



**CITY OF CRYSTAL LAKE**  
**AGENDA**  
**CITY COUNCIL**  
**REGULAR MEETING**  
City of Crystal Lake  
100 West Woodstock Street, Crystal Lake, IL  
City Council Chambers  
February 5, 2019  
7:30 p.m.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes – January 15, 2019 Regular City Council Meeting**
5. **Accounts Payable**
6. **Public Presentation**  
*The public is invited to make an issue oriented comment on any matter of public concern not otherwise on the agenda. The public comment may be no longer than 5 minutes in duration. Interrogation of the City staff, Mayor or City Council will not be allowed at this time, nor will any comment from the Council. Personal invectives against City staff or elected officials are not permitted.*
7. **Mayor's Report**
8. **City Council Reports**
9. **Consent Agenda**
  - a. **Class 16 Temporary Liquor License Requests Summer/Fall 2019 – Crystal Lake Park District.**
  - b. **Annual Adoption of Zoning Map.**
10. **Class 16 Temporary Liquor License Request – McHenry County Adult Program**
11. **Tacqueria Las Cumbres, 93 Grant Street – City Code Amendment to increase the number of Class 4 Liquor Licenses.**
12. **Target (Bohl Farm) 5580 Northwest Highway - Planned Unit Development (PUD) Amendment.**
13. **170 Carpathian (Woodlore) Plat of Dedication.**
14. **Hotel/Motel Tax Funding Allocations.**
15. **Ordinance for Traffic Control on North Shore Drive.**
16. **Resolution approving Agreement for use of Right-of-Way between the City of Crystal Lake and MCI metro Access Transmission Services Corp., d/b/a Verizon Access Transmission Services and authorizing the City Manager to execute a Fiber Optic Agreement between the City of Crystal Lake and MCI metro Access Transmission Services Corp., d/b/a Verizon Access Transmission Services.**

- 17. Illinois Department of Transportation – Right-of-Way (ROW) Work Resolution.**
- 18. Bid Award – HVAC Contract Municipal Facilities.**
- 19. Bid Award – Well #13 and Well#15 Rehabilitation.**
- 20. Council Inquiries and Requests.**
- 21. 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.**
- 22. Reconvene to Regular Session.**
- 23. Adjourn.**

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



**Agenda Item No: 9a**

**City Council  
Agenda Supplement**

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<b><u>Meeting Date:</u></b>	February 5, 2019
<b><u>Item:</u></b>	Class 16 Temporary Liquor License Requests – Crystal Lake Park District 2019 Summer/Fall Events
<b><u>Staff Recommendation:</u></b>	Motion to approve issuance of twelve (12) Class 16 Temporary Liquor Licenses to the Crystal Lake Park District for the Park District’s 2019 Summer/Fall events.
<b><u>Staff Contact:</u></b>	Eric Helm, Deputy City Manager

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**Background:**

The City has received a request from the Crystal Lake Park District for the issuance of Temporary Liquor Licenses for the Park District’s 2019 Summer/Fall events. The Park District is requesting twelve (12) Class 16 Temporary Liquor Licenses for the scheduled events.

The 2019 Summer/Fall events include softball tournaments at Lippold Park on April 26-28, May 9-11, May 17-19, June 5-7, June 21-23, June 26-28, July 12-14, July 17-19, August 2-4, August 9-10, September 13-15, and September 26-28.

Section 329-5-P of the City Code - Class “16” Temporary Liquor License - authorizes the retail sale of beer and wine for consumption upon the premises specified in the license where sold for a period not to exceed three (3) days for special events sponsored by a not-for-profit organization.

The Park District has submitted the required application forms, certificates of insurance and fees for the twelve (12) Class 16 Temporary Liquor Licenses.

**Votes Required to Pass:**

Simple majority



**Agenda Item No: 9b**

**City Council  
Agenda Supplement**

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**Meeting Date:** February 5, 2019

**Item:** Annual Adoption of the Zoning Map

**Recommendation:** Motion to adopt an ordinance approving the 2019 Crystal Lake Zoning Map, as presented.

**Staff Contact:** Michelle Rentzsch, Director of Community Development  
Elizabeth Maxwell, City Planner

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**Background:** Attached is the 2019 updated Zoning Map, which reflects the current zoning and the zoning amendments within the City that were approved by the City Council prior to December 31, 2018. As required by State Statute 65 ILCS 5/11-13-19, the updated map should be published no later than March 31<sup>st</sup> of each year. The GIS based zoning map, which is available on the City's website and provides a convenient reference material for customers, is attached for the Council's information.

Below is a brief summary of the parcels that were rezoned. The asterisk represents a rezoning upon annexation.

<b>Petition</b>	<b>Location</b>	<b>Acreage</b>	<b>From</b>	<b>To</b>
2017-39	8733 Ridgefield Road*	42.2	County	W PUD
2018-21	460 Coventry Lane	1.1	O	R-3B PUD
2018-26	4 N Walkup Ave, 14 N Walkup Ave, 30 N Walkup Ave, 44 N Walkup Ave, 60 N Walkup Ave, 74 N Walkup Ave, 96 N Walkup Ave, 100 N Walkup Ave, 108 N Walkup Ave, 115 Walkup Ave, 15 W Woodstock St, 17 W Crystal Lake Ave, 102 Minnie St, 104 Minnie St, 108 Minnie St, 114 Minnie St, and 120 Minnie St.	5.83	O and R-3b	R-O
2018-103	406 Woodstock	2.1	R-1	W PUD
2018-149	355 Station Drive	7.5	B-2 PUD	O PUD
<b>Total Acreage</b>		<b>58.73 acres</b>		

**Votes Required to Pass:** A simple majority vote.

DRAFT

ORDINANCE NO. \_\_\_\_\_  
FILE NO. \_\_\_\_\_

ORDINANCE ADOPTING 2019 OFFICIAL ZONING MAP

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

SECTION I: That the City of Crystal Lake Zoning Map, a copy of which is attached hereto, marked Exhibit "A" by reference made a part hereof, including all revisions effective the 31st day of December, 2018, is hereby approved as the official Zoning Map for the City of Crystal Lake.

SECTION II: That the City Clerk is hereby authorized to publish said Zoning Map in pamphlet form by the authority of the Mayor and City Council of the City of Crystal Lake.

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

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

DATED at Crystal Lake, Illinois, this \_\_\_th day of \_\_\_\_\_, 2019.

City of Crystal Lake, an  
Illinois municipal corporation

\_\_\_\_\_  
Aaron T. Shepley, Mayor

SEAL

ATTEST:

\_\_\_\_\_  
Nick Kachiroubas, City Clerk

Passed: \_\_\_\_\_, 2019

Approved: \_\_\_\_\_, 2019



**Agenda Item No: 10**

**City Council  
Agenda Supplement**

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<b><u>Meeting Date:</u></b>	February 5, 2019
<b><u>Item:</u></b>	Class 16 Temporary Liquor License Request – McHenry County Adult Program
<b><u>Staff Recommendation:</u></b>	Motion to approve issuance of a Class “16” Temporary Liquor License to the McHenry County Adult Program
<b><u>Staff Contact:</u></b>	Eric T. Helm, Deputy City Manager

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**Background:**

The McHenry County Adult Program is a non-profit organization that serves young adults with severe and profound disabilities. The program provides academic, social and vocational activities focusing on improving daily living skills and independence.

The City has received a request from the McHenry County Adult Program for the issuance of a Class “16” Temporary Liquor License in order to sell beer and wine at their tenth annual Spring Fundraiser being held at the St. Elizabeth Ann Seton Church Community Center, located at 1023 McHenry Avenue, on Saturday, March 16, 2019 from 6:00 p.m. to 12:00 a.m.

Section 329-5-P of the City Code permits the issuance of a Class “16” Temporary Liquor License for the retail sale of beer and wine for consumption upon the premises specified in the license where sold. The license shall be issued to not-for-profit corporations qualified to do business in the State of Illinois. The license shall be for a period not to exceed three (3) days, and shall be issued only for special events sponsored by the not-for-profit corporation requesting the license.

Attached for City Council review is a copy of all support documentation regarding the request.

**Votes Required to Pass:**

Simple majority



**Agenda Item No: 11**

**City Council  
Agenda Supplement**

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**Meeting Date:** February 5, 2019

**Item:** City Code Amendment to Increase the Number of Class 4 Liquor Licenses – Applicant: Taqueria Las Cumbres Inc. 93 Grant Street.

**Staff Recommendation:** Motion to adopt an Ordinance increasing the number of Class 4 liquor licenses from the currently permitted 2 licenses to 3 licenses, in order to allow for the issuance of a new Class 4 liquor license to Taqueria Las Cumbres Inc., located at 93 Grant Street.

**Staff Contact:** Eric T. Helm, Deputy City Manager

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**Background:**

Taqueria Las Cumbres Inc., located at 93 Grant Street, has requested a Class 4 liquor license to sell alcohol with meals at their restaurant. The restaurant has operated at this location for 15 years and is in the process of expanding the restaurant. There are no zoning concerns regarding the issuance of the license.

