fence and could affect property value and lakefront safety. He submitted materials to the Commission and requested that the hedge-related amendment be further considered before approval.

Mr. Gronow asked if this issue has been resolved. Mr. Orist stated it has not.

Carolyn Schofield, 1580 W. Crandon Ct, cautioned that restrictions on front façade murals could affect installations such as the barn-quilt artwork located at one of the Park District buildings. Regarding vegetation, she expressed concern with removing hedges from the applicable UDO language, noting that tall vegetative screening along front or street-abutting yards could create a wall or "tunneling" effect similar to a solid fence. Ms. Schofield distinguished this type of screening from general landscaping, such as trees and shrubs, and noted that sightline concerns had also been considered. Ms. Schofield emphasized that the existing UDO language was developed intentionally and had undergone discussion and public input when originally adopted. She suggested that the underlying concern may be less about the wording of the UDO itself and more about ensuring that the UDO provisions are interpreted and applied consistently throughout the community.

David Hollander, 921 North Shore Dr, thanked staff for notifying him of the meeting and stated that he has been dealing with issues relevant to the proposed vegetation amendment for an extended period. At the Commission's request, Mr. Hollander provided background regarding his property, explaining that he previously appeared before the Commission approximately three years ago as part of the variance process to construct a new house on Crystal Lake. He discussed challenges associated with smaller, non-conforming lakefront lots, including privacy and trespassing concerns. Mr. Hollander stated that he is a landscape architect and that his daughter is an arborist and indicated that they have attempted to address the situation properly.

Following the public comments, the Commission discussed whether to proceed with the remaining proposed UDO amendments while continuing the portion concerning the removal of vegetation from the definition of a fence. The Commission discussed whether it would be preferable to vote separately on the vegetation provision or continue the entire petitions. Mr. Moore recommended keeping the amendments together rather than separating one provision for later consideration. Mr. Moore noted that there was no urgency requiring the remaining amendments to move forward before the vegetation issue could be further reviewed and that continuing the entire matter would provide additional time to consider the information presented.

Ms. Mason made a motion to continue Petition 2026-137, UDO Text Amendments in its entirety to the September 2, 2026 Planning and Zoning Commission meeting. Mr. Parikh seconded. On roll call, Members Gronow, Mason, Repholz, Camacho, Parikh and Dzielski voted yes. The motion passed unanimously 6-0.

#2026-137
UDO Text Amendment – Various
Project Review for Planning and Zoning Commission

Meeting Date: August 19, 2026

Request: Amend the Unified Development Ordinance Article 2, 4, 9 and 10.

Staff Contact: Elizabeth Maxwell, City Planner
Darrell Moore, Assistant City Planner

Background:

- The Unified Development Ordinance was adopted in 2009. It is a living document that has been amended throughout the years.
- The following proposed amendments to the UDO reflect changes for best practices, new trends and to better improve the clarity of the UDO.

Recommendation:

The following revisions and additions are recommended based on recent discussions with the Planning and Zoning Commission, City Council and city staff's observances of common sections that need attention

Summary of the Changes

- Allow Spa uses in the Office zoning district. These are similar to salons and massage establishments that are allowed in the Office zoning district.
- Specify native species to account for half of the landscaping for a property. This is to promote native plantings and meet a goal of the City to be more sustainable.
- Seat walls taller than 18 inches are required to have a break. The clarification defines what the break would be (five feet).
- Remove vegetation from the definition of a fence.
- Add the automatic continuation of a public hearing when there is a lack of quorum.
- Clarifying the regulations for Art Murals and establishing a grant program.

.

ARTICLE 2 – Add Spa as a permitted use to the Office zoning district. Similar uses are permitted in the office zoning district such as barber shops, beauty salons, nail salons and tanning salons. Massage establishments are permitted by a limited use permit.

ARTICLE 2-300

P = Permitted Use L = Limited Use Permit S = Special Use Permit

		F	E	RE	R-1	R-2	R-3A	R-3B	R-O	O	B-1	B-2	B-4	M-L	M	W	Use Criteria
Personal and Laundry Services	Spa									**P**	P	P	P				

LANDSCAPE DESIGN GUIDELINES – An addition to define native species to encourage more sustainable landscape designs. The proposed language requires 50% of new planting be native species. Article 4-400D.1.h shall be added as follows:

D. Design Guidelines.
1. General landscape design principles
h. Native species shall be selected in appropriate locations across the site.
i. At least 50% of trees selected shall be native species such as White Oak, Bur Oak, Northern Red Oak, Shagbark Hickory, Sugar Maple, Eastern Redbud, Serviceberry, American Hornbeam, Eastern White Pine, Eastern Redcedar, Northern White Cedar or other species approved by city staff.
ii. At least 50% of the shrubs selected shall be native species such as Dogwood, Chokeberry, Ninebark, Viburnum, Hydrangea, Spicebush or other species approved by city staff.

ACCESSORY STRUCTURES – Clarify that seat walls must have a five-foot break around a patio area. The patio cannot be completely surrounded. In addition, the UDO is conflicting on if landscaping is considered a fence or accessory structure. Based on a review of other communities and past requirements of the City, it is recommended to clarify that landscaping and hedges are not a fence or accessory structure. Article 4-600C, Article 4-600E and 10-200A are to be amended as follows:

C. Permitted accessory structures.
1. All Residential uses: Permitted accessory structures for residential uses include, but are not limited to: detached garages; decks; gazebos; private greenhouses; garden houses; sheds or buildings for domestic storage; children's play houses; play equipment (including, but not limited to, swing set, trampoline, basketball hoop, treehouses, etc.); fences **and** walls, ~~hedges~~ (in compliance with Section 4-700, Fences, walls and screening); flagpoles; swimming pools; antenna or satellite dish (smaller than 39 inches in diameter); signs (in compliance with Section 4-1000, Signs); mailboxes; off-street parking areas for multifamily developments; waste disposal containers for multifamily

developments (screened from public view, in compliance with Section 4-700, Fences, walls and screening); public utility equipment and any supporting structures; and other structures meeting the definition of an accessory use or structure. Additionally, structures used for water-related activities, including boat docks, boathouses, sea walls and similar structures, are permitted accessory structures for properties that front on Crystal Lake.
2. Nonresidential uses: Permitted accessory structures for nonresidential uses include but are not limited to: detached garages; off-street parking and loading facilities; storage buildings for merchandise, stock or records as part of a principal use; process, production, or maintenance facilities; guardhouses for industrial uses; rail spur lines or rail loading docks for industrial uses; signs (in compliance with Section 4-1000, Signs); waste disposal containers (screened from public view, in compliance with Section 4-700, Fences, walls and screening); fences **and** walls, ~~hedges~~ (in compliance with Section 4-700, Fences, walls and screening); public utility equipment and any supporting structures; and other uses and structures meeting the definition of an accessory use or structure.

ARTICLE 4-600 Accessory structures and uses.

E. Location of detached accessory structures.

1.b. Fences~~,~~ **and** walls~~, and hedges~~ provided they meet the requirements of Section 4-700, Fences, walls and screening.

2.a. (ii) B. Detached flatwork, such as patios and decks not more than 12 inches above the ground (Any seat walls around the patio or deck can be no taller than 18 inches in height. A continuous wall around the patio or deck is not considered a seat wall. **There must be a five-foot break every five feet.)**

2.a.(iii) C. Fences~~,~~ **and** walls~~, and hedges~~, provided they meet the requirements of Section 4-700 Fences, Walls, and Screening.

2.b.(ii) E. Fences~~,~~ **and** walls~~, and hedges~~ (in compliance with Section 4-700, Fences, walls and screening).

ARTICLE 10 Definitions

10-200 A General Definitions

Fences, Walls and Screening, Fence – Any barrier structure, not part of a building or natural screening, which is used as a boundary or as a means of protection, confinement, or screening. A fence may include manufactured materials such as, but not limited to ~~vegetation or~~ wire mesh, chain link, wood, masonry, **vinyl,** or stone.

ART MURALS – There was a recent addition to the UDO to allow for art murals that are not signage to go through an approval process and distinguish murals separately from wall signage. This proposal was a result of the City Council's direction to distinguish murals and signs separately. Following the adoption, city staff noted that the language should be amended to allow for a grant program and to clarify limitations on front facades. Murals going through the grant program would be subject to additional review standards. Section 2-400C. 81. Art Murals would be amended as follows:

81. Art Murals. Art Murals**, which are separate and distinct from Signs,** must comply with the following standards, ~~which are separate and distinct from Signs~~.

b. *Application Process.*

i. No art mural installation may commence without first obtaining approval as provided in this Subsection **C.81**. **Applications that do not meet all of the general standards must be reviewed as a special use. Applications which are also seeking City Art Mural (CAM) program funds will be required to meet additional standards as described in the CAM program.** Art mural applications shall be submitted to the Community Development Department. Upon determining that the application submittal is complete, and that any proposed structural elements comply with the City's building code, the application submittal shall be distributed to the Public Arts Commission, and a public meeting shall be scheduled before the Public Arts Commission to consider the application.

c. *Recommendations.* Within 45 days of conducting the public meeting, excluding any continuances requested by the applicant, the Public Arts Commission shall **prepare** ~~forward~~ its report and recommendation as to whether the submittal by the applicant complies with **all of** the standards set forth in this Subsection **C.81**. **If the recommendation of the Public Arts Commission is that the submittal by the applicant complies with all such standards, the report and recommendation shall be forwarded to the City Council. If the recommendation of the Public Arts Commission is that the submittal by the applicant does not comply with all standards, the report and recommendation shall be forwarded to the Planning and Zoning Commission to conduct a public hearing for a Special Use Permit. If CAM funds are being requested, the Commission shall also provide a recommendation for the petitioner's compliance with CAM guidelines.** Failure of the Public Arts Commission to forward its report within such time as provided in this paragraph shall be deemed a negative recommendation by the Public Arts Commission.

d. *Action by City Council*. Following receipt of the report and recommendation of the Public Arts Commission **for a Limited Use Permit, or in the case of a recommendation regarding a Special Use Permit from the Planning and Zoning Commission**, the City Council **will** ~~may~~ determine ~~whether the general standards of this Subsection **C.81** have been met.~~ if all applicable standards have been met and vote to approve or deny the application ~~If it determines that such standards have been met, it may vote to approve the application and a limited use permit for the art mural shall be issued. If the City Council determines that such standards have not been met it may~~

~~either vote to deny the application or request the applicant revise the application submittal and reappear before the Council.~~ **If the City Council determines that such standards have not been met it may either vote to deny the application or request the applicant revise the application submittal and reappear before the Council.** When a motion to recommend denial of an application for an Art Mural is approved by 2/3 of all Public Arts Commission Members then holding office, or such motion to recommend denial is approved unanimously by all members present, such application shall not be approved by the Mayor and City Council except by a favorable vote of 2/3 of all of the Corporate authorities then holding office.

e. *Application Submittal.* The following information shall be submitted as part of a permit application:
   (i) A completed Art Mural application form (provided by the Community Development Department).
   (ii) A completed CAM funds application, if applicable.
   (iii)~~(ii)~~ Photos or renderings of the structure upon which the Art Mural will be placed, including each perspective from which the Art Mural will be visible by the public, showing a rendering or outline of the Art Mural.
   (iv)~~ (iii)~~ A rendering of the Art Mural—in final design or in concept—with an artist's statement on the work and its title, if applicable.
   (v)~~ (iv)~~ A description of the Art Mural, including its dimensions, medium (painted, mosaic, etc.), anticipated lifespan, and a maintenance schedule. Also include a description of the building or structure upon which it will be located, noting its material, construction, and its suitability to hold the Art Mural.
   (vi)~~ (v)~~ Written approval to by the owner allowing the applicant to place the Art Mural upon the building or structure.
   (vii)~~ (vi)~~ With respect to Art Murals placed upon public property, a written release signed by the Art Mural's artist, stating that they retain no intellectual property interests in the Art Mural, waiving any rights they may have over the Art Mural, and attesting that the Art Mural may be removed or destroyed without their permission.

f. *General standards.* No Art Mural may be installed in the City except in accordance with the provisions of this Section, including the following general standards:
   (i) No Art Mural may be installed within (i) any residential zoning district, or (ii) on multi-family buildings with fewer than five residential dwellings that are located in any zoning district; provided, however, that Art Murals may be installed in any Zoning District on privately-owned railroad underpasses or on buildings or structures owned by a governmental body and used for government purposes.
   (ii) No Art Mural may be installed on a designated Historic Landmark property without obtaining a Certificate of Appropriateness.
   (iii) No Art Mural may be installed on the front façade of a building or a facade on which the primary entrance is located.

(iv)~~(iii)~~ Projection. No portion of an Art Mural, including any supporting frames, mounting hardware, or protective coatings, shall project more than six (6) inches from the vertical plane of the exterior wall surface upon which it is installed.

(v)~~ (iv)~~ Vertical Limitation (Height). An Art Mural shall be contained entirely within the vertical limits of the wall. No part of an Art Mural shall extend above the roofline of the structure on which it is placed, defined as: 1) The top of the parapet or coping on a flat-roofed building; or 2) The eave line (where the roof meets the wall) on a building **with a pitched roof, mansard roof, or faux mansard roof.**

(vi)~~ (v)~~ Horizontal Limitation (Width). An Art Mural shall be contained entirely within the horizontal limits of the wall on which it is installed. An Art Mural shall not extend beyond the vertical edges (lateral termini) of the specific wall segment upon which it is installed

(vii)~~ (vi)~~ No Art Mural may be installed in a manner that would result in a property becoming out of compliance with the provisions of this Ordinance.

(viii)~~ (vii)~~ No Art Mural may, through the use of moving structural elements, flashing or sequential lights, lighting elements, or other automated method, contain movement, the appearance of movement, or change of mural image or message.

(ix)~~ (viii)~~ All Art Murals must be installed and maintained in compliance with all applicable regulations of the City Code, including the provisions of the City's building code, as determined applicable by the Director of Community Development to ensure structural safety.

(x)~~ (ix)~~ Content restrictions.

(1) No Art Mural shall be permitted which, taken as a whole, predominantly appeals to the prurient interest in sex, which~~,~~ portrays sexual conduct in a patently offensive way, and which, taken as a whole, lacks serious literary or artistic political or scientific value.

(2) No Art Mural shall be permitted that serves the purpose of being a Sign, as defined in this Ordinance.

(xi) For Art Mural projects seeking City Art Mural (CAM) funds, additional content standards apply, as specified in the guidelines for the CAM fund program.

CONTINUATION DUE TO LACK OF QUORUM – Recently there was a lack of quorum at the Planning and Zoning Commission meeting. Legal Counsel recommended adding language to the UDO to continue items. Article 9-100C.10 shall be added as follows:

C. 10. Continuation for Lack of Quorum: If a public hearing has been duly noticed and fewer than a quorum of members are present at the time set for the hearing, no business shall be

conducted and no official action shall be taken. In such event, the public hearing shall, by operation of this Article, automatically be continued to the next regular meeting of the Planning and Zoning Commission. The Chairperson, or in the Chairperson's absence, the senior most member of the Planning and Zoning Commission present shall publicly announce the continuation for the convenience of those present. Such announcement shall be ministerial only and shall not constitute official action by the Planning and Zoning Commission.

921 North Shore Owner Submitted Documents

Outlook

FW: September 2nd, Planning & Zoning meeting / City of Crystal Lake

From Elizabeth Maxwell AICP <emaxwell@crystallake.org>
Date Fri 10/2/2026 8:03 AM
To Kathryn Cowlin AICP <kcowlin@crystallake.org>

2 attachments (2 MB)
CLPD Reports.pdf; UDO Text Amendment - VEGETATION.pdf;

FYI for Council

From: David Hollander [redacted]
Sent: Thursday, October 1, 2026 4:44 PM
To: Elizabeth Maxwell AICP <emaxwell@crystallake.org>
Subject: Re: September 2nd, Planning & Zoning meeting / City of Crystal Lake

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

Liz,

Thank you again for the notice on this. In the packet I would like for you to include the 2 attachments and our following email correspondence if you feel it would be beneficial for the City Council Meeting on October 20th. I am also open to meeting or talking with any of the Council Members about this.

Please let me know if you have any questions/comments.

David Hollander
[redacted]

From: David Hollander [redacted]
Sent: Friday, August 21, 2026 10:19 AM
To: Elizabeth Maxwell AICP <emaxwell@crystallake.org>
Cc: Kathryn Cowlin AICP <kcowlin@crystallake.org>
Subject: Re: trees along property line

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

Liz,

Thank you again for the heads up on Wednesday's Meeting.

After thinking about this for a few days, I believe the Commissioners were not prepared to take action on the UDO Text Amendment because they did not understand what the Planning Staff was trying to accomplish and my neighbor clearly misrepresented our situation. The Commissioners were unaware of all the surrounding community ordinances that clarify this landscaping requirement and also how this landscaping buffer already exists in more than 50% of the Crystal Lake

Community. I could be wrong on this, but I do not believe that the City of Crystal Lake wants to be involved in regulating what a residence plants in their yard as long as the plant material is non-invasive and does not impact vehicular safety, etc.

As the Building Department Inspectors, Police, and you know, our situation does not really have to deal with the landscaping that we installed and their incorrect statements that we are blocking views of the lake. If that was the case and he was concerned about lake views wouldn't he also be concerned about the following:

- Their west property line where he planted landscaping and his view is fully blocked?
- Their view and our view of the lake that is obstructed by their planting of multiple Oak Trees between their home and the lake?
- Their view and our view of the lake that is obstructed by them not pruning up their existing Oak Trees?

The landscaping buffer that we installed has provided us the necessary deterrent and separation from the following that occurred prior to it being there.

- Verbal abuse
- Peeping tom
- Trespassing
- Theft
- Property damage

I am sure many Crystal Lake residents have planted this type of landscape buffer for the same reasons and to create separation/privacy.

If you believe it would be helpful for me to meet with you and some of the Commissioners prior to the September 2nd Meeting to provide more details please let me know.

Thank you and have a good weekend.

David Hollander

On Monday, September 28, 2026 at 02:29:05 PM CDT, Elizabeth Maxwell AICP <emaxwell@crystallake.org> wrote:

FYI

Subject: Re: September 2nd, Planning & Zoning meeting / City of Crystal Lake

Good afternoon,

In planning out the City Council agendas it was determined that the UDO text amendments were going to be split up. The portion discussing landscaping and fencing will be on the October 20 City Council agenda. Please send in any information that you would want included in the packet by the end of this week.

Please let us know if you have any other questions.

Thank you,
Katie

Kathryn Cowlin AICP | Director | Community Development
City Of Crystal Lake | 100 W. Woodstock St. | Crystal Lake, IL 60014

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

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

UDO TEXT AMENDMENT - VEGETATION

Planning and Zoning Commission

September 2, 2026

UDO TEXT AMENDMENT

- UDO Text Amendment is to remove the word vegetation from the definition of a fence.
    - At the previous meeting one of the concerns was that this would allow for landscape screening in the front/streetscape yard which could impact traffic safety, sight lines for safety and be visually unappealing. That is not the case.
    - If fences are typically not allowed in front/streetscape yards then landscape screening/hedges would also not be allowed.
- Amendment is based on a review of other communities and past requirements of the City for consistency.
- It is my understanding, from City Staff that the intent was for private yards and side yards to be treated differently to allow for separation and privacy.

NORTH SHORE DRIVE – EXISTING EXAMPLES





NORTH SHORE DRIVE – EXISTING EXAMPLES





NORTH SHORE DRIVE – EXISTING EXAMPLES





NORTH SHORE DRIVE – EXISTING EXAMPLES





NORTH SHORE DRIVE – EXISTING EXAMPLES



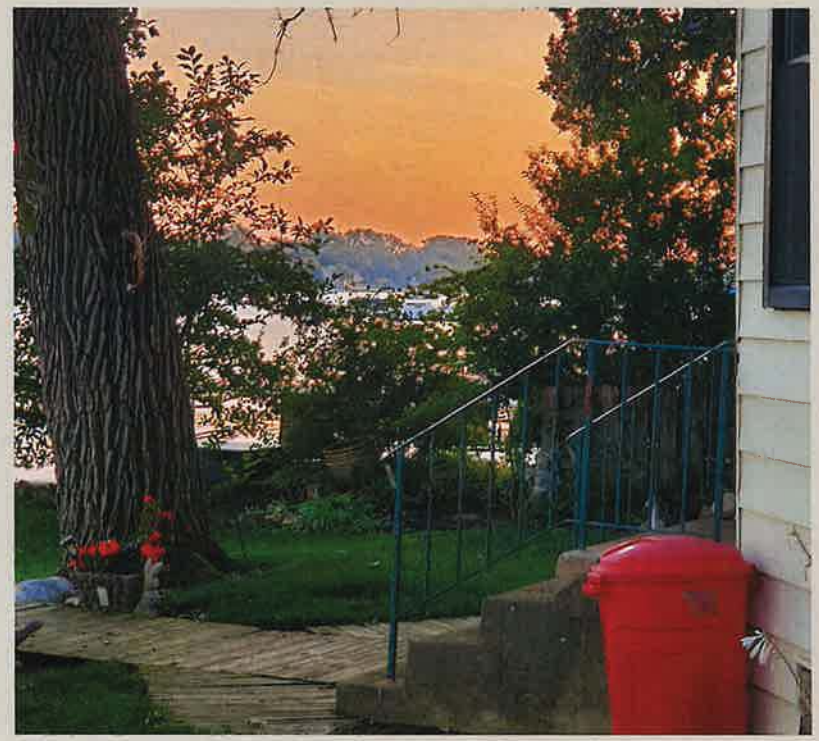


921/927 NORTH SHORE DRIVE





927 NORTH SHORE DRIVE WEST VIEW





927 North Shore Owner Submitted Documents

Mayor and Members of the Crystal Lake City Council

City of Crystal Lake, Illinois

Re: Proposed UDO Amendment - Vegetation Used as Fencing or Screening

Dear Mayor Haleblian and Members of the City Council:

We are Ronald and Doreen Orist, property owners in Crystal Lake, writing regarding the proposed changes to the City's Unified Development Ordinance concerning vegetation, screening, and fences.

Although this matter began with the installation of vegetation on the property adjoining our home, we believe the issue now before the City Council is much broader. The decision the City makes will establish standards that can affect residential properties and neighborhoods throughout Crystal Lake.

At 921 North Shore Drive, 16 Emerald Green arborvitae were planted approximately two feet apart immediately alongside an existing three-foot fence. The trees were installed in a continuous row along the property line and, as they grow together, create a dense visual barrier.

The adjoining homeowner identified himself during the public proceedings as a landscape architect and explained that the vegetation was intentionally planted to screen the view of our property.

When vegetation is intentionally planted and maintained as a continuous property-line barrier, at what point does that vegetation function as a fence?

City's Initial Enforcement

On May 12, 2026, the City inspected the installation and determined that it violated the existing requirements.

The City's violation notice stated:

> **"Tree screening has to meet fence height requirements. Please remove."**

A compliance deadline of May 29, 2026 was established.

That determination was significant because it recognized the function of the vegetation as screening, rather than simply treating each plant as an individual tree.

City's Subsequent Reversal

On June 24, 2026, we were informed that the City's position had changed and that:

> **"Greenery is not a fence. Not in violation at this time."**

We respectfully believe that this reversal demonstrates why clear language in the UDO is necessary.

If a fence is restricted to a particular height, but vegetation planted immediately adjacent to that fence can grow substantially higher while serving the same screening purpose, the practical protection created by the fence-height regulation can be eliminated.

The question should not simply be whether the barrier is constructed from wood, metal, vinyl, or living vegetation.

The question should also be what the installation is designed and maintained to do.

Professional Arboricultural Perspective

Our concerns are not based upon opposition to trees or landscaping.

Ronald Orist is a retired Certified Arborist and Certified Tree Worker. His professional background gives him substantial experience with trees, tree installation, growth characteristics, pruning, screening, and the practical effects of vegetation over time.

Doreen Orist has more than four decades of professional experience in arboriculture, urban and community forestry, industry education, association management, grant development, and public outreach. Her experience includes executive leadership with Urban Environmental Enterprises, Inc. and Agape Horticulture Services, Inc., as well as service as Urban & Community Forestry Program

Coordinator for the Arizona State Land Department. Her work has included arboriculture education, municipal tree-care programs, public awareness initiatives, professional conferences, and the development and management of major public- and private-sector grants supporting tree care, safety, reforestation, and environmental programs. She has also received numerous professional honors from the International Society of Arboriculture, including Honorary Life Membership.

Together, our professional backgrounds provide us with decades of practical experience in arboriculture, tree care, urban forestry, and responsible landscape management. Our concerns regarding the vegetation installed along the shared property line are therefore based not only upon the effect it has had on our property and surrounding views, but also upon our professional understanding of how closely spaced evergreen vegetation develops over time and functions as a permanent visual screening barrier.

We have also provided the City with professional arborist reports addressing the installation and the implications of using closely spaced vegetation as a structural screening barrier.

Healthy trees and appropriate landscaping are valuable community assets. At the same time, landscaping can be intentionally designed to function as a wall or fence. A well-written ordinance should be capable of recognizing that distinction.

Impact on Crystal Lake

Our home has been part of the Crystal Lake lakefront since 1894. The openness and visual character of the lakefront are part of what makes this community distinctive.

This issue, however, should not be decided solely on the circumstances surrounding our property.

The ordinance the Council adopts will apply throughout Crystal Lake.

Future property owners may rely upon the language adopted today when planting tall, continuous vegetation barriers along side and rear property lines.

For that reason, we respectfully ask the Council to consider not merely whether residents should be permitted to plant trees - they certainly should - but whether vegetation intentionally installed and maintained as a fence, wall, hedge, or continuous screening barrier should be subject to reasonable standards.

We Respectfully Ask the City Council to Consider

- vegetation intentionally installed or maintained as a continuous property-line screen or barrier;
- the relationship between vegetation and an existing fence;
- reasonable height and setback requirements;
- sightlines and visibility;
- effects upon adjoining properties;
- lakefront and neighborhood character;
- appropriate maintenance as vegetation matures; and
- consistent enforcement so residents and City staff understand the rules before disputes occur.

We also respectfully ask the Council to carefully consider the City's May 12 determination before adopting language that could make similar installations permissible in the future.

The original determination recognized an important principle: screening vegetation can perform the same practical function as a fence.

A Community-Wide Decision

We recognize that reasonable people may have different views about privacy, landscaping, and property rights. That is precisely why we believe the standards should be discussed openly and written clearly.

This should not become a dispute between two neighboring property owners.

It is a public-policy decision about what standards best serve the entire City of Crystal Lake.

If the UDO changes, it becomes an "us" issue - not simply a "me" issue.

We respectfully ask the Mayor and City Council to preserve reasonable protections for neighboring property owners while allowing appropriate landscaping and ordinary residential plantings.

We also invite you to visit our property before making your final decision so that you can personally observe the installation, the relationship between the existing three-foot fence and the vegetation, and the effect of the continuous screening from the property and surrounding area.

We are available at any time that works for your schedule. We appreciate you taking the time to view the conditions firsthand.

Thank you for your service to Crystal Lake and for carefully considering the long-term implications of this proposed UDO amendment.

Our goal is a clear, fair, and enforceable ordinance that protects property rights on both sides of a property line and preserves the character of the community we all share.

Crystal Lake - "A Good Place to Live."

Respectfully,
Ronald and Doreen Orist
Crystal Lake, Illinois
[redacted]

CITY OF CRYSTAL LAKE

"A Good Place to Live"

Invitation for an On-Site Review

Trees, Vegetation, Screening & Applicable City Provisions

October 8, 2026

To: Mayor Haig Haleblian
City Council Members Ellen Brady, Brett Hopkins, Cameron Hubbard, Ian Philpot, Denise Smith, and Natasha Teetsov
City Manager Eric Helm and Deputy City Manager Nick Hammonds
Planning and Zoning Commission Chair Jeff Greenman, Vice-Chair Bill Gronow, and Commissioners Jennifer Camacho, Stacy Mason, Sumish Parikh, Kathy Repholz, and Laura Dzielski
Community Development staff Kathryn Cowlin, Elizabeth Maxwell, and Victoria Wojcik

Dear Mayor Haleblian, Members of the City Council, City Manager and Deputy City Manager, Planning and Zoning Commissioners, and Community Development Staff:

We respectfully invite you to visit our property at 927 North Shore Drive, Crystal Lake, Illinois, for an on-site review of the trees and vegetation installed at the neighboring property, 921 North Shore Drive, and to discuss our concerns regarding the use of trees and vegetation as screening along the property line.

Our purpose in extending this invitation is to provide City leadership, elected officials, Planning and Zoning Commissioners, and appropriate City staff with an opportunity to see the conditions firsthand and to consider them in conjunction with the applicable Unified Development Ordinance provisions, City records, meeting materials, professional information, photographs, and other supporting documentation.

We believe an on-site visit will provide important context that photographs and written documents alone cannot fully convey. It will allow those reviewing this matter to observe the location, placement, scale, and screening effect of the vegetation from our property and to better understand the concerns that have led us to request the City's review.

Our intention is to encourage a constructive, fact-based, and respectful review of the circumstances and of the City's applicable ordinances and review history.

We are not asking anyone to reach a conclusion in advance of reviewing the property and the supporting information. Rather, we respectfully ask that the City consider the circumstances on the ground together with the applicable ordinance provisions and relevant City records.

We would greatly appreciate the opportunity to meet with you at our property and to walk through the area so that the conditions can be viewed firsthand. **Please contact us by phone when you are able to visit.** We are available any time that works for your schedule. We appreciate you.

Thank you for your time, your consideration of the information we are providing, and your service to the Crystal Lake community. We sincerely appreciate your willingness to review our concerns.

Respectfully,

Ronald and Doreen Orist

927 North Shore Drive

Crystal Lake, Illinois

[redacted]

[redacted]

Mayor and Members of the Crystal Lake City Council

City of Crystal Lake, Illinois

Re: Proposed UDO Amendment - Vegetation Used as Fencing or Screening

Dear Mayor Haleblian and Members of the City Council:

We are Ronald and Doreen Orist, property owners in Crystal Lake, writing regarding the proposed changes to the City's Unified Development Ordinance concerning vegetation, screening, and fences.

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For that reason, we respectfully ask the Council to consider not merely whether residents should be permitted to plant trees - they certainly should - but whether vegetation intentionally installed and maintained as a fence, wall, hedge, or continuous screening barrier should be subject to reasonable standards.

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Crystal Lake - "A Good Place to Live."

