



CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING
City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
March 19, 2019
7:30 p.m.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes – March 5, 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. **Special Event Request – St. Thomas the Apostle School – Annual Corpus Christi Parade.**
10. **Annexation Public Hearing and Re-Zoning Upon Annexation – 5902 N. Route 31, Preliminary/Final Planned Unit Development 151-161 N. Route 31 (Crystal Lake Express Car Wash).**
11. **Bid Award – Natural Areas Maintenance and Native Plant Monitoring.**
12. **Bid Award – 2019 Sidewalk and Curb/Pedestrian Ramp (ADA) Installation Program – Rejection of All Bids.**
13. **Consultant Selection Approval for Geographic Information Systems Services (GIS).**
14. **Information Technology Managed Services Contract Award.**
15. **Ambulance Purchases.**
16. **Ambulance Power Load System and Stretcher Purchases.**
17. **Council Inquiries and Requests.**
18. **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.**
19. **Reconvene to Regular Session.**
20. **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

<u>Meeting Date:</u>	March 19, 2019
<u>Item:</u>	St. Thomas the Apostle Church Corpus Christi Parade Special Event
<u>Recommendation:</u>	Motion to approve the Special Event application for the 2019 St. Thomas the Apostle Church Corpus Christi Parade June 23, 2019 pursuant to the conditions recommended in this agenda supplement.
<u>Staff Contact:</u>	Michelle Rentzsch, Community Development Director

Background:

St. Thomas the Apostle Church is requesting approval of its annual Corpus Christi Parade, which will be the parade's sixth year. The parade is held to honor the Solemnity of Corpus Christi, and commonly includes a public procession. The procession will consist of one parade-type float followed by the parishioners.

This year's parade will be from 1 – 2:30 p.m. on Sunday, June 23, 2019. The parade will start at the St. Thomas' Oak Street church. The parade will proceed south on Oak Street, southwest onto Dole Avenue, southeast on Pierson Street, ending at the church's Pierson Street location.

As in past years, the Police Department will provide an escort for the parade consisting of a lead and tail car. The estimated cost for the Police Department escort is \$280.16, which will be reimbursed by the applicant.

City staff has reviewed the applicant's requests and has no concerns regarding the parade, provided the following conditions are met:

- 1) Applicant must adhere to the required City insurance provisions for the use of City-owned property by providing a certificate of insurance naming the City as additional insured, and sign the required Indemnity/Hold Harmless agreement.
- 2) All debris created by the event must be cleaned up during and after the event.

- 3) Emergency vehicle access must be maintained throughout the event. Items should not be placed on the roadway to prohibit access, and volunteers should be available to remove barricades to allow emergency vehicles on the roadway if necessary.
- 4) In the case of inclement weather, an alternate date can be approved by the City Manager.

The applicant has been made aware of these recommended conditions and advised to attend the March 19, 2019 City Council meeting to answer any questions.

Votes Required to Pass:

Simple majority vote.



Agenda Item No: 10

City Council
Agenda Supplement

Meeting Date: March 19, 2019

ANNEXATION PUBLIC HEARING

Item: REPORT OF THE PLANNING & ZONING COMMISSION

Request: 1. Preliminary/Final Planned Unit Development for a car wash.
2. Rezoning upon annexation of Parcels 6 & 7 to B-2 PUD.

Petitioner: Greg Barich, Spring Creek LLC
151-161 & 5902 N. Route 31

Recommendation: Motion to:

- 1) Adopt an ordinance authorizing execution of the annexation agreement.
- 2) Adopt the annexation ordinance and approve the Planning and Zoning Commission recommendations and adopt an ordinance for rezoning upon annexation to B-2 PUD for parcels 6 & 7, commonly known as 5902 N. Route 31.
- 3) Approve the Planning and Zoning Commission recommendations and adopt an ordinance the preliminary and final PUD for a car wash at 151-161 N. Route 31.

Staff Contact: Michelle Rentzsch, Director of Community Development
Kathryn Cowlin, Assistant City Planner

Background:

- **Existing Use:** The subject property is made up of five vacant parcels and two unincorporated parcels that contain a residence. The parcels located in the current city limits previously received zoning approval for a car dealership.
- The parcels to be annexed currently have a vacant house.
- **The City Council voted on a motion to approve the request at the November 06, 2018 meeting. The motion failed due to questions regarding stormwater and noise.**
- **The City Council granted a waiver of the one-year wait period for resubmittals at the November 20, 2018 meeting to allow the petitioner to resubmit and address the stormwater and noise concerns.**

- **Following the City Council meeting, the Mayor sent the McHenry County Board Chairman a letter sharing the existing flooding concerns of the neighbors. The McHenry County’s stormwater engineer has received the information regarding the flooding concerns and has volunteered to coordinate a meeting with the township to develop any possible solutions.**
- **A neighborhood meeting was held by the petitioner on January 14, 2019. During this meeting, the neighbors from the Orchard Acres and Royal Oaks subdivisions expressed their top three concerns: traffic, noise and stormwater management.**
- **The proposed plans were revised to meet the setback requirements, eliminate the sign variations/EMC sign and the detention basin was adjusted to have a capacity greater than what the City code requires.**

Request:

- The site for the proposed car wash is the northernmost parcels and is currently zoned B-2 PUD General Commercial. The petitioner is requesting Planned Unit Development approval for the proposed car wash.
- The petitioner is also requesting annexation and rezoning to B-2 PUD for the two southernmost parcels. At this time, there is no proposed use of the parcels, if the annexation and rezoning is approved, any future development would be required to go through the Planned Unit Development approval process.

Key Factors:

SITE LAYOUT

- The petitioner has revised the request and the setback for the building complies with the 80-foot front yard setback requirement.
- The proposed site plan has adequate onsite stacking for the drive-through car wash.

TRAFFIC CIRCULATION

- The entrance located across from Orchard Lane is a full access. This access will be shared with future development of the lots to the south.
- The proposed accesses will be reviewed and approved by IDOT.
- The Planning & Zoning Commission recommended an additional condition of approval that would require the petitioner to post a sign limiting left turns during rush hour at the full-access on Route 31.

NOISE REPORT

- The petitioner hired a sound expert to analyze the existing and future conditions of the area in relation to noise. The report concludes that for the residents to the east, the new ambient noise would be less than the existing conditions. For the residents to the west, if there is no

traffic on Route 31, the new ambient noise is negligible and with Route 31 traffic the new ambient noise is also negligible.

STORMWATER

- The petitioner is constructing a new stormwater detention basin that is much larger for the car wash portion of the site (150% larger) than the ordinance requires. Water from the site will go into the basin and infiltrate into the ground.
- All portions of the development meet or exceed the City's stormwater ordinance requirements.

SIGNAGE

- The petitioner has revised the request and the freestanding sign and wall signs meet the UDO standards.

PZC Highlights:

- Residents from the unincorporated subdivision on the west side of Route 31 expressed concerns regarding noise, traffic safety and property values. Specifically, a resident stated that there were 78 accidents and 80 accidents on Route 31 between Route 176 and Crystal Lake Avenue in the years 2017 and 2018, respectively. **Per the City's accident reporting data, during 2017 and 2018, a total of eight accidents were reported. All eight accidents were at the Route 176 and Route 31 intersection. The intersection of Crystal Lake Avenue and Route 31 is under the McHenry County Sheriff's jurisdiction.**
- A resident from the unincorporated subdivision to the east of the subject property expressed concerns regarding existing stormwater issues.
- The petitioner's engineer explained that the stormwater would be retained onsite and would be infiltrated through the basins and drywells.
- The petitioner's noise consultant presented a sound-level study of the existing ambient noise generated by Route 31 traffic and showed that the car wash would not exceed the current noise conditions.
- The City's traffic consultant presented the traffic study report. The petitioner would be required to add a right turn lane on Route 31 and the proposed conditions does allow for a full access. Ultimately, IDOT will need to approve the proposed access, at this time the City and the petitioner have not received review comments from IDOT.
- The PZC stated that the petition met the Findings of Fact.

The PZC recommended **approval (6-1)** of the petitioner's request with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
 - A. Application (Spring Creek LLC, dated 02/13/19, received 02/13/19)
 - B. Plat of Survey (M. Gingerich, Gereaux & Assoc., dated 03/21/18, received 08/28/18)