Chapter 329 Liquor Licenses, Section 329-5 License Classification - Class 4 License which shall authorize the retail sale, on the premises specified, of alcoholic liquor, for consumption, on the premises between the hours of 11:00 a.m. and 1:00 a.m. Monday, Tuesday, Wednesday, Thursday; 11:00 a.m. and 2:00 a.m. Friday and Saturday; and 10:00 a.m. on Sunday and 1:00 a.m. on Monday. A Class A type restaurant may be located on the premises. The annual fee for such license shall be the sum of \$1,750.

The applicant has submitted all of the necessary paperwork. A fingerprint/background search revealed no criminal history under the new applicant's name.

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

- Payment of Prorated License Fee
- Confirmation of Registered Agent – Chamber of Commerce
- Proof of Ownership or Lease

The following businesses currently the only liquor license holder with a Class 4 license:

<u>Name</u>	<u>Address</u>	<u>Zoning</u>
Wings Etc.	5899 NW Highway, Unit G	“B-2”
Antigua Mexican Grill	1500 Carlemont Drive, Unit J	“B-2 PUD”

The attached ordinance approves an increase in the number of Class 4 liquor licenses in order to allow the issuance of a Class 4 liquor license to Taqueria Las Cumbres Inc., located at 93 Grant Street.

**Votes Required to Pass:**

Simple majority



DRAFT

Ord. No. 7535  
File No. 255 L



**The City of Crystal Lake**

**AN ORDINANCE AMENDING THE CODE  
OF THE CITY OF CRYSTAL LAKE**

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

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

1. Class 4 License shall be increased from 2 to 3.

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

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

DATED at Crystal Lake, Illinois, this 5<sup>th</sup> day of February, 2019.

City of Crystal Lake, an  
Illinois municipal corporation

\_\_\_\_\_  
Aaron T. Shepley, Mayor

SEAL

ATTEST

\_\_\_\_\_  
CITY CLERK

PASSED: February 5, 2019  
APPROVED: February 5, 2019



**Agenda Item No: 12**

**City Council  
Agenda Supplement**

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**Meeting Date:**

February 5, 2019

**Item:**

REPORT OF THE PLANNING & ZONING COMMISSION

**Request:**

Final Planned Unit Development Amendment to allow changes to the exterior elevations and additional signage for the Target store.

**Petitioner:**

Kevin Nowak, petitioner  
5880 Northwest Highway

**PZC Recommendations:**

Motion to approve the PZC recommendations and adopt an ordinance to allow the changes to the exterior elevations and additional signage for the Target store at 5880 Northwest Highway.

**Staff Contact:**

Michelle Rentzsch, Director of Community Development  
Elizabeth Maxwell, City Planner

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**Background:**

- Target is one of the main anchor tenants in the Bohl Farm Marketplace shopping center.
- A new color palette and signage is proposed to provide an updated look to the Target space. The façade will be painted darker brown with tan tones and the red Target logo at the front entrance will be replaced with a white bullseye. Additional signage for a red bullseye on the side elevation and order pick up signage will also be added.
- The PUD Amendment is for the revised color palette and the additional signage bringing Target's total signage to 292 square feet. Target's current total wall signage is 259 square feet.
- Adjacent anchor tenants in the center also have larger signage than what is permitted by the UDO:
  - Buy Buy Baby: 211 square feet
  - Kohls: 195 square feet
  - Fresh Thyme: 239 square feet

**PZC Highlights:**

- Three members of the PZC did not like the extra signage and voted against the amendment.
- Four members of the PZC liked the new color palette and signage and found that it met the Findings of Fact.

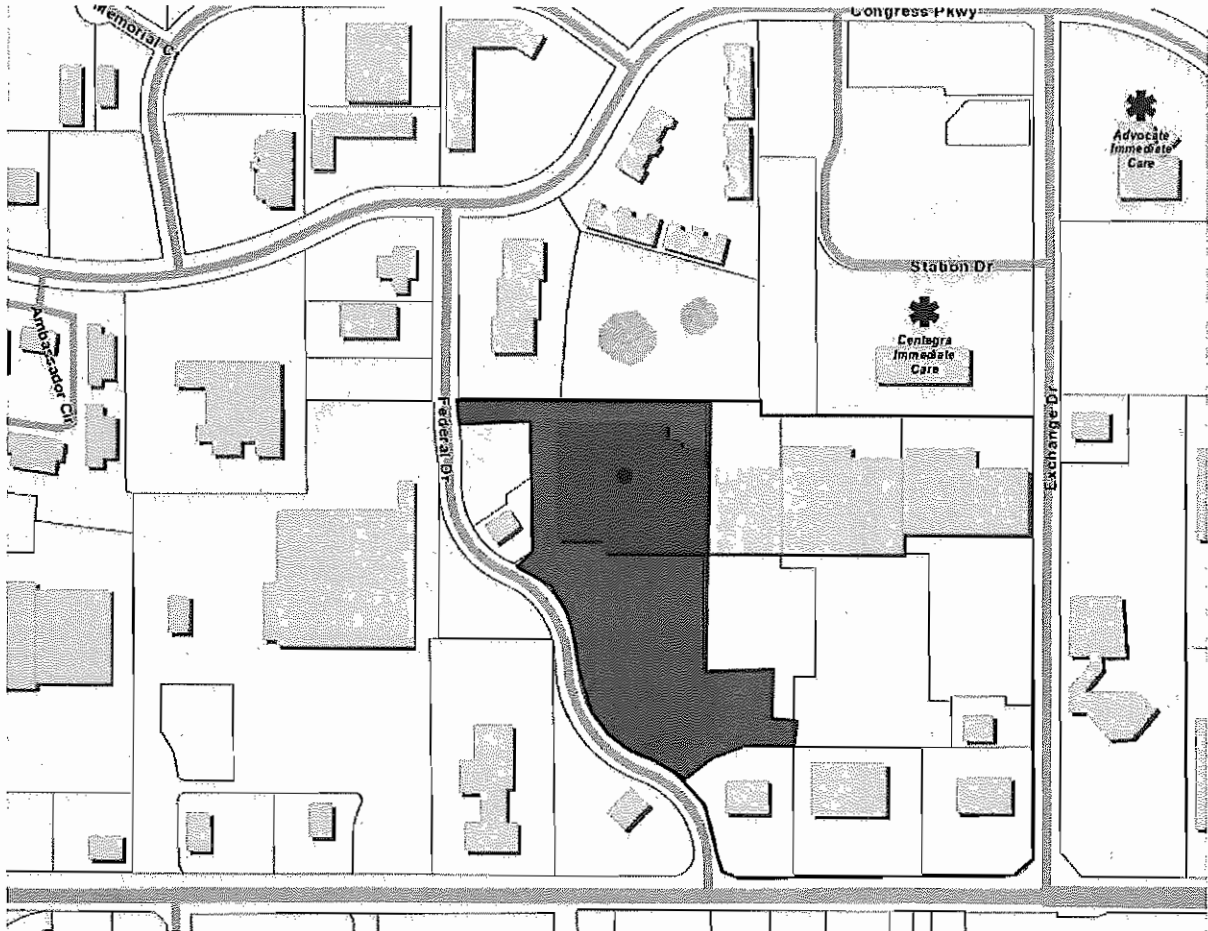
**PZC Vote:**

The PZC recommended **approval (4-3)** the petitioner's request for a Final Planned Unit Development Amendment with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
  - A. Application (Target, received 12/04/18)
  - B. Elevations (KimleyHorn, dated 11/13/18, received 12/04/18)
  - C. Sign Plans (Icon, dated 12/21/18, received 01/11/19)
2. Work with staff to replace missing landscaping that has died over the years with new landscaping materials.
3. The petitioner must meet all of the requirements of the Community Development, Public Works, Fire Rescue and Police Departments.

**Votes Required to Pass:** A simple majority vote.

PLN-2018-00167 Target (Bohl Farm Marketplace) – 5580 Northwest Hwy.



DRAFT

Ord. No. ....

File No. ....



**The City of Crystal Lake Illinois**

**AN ORDINANCE GRANTING AN AMENDMENT  
TO THE FINAL PUD FOR TARGET (BOHL FARM MARKETPLACE)**

WHEREAS, pursuant to the terms of the Petition (File #PLN-2018-167) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested an Amendment to the Final Planned Unit Development to allow changes to the exterior elevations and additional signage for the Target store; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on December 22, 2018 in the Northwest Herald, held a public hearing at 7:30 p.m., on January 16, 2019 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Amendment to the Final Planned Unit Development; and

WHEREAS, on January 16, 2019, 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 Amendment to the Final Planned Unit Development be approved, all as more specifically set forth in that certain Report of the Planning and Zoning Commission in Case #PLN-2018-167, dated as of January 17, 2019; and

WHEREAS, it is in the best interests of the City of Crystal Lake that the Amendment to the Final Planned Unit Development be granted 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 PUD Amendment be granted to permit changes to the exterior elevations and additional signage for the property located at 5580 Northwest Highway (19-04-452-001), Crystal Lake, Illinois.

**SECTION II:** That the Final PUD Amendment be granted with the following conditions:

DRAFT

Ord. No. ....  
File No. ....