Respectfully,
Ronald and Doreen Orist
Crystal Lake, Illinois
[redacted]

McHenry County Area Research

Vegetation Used as a Fence or Screening Barrier

Prepared for review of potential Crystal Lake UDO policy approaches

Research focus. This summary identifies McHenry County-area communities whose ordinances recognize that densely planted hedges, shrubs, trees, or other vegetation can function as a fence, screening barrier, or view-obstructing feature. The strongest examples are Lakewood, Marengo, and McHenry.

Important distinction. The ordinances reviewed do not generally prohibit all vegetative fences. Instead, several communities regulate vegetation based on its function - for example, by defining a dense hedge as a fence or applying fence, height, location, screening, or visibility standards to it.

Comparison at a Glance

Community	Ordinance approach	Why it matters
Village of Lakewood	A hedge or series of shrubs densely planted to create a barrier with fence-like characteristics is deemed a fence.	Very strong local comparison, particularly because Lakewood is adjacent to Crystal Lake and includes lakefront properties.
City of Marengo	A dense hedge or series of shrubs creating a fence-like barrier is deemed a fence. Fences, walls, and hedges are then subject to common standards.	Clear model language for regulating a living barrier according to its function.
City of McHenry	Defines a hedge to include trees, shrubs, or other natural vegetation planted closely or clustered so that the surface area obstructs the view; the code cross-references hedges to fences.	Especially relevant to rows of arborvitae because the definition expressly includes trees.
City of Woodstock	Regulates fences, walls, hedges, plantings, and other objects together in visibility-related provisions.	Supports the broader principle that vegetation can be regulated when it creates an obstruction.
McHenry County (unincorporated)	Recognizes screening as visual shielding or obscuring through fences, walls, berms, or densely planted vegetation.	Shows county-level recognition that dense vegetation can serve as an intentional screening barrier.

1. Village of Lakewood

Key provision. Lakewood's current fence guidance states that a hedge or series of shrubs densely planted in a manner that creates a barrier sharing characteristics of a fence is deemed to constitute a fence.

Lakefront significance. The same guidance states that rear-yard fences on lots adjacent to a body of water that run parallel or substantially parallel to the shoreline are prohibited. Because dense hedge barriers may be deemed fences, Lakewood provides a particularly useful comparison for lakefront regulation.

Source: Village of Lakewood, Fence Permit Requirements (current guidance) and Chapter 21 landscaping provisions.

2. City of Marengo

Key provision. Marengo's zoning code states that a hedge or series of shrubs densely planted so as to create a barrier sharing similar characteristics of a fence is deemed to constitute a fence.

Related regulation. Marengo separately regulates 'Fences, Shrubs, Hedges and Decorative Structures.' Its provisions apply common height and location rules to fences, walls, and hedges. The code also contains a separate Trees and Landscaping chapter addressing landscaping and screening.

Source: City of Marengo Code of Ordinances, Zoning Code and Chapter 153, Trees and Landscaping.

3. City of McHenry

Key definition. McHenry defines a hedge as planted vegetation, including trees, shrubs, or other natural vegetation, that is planted in close proximity or clustered together and has a surface area that obstructs the view.

Fence relationship. Its zoning provisions cross-reference 'Hedges (see Fences)' and treat fence height as including a fence, hedge, or wall. McHenry also regulates hedges and opaque landscaping in vision-clearance areas.

Why this is useful. This is one of the strongest examples for an arborvitae row because the definition expressly includes trees and focuses on whether the planted vegetation obstructs the view.

4. City of Woodstock

Woodstock provides supporting language by regulating a fence, wall, hedge, planting, or other object where it can obstruct required visibility. This is not as direct as Lakewood or Marengo, but it supports the policy principle that living vegetation need not be exempt merely because it is landscaping.

5. McHenry County - Unincorporated Areas

McHenry County's zoning framework recognizes screening as visual shielding or obscuring of property through features that can include fences, walls, berms, or densely planted vegetation. The County therefore recognizes dense vegetation as a functional screening mechanism, although this does not amount to a general prohibition on vegetative fences.

Comparison with Crystal Lake

Crystal Lake's UDO already places 'fences, walls, hedges' together in provisions referring to Section 4-700, Fences, Walls and Screening. Section 4-700 also identifies purposes that include enjoyment of property and protection of property appearance and aesthetics.

The potential policy gap is that Crystal Lake's language is less explicit about the point at which an intentionally planted, dense line of trees or shrubs becomes the functional equivalent of a fence. Lakewood and Marengo address that issue directly; McHenry adds the useful concept that a hedge can consist of trees when they are planted closely enough to obstruct a view.

Suggested Policy Finding for City Review

> *Neighboring McHenry County municipalities already recognize that vegetation can function as a fence. Lakewood and Marengo expressly treat densely planted hedges or shrubs that create a barrier as fences, while McHenry defines a hedge to include trees and other vegetation planted closely enough to obstruct views. These ordinances demonstrate an established local regulatory approach based on the function of vegetation as a barrier, rather than solely on whether the barrier is constructed or living.*

Sources for Verification

Village of Lakewood - Fence Permit Requirements: https://www.village.lakewood.il.us/vertical/sites/%7BA79C7536-A08B-49AC-8F3D-38ACEDC9A6CC%7D/uploads/Fence_Permit_Requirements_2025.6.24.pdf

Village of Lakewood - Chapter 21: https://www.village.lakewood.il.us/vertical/sites/%7BA79C7536-A08B-49AC-8F3D-38ACEDC9A6CC%7D/uploads/Chapter_21_Aug_2023.pdf

City of Marengo - Zoning Code: https://codelibrary.amlegal.com/codes/marengoil/latest/marengo_il/0-0-0-7296

City of Marengo - Fences, Shrubs, Hedges and Decorative Structures: https://codelibrary.amlegal.com/codes/marengoil/latest/marengo_il/0-0-0-7645

City of Marengo - Trees and Landscaping: https://codelibrary.amlegal.com/codes/marengoil/latest/marengo_il/0-0-0-5506

City of McHenry - Zoning definitions: https://www.zoneomics.com/code/mchenry-IL/chapter_3

City of Crystal Lake - UDO: https://ecode360.com/29066712

City of Crystal Lake - Section 4-700: https://ecode360.com/29067210

DOREEN L. ORIST

[redacted]

EXECUTIVE PROFILE

Executive leader with more than four decades of experience in arboriculture, urban and community forestry, association and event management, grant development, public outreach, and business operations. Proven record of advancing arboriculture through industry education, public speaking, strategic partnerships, professional conferences, and cross-sector collaboration. Experienced in strategic and financial planning, board support, public relations, program development, and large-scale grant initiatives.

CORE EXPERTISE

- Strategic & Business Development
- Financial Analysis & Reporting
- Cross-Sector Partnerships
- Meeting & Event Planning
- Content Development & Writing
- Public Speaking & Industry Education
- Grant Writing & Grant Management
- Board & Association Management
- Public Relations & Communications
- VIP & Executive-Level Service

PROFESSIONAL EXPERIENCE

URBAN ENVIRONMENTAL ENTERPRISES, INC. **1983 - Present**

Arboriculture services and consulting firm

Corporate Executive Officer

Direct strategic planning, corporate communications, operations, finances, association support, and professional meeting and event management. Clients have included the International Society of Arboriculture, Western Chapter ISA, Arizona Community Tree Council, and Arizona Clean and Beautiful.

- Lead strategic and financial planning, aligning organizational operations with mission, objectives, and long-term sustainability.
- Provide Board of Directors support, including governance coordination, continuing education, team development, agendas, logistics, speakers, committee reports, and action items.
- Maintain current knowledge of national and international arboriculture practices and translate best practices for regional and community application.
- Build partnerships in new markets and establish relationships with community, industry, and national leaders.
- Lead public-relations activities including coalition building, member communications, recruitment, database management, media relations, and publication services.
- Plan and execute annual conferences, workshops, board meetings, and customer events, including site selection, contract negotiation, logistics, vendor coordination, registration, speaker engagement, and on-site management.
- Develop event-related digital and print communications, including marketing brochures, exhibitor contracts, speaker biographies, and conference programs.

ARIZONA STATE LAND DEPARTMENT **1995 - 1998**

State agency managing approximately 9.2 million acres of State Trust lands

Urban & Community Forestry Program Coordinator

Implemented and supported the administrative, public-relations, education, and grant-management functions of the Urban & Community Forestry Program and coordinated program participation in Global Releaf.

- Wrote and secured a Federal Education grant implementing the Certified Arborist program for state and federal employees, including education, resource materials, and testing support in exchange for volunteer service.

- Spearheaded Tree City U.S.A. community education and awareness efforts, increasing active municipal participation from 7 to 33 communities.

AGAPE HORTICULTURE SERVICES, INC. - Mesa, Arizona **1983 - 2001**

Private tree-care company serving residential and commercial customers; $3M+ annual revenue and 35 employees

Corporate Executive Officer

Directed business operations and office administration, employee supervision, human resources, financial reporting, accounts payable and receivable, payroll, taxes, and CRM/database management.

- Designed strategic planning initiatives supporting expansion into new markets and relationships with community leaders.
- Championed an international internship and work-exchange program with Myerscough College in Lancashire, England.
- Developed public tree-care education focused on proper pruning standards and industry-approved practices.
- Developed regional and statewide partnerships and sponsorships to increase public awareness of the benefits of trees.

SELECTED GRANT MANAGEMENT

Developed and managed major grants, including proposal writing, regulatory compliance, program implementation, and reporting:

- $100,000 - Arizona Public Service: Electrical Hazards Awareness Program (EHAP) and Right Tree/Right Place statewide education campaign and website.
- $120,000 - Tree Care Industry Association and U.S. Forest Service: electrical-safety and chainsaw-safety classroom education.
- $175,000 - National Tree Trust: Arbor Day Foundation “Tree-tures” program for public schools.
- $800,000 - U.S. Forest Service, Stihl, and Vermeer: arboriculture public-awareness programs and municipal tree-care best-practice training.
- $1,000,000 - U.S. Forest Service, Arizona Public Service, Salt River Project, Tucson Electric Power, and University of Arizona: Trees for the Rim post-fire community reforestation and seedling-propagation initiative.
- $2.5 million - Arizona Public Service, Arizona Department of Transportation, Coca-Cola, Salt River Project, and Tucson Electric Power: environmental clean-up campaign with community training, public-land litter removal, and a telephone hotline.

AWARDS & PROFESSIONAL AFFILIATIONS

ISA Western Chapter Award of Merit
ISA Award of Commendation
ISA Award of Achievement
ISA President's Award
ISA Honorary Life Membership

Meeting Planners International
Illinois Arborists Association
Arizona Clean and Beautiful
Arizona Community Tree Council
Arizona Landscape Contractors Association
Western Chapter - ISA

Historic Tree Care
www.historictreecare.com
1515 Mountainview Ave., Durham NC 27705 US
919-906-0465
bettertreecare@gmail.com

ORIST 2706



BACKGROUND AND HISTORY

An Evergreen hedge was installed just inside the fence between two lakefront properties.

That hedge did not comply with the UDO, or principles established in 2013. A change to the UDO is being proposed that would allow tall hedges planted along property lines, walling off their neighbors' views of the water and the sky.

ASSIGNMENT

I was asked to inspect images and information related to the growth of the plants in the hedge.

OBSERVATIONS AND DISCUSSION

The current ordinance does not seem to prevent the planting of trees, unless they function as a fence. These arborvitae, *Thuja occidentalis,* are primarily marketed and used for privacy screening, to wall off views.

This species of tree can get over 40 feet tall in Northern Illinois. Some cultivars may not get that high, but there is genetic variation and mutation. Sometimes labels get mixed up. The plants in question show a strong vertical orientation, sprouting up to two feet taller in this growing season. The picture above shows not only the entire lake view blocked, but the clouds as well.

We respectfully request that this wording change be reconsidered. Traditional limitations on 100% opaque fences over 3 feet should remain. Tall evergreen hedges along property lines are not just fences. They are walls. Walls do not belong near shorelines.

TOWN *RATIONALE*, AND RESPONSE

["*...while vegetation is referenced in the definition of "Fences, walls and screening, fence", that same definitional section also appears to expressly exclude "natural screening" from the definition of a fence. This ambiguity has led to different interpretations over time.]*

There is no ambiguity or inconsistency in the current wording.
These evergreen trees were planted along the fence line, close to the property line.
They will get 4 feet wide. They are installed less than 4 feet apart, so they will create a 100% opaque screening. They vertically extend the barrier created by the fence.
Human beings bred, selected, located, and installed these plants to make a wall.
Trees in nature do not line themselves up, evenly spaced like fenceposts.
Fences are not natural. This hedge is not natural screening. It is a fence.

{10-200 A General Definitions – Fences, Walls and Screening, Fence – Any barrier structure, not part of a building or natural screening which is used as a boundary or as a means of protection, confinement, or screening.}

"natural screening" in the UDO is grouped with buildings. It clearly refers to preexisting vegetation that occurred naturally, planted by the wind or a squirrel. These trees typically have single trunks and wide spacing. They possibly predate the ordinance, or the Town itself. There is no intent, no purpose behind natural screening. Hedges that are intentionally "used as a boundary…or screening" are artificial, not natural. Hedges, like other fences, are structures that form unnatural barriers.

City staff is seeking to resolve this ambiguity by proposing an amendment to the text of this definitional section. ..The amendment being proposed by City staff removes the reference to vegetation as a "fence," thereby allowing residents to plant trees along the property line.

The current UDO does nothing to stop citizens from planting trees around their property for amenities like aesthetics, wildlife value, erosion control, and shade for living areas.
This big hedge near the shoreline violates the UDO, oversteps the traditional limits on fences near the shoreline, and disrupts the neighborhood harmony they fostered.
This hedge was planned and installed in such a way that it functions as a fence. It builds an illegal barrier, above and beyond the legal three-foot fence at the boundary. This

hedge would continue circumventing the ordinance and fencing off the neighbors and their views, no matter what it is called or not called.

Two separate issues: City staff and legal counsel believe that for the following reasons, the proposed text amendment is needed in order to bring greater clarity to the UDO's definition of "fences" :}

1. The UDO's definition of fences is internally inconsistent with respect to vegetation.

" 10-200 A General Definitions Fences, Walls and Screening, Fence – Any barrier structure, not part of a building or natural screening which is used as a boundary or as a means of protection, confinement, or screening. A fence may include manufactured materials such as, but not limited to vegetation or wire mesh, chainlink, wood, masonry, vinyl, or stone"

The suggested wording diminishes clarity and denies the impact of this big barrier on neighbors..

2. The City has historically only enforced removal of landscaping in clear view triangles along the public street.

There has historically never been a case of a 40-foot living fence constructed along a three-foot shoreline fence along a property line. That does not mean the Town should contort their wording to allow such a thing. How many commissioners and counselors want a big solid hedge like this fencing off their clear views of the water and the sky? Like sight triangles at intersections, views along shorelines are vital elements of a lakefront community.

We are not talking about removal of this hedge. We are requesting compliance of this screening vegetation with the height restrictions in the UDO. It could comply if it was kept pruned at three feet. The plants could be dug up and moved to a location compatible with the UDO.

3. City staff also notes that a permit is not required to plant vegetation. Over 25% of lake lots have tree lines along the property lines.

None of these lot owners installed a solid wall with 100% opacity that could reach 40 feet high, blocking their neighbors' view of the water and the sky. The Orist Family is very much in favor of a tree canopy that improves livability in their community.
There is clearly a difference between individual trees planted in peoples yards, and a solid hedge planted along a property line that is limited to three feet of obstructed view. This hedge forms a visual barrier and functions as a fence.
Tall evergreen hedges near the water threaten the protected views and property values of neighbors.

4. In reviewing comparable communities with waterfront, vegetation is not considered a fence in any community.

Los Angeles came up first in a search. It has a lot of waterfront lots, and lots more lots with water views. "A fence is a two dimensional barrier between properties."..."Many residential properties in California are subject to local fence, wall and hedge height ordinances, which often limit the height to six (6) or eight (8) feet in height. These zoning laws often define **the terms "fence" and "wall" to include:** latticework, ornamental fences, screen walls, **hedges or thick growths of shrubs or trees.**
For instance, *Los Angeles Municipal Code* §12 22.C.20.(f) provides:

- FRONT YARD **FENCES**: in most residential areas, fences, **hedges, trees** are limited to 3.5′ in height in the front yard." Just 6" different from Crystal Lake.

The current wording has served the community well: ARTICLE 10 Definitions 10-200 A General Definitions…Fences, Walls and Screening, Fence – Any barrier structure, not part of a building or natural screening which is used as a boundary or as a means of protection, confinement, or screening. A fence may include manufactured materials such as, but not limited to vegetation or wire mesh, chainlink, wood, masonry, vinyl, or stone."

This concludes my report. I can clarify any portions of it upon request.

Guy Meilleur, Qualified Tree Appraiser,Certified Tree Inspector,
Veteran Tree Trainer, Board Certified Master Arborist #SO-0284
1515 Mountainview Ave., Durham NC 27705
919-906-0465 bettertreecare@gmail.com

TREE RISK

Basic Tree Risk Assessment Test_Global-View-of-Trees-and-Risk, Give Trees Mitigation, or Give Trees Death,

TREE CARE

Standard Tree Inspection, Standard Flare Care, Veteran Tree Management

TREE PRUNING

Restoration Pruning, Pruning for Preservation, Resprouting white oak,
Reduction-Pruning Standards Reduction-Pruning-Handout-with-References
Pole Pruning Response-Growth and Compartmentalization

LIGHTNING

Detective-Dendro-The-Case-of-the-Bolts-from-the-Blue
Lightning Bark Tracing LightningMitigation.pdf
Installing-the-lightning-

3. **Spite Fence Law…<u>What is a spite fence?</u>** California spite fence law starts with Civil Code section 841.4. It states, "any fence or other <u>structure in the nature of a fence</u> unnecessarily exceeding 10 feet in height maliciously erected or maintained for the purpose of annoying the owner or occupant of adjoining property is a private nuisance." The statute is <u>not limited to traditional fences</u>. In *Wilson v. Handley* (2002) 97 Cal.App.3d 1301, the Court of Appeals held that trees and hedges planted in a row to form a barrier may be deemed a spite fence. The court agreed in *Vanderpol v. Star* (2011) 194 Cal.App.4th 385, finding that <u>a row of pine trees planted along a neighbor's boundary line could be considered a spite fence</u> for the purposes of the statute.

The court in *Wilson v. Handley* expanded the definition of a "structure in the nature of a fence." Defendants argued that a row of trees was a not a "structure", and thus could not come under Section 841.4. The court, however, defined <u>a fence as a "structure … erected … to separate two contiguous estates," and "a barrier intended … to mark a boundary."</u>

From: Doreen <dlorist1@aol.com>
Sent: Friday, August 28, 2026 10:21 AM
To: Doreen Orist <dlorist1@aol.com>; Kathryn Cowlin AICP <kcowlin@crystallake.org>
Subject: Our current views for Planning & Zoning meeting September 2,2026

This is our current view after 16 Green Arborvitae were planted 2 feet apart up against the 3ft wooden fence installed on the property at 921 North Shore Dr.

Emerald Green are commonly planted as hedges. This type of planting is used to create a dense continuous privacy hedge to block a view , to create a screen or even be considered a spite fence . A tight line of tall evergreens can function as a wall. In just a few few short years, this will be a solid hedge screening wall that we will not be able to have any view of the front half of lake, the historic main beach building or the children playing in the water for safety .

Vegetation is considered a hedge when a row a closely spaced, woody shrubs Is intentionally planted to form a living boundary, a screen or a barrier. This is exactly what this planting is intended to do as you can see from the photos above.

Courts have repeatedly ruled that a line of trees planted maliciously to obstruct light air or neighbors view functions identically to a structural fence and may be declared a private nuisance. If a neighbor deliberately builds a structure with the sole intention of blocking your view, and it serves no reason reasonable of practical purpose, it's considered a spite fence and his universally prohibited.

We feel these trees serve no function or purpose.

Under the current UDO hedges are considered a fence , even with the proposed change the trees are not in compliance with the code today.

The violation letters were issued in May 2026.

Nearly all municipalities and unincorporated areas in McHenry County enforced fence height, ordinances that restrict structures in residential front yards to a maximum of 3 to 4 feet.

As Carolyn Shoenfield mentioned when she was on the City Council, on December 17, 2013, the City of Crystal Lake City council unanimously approved the ordinance No. 6983 which amended section 4- 700 of the unified UDO regarding fences , walls and screening . The adapted regulations established specific guidelines for setback restrictions, industrial commercial screening and clear sight triangles.

Contrary to popular belief, most homeowners do not have a right to their view. Generally homeowners have no right to a view , unless it has been granted and writing by a local ordinance, which The City of Crystal Lake currently has in their current UDO.

The one exception to this rule is that someone may not deliberately and maliciously block another's view with a structure that has no reasonable use to the owner.

We feel this has no reasonable use .

A line of trees blocking a lakefront view can significantly reduce their properties market value lakefront and scenic views often account for 10% to 25% or more of a Home's total appraisal value so losing that amenity to intentional blocking with a spite fence , a line of trees can directly diminished buyer demand and lower your selling price.

We encourage all of you as Planning & Zoning Council members to consider all areas that this proposed UDO change will affect , not just lakefront but the entire community . This proposed change could allow homeowners to create a tunnel affect on all streets in our city . The safety aspect of blocking one's view is very concerning . Preserving the quality of life and the great place to live attitude is invaluable.

Below is my backyard view . The two HVAC units and generator are exposed on my side of the property . There are constant sump pumps going off , as this house was built on the artesian well .The UDO for fences in back yards is 6ft , they installed 3ft then 6ft then 3ft fence as you see from photographs . The noise is very disturbing to my peace . I also suffer from multiple sclerosis, disease that exasperates noise . I love my gardens and grow for my family and others . I can not sit on my porch or flagstone patio now without being distressed.

Thank you

Ronald & Doreen Orist

927 North Shore Dr Crystal lake







Good evening Commissioners, my name is Bruce Mazurkiewicz, and while I do not reside directly on the water, I am here tonight as a proud Crystal Lake citizen acting as a voice for close friends who do reside on the lake.

Recently, those friends returned from vacation only to find a barrier of vegetation functioning essentially as a solid fence, blocking their view of half of the lake. Long term property values and the unique character of our lakefront homes heavily rely on those sightlines, as noted during past city discussions where residents emphasized that much of a lakefront home's value is tied directly to its view.

I want to call the Commission's attention back to the official City Council proceedings from September 17,2013 regarding Unified Development Ordinance provisions for lake lots. During that meeting, city leadership, including Mayor Shepley and planning staff, recognized that lakefront properties are entirely unique and require careful protections. Mayor Shepley explicitly stressed that the city's main goal was to protect property owners' interests, ensuring that no drastic actions or regulatory gaps would impair their property rights or scenic expectations.

Furthermore, past council discussions affirmed that lakefront yards should be thoughtfully managed regarding height, opacity, and open fencing styles so that neighbors' views are preserved rather than walled off.

The situation my friends face, and that others across the lake are vulnerable to, runs contrary to the spirit of those previous protections and understandings. I respectfully encourage this Commission to honor those prior commitments, uphold reasonable standards for yard and vegetative obstructions, and protect the unique scenic integrity of Crystal Lake's waterfront properties.

Thank you for your time and your continued service to our community.

Bruce Mazurkiewicz

217 Sunset Terrace

Crystal Lake, Il [redacted]

9:14
◂ AOL
Inspection_Report_5-1...
1 of 1

Inspection Report

Location:
921 NORTH SHORE DR, Crystal Lake, IL 60014

Inspection Date:
12 May 2026 at 08:41 AM

Record Type:
Property Maintenance

Record ID:
ENF-2026-00240

Inspection Type:
Initial Investigation

Inspector:
Kiley Gardner

Result:
In Violation

Comments:
Appears new trees were planted in line with fence towards the lake
Sent letter for screening violation

Violation Summary:

Inspector

Responsible party

CITY OF
Crystal Lake
ILLINOIS

May 12, 2026

Karson Hollander
921 North Shore
Crystal Lake, IL 60014

Dear Resident:

One of the City of Crystal Lake's goal is to inform and educate our residents, businesses and property owners of the codes and ordinances that are intended to protect property values and keep our community safe and beautiful.

Recently the City observed a complaint of the following violation. Please take the time to read the ordinance/code and the requested correction listed below.

Code of Ordinances 6461, City of Crystal Lake, Illinois, Chapter 650 Adopting Article 4-700 B 3 (b) (e) Height Requirements for Fences, Walls and Screening; **(b)**Fences, walls or screening shall not exceed 6 feet in height in any side or rear yard. **(e)**The height limitations shall apply to the fence, walls or screening and any other appurtenances attached to it. Height shall be measured vertically from grade to the top of the improvement and shall be determined on the property in which it is installed. Posts used specifically for supporting a fence may exceed the applicable height limit by a maximum of 8 inches, thus allowing for ornamental treatment. To accommodate potential drainage conflicts and fluctuations in grade, the Building Commissioner may allow portions of a fence to exceed the applicable height to limit by a maximum of 6 inches.

New tree landscape screening

Tree screening has to meet fence height requirements. Please remove

Upon receipt of this notice and no later than **May 29, 2026** please take the necessary action to correct and remain in compliance with the provisions of the ordinance. Failure to comply with this request may result in the issuance of a citation, an appearance before the City of Crystal Lake's administrative law judge and a fine.

Your cooperation in the immediate correction of the violation is appreciated. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Kiley Gardner
Building Inspector
City of Crystal Lake, Community Development
815-356-3605 x 4007

9:15
◂ AOL
Inspection_Report_5-2...
1 of 1

Inspection Report

Location:
921 NORTH SHORE DR, Crystal Lake, IL 60014

Inspection Date:
22 May 2026 at 08:03 AM

Record Type:
Property Maintenance

Record ID:
ENF-2026-00240

Inspection Type:
Follow-Up Investigation

Inspector:
Kiley Gardner

Result:
Extension Granted

Comments:
meet with home owner David at 330 pm [redacted]

Trees are all along each side of property
East side trees have been there very long time

Violation Summary:

Inspector

Responsible party

9:15
◀ AOL

Inspection Report

Location:
921 NORTH SHORE DR, Crystal Lake, IL 60014

Inspection Date:
28 May 2026 at 03:56 PM

Record Type:
Property Maintenance

Record ID:
ENF-2026-00240

Inspection Type:
Follow-Up Investigation

Inspector:
Kiley Gardner

Result:
Extension Granted

Comments:
Waiting on clarification from supervisors on tree planting requirements

Violation Summary:

Inspector

Responsible party

9:14
AOL
Inspection_Report_6-2...

Inspection Report

Location:
DR, Crystal Lake, IL 60014

Inspection Date:
24 June 2026 at 03:45 PM

Record Type:
Property Maintenance

Record ID:
ENF-2026-00240

Inspection Type:
Follow-Up Investigation

Inspector:
Kiley Gardner

Result:
In Compliance

Comments:
Per supervisor discussion greenery is not a fence
Not in violation at this time
Closing complaint

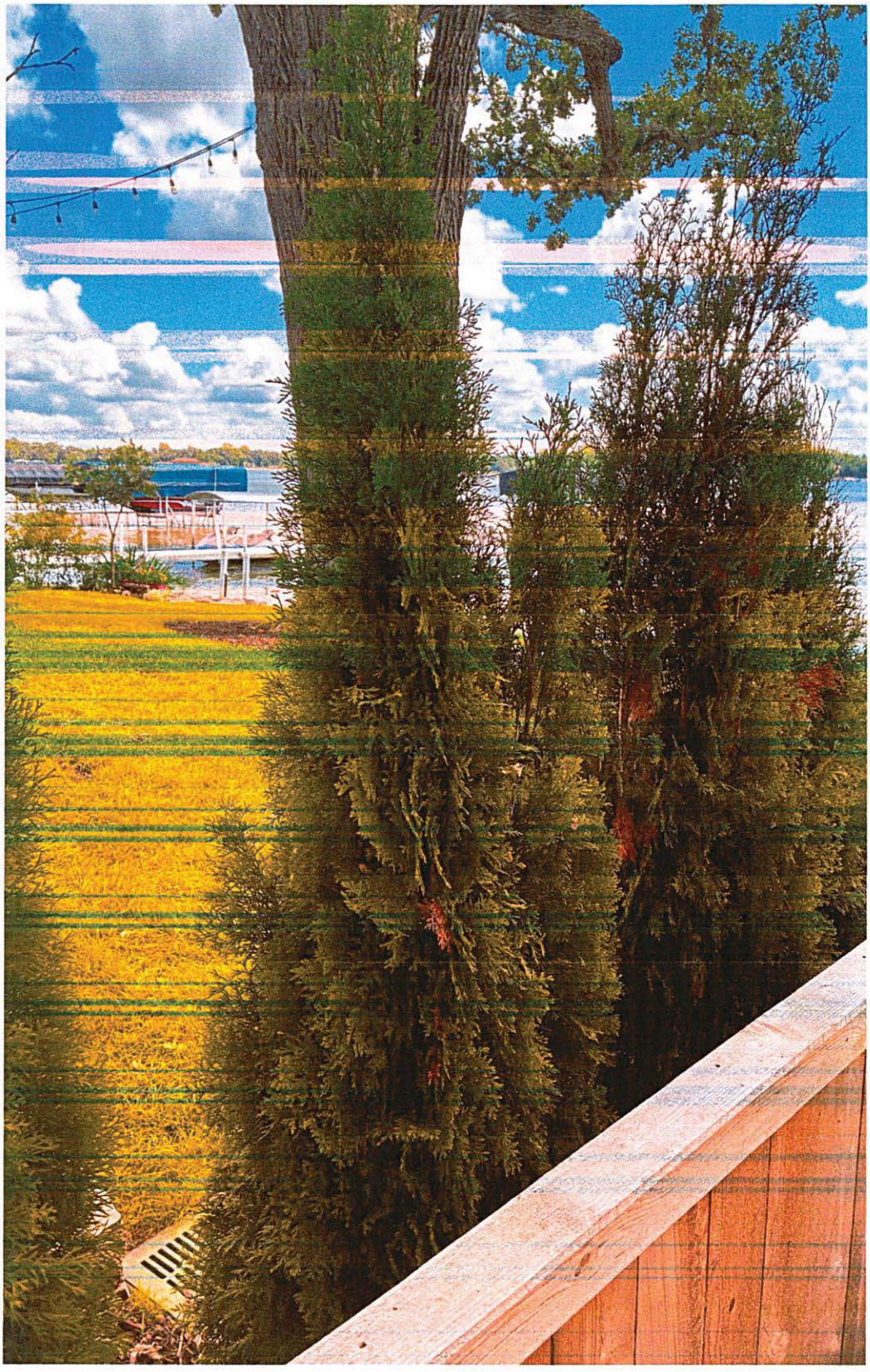
Violation Summary:

Inspector

Responsible party

Historic Tree Care
www.historictreecare.com
1515 Mountainview Ave., Durham NC 27705 US
919-906-0465
bettertreecare@gmail.com

ORIST 2706



BACKGROUND AND HISTORY

An Evergreen hedge was installed just inside the fence between two lakefront properties.