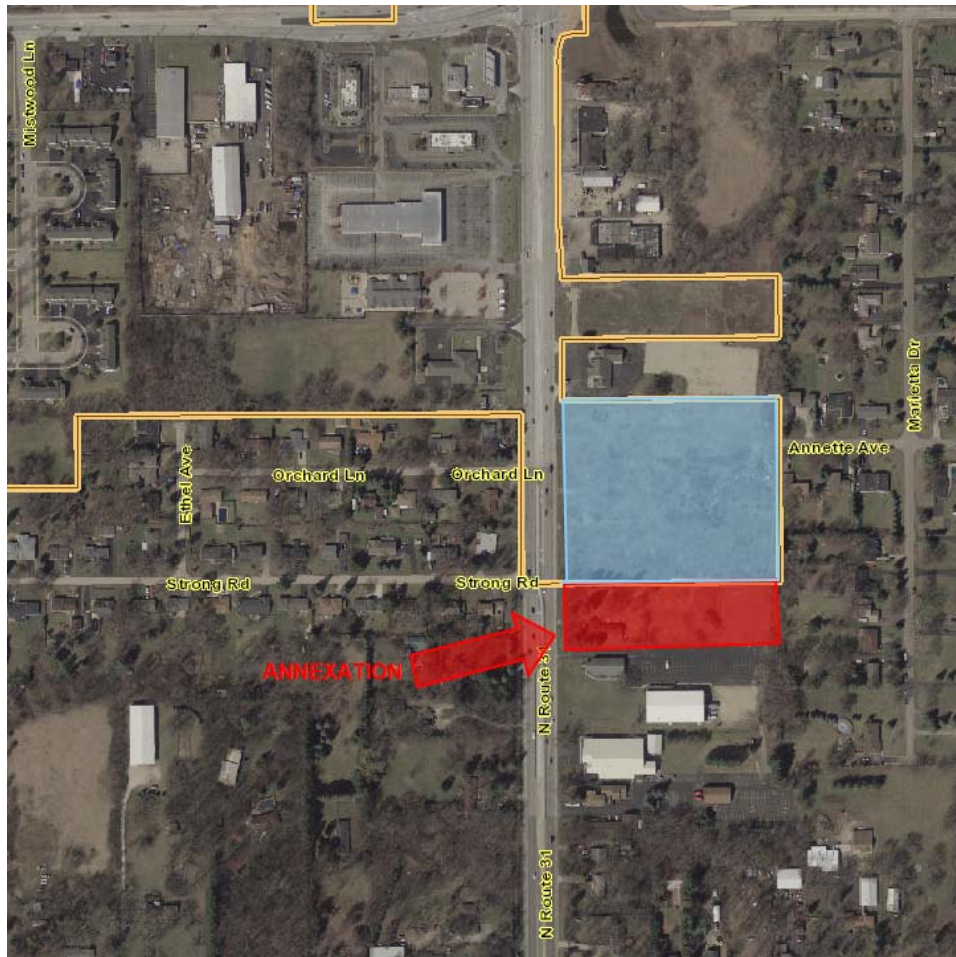
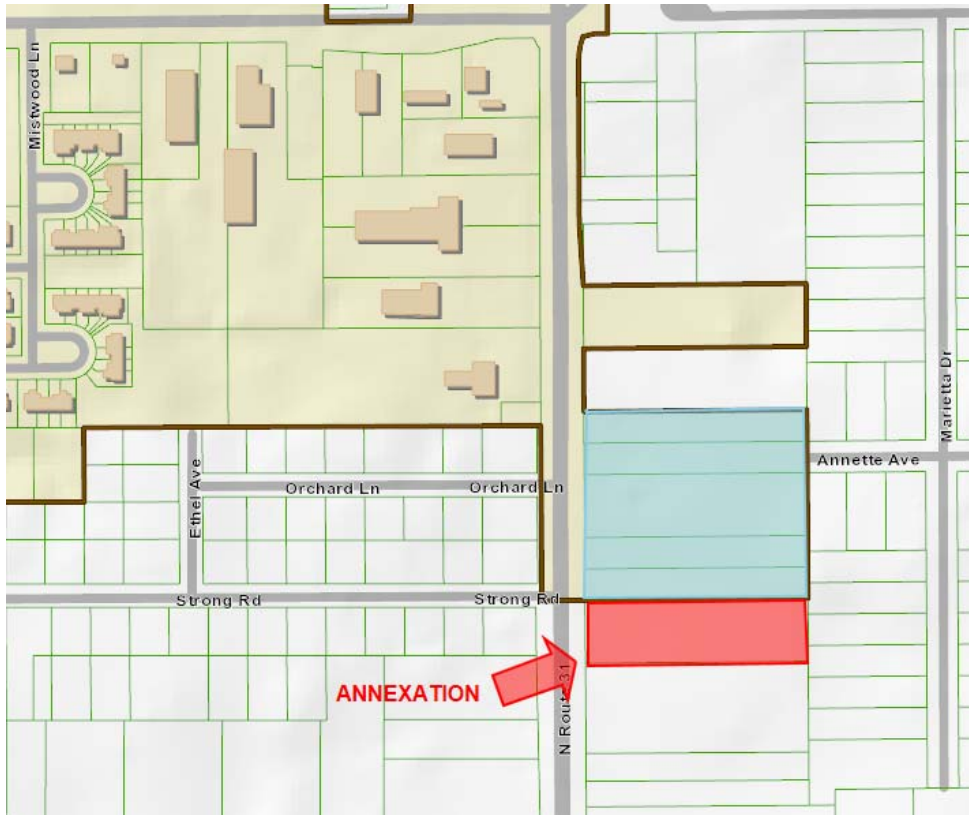
- C. Plat of Annexation (M. Gingerich, Gereaux & Assoc., dated 03/21/18, received 08/28/18)
- D. Elevations (ARSA, dated 07/30/18, received 08/28/18)
- E. Colored Elevations (ARSA, received 02/13/19)
- F. Sign Elevation (Grate Signs, dated 07/17/18, received 02/13/19)
- G. Landscape Plan (WMA, dated 02/12/19, received 02/13/19)
- H. Site Plan (M. Gingerich, Gereaux & Assoc., dated 02/04/19, received 02/13/19)
- I. Photometric Plan (LSI, dated 05/24/18, received 08/28/18)
- J. Engineering Plan (M. Gingerich, Gereaux & Assoc., dated 02/28/19, received 03/01/19)
- K. Stormwater Report (M. Gingerich, Gereaux & Assoc., dated 02/28/19, received 03/01/19)
- L. Traffic Study (GHA, dated 08/03/18)
- M. Sound Study (Acoustic Associates, dated 02/26/19, received 03/01/19)

2. Landscape Plan:
 - A. Add foundation plantings along the foundation of the car wash building.
 - B. Add landscape screening west of the detention basin in the rear. The landscaping screen must be a mix of spruce, pine and deciduous trees.
 - C. The area to the east of the landscape screening must be planted with a native prairie mix and maintained as conservation open space.
3. The photometric plan must comply with the UDO requirements for site lighting.
4. All mechanical equipment including roof mounted equipment must be screened per the UDO.
5. The vacuum hose arch supports shall be of a neutral color and complimentary to the building color.
6. Future development will require a Final PUD Amendment and approval. The future development must have the same or complementary building materials as the car wash.
7. The petitioner shall address all of the review comments and requirements of the Community Development, Public Works and Fire Rescue Departments, as well as the City's traffic consultant, Gewalt Hamilton Associates and the City's stormwater consultant, Christopher B. Burke Engineering.
8. **Work with staff to limit left turn access from this site onto Route 31 during peak traffic hours. (Added by PZC)**
9. **The petitioner is to repair the existing fence along the east property line. (Added by PZC)**

The draft annexation agreement is attached. The proposed language is the City's standard and the petitioner is requesting rezoning to B-2 PUD (General Commercial Planned Unit Development) for these two parcels. The existing use of the residence would be considered a legal nonconforming use. This document has been reviewed by an attorney and staff and is an acceptable format.

Votes Required to Pass: A super majority (5 votes) is required to approve the annexation agreement.

PLN-2018-00101 CRYSTAL LAKE EXPRESS CAR WASH – EAST RT 31 ACROSS FROM ORCHARD LN.



DRAFT

Ord. No. 7511
File No. 115



The City of Crystal Lake Illinois

**AN ORDINANCE AUTHORIZING THE EXECUTION
OF AN ANNEXATION AGREEMENT**

WHEREAS, Fordham Creek LLC (hereinafter, “the Owner”) is the record title owner of a certain tract of land located in Nunda Township in unincorporated McHenry County, Illinois, and legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the “Subject Property”); and

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

WHEREAS, the Subject Property consists of approximately 2.09 acres and is depicted on the plat of annexation attached as Exhibit B attached hereto (the “Plat of Annexation”); and

WHEREAS, the Subject Property is contiguous to the corporate limits of the City and is not within the corporate limits of any municipality; and

WHEREAS, the Owner desires and proposes to have the Subject Property annexed to the City of Crystal Lake pursuant to and in accordance with the provisions of Section 7-1-8 of the Illinois Municipal Code (the “Annexation”); and

WHEREAS, prior to approval of the Annexation, the City and the Owner desire to establish by agreement terms for the Annexation of the Subject Property; and

WHEREAS, pursuant to the provisions of Section 11-15.1-1 *et seq.* of the Illinois Municipal Code, a proposed annexation agreement, in substance and form substantially the same as the agreement attached hereto as Exhibit C, was submitted to the Corporate Authorities of the City of Crystal Lake and, pursuant to notice published in the Northwest Herald on March 2, 2019, as provided by statute, a public hearing was held thereon by the Corporate Authorities commencing on March 19, 2019.

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

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

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

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

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

AYES:

NAYS:

ABSENT:

PASSED this 19th day of March, 2019.

APPROVED by me this 19th day of March, 2019.

City of Crystal Lake, an
Illinois municipal corporation

Aaron T. Shepley, Mayor

SEAL

ATTEST:

Nick Kachiroubas, City Clerk

Passed: March 19, 2019

Approved: March 19, 2019

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL 1: Commencing at the Northwest corner of the Southeast Quarter of section 34, Township 44 North, Range 8 East of the Third Principal Meridian and running thence Easterly along the North line of the said Southeast Quarter 4.9 feet to the centerline of state Highway Route 31; thence Southerly along the center of said highway, 1558.4 feet for a place of beginning; thence Southerly along the center of the highway, 80 feet; thence Easterly at right angles to said highway, 628 feet; thence Northerly, parallel with said highway, 80 feet; thence Westerly, 628 feet to the place of beginning, (except that portion thereof dedicated for highway purposes), in McHenry County, Illinois, also,

PARCEL 2: That part of the West half of the southeast Quarter of section 34, Township 44 North, Range 8 East of the Third Principal Meridian described as follows: Commencing on the North line of the Southeast Quarter at a point 4.9 feet east from the center of said Section 34, being in the center of the state Highway known as Route 31; thence South along the center of said highway, being on a line forming an angle of 90 degrees 19 minutes to the right with said east and West Quarter section line, for a distance of 1478.4 feet for a place of beginning; thence Est at right angles to the center of said highway for a distance of 628 feet to a point; thence South at right angles to the last described line, a distance of 80 feet to a point; thence West at right angles to the last described line, 628 feet to an intersection with the centerline of said highway; thence North along the center of said highway, 80 feet to the place of beginning in McHenry County, Illinois, (excepting from both parcels the following described property, that part of the Southeast Quarter of Section 34, Township 44 North, Range 8 Est of the Third Principal Meridian described as follows: commencing at the point of intersection of the North line of the Southeast Quarter of said Section 34, and the center line of F.A. Route 54 (Illinois Route 31), said point of intersection being 4.9 feet Easterly of the center of said section; thence Southerly along the centerline of F.A. Route 54 (Illinois 31), 1478.4 feet to a place of beginning; thence southerly along the centerline of said F.A. Route 54, 160 feet to a point; thence Easterly along a line perpendicular to the centerline of said Route 54, a distance of 60 feet to a point; thence Northerly along a line parallel with the centerline of said F.A. Route 54, a distance of 160 feet to a point; thence Westerly 60 feet to the place of beginning, in McHenry County, Illinois)

PIN No: 14-34-451-037

Common Address: 5902 S IL Route 31

Ord. No. 7511
File No. 115

EXHIBIT B
PLAT OF ANNEXATION

Ord. No. 7511
File No. 115

EXHIBIT C
ANNEXATION AGREEMENT

DRAFT

ANNEXATION AGREEMENT

THIS AGREEMENT made and entered into this 19th day of March, 2019, by and between the CITY OF CRYSTAL LAKE, a Municipal Corporation in the State of Illinois (hereinafter referred to as “City”), by and through its Mayor and Members of the City Council (hereinafter referred to, collectively, as “Corporate Authorities”), and Fordham Creek LLC. (hereinafter referred to as “Owner”).