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
  - A. Application (Target, received 12/04/18)
  - B. Elevations (KimleyHorn, dated 11/13/18, received 12/04/18)
  - C. Sign Plans (Icon, dated 12/21/18, received 01/11/19)
2. Work with staff to replace missing landscaping that has died over the years with new landscaping materials.
3. The petitioner must meet all of the requirements of the Community Development, Public Works, Fire Rescue and Police Departments.

SECTION III: That the City Clerk be and is hereby directed to amend all pertinent records of the City of Crystal Lake to show the issuance of a Final Planned Unit Development Amendment in accordance with the provisions of this Ordinance, as provided by law.

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

DATED at Crystal Lake, Illinois, this 5th day of February, 2019.

City of Crystal Lake, an  
Illinois municipal corporation

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Aaron T. Shepley, Mayor

SEAL

ATTEST:

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Nick Kachiroubas, City Clerk

Passed: February 5, 2019  
Approved: February 5, 2019



**Agenda Item No: 13**

**City Council  
Agenda Supplement**

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<b><u>Meeting Date:</u></b>	February 5, 2019
<b><u>Item:</u></b>	Carpathian Drive Plat of Dedication
<b><u>Request:</u></b>	A plat of dedication for Carpathian Drive between the ComEd right-of-way and Route 176.
<b><u>Petitioner:</u></b>	Madeline Larmon, Mackie Consultants N Ram Saladi, Property Owner 4262 Route 176
<b><u>Recommendation:</u></b>	To adopt a resolution authorizing the execution of the plat of dedication for Carpathian Drive.
<b><u>Staff Contact:</u></b>	Michelle Rentzsch, Director of Community Development Kathryn Cowlin, Assistant City Planner

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**Background:**

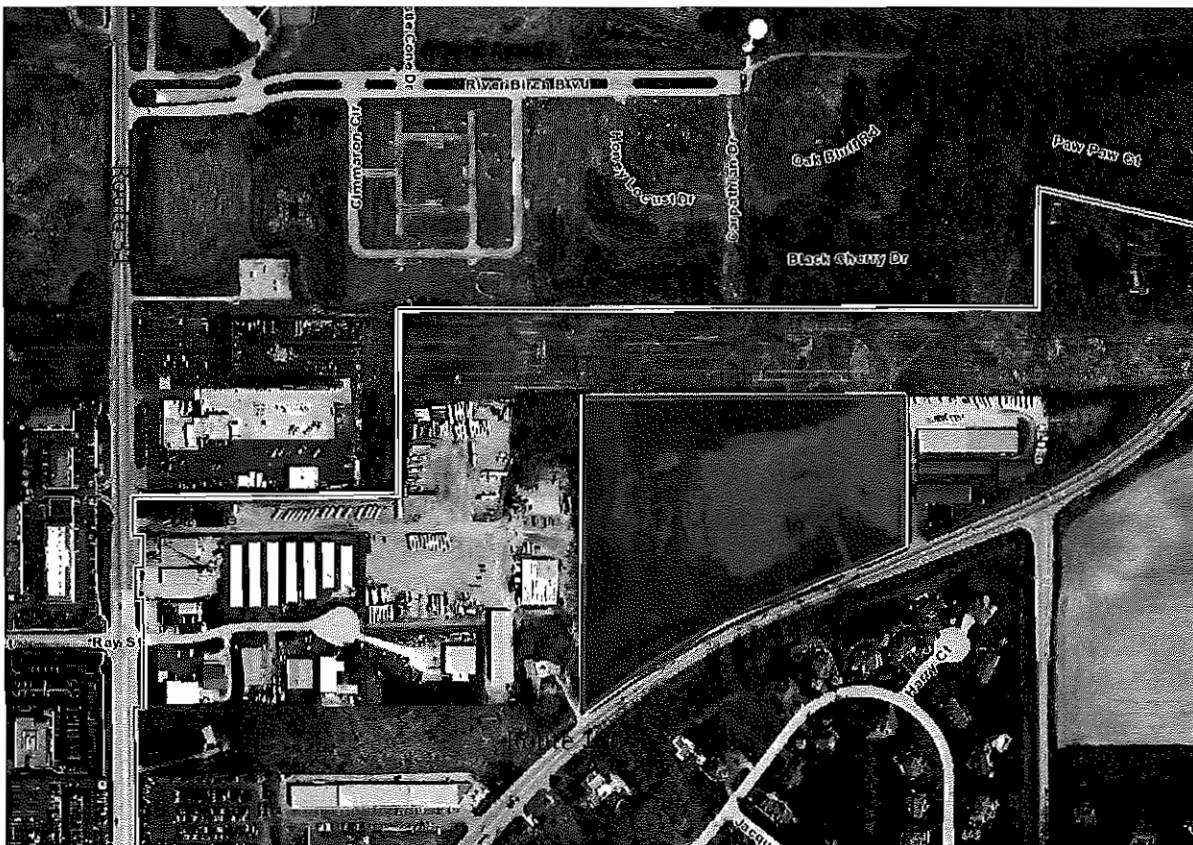
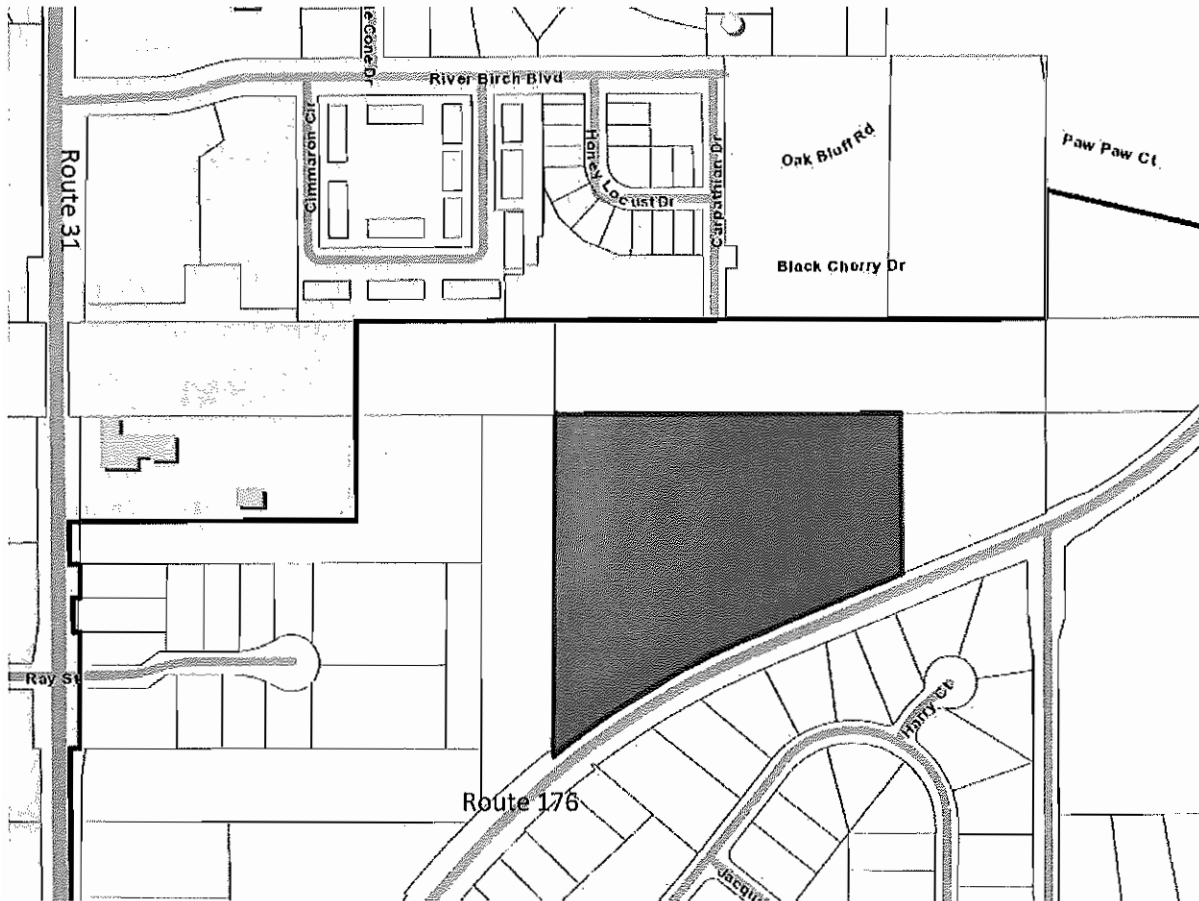
- Existing Use: The subject property is unimproved land.
- The property is a single parcel and is zoned B-2 General Commercial Planned Unit Development.
- At this time, the property owner does not have any development plans. When proposed plans are ready, the property owner would come before the Planning & Zoning Commission and City Council for a Planned Unit Development approval.

**Request:**

- The proposed right-of-way was designed to meet IDOT standards. The connection of Carpathian Drive and Route 176 was shifted west in order to comply with clear sight requirements of IDOT.
- The proposed right-of-way would connect the Woodlore Estates development with Route 176, which was a condition of approval for the subdivision.