That hedge did not comply with the UDO. A change to the UDO is being proposed that would allow living walls planted along property lines to evade any restrictions.

ASSIGNMENT

I was asked to inspect images and information related to the plants.

OBSERVATIONS AND DISCUSSION

The current ordinance does not seem to prevent the planting of trees, unless they function as a fence. These arborvitae, *Thuja occidentalis,* are primarily marketed and used as fences, for privacy screening.

The species of Tree can get over 40 feet tall in Northern Illinois. Some coronavirus do not get that high. The plants and question show a strong vertical orientation from their present size, so it's not clear they are any kind of a door.

Other comments in the text below.

We respectfully request that this wording change be reconsidered so that the current restrictions on 100% opaque fences over 3' remain, and living green walls continue being considered what they are, fences.

Good fences make good neighbors, as the saying goes. For reasons cited below, this is not a good fence.

This concludes my report. I can clarify any portions of it upon request.

Guy Meilleur, Qualified Tree Appraiser,Certified Tree Inspector,
Veteran Tree Trainer, Board Certified Master Arborist #SO-0284
1515 Mountainview Ave., Durham NC 27705

919-906-0465 bettertreecare@gmail.com

TREE RISK

Basic Tree Risk Assessment Test Global-View-of-Trees-and-Risk, Give Trees Mitigation, or Give Trees Death,

TREE CARE

Standard Tree Inspection, Standard Flare Care, Veteran Tree Management

TREE PRUNING

Restoration Pruning, Pruning for Preservation, Resprouting white oak,
Reduction-Pruning Standards Reduction-Pruning-Handout-with-References
Pole Pruning Response-Growth and Compartmentalization

LIGHTNING

Detective-Dendro-The-Case-of-the-Bolts-from-the-Blue
Lightning Bark Tracing LightningMitigation.pdf
Installing-the-lightning-

{Dear Ms. Orist, Thank you for your patience while the City reviewed your concerns regarding your neighbor's Arborvitae tree installation. During its review, City staff noted certain ambiguities in the definition section of the Unified Development Ordinance ("UDO"). Particularly, while vegetation is referenced in the definition of "Fences, walls and screening, fence", that same definitional section also appears to expressly, exclude "natural screening" from the definition of a fence. This
ambiguity has led to different interpretations over time. City staff is seeking to resolve this ambiguity by proposing an amendment to the text of this definitional section. The proposed text amendment will be going before the Planning and Zoning Commission ("PZ") for its consideration at a public hearing on Wednesday, August 19, 2026, at 7:00pm. Following the public hearing, the PZC will forward its recommendation to the City Council for its review and final action. The amendment being proposed by City staff removes the reference
to vegetation as a "fence," thereby allowing residents to plant trees along the property

line.

Two separate issues: City staff and legal counsel believe that for the following reasons, the proposed text amendment is needed in order to bring greater clarity to the UDO's definition of "fences" :}

1. The UDO's definition of fences is internally inconsistent with respect to vegetation.

These large evergreen shrubs were planted parallel and close to the property lines. Plants that will get 4 feet wide, but are installed less than 4 feet apart, will create 100% opaque screening that is 100% intentional. They are not "natural screening".

It's not clear there is any ambiguity or inconsistency in the current wording. The suggested wording diminishes clarity.

2. The City has historically only enforced removal of landscaping in clear view triangles along the public street.

That may be because there has never been a case of a living fence constructed along the property line, that reaches 40 feet high. How many commissioners and counselors want a green wall like this blocking their water view?

3. City staff also notes that a permit is not required to plant vegetation. Over 25% of lake lots have tree lines along the property lines.

None of these lot owners installed a solid wall with 100% opacity that could reach 40 feet high, totally blocking their neighbors' view of the water.. The Orist Family is very much in favor of a tree canopy that improves livability in their community. There is clearly a difference between individual trees planted and peoples yards, and a solid hedge planted along a property line and functioning as a fence.

Tall evergreen hedges near the water threaten everyone's views and property values.

4. In reviewing comparable communities with waterfront, vegetation is not considered a fence

in any community.

Los Angeles has a lot of waterfront lots. A fence is a two dimensional barrier between properties. Hedges are fences; if it walks like a duck and quacks like a duck then it must

be a duck.

"Many residential properties in California are subject to local fence, wall and hedge height ordinances, which often limit the height to six (6) or eight (8) feet in height. These zoning laws often define **the terms "fence" and "wall" to include:** latticework, ornamental fences, screen walls, **hedges or thick growths of shrubs or trees.**

For instance, *Los Angeles Municipal Code* §12 22.C.20.(f) provides:

- FRONT YARD **FENCES**: in most residential areas, fences, **hedges, trees** are limited to 3.5′ in height in the front yard. See *LAMC* §12.22.C.20.(f)(3) for full text of law and height limits in other property zones.

3. **Spite Fence Law**

What is a spite fence?

California spite fence law starts with Civil Code section 841.4. It states, "any fence or other structure in the nature of a fence unnecessarily exceeding 10 feet in height maliciously erected or maintained for the purpose of annoying the owner or occupant of adjoining property is a private nuisance." The statute is not limited to traditional fences. In *Wilson v. Handley* (2002) 97 Cal.App.3d 1301, the Court of Appeals held that trees and hedges planted in a row to form a barrier may be deemed a spite fence. The court agreed in *Vanderpol v. Star* (2011) 194 Cal.App.4th 385, finding that at row of pine trees planted along a neighbor's boundary line could be considered a spite fence for the purposes of the statute.

The court in *Wilson v. Handley* expanded the definition of a "structure in the nature of a fence." Defendants argued that a row of trees was a not a "structure", and thus could not come under Section 841.4. The court, however, defined a fence as a "structure … erected … to separate two contiguous estates," and "a barrier intended … to mark a boundary." Ultimately, the court concluded that, in light of the purpose of the spite fence statute, the term "fence" should be liberally construed. By this reasoning, other non-traditional fence-like structures may come under the California spite fence code."

Yes, trees and large shrubs are very often used as "living fences" or privacy screens to block views, reduce noise, and mark property lines. [1, 2, 3]

Popular Screening Trees

- Emerald Green Arborvitae: A narrow evergreen that fits tight spaces and stays neat.
- Thuja Green Giant: A very fast-growing evergreen tree that forms a thick wall.
- Leyland Cypress: A tall evergreen used often for fast privacy.
- Nelly Stevens Holly: A dense broadleaf evergreen with prickly leaves that deter animals or people. [1, 2, 3, 4, 5]

Yes, a line of trees blocking a lakefront view can significantly reduce a property's market value. Lakefront and scenic views often account for 10% to 25% (or more) of a home's total appraisal value, so losing that amenity to intentional blocking (a "spite line" of trees) can directly diminish buyer demand and lower your selling price.

Impact on Property Value

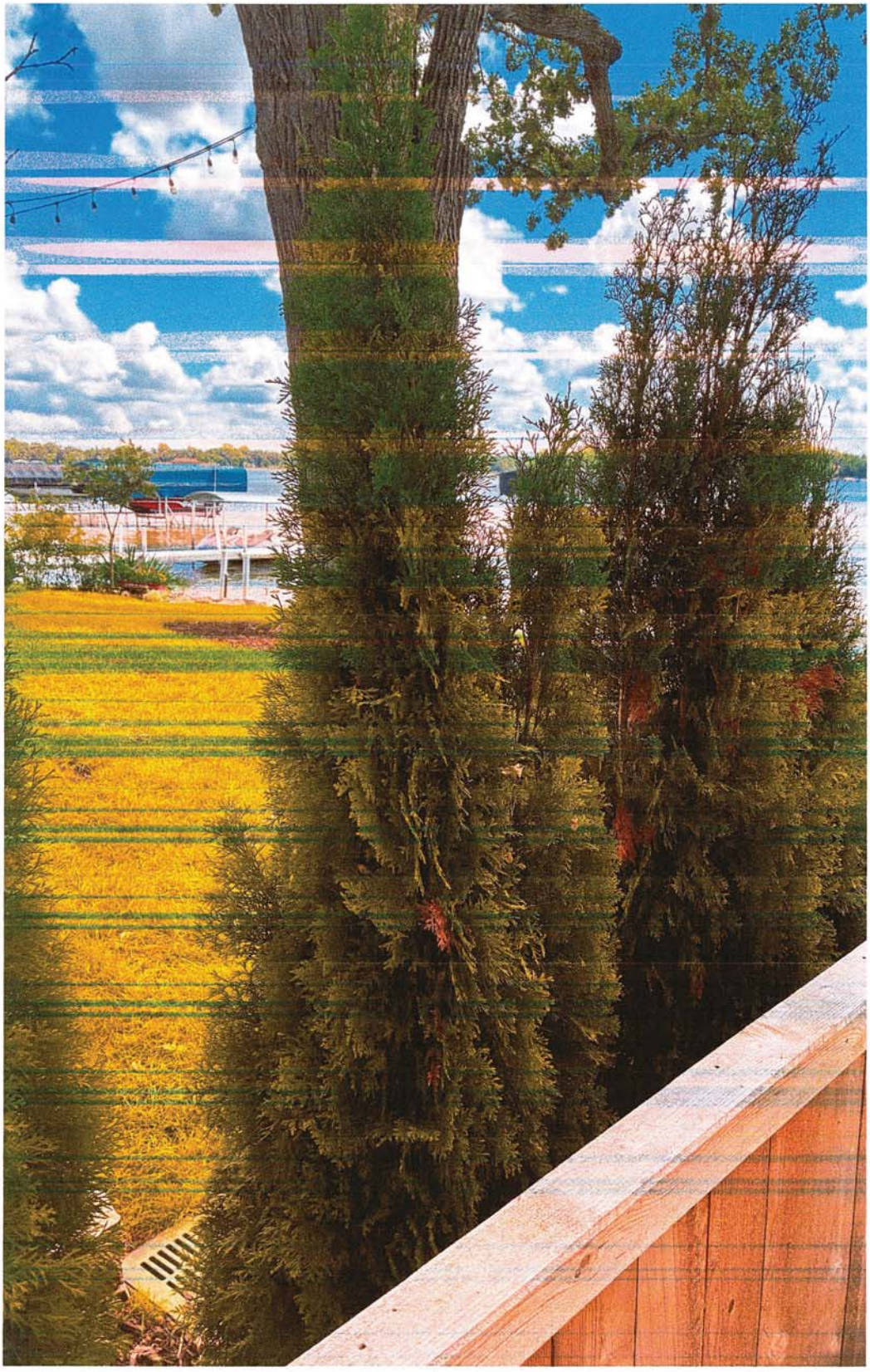
- **Loss of Premium:** Appraisers assign a distinct financial premium to unobstructed water views; turning a panoramic or clear lake view into a blocked or "peekaboo" view removes tha valuation edge.
- **Smaller Buyer Pool:** Many buyers specifically pay extra for waterfront vistas. If the view is ruined, those buyers will skip your property entirely, reducing competition and driving down offers.
- **Perception of Conflict:** Prospective buyers are often wary of purchasing into an active neighbor dispute or a property with restricted sightlines, treating it as a red flag.

Legal and Practical Recourse

- **Check Local Ordinances:** Review your municipal code or FindLaw resources. Some areas or lake associations have specific "view ordinances" or height restrictions on vegetation designed to protect scenic sightlines.
- **The Spite Fence Doctrine:** While traditional "spite fences" refer to physical structures, some jurisdictions extend legal definitions to maliciously planted trees intended solely to annoy or harm an adjoining owner. However, winning a legal battle over trees is difficult unless a local ordinance or private easement explicitly protects your view.
- **Mediation and Trimming:** Check if any branches cross your property line; legally, you can trim branches that cross onto your side up to the property boundary, provided you do not kill or destabilize the trees.

Historic Tree Care
www.historictreecare.com
1515 Mountainview Ave., Durham NC 27705 US
919-906-0465
bettertreecare@gmail.com

ORIST 2706



Tree Care

BACKGROUND AND HISTORY

An Evergreen hedge was installed just inside the fence between two lakefront properties.

That hedge did not comply with the UDO. A change to the UDO is being proposed that would allow living walls planted along property lines to evade any restrictions.

ASSIGNMENT

I was asked to inspect images and information related to the plants.

OBSERVATIONS AND DISCUSSION

The current ordinance does not seem to prevent the planting of trees, unless they function as a fence. These arborvitae, *Thuja occidentalis,* are primarily marketed and used as fences, for privacy screening.

The species of Tree can get over 40 feet tall in Northern Illinois. Some coronavirus do not get that high. The plants and question show a strong vertical orientation from their present size, so it's not clear they are any kind of a door.

Other comments in the text below.

We respectfully request that this wording change be reconsidered so that the current restrictions on 100% opaque fences over 3' remain, and living green walls continue being considered what they are, fences.

Good fences make good neighbors, as the saying goes. For reasons cited below, this is not a good fence.

This concludes my report. I can clarify any portions of it upon request.

Guy Meilleur, Qualified Tree Appraiser,Certified Tree Inspector,
Veteran Tree Trainer, Board Certified Master Arborist #SO-0284
1515 Mountainview Ave., Durham NC 27705

919-906-0465 bettertreecare@gmail.com

TREE RISK

Basic Tree Risk Assessment Test Global-View-of-Trees-and-Risk, Give Trees Mitigation, or Give Trees Death,

TREE CARE

Standard Tree Inspection, Standard Flare Care, Veteran Tree Management

TREE PRUNING

Restoration Pruning, Pruning for Preservation, Resprouting white oak,
Reduction-Pruning Standards Reduction-Pruning-Handout-with-References
Pole Pruning Response-Growth and Compartmentalization

LIGHTNING

Detective-Dendro-The-Case-of-the-Bolts-from-the-Blue
Lightning Bark Tracing LightningMitigation.pdf
Installing-the-lightning-

{Dear Ms. Orist, Thank you for your patience while the City reviewed your concerns regarding your neighbor's Arborvitae tree installation. During its review, City staff noted certain ambiguities in the definition section of the Unified Development Ordinance ("UDO"). Particularly, while vegetation is referenced in the definition of "Fences, walls and screening, fence", that same definitional section also appears to expressly, exclude "natural screening" from the definition of a fence. This
ambiguity has led to different interpretations over time. City staff is seeking to resolve this ambiguity by proposing an amendment to the text of this definitional section. The proposed text amendment will be going before the Planning and Zoning Commission ("PZ") for its consideration at a public hearing on Wednesday, August 19, 2026, at 7:00pm. Following the public hearing, the PZC will forward its recommendation to the City Council for its review and final action. The amendment being proposed by City staff removes the reference
to vegetation as a "fence," thereby allowing residents to plant trees along the property

line.

Two separate issues: City staff and legal counsel believe that for the following reasons, the proposed text amendment is needed in order to bring greater clarity to the UDO's definition of "fences" :}

1. The UDO's definition of fences is internally inconsistent with respect to vegetation.

These large evergreen shrubs were planted parallel and close to the property lines. Plants that will get 4 feet wide, but are installed less than 4 feet apart, will create 100% opaque screening that is 100% intentional. They are not "natural screening".

It's not clear there is any ambiguity or inconsistency in the current wording. The suggested wording diminishes clarity.

2. The City has historically only enforced removal of landscaping in clear view triangles along the public street.

That may be because there has never been a case of a living fence constructed along the property line, that reaches 40 feet high. How many commissioners and counselors want a green wall like this blocking their water view?

3. City staff also notes that a permit is not required to plant vegetation. Over 25% of lake lots have tree lines along the property lines.

None of these lot owners installed a solid wall with 100% opacity that could reach 40 feet high, totally blocking their neighbors' view of the water.. The Orist Family is very much in favor of a tree canopy that improves livability in their community. There is clearly a difference between individual trees planted and peoples yards, and a solid hedge planted along a property line and functioning as a fence.

Tall evergreen hedges near the water threaten everyone's views and property values.

4. In reviewing comparable communities with waterfront, vegetation is not considered a fence

in any community.

Los Angeles has a lot of waterfront lots. A fence is a two dimensional barrier between properties. Hedges are fences; if it walks like a duck and quacks like a duck then it must

be a duck.

"Many residential properties in California are subject to local fence, wall and hedge height ordinances, which often limit the height to six (6) or eight (8) feet in height. These zoning laws often define **the terms "fence" and "wall" to include:** latticework, ornamental fences, screen walls, **hedges or thick growths of shrubs or trees.**

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9:14
◂ AOL
Inspection_Report_5-1...
1 of 1

Inspection Report

Location:
921 NORTH SHORE DR, Crystal Lake, IL 60014

Inspection Date:
12 May 2026 at 08:41 AM

Record Type:
Property Maintenance

Record ID:
ENF-2026-00240

Inspection Type:
Initial Investigation

Inspector:
Kiley Gardner

Result:
In Violation

Comments:
Appears new trees were planted in line with fence towards the lake
Sent letter for screening violation

Violation Summary:

Inspector

Responsible party

CITY OF
Crystal Lake
ILLINOIS

May 12, 2026

Karson Hollander
921 North Shore
Crystal Lake, IL 60014

Dear Resident:

One of the City of Crystal Lake's goal is to inform and educate our residents, businesses and property owners of the codes and ordinances that are intended to protect property values and keep our community safe and beautiful.

Recently the City observed a complaint of the following violation. Please take the time to read the ordinance/code and the requested correction listed below.

Code of Ordinances 6461, City of Crystal Lake, Illinois, Chapter 650 Adopting Article 4-700 B 3 (b) (e) Height Requirements for Fences, Walls and Screening; **(b)**Fences, walls or screening shall not exceed 6 feet in height in any side or rear yard. **(e)**The height limitations shall apply to the fence, walls or screening and any other appurtenances attached to it. Height shall be measured vertically from grade to the top of the improvement and shall be determined on the property in which it is installed. Posts used specifically for supporting a fence may exceed the applicable height limit by a maximum of 8 inches, thus allowing for ornamental treatment. To accommodate potential drainage conflicts and fluctuations in grade, the Building Commissioner may allow portions of a fence to exceed the applicable height to limit by a maximum of 6 inches.

New tree landscape screening

Tree screening has to meet fence height requirements. Please remove

Upon receipt of this notice and no later than **May 29, 2026** please take the necessary action to correct and remain in compliance with the provisions of the ordinance. Failure to comply with this request may result in the issuance of a citation, an appearance before the City of Crystal Lake's administrative law judge and a fine.

Your cooperation in the immediate correction of the violation is appreciated. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Kiley Gardner
Building Inspector
City of Crystal Lake, Community Development
815-356-3605 x 4007

9:15
◂ AOL
Inspection_Report_5-2...
1 of 1

Inspection Report

Location:
921 NORTH SHORE DR, Crystal Lake, IL 60014

Inspection Date:
22 May 2026 at 08:03 AM

Record Type:
Property Maintenance

Record ID:
ENF-2026-00240

Inspection Type:
Follow-Up Investigation

Inspector:
Kiley Gardner

Result:
Extension Granted

Comments:
meet with home owner David at 330 pm [redacted]

Trees are all along each side of property
East side trees have been there very long time

Violation Summary:

Inspector

Responsible party

9:15
◀ AOL
Inspection_Report_5-2...

Inspection Report

Location:
921 NORTH SHORE DR, Crystal Lake, IL 60014

Inspection Date:
28 May 2026 at 03:56 PM

Record Type:
Property Maintenance

Record ID:
ENF-2026-00240

Inspection Type:
Follow-Up Investigation

Inspector:
Kiley Gardner

Result:
Extension Granted

Comments:
Waiting on clarification from supervisors on tree planting requirements

Violation Summary:

Inspector

Responsible party

9:14
AOL
Inspection_Report_6-2...

Inspection Report

Location:
DR, Crystal Lake, IL 60014

Inspection Date:
24 June 2026 at 03:45 PM

Record Type:
Property Maintenance

Record ID:
ENF-2026-00240

Inspection Type:
Follow-Up Investigation

Inspector:
Kiley Gardner

Result:
In Compliance

Comments:
Per supervisor discussion greenery is not a fence
Not in violation at this time
Closing complaint

Violation Summary:

Inspector

Responsible party

Yes, trees and large shrubs are very often used as "living fences" or privacy screens to block views, reduce noise, and mark property lines. [1, 2, 3]

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Agenda Item No: 15

City Council
Agenda Supplement

Meeting Date: October 20, 2026

Item: Agreement for use of City Right-of-Way between the City of Crystal Lake and Midwest Fiber Networks, LLC

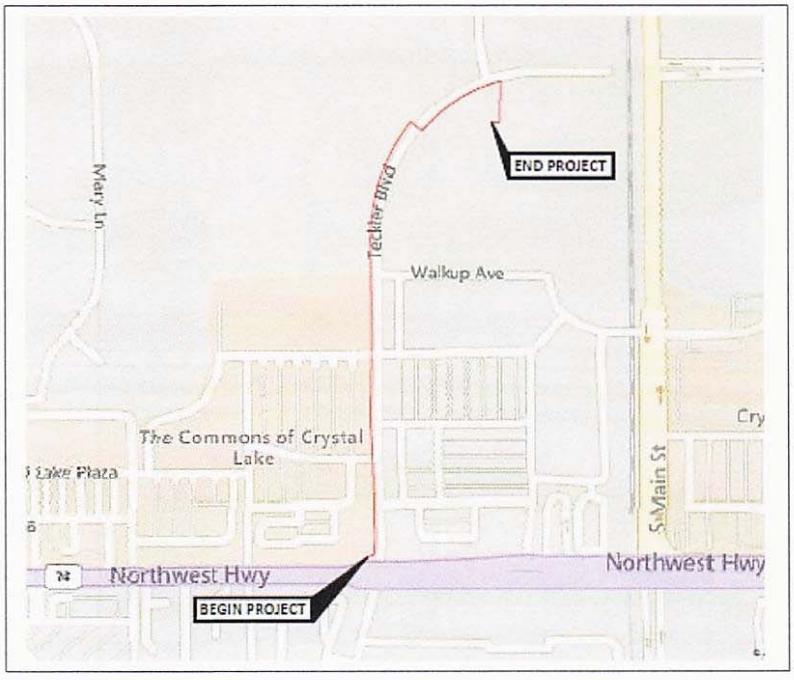
Staff Recommendation: Motion to adopt a Resolution approving an Agreement for use of Right-of-Way between the City of Crystal Lake and Midwest Fiber Networks, LLC and authorizing the City Manager to execute said Agreement

Staff Contact: Matt Farmer, P.E., Director of Public Works & Engineering

---

Background:

The City has received a request from Midwest Fiber Networks, LLC (Midwest Fiber) to install fiber optic cable within the rights-of-way along Teckler Boulevard from US Route 14 to Pathway Court. The Use of Right-of-Way Agreement will permit Midwest Fiber to utilize the City's rights-of-way to build, maintain, operate and otherwise care for a fiber optic cable system. Similar agreements with MCI Metro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services, Everstream, and i3 Broadband have previously been approved. The fiber optic cable installation will all be underground.



The City has authority under the Illinois Telecommunications Infrastructure Maintenance Fee Act (the "Act") and pursuant to its home rule powers to establish standards for construction, use, and repair of telecommunications facilities within the public right-of-way (ROW). The City has adopted such regulations, which are primarily set forth in Chapter 427 of the City Code. The City's ROW Regulations require

telecommunications providers to obtain permits before doing work in the ROW, provide performance security and insurance coverage relating to such work, and clean-up and restore the ROW after construction. The regulations also govern the placement of facilities and establish standards for construction methods and materials.

The City may enter into agreements with telecommunications providers relating to deployment and maintenance of facilities in the ROW, and Section 427-1(E) (2) of the City Code provides that such agreements will control in the event of a conflict with the ROW Regulations. However, the Act imposes some limitations with such agreements. Most notably, the agreements cannot be used to impose franchise fees or other charges on telecommunications providers as a condition of access to or use of the City's ROW (35 ILCS 635/30). The Act prohibits municipalities, including home rule communities, from requiring telecommunications providers to pay such fees, even by agreement. The simplified municipal telecommunications tax authorized by State statute (see 35 ILCS 636/5-1 et seq.) is intended to compensate municipalities for the regulatory costs associated with telecommunications infrastructure in the public ROW, and other charges or fees are expressly pre-empted (see 35 ILCS 636/5-5, 5-60(c)). Additionally, the Act prohibits both home rule and non-home rule municipalities from regulating the manner in which telecommunications facilities in the ROW may be shared by or between telecommunications providers (35 ILCS 635/30).

The objective of the State statue regarding these types of installations is to strike a balance between preserving the character of the community through careful design and installation, while enhancing the ability of communications carriers to deploy communications support structures in the City quickly, effectively, and efficiently so that residents, businesses, and visitors benefit from ubiquitous and robust communications availability.

Recommendation

It is City staff's recommendation to approve an Agreement for use of Right-of-Way between the City of Crystal Lake and Midwest Fiber, and to authorize the City Manager to execute said Agreement. The City's standard agreement created by the City's special counsel was utilized by Midwest Fiber.

Votes Required to Pass:

Simple majority vote of the City Council

Res. No.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, ILLINOIS GRANTING TO MIDWEST FIBER NETWORKS, LLC, A NON-EXCLUSIVE AGREEMENT FOR THE USE OF RIGHT-OF-WAY FOR INSTALLATION, OPERATION, AND MAINTENANCE OF FIBER OPTIC CABLE; AND IMPOSING CONDITIONS, OBLIGATIONS, AND RESTRICTIONS UPON THE USE OF THE PUBLIC RIGHTS-OF-WAY.

WHEREAS, the City of Crystal Lake ("City") is authorized to regulate its streets, alleys and public utility easements, and to grant, renew, deny, amend and terminate permits for and otherwise regulate the installation, operation, repair, and maintenance of telecommunications facilities within the City's boundaries pursuant to the Crystal Lake City Code, and by virtue of state statutes, by the City's home rule and police powers, its authority over the City's public right-of-way, and its other governmental powers and authority; and

WHEREAS, Midwest Fiber Networks, LLC desires the ability to install, operate, maintain and repair cable containing bundles of optical fibers and related equipment and facilities that are routed through underground conduits, ("Fiber Optic Cable") within the City's rights-of-way; and

WHEREAS, the City and Midwest Fiber Networks, LLC desire to enter into a Use of Right-Of-Way Agreement granting Midwest Fiber Networks, LLC the right to install and maintain its Fiber Optic Cable (the "Agreement") on public property all within the City of Crystal Lake (the "Agreement Route"); and

WHEREAS, Midwest Fiber Networks, LLC desires a Use of Right-Of-Way Agreement for a term of twenty (20) years, which agreement would be subject to renewal only by mutual agreement and in accordance with then-applicable law; and

WHEREAS, the Mayor and City Council have determined that it will be beneficial to the City to approve an Agreement with Midwest Fiber Networks, LLC.

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

SECTION 1. That Midwest Fiber Networks, LLC is hereby granted a non-exclusive authorization to construct, operate, and maintain Fiber Optic Cable equipment within the City's rights-of-way subject to the terms and conditions of the Agreement between the City and Midwest Fiber Networks, LLC in substantially the form attached hereto as Exhibit A.

Draft

SECTION 2: That the City Manager is hereby authorized and directed to sign, and the City Clerk is hereby authorized and directed to attest, on behalf of the City of Crystal Lake, a Use of Right-Of-Way Agreement for the term of twenty (20) years between the City and Midwest Fiber Networks, LLC, in substantially the form attached hereto as Exhibit A, and incorporated herein by reference, providing for the installation of Midwest Fiber Networks, LLC Fiber Optic Cable in the City.

SECTION 3: 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 the attached Agreement and this Resolution.

SECTION 4: 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 20th day of October, 2026.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL:

ATTEST:

_____
Nick Hammonds, CITY CLERK

PASSED: October 20, 2026
APPROVED: October 20, 2026

Draft

EXHIBIT A

USE OF RIGHT-OF-WAY AGREEMENT

USE OF RIGHT-OF-WAY AGREEMENT BETWEEN THE CITY OF CRYSTAL LAKE AND MIDWEST FIBER NETWORKS LLC

This Use of Right-of-Way Agreement ("Agreement") is entered into this 9th day of September, 2026 by and between the City of Crystal Lake, an Illinois municipal corporation ("City") and Midwest Fiber Networks LLC ("Company"), a Wisconsin corporation (collectively "Parties").

RECITALS

WHEREAS, City owns public street and alley right-of-way and public utility easements within the boundaries of the City of Crystal Lake; and

WHEREAS, is an inter exchange carrier and local exchange carrier as designated by the Illinois Commerce Commission; and

WHEREAS, Midwest Fiber Networks LLC desires the ability to install, operate, maintain and repair cable containing bundles of optical fibers and related equipment and facilities that are routed through underground conduits and/or attached to above-ground utility poles, ("Fiber Optic Cable") within the right-of-way for the purpose of providing telecommunication services, as authorized by the Illinois Commerce Commission, subject to the requirements of this Agreement; and

WHEREAS, City is authorized to regulate its streets, alleys, and public utility easements, and to grant, renew, deny, amend and terminate permits for and otherwise regulate the installation, operation, repair, and maintenance of telecommunication facilities within the City's boundaries pursuant to the Crystal Lake City Code, and by virtue of federal (47 U.S.C. §253) and state statutes, by the City's home rule and police powers, its authority over City's public right-of-way, and its other governmental powers and authority;

WHEREAS, the City desires to reserve rights to construct, use, and allow others to construct and use all manner of additional improvements in the right-of-way, while granting Midwest Fiber Networks LLC permission to install, operate, maintain and repair Fiber Optic Cable within the City's right-of-way;

WHEREAS, Midwest Fiber Networks LLC agrees to provide and maintain accurate maps showing the location of all Fiber Optic Cable owned or used by Midwest Fiber Networks LLC in the City right-of-way, and to comply with such other mapping requirements as City may establish from time to time; and

WHEREAS, Midwest Fiber Networks LLC will secure all permits required by the City for the placement of its Fiber Optic Facilities within City right-of-way, as well as any necessary private property rights; and

WHEREAS, Midwest Fiber Networks LLC has agreed to comply with the City's regulations and procedures for facilities within City rights-of-way, including Chapter 427 of the City Code, as may be amended from time to time;

Draft

NOW THEREFORE, for and in consideration of the foregoing, and the covenants and agreements contained herein to be kept and performed by Midwest Fiber Networks LLC, and for other good and valuable consideration, the City hereby grants to Midwest Fiber Networks LLC permission to use the public right-of-way pursuant to the terms and conditions set forth herein.