WITNESSETH:

WHEREAS, Owner is the legal owner of record of real property which is the subject of this Annexation Agreement, which property is located in an unincorporated portion of McHenry County, Illinois, and is hereinafter referred to as the "Subject Property." Said real property is represented and legally described in Exhibit "A", attached hereto and incorporated herein and commonly known as 5902 S IL Route 31, Crystal Lake, Illinois 60014; and

WHEREAS, the Owner has heretofore filed with the City Clerk a duly executed petition signed by the sole owners of record of the Subject Property, there being no electors residing within the boundaries of the Subject Property, seeking annexation of the Subject Property to the City, together with the Plat of Annexation; and

WHEREAS, the Subject Property is contiguous to the Corporate limits of the City; and

WHEREAS, the Subject Property is not included within the corporate limits of any

municipality; and

WHEREAS, the Subject Property is not part of any Public Library District but is located within the Crystal Lake Rural Fire Protection District and Nunda Township Road District; and

WHEREAS, the Owner desires that the Subject Property be annexed to the City under certain terms and conditions and in the manner hereinafter specified; and

WHEREAS, pursuant to the provisions of Section 11-15.1-1 et seq. of the Illinois Municipal Code, a proposed annexation agreement, in substance and form substantially the same as this Agreement, was submitted to the Corporate Authorities and, pursuant to notice published in the *Northwest Herald*, on March 2, 2019, as provided by statute, a public hearing was held thereon by the Corporate Authorities commencing on March 19, 2019 and concluded on March 19, 2019; and

WHEREAS, pursuant to notice published in the *Northwest Herald* on February 16, 2019, as provided by statute, a public hearing was held by the Planning & Zoning Commission of the City on March 6, 2019, and the Planning & Zoning Commission has made its recommendations with respect to the request for rezoning of the Subject Property to the B-2 General Commercial Planned Unit Development zoning district; and

WHEREAS, the City has, pursuant to Statute, served upon the Board of Trustees of the Crystal Lake Rural Fire Protection District, the Nunda Township Supervisor, the Board of Trustees of Nunda Township, and the Nunda Township Road Commissioner, notice of the

proposed annexation of the Subject Property to the City of Crystal Lake by certified mail at least ten (10) days in advance of any action taken with respect to the Annexation of the Subject Property; and

WHEREAS, all other pertinent and relevant matters in addition to those referred to or included in this Annexation Agreement have been considered by the parties hereto, and the Corporate Authorities of the City believe that it is their best and considered judgment that the development of the Subject Property, in accordance with the terms and provisions of this Agreement, will inure to the benefit of the improvement of the City.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements herein contained, the parties hereto agree as follows:

1. The representations and recitals set forth in the foregoing preamble are material to this Agreement, and the parties hereby confirm and declare their truth and validity and hereby incorporate such representations and recitals in this Agreement.

2. Immediately following execution of this Agreement by the Owner; approval of this Agreement by the Corporate Authorities; receipt of affidavits of service of notice of the Annexation as required by law (the "Affidavits of Service"); payment by the Owner of the amounts due to the City, if any, as a condition precedent to the execution of this Agreement by the Mayor, the City shall adopt a valid and binding ordinance substantially in the form attached hereto as Exhibit B, annexing the Subject Property to the City pursuant to Section 7-1-8 of the Illinois Municipal Code (the "Annexation Ordinance"). Immediately following satisfaction of the conditions precedent to the effectiveness of the Annexation Ordinance and the execution of this Agreement by the City Mayor, the City shall promptly cause this Agreement, the Affidavits of

Service and the Annexation Ordinance to be properly recorded in the office of the McHenry County Recorder of Deeds.

3. Immediately after the adoption of the Annexation Ordinance, the City shall adopt a valid and binding ordinance, substantially in the form attached hereto as Exhibit C, amending the City's zoning map (the "Zoning Map Ordinance") to add the Subject Property to said map and to classify the Subject Property to B-2 PUD – General Commercial Planned Unit Development, with all existing buildings and uses on the Subject Property being considered to be nonconforming.

4. Owner, upon annexation, shall have the right, at Owner's election, to attach to the water and/or sewer facilities of the City of Crystal Lake and such connection shall be made in accordance with all applicable codes and regulations and shall be subject to the payment of such connection fees as may be in existence at the time of said elections. It is recognized by the City that the Owners have an existing water well system and sanitary septic system. Provided that the water well system and sanitary septic system remain operable and in compliance with applicable, statutes, codes and regulations and do not constitute a safety hazard, the Owner shall have the right to continue to use the water well system and sanitary septic system. In the event that either system becomes inoperable or fails to comply with applicable statutes, codes and regulations and the cost to repair such system exceeds fifty percent (50%) of the cost to replace such system, the owner shall be required to discontinue the use of such noncompliant system and connect to the applicable facility of the City. If at the time of the discontinuance of the use of the water well system and/or sanitary septic system pursuant to the terms of this paragraph, the Subject Property is not occupied, the connection to the applicable facility of the City shall not be required until such time as the Owner or any tenant of the Owner seeks to occupy the Subject Property. In

such an event, the connection to the applicable facility shall be a condition of any certificate of occupancy.

5. When the Owner attaches to the water and/or sewer facilities of the City, the plans and specifications for the construction and installation of any water and/or sewer connections and extensions shall be compatible with the intended use and shall be pre-approved by the City. The construction and installation of any water and/or sewer extensions and connections shall be at the expense of the Owner or its successors, assigns or grantees. However, if the Owner constructs and installs any water and/or sewer connections and extensions which benefit, in any way, property lying outside the Subject Property, the City agrees, pursuant to 65 ILCS 5/9-5-1, to execute a contract with the Owner by which the City agrees to reimburse the Owner for an equitable portion of the cost of such facilities from fees charged to owners of property not within the Subject Property, when and as collected from such owners. Such contract shall describe the property outside the Subject Property, which may reasonably be expected to benefit from the facilities and shall specify the equitable amount or proportion of the cost of such facilities, which is to be incurred primarily for the benefit of that property. Such contract shall also provide that the City shall collect such fees charged to the owners of property not within the Subject Property prior to the connection to and use of the said facilities by the respective properties of each owner. The City will provide reasonable assistance to the Owner in obtaining all necessary easements at Owner's or its successor's, assign's or grantee's expense, not already in existence, to enable the installation of such connections and extensions to be accomplished. The Owner and the City agree that it is hereby

contemplated that if the Owner elects to construct and install water and/or sewer facilities to be attached to the water and/or sewer facilities of the City, that equitable fees, plus an appropriate carrying charge, will be charged to and collected from any owners of property lying outside the Subject Property who are benefited by the construction and installation of water and/or sewer connections or extensions and that reimbursement will be made to the owner as provided herein above. The City agrees that no benefited property owner shall be permitted to connect into and utilize said sewer and/or water main extensions without first reimbursing the Owner as herein above stated in this paragraph. The City shall have no obligation under this paragraph until the terms are formalized in a separate written agreement in accordance with the provisions of 65 ILCS 5/9-5-1. The parties agree to use their best efforts in good faith to enter into such a separate agreement.

6. Owner shall not be required, upon annexation, to install curbs, gutters, storm sewers, sidewalks, or roadway widening for that portion of the property fronting on Route 31 during the term of this Agreement.

7. Because of the Business zoning of the property, annexation fees for the Subject Property are waived.

8. No park or school donations are required by reason of the annexation of the Subject Property unless the Property were zoned for some form of residential use and at that time school and park donations may be required pursuant to City Ordinances.

9. Except as modified by the terms and provisions of this Agreement, the Owner shall comply in all respects with the conditions and requirements of all ordinances of the City applicable against similar property within the City as they may exist from time

to time, including, but not limited to, those requiring the issuance of permits or the payment of fees thereof.

10. This Agreement shall be binding upon and inure to the benefit of the parties hereto, successor owners of record and their heirs, assigns, and lessees, and upon successor municipal authorities of the City and successor municipalities for a period of ten (10) years from the date of execution hereof, and any extended time agreed to by amendment to this Agreement.

11. The parties agree that should a proposed amendment to the Annexation Agreement be attempted by an owner of a portion but not all of the Subject Property, that as long as the proposed amendment does not affect the remaining portion of the Subject Property, the owners of the remaining portion of the Subject Property would not be required to join in to the Petition for Amendment to the Annexation Agreement in any way.

12. It is agreed that the parties to this Agreement may enforce and compel performance, whether by law or in equity, by suit, mandamus, injunction, declaratory judgment, or other court procedure, only in courts of the State of Illinois; no such action may be brought in any Federal Court. In the event that either party to the agreement files suit to compel performance by the other, the prevailing party shall be entitled to recover, as part of the costs otherwise allowed, its reasonable attorney's fees incurred therein.