**Votes Required to Pass:** A simple majority vote.

PLN-2018-170 Carpathian Drive Plat of Dedication







**The City of Crystal Lake Illinois**

**RESOLUTION**

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that it hereby accepts a certain plat of dedication for Carpathian Avenue prepared by Mackie Consultants, an Illinois Land Surveyor, and dated 01/29/2019, for the property legally described as follows:

Part of the Northeast Quarter of The Northeast Quarter of Section 34, Township 44 North, Range 8 East of the Third Principal Meridian described as follows:

Commencing at a point on the East line of said Northeast Quarter that is 250.00 feet South from the Northeast corner thereof; thence South 89 degrees 36 minutes 47 seconds West long a line parallel with and 250.00 feet Southerly of the North line of said Northeast Quarter 857.26 feet to a point that 5.00 feet Westerly of the East line of a 70 feet wide public roadway and subsurface utility easement per grant dated September 24, 2007 between Commonwealth Edison Company and the City of Crystal Lake (unrecorded) for the point of beginning;

Thence South 00 degrees 22 minutes 19 seconds East 199.04 feet to a point of curvature; thence Southwesterly along a curve tangent to the last described course, concave Northwesterly, having a radius of 180.00 feet for an arc length of 183.50 feet to a point of tangency; thence South 58 degrees 02 minutes 12 seconds West 59.92 feet to a point of curvature; thence Southwesterly along a curve tangent to the last described course, concave Southeasterly, having a radius of 120.00 feet for an arc length of 152.20 feet, to a point of tangency; thence South 14 degrees 37 minutes 52 seconds East 94.80 feet, to a point of curvature; thence Southeasterly along a curve tangent to the last described course, concave Northeasterly, having a radius of 109.50 feet for an arc length of 58.99 feet; thence South 28 degrees 24 minutes 58 seconds East 6.38 feet to a line concentric with and 60.00 feet Northerly of the centerline of Illinois Route 176; thence Southwesterly along said concentric line, being a curve concave Southerly having a radius of 2263.87 feet, for an arc length of 80.70 feet and a chord bearing South 60 degrees 35 minutes 23 seconds West; thence North 14 degrees 37 minutes 52 seconds West 177.45 feet to a point of curvature; thence Northeasterly along a curve tangent to the last described course, concave

Southeasterly, having a radius of 180.00 feet, for an arc length of 228.29 feet to a point of tangency; thence North 58 degrees 02 minutes 12 seconds East 60.96 feet to a point of curvature; thence Northeasterly along a curve being tangent to the last described course, concave Northwesterly, having a radius of 120.00 feet for an arc length of 122.33 feet to a point of tangency; thence North 00 degrees 22 minutes 19 seconds West 199.02 feet to a line parallel with and 250.00 feet Southerly of the North line of said Northeast Quarter at a point that is 5.00 feet Easterly of the West line of said 70 feet wide public roadway and subsurface utility easement per grant dated September 24, 2007; thence North 89 degrees 36 minutes 47 seconds East 60.00 feet to the point of beginning, all in the City of Crystal Lake, McHenry County, Illinois.

BE IT FURTHER RESOLVED that the City Clerk be and is hereby authorized and directed to cause said plat of dedication to be filed with the Recorder of Deeds of McHenry County, Illinois.

DATED this 5th day of February, 2019.

CITY OF CRYSTAL LAKE, an  
Illinois municipal corporation,

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Aaron T. Shepley, Mayor

SEAL

ATTEST

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Nick Kachiroubas, City Clerk

Passed: February 5, 2019

Approved: February 5, 2019



**Agenda Item No: 14**

**City Council  
Agenda Supplement**

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**Meeting Date:** February 5, 2019

**Item:** Hotel/Motel Tax Funding Allocations

**City Council Discretion:** Motion to adopt a Resolution Allocating Hotel/Motel Tax Funding.

**Staff Contact:** George Koczvara, Director of Finance

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**Background:**

The City has received twelve (12) applications from local organizations for Fiscal Years 2019-2020 & 2020-2021 Hotel/Motel Tax funding. Requests for funding total \$386,800.

The City's hotel/motel tax rate is currently at 5.0%. Based on preliminary estimates, the City is projected to collect approximately \$318,000 in hotel/motel tax receipts during the 2019-2020 & 2020-2021 Fiscal Years. Based on the remaining hotel/motel tax receipts that the City is anticipated to collect for the 2018-2019 Fiscal Year, the projected year-end balance that the City will have in reserve on April 30, 2019 will be \$114,000. A Hotel/Motel Tax Funding workshop was held on January 22, 2019.

Similar to City Council approval for the 2017-2018 & 2018-2019 Hotel/Motel Tax funding allocations, it is proposed that the Hotel/Motel Tax funding allocations for Fiscal Year 2019-2020, to be determined by the City Council at the February 5, 2019 City Council meeting, remain the same for Fiscal Year 2020-2021 Hotel/Motel Tax funding, assuming that proper funds are available. This would ensure these organizations receive the same amount of funding over the next two years, therefore, making it easier for these organizations to budget for these funds.

Below is a summary of requests. The summary includes amounts previously awarded, new funding requests, along with a proposed funding column. The proposed funding column would maintain previously approved funding levels along with a \$2,500 funding allocation to the McHenry County Youth Orchestra & The Academy.

<u>Organization</u>	<u>2019-2020 &amp; 2020-2021 Funding Amount Requested</u>	<u>2019-2020 &amp; 2020-2021 Proposed Funding Amount</u>	<u>2017-2018 &amp; 2018-2019 Funding Amount Awarded</u>
Berkshire Ballet Theatre	\$2,500	\$1,900	\$1,900
Crystal Lake Chamber of Commerce	\$5,500	\$5,000	\$5,000
Crystal Lake Rowing Club	\$5,000	\$2,500	\$2,500
Crystal Lake Soccer Federation	\$15,000	\$5,000	\$5,000
Historic Downtown District of Crystal Lake, Inc.	\$40,000	\$35,000	\$35,000
Kiwanis Foundation of Crystal Lake's Santa Run for Kids	\$5,000	\$2,000	\$2,000
Lakeside Legacy Foundation	\$70,000	\$45,400	\$45,400
*McHenry County Youth Orchestra & The Academy	\$5,000	\$2,500	n/a
McHenry County Youth Sports Association	\$57,800	\$52,800	\$52,800
Raue Center for the Arts	\$150,000	\$150,000	\$150,000
Visit McHenry County	\$30,000	\$4,000	\$4,000
Williams Street Repertory Theatre Company	\$1,000	\$1,000	\$1,000
<b>Total</b>	<b>\$386,800</b>	<b>\$307,100</b>	<b>\$304,600</b>

\*New Applicant

Applicants were notified that the allocation of funding is to be considered at the February 5, 2019 City Council meeting.

**Votes Required to Pass:**

Simple majority vote of the City Council.

**DRAFT**



**RESOLUTION**

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE to allocate Hotel/Motel Tax funding for fiscal years 2019-2020 and 2020-2021 as follows:

<b><u>Organization</u></b>	<b><u>2019-2020 Funding Amount</u></b>	<b><u>2020-2021 Funding Amount</u></b>
Berkshire Ballet Theatre	\$1,900	\$1,900
Crystal Lake Chamber of Commerce	\$5,000	\$5,000
Crystal Lake Rowing Club	\$2,500	\$2,500
Crystal Lake Soccer Federation	\$5,000	\$5,000
Historic Downtown District of Crystal Lake, Inc.	\$35,000	\$35,000
Kiwanis Foundation of Crystal Lake's Santa Run for Kids	\$2,000	\$2,000
Lakeside Legacy Foundation	\$45,400	\$45,400
*McHenry County Youth Orchestra & The Academy	\$2,500	\$2,500
McHenry County Youth Sports Association	\$52,800	\$52,800
Raue Center for the Arts	\$150,000	\$150,000
Visit McHenry County	\$4,000	\$4,000
Williams Street Repertory Theatre Company	\$1,000	\$1,000
<b>Total</b>	<b>\$307,100</b>	<b>\$307,100</b>

Such allocations are subject to the City having sufficient moneys in its Hotel/Motel Tax Fund to pay fully the amounts hereby allocated and may otherwise be conditioned by the Council. In the event that the City's Hotel/Motel Tax Fund lacks sufficient moneys to pay fully the amounts hereby allocated, the City has the right to reduce each allocation *pro rata* based on moneys actually received in the Hotel/Motel Tax Fund.

Dated this 5<sup>th</sup> day of February, 2019.

CITY OF CRYSTAL LAKE, an  
Illinois municipal corporation,

By: \_\_\_\_\_  
Mayor

ATTEST

\_\_\_\_\_  
City Clerk

PASSED: February 5, 2019  
APPROVED: February 5, 2019



**Agenda Item No: 15**

**City Council  
Agenda Supplement**

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**Meeting Date:** February 5, 2019

**Item:** Ordinance for Traffic Control along North Shore Drive

**Staff Recommendation:** Motion to approve an Ordinance for Traffic Control at various intersections along North Shore Drive.

**Staff Contact:** Abigail Wilgreen, City Engineer

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**Background:**

Recently, a resident of North Shore Drive expressed a concern to the City that there were no stop signs at Oak Court or Crandall Avenue at their intersections with North Shore Drive. All the other streets that intersect North Shore Drive already have stop signs present.