SECTION 1. Permission to Use Right-of-Way

1.1 Subject to the provisions contained within this Agreement, the Crystal Lake City Code, and Illinois and federal law, the City hereby grants to Midwest Fiber Networks LLC a non-exclusive authorization to use the designated portions of the City right-of-way ("ROW") to install and maintain Fiber Optic Cable for telecommunications purposes, subject to and conditioned upon the terms of this Agreement and Midwest Fiber Networks LLC full, timely, complete, and faithful performance of all obligations to be performed or required hereunder by Midwest Fiber Networks LLC, and Midwest Fiber Networks LLC hereby accepts the terms and conditions of this Agreement.

1.2 Subject to the terms of this Agreement, Midwest Fiber Networks LLC shall be permitted to install and maintain Fiber Optic Cable along the route generally shown on Attachment A hereto ("Route"). Midwest Fiber Networks LLC may modify and expand its route from time to time by submitting permit applications to the City. At all times during the term of this Agreement, Midwest Fiber Networks LLC shall maintain on file with the City current, accurate information regarding the location Midwest Fiber Networks LLC's Fiber Optic Cable.

1.3 This Agreement does not, and shall not be construed to, grant Midwest Fiber Networks LLC a cable television license or franchise within the City's boundaries.

1.4 If Midwest Fiber Networks LLC ever obtains or seeks federal, state or local approval to provide a cable system or open video system over the Fiber Optic Networks within the City, this Agreement shall remain in effect according to its terms, regardless of any legal or regulatory provisions, permits or other processes or rules that might now or hereafter provide otherwise.

1.5 Midwest Fiber Networks LLC shall comply with all applicable federal, state, and local laws and regulations [including, but not limited to, the City Code and all other applicable ordinances of the City and regulations of the Federal Communications Commission ("FCC") or the Illinois Commerce Commission ("ICC")], as the same may be amended from time to time, in the exercise and performance of its rights and obligations under this Agreement.

SECTION 2. Non-Exclusive Rights/Priority Rights

2.1 This grant is not exclusive, and nothing herein contained shall be construed to prevent City from granting other like or similar grants or privileges to any other person, firm or corporation.

2.2 Any and all rights granted to Midwest Fiber Networks LLC shall be subject to the prior and continuing rights of City to use the ROW exclusively or concurrently, to regulate use of the ROW, to allow use of the ROW by any other person or persons, and to install and maintain the City's own facilities. Nothing in this Agreement shall be construed to grant, convey, create or vest in Midwest Fiber Networks LLC any fee, leasehold, easement, or other real property interest in the ROW or any other City property.

Draft

2.3 Any right or privilege claimed pursuant to this Agreement by Midwest Fiber Networks LLC for any use of any public ROW shall be subordinate to: A) any prior or subsequent lawful occupancy or use thereof by the City or any other governmental entity; B) any prior lawful occupancy or use thereof by any other person; and C) any pre-existing easements, dedications, conditions, covenants, restrictions, encumbrances, and claims affecting the ROW.

2.4 Midwest Fiber Networks LLC acknowledges that there may now or in the future exist all manner of work and improvements upon the ROW ("Competing Activities"). The Competing Activities include without limitation any and all laying construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, realigning, or other dealing with any or all of the following, whether above, upon, or below the surface of the ROW and whether occasioned by the existing or proposed uses of the ROW or existing or proposed uses of adjoining or nearby land, (i) all manner of streets, sidewalks, alleys, trails, ways, and traffic control devices of every description, (ii) all manner of other transportation facilities and their appurtenances, (iii) all manners of pipes, wires, cables, conduits, sewers, storm drains, pumps, valves, switches, conductors, connectors, poles, supports, access points and guys of every description, (iv) all manner of other utility facilities and their appurtenances, (v) all manner of canals, drains, bridges, underpasses, culverts and other encroachments of every description and all manner of other facilities and their appurtenances, and (vi) all other uses of the right-of-way that the City may permit from time to time.

2.5 Nothing in this Agreement shall be construed to prevent the City from abandoning, altering, improving, repairing, or maintaining its facilities, the ROW, or any Competing Activities, and for that purpose to require Midwest Fiber Networks LLC, at no expense to the City, to remove, relocate or abandon in place Midwest Fiber Networks LLC Fiber Optic Cable in order to accommodate the activities of the City. The City shall not be liable for lost revenues sustained by Midwest Fiber Networks LLC, however caused, because of damage, modification, alteration, or destruction of its Facilities in the ROW, when such costs or lost revenues result from the construction, operation, and/or maintenance of City facilities and/or the ROW, provided that the activities resulting in such costs or lost revenues are conducted in accordance with applicable laws and regulations.

Draft

SECTION 3. Notice of Other Users

3.1 Midwest Fiber Networks LLC may enter into contracts with unrelated third parties ("Users") in the ordinary course of Midwest Fiber Networks LLC business for use of the Fiber Optic Cable within the portions of the ROW subject to this Agreement. Such contracts ("User Contracts") shall be subject to all requirements and provisions of this Agreement and the following:

3.1.1 No person shall transmit data over the Fiber Optic Networks or otherwise use the Conduit System(s) except under a User Contract with Midwest Fiber Networks LLC.

3.1.2 Such Users shall not perform any construction, maintenance, repair or other work of any kind in the ROW related to the Fiber Optic Cable. All User Contracts shall prohibit such Users from performing any construction, maintenance, repair or other work of any description in the ROW related to the Fiber Optic Cable, except as authorized by a City permit or agreement.

SECTION 4. Description of the Fiber Optic Facilities Routes

4.1 Midwest Fiber Networks LLC planned Route for the Fiber Optic Cable is generally depicted on Attachment A hereto.

SECTION 5. Regulatory Conditions Relating to Right-of-Way Usage and Work within the Right-of-Way.

5.1 Midwest Fiber Networks LLC shall be solely responsible for completing or causing completion of any work within the ROW pursuant to this Agreement, including any work performed by Midwest Fiber Networks LLC employees, agents, contractors or subcontractors (collectively "Contractors"), in accordance with the terms of this Agreement, including but not limited to the following requirements:

5.1.1 The Fiber Optic Cable shall be constructed, installed, operated, repaired, and/ or maintained in accordance with all applicable provisions of the Crystal Lake City Code, all other applicable laws and regulations, and industry-standard best practices. Midwest Fiber Networks LLC shall be solely responsible for any and all acts, errors, omissions and negligence of its Contractors.

5.1.2 Midwest Fiber Networks LLC shall apply for and obtain City ROW construction permits in accordance with Chapter 427 of the City Code and all other permits as may be required by federal, state, or local law prior to commencing any work within the ROW. Midwest Fiber Networks LLC shall be responsible for strict compliance with all such permit terms and conditions and approved plans. The City's review and approval of such permit applications shall not be unreasonably withheld or delayed.

5.1.3 Midwest Fiber Networks LLC shall construct, install, operate, maintain, upgrade and remove the Fiber Optic Cable so as to interfere as little as possible with traffic, existing utility facilities, and other facilities and uses within or adjacent to the ROW or any utility easement as determined and directed by the City Engineer or designee.

5.1.4 Midwest Fiber Networks LLC shall not interfere with the optimum effective use or operation of fire, emergency, or other communications equipment, methodology or technology (i.e., voice or other data carrying receiving or transmitting equipment). If such interference should occur, Midwest Fiber Networks LLC shall immediately discontinue using the equipment, methodology or technology that causes the interference until Midwest Fiber Networks LLC takes corrective measures to eliminate such interference. Any such corrective measures shall be made at no cost to City.

5.1.5 Midwest Fiber Networks LLC shall comply with all generally-applicable policies and regulations established by the City from time to time relating to telecommunications service facilities and operations within the ROW, including but not limited to policies for the coordination of multiple permittees or utility providers operating within a ROW segment.

5.1.6 Midwest Fiber Networks LLC and the Fiber Optic Cable shall be subject to the City's exercise of its police powers, regulatory authority, and other powers as the City may exercise from time to time. The City shall have continuing jurisdiction and supervision over any facilities located within or on the City ROW. Daily administrative, supervisory, and enforcement responsibilities shall be delegated and entrusted to the City Manager or designee to interpret, administer and enforce the provisions of this Agreement.

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5.1.7 Any new underground Fiber Optic Cable placed in the ROW will be constructed using industry standard boring and trenching construction methods and materials as approved by the City Engineer. Material placed in the ground may include concrete manholes, generally 4x4x4, pull boxes/handholes (#7s and #9s) and HDPE couplings and elbows, fiber optic cable, splice cases, tracer wire, grounding material, mule tape, jet string and conduit plugs. Midwest Fiber Networks LLC and/or its Contractors will install any new conduit and access points (manholes/pull boxes) using industry standard practices and in full compliance with the Illinois Department of Transportation ("IDOT") Standard Specifications for Road and Bridge Construction as amended (hereinafter referred to as "IDOT Standard Specifications") and the City of Crystal Lake Engineering Development Standards. Additionally, all Fiber Optic Cable installations shall comply with Chapter 427 of the Crystal Lake City Code, as may be amended from time to time.

5.1.8 The City shall have the right to inspect all construction or installation work performed subject to the provisions of this Agreement and to make such tests as it shall find necessary to meet any requirements of law or terms of this Agreement during the course of construction. All work within the ROW shall be subject to final inspection and approval by the City.

5.1.9 Midwest Fiber Networks LLC shall maintain reasonable access to all properties adjoining the ROW during construction activities and other operations pursuant to this Agreement, except to the extent that the owner or other person having lawful control of such adjoining property agrees in writing to access closure. If any property's access will be modified or impaired by Midwest Fiber Networks LLC activities or operations, Midwest Fiber Networks LLC shall provide at least 10 days' advance written notice to the owners or other persons having lawful control of such property, If an emergency requires activity without such advance written notice, then Midwest Fiber Networks LLC shall use commercially reasonable efforts to provide actual notice to the owners or other persons having lawful control of the adjoining property as soon as practicable. Upon request, Midwest Fiber Networks LLC shall promptly furnish to the City copies of all such notices or access agreements.

5.1.10 Whenever Midwest Fiber Networks LLC or its Contractors shall cause any opening or alteration to be made for any purpose in any public streets or public places the opening or alteration shall be completed and restored with due diligence within seven (7) business days unless otherwise authorized by the City. Midwest Fiber Networks LLC shall, upon the completion of the opening or alteration, restore the property, improvements or landscaping disturbed by Midwest Fiber Networks LLC or its Contractors to a condition substantially comparable to the condition before the opening or alteration and the restoration shall be performed with due diligence within a reasonably prompt time.

5.1.11 Midwest Fiber Networks LLC and/or its Contractors shall, during construction, maintain the ROW and all work sites in a safe, neat, and clean condition. Upon completion of any phase or segment of construction, Midwest Fiber Networks LLC shall promptly remove all temporary construction facilities, debris, and unused materials and restore the ROW in accordance with Section 12 of this Agreement.

5.1.12 Midwest Fiber Networks LLC and its Contractors shall be solely and completely responsible for the conditions of any job site where Fiber Optic Cable is being placed, modified, or maintained, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more

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stringent requirement shall be followed. Midwest Fiber Networks LLC failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve Midwest Fiber Networks LLC from compliance with these provisions.

SECTION 6. Plan Approval, Permits, and Inspection.

6.1 No Fiber Optic Cable shall be installed, constructed, modified, located on, or attached to any property within the City until Midwest Fiber Networks LLC has applied for and received all required permits from the City.

6.2 Prior to beginning any work pursuant to this Agreement, Midwest Fiber Networks LLC shall submit applications for all required City permits ("Permit Applications") together with all information, project details, plans, and specifications necessary for City review and approval. If Midwest Fiber Networks LLC desires to change the location of, or otherwise modify, any portion of Fiber Optic Cable system, including any related facilities or equipment, from that set forth in the initial Permit Application, Midwest Fiber Networks LLC shall apply for and obtain approval for an amendment to the permit prior to installation or construction, which approval shall not be unreasonably withheld or delayed.

6.3 City will approve or deny Permit Applications based on the availability of space at the location sought by Midwest Fiber Networks LLC, safety, and other considerations in accordance with applicable City ordinances and policies and this Agreement.

6.6 Midwest Fiber Networks LLC may install the Fiber Optic Cable in multiple phases as agreed upon by Midwest Fiber Networks LLC and the City and as authorized by permit. Midwest Fiber Networks LLC will cooperate with the City to minimize inconvenience to the citizens of the City and others who use the City ROW in planning, phasing, and sequencing project segments.

6.7 Midwest Fiber Networks LLC installation of Fiber Optic Cable shall be reasonably coordinated with other utilities and the City to accommodate opportunities for common installation, including co-location along Midwest Fiber Networks LLC Route; provided, however, that nothing herein shall require Midwest Fiber Networks LLC to incur any material additional expense to accommodate common installations.

6.8 Although the exact placement and location of any additional Fiber Optic Cable shall be determined by City through the permit process, Midwest Fiber Networks LLC has expressed its intent and City has expressed its desire to have any Fiber Optic Cable installed outside of the paved street areas whenever such location is feasible and reasonable. Further, if it is the intent and desire of Midwest Fiber Networks LLC for the Fiber Optic Cable conduits to be placed by directional boring under streets when feasible and reasonable. Bore profiles based on vacuum pothole information shall be part of the engineered plans submitted to the City. Arterial streets shall not be bored unless approved by the City Engineer. In the event that a street opening in pavement cannot be avoided, Midwest Fiber Networks LLC agrees to pay a fee in accordance with the Crystal Lake City Code,

6.9 Midwest Fiber Networks LLC shall identify and provide contact information for an authorized representative, such as a project manager, who shall be the designated contact person for the City during any construction periods.

6.10 Traffic Control.

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6.10.1 Midwest Fiber Networks LLC shall be responsible for providing traffic control that complies with the requirements of this Agreement, the City of Crystal Lake Construction Details and Standards, and the latest editions of the Manual on Uniform Traffic Control Devices (MUTCD) and the IDOT Standard Specifications (collectively the "Traffic Control Specifications"). In the event of a conflict between any of the Traffic Control Specifications, the most restrictive manual shall apply.

6.10.2 At least five business days prior to beginning any work within the ROW for which traffic control measures are necessary (as determined by the City), Midwest Fiber Networks LLC shall submit an application to the City for a traffic control permit and prepare and submit a proposed traffic control plan ("Traffic Control Plan") to ensure that traffic is carried through the work area in an effective manner and that motorists, pedestrians, bicyclists, and workers are protected from hazards and accidents. Midwest Fiber Networks LLC shall not begin construction until the Traffic Control Plan is approved by the City.

6.10.3 Following the City's approval of the Traffic Control Plan and permit, Midwest Fiber Networks LLC and the City shall conduct a pre-construction conference, which shall include review of the approved Traffic Control Plan and implementation measures. At that time, Midwest Fiber Networks LLC shall designate an individual who is well qualified and experienced in construction traffic control and safety to be responsible for implementing and monitoring the Traffic Control Plan. The City shall also designate a representative to oversee Midwest Fiber Networks LLC implementation of the Traffic Control Plan.

6.10.4 Midwest Fiber Networks LLC shall be responsible for implementing the Traffic Control Plan. Midwest Fiber Networks LLC shall pay any and all applicable barricade fees.

6.10.5 A copy of the approved Traffic Control Plan shall be maintained onsite during all phases of construction. Any alterations to the Traffic Control Plan must be approved by the City and comply with the Traffic Control Specifications.

6.10.6 In the event Midwest Fiber Networks LLC or its Contractors damage any traffic signal equipment, traffic signal conduit, loop detectors and/or circuits, the City may, at its election, either (i) repair such damage and bill Midwest Fiber Networks LLC for the repair costs, which costs shall be paid by Midwest Fiber Networks LLC within 30 days or (ii) direct Midwest Fiber Networks LLC to repair the damage immediately at Midwest Fiber Networks LLC expense by an electrical contractor who has had traffic signal experience and who is pre-approved by the City.

6.10.5 In the event of any street, alley, or sidewalk closures, Midwest Fiber Networks LLC shall provide at least five days' advance written notice to all adjacent or affected residents or businesses.

6.10.6 Pedestrian access shall be maintained along the length of the project at all times per the requirements of the ADA and as approved by the City Engineer or designee.

6.11 "One Call" Utility Locations System (JULIE). Midwest Fiber Networks LLC and its Contractors shall comply with the Illinois "One Call" Utility Location System ("JULIE") and participate as a member of the JULIE system with the necessary records and persons to provide location service of the Fiber Optic

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Cables upon receipt of a locate call or as promptly as possible, but in no event later than two (2) working days. A copy of the agreement or proof of membership shall be filed with the City Engineer. The City shall have no obligation to mark the location of Midwest Fiber Networks LLC facilities. The City shall have no obligation to alert Midwest Fiber Networks LLC to proposed work by itself or other, other than as a participating member of the JULIE system.

SECTION 7. Hazardous Substances

Midwest Fiber Networks LLC and its Contractors' activities upon or about the ROW shall be subject to the all applicable federal, state, county, and local laws and regulations, including those pertaining to environmental protection and to hazardous or toxic wastes and substances (collectively "Toxic Substances"), including reporting requirements.

7.1 Midwest Fiber Networks LLC and/or its Contractors shall not produce, dispose, transport, treat, use or store any Toxic Substances upon or about the ROW; provided, however, that the following shall not be deemed Toxic Substances if handled and stored in accordance with all applicable laws:

7.1.1 Ordinary gasoline, diesel fuel, or other fuels or lubricants necessary for ordinary use in motor vehicles and ordinary construction machinery permitted upon the ROW. Such materials must be properly and lawfully contained in ordinary quantities in ordinary tanks and receptacles that are permanently installed in such vehicles and machinery, or small portable tanks that are being used for fueling permitted construction machinery.

7.1.2 Electric backup batteries.

7.2 In addition to, and without limitation of any other indemnities or obligations, Midwest Fiber Networks LLC shall pay any damages incurred and indemnify, defend, and hold City harmless against any claims, losses, or liabilities incurred by reason of any Toxic Substance used or disposed by, or any environmental hazard or contamination caused by or attributable to, Midwest Fiber Networks LLC and/or its Contractor(s).

7.3 Midwest Fiber Networks LLC and/or its Contractors shall immediately notify City if any Toxic Substance is used or discovered upon the ROW. Midwest Fiber Networks LLC shall not be responsible for Toxic Substances that may exist in the ROW if Midwest Fiber Networks LLC, its Contractors, and/or any other persons using the ROW on Midwest Fiber Networks LLC behalf under this Agreement did not do any of the following:

7.3.1 Participate in the Toxic Substance coming to the ROW;

7.3.2 Fail to immediately report the Toxic Substance to City;

7.3.3 Knowingly participate in spreading or otherwise disturbing the Toxic Substance; or

7.3.4 Knowingly exacerbate the effects of the Toxic Substance or the difficulty or cost of dealing with the Toxic Substance.

7.4 Midwest Fiber Networks LLC understands the hazards presented to persons, property and the environment by dealing with Toxic Substances. Midwest Fiber Networks LLC acknowledges the possibility that the ROW may contain actual or presumed asbestos and other Toxic Substances containing materials.

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7.5 Within twenty-four (24) hours after any violation by Midwest Fiber Networks LLC and/or by its Contractors of this Agreement pertaining to Toxic Substances, Midwest Fiber Networks LLC shall give City notice reporting such violation.

SECTION 8. On-Cali Assistance

8.1 Midwest Fiber Networks LLC shall be available to staff employees of any City department having jurisdiction over Midwest Fiber Networks LLC activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the installation, operation, maintenance, or removal of its Network. City may contact by telephone the network control center operator at the following phone number 866-831-1661 regarding such problems or complaints, and may use that number in order to reach Midwest Fiber Networks LLC at any time for any emergency matter. Midwest Fiber Networks LLC shall use reasonable efforts to respond to any issues within the time frames specified in its service level agreements. Midwest Fiber Networks LLC shall make arrangements with a local entity to handle any necessary problems or complaints that require a physical presence. In addition, Midwest Fiber Networks LLC will immediately notify City if there is a change in the telephone number listed in this section.

SECTION 9. Mapping Requirement

9.1 Midwest Fiber Networks LLC shall create, and update as appropriate, accurate maps and as-built drawings of its Fiber Optic Cable system, including horizontal and vertical locations of all facilities and equipment located within the ROW ("As-Built Drawings"). Within 90 days following completion of any work pursuant to this Agreement, Midwest Fiber Networks LLC shall furnish copies of the current As-Built Drawings to the City in both hard copy and an electronic format as specified by the City Engineer for compatibility with the City's electronic mapping system. Midwest Fiber Networks LLC shall also maintain precise, up-to-date maps of the overall Fiber Optic Cable system and Route.

SECTION 10. Relocation; Emergency Repairs

10.1 Midwest Fiber Networks LLC shall relocate, at no expense to the City, any Fiber Optic Cable or other encroachment installed or maintained in, on or under any public place or ROW, as may be necessary to facilitate any public purpose or any City or other governmental project whenever directed to do so by City. Such relocations shall be accomplished in accordance with the directions from City and shall be pursuant to the same terms and conditions as the initial installation allowed pursuant to this Agreement and any applicable issued permits. Within ninety (90) days after service of notice by the City, Midwest Fiber Networks LLC shall remove the designated portions of the Facilities, or in the event that, by the nature of the removal such removal cannot be performed within the ninety-day period, Midwest Fiber Networks LLC shall take reasonable steps to remove the Facilities and diligently prosecute the removal to completion, and, if requested, restore the sidewalks and other ROW to a condition comparable to the condition before the construction of the public improvement at no cost and expense to the City.

10.2 If the City needs to perform any part of the necessary relocation or removal work that has not been done within the time required by the City, it shall be entitled to seek payment for such relocation costs by drawing upon the letter of credit or security fund required by this Agreement pursuant to Section 21 or the performance bond pursuant to Section 20.

10.3 The parties acknowledge there may be instances when Midwest Fiber Networks LLC is required to make unscheduled repairs that are of an emergency nature or in connection with an unscheduled disruption of the Facilities.

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Midwest Fiber Networks LLC may apply for annual City permits to cover unplanned maintenance and emergency repairs. In such event, Midwest Fiber Networks LLC shall comply with all terms and conditions of such annual permits, including any requirements to provide notice to the City before or after undertaking unplanned maintenance or emergency repairs.

SECTION 11. Expansion or Extension of the Current Use Area

11.1 Midwest Fiber Networks LLC agrees that any expansions and/or extensions beyond the current Route shall be at all times governed by the terms and conditions of this Agreement.

SECTION 12. Damage to Public Property; Restoration.

12.1 In addition to any indemnity obligation under this Agreement, whenever the installation, use, maintenance, removal, or relocation of any of Midwest Fiber Networks LLC Fiber Optic Cable is required or permitted hereunder, and such installation, removal or relocation damages or disturbs the surface or subsurface of any ROW or public property or any public improvement that may be located thereon, therein, or thereunder, however such damage or disturbance was caused, Midwest Fiber Networks LLC, at its sole cost and expense, shall promptly restore the surface or subsurface of the ROW or public property and/or repair or replace the surface, subsurface and/or public improvement therein, or thereunder, to as good a condition as before the disturbance and in accordance with applicable laws, normal wear and tear excepted, in a manner reasonably satisfactory to the City Engineer or designee. For any pavement cuts made by Midwest Fiber Networks LLC, Midwest Fiber Networks LLC shall be responsible to restore the pavement in a manner reasonably satisfactory to the City Engineer. If Midwest Fiber Networks LLC does not repair any damage or disturbance in accordance with this Section, then the City shall have the option, upon ten (10) business days' prior written notice to Midwest Fiber Networks LLC, to perform or cause to be performed all reasonable and necessary work on behalf of Midwest Fiber Networks LLC and to charge Midwest Fiber Networks LLC for the proposed costs to be incurred or the actual costs incurred by the City at City's standard rates.

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12.2 Notwithstanding the notice provision above, in the event of a public emergency, the City shall have the right to immediately perform, without prior written notice to Midwest Fiber Networks LLC, such reasonable and necessary work on behalf of Midwest Fiber Networks LLC to repair and return public property to a safe and satisfactory condition in accordance with applicable laws, normal wear and tear excepted, in a manner reasonably satisfactory to the City Engineer or designee. The City shall provide written notice to Midwest Fiber Networks LLC of the repairs as soon as practicable.

12.3 Upon the receipt of any demand for payment by City in accordance with this Agreement, Midwest Fiber Networks LLC shall, within thirty (30) days, reimburse City for such costs. If Midwest Fiber Networks LLC fails to pay any amounts owed to the City by the date due, then Midwest Fiber Networks LLC shall incur interest on the amounts owed at the rate of one percent (1 ^{0}/0) per month.

SECTION 13. Reserved

SECTION 14. Public Safety/Public Emergency

14.1 If any of Midwest Fiber Networks LLC Fiber Optic Cable or activities present any immediate hazard or impediment to the public, to the City, to other City improvements or activities within or outside of the Route,

or to City's ability to safely and conveniently operate the ROW or perform City' s utility, public safety and/or other public health, safety and welfare functions, then Midwest Fiber Networks LLC shall immediately remedy the hazard, comply with City's request to secure the route area, and otherwise cooperate with City at no expense to City to remove any such hazard or impediment.

14.2 In the event of a public emergency as determined by the City, neither the City nor any agent, contractor or employee of the City shall be liable to Midwest Fiber Networks LLC or its Contractors or its customers or other third parties for any harm so caused to them by the reasonable actions of the City or its agents, contractors or employees in reasonably responding (including severing, disrupting, removing, tearing out, digging up or otherwise damaging or destroying the Fiber Optic Cable) to such public emergency. When practical and if possible, City will consult with Midwest Fiber Networks LLC in advance to assess the necessity of such actions and to minimize, to the extent practical under the circumstances, damage to and disruption of either the public property involved or the Fiber Optic Cable involved. Midwest Fiber Networks LLC will be responsible for repair at its sole expense of any of its Facilities damaged pursuant to any such action taken by City related to the public emergency.

SECTION 15. Effective Date and Validity of Agreement

15.1 This Agreement is effective upon the date of its approval and execution by both parties ("Effective Date").

15.2 Both parties were represented throughout the negotiations of this Agreement by their own attorneys and had the opportunity to consult with their own attorneys about their rights and obligations regarding this Agreement. This Agreement shall be construed without regard to the party responsible for its drafting. Additionally, Midwest Fiber Networks LLC acknowledges and accepts the right and authority of City to execute this Agreement and to enforce the terms herein.

SECTION 16. Term

16.1 This Agreement shall continue in force for a period of twenty (20) years after the Effective Date unless sooner terminated as provided in this Agreement. Nothing in this Agreement shall be construed to grant any automatic extension, renewal, or replacement hereof.

SECTION 17. Reserved.

SECTION 18. Reserved

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SECTION 19. Taxes

19.1 Midwest Fiber Networks LLC shall pay all applicable local, state, and federal taxes that apply to the Fiber Optic Cables, Midwest Fiber Networks LLC use of the ROW, and any of Midwest Fiber Networks LLC operations or facilities relating to this Agreement in the manner required by law.

SECTION 20. Performance Security.

20.1 Prior to receiving any permit to construct, install, maintain or perform any work on the ROW or other public property, Midwest Fiber Networks LLC shall establish a security fund with the City to secure performance of the permitted work (the "Performance Security"). The Performance Security shall be in the form of a surety bond or unconditional letter of credit in a form acceptable to the City and meeting the minimum requirements and amounts set forth in Section 427-10 of the City Code, as may be amended from time to time. The Performance Security shall be held and may be drawn upon by the City, and shall be maintained and replenished as necessary by Midwest Fiber Networks LLC, all in accordance with Section 427-10 of the City Code, as amended from time to time.

SECTION 21. Reserved.

SECTION 22. Insurance

22.1 Midwest Fiber Networks LLC shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain insurance that complies in all respects with Section 427-8 of the City Code, as may be amended from time to time.

22.2 Upon execution of this Agreement, Midwest Fiber Networks LLC shall furnish to City certificates of insurance issued by Midwest Fiber Networks LLC agent or broker as evidence that policies providing the required coverages, conditions, and limits required by this Agreement and Section 427-8 of the City Code are in full force and effect, which certificates shall be in a form acceptable to the City.

22.3 Upon request, City shall have the right to review, within ten (10) business days following such request, certified copies of any or all of the herein required insurance policies and/or endorsements. Such policies shall be made available for review in McHenry County, Illinois. City shall not be obligated, however, to review same or to advise Midwest Fiber Networks LLC of any deficiencies in such policies and endorsements, and such receipt shall not relieve Midwest Fiber Networks LLC from, or be deemed a waiver of City's right to insist on, strict fulfillment of Midwest Fiber Networks LLC obligations under this Agreement.

22.4 Copies of the certificates of insurance, policies, and any notices required or permitted to be given under this Section 22 shall be sent to:

City of Crystal Lake
Attn: Risk Management
100 W. Woodstock Street
Crystal Lake, IL 60014

With a Copy to:
City of Crystal Lake
Attn: City Engineer
100 W. Woodstock Street
Crystal Lake, IL 60014

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SECTION 23. Indemnity.

23.1 Midwest Fiber Networks LLC acknowledges that it is responsible and liable for any and all claims that may arise relating to its Fiber Optic Cable within the public ROW, its use of the ROW and its exercise of its rights under this Agreement directly or through its Contractor(s). To the fullest extent permitted by law, Midwest Fiber Networks LLC, shall defend, indemnify and hold harmless the City, and its officials and officers, employees, agents, representatives, and attorneys, individually and collectively, from and against any and all losses, claims, damages, suits, actions, payments, judgments, demands, injuries, expenses, and costs, including but not limited to, reasonable attorney's fees incurred through all appeals (collectively "Claims") arising out of, resulting from, or alleged to have arisen or resulted from the negligent, careless, or wrongful acts, errors, mistakes, omissions, or misconduct of Midwest Fiber Networks LLC or its affiliates, employees, agents, representatives, Contractors, or subcontractors in or relating to Midwest Fiber Networks LLC performance of this Agreement including its construction, maintenance, or operation of the Fiber Optic Cables or other facilities; occupancy or use of the ROW or other public property; or providing or offering service over such facilities, whether such actions or omissions are expressly authorized, allowed, or prohibited by this Agreement or the City Code; provided, however, that Midwest Fiber Networks LLC indemnity and defense obligations hereunder shall not apply to any Claims arising out of or resulting solely from the City's negligence, misconduct, or breach of this Agreement. This defense and indemnification requirement includes any Claims or amounts arising or recovered under worker's compensation laws or any other law, bylaw, or ordinance, order or decree related to any failure on the part of Midwest Fiber Networks LLC, its agents, employees or representatives to fulfill Midwest Fiber Networks LLC obligations under this Agreement, whether resolution of the above Claim(s) proceeds to judgment or not. The provisions of this Section shall survive termination of this Agreement. This Section applies even if the party seeking damages makes a claim against the City or brings a claim against the City based on vicarious liability or non delegable duty.