13. The failure of the City to insist, in any one or more instances upon performance of any terms or conditions of this Agreement, shall not be construed as a waiver of future strict performance of any such term, covenant or condition and the obligations of the Owner shall continue in full force and effect.

13. If any provision of this Agreement, other than the provisions relating to the requested zoning changes described herein and the ordinance adopted in connection therewith, is

held invalid by any court of competent jurisdiction, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Annexation Agreement the day and year first above written.

CITY OF CRYSTAL LAKE,
a Municipal Corporation

FORDHAM CREEK LLC.

BY: _____
MAYOR

BY: _____
An Officer

ATTEST:

CITY CLERK

EXHIBIT A
LEGAL DESCRIPTION
OF
PREMISES

Parcel 1: Commencing at the northwest corner of the southeast quarter of Section 34, Township 44 North, Range 8 East of the Third Principal Meridian and running thence easterly along the north line of the said southeast quarter, 4.9 feet to the centerline of State Highway Route 31; thence southerly along the center of said highway, 1558.4 feet for a place of beginning; thence southerly along the center of the highway, 80 feet; thence easterly at right angles to said highway, 628 feet; thence northerly, parallel with said highway, 80 feet; thence westerly, 628 feet to the place of beginning, (except that portion thereof dedicated for highway purposes), in McHenry County, Illinois, also,

Parcel 2: That part of the west half of the southeast quarter of Section 34, Township 44 North, Range 8 East of the Third Principal Meridian described as follows: commencing on the north line of said southeast quarter at a point 4.9 feet east from the center of said section 34, being in the center of the State Highway known as Route 31; thence south along the center of said highway, being on a line forming an angle of 90 degrees 19 minutes to the right with said east and west quarter section line, for a distance of 1478.4 feet for a place of beginning; thence east at right angles to the center of said highway for a distance of 628 feet to a point; thence south at right angles to the last described line, a distance of 80 feet to a point; thence west at right angles to the last described line, 628 feet to an intersection with the centerline of said highway; thence north along the center of said highway, 80 feet to the place of beginning, in McHenry County, Illinois, (excepting from both parcels the following described property, that part of the southeast quarter of section 34, township 44 north, range 8 east of the third principal meridian described as follows: commencing at the point of intersection of the north line of the southeast quarter of said section 34, and the centerline of F.A. Route 54 (Illinois Route 31), said point of intersection being 4.9 feet easterly of the center of said section; thence southerly along the centerline of F.A. Route 54 (Illinois 31), 1478.4 feet to a place of beginning; thence southerly along the centerline of said F.A. Route 54, 160 feet to a point; thence easterly along a line perpendicular to the centerline of said Route 54, a distance of 60 feet to a point; thence northerly along a line parallel with the centerline of said F.A. Route 54, a distance of 160 feet to a point ; thence westerly 60 feet to the place of beginning, in McHenry County, Illinois).

PIN No: 14-34-451-037

Common Address: 5902 S IL Route 31, Crystal Lake, IL 60014

EXHIBIT B
ANNEXATION ORDINANCE

EXHIBIT C
ZONING MAP ORDINANCE

DRAFT

Ord. No. 7512
File No. 115



The City of Crystal Lake Illinois

**AN ORDINANCE ANNEXING CERTAIN TERRITORY TO
THE CITY OF CRYSTAL LAKE, McHENRY COUNTY, ILLINOIS**

WHEREAS, a written Petition, signed by the legal owners of all land within the territory hereinafter described, has been filed with the City Clerk of the City of Crystal Lake, McHenry County, Illinois, requesting that said territory be annexed to the City of Crystal Lake; and

WHEREAS, the said territory is not within the corporate limits of any municipality but is contiguous to the City of Crystal Lake; and

WHEREAS, said territory is not part of any public library district; and

WHEREAS, legal notices regarding the intention of the City to annex said territory have been sent to all public bodies required to receive such notice by State statute; and

WHEREAS, all Petitions, documents and other necessary legal requirements are in full compliance with the requirements of the Statues of the State of Illinois, specifically 65 ILCS 5/7-1-8; and

WHEREAS, annexation of the territory by the City is also authorized under, and is in compliance with the requirements of, Section 7-1-10 of the Illinois Municipal Code, 65ILCS 5/7-1-10; and

WHEREAS, it is in the best interests of the City of Crystal Lake that said territory be annexed thereto.

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

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

SECTION II: That the territory legally described in Exhibit "A" attached hereto and made a part hereof, be and the same is hereby annexed to the City of Crystal Lake, McHenry County, Illinois.

SECTION III: That the City Clerk of the City of Crystal Lake is hereby directed to record in the Office of the Recorder of Deeds of McHenry County, Illinois, being the County in which the aforesaid annexed territory is situated, a certified copy of this Ordinance together with an accurate map of the territory hereby annexed, said map being attached hereto and made a part hereof and labeled Exhibit "B". Additionally, the City Clerk is authorized and directed to cause a certified copy of this Ordinance, together with an accurate map to be filed in the Office of the County Clerk of McHenry County, Illinois.

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

AYES:

NAYS:

ABSENT:

PASSED this 19th day of March, 2019.

APPROVED by me this 19th day of March, 2019.

City of Crystal Lake, an
Illinois municipal corporation

Aaron T. Shepley, Mayor

SEAL

ATTEST:

Nick Kachiroubas, City Clerk

Passed: March 19, 2019
Approved: March 19, 2019

CERTIFICATION

I, NICK KACHIROUBAS, do hereby certify that I am the duly elected, authorized and acting City Clerk of the City of Crystal Lake, County of McHenry, and State of Illinois, and that as such City Clerk I am the keeper of the records and minutes of the proceedings of the Mayor and Councilmembers to the said City.

I do hereby certify that the following "AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE CITY OF CRYSTAL LAKE, McHENRY COUNTY, ILLINOIS" is a true and correct copy of Ordinance Number _____ duly passed and approved at a regular meeting of said Mayor and Council; held on the 20th day of November, 2018, at which time ___ councilmembers were present and ___ councilmembers were absent.

Motion was made by Councilmember _____ and seconded by Councilmember _____ that the following Ordinance be passed and approved. Upon roll-call vote, ___ councilmembers voted AYE and _____ councilmembers voted NAY; whereupon said Ordinance was declared duly passed and was thereupon approved by the Mayor.

CITY CLERK

(SEAL)

Prepared by:

City of Crystal Lake
Community Development
100 W. Woodstock Street
Crystal Lake, IL 60014

After recording, return to:

City of Crystal Lake
Community Development
100 W. Woodstock Street
Crystal Lake, IL 60014

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1: Commencing at the Northwest corner of the Southeast Quarter of section 34, Township 44 North, Range 8 East of the Third Principal Meridian and running thence Easterly along the North line of the said Southeast Quarter 4.9 feet to the centerline of state Highway Route 31; thence Southerly along the center of said highway, 1558.4 feet for a place of beginning; thence Southerly along the center of the highway, 80 feet; thence Easterly at right angles to said highway, 628 feet; thence Northerly, parallel with said highway, 80 feet; thence Westerly, 628 feet to the place of beginning, (except that portion thereof dedicated for highway purposes), in McHenry County, Illinois, also,

PARCEL 2: That part of the West half of the southeast Quarter of section 34, Township 44 North, Range 8 East of the Third Principal Meridian described as follows: Commencing on the North line of the Southeast Quarter at a point 4.9 feet east from the center of said Section 34, being in the center of the state Highway known as Route 31; thence South along the center of said highway, being on a line forming an angle of 90 degrees 19 minutes to the right with said east and West Quarter section line, for a distance of 1478.4 feet for a place of beginning; thence Est at right angles to the center of said highway for a distance of 628 feet to a point; thence South at right angles to the last described line, a distance of 80 feet to a point; thence West at right angles to the last described line, 628 feet to an intersection with the centerline of said highway; thence North along the center of said highway, 80 feet to the place of beginning in McHenry County, Illinois, (excepting from both parcels the following described property, that part of the Southeast Quarter of Section 34, Township 44 North, Range 8 Est of the Third Principal Meridian described as follows: commencing at the point of intersection of the North line of the Southeast Quarter of said Section 34, and the center line of F.A. Route 54 (Illinois Route 31), said point of intersection being 4.9 feet Easterly of the center of said section; thence Southerly along the centerline of F.A. Route 54 (Illinois 31), 1478.4 feet to a place of beginning; thence southerly along the centerline of said F.A. Route 54, 160 feet to a point; thence Easterly along a line perpendicular to the centerline of said Route 54, a distance of 60 feet to a point; thence Northerly along a line parallel with the centerline of said F.A. Route 54, a distance of 160 feet to a point; thence Westerly 60 feet to the place of beginning, in McHenry County, Illinois)

PIN No: 14-34-451-037

Common Address: 5902 S IL Route 31

EXHIBIT "B"
PLAT OF ANNEXATION

DRAFT

Ord. No. 7513
File No. 115



The City of Crystal Lake Illinois

**AN ORDINANCE ZONING CERTAIN PROPERTY
“B-2PUD” GENERAL COMMERCIAL DISTRICT AND
GRANTING A PRELIMINARY-FINAL PLANNED UNIT DEVELOPMENT**

WHEREAS, Spring Creek LLC & Fordham Creek LLC (hereinafter, the “Owner”) is the owner of property legally described in Exhibit A, attached hereto (hereinafter, the “Subject Property”); and

WHEREAS, pursuant to an application filed by the Owner, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on February 16, 2019 in the Northwest Herald, held a public hearing at 7:30 p.m., on March 6, 2019 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed zoning of the Subject Property to “B-2PUD” General Commercial District Planned Unit Development and granting of a Preliminary and Final Planned Unit Development; and

WHEREAS, on March 6, 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 zoning of the Property be changed to “B-2 PUD” General Commercial

Planned Unit Development and a Preliminary and Final Planned Unit Development, all as more specifically set forth in that certain Report of the Planning and Zoning Commission in Case #PLN-2018-00101, dated as of March 7, 2019; and

WHEREAS, the City Council of the City of Crystal Lake, pursuant to notice duly published on February 16, 2019 in the Northwest Herald, held a public hearing at 7:30 p.m., on March 6, 2019 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed annexation of the subject property (Exhibit A); and

WHEREAS, said territory is the subject of a certain Annexation Agreement; and

WHEREAS, said territory has been duly annexed by ordinance to the City of Crystal Lake; and

WHEREAS, by the terms of said Annexation Agreement, said territory is to be zoned “B-2 PUD” General Commercial Planned Unit Development zoning; and

WHEREAS, it is in the best interests of the City of Crystal Lake that the property legally described herein below be classified and zoned as indicated.