Upon researching the issue, City staff found that there were no ordinances in place for any of the stop signs along North Shore Drive. This was likely the result of these areas being annexed as established neighborhoods, and traffic control ordinances were not enacted upon annexation. When new stop signs are installed, the City Council passes an ordinance to ensure they are fully enforceable.

The proposed ordinance will formally ordinance the existing stop signs along North Shore Drive and include the new stop signs at Oak Court and Crandall Avenue.

**Votes Required to Pass:**

Simple majority vote.

DRAFT



## The City of Crystal Lake Illinois

### ORDINANCE

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, as follows:

SECTION I: All traffic proceeding in a northerly direction on East Street shall stop at the intersection of North Shore Drive and East Street before continuing.

SECTION II: All traffic proceeding in a northerly direction on Clow Court shall stop at the intersection of North Shore Drive and Clow Court before continuing.

SECTION III: All traffic proceeding in a northerly direction on Oak Court shall stop at the intersection of North Shore Drive and Oak Court before continuing.

SECTION IV: All traffic proceeding in a northerly direction on Crandall Avenue shall stop at the intersection of North Shore Drive and Crandall Avenue before continuing.

SECTION V: All traffic proceeding in a southerly direction on East End Avenue shall stop at the intersection of North Shore Drive and East End Avenue before continuing.

SECTION VI: All traffic proceeding in a southerly direction on Greenfield Road shall stop at the intersection of North Shore and Greenfield Road before continuing.

SECTION VII: All traffic proceeding in a southerly direction on Crystal Beach Avenue shall stop at the intersection of North Shore Drive and Crystal Beach Avenue before continuing.

SECTION VIII: All traffic proceeding in a southerly direction on Lakewood Avenue shall stop at the intersection of North Shore Drive and Lakewood Avenue before continuing.



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SECTION IX: All traffic proceeding in a southerly direction on Mayfield Avenue shall stop at the intersection of North Shore Drive and Mayfield Avenue before continuing.

SECTION X: All traffic proceeding in a southerly direction on Sunnyside Avenue shall stop at the intersection of North Shore Drive and Sunnyside Avenue before continuing.

SECTION XI: All traffic proceeding in a southerly direction on Edgewood Avenue shall stop at the intersection of North Shore Drive and Edgewood Avenue before continuing.

SECTION XII: That suitable signs and markers shall be erected.

SECTION XIII: That any person, firm or corporation violating any provision of this Ordinance shall be fined in accordance with Chapter 1, Article II providing for General Penalty Provision in the Code of Ordinances of the City of Crystal Lake, Illinois.

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

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

DATED this 5<sup>th</sup> day of February, 2019.

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: \_\_\_\_\_  
Aaron T. Shepley, Mayor

SEAL

ATTEST:

\_\_\_\_\_  
Nick Kachiroubas, City Clerk

PASSED: February 5, 2019

APPROVED: February 5, 2019

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



**Agenda Item No: 16**

**City Council  
Agenda Supplement**

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**Meeting Date:** February 5, 2019

**Item:** Agreement for use of Right-of-Way between the City of Crystal Lake and MCImetro Access Transmission Services Corp., d/b/a Verizon Access Transmission Services

**Staff Recommendation:** Motion to adopt a Resolution approving an Agreement for use of Right-of-Way between the City of Crystal Lake and MCImetro Access Transmission Services Corp., d/b/a Verizon Access Transmission Services and authorizing the City Manager to execute a Fiber Optic Agreement between the City of Crystal Lake and MCImetro Access Transmission Services Corp., d/b/a Verizon Access Transmission Services.

**Staff Contact:** George Koczvara, Finance Director

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**Background:**

The City has received a request from MCImetro Access Transmission Services Corp. (d/b/a/ Verizon Access Transmission Services) to develop a Right-of-Way (ROW) Use Agreement that will enable Verizon to utilize the City's Right-of-Way to build, maintain, operate and otherwise care for a fiber optic cable system. Verizon is requesting this agreement so that they can install a fiber optic cable system that will interconnect Verizon's cellular antennas. A significant portion of the fiber optic cable installation will be underground while some new fiber installation will be on existing ComEd poles.

The objective of the State Statute 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.

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 telecommunication facilities within the ROW. The City has adopted such regulations, which are primarily set forth in Chapter 427 of the City Code. Among other things, 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 also 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 such agreements.

Most notably, the agreements cannot be used to impose franchise fees or other charges on telecommunication 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 public ways, and other charges or fees are expressly preempted (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).

**Recommendation**

It is City staff's recommendation to approve an Agreement for use of Right-of-Way between the City of Crystal Lake and MCImetro Access Transmission Services Corp., d/b/a Verizon Access Transmission Services, and to authorize the City Manager to execute said agreement. Attorney Filippini has reviewed the attached agreement

**Votes Required to Pass:**

Simple majority vote of the City Council.



**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, ILLINOIS GRANTING TO MCIMETRO ACCESS TRANSMISSION SERVICES CORP., D/B/A VERIZON ACCESS TRANSMISSION SERVICES, 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 telecommunication 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**, MCImetro Access Transmission Services Corp., d/b/a Verizon Access Transmission Services, a subsidiary of Verizon, a Delaware Corporation ("Verizon") 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 City's rights-of-way; and

**WHEREAS**, the City and Verizon desire to enter into a Use of Right-Of-Way Agreement granting Verizon 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**, Verizon 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 Verizon.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Crystal Lake, Illinois, as follows.

**SECTION 1.** Verizon 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 Verizon in substantially the form attached hereto as Exhibit A.

**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 Verizon, in substantially the form attached hereto as Exhibit A, and incorporated herein by reference, providing for the installation of Verizon's 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 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 5<sup>th</sup> day of February, 2019.

CITY OF CRYSTAL LAKE, an  
Illinois municipal corporation,

By: \_\_\_\_\_  
MAYOR

SEAL

ATTEST

\_\_\_\_\_  
CITY CLERK

PASSED: February 5, 2019  
APPROVED: February 5, 2019

EXHIBIT A

USE OF RIGHT-OF-WAY AGREEMENT

**USE OF RIGHT-OF-WAY AGREEMENT BETWEEN THE CITY OF  
CRYSTAL LAKE AND MCIMETRO ACCESS TRANSMISSION  
SERVICES CORP. d/b/a VERIZON ACCESS TRANSMISSION SERVICES**

This Use of Right-of-Way Agreement (“Agreement”) is entered into this 5<sup>th</sup> day of February, 2019 by and between the City of Crystal Lake, an Illinois municipal corporation (“City”) and MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services (“Verizon”), a Delaware 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**, Verizon is an interexchange carrier and local exchange carrier as designated by the Illinois Commerce Commission; and

**WHEREAS**, Verizon 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 Verizon permission to install, operate, maintain and repair Fiber Optic Cable within the City’s right-of-way;

**WHEREAS**, Verizon agrees to provide and maintain accurate maps showing the location of all Fiber Optic Cable owned or used by Verizon in the City right-of-way, and to comply with such other mapping requirements as City may establish from time to time; and

**WHEREAS**, Verizon 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**, Verizon 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;

**NOW THEREFORE**, for and in consideration of the foregoing, and the covenants and agreements contained herein to be kept and performed by Verizon, and for other good and valuable consideration, the City hereby grants to Verizon 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 Verizon 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 Verizon's full, timely, complete, and faithful performance of all obligations to be performed or required hereunder by Verizon, and Verizon hereby accepts the terms and conditions of this Agreement.

1.2 Subject to the terms of this Agreement, Verizon shall be permitted to install and maintain Fiber Optic Cable along the route generally shown on Attachment A hereto ("Route"). Verizon 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, Verizon shall maintain on file with the City current, accurate information regarding the location Verizon's Fiber Optic Cable.

1.3 This Agreement does not, and shall not be construed to, grant Verizon a cable television license or franchise within the City's boundaries.

1.4 If Verizon 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 Verizon 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 Verizon 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 Verizon any fee, leasehold, easement, or other real property interest in the ROW or any other City property.



2.3 Any right or privilege claimed pursuant to this Agreement by Verizon 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 Verizon 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 Verizon, at no expense to the City, to remove, relocate or abandon in place Verizon's Fiber Optic Cable in order to accommodate the activities of the City. The City shall not be liable for lost revenues sustained by Verizon, 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.

### **SECTION 3. Notice of Other Users**

3.1 Verizon may enter into contracts with unrelated third parties ("Users") in the ordinary course of Verizon's 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 Verizon.

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 Verizon's 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 Verizon shall be solely responsible for completing or causing completion of any work within the ROW pursuant to this Agreement, including any work performed by Verizon's 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. Verizon shall be solely responsible for any and all acts, errors, omissions and negligence of its Contractors.

5.1.2 Verizon 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. Verizon 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 Verizon 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 Verizon 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, Verizon shall immediately discontinue using the equipment, methodology or technology that causes the interference until Verizon takes corrective measures to eliminate such interference. Any such corrective measures shall be made at no cost to City.

5.1.5 Verizon 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 Verizon 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.

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. Verizon 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 Verizon 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 Verizon's activities or operations, Verizon 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 Verizon 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, Verizon shall promptly furnish to the City copies of all such notices or access agreements.