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23.2 The provisions of Section 23 shall not be dependent or conditioned upon the validity of this Agreement, but shall be and remain a binding right and obligation of the City and Midwest Fiber Networks LLC even if part or all of this Agreement is declared null and void in a legal or administrative proceeding, and such obligation shall survive the expiration or termination of this Agreement. It is the intent of Midwest Fiber Networks LLC and the City upon the effective date of this Agreement that this Section serves as a declaration and shall be a binding obligation of and inure to the benefit of Midwest Fiber Networks LLC and the City and their respective successors and assigns, if any. Any failure by Midwest Fiber Networks LLC to fulfill its obligations under this Section 23 shall be considered a material breach of this Agreement.

23.3 The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this Section.

23.4 To the extent any provision of this Section is not fully enforceable against Midwest Fiber Networks LLC for any reason whatsoever, this Section shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law.

SECTION 24. Limitation of Liability

24.1 The City and its officers, agents, elected or appointed officials, employees, departments, boards and commissions, shall not be liable to Midwest Fiber Networks LLC or to its affiliates or customers for any interference with or disruption in the operations of Midwest Fiber Networks LLC Fiber Optic Cable or the provision of services, or for any damages arising out of or materially related to Midwest Fiber Networks LLC use of the ROW, except to the extent of intentional misconduct or gross negligence on the part of the City its officers, agents, elected or appointed officials, employees, departments, boards and commissions.

24.2 Midwest Fiber Networks LLC also agrees that it shall have no recourse whatsoever against the City or its officials, boards, commissions, agents or employees for any loss, costs, expense or damages arising out of or materially related to any provision or requirement of the City because of the enforcement of this Agreement.

24.3 Midwest Fiber Networks LLC shall assume the risk of, and hereby relinquishes any claim against the City in connection with any final, non-appealable determination by a court of competent jurisdiction that the City lacked the current statutory authority under Illinois law to issue this Agreement.

SECTION 25. Transferability of Agreement

25.1 This Agreement is personal to Midwest Fiber Networks LLC and therefore the rights, privileges and Authorization granted herein shall not be sold, sublet, assigned, conveyed or otherwise transferred, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, sold, conveyed or otherwise transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, except Midwest Fiber Networks LLC, either by act of Midwest Fiber Networks LLC or operation of law, without the express written consent of the City, which consent shall not be unreasonably withheld or delayed. Prior to any proposed transfer of any kind becoming final, Midwest Fiber Networks LLC shall seek the consent of the City to the proposed transfer. Approval by the City to a transfer does not constitute a waiver or release of any of the rights of the City under the Crystal Lake City Code or this Agreement, whether arising before or after the date of transfer.

25.2 The assignee or transferee as approved by the City shall be equally subject to all the obligations and privileges of this Agreement, including any amendments, which will remain in full effect, as if the assignee or transferee were the original Permittee.

25.3 Any transfer without City's consent shall be void and shall not result in the transferee obtaining any rights or interests in, under or related to this Agreement or any City permit, nor relieve Midwest Fiber Networks LLC of its obligations hereunder. City may, in its sole discretion and in addition to all other lawful remedies available to City under this Agreement or otherwise, and in any combination, terminate this Agreement, collect any fees owed from Midwest Fiber Networks LLC and/or declare the transfer to be void, all without prejudicing any other right or remedy of City under this Agreement. No cure or grace periods shall apply to transfers or assignments prohibited by this Agreement or to enforcement of any provision of this Agreement against an assignee who did not receive City's consent.

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SECTION 26. No Third Party Beneficiaries

26.1 No person or entity shall be a third party beneficiary to this Agreement or shall have any right or cause of action hereunder. City shall have no liability to third parties for any approval of plans, _Midwest Fiber Networks LLC construction of improvements, Midwest Fiber Networks LLC negligence, Midwest Fiber Networks LLC failure to comply with the provisions of this Agreement (including any absence or inadequacy of insurance required to be carried by Midwest Fiber Networks LLC), or otherwise as a result of the existence of this Agreement.

SECTION 27. Penalties for Violation of Terms

27.1 In the event that Midwest Fiber Networks LLC breaches this Agreement, the City may pursue any remedy at law or equity and may withhold any City permits or authorizations until Midwest Fiber Networks LLC cures such breach.

27.2 Such remedies are cumulative and may be pursued in the alternative.

SECTION 28. Revocation/Termination

28.1. Any permit granted pursuant to or in accordance with this Agreement may be revoked and/or terminated prior to its date of expiration as provided in the City Code or for any of the following additional reasons:

28.1.1. Midwest Fiber Networks LLC fails to comply with the material terms and conditions of this Agreement or applicable law, including but not limited to failing to maintain any insurance, security fund, and/or performance security and fails to correct the same after notice and opportunity to cure.

28.1.2. Midwest Fiber Networks LLC fails to make any payment in the amounts and at the time specified in this Agreement after the appropriate notice.

28.1.3. Midwest Fiber Networks LLC ceases doing business in the City.

28.1.4. Midwest Fiber Networks LLC fails to provide current, accurate As-Built Drawings or maps showing the location of all Fiber Optic Cables installed or constructed in the City.

28.1.5. Midwest Fiber Networks LLC is or becomes insolvent or is a party to a voluntary or involuntary bankruptcy, reorganization, or receivership case or proceeding, makes an assignment for the benefit of creditors, is subject to other actions by creditors that, in the reasonable, good faith opinion of the City, threaten the financial viability of Midwest Fiber Networks LLC as a going concern, or if there is any similar action that affects Midwest Fiber Networks LLC capability to perform its obligations under this Agreement.

28.1.6. Midwest Fiber Networks LLC fails to obtain or maintain any licenses, permits, or other governmental approvals or to timely pay any applicable taxes pertaining to the Fiber Optic Cables or Midwest Fiber Networks LLC use or occupancy of the ROW.

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28.1.7. A court has issued an injunction that in any way prevents or restrains Midwest Fiber Networks LLC use of any portion of the ROW and remains in force for a period of at least thirty (30) consecutive days.

28.1.8. Midwest Fiber Networks LLC is unable to use any substantial portion of the ROW for a period of thirty (30) consecutive days due to the enactment or enforcement of any law or regulation or because of fire, flood, or other natural disaster or similar casualty.

28.2. If the City determines that Midwest Fiber Networks LLC is in material breach of any requirement, term, or provision of this Agreement, the City shall send written notice to Midwest Fiber Networks LLC identifying such breach or defect in performance, and Midwest Fiber Networks LLC shall have sixty (60) days in which to cure such breach or defect. If Midwest Fiber Networks LLC fails to cure the breach or defect in performance within such 60-day period, the City may immediately terminate this Agreement upon written notice to Midwest Fiber Networks LLC and pursue any other remedies available pursuant to this Agreement or in law or equity.

28.3 Notwithstanding the notice-and-cure period provided by Section 28.2, the City may terminate this Agreement immediately upon notice to Midwest Fiber Networks LLC (without opportunity to cure) if Midwest Fiber Networks LLC is in breach of the Agreement: (i) as a result of intentional misconduct or violation of criminal law, (ii) as part of a pattern of repeated and persistent breaches for which Midwest Fiber Networks LLC has previously received notice and opportunity to cure; or (iii) in a manner that poses an immediate threat to public health, safety, or welfare as determined by the City,

28.4 Midwest Fiber Networks LLC may terminate this Agreement at any time during its term by providing the City with ninety (90) days' written notice and provided that Midwest Fiber Networks LLC remove all of its Fiber Optic Cables and related facilities from public property and the ROW in a manner satisfactory to the City Engineer, unless the City agrees in writing to allow Midwest Fiber Networks LLC to abandon part or all of its facilities in place. If the City agrees to allow Midwest Fiber Networks LLC to abandon its Facilities in place, the ownership of such Facilities, including everything permitted by City to be abandoned in place, shall transfer to City, and Midwest Fiber Networks LLC shall cooperate to execute any documents necessary to accomplish such transfer within thirty (30) days of such allowance of abandonment.

Draft

SECTION 29. Reserved.

SECTION 30. Notice

30.1 All notices, which shall or may be given pursuant to this Agreement, shall be in writing and transmitted through the U.S. certified or registered mail, postage prepaid, by means of prepaid private delivery systems, or by facsimile transmission showing a valid delivery receipt if a hard copy of the same is followed by delivery through the U.S. mail or by private delivery systems, addressed as follows:

City of Crystal Lake
City Engineer
100 W. Woodstock Street

Crystal Lake, IL 60014
Phone: (815) 459-2020
Fax: (815) 479-1647

With copy to:

City of Crystal Lake
City Manager
100 W. Woodstock Street
Crystal Lake, IL 60014
Phone: (815) 459-2020
Fax: (815) 459-3780

_____

With copy to (except for invoices):

_____
Attn:

30.2 Notices shall be deemed sufficiently given and served upon the other party if delivered by facsimile transmission (provided with respect to facsimile that such transmissions are received on a business day during normal business hours), the first business day after deposit if sent by private overnight delivery service, and the fifth business day after deposit in U.S. Mail.

30.3 Either party may from time to time designate any other address for this purpose by written notice to the other party in the manner set forth above.

30.4 Midwest Fiber Networks LLC shall notify the City within ten (10) business days of any change in mailing address.

SECTION 31. Governing Law

31.1 It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Illinois, both as to interpretation and performance, without giving effect to its principles of conflicts of laws. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the federal or state courts located within or within the jurisdiction of McHenry County, Illinois.

SECTION 32. Partial Invalidity

32.1 If any section, paragraph, subdivision, clause, phrase or provision of this Agreement shall be adjudged invalid or unenforceable, or is preempted by federal or state laws or regulations, the same shall not affect the validity of this Agreement as a whole or any part of the provisions of this Agreement other than the part adjudged to be invalid, unenforceable or preempted.

SECTION 33. No Warranty

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33.1 The issuance of any permit or other authorization by the City pursuant to this Agreement is not a representation or warranty, nor shall the City be liable for any damages or injuries that may be sustained as a result of its issuance of any such permit or authorization. Midwest Fiber Networks LLC acknowledges and agrees that the City does not warrant the condition or safety or its ROW or the premises surrounding the same, and Midwest Fiber Networks LLC hereby assumes all risks or any damage, injury or loss of any nature whatsoever caused by or in connection with the use of any City ROW subject to the provisions of this agreement.

SECTION 34. Non-Waiver

34.1 Midwest Fiber Networks LLC shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

SECTION 35. Remedies Not Exclusive

35.1 The remedies set forth in this Agreement are not exclusive. Election of one remedy, including assessment of liquidated damages, does not preclude the use of other remedies.

SECTION 36. Force Majeure

36.1 With respect to any provision of this Agreement, the violation or non-compliance of which could result in the imposition of a financial penalty, liquidated damages, forfeiture or other sanction upon Midwest Fiber Networks LLC, such violation or non-compliance shall be excused where such violation or non- compliance is the result of acts of God, war, terrorist attack, civil disturbance, strike or other labor unrest, or other events, the occurrence of which was not reasonably foreseeable by Midwest Fiber Networks LLC and is beyond its reasonable control.

SECTION 37. Survival of Liability

37.1 All warranties and indemnity obligations of Midwest Fiber Networks LLC as provided in this Agreement shall survive termination of this Agreement.

SECTION 38. Complete Agreement

38.1 This Agreement, including any Exhibits which are attached hereto and hereby incorporated into this Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements whether written or oral. This Agreement cannot be modified or amended except in writing signed by both parties.

This Agreement executed this _____ day of _____, 20__.

Draft

City of Crystal Lake
An Illinois Municipal Corporation

Operations

ATTEST:

By:
City Clerk

By:
Eric Helm, City Manager

City Attorney

By: Gino Esposito
Gino Esposito, Midwest Fiber Networks LLC

Title: Midwest Fiber Networks OSP Project Manager

APPROVED AS TO FORM:

Attachment A — Route Map within Crystal Lake, IL
Attachment B —Insurance Certificate

Before me, the undersigned Notary Public, on this day personally appeared, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be a
, a Corporation, who acknowledged this Acceptance as the free and voluntary act of said corporation for the purposes and consideration therein expressed.

Given under my hand and seal of office this_____day of_____ , 20___, at _____.

{SEAL}

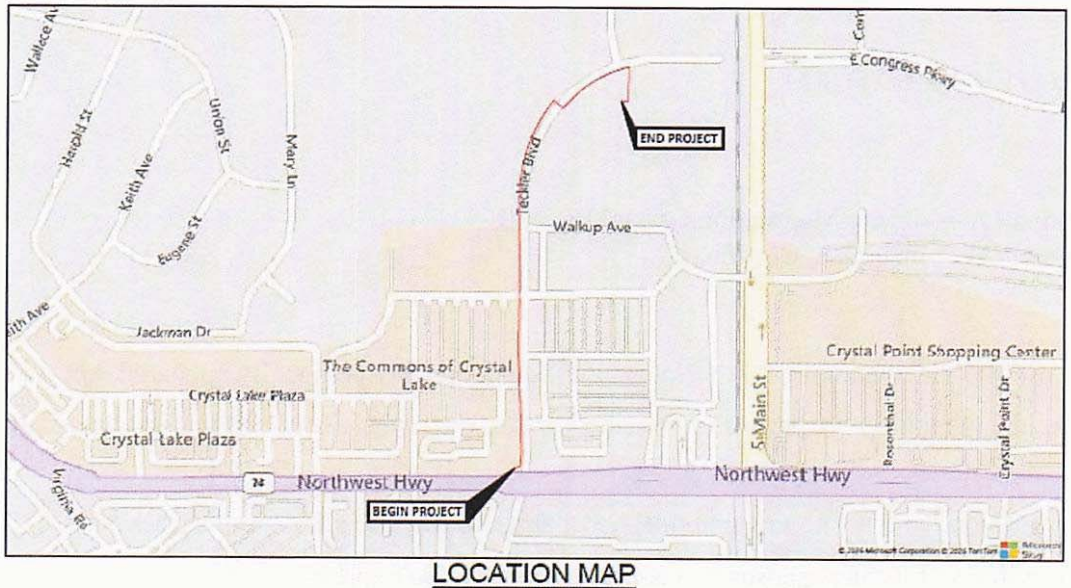
Notary Public

Printed Name:_____

My Commission Expires:

Draft

ATTACHMENT A



LOCATION MAP
NOT TO SCALE

ATTACHMENT B
Provide Insurance Certificate

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/6/2026

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

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

PRODUCER UNICO Group 1128 Lincoln Mall, Suite 200 Lincoln, NE 68508	CONTACT NAME: Alyssa Allen PHONE (A/C, No, Ext): (402) 434-7200 FAX (A/C, No): E-MAIL ADDRESS: aallen@unitelinsurance.com
INSURED Midwest Fiber Networks 6070 North Flint Road Milwaukee, WI 53209	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Union Insurance — 25844 INSURER B : Continental Western Insurance Company — 10804 INSURER C : Certain Underwriters at Lloyd's — AA-1126006 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER: 1791315158891** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	Y		RUP3342528-20	2/1/2026	2/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 300,000 10,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y		RUP3342528-20	2/1/2026	2/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			RUP3342528-20	2/1/2026	2/1/2027	EACH OCCURRENCE AGGREGATE	$ $	10,000,000 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCA3342529-20	2/1/2026	2/1/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
B	Leased/rented equipment			RUP3342528-20	2/1/2026	2/1/2027	Limit		100,000
C	Pollution Liability			CPLI02240001	2/1/2026	2/1/2027	Limit		5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Crystal Lake and its elected and appointed officers, officials, agents, and employees are listed as additional insureds regarding General Liability Auto Liability. XCU coverages are included. A 30-day Notice of Cancellation applies. Umbrella is follow-form.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Agenda Item No: 16

City Council
Agenda Supplement

Meeting Date: October 20, 2026

Item: Houston-Galveston Area Council (HGAC) Consortium Cooperative Purchasing Program - Purchase of one (1) Pierce Velocity 100' Ascendant Mid-Mount Tower Ladder Truck

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute a purchase agreement with MacQueen Equipment LLC for one (1) Pierce Velocity 100' Ascendant Tower in the amount of $2,584,000.00, with a 5% contingency for unforeseen expenses, through the Houston-Galveston Area Council (HGAC) Consortium Cooperative Purchasing Program

Staff Contact: Craig Snyder, Fire Rescue Chief
Matt Farmer, Director of Public Works and Engineering

Background:
The Crystal Lake Fire Rescue Department has identified the need for a new mid-mount tower ladder as part of its long-term capital apparatus replacement plan. The Department's current E-One 100-foot aerial truck was purchased in 2012 and has served in front-line capacity for approximately 14 years. The timeline to build the new Tower Ladder truck is approximately 4 years, putting our current ladder truck at 18 years old at the time of delivery of the replacement truck. Tower Ladder Truck 381 is a specialty, one-of-a-kind vehicle, which is used for rescue from elevated and difficult-to-reach locations, ventilation of structure fires, and elevated large-volume water streams. In addition to the age and accumulated service of the existing apparatus, modern operational needs require updated capabilities, improved safety systems, and compliance with current NFPA standards, establishing the need to seek the purchase of a new front-line truck.

Houston-Galveston Area Council (HGAC) Consortium Cooperative Purchasing Program is a government-to-government procurement service that helps reduce operating equipment costs. This service is available to local government entities and qualifying non-profit corporations. All contracts available to participating members of HGACBuy have been awarded by virtue of a public competitive procurement process compliant with state statutes. MacQueen Emergency, the parent company of Pierce, quoted $2,584,000.00, the negotiated price through HGAC. The City of Crystal

Lake also utilized HGAC contract pricing with McQueen in the purchase of two Pierce Pumper Engines in 2024.

MacQueen Equipment LLC submitted a proposal to HGAC, offering a, **Pierce Velocity 100' Ascendant Tower**, manufactured in Appleton, Wisconsin, for $2,584,000; with a 5% contingency for unforeseen expenses. The apparatus meets all required NFPA, DOT, and EPA specifications, including:

- 100' Ascendant Mid-mount Tower
- Velocity Chassis
- Tak-4 T3 Independent Rear Suspension and Steering System
- Waterous 2000 GPM single-stage pump
- 300-gallon water tank
- Full NFPA 1900 compliance
- Advanced safety and electronics systems

Acquiring the new mid-mount tower ladder truck will:

- Replace an ageing apparatus at the end of its reliable service life
- Improve emergency response capabilities, especially for multi-story structures and reduced turning radii on streets
- Enhance firefighter safety and operational efficiency
- Ensure compliance with evolving NFPA, DOT, and EPA regulatory requirements
- Fleet Services recommends this apparatus for reliability and maintenance expectations

The estimated delivery date will be 2029 or 2030 based on build time.

The Pierce ladder tower is a unique build that is only offered by McQueen Equipment. This apparatus has a mechanical rear-steer, allowing the apparatus's turning radius to mimic that of an engine or a rescue vehicle. This reduced turning radius allows the tower ladder truck to maneuver into areas that other tower ladder trucks, including our current truck, cannot. The Pierce Tower Mid-Mount also has a unique feature that allows the ladder to rest in a more compact position when bedded on the apparatus, reducing any overhang of the ladder to the front or the rear of the truck. The final feature available only on this apparatus allows the apparatus to lower the bucket on the ladder below grade at a steeper angle than any other tower ladder on the market. This feature allows crews to not only affect a rescue high above grade, but to also affect a rescue several degrees below grade.

The 5% contingency would be available to cover any additional expenses that may occur during any final build design changes such as compartment reconfiguration to allow for certain tools or equipment to fit, or any updates or advances that may occur during the 4-year wait and build time.

Once the new Pierce Tower Mid-Mount Truck is received and in service, City staff will evaluate the value of the existing ladder truck for sale or as a reserve truck.

Recommendation:

Staff recommends approval of the Resolution authorizing the City Manager to execute the purchase agreement with MacQueen Equipment LLC for the Pierce Velocity 100' Ascendant Tower in the amount of $2,584,000.00, with a 5% contingency for unforeseen expenses, through the Houston-Galveston Area Council (HGAC) Consortium Cooperative Purchasing Program.

Due to the long lead times for delivery, staff's recommendation is to order one ladder truck now with the anticipated delivery of 2029-2030, and sufficient funds will be made available at that time.

Votes Required to Pass:

Simple majority.



RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager be and is hereby authorized and directed to execute the purchase agreement with MacQueen Equipment LLC for the Pierce Velocity 100' Ascendant Tower from in the amount of $2,584,000.00, with a 5% contingency for unforeseen expenses, through the Houston-Galveston Area Council (HGAC) Consortium Cooperative Purchasing Program.

DATED this 20th day of October, 2026

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:_____
MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: October 20, 2026
APPROVED: October 20, 2026

Draft

September 16, 2026

Battalion Chief Jim Sustek
City of Crystal Lake
100 W Municipal Complex
Crystal Lake, IL 60039

Subject: **Proposal for one (1) Pierce Velocity 100' Ascendant Tower**
Proposal / Bid 1258

Dear Battalion Chief Sustek,

With regard to the above subject, please find attached our completed proposal. Pricing, is as follows, including 100% prepay option.

Pricing Summary:

Sale Price – **$2,584,000.00***
Houston-Galveston Area Council (HGAC) Consortium Pricing.

100% Performance Bond:

Should the City of Crystal Lake elect to have us provide a Performance Bond, $7,607.00 will need to be added to the above sale price.

100% Prepayment Option:

Should the City of Crystal Lake elect to make a 100% prepayment at contract signing, a discount of ($240,437.00) can be subtracted from the above "Sale Price" resulting in a revised contract price of **$2,343,563.00 OR $2,351,170.00 with Performance Bond**.

Terms and Conditions:

Taxes – Not Applicable

Freight – F.O.B. – Appleton, WI / Shipping to Crystal Lake, IL

Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI). Net due at Contract signing for **Prepay discount** to be applicable.

Delivery* – 47 - 50 months from receipt and acceptance of contract.

**Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.*

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Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

Various state or federal regulation agencies (e.g., NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. Any future drive train upgrades (engine, transmission, axles, etc.) or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. The Company reserves the right to update pricing in response to manufacturer-imposed increases as a result of PPI inflation. The Company will document and itemize any such price increase for the Customer's review and approval before proceeding. Should the customer choose not to accept the pricing update, the customer has the ability to cancel without penalty.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid **until October 30, 2026**. *After October 30, 2026 Sale Price will increase to estimated $2,610,000.00*

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 630-973-9081 or dan.rudnicki@macqueengroup.com .

We wish to thank the City of Crystal Lake for the opportunity to submit our proposal.

Respectfully,

Dan Rudnicki

Dan Rudnicki
Apparatus Sales
MacQueen Equipment LLC
DBA MacQueen

Draft

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between MacQueen Equipment, LLC, as a Delaware limited liability company DBA MacQueen Emergency ("MacQueen"), and City of Crystal Lake, (customer) is effective as of the date specified in Section 3 hereof.

1. Definitions

a. "Product" means the fire apparatus and any associated equipment furnished for the Customer by MacQueen, pursuant to the specifications.

b. "Specifications" means the general specifications, technical specifications, orientation, and testing requirements for the Product contained in the MacQueen Proposal for the Product prepared in response to the Customer's request for proposal.

c. "MacQueen Proposal" means the proposal provided by MacQueen attached as Exhibit C prepared in response to the Customer's request for proposal.

d. "Delivery" means the date MacQueen is prepared to make physical possession of the Product available to the Customer.

2. Purpose

This Agreement sets forth the terms and conditions of MacQueen's sale of the Product to the Customer.

3. Term of Agreement

This Agreement will become effective on the date it is signed and approved by MacQueen's authorized representative pursuant to Section 22 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment

The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of $2,584,000.00 ("Purchase Price"). Prices are in US Funds.

NOTE: Upon final inspection at the factory for pick-up or delivery, the customer will need to supply a "Certificate of Insurance" and "FULL PAYMENT" prior to release of the vehicle, unless prior arrangements for vehicle's release have been made.

5. Future Changes

Various state or federal regulation agencies (e.g., NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. Any future drive train upgrades (engine, transmission, axles, etc.) or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over and above 5.0% for each year or fractional year between the Order Month and the Evaluation Month. The Company will document and itemize any such price increase for the Customer's review and approval before proceeding. Should the customer choose not to accept the pricing update, the customer has the ability to cancel without penalty or cancellation fee.

6. Agreement Changes

The Customer may request that MacQueen incorporate a change to the Products or the Specifications for the Products by delivering a change order to MacQueen; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit MacQueen to evaluate the feasibility of such change ("Change Order"). Within seven (7) business days of receipt of a Change Order, MacQueen will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the

Draft

Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. MacQueen shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by MacQueen's authorized representative. Only the listed customer person(s) specified on Exhibit A may be able to authorize and sign the Change Order.

7. Cancellation/Termination

In the event this Agreement is cancelled or terminated by the Customer before completion, with the exception of the Customer's right to cancel due to PPI inflation as outlined in Section 5 of this Agreement, MacQueen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by MacQueen; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. MacQueen endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by MacQueen upon sale of the Product to another purchaser, plus any costs incurred by MacQueen to conduct any such sale.

8. Delivery, Inspection, and Acceptance

a. Delivery

Delivery of the Product is approximately **47-50 months** of the Effective Date of this Agreement. Risk of loss shall pass to Customer upon Delivery. Delivery shall be made and title documentation shall pass upon Customer's complete fulfillment of its obligations arising under Section 4 hereof. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

b. Inspection and Acceptance

Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish MacQueen with written notice sufficient to permit MacQueen to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by MacQueen within thirty (30) days from the Notice of Defect. In the event MacQueen does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. Notice

Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

MacQueen Equipment, LLC
1125 7th Street East
St. Paul, MN 55106

City of Crystal Lake
Battalion Chief Jim Sustek
100 W Municipal Complex
Crystal Lake, IL 60039

10. Standard Warranty

The equipment sold herein will be manufactured by Pierce Manufacturing, Inc. and any warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Pierce's authorized representative and MacQueen.

a. Disclaimer

Other than as expressly set forth in this agreement, neither Pierce, its Parent Company, Affiliates, Subsidiaries, Licensors, suppliers, distributors, dealers, including without limitation, MacQueen, or other respective officers,

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directors, employees, shareholders, agents or representatives, make any express or implied warranties with respect to the products provided hereunder or otherwise regarding this agreement, whether oral or written, express, implied or statutory. Without limiting the foregoing, any implied warranty against infringement, and the implied warranty of condition of fitness for a particular purpose are expressly excluded and disclaimed. Statements made by sales representatives or in promotional materials do not constitute warranties.

b. Exclusions of Incidental and Consequential Damages
In no event shall MacQueen be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from MacQueen's own negligence, or otherwise.

11. Insurance
MacQueen maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:
Products/Completed Operations Aggregate: $ 2,000,000
Each Occurrence: $ 2,000,000

Umbrella/Excess Liability Insurance:
Aggregate: $ 5,000,000
Each Occurrence: $ 5,000,000

The Customer may request MacQueen to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above.

12. Indemnity
The Customer shall indemnify, defend and hold harmless MacQueen, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by MacQueen which are not caused by the sole negligence of MacQueen or Pierce.

13. Force Majeure
MacQueen shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond MacQueen's control which make MacQueen's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

14. Default
The occurrence of one or more of the following shall constitute a default under this Agreement:

(a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; **(b)** MacQueen fails to perform any of its obligations under this Agreement; **(c)** either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; **(d)** any representation made by either party to induce the other to enter into this Agreement is false in any material respect; **(e)** the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or **(f)** the Customer is in default or has breached any other contract or agreement with MacQueen.

15. Relationship of Parties
Neither party is a partner, employee, agent, or joint venture of or with the other.

16. Assignment
Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written

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approval of the other party.

17. **Governing Law; Jurisdiction**
Without regard to any conflict of law's provisions, this Agreement is to be governed by and under the laws of the state of Minnesota.

18. **Facsimile & Electronic Verified Signatures**
The delivery of signatures to this Agreement by facsimile transmission and/or electronic verified shall be binding as original signatures.

19. **Entire Agreement**
This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by MacQueen's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by MacQueen's authorized representative.

20. **Conflict**
In the event of a conflict between the Customer Specifications and the MacQueen Proposal, the MacQueen Proposal shall control.

21. **Additional Orders**
Company, at its sole discretion, will allow the terms of this contract to be extended to both the Customer, as well as to other Municipal, State, or Federal agencies for similar unit(s). Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, Company will quote the original price plus manufacturer's price increases or Producer's Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/or commercial heavy truck industries. Additionally, any regulatory changes (NFPA, EPA, Engine Emissions, FMVSS, etc.) will also have to be added to the price as they become applicable. Change orders to the original specification will need to be authorized, signed, and accepted by Company. Any entity using this tag-on/additional orders program will be required to sign a new contract commencing the relationship. Additionally, if required by the Purchaser, any new tag-on / additional orders that require a "separate" Performance bond will be separately priced. This contract, including its appendices, embodies the entire agreement between the parties relating to the subject matter contained herein and merges all prior discussions and agreements. No agent or representative of Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing and executed by an authorized representative of each of the parties hereto. No surety of any performance bond given by Company to the Customer in connection with this Agreement shall be liable for any obligation of Company arising under the Standard Applicable Warranty.

22. **Signatures**
This Agreement is not effective unless and until it is approved, signed and dated by MacQueen's authorized representative.

Accepted and Agreed to:

MACQUEEN EQUIPMENT, LLC	**CITY OF CRYSTAL LAKE**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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EXHIBIT A – PURCHASE PAYMENT TERMS & CONDITIONS

MacQueen Equipment, LLC
1125 7th Street East
St. Paul, MN 55106

Customer Name City of Crystal Lake **Date** September 16, 2026

Quantity	Chassis Type	Body Type	Contract Price per Unit
1	Velocity	100' Ascendant Tower	$2,584,000.00*

Houston-Galveston Area Council (HGAC) Consortium Pricing.

PERFORMANCE BOND OPTION:

If a Performance Bond is required add $7,607.00 to the contract price. *Initial here to accept*: _____.

100% PREPAYMENT OPTION: DUE AT CONTRACT SIGNING TO BE APPLICABLE.

If 100% prepayment is made with contract, deduct $240,437.00 from contract price.
Payment due with contract is $2,343,563.00 OR $2,351,170.00 with Performance Bond.
***Initial here to accept*: _____.**

Only the below listed person(s) are authorized to make changes to product specifications on behalf of the Customer.