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

SECTION I: Recitals: The foregoing recitals are hereby incorporated by reference as though fully set forth herein.

SECTION II: That the following described Property is hereby zoned and classified “B-2 PUD” General Commercial Planned Unit Development district.

Parcel 1: Commencing at the northwest corner of the southeast quarter of Section 34, Township 44 North, Range 8 East of the Third Principal Meridian and running thence easterly along the north line of the said southeast quarter, 4.9 feet to the centerline of State Highway Route 31; thence southerly along the center of said highway, 1558.4 feet for a place of beginning; thence southerly along the center of the highway, 80 feet; thence easterly at right angles to said highway, 628 feet; thence northerly, parallel with said highway, 80 feet; thence westerly, 628 feet to the place of beginning, (except that portion thereof dedicated for highway purposes), in McHenry County, Illinois, also,

Parcel 2: That part of the west half of the southeast quarter of Section 34, Township 44 North, Range 8 East of the Third Principal Meridian described as follows: commencing on the north line of said southeast quarter at a point 4.9 feet east from the center of said section 34, being in the center of the State Highway known as Route 31; thence south along the center of said highway, being on a line forming an angle of 90 degrees 19 minutes to the right with said east and west quarter section line, for a distance of 1478.4 feet for a place of beginning; thence east at right angles to the center of said highway for a distance of 628 feet to a point; thence south at right angles to the last described line, a distance of 80 feet to a point; thence west at right angles to the last described line, 628 feet to an intersection with the centerline of said highway; thence north along the center of said highway, 80 feet to the place of beginning, in McHenry County, Illinois, (excepting from both parcels the following described property, that part of the southeast quarter of section 34, township 44 north, range 8 east of the third principal meridian described as follows: commencing at the point of intersection of the north line of the southeast quarter of said section 34, and the centerline of F.A. Route 54 (Illinois Route 31), said point of intersection being 4.9 feet easterly of the center of said section; thence southerly along the centerline of F.A. Route 54 (Illinois 31), 1478.4 feet to a place of beginning; thence southerly along the centerline of said F.A. Route 54, 160 feet to a point; thence easterly along a line perpendicular to the centerline of said Route 54, a distance of 60 feet to a point; thence northerly along a line parallel with the centerline of said F.A. Route 54, a distance of 160 feet to a point ; thence westerly 60 feet to the place of beginning, in McHenry County, Illinois).

SECTION III: That a Preliminary and Final Planned Unit Development are hereby granted for the property commonly known as 151-161 N. Route 31, Crystal Lake, IL (PINs 14-34-401-012, 14-34-401-013, 14-34-451-003, 14-34-451-004 and 14-34-451-005) for a car wash subject to the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
 - A. Application (Spring Creek LLC, dated 02/13/19, received 02/13/19)
 - B. Plat of Survey (M. Gingerich, Gereaux & Assoc., dated 03/21/18, received 08/28/18)
 - C. Plat of Annexation (M. Gingerich, Gereaux & Assoc., dated 03/21/18, received 08/28/18)
 - D. Elevations (ARSA, dated 07/30/18, received 08/28/18)
 - E. Colored Elevations (ARSA, received 02/13/19)
 - F. Sign Elevation (Grate Signs, dated 07/17/18, received 02/13/19)
 - G. Landscape Plan (WMA, dated 02/12/19, received 02/13/19)
 - H. Site Plan (M. Gingerich, Gereaux & Assoc., dated 02/04/19, received 02/13/19)
 - I. Photometric Plan (LSI, dated 05/24/18, received 08/28/18)
 - J. Engineering Plan (M. Gingerich, Gereaux & Assoc., dated 02/28/19, received 03/01/19)
 - K. Stormwater Report (M. Gingerich, Gereaux & Assoc., dated 02/28/19, received 03/01/19)
 - L. Traffic Study (GHA, dated 08/03/18)
 - M. Sound Study (Acoustic Associates, dated 02/26/19, received 03/01/19)
2. Landscape Plan:
 - A. Add foundation plantings along the foundation of the car wash building.
 - B. Add landscape screening west of the detention basin in the rear. The landscaping screen must be a mix of spruce, pine and deciduous trees.
 - C. The area to the east of the landscape screening must be planted with a native prairie mix and maintained as conservation open space.
3. The photometric plan must comply with the UDO requirements for site lighting.
4. All mechanical equipment including roof mounted equipment must be screened per the UDO.
5. The vacuum hose arch supports shall be of a neutral color and complimentary to the building color.
6. Future development will require a Final PUD Amendment and approval. The future development must have the same or complementary building materials as the car wash.

7. The petitioner shall address all of the review comments and requirements of the Community Development, Public Works and Fire Rescue Departments, as well as the City's traffic consultant, Gewalt Hamilton Associates and the City's stormwater consultant, Christopher B. Burke Engineering.
8. Work with staff to limit left turn access from this site onto Route 31 during peak traffic hours.
9. The petitioner is to repair the existing fence along the east property line.

SECTION IV: That the City Clerk is hereby directed to amend the official zoning map of the City of Crystal Lake and all pertinent records of the City of Crystal Lake to show the Preliminary and Final Planned Unit Development, and zoning classification of the above-described property in accordance with the provisions of this Ordinance, as provided by law.

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

AYES:

NAYS:

ABSENT:

PASSED this 19th day of March, 2019.

APPROVED by me this 19th day of March, 2019.

City of Crystal Lake, an
Illinois municipal corporation

Aaron T. Shepley, Mayor

SEAL

ATTEST:

Nick Kachiroubas, City Clerk

Passed: March 19, 2019
Approved: March 19, 2019

EXHIBIT A

PARCEL 1: Commencing at the Northwest corner of the Southeast Quarter of section 34, Township 44 North, Range 8 East of the Third Principal Meridian and running thence Easterly along the North line of the said Southeast Quarter 4.9 feet to the centerline of state Highway Route 31; thence Southerly along the center of said highway, 1558.4 feet for a place of beginning; thence Southerly along the center of the highway, 80 feet; thence Easterly at right angles to said highway, 628 feet; thence Northerly, parallel with said highway, 80 feet; thence Westerly, 628 feet to the place of beginning, (except that portion thereof dedicated for highway purposes), in McHenry County, Illinois, also,

PARCEL 2: That part of the West half of the southeast Quarter of section 34, Township 44 North, Range 8 East of the Third Principal Meridian described as follows: Commencing on the North line of the Southeast Quarter at a point 4.9 feet east from the center of said Section 34, being in the center of the state Highway known as Route 31; thence South along the center of said highway, being on a line forming an angle of 90 degrees 19 minutes to the right with said east and West Quarter section line, for a distance of 1478.4 feet for a place of beginning; thence Est at right angles to the center of said highway for a distance of 628 feet to a point; thence South at right angles to the last described line, a distance of 80 feet to a point; thence West at right angles to the last described line, 628 feet to an intersection with the centerline of said highway; thence North along the center of said highway, 80 feet to the place of beginning in McHenry County, Illinois, (excepting from both parcels the following described property, that part of the Southeast Quarter of Section 34, Township 44 North, Range 8 Est of the Third Principal Meridian described as follows: commencing at the point of intersection of the North line of the Southeast Quarter of said Section 34, and the center line of F.A. Route 54 (Illinois Route 31), said point of intersection being 4.9 feet Easterly of the center of said section; thence Southerly along the centerline of F.A. Route 54 (Illinois 31), 1478.4 feet to a place of beginning; thence southerly along the centerline of said F.A. Route 54, 160 feet to a point; thence Easterly along a line perpendicular to the centerline of said Route 54, a distance of 60 feet to a point; thence Northerly along a line parallel with the centerline of said F.A. Route 54, a distance of 160 feet to a point; thence Westerly 60 feet to the place of beginning, in McHenry County, Illinois)

PIN No: 14-34-451-037

Common Address: 5902 S IL Route 31



Agenda Item No: 11

**City Council
Agenda Supplement**

Meeting Date:

March 19, 2019

Item:

Natural Areas Maintenance and Native Plant Monitoring

Staff Recommendation:

Motion to award the bid for Natural Areas Maintenance and Native Plant Monitoring to the lowest responsible and responsive bidder, Conservation Land Stewardship, LLC and adopt a Resolution authorizing the City Manager to execute a three-year contract, with an option of two additional one-year extensions, with Conservation Land Stewardship, LLC in the submitted bid amounts.

Staff Contact:

Eric Helm, Deputy City Manager
Mike Magnuson, Director of Public Works
Nick Hammonds, Management Analyst

Background:

On February 13, 2019, the City publicly opened and read aloud bids received for natural areas maintenance and native plant monitoring. After review of the bids received, it is City staff's recommendation to award the bid to Conservation Land Stewardship, LLC, the lowest responsible and responsive bidder. Conservation Land Stewardship, LLC submitted a complete bid for all services and has performed similar work for multiple local municipalities.

The City currently has four locations where maintenance of the native landscaping is needed to maintain coverage, improve floristic quality, and ensure that natural areas continue to perform as water quality Best Management Practices (BMPs) as designed. Conservation Land Stewardship, LLC specializes in natural areas maintenance, invasive species control, wetland conservation, and tree care. Davey Resource Group, which operates the Davey Tree Expert Company, acquired Conservation Land Stewardship, LLC in 2015. Davey Resource Group has performed natural areas maintenance services at the Three Oaks Recreation Area in the past. City staff has reviewed each location with Conservation Land Stewardship, LLC where work will be performed. On-site meetings will be held from April through October between City staff and Conservation Land Stewardship, LLC to monitor maintenance progress.