5.1.10 Whenever Verizon 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. Verizon shall, upon the completion of the opening or alteration, restore the property, improvements or landscaping disturbed by Verizon 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 Verizon 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, Verizon 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 Verizon 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 stringent requirement shall be followed. Verizon's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve Verizon 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 Verizon has applied for and received all required permits from the City.

6.2 Prior to beginning any work pursuant to this Agreement, Verizon 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 Verizon 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, Verizon 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 Verizon, safety, and other considerations in accordance with applicable City ordinances and policies and this Agreement.

6.6 Verizon may install the Fiber Optic Cable in multiple phases as agreed upon by Verizon and the City and as authorized by permit. Verizon 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 Verizon's 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 Verizon's Route; provided, however, that nothing herein shall require Verizon 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, Verizon 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 Verizon 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, Verizon agrees to pay a fee in accordance with the Crystal Lake City Code.

6.9 Verizon 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.

6.10.1 Verizon 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), Verizon 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. Verizon 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, Verizon 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, Verizon 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 Verizon's implementation of the Traffic Control Plan.

6.10.4 Verizon shall be responsible for implementing the Traffic Control Plan. Verizon 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 Verizon 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 Verizon for the repair costs, which costs shall be paid by Verizon within 30 days or (ii) direct Verizon to repair the damage immediately at Verizon's 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, Verizon 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). Verizon 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 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 Verizon’s facilities. The City shall have no obligation to alert Verizon to proposed work by itself or other, other than as a participating member of the JULIE system.

## **SECTION 7. Hazardous Substances**

Verizon’s 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 Verizon 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, Verizon 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, Verizon and/or its Contractor(s).

7.3 Verizon and/or its Contractors shall immediately notify City if any Toxic Substance is used or discovered upon the ROW. Verizon shall not be responsible for Toxic Substances that may exist in the ROW if Verizon, its Contractors, and/or any other persons using the ROW on Verizon’s 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 Verizon understands the hazards presented to persons, property and the environment by dealing with Toxic Substances. Verizon acknowledges the possibility that the ROW may contain actual or presumed asbestos and other Toxic Substances containing materials.

7.5 Within twenty-four (24) hours after any violation by Verizon and/or by its Contractors of this Agreement pertaining to Toxic Substances, Verizon shall give City notice reporting such violation.

#### **SECTION 8. On-Call Assistance**

8.1 Verizon shall be available to staff employees of any City department having jurisdiction over Verizon's 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 1-800-MCI-WORK regarding such problems or complaints, and may use that number in order to reach Verizon at any time for any emergency matter. Verizon shall use reasonable efforts to respond to any issues within the time frames specified in its service level agreements. Verizon shall make arrangements with a local entity to handle any necessary problems or complaints that require a physical presence. In addition, Verizon will immediately notify City if there is a change in the telephone number listed in this section.

#### **SECTION 9. Mapping Requirement**

9.1 Verizon 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, Verizon 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. Verizon shall also maintain precise, up-to-date maps of the overall Fiber Optic Cable system and Route.

#### **SECTION 10. Relocation; Emergency Repairs**

10.1 Verizon 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, Verizon 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, Verizon 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 Verizon is required to make unscheduled repairs that are of an emergency nature or in connection with an unscheduled disruption of the Facilities. Verizon may apply for annual City permits to cover unplanned maintenance and emergency repairs. In such event, Verizon 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 Verizon 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 Verizon's 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, Verizon, 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 Verizon, Verizon shall be responsible to restore the pavement in a manner reasonably satisfactory to the City Engineer. If Verizon 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 Verizon, to perform or cause to be performed all reasonable and necessary work on behalf of Verizon and to charge Verizon for the proposed costs to be incurred or the actual costs incurred by the City at City's standard rates.

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 Verizon, such reasonable and necessary work on behalf of Verizon 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 Verizon of the repairs as soon as practicable.



12.3 Upon the receipt of any demand for payment by City in accordance with this Agreement, Verizon shall, within thirty (30) days, reimburse City for such costs. If Verizon fails to pay any amounts owed to the City by the date due, then Verizon shall incur interest on the amounts owed at the rate of one percent (1%) per month.

#### **SECTION 13. Reserved**

#### **SECTION 14. Public Safety/Public Emergency**

14.1 If any of Verizon's 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 Verizon 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 Verizon 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 Verizon 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. Verizon 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, Verizon 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.**

**SECTION 19. Taxes**

19.1 Verizon shall pay all applicable local, state, and federal taxes that apply to the Fiber Optic Cables, Verizon's use of the ROW, and any of Verizon's 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, Verizon 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 Verizon, 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 Verizon 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, Verizon shall furnish to City certificates of insurance issued by Verizon's 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 Verizon of any deficiencies in such policies and endorsements, and such receipt shall not relieve Verizon from, or be deemed a waiver of City's right to insist on, strict fulfillment of Verizon's 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

## **SECTION 23. Indemnity.**

23.1 Verizon 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, Verizon, 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 Verizon or its affiliates, employees, agents, representatives, Contractors, or subcontractors in or relating to Verizon's 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 Verizon's 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 Verizon, its agents, employees or representatives to fulfill Verizon's 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.

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 Verizon 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 Verizon 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 Verizon and the City and their respective successors and assigns, if any. Any failure by Verizon 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 Verizon 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 Verizon or to its affiliates or customers for any interference with or disruption in the operations of Verizon's Fiber Optic Cable or the provision of services, or for any damages arising out of or materially related to Verizon's 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 Verizon 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 Verizon 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 Verizon 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 Verizon, either by act of Verizon 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, Verizon 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 Verizon 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 Verizon 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.

## **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, Verizon's construction of improvements, Verizon's negligence, Verizon's failure to comply with the provisions of this Agreement (including any absence or inadequacy of insurance required to be carried by Verizon), or otherwise as a result of the existence of this Agreement.

## **SECTION 27. Penalties for Violation of Terms**

27.1 In the event that Verizon breaches this Agreement, the City may pursue any remedy at law or equity and may withhold any City permits or authorizations until Verizon 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. Verizon 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. Verizon fails to make any payment in the amounts and at the time specified in this Agreement after the appropriate notice.

28.1.3. Verizon ceases doing business in the City.

28.1.4. Verizon 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. Verizon 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 Verizon as a going concern, or if there is any similar action that affects Verizon's capability to perform its obligations under this Agreement.

28.1.6. Verizon 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 Verizon's use or occupancy of the ROW.

28.1.7. A court has issued an injunction that in any way prevents or restrains Verizon's use of any portion of the ROW and remains in force for a period of at least thirty (30) consecutive days.

28.1.8. Verizon 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 Verizon is in material breach of any requirement, term, or provision of this Agreement, the City shall send written notice to Verizon identifying such breach or defect in performance, and Verizon shall have sixty (60) days in which to cure such breach or defect. If Verizon 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 Verizon 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 Verizon (without opportunity to cure) if Verizon 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 Verizon 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 Verizon may terminate this Agreement at any time during its term by providing the City with ninety (90) days' written notice and provided that Verizon 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 Verizon to abandon part or all of its facilities in place. If the City agrees to allow Verizon 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 Verizon shall cooperate to execute any documents necessary to accomplish such transfer within thirty (30) days of such allowance of abandonment.

## **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 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

**Verizon:**

MCImetro Access Transmission Services Corp.  
Attn: Franchise Manager  
600 Hidden Ridge Dr.  
Mailcode: E02E102  
Irving, TX 75038

**With copy to (except for invoices):**

Verizon  
1320 North Courthouse Road, Suite 900  
Arlington, VA 22201  
Attn: Vice President and Deputy General Counsel, Network Operations

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 Verizon 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**

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. Verizon acknowledges and agrees that the City does not warrant the condition or safety or its ROW or the premises surrounding the same, and Verizon 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 Verizon 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 Verizon, 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 Verizon and is beyond its reasonable control.

## **SECTION 37. Survival of Liability**

37.1 All warranties and indemnity obligations of Verizon 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 5<sup>th</sup> day of February, 2019.

City of Crystal Lake  
An Illinois Municipal Corporation

MCImetro Access Transmission Services Corp.

By: \_\_\_\_\_  
Gary J. Mayerhofer, City Manager

By: \_\_\_\_\_  
Robert J. Hayes

Title: \_\_\_\_\_  
Senior Manager – Network Engineering &

Operations

ATTEST:

By: \_\_\_\_\_  
Nick Kachiroubas, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Attachment A – Route Map within Crystal Lake, IL  
Attachment B – MCImetro Insurance Certificate

STATE OF TEXAS                    }  
  } ss  
COUNTY OF DALLAS                }

Before me, the undersigned Notary Public, on this day personally appeared **Robert J. Hayes**, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be a Senior Manager – Network Engineering & Operations of MCI metro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services, a Delaware 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 \_\_\_\_\_, 2019,  
at Irving, Texas.