Name	Title

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Company available options, including chassis models. Any addition or deletion may affect the unit price.

"PAYMENT TERMS" 100% of contract price or any balance is due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI).

"TAXES" Federal, State, and Local Taxes are not included in the contract price.

"LATE PAYMENT" A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first thirty (30) days. The late fee increases to .044% per day until the payment is received.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to MacQueen.] All taxes, excises and levies that MacQueen may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by MacQueen to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent (1.5%) per month or such lesser amount permitted by law. MacQueen will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that MacQueen substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. MacQueen shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by MacQueen or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to MacQueen, MacQueen shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Minnesota.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF September 16, 2026 BETWEEN MACQUEEN AND City of Crystal Lake (customer) WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY MACQUEEN HEREIN.

Is Customer Name and Address listed on page 2 to be used on Certificate of Origin (CO)? ☐ Yes ☐ No
If not, please provide correct name and address to be listed on CO. _____
_____

Is there a lienholder? ☐ Yes ☐ No
If yes, please provide lienholder Name & Address. _____
_____

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EXHIBIT B – PROPOSAL OPTION LIST WITH WARRANTIES

SEE ATTACHED PROPOSAL OPTION LIST Bid Number 1258 Dated 9/16/2026 FOR ALL APPLICABLE OPTIONS AND WARRANTIES APPROVED WITH CONTRACT.

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Option List

9/16/2026

Customer:	Crystal Lake Fire Dept. City of	Bid Number:	1258
Representative	Rudnicki, Dan	Job Number:	
Organization:	MacQueen Emergency Group	Number of Units:	1
Requirements Manager:		Bid Date:	07/02/2026
Description:	Crystal Lake Midmount	Stock Number:	
Body:	Aerial, 100AAT, Alum Body	Price Level:	55 (Current: 55)
Chassis:	Velocity Chassis, 100AAT	Lane:	Lane 1

Line	Option	Type	Option Description	Qty
1	0010012		No Boiler Plates requested	1
2	0018180		Single Source Compliance, Aerials	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0816491		Comply NFPA 1900 Changes Effective Jan 1, 2024, With Exceptions	1
7	0533351		Quint Fire Apparatus	1
8	0588612		Vehicle Certification, Aerial w/Pump	1
9	0681278		Agency, Apparatus Certification, Aerial w/Pump, U.L.	1
10	0816495		Certification, Vehicle Inspection Program, NFPA 1900	1
11	0000114		Inspection Trip(s) Qty, - 02 Fill in Blank - 5	2
12	0825116		Customer Service Website	1
13	0620362		Consortium, HGAC	1
14	0537375		Unit of Measure, US Gallons	1
15	0529326		Bid Bond, 10%, Pierce Built Chassis	1
16	0816569		Performance Bond, Not Requested, PPI Terms	1
17	0000007		Approval Drawing	1
18	0002928		Electrical Diagrams	1
19	0771624		Velocity Chassis, 100AAT	1
20	0000110		Wheelbase Wheelbase - 274"	1
21	0000070		GVW Rating GVW rating - 76,640	1
22	0000203		Frame Rails, 13.38 x 3.50 x .375, Qtm/AXT/Imp/Vel	1
23	0889473		Frame Liner, "C/Inv L" 12.50" x 3.00" x .25", AXT/Vel/Imp/Enf, 57" Qval	1
24	0508846		Axle, Front, Oshkosh TAK-4, Non Drive, 24,000 lb, Velocity	1
25	0090914		Suspension, Front TAK-4, 24,000 lb, Qtm/AXT/Vel/Enf/SFR	1
26	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/Enf	1
27	0000322		Oil Seals, Front Axle	1
28	0802640		Tires, Front, Goodyear, Armor Max MSA, 445/65R22.50, 20 ply	1
29	0773076		Wheels, Front, Alcoa, 22.50" x 13.00", Aluminum, Dura-Bright, Hub Pilot	1
30	0751940		Axle, Rear, Oshkosh TAK-4 T3, 52,640 lb, Rear Steer, 2 Axle, 100AAT, VEL/AXT	1
31	0544244		Top Speed of Vehicle, 60 MPH/96 KPH	1
32	0639311		Suspen, Rear, Oshkosh TAK-4, Independent, 52,640 lb	1
33	0000485		Oil Seals, Rear Axle	1
34	0802662		Tires, Rear, Goodyear,Armor Max MSA,445/65R22.5,20ply,(AWS/IRS),Tand.FS Load Rat	1
35	0836320		Wheels, Rear, Alcoa, 22.50" x 13.00", Alum Dura-Bright, Hub Pilot, Tand, AWS/IRS	1
36	0642999		Tire Balancing, Not Required	1
37	0606653		Tire PSI and Temp Monitoring System, Bendix Smartire, CZIII Qty, Tire Pressure Sensor - 6	1
38	0002045		Mud Flap, Front and Rear, Pierce Logo	1
39	0766669		Chocks, Wheel, SAC-44-E, Folding, 100AAT Qty, Pair - 01	1
40	0544690		Mounting Brackets, Chocks, Provided by Fire Department	1
41	0821337		ABS Wabco Brake System, Tandem Rear Axle, Tak-4, NFPA 1900/ULC	1
42	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
43	0831932		Brakes, Knorr, 17", Disc, Rear TAK-4 T3/IRS	1
44	0735527		Air Compressor, Brake, Wabco 26.8 CI, Paccar	1

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Line	Option	Type	Option Description	Qty
45	0000789		Brake Reservoirs, Five	1
			Paint Color, Air Tanks - Black #98	
46	0568012		Air Dryer, Wabco System Saver 1200, Heater, 2010	1
47	0000790		Brake Lines, Nylon	1
48	0000854		Air Inlet, w/Disconnect Coupling	1
			Location, Air Coupling(s) - DS Step Well, Forward	
			Qty, Air Coupling (s) - 1	
49	0070810		All Wheel Lockup (Aerial/Tanker Chassis)	1
50	0011835		Guard, U-Bolt over "Prk Brk" Knob	1
			Qty, - 01	
			Location, Driver's/Passenger's/Center - passenger's	
51	0012542		Valve, 2nd Prk Brk Control, Officer side	1
52	0055486		Drain, Remote Air Tank, w/Pull Cable, All Tanks	1
53	0808514		Engine, Paccar MX, 510HP, 1850 lb-ft W/OBD, EPA 2027, Velocity	1
54	0811409		Not Required, Engine Contingency Adjustment	1
55	0001244		High Idle w/Electronic Engine, Custom	1
56	0735687		Engine Brake, Fully Integrated, Paccar MX13 Engine	1
			Switch, Engine Brake - Paccar	
57	0733852		Clutch, Fan, Air Actuated, Paccar, VEL	1
58	0838819		Air Intake, Water & Ember Screen, IMP/VEL	1
59	0814375		Exhaust System, Horizontal, Right Side	1
			Exhaust, Diffuser - Aluminized Steel (Standard)	
			Exhaust, Material/Finish - Aluminized Steel (Standard)	
			Location, Diffuser Termination - 2.00" Past Rub Rail (Standard)	
			Tip, Exhaust - Straight Tip (Standard)	
60	0816172		Adapter, Exhaust, Plymovent Bladder, for 6" or 7" Diffuser Outlet	1
61	0734440		Radiator, VEL, Paccar	1
62	0511425		Cooling Hoses, Rubber	1
63	0734110	SP	Fuel Tank, 65 Gallon, Left Side Fill, Aluminum, Common Air Bottle Door	1
			Finish, Fuel Tank - Painted	
64	0001129		Lines, Fuel	1
65	0734402		DEF Tank, 7.3 Gallon, LS Fill, Under Cab, Paccar, VEL	1
66	0552793		Not Required, Fuel Priming Pump	1
67	0552712		Not Required, Shutoff Valve, Fuel Line	1
68	0699437		Cooler, Chassis Fuel, Not Req'd.	1
69	0690880		No Selection Required From This Category	1
70	0801891		Trans, Allison 6th Gen, 4500 EVS P, w/Prognostics, Vel/Qtm	1
71	0512762		Transmission, Shifter, 6-Spd, Push Button, 4500, Imp/Vel/Qtm/Enf	1
			Trans, ratio - 4500 EVS, 6Spd	
72	0684459		Transmission Oil Cooler, Modine, External	1
73	0001375		Driveline, Spicer 1810	1
74	0734211		Steering, Sheppard M110 w/Tilt, TAK-4, Paccar Pump, w/Cooler, Paccar	1
75	0001544		Not Required, Steering Assist Cylinder on Front Axle	1
76	0509230		Steering Wheel, 4 Spoke without Controls	1
77	0690274		Logo/Emblem, on Dash	1
			Text, Row (1) One - Crystal Lake	
			Text, Row (2) Two - Fire	
			Text, Row (3) Three - Department	
78	0809648		Lube System, Graco G3 Grease Jockey, Tandem Axle	1
			Rear Axle, Auto Lube - Tandem Tak-4 T3 Axle (Graco)	
79	0725706		Bumper, 15"/Non-Ext, 100AAT, Fab, Alum, Painted, Vel	1
80	0825640		Lift & Tow Package, Enforcer/Velocity, 100AAT	1
81	0698960		Coating, Top Flange, Front Bumper, Outside Exterior, UL-LX Coating, Black	1
82	0651334		Cab, Velocity FR, 7000	1
83	0894910		Engine Tunnel, Foil Insulation w/Mech Fasteners, Imp/Vel FR, w/T3 Rear Axle	1
84	0887600		Cab Insulation, Impel/Velocity FR	1
85	0677478		Rear Wall, Exterior, Cab, Aluminum Treadplate	1
86	0764124		Cab Lift, Elec/Hyd, Manual Override, Stabilizer Interlock, Vel 100AAT	1
87	0751125		Grille, Painted, Bright Finished Mesh Screen, Front of Cab, Impel/Velocity	1
			Paint Color, Grille Surround - Black #101	
88	0751195		Trim, S/S, Rect Headlights, Painted, VEL/IMP	1
			Paint, Color - black 101	

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Line	Option	Type	Option Description	Qty
88			Turnsignal Covers - Black S/S Covers	
89	0087357		Molding, Chrome on Side of Cab	1
90	0677459		Mirrors, Retrac, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex, Painted	1
91	0585469		Mirror, 8.00" Convex, Cab Front, Front Cross View, Black	1
92	0651313		Door, Half-Height, Velocity FR 4-Door Cab, Level Roof	1
			Key Model, Cab Doors - 751	
			Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
93	0655511		Door Panel, Brushed Stainless Steel, Impel/Velocity 4-Door Cab	1
94	0667905		Storage Pockets w/ Elastic Cover, Recessed, Overhead, Impel/Velocity FR	1
95	0667902		Controls, Electric Windows, All Cab Doors, Impel/Velocity FR	1
96	0823527	SP	Steps, 4-Door Cab, Dual, UL-LX Step well, Imp/Vel	1
			Color, UL-LX, Per Item - a) black	
			Light, Step, Additional - P25 LED, Black Housing, 4 Dr Cab	
97	0770192		Handrail, Exterior, Hansen, Knurled, Alum, Black, 4-Door Cab	1
98	0892637		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 1Lt Per Step	1
			Color, Trim - Black Housing	
99	0541830		Crowns, Front Fender, Rubber, AXT/VEL/IMP	1
100	0592071		No Windows, Side of Crew Cab, Vel/Imp	1
101	0568605		Not Required, Interior Trim, No Cab Side Windows	1
102	0509286		Not Required, Windows Rear of Crew Cab, Imp/Vel	1
103	0558334		Not Required, Trim, Cab Rear Windows, No Rear Windows	1
104	0843279	SP	Compt, 10.71 W x 19.25 LS/23.5 H RS x 22 D,Ea Side,Sgl Pan,RS 4" Blw,DEF,Imp/Vel	1
			Light, Aux Cab Compartments - Pierce, Hinged Side	
			Finish, Cab Compt/Component - Spatter Gray	
			Door, Cab Exterior Cabinet - Single Pan, (2), (2) Blk Lever, Non-Locking,Raised	
			Door, Exterior Stop - 2-Web Strap	
			Scuffplate, Aux Compt, Below Cab - Painted Cab Color	
105	0663383		Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Vel/Imp	1
			Mounting Provision Spacing - 1.00"	
			Material Finish, Cab Interior - Painted	
106	0748671		Cab Interior, Vinyl, Velocity FR, CARE	1
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Black	
107	0667943		Cab Interior, Paint Color, Impel/Velocity FR	1
			Color, Cab Interior Paint - d) red	
108	0509532		Floor, Rubber Padded Cab & Crew Cab, Imp/Vel	1
109	0894651		HVAC, Heavy-Duty, Velocity FR, w/PACCAR, CARE	1
			Paint Color, A/C Condenser - Painted to Match Cab Roof	
			HVAC System, Filter Access - Removable Panel	
			Auxiliary Cab Heater - Both	
110	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, SFR/Enf	1
			Sun Visor Retention - Thumb Latch	
111	0548173		Grab Handles, Driver and Passenger Door Post, Imp/Vel	1
112	0775188		Light, Engine Compt, OSS Access, 10" LED w/Auto Swt, Custom	2
			Qty, - 02	
113	0122516		Fluid Check Access, Imp/Vel	1
			Latch, Door, Storage - Lift and Turn Latch, Flush	
114	0828042		Side Roll and Frontal Impact Protection, SRS	1
115	0622619		Seating Capacity, 4 Belted Seats	1
116	0697005		Seat, Driver, Pierce PS6, Premium, Air Ride, High Back, Safety, PRIMARY	1
117	0696996		Seat, Officer, Pierce PS6, Premium, Air Ride, High Back, Safety, PRIMARY	1
118	0002517		Not Required, Radio Compartment	1
119	0771842		Cabinet, Rr Fcng, LS, 30.50 W x 40.50 H x 24 D, Ext Acc Only, Imp/Vel	1
			Light, Short Cabinet - Pierce, Exterior, Right Side	
			Scuffplate, Cab Compt Dr, Material/Finish - S/S, Brushed	
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (0) None	
			Door, Cab Exterior Cabinet - Double Pan, Black, Non-Locking	
			Door, Exterior Stop - Stay Arm	
			Louvers, Cabinet - 0-No Louvers	
120	0102783		Not Required, Seat, Rr Facing C/C, Center	1

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Line	Option	Type	Option Description	Qty
121	0767520		Cabinet, Rear Facing, RS, 26.5 W x 40.5 H x 21.5 D, Ext Acc Only, Imp/Vel	1
			Light, Short Cabinet - Pierce, Exterior, Left Side	
			Scuffplate, Cab Compt Dr, Material/Finish - S/S, Brushed	
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (0) None	
			Door, Cab Exterior Cabinet - Double Pan, Black, Non-Locking	
			Door, Exterior Stop - Stay Arm	
			Louvers, Cabinet - 0-No Louvers	
122	0824663		Cabinet, Fwd Fcng, LS, 21 W x 54 H x 14 D, Web, Imp/Vel	1
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 0.75" Up-Turned Lip	
			Light, Tall Cabinet - Pierce, Interior, Left Side	
			Louvers, Cabinet - 0-No Louvers	
			Fastener, Web, Cab Cabinet - Seat Belt Buckle, Right	
123	0122742		Seat, Fwd Fcng C/C, Ctr, (2) Pierce PS6, Premium, Hi-Back, Safety, SECONDARY	1
124	0826422		Cabinet, Fwd Fcng, RS, 21 W x 54 H x 14 D, Web, Imp/Vel	1
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 0.75" Up-Turned Lip	
			Light, Tall Cabinet - Pierce, Interior, Right Side	
			Louvers, Cabinet - 0-No Louvers	
			Fastener, Web, Cab Cabinet - Seat Belt Buckle, Left	
125	0842951	SP	Filler, L-Shaped, Between Rear Facing Seat Risers	1
126	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE	4
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Black	
			Qty, - 04	
127	0511471		No SCBA Brackets Required In Cab Seats, Imp/Vel, AXT 2010, SFR/Enf	1
128	0822202	SP	Door, Access, Web Netting, Front, Forward Facing Seat Riser IPO Drop Down Door	1
			Fastener, Web, Cab Cabinet - Seat Belt Buckle, Top	
129	0603867		Seat Belt, ReadyReach	1
			Seat Belt Color - Red	
130	0604867		Seat Belt Height Adjustment, 4 Seats, Imp/Vel	1
131	0817557		Helmet Storage, Provided by Fire Department, NFPA/ULC 2024	1
132	0647647		Lights, Dome, FRP Dual LED 4 Lts	1
			Color, Dome Lt - Red & White	
			Color, Dome Lt Bzl - Black	
			Control, Dome Lt White - Door Switches and Lens Switch	
			Control, Dome Lt Color - Lens Switch	
133	0896451		Enhanced Software for Cab and Crew Cab Dome Lts	1
134	0631776		Not Required, Overhead Map Lights	1
135	0816997		Portable Hand Light, Provided by Fire Dept, NFPA/ULC 2024	1
136	0568369		Cab Instruments, Ivory Gauges, Chrome Bezels, Impel/Velocity 2010	1
137	0509511		Air Restriction Indicator, Imp/Vel, AXT, Enf MUX	1
138	0543751		Light, Do Not Move Apparatus	1
			Alarm, Do Not Move Truck - Steady Alarm	
139	0743386		Messages, Open Dr/DNMT, Color Dsply, 100AAT	1
140	0551600		Switching, Cab, Rocker MUX, Impel/Velocity, AXT MUX	1
			Location, Emerg Sw Pnls - Driver's Side Overhead	
141	0555915		Wiper Control, 2-Speed with Intermittent, MUX, Impel/Velocity	1
142	0731813		Hour Meter, Aerial, Included in Information Centers, ASL, AAT, ASP	1
143	0002615		Switch, Aerial 12V Master	1
144	0002617		PTO switch, w/light - aerial	1
145	0834416		USB, Cab, 4, 12V DC, Dual USB Termination, NFPA1900/ULC	1
			USB, Type - USB Combo A & C	
146	0822267	SP	Wiring, Spare, 15 A 12V DC, 6 Ckt FB, Blue Sea 5025 Batt Dir 1st NFPA1900/ULC	1
			12vdc power from - Battery direct	
			Location - in the driver side slide out ems cabinet behind the crew cab seats	
147	0823806	SP	Wiring, Spare, 15 A 12V DC, 6 Ckt FB, Blue Sea 5025 Batt Dir 2nd NFPA1900/ULC	1
			12vdc power from - Battery direct	
			Location - in the officer side slide out ems cabinet behind the crew cab seats	
148	0566101		Recess, Dash Panel, Officer Side, Vel/Imp	1

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Line	Option	Type	Option Description	Qty
149	0819994		Radio, Jensen, AM/FM/WB, Bluetooth	1
			Speakers, AM/FM Radio - Two (2) pairs of speakers, Cab/Crew	
			Antenna, AM/FM Radio - c) Roof-mounted rubber antenna	
			Location, AM/FM Radio - g) instrument panel	
150	0814201		Vehicle Information Center, 7" Color Display, Touchscreen, MUX, CL714	1
			System Of Measurement - US Customary	
151	0816633		Collision Mitigation, HAAS Alert (R2V), HA7	1
			Subscription, HAAS R2V - R2V - 10 Year Data Plan Subscription	
152	0606249		Vehicle Data Recorder w/CZ and Overhead Display Seat Belt Monitor	1
153	0808297		Intercom, Firecom 5100D Single Radio, 1 Wireless Base Station, 1-5 Wireless, V2	1
			Location - driver, officer, two forward facing crew cab seats	
154	0009063		Not Required, Radio Interface	1
155	0838063		Headset, Firecom, Wireless, UHW-505.V2 Under Helmet, Radio Transmit	4
			Qty, - 04	
			Location, Headset - Driver Seat, Officer Seat, DS Inbrd, Fwrd Fcng Seat and PS Inbrd, Fwrd Fcng Seat	
156	0819255		Hangers For Headsets, NFPA/ULC 2024, Each	4
			Qty, - 04	
			Location, Headset Hangers - Driver Seat, Officer Seat, DS Inbrd, Fwrd Fcng Seat and PS Inbrd, Fwrd Fcng Seat	
157	0696443		Antenna Mount, Custom Chassis, Cable Routed to Overhead Switch Area	1
			Location - officer side	
			Qty, - 01	
158	0817058		Camera, Pierce, LS Mux, R Camera, SD, CL714	1
			Camera System Audio - Not Provided	
159	0814831		Not Required, Camera Switcher	1
160	0896458		Pierce Command Zone, Advanced Electronics & Control System, Vel WiFi CZT	1
			Color, Antenna - Black Antenna	
			Module Housings - Black Housing with Power and Status Ind	
161	0896456		Prognostics, Electrical System	1
162	0730603		Electrical System, Velocity ESP, Cummins, Paccar	1
163	0079166		Batteries, (4) Stryten/Exide Grp 31, 950 CCA ea, Threaded Stud	1
164	0008621		Battery System, Single Start, All Custom Chassis	1
165	0123174		Battery Compartment, Imp/Vel	1
166	0812586		Charger, Sngl Sys, Kussmaul, Chief 091-266-12-60, 60 Amp	1
167	0814869		Location, Cab, Charger, Behind Driver Seat	1
168	0811943		Panel, Remote Control, Kussmaul, Chief 091-266-RCP	1
169	0814942		Location, Cab, Ind/Remote, Driver's Seat with Bracket	1
170	0805896	SP	Inverter, Xantrex Freedom X, 817-1000, Rated @ 750W Aerial Lighting Only	1
			Location, Inverter Switch - DS Cab	
171	0843429		Location, Body, Inverter, Forward Compartment	1
			Location, Side - Left	
			Location, Comp Body - High On Left Wall	
172	0811952		Not Required, Indicator/Remote Status	1
173	0824337		Not Required, Location Ind/Remote	1
174	0616387		Shoreline, 20A 120V, Straight Blade NEMA 5-20, Hubbell Red Cover	1
			Qty, - 01	
			Connection, Shoreline - charger and shoreline receptacles	
175	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Step Well	
176	0647728		Alternator, 430 amp, Delco Remy 55SI	1
177	0092582		Load Manager/Sequencer, MUX	1
			Enable/Disable Hi-Idle - e)High Idle enable	
178	0648716		Headlights, Rectangular Halogen, Imp/Vel	1
179	0840425		Light, Directional, Wln 600 Cmb, Cab Crn, Wrp Bzl Out HD Lts, Imp/Vel	1
			Color, Lens, LED's - Match	
			Color, Trim - Black Trim	
180	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
181	0648074		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts	1
182	0670831		Lights, Clearance/Marker/ID, Rear, P25 LED 7Lts, 100AAT	1
183	0602938		Light, Marker End Outline, Rubber Arm, LED Marker Lamp, Rear Body	1
			Qty, Lights, Pair - 1	

Draft

Line	Option	Type	Option Description	Qty
184	0804514		Lights, Tail, Wln M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg	1
			Color, Lens, LED's - Match	
			Flash Pattern, Directional Lts - Steady On (Arrow)	
185	0806466		Lights, Backup, Wln M62BU, LED, For Tail Lt Housing	1
186	0664466		Bracket, License Plate & Light, Weldon 9186-23882-30 Incand, Temp Under Tailbrd	1
			Location - centered	
187	0794744		Bezels, Wln, (2) M6 Black Pierce, For mtg (4) Wln M6 lights	1
188	0589905		Alarm, Back-up Warning, PRECO 1040	1
189	0817254		Lights, Perimeter Cab, Amdor AY-LB-12HW0** LED 4Dr	1
190	0769564		Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 1lt	1
191	0763190		Lights, Perimeter Body, Amdor AY-LB-12HW012 LED 3lts	1
			Control, Perimeter Lts - Parking Brake Applied	
192	0896454		Enhanced Software for Perimeter Lts	1
193	0735865		Step Illumination, Pump Panel Light Shield, 100AAT, w/Pump	1
194	0783158		Light, Visor, HiViz, FT-B-72-*-*, Cnt Feature	1
			Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS	
			Color, Lt Housing HiViz - Black	
			Scene Light Optics - Flood/Spot	
195	0807519	SP	Lights, HiViz FT-B-72-*, 72.68", Brkt Fet 2nd	1
			Location - on top of the cab centered over the passenger side front wheel	
			Qty, - 1	
			Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS	
			Color, Lt Housing HiViz - Black	
			Scene Light Optics - combination	
			Brackets, Cab Side Scene Lts - Straight Brkt Off Cab Roof	
196	0807516	SP	Lights, HiViz FT-B-72-*, 72.68", Brkt Fet 1st	1
			Location - on top of the cab centered over the driver side front wheel	
			Qty, - 1	
			Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS	
			Color, Lt Housing HiViz - Black	
			Scene Light Optics - combination	
			Brackets, Cab Side Scene Lts - Straight Brkt Off Cab Roof	
197	0757717		Lights, HiViz FT-B-65-* LED, 2nd	2
			Location - on top of the PR side of the body side by side	
			Qty, - 02	
			Control, Scene Lts - PS Scene Lts	
			Color, Lt Housing HiViz - Black	
198	0757722		Lights, HiViz FT-B-65-* LED, 1st	2
			Location - on top of the DR side of the body side by side	
			Qty, - 02	
			Control, Scene Lts - DS Scene Lts	
			Color, Lt Housing HiViz - Black	
199	0729276		Lights, Hose Bed, Front/Rear, Light Strips, AAT	1
			Control, Hose Bed Lts - Parking Brake	
200	0645639		Lights, Rear Scene, Wln, PEL*C LED, 45 Deg Flange	1
			Location, Lights - Rear of the body up high one each side	
			Control, Rear Scene Lts - Cab Switch Panel DS and Cup Switch LS Rear SS Painted Black	
201	0892706		Lights, Walk Surf, FRP Flood, P25 LED, 100AAT	1
			Color, Trim - Black Housing	
202	0771870		Aerial, 100AAT, Alum Body	1
203	0554271		Body Skirt Height, 20"	1
204	0769002		Tank, Water, 300 Gallon, Poly, 100AAT	1
205	0751917		Overflow, 3.00" Water Tank, Poly	1
206	0028107		Not Required, Foam Cell Modification	1
207	0003429		Not Required, Direct Tank Fill	1
208	0769016		Hose Bed, Alum, Right Side, 100AAT	1
209	0723546		DA Finished Hose Bed/Cargo Area	1
210	0003492		Hose Bed Capacity, Special Amount, Ascendant, 100AAT, PAP, PAL	1
			Capacity, Hose Bed - 300'	
211	0748063		Hose Restraint, Front Vinyl/Treadplate, 1" Heavy Nylon Web Rear, RS, 100AAT	1
			Color, Vinyl Cover - a) red	
212	0003512		Running Boards, Ascendant, PAL	1

Draft

Line	Option	Type	Option Description	Qty
213	0735582		Turntable Steps, Swing-Down, Left Side, 100AAT	1
			Step, Flip - No Flip Step Body Handrail Finish - black anodized one-step assembly Step Surface, Turntable - Punched Grip	
214	0889980		Lights, Step (3), P25 LED, One Side	1
			Control, Scene Lts - Perimeter light	
215	0690023		Wall, Rear, Smooth Aluminum	1
216	0074515		Tow Eyes (2), Painted Lower Job Color, 100AAT, Ascendant Single Axle, 75' HAL	1
217	0769019		Construction, Compt, Alum, 100AAT	1
218	0771234		Compt, Left Side, Lap, 100AAT	1
			Latch, Door, Access - lift and turn latch, flush, pair	
219	0771230		Compt, Right Side, Lap, 100AAT	1
220	0771213		Doors, Lap w/"D" Handles, Aluminum, Side Compartments	1
221	0740006		Bumper, Rear, 3", Counterweight, Steel, Full 45 Degree Angled Corners, 100AAT	1
222	0731558		Pull Strap for Liftup Doors	2
			Qty, Door Accessory - 02 Location, Door Accessory - LS3 and RS3 Color, Strap - Black Length, Pull Strap - 12.00"	
223	0603083		Lights, Compt,Pierce LED,Dual Light Strips,Each Side Dr,Ascend TA,75'HAL,PAP,HDL	9
			Qty, - 09 Location, Compartment Lights - All Body Compts	
224	0687145		Shelf Tracks, Recessed, PUC/3rd Generation	1
225	0600289		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations, Aerial	9
			Qty, Shelf - 09 Material Finish, Shelf - Painted - Spatter Gray Location, Shelves/Trays, Predefined - RS3-Centered Left of Partition, RS2-Lower Third, RS2-Upper Third, LS3-Centered Left of Partition, LS3-Centered Right of Partition, LS2-Upper Third Right of Partition, LS2-Upper Third Left of Partition, LS2-Lower Third Left of Partition and LS2-Lower Third Right of Partition	
226	0709690		Tray, 250 lb Slide-out, 2" Sides - Adj. Height, Predefined Locations	1
			Qty, Tray (slide-out) - 01 Location, Shelves/Trays, Predefined - LS4-Centered Material Finish, Tray - Painted - Spatter Gray	
227	0647772		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides, 3G	1
			Qty, - 01 location - rs4 Material - Painted - Spatter Gray	
228	0726457		Partition, Vertical Compt, Predefined Locations	4
			Qty, Partition - 04 Location, Partition/Toolboard, Predefined - LS2- 10.00" From Forward Door Frame, LS2- 30.00" From Forward Door Frame, LS3- 20.00" From Forward Door Frame and RS3- 28.00" From Forward Door Frame Material Finish, Partition - Painted - Spatter Gray	
229	0752012		Compt, Crib, Treadplate w/ Brushed S/S Drawer Face, 44"W x 29"D x 8"H, 100AAT	2
			Qty, - 02 Location, Compartment, Predefined - LS2 and RS2	
230	0740036		Door, Single Pan, Painted, RS Sight Level Gauge, 100AAT	1
			Latch, Door, Storage - Southco C2 Black Raised Hinge Location - Forward	
231	0061917		Rub Rail, Aluminum Extruded, 3.12", Side of Body	1
232	0765673		Fender Crowns, Rear, Rubber, w/Removable Fender Liner, Tandem Aerial, 3G	1
			Material Finish, Fender Liner - Painted Aluminum Lower Body	
233	0519849		Not Required, Hose, Hard Suction	1
234	0891078		Handrails, Side Pump Panels, Per Print, Hansen Knurled Alum Tubing, Black,Aerial	1
			Step, Runningboard - step	
235	0765324		Compt, Air Bottle/Extinguisher,Between Tandems,Three (3),w/Straps,100AAT,Bolt-In	1
			Qty, Air Bottle Comp - 1 Door Finish, Fender Compt - Painted Location, Fender Compt - RS Latch, Air Bottle Compt - Southco C2 Black Raised, Pair Insert, Air Bottle Compt - Rubber Matting	