Review of Bid Submittals:

The specifications include maintenance of invasive species through the use of herbicide applications, seeding, phragmites control, and bio-swale maintenance at the Three Oaks Recreation Area. The specifications also include natural areas maintenance for North Shore Drive and Brink Street, in addition to treatments for Cove Pond. The breakdown of bids received is as follows. The numbers reflected below add all the services noted in the specifications, as shown in Appendix A. The actual amount spent each year will be reflected in the City budget.

Base Bid and Alternate Pricing Total (From Appendix A)	2019	2020	2021	2022*	2023*	Total
√Conservation Land Stewardship, LLC	\$19,298.18	\$18,349.09	\$17,555.16	\$17,082.16	\$16,823.16	\$89,107.75
Integrated Lakes Management, Inc.	\$19,584.75	\$19,584.75	\$19,584.75	\$20,073.25	\$20,073.25	\$98,900.75
Applied Ecological Services, Inc.	\$27,013.00	\$27,172.00	\$27,640.00	\$28,009.00	\$28,474.00	\$138,308.00
Semper Fi Land Services, Inc.	\$27,562.00	\$28,861.00	\$30,271.00	\$31,710.00	\$33,213.00	\$151,617.00
Hey and Associates, Inc.	\$28,360.00	\$28,410.00	\$29,210.00	\$28,720.00	\$29,620.00	\$144,320.00
Christopher B. Burke Engineering, Ltd.	\$32,953.00	\$32,953.00	\$33,941.00	\$34,958.00	\$36,010.00	\$170,815.00
ENCAP, Inc.	\$33,207.50	\$33,207.50	\$33,207.50	\$33,207.50	\$33,207.50	\$166,037.50
Tallgrass Restoration, LLC	\$35,965.00	\$34,965.00	\$33,865.00	\$33,865.00	\$33,865.00	\$172,525.00

√ Indicates recommended lowest responsive and responsible bidder.

* Indicates optional extension years.

The bid pricing received falls within the anticipated budget for the work. The pricing submitted by Conservation Land Stewardship, LLC decreases over the term of the contract due to the effectiveness of the application of herbicide and invasive species reduction. It is anticipated that less maintenance work will be required as proper maintenance is conducted at each site, which will reduce the overall costs. The full bid tabulation is attached to this document.

In addition to the base bid, City staff requested pricing for alternate items which may be added to the scope of services during the contract term. City staff requested pricing per acre for natural areas maintenance, phragmites control, and seeding. The pricing for alternate bid items is also included in the attached bid tabulation.

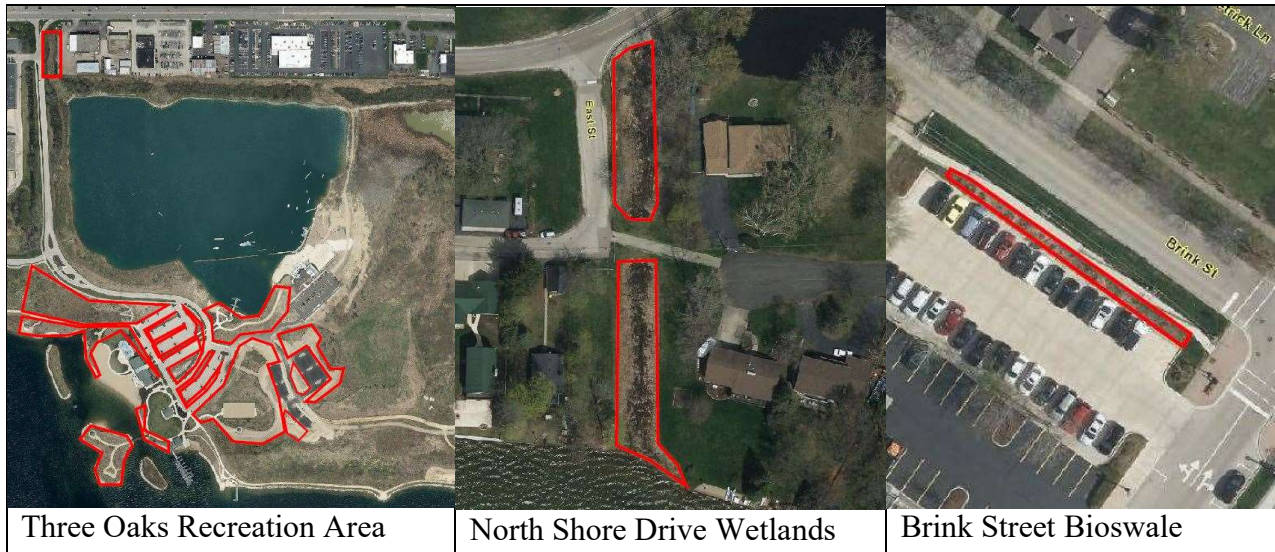
Breakdown of Services:

Natural areas maintenance and native plant monitoring includes site maintenance and monitoring at the Three Oaks Recreation Area, North Shore Drive Wetlands, Brink Street Bio-Swale, and Cove Pond. Each location requires site-specific services to manage the natural vegetation. The pricing submitted by Conservation Land Stewardship, LLC is calculated per site visit and there will be no additional costs per hour for site visits. The initial scope of work for each site is detailed below. Based on site conditions, the City may add acres of services to the treatment plan, beyond those outlined in the initial scope.

Three Oaks Recreation Area, North Shore Drive, and Brink Street Natural Areas Maintenance

Services include three site visits throughout the growing season (April through October) to maintain the overall condition of native planted areas and bio-swales. Monitoring of natives, and controlling weed growth and invasive species, will be completed through the use of herbicide applications, cutting, and/or hand pulling techniques. Site seed collection and dispersal will be utilized as needed. The number of site visits per location is detailed below.

- Three Oaks Recreation Area: Three site visits.
- North Shore Drive: Four site visits.
- Brink Street Bio-Swale: Three site visits.



Three Oaks Recreation Area South Lake Phragmites Control

Two site visits are required to apply herbicide to treat phragmites on the shoreline of the south lake. The initial application will be completed upon the maturation of the plants.



Three Oaks Recreation Area Main Street Basin Maintenance

The work requires two site visits during the growing season to apply herbicide to maintain the floristic quality of the location. Site visits include herbicide applications to treat phragmites in the basin.



Three Oaks Recreation Area Main Street Buffer and Entrance Maintenance

Three site visits are required for each location to apply herbicide to control invasive species and maintain the floristic quality of the location. The Main Street Entrance area outlined in the above picture has not received maintenance in previous years. The pricing submitted by Conservation Land Stewardship, LLC decreases over the term of the contract as continued maintenance of the area will require less herbicide application and maintenance work over time.

Brink Street Native Planting

Plantings were installed in 2018 and may not require re-planting in 2019. The City requested pricing for plant plugs at the Brink Street Bio-Swale in the event that additional plantings are required for the site in future years.

Cove Pond Treatments

Work includes diagnostic monitoring and application of industry standard aquatic weed products to ensure that debris does not enter the downstream outlet. Two site visits are required for the work.



Recommendation:

City Staff has reviewed all bids received for completeness and accuracy in accordance with the Invitation to Bid document, and has verified references provided by Conservation Land Stewardship, LLC and received positive recommendations. Conservation Land Stewardship, LLC has provided natural areas maintenance services for other local municipalities, and the City has used Davey Resource Group, which acquired Conservation Land Stewardship, in the past. It is the recommendation of staff to award the bid to the lowest responsible and responsive bidder, Conservation Land Stewardship, LLC to perform natural areas maintenance and native plant monitoring in accordance with the terms and conditions of the bid document.

Votes Required to Pass:

Simple Majority

DRAFT

Res. 19R-__



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 three-year contract, with an option of two additional one-year extensions, between the CITY OF CRYSTAL LAKE and Conservation Land Stewardship, LLC for Natural Areas Maintenance and Native Plant Monitoring in the submitted bid amounts.

DATED this 19th day of March, 2019.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
MAYOR

SEAL

ATTEST

CITY CLERK

PASSED: March 19, 2019
APPROVED: March 19, 2019



Agenda Item No: 12

City Council Agenda Supplement

Meeting Date: March 19, 2019

Item: 2019 Sidewalk and Curb/Pedestrian Ramp (ADA) Installation Program Bid Award

Staff Recommendation: Motion to adopt a resolution rejecting all bids from the March 1, 2019 bid opening for the 2019 Sidewalk and Curb/Pedestrian Ramp (ADA) Installation Program Bid Award

Staff Contact: Abigail Wilgreen, City Engineer

Background:

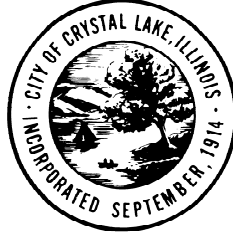
On March 1, 2019, the City opened and publicly read the bids received for the Annual Sidewalk and Curb/Pedestrian Ramp (ADA) Installation Program. The City received three bids and the results are tabulated below.

<i>Firm</i>	<i>As-Read Bid</i>
Strada Construction Company Addison, IL	\$217,776.00
Chadwick Contracting Company Lake in the Hills, IL	\$333,571.23
Alliance Contractors Woodstock, IL	\$790,288.00

During the bidding process, the City issued an addendum that increased the quantity of one of the line items. The low bidder, Strada Construction Company, did not acknowledge the addendum. Seeing as they were the apparent low bidder, staff recommends rebidding of the program to maintain the integrity of the process.

Votes Required to Pass:
Simple majority vote.

DRAFT



The City of Crystal Lake Illinois

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Council rejects all bids received from the March 1, 2019 bid opening for the 2019 Sidewalk and Curb/Pedestrian Ramp (ADA) Installation Program Bid Award.

DATED this 19th day of March, 2019.