\_\_\_\_\_  
Notary Public

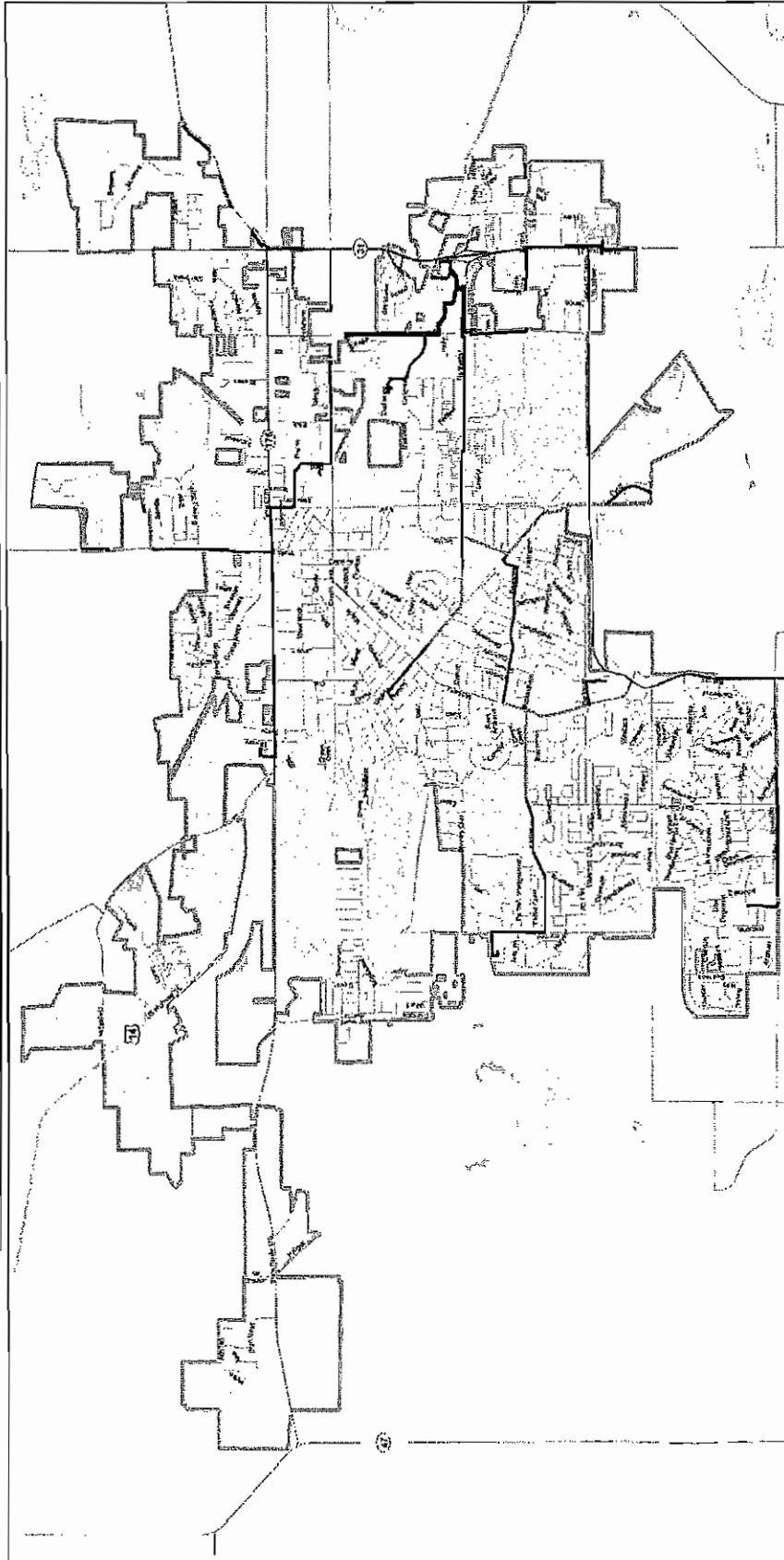
{SEAL}

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**ATTACHMENT A**

**MClimetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services  
ROW Use License Agreement  
City of Crystal Lake, IL**



**Note: This is a PRELIMINARY VIEW only**  
Final design not yet completed, thus routes subject to change.  
Cables shown in green and blue represent backbone fiber to existing or new cell sites. Not shown above are additional laterals or backbone cables to be determined to serve business customers along the routes.

Planned Aerial - 15,876 Ft.  
Planned Buried - 97,483 Ft.  
Crystal Lake

Verizon/Climetro Confidential and Proprietary. May Contain Trade Secrets and Other Unpublished Rights. Disclosure, Distribution, or Copying is Prohibited.  
Data Source: VCB  
Project#: 025\_Web\_1651  
Map Created: 8/10/2016  
Map Created by: Patrick King (astennet)

NTS

ATTACHMENT B  
*MCImetro to provide Insurance Certificate*



**Agenda Item No: 17**

**City Council  
Agenda Supplement**

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**Meeting Date:**

February 5, 2019

**Item:**

Illinois Department of Transportation Work Permit on State Right-of-Ways

**Staff Recommendation:**

Motion to adopt a resolution to obtain a two-year working permit from the Illinois Department of Transportation for City work that is conducted in the State's right-of-ways.

**Staff Contact:**

Michael Magnuson, P.E., Director of Public Works

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**Background:**

The Illinois Revised Statutes requires that any person, firm, or corporation desiring to do work on a State maintained right-of-way must first obtain a written permit from the Illinois Department of Transportation (IDOT). This includes any emergency work on broken watermains or emergency sewer repairs. The City has both sanitary sewer and watermains within the State's right-of-way.

A surety bond is required with each permit application to ensure that all work is completed in accordance with State specifications and that the right-of-way is properly restored. For permit work to be performed by employees of a municipality, a resolution enacted for up to a two-year period, is acceptable in lieu of the surety bond. This resolution does not relieve contractors hired by the municipality from conforming to the normal bonding requirements, nor from obtaining permits.

The City Council previously approved a resolution for a two-year working permit from IDOT on February 7, 2017. IDOT has requested that a new resolution be passed for 2019 and 2020. This procedure will reduce staff time and costs as well as reduce the annual paperwork associated with an annual resolution.

**Recommendation:**

The Public Works Department recommends adopting this resolution to obtain a working permit from the Illinois Department of Transportation for two years for City work that is conducted in the State's right-of-ways.

**Votes Required to Pass:**

Simple Majority



## **RESOLUTION**

**WHEREAS**, the City of Crystal, hereinafter referred to as MUNICIPALITY, located in the County of McHenry, State of Illinois, desires to undertake, in the calendar years 2019 and 2020, the location, construction, operation, and maintenance of driveways and street returns, watermains, sanitary and storm sewers, street light, traffic signals, sidewalk, landscaping, etc., on State highways, within said MUNICIPALITY, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois hereinafter referred to as Department, and,

**WHEREAS**, as individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the MUNICIPALITY or by a private person or firm under contract and supervision of the MUNICIPALITY.

**NOW, THEREFORE**, be it resolved by the MUNICIPALITY:

**FIRST**: That MUNICIPALITY hereby pledges its good faith and guarantees that all work shall be performed in accordance with the conditions of the permit to be granted by the Department, and MUNICIPALITY shall hold State of Illinois harmless during the prosecution of such work, and shall assume all liability for damages to person or property due to accidents or otherwise by reason of the work which is to be performed under the provisions of said permit.

**SECOND**: That all authorized officials of the MUNICIPALITY are hereby instructed and authorized to sign said working permit on behalf of the MUNICIPALITY.

DATED this 5th day of February, 2019.

CITY OF CRYSTAL LAKE, an  
Illinois municipal corporation,

By: \_\_\_\_\_  
MAYOR

SEAL

ATTEST

\_\_\_\_\_  
CITY CLERK

PASSED: February 5, 2019  
APPROVED: February 5, 2019



**Agenda Item No: 18**

**City Council  
Agenda Supplement**

**Meeting Date:**

February 5, 2019

**Item:**

Building Mechanical Systems Maintenance & Service Contract

**Staff Recommendation:**

Motion to:

1) Adopt a Resolution terminating the Building Mechanical Systems Maintenance & Service contract with Geostar Mechanical; and

2) Award the bid for the Building Mechanical Systems Maintenance & Service program to the lowest responsible and responsive bidder, Sherman Mechanical, and adopt a resolution authorizing the City Manager to execute a two-year base contract with Sherman Mechanical in the amount bid with a 10% contingency for unforeseen expenses.

**Staff Contact:**

Michael Magnuson, P.E., Director of Public Works

**Background:**

On January 7, 2019, the City of Crystal Lake publicly opened and read aloud bids received for the Building Mechanical Systems Maintenance and Service Program for City owned facilities. In total, four vendors submitted bids for the contract. The breakdown of bids received is as follows:

<b>Contractor</b>	<b>Parts Markup</b>	<b>Year One &amp; Two Total</b>	<b>Optional Year Three Total</b>	<b>Optional Year Four Total</b>
*ThermFlo Buffalo Grove, IL				Bid withdrawn
√ Sherman Mechanical Cary, IL	26%	\$140,116	No Bid	No Bid
Northern Weathermakers Northbrook, IL	35%	\$276,502	\$138,251	\$143,780
EHMS Lake Zurich, IL	25%	\$419,358	No Bid	No Bid

\* Bid was withdrawn by bidder

√ Indicates recommended lowest responsive and responsible bidder



The bid document requested that vendors provide a flat fee for the routine maintenance of the HVAC systems for City-owned facilities. In addition, the vendors were asked to provide the City with a standard labor rate and parts markup price for any additional, or non-routine, maintenance or repairs.