Draft

Line	Option	Type	Option Description	Qty
235			Door Type - lift up with pneumatic spring	
236	0795333		Compt, Air Bottle, Single, Fender Panel, Bolt-In	2
			Qty, Air Bottle Comp - 2	
			Door Finish, Fender Compt - Painted	
			Location, Fender Compt - Single - LS Fwd and Single - RS Fwd	
			Latch, Air Bottle Compt - Southco C2 Black Raised	
			Insert, Air Bottle Compt - Rubber Matting	
237	0657522		Compt, Air Bottle, Triple, Fender Panel	1
			Qty, Air Bottle Comp - 1	
			Door Finish, Fender Compt - Painted	
			Location, Fender Compt - Triple - RS Rear	
			Latch, Air Bottle Compt - Southco C2 Black Raised	
			Insert, Air Bottle Compt - Rubber Matting	
238	0750559		Compt, Air Bottle, Double, Fender Panel, Tri Door, Alum, Common Fuel Door,100AAT	1
			Qty, Air Bottle Comp - 1	
			Door Finish, Fender Compt - Painted	
			Location, Fender Compt - Single - LS Rear - Fuel Fill Combo - Triangular Dr	
			Latch, Air Bottle Compt - Southco C2 Black Raised	
			Insert, Air Bottle Compt - Rubber Matting	
239	0895341		Hopper, Oil Dry Absorbent, Between Tandems, Slide-Out Compt, 100AAT	1
			Qty, - 01	
			Latch, Door, Storage - Southco C2 Black Raised, Pair	
			Door Finish, Fender Compt - Painted	
			Location, Oil Dry Hopper - LS	
240	0768635		Ladder, 35' Duo-Safety 1200A 2-Sect	2
			Qty, - 02	
241	0010406		Ladder, 28' Duo-Safety 1200A 2-Section	2
			Qty, - 02	
			Location, Extension Ladder - torque box	
242	0074230		Ladder, 20' Duo-Safety 875A Roof	1
			Qty, - 1	
243	0648681		Ladder, 14' Duo-Safety 875-DR Roof	1
			Qty, - 01	
			Location - on the aerial device	
244	0024233		Not Required, Attic Extension Ladder	1
245	0768634		Ladder, 10' Duo-Safety Folding, 585A	1
			Qty, - 01	
			Location, Folding Ladder Aerial - torque box	
246	0806199		Ladders in Torque Box, Gortite Roll, Retainer Latch, 100AAT	1
			Color, Roll-up Door, Gortite - Painted to Match Lower Body	
			Latch, Roll-up Door, Gortite - Non-Locking, Rear	
			Latch, Door Ladder Storage - Southco C2 Black Raised, Pair	
			Latch, Anti-Migration Plate - Southco C2 black raised	
247	0766602		Lights, Torque Box Ladder Storage, Pierce LED Strip Lights, 2 Lts, 100AAT	1
248	0658169		Ladders, Nested, Left Side Ground Ladder Storage	1
249	0827342		Pike Pole, 12', Provided by Fire Department	2
			Qty, - 02	
			Pike Pole Make/Model - Duo-Safety 12' Pike Pole	
250	0816920		Pike Pole, Provided by Fire Department, NFPA/ULC 2024	2
			Qty, - 02	
			Pike Pole Make/Model - Duo-Safety 10' Pike Pole	
251	0816918		Pike Pole, 6', Provided by Fire Department, NFPA/ULC 2024	2
			Qty, - 02	
			Pike Pole Make/Model - Duo-Safety 6' Pike Pole	
252	0014343		Not Required, Pike Pole, 3'	1
253	0770578		Pike Pole Tubes, in Torque Box/Ladder Storage, ABS	6
			Qty, - 06	
254	0765390		Pump House, Side Control, 42", 100AAT, Control Zone	1
255	0767048		Pump House Structure	1
256	0829889		Heat Enclosure, Lower w/Upper, 100AAT	1
			Latch, Heat Enclosure Pans - Spring Loaded "T" Handle Hood Hook	
257	0828091		Pump, Waterous, ESU1, 2000 GPM, Single Stage, 100' AAT	1

Draft

Line	Option	Type	Option Description	Qty
258	0504116		Seal, Mechanical, Waterous, w/S100/ESU Pump	1
259	0816450		Trans, Pump, Waterous C22, S100/ESU Pump Only	1
260	0635600		Pumping Mode, Stationary Only	1
261	0605126		Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous	1
262	0003148		Transmission Lock-up, EVS	1
263	0004547		Auxiliary Cooling System	1
264	0014486		Not Required, Transfer Valve, Single Stage Pump	1
265	0746501		Valve, Relief Intake, Elkhart	1
			Qty - 1 Pressure Setting - 125 psig Intake Relief Valve Control - Behind Right Side Pump Panel	
266	0817062		Controller, Pressure, Pierce LCD, Custom Chassis, Non-NFPA,Non-ULC 2024, AAT	1
			Pressure Governor Throttle Control - Clockwise Pressure Governor Default Mode - Pressure Setting	
267	0641743		Primer, Waterous, VPO Motor, (1) VAP Valve, (1) Push Button Control	1
268	0843147		Manual, Pump, Included with Master Loose Equipment Manual	1
269	0602492		Plumbing, Stainless Steel and Hose, Single Stage Pump, 100AAT	1
270	0089437		Plumbing Without Foam System	1
271	0751029		Inlets, 6.00", (1) Left Side, (1) Right Side, 1500-2000 GPM Pump, 100AAT	1
272	0014650		Pump Suction Tube(s), Short, All	1
273	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
274	0084610		Valves, Akron 8000 series- All	1
275	0016158		Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"	1
			Qty, Inlets - 1	
276	0004700		Control, Inlet, at Valve	1
277	0004660		Inlet (1), Left Side, 2.50"	1
278	0029147		Not Required, Inlet, Right Side	1
279	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
280	0767284		Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing, 100AAT	1
281	0004905		Outlet, Tank Fill, 1.50"	1
282	0820189		Control, Outlets, Manual, Pierce HW if applicable	1
283	0890913		Outlet, Left Side, 2.50", 100AAT	2
			Qty, Discharges - 02	
284	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
285	0004945		Outlet, Right Side, 2.50"	1
			Qty, Discharges - 01	
286	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
287	0821949		Outlet, Large Diameter, Right Side, Akron Valve, 100AAT	1
			Outlet, Large Diameter, Plumbing - 4.00" Outlet, Large Diameter, NST Adapter - 4.00" MNST Outlet, Large Diameter, Valve Actuation - Pierce small handwheel	
288	0681048		Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00" Storz, S/S Cable	1
289	0092572		Not Required, Outlet, Front	1
290	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
291	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
292	0029106		Not Required, Deluge Outlet	1
293	0826320		Waterway Outlet & Control, Akron Valve, 100AAT	1
			Outlet, Waterway (Aerial), Valve Actuation - Akron 9327 w/analog pressue gauge	
294	0739572		Crosslay, (1+) 1.50", Spcl Cap, Single Sheet Unpainted, Single Stack, 100AAT	2
			Qty, Crosslays - 2	
295	0762275		Crosslay, (1) 2.50", Std Cap, Single Sheet Unpainted, 100AAT	1
296	0722101	SP	Rest, Crosslay, Vinyl, One Piece, Lift A Dot, Seat Belt Buckles Btm, Top/Sides	1
			Color, Vinyl Cover - c) black	
297	0044333		Not Required, Foam System	1
298	0012126		Not Required, CAF Compressor	1
299	0552517		Not Required, Refill, Foam Tank	1
300	0042573		Not Required, Foam System Demonstration	1
301	0045465		Not Required, Foam Tanks	1
302	0091110		Not Required, Foam Tank Drain	1
303	0091112		Not Required, Foam Tank #2 Drain	1

Draft

Line	Option	Type	Option Description	Qty
304	0738072		Approval Dwg, Pump Panel(s), Not Required	1
305	0032479		Pump Panel Configuration, Control Zone	1
306	0828560		Step, Slide-Out/Fold-Out, Pump Operator Platform, 100AAT, 2027	1
307	0667186		Light, Slide-Out Pump Operator Step, OSS Access LED, Short Step	1
308	0635355		Material, Pump Panels, Side Control Painted FormCoat Black	1
			Material Finish, Pump Panel, Side Control - Painted FormCoat Black	
			Material, Pump Panel, Side Control - Aluminum	
309	0723264		Panel, Pump Access - Right Side Only, 100AAT	1
			Latch, Pump Panel Access, Side Mount - Flush Lift and Turn, Chrome, AAT	
310	0583824		Light, Pump Compt, Wln 3SC0CDCR LED White	1
			Qty, - 01	
311	0586382		Gauges, Engine, Included With Pressure Controller	1
312	0005601		Throttle, Engine, Incl'd w/Press Controller	1
313	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1
314	0549333		Indicators, Engine, Included with Pressure Controller	1
315	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
316	0553643		Control, Air Horn at Pmp Pnl, Red Switch, Momentary	1
317	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
318	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
319	0750526		Gauge, Water Level, Pierce, In pressure Controller, Lt Driver	1
320	0750438		Water Level Gauge, Wln PSTANK2, LED 1-Light, 4-Level	3
			Qty, - 03	
			Activation, Water Level G - pb) parking brake is applied	
			Location, Water Level Gauge, Multi-Select - Each Side Custom Cab & Rear Body	
			Color, Trim - Black Trim	
321	0006774		Not Required, Foam Level Gauge	1
322	0735892		Light Shield, S/S LS & RS, 100AAT, Std LED	1
323	0837190		Air Horns, (2) Grover Stuttertone, 6" Round, In Bumper, 100AAT	1
			Finish, Air Horns - Grover, Black	
324	0606833		Location, Air Horns, Bumper, Each Side, Inside Frame, (Pos #3 & #5)	1
325	0757092		Control, Air Horn, Multi Select	1
326	0757077		Control, Air Horn, Lanyard, LS	1
			Lanyard - Nylon Rope	
327	0757084		Control, Air Horn, Horn Ring	1
328	0757076		Control, Air Horn, Lanyard, RS	1
			Lanyard - Nylon Rope	
329	0525667		Siren, Wln 295SLSA1, 100 or 200 Watt	1
330	0510206		Location, Elect Siren, Recessed Overhead In Console	1
			Location, Elec Siren - Overhead, DS Center Sw Pnl	
331	0076156		Control, Elec Siren, Head Only	1
332	0776000		Speaker, (1) Wln, SA315P, w/Pierce Black Painted Grille, 100 watt	1
			Connection, Speaker - siren head	
333	0601565		Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)	1
334	0895290		Siren, Federal Q2B, VEL, 100AAT	1
			Finish, Q2B Siren - Black Chrome	
335	0816506		Siren, Mechanical, Mounted Above Deckplate, Swivel, 100AAT, Finish Feature	1
			Finish, Bracket - UL-LX black	
336	0748305		Control, Mech Siren, Multi Select	1
337	0890124		Control Mech Siren, Ft Sw LS, Loc	1
			Location - far left side in front of officer	
338	0748280		Control Mech Siren, Horn Ring	1
339	0734674		Sw, Siren Brake, Mom Rocker, Red Outline, RS Overhead Sw Pnl, Mux	1
340	0735899		Sw, Siren Brake, Mom Rocker, Red Outline, LS Overhead Sw Pnl, Mux	1
341	0840108		Emergency Warning System	1
			Emergency Switching - Individual Switches	
342	0746353		Not Required, Warning Lights Intensity	1
343	0845798	SP	Lightbar, Wln, Freedom IV-Q, 72", RBWRBWRStrRWBRWBR	1
			Filter, Whl Freedom Ltbrs - Colored Filters	
344	0790846		Power Supply, Wln PE215 Traffic Light Controller, Single Strobe Tube	1
			Opticom Priority - b) High	

Draft

Line	Option	Type	Option Description	Qty
344			Opticom Activation - Cab Switch & E-Master Momentary Opticom Activation - No Activation	
345	0898734		Light, Front Zone, Wln M6** M6** M6** M6** Q Bzl Color, Lens, LED's - Clear Color, Lt DS Frnt Outside - Left Red Color, Lt PS Frnt Outside - Right Red Color, Lt DS Front Inside - Left Blue Color, Lt PS Front Inside - Right Blue Color, Q Bezel and Trim - Black	1
346	0653937		Flasher, Headlight Alternating Headlt flash deactivation - a)w/high beam	1
347	0747228		Lights, Side Zone Lower, Wln M6**, M6**, M6**, 6Lts Location, Lights Front Side - b)each side bumper Color, Lens, LED's - Clear Location, Lights Mid Side - Rearward of Crew Cab Doors Location, Lights Rear Side - Between Tandem Color, Trim - Black Trim Color, Lt Side Front, DS - Red Color, Lt Side Front, PS - Red Color, Lt Side Mid DS - Blue Color, Lt Side Mid PS - Blue Color, Lt Side Rear PS - Blue Color, Lt Side Rear DS - Blue	1
348	0824185	SP	Lights, Side, Wln PS*01FCR, Through Rub Rail, 2nd Location, Lights - In the rub rails alternating from front to back RBR under LS2, LS4, RS2, RS4 and RS5. Then alternating from front to back B under LS1 and RS1 with option #750400 Qty, - 07 Color, Lights, Warning - Blue Color, Trim - Black Trim	7
349	0750400	SP	Lights, Side, Wln PS*01FCR, Through Rub Rail, 1st Location, Lights - In the rub rails alternating from front to back RBR under LS2, LS4, RS2, RS4 and RS5. Then alternating from front to back B under LS1 and RS1 with option #824185 Qty, - 10 Color, Lights, Warning - Red Color, Trim - Black Trim	10
350	0894842		Lights, Rear Zn Lwr, Wln M6*, For Tail Lt Housings Color, Lens, LED's - Clear Color, Lt DS Rear - b) DS Rear Lt Blue Color, Lt PS Rear - r) PS Rear Lt Red	1
351	0636558		Light, Rear Zone Up, Wln L31H*F LED Beacon Color, Lens, LED's - c)clear Color, Beacon, DS LED's - Red Color, Beacon, PS LED's - Red	1
352	0785832		Not Required, Lights, Rear Upper Zone Blocking	1
353	0781579		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab Qty, - 02 Location 1 - one in each forward facing ems cabinet, high and centered on the back wall AC Power Source - Shoreline Cover, Receptacle - Interior SS Wall Plate(s)	2
354	0779722		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Body Qty, - 03 Location 1 - TBD AC Power Source - Shoreline Cover, Receptacle - Interior SS Wall Plate(s)	3
355	0519934		Not Required, Brand, Hydraulic Tool System	1
356	0649753		Not Required, PTO Driven Hydraulic Tool System	1
357	0841181	SP	Tool Mount, FMI SuZan, 20", Flr Mtd Slide-Out, Up to (4) Tools, Turntable Location - LS2 Qty, - 01 Brand, Model, Age of Tool - TBD - NEEDS TO BE REVIEWED AND APPROVED PER WF-9	1
358	0771866		Aerial, Ascendant 100' Aerial Tower	1

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Line	Option	Type	Option Description	Qty
359	0680821		Boom Panel, Pair	1
			Paint Color, Predefined - #10 white	
360	0526890		Not Required, Indicator, Extension	1
361	0688232		Rung Covers, Aerial Device	1
			Rung Cover Color - Safety Yellow	
362	0766887		Brackets, Stokes Storage, Base Section Above Boom Panel, 100AAT	1
			Qty, - 01	
			Finish - DA Finish	
			Location, Aerial Device - right side	
363	0898985		Box,Lyfe Bracket Stg,w/Covr,LS Base Section Above Boom Panl,w/Door Switch,100AAT	1
			Finish - Painted, Aerial Device Color	
			Latch, Door, Storage - "D" Handle Latch, Black	
			Louvers - no louvers	
364	0678539		Brackets Only, Roof/Wall Ladder, Aerial Fly Section	1
			Finish - Painted, Aerial Device Color	
			Roof Ladder, Make/Model - 14' Duo-Safety 875-DR	
365	0623645		Aerial Stability Test, Maximum Tip Options	1
366	0728982		Box, Saw Storage, w/Cover, Base Section Above Boom Panel, 100AAT, Door Sw	2
			Qty, - 02	
			Finish - Painted, Aerial Device Color	
			Latch, Door, Storage - "D" Handle Latch, Black	
			Location, Aerial Device - each side	
			Louvers - no louvers	
367	0823011		Basket, 100AAT	1
368	0754365		Cover, MUX Display, Platform	1
			Latch, Door, Storage - Rubber Draw Latch	
			Material - Stainless Steel, Brushed	
369	0741337		Box, Miscellaneous Storage, Max Size, 100AAT	1
			Latch, Door, Storage - Rubber Draw Latch	
			Location, Aerial Basket - left outside rear	
370	0740993	SP	Box, Air Bottle Storage for (2) 4500 PSI 60Min Bottles @ Basket, 100AAT	1
			Latch, Door, Storage - Rubber Draw Latch	
			Location, Aerial Basket - right outside rear	
371	0803225		Lights, Turntable Walkway, P25, OSS, LED, 100AAT	1
			Color, Trim - Black Housing	
372	0767535		Light, Turntable Console, TecNiq E-10, LED	1
373	0732762		Basket Heat Shields, 100AAT	1
374	0814210		Control Stations, 100AAT, CL714	1
375	0815152		Lights, Basket Interior, 100AAT	1
376	0771862		Stabilizers, 100AAT, Three Sets	1
377	0729051		Stabilizer Pan and Trim Material	1
			Stabilizer Panels - smooth aluminum, painted to match lower body color	
			Stabilizer Trim - painted to match lower body color	
378	0746173		Door, Stabilizer Control Box, Aerial MUX, 100AAT	1
			Latch, Door, Storage - Southco C2 Black Raised	
			Hinge Location - Inboard	
			Door, Material & Finish, Stabilizer - Smooth aluminum	
379	0615058		Stabilizer Placement, Cameras w/Command Zone Color Display, 1 Set	1
380	0771218		Hydraulic System, 100AAT	1
381	0767932		Swivels, w/Encoder, 36, 100AAT	1
382	0767931		Electrical System, 100AAT	1
383	0757381		Light, Tip, Wln P*H2* LED, Front of Basket Bail Brkt 100AAT 1lts	1
			Color, Wln Lt Housing - Black Paint	
			Scene Light Optics - combination	
			Control, Tip Lts - Turntable and Tip	
384	0740163		Lights, Tracking, Wln MPB* LED, 100AAT 2lts, Swt Feature	1
			Location, Sw, Arl DC Lts - Pltfm/Tip & Turntable	
			Color, Wln Lt Housing - Black Paint	
			Scene Lt Optics LH Base - L Spot	
			Scene Lt Optics RH Base - R Spot	
385	0890639	SP	Basket Access,Flip Down Step,Lift Bar,Straight Top of Body Handrails,100AAT	1
			Handrail Finish - black anodized	
			Finish, Step Well - aluminum treadplate	

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Line	Option	Type	Option Description	Qty
386	0894586		Lights, Step (4), P25, Ladder Style Access Steps, Both Sides	1
			Control, Light - i) park brake	
			Color, Trim - Black Housing	
387	0749120		Lighting, Rung, LED, TecNiq, 5 Section, Base, Low, Cent, Upper, Fly, 100AAT	1
			Control, Aerial Rung Lighting - Park Brake Set	
			Color, Lt Aerial Fly Sect - Blue	
			Color, Lt Aerial Base Sect - Red	
			Color, Lt Aerial Lower Mid Sect - Red	
			Color, Lt Aerial Upper Mid Sect - White	
			Color, Lt Aerial Mid Sect - White	
388	0747261		Lights, Stabilizer Warn (2) Sets, Wln M6** LED, Trim Color	1
			Color, Lens, LED's - Clear	
			Color, Trim - Black Trim	
			Color, Lt Stabilzr Pan, LS Front - Red	
			Color, Lt Stabilzr Pan, LS Rear - Red	
			Color, Lt Stabilzr Pan, RS Front - Red	
			Color, Lt Stabilzr Pan, RS Rear - Red	
389	0068703		Lights, Grote Supernova LED, Stabilizer Beam, (1) Set	1
390	0762387		Lights, Stabilizer Scene, (3) sets, Amdor AY-LB-12HW012, 100AAT	1
391	0807480	SP	120 Volt To Tip, No Recepticles, Inverter, 100AAT	1
392	0806094	SP	Light, Wln PCPSM2A*, 120 Volt Side of Basket, 2nd 100AAT	1
			Qty, - 01	
			Location, Sw, Arl AC Lts - S) 2 Pos	
			Color, Wln Lt Housing - Black Cover	
			Location, Lts 100AAT, Left Side - Left Side, Upper Center (LB2)	
			Location, Lts 100AAT Right Side - No Light Required	
393	0834224	SP	Light, HiViz, FT-MB-6-**-*, FT-MBKIT-LPX-*, 12 VDC Under Corner Step, 100AAT 1st	2
			Qty, - 02	
			Location, Sw, Arl AC Lts - Same Control as Front Basket Lts.	
			Color, Lt Housing HiViz - Black	
			Scene Light Optics - flood	
			Location, Lts Under 100'AAT Steps - LS Under Corner Step Center (US5) and RS Under Corner Step Center (US11)	
394	0740047	SP	Light, Wln PCPSM2A*, 120 Volt Side of Basket 100AAT	1
			Qty, - 01	
			Location, Sw, Arl AC Lts - S) 2 Pos	
			Color, Wln Lt Housing - Black Cover	
			Location, Lts 100AAT, Left Side - No Light Required	
			Location, Lts 100AAT Right Side - Right Side, Upper Center (RB2)	
395	0737181		Intercom, 2-Way Fire Research ICA910 Hands Free	1
396	0540918		Not Required, Breathing Air to Tip, Aerial Platform	1
397	0024742		Not Required, Mask, Breathing Air To Tip	1
398	0767396		Aerial Pedestal, 100AAT	1
399	0766834		Lyfe Brackets, 3-In-1, Used w/Duo-Safety 875 Ladders ONLY, 100AAT	1
400	0767148		Turntable Access, ManSaver Bar, Red	1
401	0804860		Waterway, 100AAT	1
			Aerial Waterway Drain 100AAT - Standard Location, Right Side	
402	0729406		Valve, (1) TFT VUM (Valve Under Monitor), Manual	1
403	0683601		Monitor, TFT Monsoon Y4-EP1A-P Electric, (Use w/ VUM)	1
			Nozzle, Monitor 1, PAP - TFT MST-4NJ Tips/XF-SS10-NN Shaper	
404	0086971		Flowmeter, Waterway, MUX, PAP	1
405	0009364		Inlet, 5.00", S/S, w/ Pump, Right Side, 100AAT	1
406	0047901		Not Required, Tools, Aerial, PAL/PAP	1
407	0839698		Manuals and Training, Aerial, English	1
			Training Days, Aerial - 3 consecutive days	
			Training Trips, Aerial - one (1) trip	
408	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
409	0816502		NFPA Required Loose Equipment, Quint, NFPA/ULC 2024, Provided by Fire Dept	1
410	0519913		Not Required, Soft Suction Hose	1
411	0027023		No Strainer Required	1
412	0816939		Extinguisher, Dry Chemical, NFPA 2024, Provided by Fire Department	1
413	0816937		Extinguisher, 2.5 Gal. Pressurized Water, NFPA/ULC 2024, Provided by Fire Dept	1

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Line	Option	Type	Option Description	Qty
414	0007482		Not Required, Crowbars	1
415	0007484		Not Required, Claw Tools	1
416	0816998		Axe, Flathead, Provided by Fire Department	1
417	0817000		Axe, Pickhead, Provided by Fire Department	1
418	0007494		Not Required, Sledgehammers	1
419	0741569		Paint Process / Environmental Requirements, Appleton	1
420	0709651		Paint, Three-Tone Color, Velocity/Impel	1
			Paint Color, Upper Area, Predefined - 644 Shield, Cab - Standard Shield Paint Color, Lower Area, Predefined - Match Upper Color Paint Break, Cab - Standard Three-Tone Cab Break Paint Color, Middle Area, Predefined - 672	
421	0709845		Paint, Single Color, Body	1
			Paint, Body - Match Lower Cab	
422	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Lower Job Color	
423	0693797		No Paint Required, Aluminum Front Wheels	1
424	0693792		No Paint Required, Aluminum Rear Wheels	1
425	0733739		Paint, Axle Hubs	1
			Paint, Axle Hub - Lower Job Color	
426	0007230		Compartment, Painted, Spatter Gray	1
427	0792638		Aerial Platform Paint	1
			Paint Color, Aerial Device - Charcoal Metallic 672 Paint Color, Turntable - charcoal metallic 672 zinc rich Paint Color, Boom Support - black 101 Paint Color, Cylinders - charcoal metallic 672 Paint Color, Aerial Torque Box - black 101 paint Paint Color, Aerial Stabilizers - black 101 Paint Color, Aerial Basket - charcoal metallic 672 Paint Color, Aerial Rotation Motor - Black Paint Color, Aerial Control Console - charcoal metallic 672	
428	0544087		Reflective Band, 6"	1
			Color, Reflect Band - A - e) black	
429	0510041		Reflective across Cab Face, Imp/Vel	1
430	0820082		Stripe, Chevron, Rear, Reflective, NFPA/ULC 2024, Aerial	1
			Color, Reflect Band - A - c) ruby red Color, Reflect Band - B - p) black	
431	0598754		Stripe, Reflective/Diamond Grade, 4.00" on Stabilizers	1
			Color, Reflect Band - A - c) ruby red	
432	0027341		Jog, In Reflective Stripe, Single or Multiple	1
			Qty, - 1	
433	0512024		Stripe, Reflective, Chevron/Inverted "V", On Front Bumper	1
			Color, Reflect Band - A - c) ruby red Size, Chevron Striping - 06 Color, Reflect Chev - A - c) ruby red	
434	0065687		Stripe, Reflective, Cab Doors Interior	1
			Color, Reflective - e) black	
435	0027286		Not Required, Lettering Specs	1
436	0007472		[Lettering not Requested]	1
437	0766493		Emblem, American Flag Muted w/Thin Red Line, Ptd Cab Grille, All Custom Chassis	1
438	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
			Qty, - 01	
439	0772037		Manual, Chassis Service, USB Flash Drive, Custom	1
			Qty, - 01	
440	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom, English	1
441	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
442	0611136		Warranty, Chassis, 3 Year, Velocity/Impel, WA0284	1
443	0735523		Warranty, Engine, Paccar MX13, 5 Year, WA0386	1
444	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
445	0595767		Warranty, Frame, 50 Year, Velocity/Impel, WA0038	1
446	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
447	0644874		Warranty, Axle, 3 Year, TAK-4, IRS, WA0249	1

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Line	Option	Type	Option Description	Qty
448	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
449	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
450	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
451	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
452	0695416		Warranty, Pierce Camera System, WA0188	1
453	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
454	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
455	0685945		Warranty, Transmission Cooler, WA0216	1
456	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
457	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
458	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
459	0734463		Warranty, Pump, Waterous, 7 Year Parts, WA0382	1
460	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
461	0641372		Warranty, Foam System, Not Available	1
462	0006999		Warranty, Structure, 20 Year, Aerial Device, WA0052	1
463	0687388		Warranty, Swivels, 5 Year, Aerial Device, WA0197	1
464	0685727		Warranty, Hydraulic System and Components, 3 Year/5 Year, WA0200	1
465	0687327		Warranty, Waterway, 10 Year, Aerial Device, WA0198	1
466	0595860		Warranty, Paint, 4 Year, Aerial Device, Pro-Rated, WA0047	1
467	0553455		Warranty, Electronics, 5 Year, MUX, WA0014	1
468	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
469	0593921		Not Required, Warranty, No Lettering	1
470	0819254		Certification, Vehicle Stability, CD0196	1
471	0808574		Certification, Engine Installation, VEL, Paccar MX, 2027	1
472	0686786		Certification, Power Steering, CD0098	1
473	0892701		Certification, Cab Integrity, Impel/Velocity FR, CD0190	1
474	0548950		Certification, Cab Door Durability, Velocity/Impel, CD0001	1
475	0548967		Certification, Windshield Wiper Durability, Impel/Velocity, CD0005	1
476	0667411		Certification, Electric Window Durability, Velocity/Impel FR, CD0004	1
477	0549273		Certification, Seat Belt Anchors and Mounting, Imp/Vel/Vel SLT, CD0018	1
478	0735950		Certification, Cab HVAC System Perf, Vel/Imp FR, CD0166/CD0168/CD0176/CD0177	1
479	0545073		Amp Draw Report, NFPA Current Edition	1
480	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
481	0799248		Appleton/Florida BTO	1
482	0000053		Ascendant Tower	1
483	0000012		PIERCE CHASSIS	1
484	0735525		PACCAR MX13 ENGINE	1
485	0046396		EVS 4000 Series TRANSMISSION	1
486	0830902		WATEROUS PUMP ESU1 AAT	1
487	0020009		POLY TANK	1
488	0028047		NO FOAM SYSTEM	1
489	0020006		SIDE CONTROL	1
490	0020007		AKRON VALVES	1
491	0020015		ABS SYSTEM	1
492	0755454		AERIAL MEDIUM	1

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EXHIBIT C - PROPOSAL

SEE PROPOSAL FOR Bid Number 1258 Dated September 16, 2026.

Draft

September 16, 2026

Battalion Chief Jim Sustek
City of Crystal Lake
100 W Municipal Complex
Crystal Lake, IL 60039

Subject: **Proposal for one (1) Pierce Velocity 100' Ascendant Tower**
Proposal / Bid 1258

Dear Battalion Chief Sustek,

With regard to the above subject, please find attached our completed proposal. Pricing, is as follows, including 100% prepay option.

Pricing Summary:

Sale Price – **$2,584,000.00***
Houston-Galveston Area Council (HGAC) Consortium Pricing.

100% Performance Bond:

Should the City of Crystal Lake elect to have us provide a Performance Bond, $7,607.00 will need to be added to the above sale price.

100% Prepayment Option:

Should the City of Crystal Lake elect to make a 100% prepayment at contract signing, a discount of ($240,437.00) can be subtracted from the above "Sale Price" resulting in a revised contract price of **$2,343,563.00 OR $2,351,170.00 with Performance Bond**.

Terms and Conditions:

Taxes – Not Applicable

Freight – F.O.B. – Appleton, WI / Shipping to Crystal Lake, IL

Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI). Net due at Contract signing for **Prepay discount** to be applicable.

Delivery* – 47 - 50 months from receipt and acceptance of contract.

**Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.*

Draft

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

Various state or federal regulation agencies (e.g., NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. Any future drive train upgrades (engine, transmission, axles, etc.) or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. The Company reserves the right to update pricing in response to manufacturer-imposed increases as a result of PPI inflation. The Company will document and itemize any such price increase for the Customer's review and approval before proceeding. Should the customer choose not to accept the pricing update, the customer has the ability to cancel without penalty.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid **until October 30, 2026**. *After October 30, 2026 Sale Price will increase to estimated $2,610,000.00*

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 630-973-9081 or dan.rudnicki@macqueengroup.com .

We wish to thank the City of Crystal Lake for the opportunity to submit our proposal.

Respectfully,

Dan Rudnicki

Dan Rudnicki
Apparatus Sales
MacQueen Equipment LLC
DBA MacQueen

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Agenda Item No: 17

City Council
Agenda Supplement

Meeting Date: October 20, 2026

Item: Ordinance waiving the procurement requirements under City Code Section 102-3 and authorizing the purchase of two Ford Escapes

Staff Recommendation: Motion to adopt an Ordinance waiving procurement requirements under City Code Section 102-3 and authorize the City Manager to execute agreements with authorized Ford dealerships for the purchase of two Ford Escapes in a total amount of $68,922.26 and execute change orders for up to 10% of the contract amount

Staff Contact: Matt Farmer, P.E., Director of Public Works and Engineering

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Background:
The fiscal year 2026 budget includes funds for the replacement of two vehicles for the Community Development Department. The procurement methods authorized by the City Code require that, due to their cost, vehicles be purchased either through an agreement awarded by an authorized cooperative or through a sealed bidding process. The Public Works Department pursued the purchase of Toyota RAV4s through the Sourcewell cooperative contract; however, only a limited number of vehicles were made available under the contract, and they sold out shortly after becoming available. In addition, the Sourcewell cost for the Toyota RAV4 is $35,570.05 each.

Staff researched alternative vehicles to the Toyota RAV4 and based on budget constraints and vehicle availability; staff recommends the purchase of two Ford Escape SUVs — a model already in service in the City's fleet. This model was not pursued originally as Ford has discontinued production of the Ford Escape and new vehicles can now only be obtained from the remaining dealer inventory. Because this inventory is limited and continues to sell, a sealed bidding process is not practical, as dealerships are unable to guarantee that a specific vehicle will remain available through the bid advertisement, opening, and award process.

Continuing with the Ford Escape also maintains continuity within the City's fleet. Staying with a model that is already in service allows the City to make use of existing parts, equipment, and maintenance familiarity, while also providing consistency for the employees who operate the vehicles.

Staff contacted Ford dealerships with remaining Ford Escape inventory and identified two vehicles that meet the needs of the Community Development Department. Both vehicles are priced at or below the manufacturer's suggested retail price (MSRP) and are within the budgeted amount. The vehicle details and pricing are listed in the table below:

Vehicle	Model Year / Trim	Color	MSRP	Purchase Price	Budgeted Amount
Ford Escape #1	2026 Active 4 door All Wheel Drive	Gray Metallic	$35,580.00	$34,369.63	$36,000.00
Ford Escape #2	2026 Active 4 door All Wheel Drive	Gray Metallic	$35,580.00	$34,552.63	$36,000.00
Total			**$71,160.00**	**$68,922.26**	**$72,000.00**

City staff, after reviewing the available inventory and current market pricing, has determined that the proposed pricing is appropriate under current market conditions. The total purchase price of $68,922.26 is below MSRP and is $2,217.84 below the budgeted amount of $72,000.00.

Recommendation:

The pricing for two Ford Escapes is presented with a request to waive the procurement process outlined in Section 102-3 of the City Code. The current Code does not permit the procurement of commodities valued over $25,000 based solely upon solicited quotes. However, despite pursuing the options allowed under the Code, the Public Works Department has not been able to procure the budgeted vehicles. Based on the factors discussed above, City staff believes that purchasing two Ford Escapes from Ford dealerships with available inventory, at or below MSRP and within the budgeted amount, would be 'the most advantageous to the City,' and recommends waiving the procurement requirements outlined in Section 102-3.

Funds have been budgeted for this purchase.

Votes Required to Pass:

Two-thirds of the City Council members holding office (four votes) excluding the mayor.

Ordinance #:_____

ORDINANCE APPROVING THE WAIVER OF PROCUREMENT PROCEDURES OF THE CITY CODE SECTION 102-3

WHEREAS, the City has budgeted for the replacement of vehicles during including vehicles within the Community Development Department; and

WHEREAS, despite pursuing the procurement options allowed under the Code, the Public Works Department has not been able to procure the budgeted vehicles; and

WHEREAS, City staff has identified two Ford Escapes available from Ford dealerships at prices at or below the manufacturer's suggested retail price and within the budgeted amount; and

WHEREAS, it has been determined to be most advantageous to the CITY to authorize the City Manager to enter into up to two agreements for the purchase of up to two Ford Escapes; and

WHEREAS, the Mayor and City Council have found and determined that waiver of the formal procurement procedures under Section 102-3 of the City Code 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 THAT:

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

SECTION TWO. Waiver of Procurement Requirements for Purchase of Ford Escapes. The waiver of the formal procurement requirements under Section 102-3 of the Code is approved, and the City Manager is hereby authorized to enter into up to two agreements with Zeigler Auto Group and Arlington Heights Ford for the purchase of up to two Ford Escapes, at prices at or below the manufacturer's suggested retail price, for a total amount of $68,922.26 and execute change orders for up to 10% of the contract amount.

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

DATED this 20th day of October, 2026.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL:

ATTEST:

_____
Nick Hammonds, CITY CLERK

PASSED: October 20, 2026
APPROVED: October 20, 2026

Draft

ARLINGTON HEIGHTS Ford

Date: 10/6/2026
Salesperson: Natalya King
Manager: Marco Saldana
Deal Number: 419215
Customer ID #: 199324

FOR INTERNAL USE ONLY

BUSINESS NAME	City of Crystal Lake Illinois	Home Phone :	
CONTACT	Kevin		
Address :	100 W. Woodstock Street CRYSTAL LAKE, IL 60014 MCHENRY	Work Phone :	
E-Mail :	Khill@crystallake.org	Cell Phone :	(815) 353-8927

VEHICLE

Stock # : A260034 | New / Used : New | VIN : 1FMCU9GN9TUA13829 | Mileage: 10

Vehicle : 2026 Ford Escape | Color : Gray Metallic

Type : Active 4dr All-Wheel Drive | U9G

Total Price	35,580.00
Discount	1,311.00
Adjusted Price	34,269.00
Taxable Fees (Estimated)	35.00
Documentation Fee	377.63
Non Tax Fees	188.00
Net Price	34,869.63
Cash Deposit	500.00
Balance	34,369.63

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

Customer Approval: _____ Management Approval: _____

Draft

AUTO GROUP
ZEIGLER

CUST# 65750

RETAIL PURCHASE AGREEMENT

Deal Number: 1012845

Purchaser's Name(s): CITY OF CRYSTAL LAKE Date: 10/06/2026

Address: 100 W WOODSTOCK ST CRYSTAL LAKE IL 60014 County: MCHENRY

Telephone (1): Telephone (2): DOB:

E-mail: State I.D.# N/A Issuing State: N/A Exp. Date: N/A

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR	MAKE	MODEL	COLOR	STOCK NO.
2026	FORD	ESCAPE	GREY	6147

VIN/SERIAL NO.	ODOMETER READING	SALESPERSON:
1FMCU9MN9TUA26309	☐ Not Accurate 15	

THE VEHICLE IS: ☒ NEW ☐ USED

PRIOR USE DISCLOSURE: ☐ DEMONSTRATOR ☐ EXECUTIVE ☐ RENTAL ☐ OTHER

WARRANTY STATEMENT

Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services. If we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction, we may not limit or modify the implied warranties. CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Traducción española: Vea Párrafo 14. This Vehicle is being sold by our Dealership to you:

☐ **AS-IS. You will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the Vehicle. We expressly disclaim all express and implied warranties, including any implied warranties of merchantability and fitness for a particular purpose. The vehicle is sold AS-IS because:**

☐ It is a new vehicle.
☐ It is a used vehicle with more than 150,000 miles.
☐ Other: N/A

☐ **With the attached Power Train Warranty.** No express warranty or implied warranty of fitness for any particular purpose or implied warranty of merchantability beyond that set forth in the Power Train Warranty is given by Dealership unless a box is marked below indicating that the Vehicle is sold with a Used Vehicle Limited Warranty from Dealership or Dealership enters into a Service Contract with you at the time of, or within 90 days of, the date of this transaction. **Please refer to the Power Train Warranty section below.**

☐ **With the attached Used Vehicle Limited Warranty.** Any implied warranties shall apply for the duration required by State Law or the duration of the Used Vehicle Limited Warranty, whichever is longer.

☐ **With a Service Contract between you and** N/A

x N/A x N/A

POWER TRAIN WARRANTY

Illinois law requires that this Vehicle will be free of a defect in a power train component for 15 days or 500 miles after delivery, whichever is earlier, except with regard to particular defects disclosed on the first page of this Agreement. "Power train component" means the engine block, head, all internal engine parts, oil pan and gaskets, water pump, intake manifold, transmission, and all internal transmission parts, torque converter, drive shaft, universal joints, rear axle and all rear axle internal parts, and rear wheel bearings. You (the consumer) will have to pay up to $100 for each of the first 2 repairs if the warranty is violated.

x N/A x

WAIVER OF THE IMPLIED WARRANTY OF MERCHANTABILITY FOR PARTICULAR DEFECTS (PLEASE SEE ATTACHED WAIVER)

Attention Consumer: Sign here only if the seller has told you that this Vehicle has the following problem or problems and you agree to buy the Vehicle on those terms:

1. N/A
2. N/A
3. N/A

Consumer's Signature(s): N/A **Date:** N/A

TRADE-IN VEHICLE INFORMATION

Year:	Make:	Model:	Color:
N/A	N/A	N/A	N/A

VIN/Serial No: N/A Odometer Reading: ☐ Not Accurate N/A

Trade-In Allowance: N/A Balance Owed & Lienholder: N/A

OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS

☐ PLEASE SEE THE DELIVERY CONFIRMATION
☐ PLEASE SEE THE CONDITIONAL (SPOT) DELIVERY AGREEMENT

CASH PRICE OF VEHICLE	34140.00
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
CVR Fee	35.00
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
DOCUMENTARY FEE* (See Paragraph 12)	377.63
OPTIONAL ERT FEE	N/A
TOTAL DUE	34552.63
LESS DEPOSIT/DOWN PAYMENT (If Deposit, see Deposit Receipt)	N/A
LESS REBATE	N/A
N/A	N/A
N/A	N/A
N/A	N/A
LESS CASH DUE AT DELIVERY	500.00
AMOUNT TO BE FINANCED (See Paragraphs 17 and 19)	34052.63

This Agreement and any documents which are a part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

10/06/2026
Purchaser

Accepted by Authorized Dealership Representative 10/06/2026

N/A
Purchaser

DealerCAP

94503*1*ZNR-FI
CATALOG #6963153_B

10/07/2026 12:48 pm

© 2015 CDK Global, LLC Illinois (01/20)

$500 Deposit is refundable

Draft

Agenda Item No: 18

City Council
Agenda Supplement

Meeting Date: October 20, 2026

Item: Adoption of Provisions of the 2024 International Fire Code

Staff Recommendation: Motion to adopt an Ordinance Amending Chapter 251 of the City Code to adopt provisions of the 2024 International Fire Code (IFC), Chapter 12 – Energy Systems, Chapter 3, Section 320 – Lithium-Ion and Lithium Metal Battery Storage, and Section 322 – Powered Micromobility Devices as published by the International Code Council.

Staff Contact: Craig Snyder, Fire Rescue Chief,
Heidi Olsen, Deputy Fire Rescue Chief

Background:

The increased use of Energy Storage Systems (ESS) and lithium-ion battery technology has created new fire and life-safety considerations for the City. Energy storage installations, battery storage facilities, and battery-powered micromobility devices present hazards that may not be adequately addressed by older locally adopted code provisions. The City currently utilizes the 2018 edition of the International Building Code (IBC) and the International Fire Code (IFC), but this edition is very limited in the regulation of Energy Storage Systems.

The 2024 International Fire Code (IFC) provides updated requirements which address these emerging technologies for both residential and commercial use. Chapter 12, including Section 1207, addresses Energy Storage Systems, while Section 320 addresses the storage of lithium-ion and lithium metal batteries. Section 322 addresses powered micromobility devices and associated lithium-ion and lithium metal battery charging and storage.

The proposed update is also intended to keep the City's regulations aligned with the evolving State of Illinois requirements affecting Energy Storage Systems and related energy technologies and providing local fire officials with current standards for plan review, permitting, inspection, and emergency response.

The Fire Rescue Department will be reviewing the upcoming 2027 update to the IFC for possible adoption, but the rapid evolution of ESS and lithium battery technology and more widespread

availability of these emerging technologies warrants the separate adoption of the above referenced standards at this time.

Adopting Proposed Code Update:

City Staff and Legal Counsel prepared an Ordinance addressing the following provisions of the 2024 IFC:

- Chapter 12 – Energy Systems, including Section 1207, Energy Storage Systems;
- Chapter 3, Section 320 – Lithium-Ion and Lithium Metal Battery Storage; and
- Chapter 3, Section 322 – Powered Micromobility Devices.

Any proposed local amendments will be presented to the City Council as part of the Ordinance for formal consideration.

Fiscal Impact:

There is no anticipated significant direct fiscal impact associated with initiating the code-update process. Any future fiscal impacts associated with implementation, training, inspection, or enforcement will be identified as part of the Ordinance review process.

Recommendation:

Staff recommends the adoption of an Ordinance amending the City Code to incorporate the applicable provisions of the 2024 International Fire Code identified above. The City's Legal Counsel has reviewed the Ordinance amendment for compliance with all applicable Illinois statutory and administrative requirements.

Votes Required to Pass:

Simple majority.

Ord. No.
File. No.

The City of Crystal Lake

AN ORDINANCE AMENDING CHAPTER 251(FIRE CODE) OF THE CODE OF ORDINANCES OF THE CITY OF CRYSTAL LAKE

WHEREAS, Chapter 251 of the Code of Ordinances of the City of Crystal Lake ("the City") establishes the Fire Code for the City (the "Fire Code"); and

WHEREAS, Section 251-1 of the Fire Code adopts by reference the International Fire Code, 2018 Edition, and subsequent amendments published by the International Code Council, Inc. (the "2018 IFC"); and

WHEREAS, Section 251-2 of the Fire Code adopts certain additions, insertions and amendments to the 2018 IFC; and

WHEREAS, energy storage technologies, including stationery energy storage systems, lithium-ion battery powered devices and battery-powered micromobility devices are increasingly available within the marketplace and present fire-safety considerations that are not comprehensively addressed by earlier editions of the International Fire Code or locally adopted code provisions; and

WHEREAS, the 2024 International Fire Code (the "2024 IFC") provides updated requirements addressing these emerging technologies, including, Chapter 12 – "Energy Systems", Section 320 of Chapter 3 –Lithium-Ion and Lithium Metal Battery Storages, and Section 322 of Chapter 3 –"Powered Micromobility Devices"; 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 amend Chapter 251 of the City Code to incorporate by reference the aforementioned sections of the 2024 IFC.

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

Draft

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

SECTION TWO. Addition of Section 251-3 Chapter 251 of the City Code is hereby amended to add new Section 251-3 which will hereinafter provide as follows:

§251-3. **Adoption of Designated Sections of the 2024 International Fire Code.**

A. The following sections of the International Fire Code 2024 Edition, and subsequent amendments thereto, published by the International Code Council, Inc. shall be and are hereby adopted by reference:
   (1) Chapter 12 –entitled "Energy Systems"

   (2) Section 320 of Chapter 3—entitled "Lithium-Ion and Lithium Metal Battery Storage"

   (3) Section 322 of Chapter 3 – entitled "Powered Micromobility Devices"

B. To the extent that a conflict exists between the provisions of the 2018 International Fire Code and the provisions of the 2024 International Fire Code adopted by this section, the provisions of such adopted provisions of the 2024 International Fire Code shall control.

SECTION THREE: Effective Date.

This Ordinance shall be in full force and effect from and after is passage, approval and publication in pamphlet form in the manner provided by law.

DATED at Crystal Lake, Illinois, this 20th day of October, 2026.

City of Crystal Lake, an
Illinois municipal corporation

_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: October 20, 2026
APPROVED: October 20, 2026

Draft

Agenda Item No: 19

City Council
Agenda Supplement

Meeting Date: October 20, 2026

Item: Bid Award – Pedestrian Safety Enhancements

Staff Recommendation: Motion to award the bid for the Pedestrian Safety Enhancements project to the lowest responsive and responsible bidder, Acura, Inc., and adopt a Resolution authorizing the City Manager to execute a contract with Acura, Inc. in the amount of $395,596.40, execute change orders for up to 10% of the contract amount, and approve warranted completion date change orders relating to the contract

Staff Contact: Matt Farmer, P.E., Director of Public Works and Engineering

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Background:
The Pedestrian Safety Enhancements project is designed to improve the visibility and safety of pedestrian crossings at two locations in the City: Pingree Road at Grandview Drive, and IL Route 176 at Lorraine Drive. The project supports the City's broader goal of providing safe and accessible transportation options, particularly near high-use routes where residents frequently walk or bike.

At Pingree Road and Grandview Drive, the work includes the installation of two new solar-powered Rectangular Rapid Flashing Beacons (RRFBs) mounted overhead on steel mast arm poles on the north leg of the intersection. The new assemblies include LED overhead lighting that activates with the RRFB to illuminate the crosswalk, along with audible push-buttons that announce when the warning lights are flashing. Work also includes sidewalk removal and relocation, curb and storm sewer adjustments, and new thermoplastic crosswalk markings to shift the northeast curb west, shortening pedestrian crossing distance. The existing RRFB at this location will remain in operation until the new system is fully operational and accepted by the City.



At IL Route 176 and Lorraine Drive, the work includes the installation of two pedestrian-activated flashing beacons, sidewalk removal and replacement, and appropriate signage. The McHenry County Conservation District Regional Prairie Trail crosses IL Route 176 at this location and sees a high volume of pedestrians. While staff is assessing a long-term option to re-route the Prairie Trail through the downtown, this concept is in early evaluation and not imminent. Because IL Route 176 is under the jurisdiction of the Illinois Department of Transportation (IDOT), the City has obtained IDOT approval for this work, and the contractor will be required to obtain an IDOT highway permit.



On September 18, 2026, staff publicly opened and read aloud bids received. The breakdown of bids is as follows:

Bidder	Total Bid
√ **Acura, Inc.**	**$395,596.40**
Alliance Contractors, Inc.	$400,388.00
Landmark Contractors, Inc.	$426,333.94
Martam Construction, Inc.	$477,844.00

√ Indicates recommended lowest responsive and responsible bidder

Construction is anticipated to commence in the spring of 2027.

Recommendation:

It is the recommendation of City staff to award the Pedestrian Safety Enhancements project to the lowest responsive and responsible bidder, Acura, Inc., in the amount of $395,596.40.

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: (1) whose bid substantially conforms to the material provisions of the bid specifications, (2) who demonstrates the financial capacity and ability to undertake and complete the project in question in accordance with bid specifications, and (3) 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 and have found them to meet all of the City's requirements. Construction is not anticipated to commence until spring of 2027. Sufficient funds are available in the proposed 2027 budget for this project.

Votes Required to Pass:

Simple Majority

RESOLUTION

WHEREAS the CITY desires to improve pedestrian safety at the crossings at Pingree Road and Grandview Drive and at Route 176 and Lorraine Drive through the installation of rectangular rapid flashing beacons and pedestrian-activated flashing beacons; and

WHEREAS the CITY received and publicly opened bids for the Pedestrian Safety Enhancements project on September 18, 2026; and

WHEREAS the lowest responsive and responsible bidder is Acura, Inc., Bensenville, 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 Acura, Inc. for the Pedestrian Safety Enhancements project in the amount of $395,596.40; and

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

DATED this 20th day of October, 2026.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL:

ATTEST:

_____
Nick Hammonds, CITY CLERK

PASSED: October 20, 2026
APPROVED: October 20, 2026

Draft

THE CITY OF CRYSTAL LAKE

CONTRACT FOR THE CONSTRUCTION OF

PEDESTRIAN SAFETY ENHANCEMENTS

BIDDER'S PROPOSAL

Full Name of Bidder Acura Inc. ("Bidder")

Principal Office Address 556 County Line Road, Suite B., Bensenville, IL. 60106

Local Office Address 556 County Line Road, Suite B., Bensenville, IL. 60106

Contact Person Nico DiGioia Telephone 630-766-9979

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

Attention: Michael Wisinski – Public Works Manager
SEALED BID: PEDESTRIAN SAFETY ENHANCEMENTS

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 Pedestrian Safety Enhancements (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 specified in the

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

CODE NO.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT COST	TOTAL
20200100	EARTH EXCAVATION	CU YD	25	$80.00	$2,000.00
21101625	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	125	$25.00	$3,125.00
25000210	SEEDING, CLASS 2A	SQ YD	125	$16.00	$2,000.00
25000400	NITROGEN FERTILIZER NUTRIENT	POUND	2.2	$6.00	$13.20
25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	2.2	$6.00	$13.20
25100630	EROSION CONTROL BLANKET	SQ YD	125	$5.00	$625.00
28000400	PERIMETER EROSION BARRIER	FOOT	150	$15.00	$2,250.00
28000500	INLET AND PIPE PROTECTION	EACH	1	$200.00	$200.00
28000510	INLET FILTERS	EACH	1	$300.00	$300.00
35101600	AGGEGATE BASE COURSE. TYPE B 4"	SQ YD	111	$15.00	$1,665.00
35501312	HOT-MIX ASPHALT BASE COURSE, 7"	SQ YD	75	$200.00	$15,000.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	20	$1.00	$20.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, MIX "D". N50	TONS	3	$800.00	$2,400.00
40604060	HOT-MIX ASPHALT SURFACE COURSE, IL -9. 5, MIX "D". N50	TON	2	$1,000.00	$2,000.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	800	$50.00	$40,000.00
42400800	DETECTABLE WARNINGS (GALVANIZED STEEL)	SQ FT	110	$60.00	$6,600.00
44000100	PAVEMENT REMOVAL	SQ YD	1325	$3.00	$3,975.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	180	$10.00	$1,800.00
44000600	SIDEWALK REMOVAL	SQ FT	800	$8.00	$6,400.00
550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	6	$600.00	$3,600.00
60238800	INLETS TYPE A	EACH	1	$4,000.00	$4,000.00
60500060	REMOVING INLETS	EACH	1	$800.00	$800.00
60600605	CONCRETE CURB, TYPE B	FOOT	50	$100.00	$5,000.00
60603900	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	210	$100.00	$21,000.00

SCHEDULE OF PRICES (CONT'D.)

60605000	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	FOOT	25	$100.00	$2,500.00
67100100	MOBILIZATION	LSUM	1	$24,000.00	$24,000.00
72000100	SIGN PANEL, TYPE 1	SQ FT	53	$60.00	$3,180.00
72000200	SIGN PANEL, TYPE 2	SQ FT	30	$90.00	$2,700.00
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	270	$16.00	$4,320.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	24	$40.00	$960.00
78300202	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ FT	350	$15.00	$5,250.00
87702840	STEEL COMBINATION MAST ARM ASSEMBLY AND POLE 22 FT.	EACH	1	$18,000.00	$18,000.00
87702870	STEEL COMBINATION MAST ARM ASSEMBLY AND POLE 28 FT.	EACH	1	$24,000.00	$24,000.00
87800100	CONCRETE FOUNDATION, TYPE A	FOOT	28	$400.00	$11,200.00
88000105	FLASHING BEACON INSTALLATION (COMPLETE)	EACH	2	$13,000.00	$26,000.00
X1400326	RECTANGULAR RAPID FLASHING BEACON ASSEMBLY WITH OVERHEAD LIGHTING (COMPLE	EACH	2	$42,000.00	$84,000.00
	REMOVAL AND SALVAGE OF EXISTING RRFB	EACH	2	$1,000.00	$2,000.00
X7010216	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1	$15,000.00	$15,000.00
X7240500	RELOCATE EXISTING STOP SIGNS (R1-1)	EACH	1	$300.00	$300.00
Z0013798	CONSTRUCTION LAYOUT	LSUM	1	$15,000.00	$15,000.00
Z0017400	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	1	$1,000.00	$1,000.00
	REMOVE AND RELOCATE EXISTING SIGNS	EACH	16	$400.00	$6,400.00
	OWNER ALLOWANCE	DOLLAR	25,000	$1.00	$25,000.00
				TOTAL	**$395,596.40**

TOTAL CONTRACT PRICE:

Three Hundred Ninty Five Thousand Five Hundred Ninty Six and 40/100
(in writing)

$395,596.40
(in figures)

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

Agenda Item No: 20

City Council
Agenda Supplement

Meeting Date: October 20, 2026

Item: Authorizing Participation in Keystone Purchasing Network Cooperative and Purchase of New Benches for Downtown Crystal Lake Using Sourcewell Purchasing Cooperative Contract #110421-ALT and Keystone Purchasing Network

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute agreements to participate in cooperative Keystone Purchasing Network and to purchase 40 DuMor benches using Keystone Purchasing Network and Sourcewell purchasing cooperative contract #110421-ALT

Staff Contact: Kathryn Cowlin, Director of Community Development

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Background:

The Community Department budget for 2026 includes funds for the replacement of the Downtown benches. The existing benches have reached the end of their useful life. The existing benches are more than 20 years old. The proposal is to switch from a wood seat to a full metal bench. This equipment has a typical service life of greater than 20 years. The proposed benches were reviewed by the Downtown Crystal Lake Association and received their recommendation. They complement the traditional feel of downtown.

Existing Benches (worn, staining does not last)	Proposed DuMor bench (arms not illustrated)
	

Staff researched alternative equipment and market pricing and recommends the contract pricing provided by NuToys Leisure Products for DuMor benches through the Sourcewell contract #110421-ALT and Keystone Purchasing Network as the most advantageous to the City. The proposal includes a discount of $8,708. The discounted pricing available through the cooperative contract as well as the details about the benches are illustrated in the table below.

In researching bench options, benches from Landscape Forms, the supplier of the bench toppers for the Depot Park seatwalls were reviewed. The pricing per unit was greater than the recommended benches and are not available through the Sourcewell purchasing cooperative. In addition, the recommended benches are made of cast steel which are heavier and more substantial. This is a benefit since the benches in downtown are highly utilized.

Equipment for Purchase	Unit Price	List Price & Delivery Costs	Cooperative Discount	Total Price After Cooperative Discount
DuMor Type 90 - 6' bench with side and middle arms (painted black)	$1,955	$83,400	$8,708	**$70,000**
Landscape Forms Austin bench wood	$2,180	-	-	**$87,200**
Landscape Forms Austin bench aluminum	$2,690	-	-	**$107,600**
Landscape Forms Melville bench wood	$2,590	-	-	**$103,600**
Landscape Forms Melville bench aluminum	$2,700	-	-	**$108,000**

The pricing provided through Sourcewell purchasing cooperative contract #110421-ALT 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.

The addition of the Keystone Purchasing Network also results in a second discount. It is advantageous to join the purchasing cooperative in order to receive the additional reduction in price.

Votes Required to Pass:
Simple Majority

Res. 26R-

RESOLUTION

WHEREAS Downtown Crystal Lake's benches have been evaluated by City staff and have been determined to be in need of replacement in order to maintain adequate seating in the heart of the community; and

WHEREAS the City has budgeted for the replacement of the benches during the 2026 fiscal year; and

WHEREAS City staff have determined that DuMor benches are the most responsible replacement to the existing benches; and

WHEREAS the City utilizes purchasing cooperatives and joint bids to combine purchasing power with other government agencies to reduce costs through Resolution 17R-98; and

WHEREAS the cooperative purchasing can be of great benefit to the City of Crystal Lake by achieving lower bids for services, supplies, or work through aggregation with other purchasers; and

WHEREAS, the purchase of DuMor benches through the Sourcewell Purchasing Cooperative and the Keystone Purchasing Network will allow the City to purchase the DuMor benches at a competitively bid and advantageous price; and

WHEREAS the City Council has the authority to add to the approved list of cooperative agreements and it would be in the best interest of the City to add Keystone Purchasing Network to receive an additional discount on the DuMor benches; and

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

WHEREAS contract #110421-ALT, provided through the Sourcewell purchasing cooperative, offers pricing for the purchase and delivery of forty (40) DuMor benches

Draft

through NuToys Leisure Products as specified by the Community Development Department and further discounts are available in conjunction with the Sourcewell purchase through the Keystone Purchasing Network

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 enter into an agreement with Keystone Purchasing Network to participate in their cooperative purchasing program ; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the purchase agreement between the CITY OF CRYSTAL LAKE and NuToys Leisure Products using Sourcewell purchasing cooperative contract #110421-ALT for the pricing and delivery of (40) new DuMor type 90 benches in the total amount of $70,000.

DATED this 20th day of October, 2026.

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By:_____
Haig Haleblian, MAYOR

SEAL

ATTEST

_____
CITY CLERK

PASSED: October 20, 2026
APPROVED: October 20, 2026

Draft

Box 7075
Westchester, IL 60154
708-579-9055
708-579-0109 (fax)
1-800-526-6197

ORDER FORM/PROPOSAL

Please Provide and/or Verify Bill To and Ship To address information when ordering.

October 14, 2026

BILL TO:
City of Crystal Lake
Department of Community Development
100 W. Woodstock Street
Crystal Lake, IL 60014
Attention: Kathryn Cowlin
EMAIL: kcowlin@crystallake.org

SHIP TO:
TBD

PROJECT NAME: Downtown Benches
CALL 24 HOURS PRIOR TO DELIVERY: Kathryn Cowlin (815) 356-3605

QTY.	ITEM	DESCRIPTION	EACH	TOTAL
		KPN PRICING		
40	92-60	6' Bench without Back, with Center & End Armrests, Black	$ 1,620	$ 64,800
		Shipping Cost		5,200
		Total		$ 70,000



Please include a copy of your Sales Tax Exemption Certificate with Order Placement. Sales Tax will be charged, if applicable.

NOTE: Receiving Party is responsible for removing product from truck to ground upon delivery. Please keep this in mind when providing the Ship To Address, Contact Name and Phone Number. Liftgate and/or Inside delivery are available upon request at additional cost.

TERMS: Our terms are net 30 to tax supported institutions or those who have an account with us. 1-1/2% per month interest will be charged on past due accounts.

Signature	**Title**
Signature Printed	**Date**

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