CITY OF CRYSTAL LAKE, an Illinois
Municipal Corporation

BY: _____
MAYOR

SEAL

ATTEST:

CITY CLERK

PASSED: March 19, 2019

APPROVED: March 19, 2019



Agenda Item No: 13

**City Council
Agenda Supplement**

Meeting Date:

March 19, 2019

Item:

Consultant Selection Approval for Geographic Information Services (GIS)

Staff Recommendation:

Motion to award the proposal for Geographic Information Services (GIS) to Baxter & Woodman, Inc. and adopt a resolution authorizing the City Manager to execute a five-year agreement with Baxter & Woodman, Inc. in the submitted proposal amounts.

Staff Contact:

Michael Magnuson, Director of Public Works
Michelle Rentzsch, Director of Community Development
Greg Fettes, Director of Information Technology

Background:

City of Crystal Lake staff rely heavily on our Geographic Information System (GIS) to provide an intelligent, map-based system to access and analyze information on City infrastructure, property/zoning data, track data and support emergency operations (various Fire Dept. applications). GIS is also used in the Emergency Operations Center (EOC) to visualize fire/rescue calls for service and assist Public Works staff. GIS is utilized daily by staff in numerous departments and relied upon heavily in Community Development and Public Works as part of their daily work procedures.

The City began utilizing GIS in the mid 1990's. As the system evolved over time and our GIS needs increased, the City joined a multi-governmental consortium with other northern Illinois communities (Geographic Information System Consortium – GISC) in 2015 to assist the City in providing GIS services. The Consortium, which consists of approximately 35 communities, contracts with a private provider (consultant) Municipal GIS Partners (MGP) to provide technology and staffing to the communities within the Consortium.

Principles of good government and City of Crystal Lake policies dictate a periodic review of services and service providers to ensure that taxpayers are receiving the highest value and level of service for the funds expended. As the City was approaching 4 years with the Consortium, staff initiated a review of current GIS services and began investigating other service providers and delivery models to ensure that the current Consortium based model is the best method to deliver GIS services to the City.

GIS Service Provider Consultant Selection Process

The City advertised for qualified firms with a Request for Proposals (RFP) posted on the City's web-based BidSync System and sent the RFP to known GIS firms. A pre-proposal meeting was held on February 1, 2019 and 12 companies attended in person or via telephone. Qualifications and proposals were received from six companies on February 15, 2019. A staff review team consisting of representatives from Community Development, Public Works and Information Technology reviewed the proposals.

The City's GIS has automated, direct connections with the City's permitting software system (Accela), FIREHOUSE (Fire Department software), and the ETSB (McHenry Count emergency dispatch system). A key requirement of the City's GIS system and provider is the ability to provide automatic and direct connections to these multiple outside databases and computer systems. Operations in the City's EOC rely heavily on these database connections (ETSB and FIREHOUSE). A requirement of the RFP is to demonstrate experience and expertise in connecting GIS to multiple outside computer systems.

The 6 firms were ranked based on qualifications and meeting the specifications of the RFP. Only two (2) of the six firms demonstrated an ability to meet this key requirement. The two firms with this demonstrated experience are Baxter & Woodman, Inc. and Sidwell.

Firm	Ranking (points)	Demonstrated experience in multiple non-GIS database connections (ETSB, etc.)
Baxter & Woodman, Inc.	178	YES
Sidwell, Inc.	144	YES
Ruekert Milke, Inc.	118	NO
Geographic Technologies Group	111	NO
GRAEF, Inc.	91	NO
EN Engineering, Inc.	61	NO

Sidwell and Baxter & Woodman were interviewed and presented their costs to perform the City's typical program of work (annual GIS tasks) and their Year 1 costs to transition the City's GIS data from the Consortium to a cloud-based City solution. City staff reviewed and contacted references for both firms. The estimated 5-year costs of the two firms is summarized below and compared to our current provider through the Consortium (MGP):

GIS Firm		Year 1	Year 2	Year 3	Year 4	Year 5
Baxter & Woodman, Inc.	Annual Program ¹	\$131,200	\$135,136	\$139,190	\$143,366	\$147,667
	Transition Costs	\$22,500	\$0	\$0	\$0	\$0
	Hosting Costs ¹	\$9,600	\$9,888	\$10,185	\$10,490	\$10,805
TOTALS		\$163,300	\$145,024	\$149,375	\$153,856	\$158,472
EST. 5-YEAR TOTAL		\$770,027				
Sidwell, Inc.	Annual Program ¹	\$163,800	\$168,714	\$173,775	\$178,988	\$184,358
	Transition Costs	\$10,800	\$0	\$0	\$0	\$0
	Hosting Costs ^{1,2}	\$6,800	\$7,004	\$7,214	\$7,431	\$7,654
TOTALS		\$181,400	\$175,718	\$180,989	\$186,419	\$192,012
EST. 5-YEAR TOTAL		\$916,538				

¹Annual increase based on CPI (assumed at 3%)

²ESRI hosted software solution with Sidwell Software

CURRENT PROVIDER		Year 1	Year 2	Year 3	Year 4	Year 5
MGP, Inc. & GIS	Annual Program	\$203,422	\$209,525	\$215,810	\$222,285	\$228,953
	Transition Costs	\$0	\$0	\$0	\$0	\$0
	Shared Costs	\$6,000	\$6,180	\$6,365	\$6,556	\$6,753
TOTAL		\$209,422	\$215,705	\$222,175	\$228,841	\$235,706
5-YEAR TOTAL		\$1,111,849				
EST. 5-YEAR SAVINGS		\$341,822				

Discussion:

As a result of the City's review of GIS services and RFP, there will be an estimate 5-year savings to the City of approximately \$341,822 over our current provider.

Recommendation:

Based on a review of the firm's proposals, qualifications, experience, interview and references, and cost, staff recommends execution of a five-year agreement with Baxter & Woodman, Inc. in the submitted proposal amounts.

Votes Required to Pass:

Simple majority of the City Council

DRAFT



RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is authorized to execute a contract with Baxter and Woodman, Inc. for Geographic Information System Services authorizing the City Manager to execute a five-year agreement with Baxter & Woodman, Inc. in the submitted proposal amounts.

DATED this 19th day of March, 2019.

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By: _____
MAYOR

SEAL

ATTEST

CITY CLERK

PASSED:
APPROVED:



Agenda Item No: 14

City Council Agenda Supplement

Meeting Date:

March 19, 2019

Item:

Information Technology Managed Services

Staff Recommendation:

Motion to adopt a resolution waiving the requirements to solicit competitive proposal/bids for Information Technology Managed Services and authorizing the City Manager to execute a five (5) year, at-will contract with FutureNet Group, Inc., for Information Technology Managed Services, in the amounts noted in this agenda supplement.

Staff Contact:

Greg Fettes, Director of Information Technology

Background

At the March 15, 2016 regular City Council meeting, the Council approved a contract with FutureNet Group, Inc., of Detroit, MI to provide for Managed Information Technology services for the City. FutureNet was selected as part of a competitive Request for Proposal process for IT contracted staffing. The scope of the staffing levels outlined in the RFP was a recommendation of the City's consultant through the Information Technology Assessment and Strategic Planning process. The contracted staffing positions include:

Service Desk Analyst – this position is the first point of contact for internal customers seeking service from Information Technology. They begin assisting customers almost immediately through phone and remote connection support. This position also works on special projects as assigned.

Desktop Support Technician – this position is considered a Level II support technician and is responsible for assisting customers who cannot be assisted immediately by the Service Desk Analyst and that require a physical visit to resolve their help desk request. In addition, this position participates in preparing and installing new equipment and special projects as assigned.

Network and System Administration – this position is responsible for maintaining the network and systems equipment (such as servers, routers, switches, cabling, and other network infrastructure). In addition, this position is responsible for implementing new networking equipment and for completing special projects as assigned.

The contract with the selected vendor, FutureNet Group, will expire on March 31, 2019. Chapter 102-3 of the City Code requires that the City receive competitive bids/proposals when executing contracts; however, in this circumstance, City staff is requesting that the City Council waive the requirements to solicit competitive bids/proposals. This recommendation is being made for two reasons.

Beneficial Nature of Initial Bid/Proposal Pricing

First, in 2016, the City received very advantageous pricing from FutureNet Group. This pricing was substantially lower than other vendors. With the anticipated expiration of the contract, City staff entered into discussion with FutureNet regarding a potential contract extension. FutureNet Group provided the following proposed pricing schedule for the five (5) year extension:

Proposer	March 2016 RFP Results	Proposed FutureNet Pricing (Annual Amount)				
		19/20	20/21	21/22	22/23	23/24
FutureNet Group, Inc. <i>Detroit, MI</i>	\$237,494.40 ¹	\$268,340.80	\$294,320.00	\$301,683.20	\$309,254.40	\$316,992.00
Prescient Solutions <i>Schaumburg, IL</i>	\$345,000.00					
Great Computer Solutions <i>Skokie, IL</i>	\$349,440.00					
InterDev <i>Alpharetta, GA</i>	\$465,492.00					

¹ Denotes Recommended Lowest Responsive and Responsible Bidder

This pricing is advantageous when compared to the pricing provided by the second lowest bidder, Prescient Solutions. The pricing for FutureNet Group for FY 2023-2024 (\$316,922) is below the price quoted by the next highest responder in the original competitive process in 2016 (Prescient Solutions, \$345,000). Had a 5% escalator been applied each year to Prescient’s proposal, it would equate to an equivalent pricing of \$485,449.65 for FY 2023-2024. This compares very favorably to the proposed pricing from FutureNet Group in FY 2023-2024 of \$316,992. The contract pricing for FutureNet escalates each year to account for changes in labor rates for technology related positions.

Advantageous At Will Contract Language

The second reason that City Staff proposes to waive the competitive bid/proposal process is that the City has received favorable contract language. The City’s Information Technology needs are continually changing and may require additional evaluation in the future. Due to this fact, the City has negotiated clauses that allow the City to terminate the contract with FutureNet for any reason, at any time. Article 8.1 of the proposed contract states that the City may terminate the contract with FutureNet at the City’s convenience, without reason or cause. This language will allow the City the flexibility to potentially change providers if the City’s technology service needs change in the future.