Previously, on April 17, 2018, the City of Crystal Lake entered into a contract with Geostar Mechanical for HVAC work. Geostar was unable to meet the contract requirements. City staff, in consultation with Special Counsel Pardys, afforded the contractor the ability to cure its contract deficiencies. Despite these cure attempts, the contractor failed to meet contract requirements. As a result, the City discontinued Geostar's service and rebid the contract.

**Recommendation:**

Due to Geostar's failure to meet contract requirements, despite repeated failed attempts to cure, the Public Works Department and City Legal Counsel recommend the termination of the Building Mechanical Systems Maintenance & Service Contract. The Public Works Department has reviewed all bids received for completeness and accuracy in accordance with the invitation to bid document. Staff has previously utilized Sherman Mechanical for HVAC work with satisfactory results. Therefore, it is the recommendation of staff to award the bid to the lowest responsible and responsive bidder, Sherman Mechanical, for the Building Mechanical Maintenance and Services Program for a two-year contract period.

**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 is authorized to terminate the Building Mechanical Systems Maintenance & Service contract with Geostar Mechanical.

DATED this 5<sup>th</sup> day of February, 2019.

CITY OF CRYSTAL LAKE, an  
Illinois municipal corporation,

By: \_\_\_\_\_  
MAYOR

SEAL

ATTEST

\_\_\_\_\_  
CITY CLERK

PASSED: February 5, 2019  
APPROVED: February 5, 2019



## RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is authorized to execute a two-year Base contract between the CITY OF CRYSTAL LAKE and Sherman Mechanical for Building Mechanical Systems Maintenance & Service in the amount bid with a 10% contingency for unforeseen expenses.

DATED this 5<sup>th</sup> day of February, 2019.

CITY OF CRYSTAL LAKE, an  
Illinois municipal corporation,

By: \_\_\_\_\_  
MAYOR

SEAL

ATTEST

\_\_\_\_\_  
CITY CLERK

PASSED: February 5, 2019  
APPROVED: February 5, 2019



**Agenda Item No: 19**

**City Council  
Agenda Supplement**

**Meeting Date:**

February 5, 2019

**Item:**

Well #13 and Well #15 Maintenance & Rehabilitation

**Staff Recommendation:**

Motion to award the bid for maintenance and rehabilitation work on Well #13 and Well #15 to the lowest responsive, responsible bidder, Water Well Solutions, and adopt a resolution authorizing the City Manager to execute a contract with Water Well Solutions in the submitted bid amounts with a 10% contingency for unforeseen expenses.

**Staff Contact:**

Michael Magnuson, P.E., Director of Public Works

**Background:**

On January 24, 2019, the City of Crystal Lake publicly opened and read aloud the bids received to perform maintenance and rehabilitation work to the City's Well #13 and Well #15. Well #13 is located at Water Treatment Plant #3, 850 Virginia Rd and Well #15 is located at Water Treatment Plant #5, 8701 Bard Rd. The following table summarizes the bids for the Well #13 and #15 project:

<b>Bidder</b>	<b>Total Well #13 &amp; Well #15</b>
√ Water Well Solutions Elburn, IL	\$94,935.00
Great Lakes Water Resources Joliet, IL	\$100,489.00
Municipal Well & Pump Waupun, WI	\$116,074.00

√ Indicates the lowest responsive and responsible bidder

The bid price includes maintenance and rehabilitation work as well as inspection of all equipment, replacement/repairs (if required based on inspection) and chemical treatment work required before placing the wells back into service.

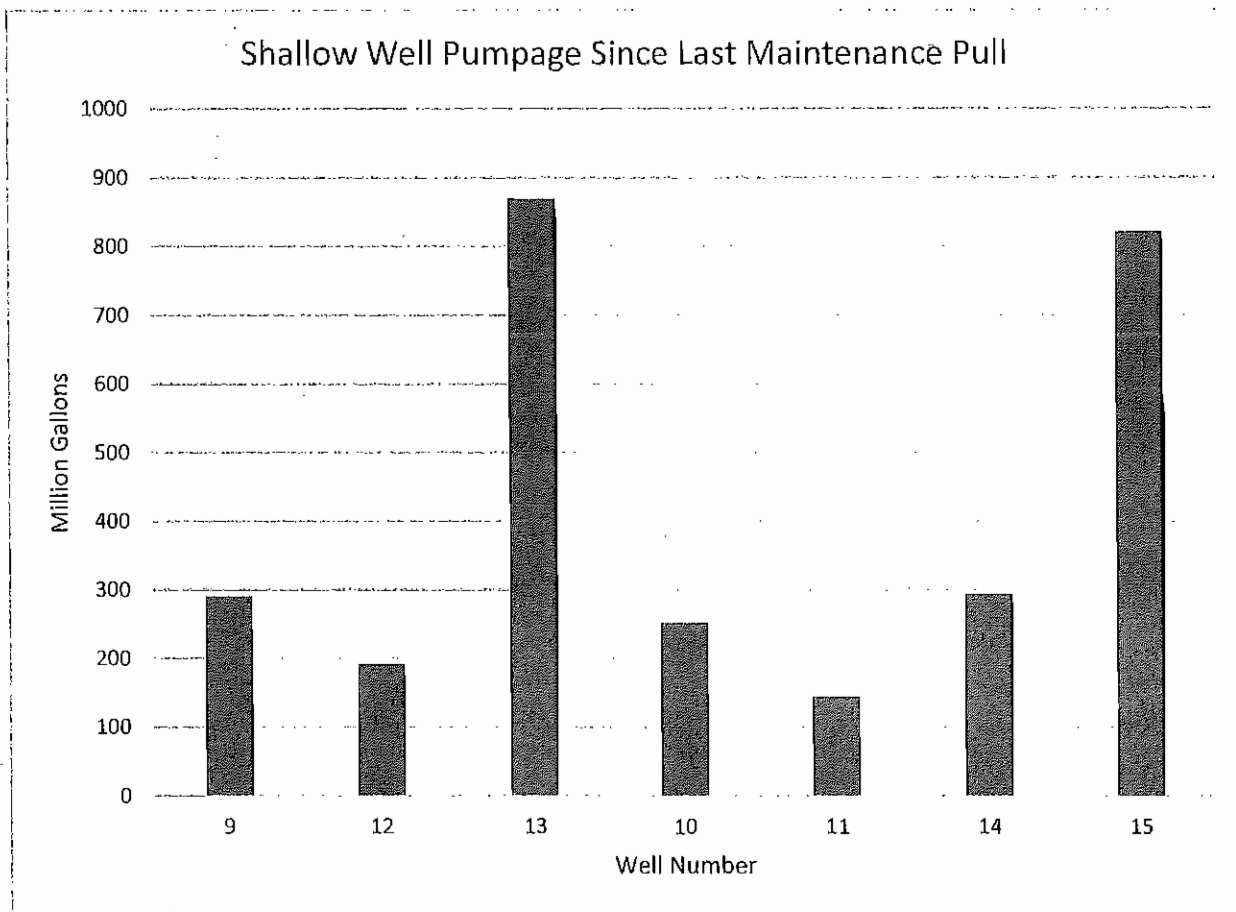
The Public Works Department operates 11 wells and typically budgets for the rehabilitation of two wells per year. The Department uses a variety of metrics to determine which wells to rehabilitate in a given year. These metrics include pump run time (hours of operation) since last rehabilitation, well production (gallons pumped) since last rehabilitation, and pumping capacity (can decrease over time since last rehabilitation). All of the wells in Crystal Lake obtain their source water from geologic layers consisting of sand and gravel (shallow wells) or glacial sandstone (deep wells).

The fine sand present in these deposits damages the pumping equipment over time (decrease in capacity). Sand in our source water is a continual operating challenge for the Public Works Department.

Well #13 is one of the City's seven shallow wells and has produced over 869 million gallons of water and run for over 1,211 days since it was last pulled out of the ground for maintenance in 2009.

Well #15 is another of the City's seven shallow wells that has high utilization. It has produced over 820 million gallons of water and has run for over 1,052 days since it was last pulled out of the ground for maintenance in 2015.

Both of these shallow wells have produced a substantial quantity of water since their last maintenance. They need to be pulled, inspected, and repaired before a failure occurs.



**Recommendation:**

The Public Works Department has reviewed all bids received for completeness and accuracy in accordance with the invitation to bid document. Water Well Solutions has submitted the lowest responsive and responsible bid per the specifications. The Public Works Department staff has used Water Well Solutions for other well repair projects and they have been a very responsive contractor. It is the recommendation of staff to award the bid to the lowest responsive, responsible bidder, Water Well Solutions, to perform the work on Well #13 and Well #15, in accordance with

the terms and conditions of the bid document. There are sufficient funds in the FY 2018/2019 Budget for this expense.

**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 is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Water Well Solutions for Well #13 and Well #15 maintenance and rehabilitation in the submitted bid amounts, with a 10% contingency.

DATED this 5<sup>th</sup> day of February, 2019.

CITY OF CRYSTAL LAKE, an  
Illinois municipal corporation,

By: \_\_\_\_\_  
MAYOR

SEAL

ATTEST

\_\_\_\_\_  
CITY CLERK

PASSED: February 5, 2019  
APPROVED: February 5, 2019