Contract Extension for Managed Information Technology Services

The Managed Information Technology Services contract that the City Council approved in 2016 was a significant step in enhancing the City's Information Technology functions to provide the type of customer service oriented support for both the City's internal and external customers, as well implementing various facets of the Technology Strategic Plan, including the following:

- Greatly increase the ability of help desk support to be able to quickly and efficiently address issues in hardware and software that customers experience. This was accomplished through the addition of the Service Desk Analyst and Desktop Support Technician positions (a total of 4,160 hours). Internal customers can call or email the help desk and get almost immediate response to their concerns through a remote session with the Service Desk Analyst. When a help desk request cannot be effectively handled through a remote connection, the Desktop Support Technician is assigned to address the issue directly with the customer.
- Both the Service Desk Analyst and Desktop Support Technician are also tasked with preparing and installing new hardware and software throughout the City's Wide Area Network (WAN), and assisting with the completion of various projects that are being implemented by Information Technology.
- The Network and System Administration function (a total of 2,080 hours) is heavily involved in the administration, maintenance and upgrade of all network equipment in the City on a daily basis. In addition, Network and System Administration is heavily involved in implementing projects that have been requested by Departments and the projects identified in the Strategic Plan. A sampling of projects includes (many have been completed or significant progress has been made):
 - Standardization and Implementation of Software Integration
 - Further develop Intranet capabilities
 - Develop and implement mobility plan for field workers
 - Develop and implement remote network access for select employees
 - Website Improvements
 - Replacement and network integration of the City's phone system (Unified Communications)
 - Virtualization of the City's server farm
 - Development of a Disaster Recovery plan
 - Implementation of automated software update services for all City assets
 - Installation of server room uninterruptable power supply and transfer switching
 - Interfacing and working with the GIS Consortium to enable data exchange between the City's data systems and GIS

Recommendation

It is staff's recommendation that the City Council adopt a resolution waiving the requirements to solicit competitive proposal/bids for IT Managed Services and to authorize the City Manager to execute a five (5) year at will contract with FutureNet Group, Inc., for Information Technology Managed Services, in the amounts noted in this agenda supplement, allowing for a 10% annual contingency.

Per the City attorney and Finance Director, the City is not legally obligated to solicit competitive bid/proposals for this service and the City Council has the latitude to waive the bid/proposal process. The contract extension and contract have also been reviewed and approved by the City's attorney.

Votes Required to Pass:

Super majority

DRAFT



RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE to:

Authorize waiving the requirements to solicit competitive proposal/bids for IT Managed Services and authorizing the City Manager to execute a five (5) year at will contract with FutureNet Group, Inc., for Information Technology Managed Services, in the amounts noted in this agenda supplement, allowing for a 10% annual contingency.

Dated this 19th day of March, 2019.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Mayor

ATTEST

City Clerk

PASSED: March 19, 2019

APPROVED: March 19, 2019



Agenda Item No: 15

City Council Agenda Supplement

Meeting Date: March 19, 2019

Item: Ambulance Purchases

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute an agreement with Foster Coach Sales, Inc., for the purchase of two (2) Type I 4x4 ambulances, through the Suburban Purchasing Cooperative, in the total amount of \$344,354, including trade-in, with a 10% contingency for unforeseen circumstances.

Staff Contact: Paul DeRaedt, Fire Rescue Chief
George J. Koczwar, Director of Finance
Don Christenson, Fleet & Facility Superintendent

Suburban Purchasing Cooperative

As members of the Suburban Purchasing Cooperative (SPC) Program, the City is able to take advantage of the cooperative members' leveraged contract. This program allows members to combine purchasing power, which enables significant cost reductions.

All items that are bid through the SPC follow the same State public procurements statutes that the City follows for a competitive, sealed bidding process. A SPC committee created the specifications for the ambulance. Once the sealed bids were opened, the SPC Purchasing Advisory Committee, made up of municipal purchasing agents, reviewed all bids received for completeness and accuracy in accordance with the invitation to bid document. The SPC awarded the bid for a Type I Horton Ambulance to Foster Coach Sales, Inc. All previous ambulances have been purchased through the SPC contract for Horton ambulances.

Working under the SPC contract, City staff worked with Foster Coach Sales, Inc. to review areas of the ambulance where cost savings could be achieved without compromising safety or operations. Lighting and module changes resulted in \$15,000 in savings, moving to a gas engine instead of a Diesel results in \$6,500 in savings, an all-standard red color scheme results in \$2,500 in savings, a multi-vehicle order results in a \$1,000 per vehicle discount, and a pre-payment discount, with a performance bond, results in \$2,900 discount. The total savings equal \$25,452.

In addition to these savings, Foster Coach Sales, Inc. has offered trade-in allowances far greater than the City has been offered in the past. The trade-in allowance for the current 2014 Ford F450 ambulance is \$35,000, whereas, the 2013 Ford F450 is \$32,500. The total cost of the two (2) new Type I 4x4 ambulances, with trade-in, is \$344,354. Below is a breakdown of these costs.

Foster Coach Sales, Inc.	
Ambulance 1	
Model	2019 Ford F550 (Gas)
Ambulance Type	Type 1, 4x4
Module Brand	Horton
Remount or New	New
Ambulance Cost	\$205,927
Trade-In	(\$32,500)
Total	\$173,427
Ambulance 2	
Model	2019 Ford F550 (Gas)
Ambulance Type	Type 1, 4x4
Module Brand	Horton
Remount or New	New
Ambulance Cost	\$205,927
Trade-In	(\$35,000)
Total	\$170,927
Ambulance 1 and 2 Total	\$344,354

Recommendation

It is staff's recommendation to authorize the City Manager to execute an agreement with Foster Coach Sales, Inc., for the purchase of two (2) Type I 4x4 ambulances, through the Suburban Purchasing Cooperative, in the total amount of \$344,354, including trade-in, with a 10% contingency for unforeseen circumstances.

Votes Required to Pass

Simple majority

DRAFT

Res. No. 19R-



RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is authorized to execute an agreement with Foster Coach Sales, Inc., for the purchase of two (2) Type I 4x4 ambulances, through the Suburban Purchasing Cooperative in the total amount of \$344,354, including trade-in, with a 10% contingency for unforeseen circumstances.

DATED this 19th day of March, 2019.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
MAYOR

SEAL

ATTEST

CITY CLERK

PASSED: March 19, 2019
APPROVED: March 19, 2019



Agenda Item No: 16

City Council Agenda Supplement

<u>Meeting Date:</u>	March 19, 2019
<u>Item:</u>	Ambulance Power Load System and Stretcher Purchases
<u>Staff Recommendation:</u>	Motion to adopt a Resolution waiving bidding requirements and authorizing the City Manager to execute an agreement with Stryker Corporation for the purchase of two (2) Stryker Power Load systems and stretchers through the Intergovernmental Risk Management Agency's negotiated contract pricing, in the total amount of \$70,627.44, with a 10% contingency for unforeseen circumstances.
<u>Staff Contact:</u>	Paul DeRaedt, Fire Rescue Chief George J. Koczvara, Director of Finance Don Christenson, Fleet & Facility Superintendent

Stryker Power-Load System

Utilizing the savings as a result of the re-engineered ambulance, it is proposed that all new ambulances have installed a Stryker Power Load system along with the associated patient stretcher. The Stryker Power Load system effectively eliminates situations where personnel would manually lift a loaded or unloaded stretcher.

The Power Load component is installed in the ambulance and automatically supports the loaded or unloaded stretcher while removing it or loading the stretcher into the ambulance. The Power Load system operates in conjunction with the Stryker Power Pro Stretcher and the system charges the battery for the stretcher while it is loaded in the ambulance. The Stryker Power Load system will only work with the Stryker stretchers.

Because of the potential for reducing lifting injuries, the City's risk pool, the Intergovernmental Risk Management Agency (IRMA), offers its members reduced negotiated pricing for the products as well as the potential for grants for the purchase of power stretchers and/or load systems. If awarded, the IRMA grant will reimburse one-third of the cost, up to a maximum of \$15,000.

The negotiated price for each Power Load system and associated patient stretcher is \$35,313.72 of which an awarded IRMA grant would reimburse \$11,759.47. The City's total cost for one Power Load system and stretcher, after the grant, would be \$23,554.25. IRMA's negotiated price is lower than a price the City would receive because of its bulk pricing discount. Since IRMA negotiated the price, and did not bid it outright, the City will have to waive bidding requirements in order to acquire the Stryker Power Load systems and stretchers at the discounted price. Below is a breakdown of these prices.

	Stryker Corporation
Ambulance 1	
PowerLoad System	\$22,091.94
Stretcher	\$13,221.78
Total	\$35,313.72
IRMA Grant	(\$11,759.47)
Total with Grant	\$23,554.25
Ambulance 2	
PowerLoad System	\$22,091.94
Stretcher	\$13,221.78
Total	\$35,313.72
IRMA Grant	(\$11,759.47)
Total with Grant	\$23,554.25
Grand Total without grant	\$70,627.44
Grand Total with grant	\$47,108.50

Recommendation

It is staff's recommendation to waive bidding requirements and authorize the City Manager to execute an agreement with Stryker Corporation for the purchase of two (2) Stryker Power Load systems and stretchers, through IRMA's negotiated contract pricing, in the total amount of \$70,627.44, with a 10% contingency for unforeseen circumstances. Funds are budgeted for this purchase.

Votes Required to Pass

Super majority

DRAFT

Res. No. 19R-



RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that bidding requirements for two (2) Stryker PowerLoad systems and stretchers are hereby waived and that the City Manager is authorized to execute an agreement with Stryker Corporation for the purchase of two (2) Stryker Power Load systems and stretchers, through IRMA’s negotiated contract pricing, in the total amount of \$70,627.44, with a 10% contingency for unforeseen circumstances.

DATED this 19th day of March, 2019.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
MAYOR

SEAL

ATTEST

CITY CLERK

PASSED: March 19, 2019
APPROVED: March 19, 2019