



**CITY OF CRYSTAL LAKE**  
**AGENDA**  
**CITY COUNCIL**  
**REGULAR MEETING**  
City of Crystal Lake  
100 West Woodstock Street, Crystal Lake, IL  
City Council Chambers  
May 17, 2022  
7:00 p.m.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Proclamation – National Police Week – May 11-17, 2022**
5. **Police Swearing in Ceremony for New Police Officers, Sergeants, Commanders and Deputy Chief of Police**
6. **Approval of Minutes – May 3, 2022 Regular City Council Meeting**
7. **Accounts Payable**
8. **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.*
9. **Mayor's Report**
10. **City Council Reports**
11. **Consent Agenda**
  - a. **Downtown Crystal Lake/Main Street – Johnny Appleseed Festival and Great Ball Race Special Event Request – Saturday, September 24, 2022**
  - b. **Marine Corps League use of Three Oaks Recreation Area and Fee Waiver – Thursday, June 16, 2022**
  - c. **Honorary Street Name Designations**
12. **799 North Shore Drive – Variation from Article 3 Density and Dimensional Standards and Article 4-600 Accessory Structures with a modification to approval Ordinance 7624 condition #2 to allow the deck to be covered with a roof structure**
13. **Fire Rescue Automatic Aid Agreement**
14. **Bid Award – 2022 Pavement Patching Program, Municipal Partnership Initiative**
15. **Bid Award – Municipal Complex Flooring Replacement Project**
16. **Bid Award – Rock Salt for Snow and Ice Control**

- 17. Bid Award – 2022 Pavement Marking Program**
- 18. Council Inquiries and Requests**
- 19. 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**
- 20. Reconvene to Regular Session**
- 21. 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: 11a

### City Council Agenda Supplement

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**Meeting Date:**

May 17, 2022

**Item:**

Downtown Crystal Lake/Main Street - Johnny Appleseed Festival and Great Ball Race Special Event Request

**Recommendation:**

Motion to approve the 2022 Johnny Appleseed Festival and Great Ball Race events, pursuant to staff recommendations.

**Staff Contact:**

Kathryn Cowlin, Director of Community Development  
Laurie Fitzgerald, Support Services Coordinator

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**Background:** The applicant has applied for a Special Event for the 29<sup>th</sup> annual Johnny Appleseed Festival on Saturday, September 24, 2022, from 9:00 a.m. to 4:00 p.m. City Council approval is required because the applicant is requesting permission to close off Brink Street between Williams and Main Streets from 2:00 p.m. to 3:30 p.m. for the 20<sup>th</sup> annual Great Ball Race and close the Brink Street Market parking lot until 6:00 p.m. (please see the attached site plans). The event also includes a Craft Fair as well as a Food Court/Entertainment area at Depot Park and adjacent parking lot.

This year's event would be very similar to previous years' events and would include demonstrations and entertainment, food vendors, crafts, pony rides, a pumpkin train, pumpkin bowling, an apple ride, inflatable rides, climbing tower, and a petting zoo. Horse-drawn wagon rides would be given that would circle the block that includes the Brink Street Market. Similar to last year, the Craft Fair will be located in the Depot parking lot. For the Great Ball Race, brightly colored and numbered plastic balls would be rolled down Brink Street from their starting point at Williams Street to their ending point before Main Street. Also, the Farmers' Market, which is held every Saturday in the Depot Park, will be relocated to the parking lot at Depot Park for this day only.

If the request is approved, staff recommends the following conditions:

1. The approval is valid on Saturday, September 24, 2022. The closure of Brink Street from Williams Street to Main Street is permitted from 2:00 p.m. to 3:30 p.m. The closure of the Brink Street Market parking lot is permitted from 9:00 a.m. until 6:00 p.m.
2. The event must be in accordance with the attached site plan, with the exception of both alleys east of Williams Street and the Marathon gas station driveways must remain clear at all times. Begin temporary closure of Williams Street east of the alley entrances and

- end the closure WEST of the gas station driveways. Any additional changes to the site plan must be provided prior to the inspection by the Fire Prevention Bureau.
3. The Farmers' Market at the Grant Street parking lot must keep displays, tables, tents, etc. off the bioswale along Brink Street. Please keep all foot traffic off the bioswale area and ensure that all trash is picked up from the parking lot, as rainwater will cause debris to flow from the pavement surface into the bioswale.
  4. All electrical must comply with the 2017 National Electric Code and is subject to an inspection prior to starting the event.
  5. The applicant must contact the Crystal Lake Police Department to coordinate parking and traffic procedures.
  6. Promotional and informational banners and signage are approved via this approval. Please contact the Building Division regarding the details of the signage to be used in conjunction with the event. Signs cannot obstruct the view of traffic or be attached to utility poles.
  7. No liquor service is allowed at the event.
  8. The applicant is responsible for obtaining all necessary McHenry County Health Department permits.
  9. All outside vendors must be approved by Downtown Crystal Lake Main Street at least 7 days prior to the event (September 17, 2022).
  10. The applicant must provide adequate trash receptacles, which need to be emptied on a regular basis throughout the event, and following post-event cleanup. Downtown amenities and landscaping must be properly maintained and/or restored to their original condition, as necessary. Waste materials in/under and within 30 feet of all tents/canopies need to be stored in approved containers. (Garbage cans must be provided for waste.)
  11. The event organizer must schedule a meeting with the Fire Prevention Bureau at least one week prior to the event by calling 815-356-3640 regarding cooking and other requirements for tents and canopies. Canopies/tents must be adequately anchored using sand, water, concrete, or guide lines. No drilling stakes into the concrete or asphalt. Cooking tents/canopies must be of a flame-resistant material, or treated as such. No smoking is allowed in or under any tents/canopies. A portable fire extinguisher(s) must be present under tents/canopies.
  12. Provide approved access for emergency vehicles to gain entry to the event as well as maintain access to the existing structures. This must include a minimum 20-foot access in the parking areas serving the alley to the rear of Williams Street and the Brink Street lot near the Raue Center. Access to both alleys east of Williams Street and the Marathon gas station driveways must remain clear at all times. Any barricades used must be easily moveable for emergency access.
  13. If the sidewalks cannot accommodate the pedestrian traffic sufficiently and people are using the streets, consideration to close the roadway to traffic should be made. The decision to close the roadway would be made by the on-duty police patrol supervisor and the event organizers.
  14. Pre-event advertisements and event-day signage should direct motorists to the commuter lots for parking.
  15. The petitioner must erect approved barricades and advance-warning signs for the temporary closure of Brink Street during the hours of 2:00 and 3:30 p.m. only. These signs and barricades must only be in place during the approved time for the road closure.

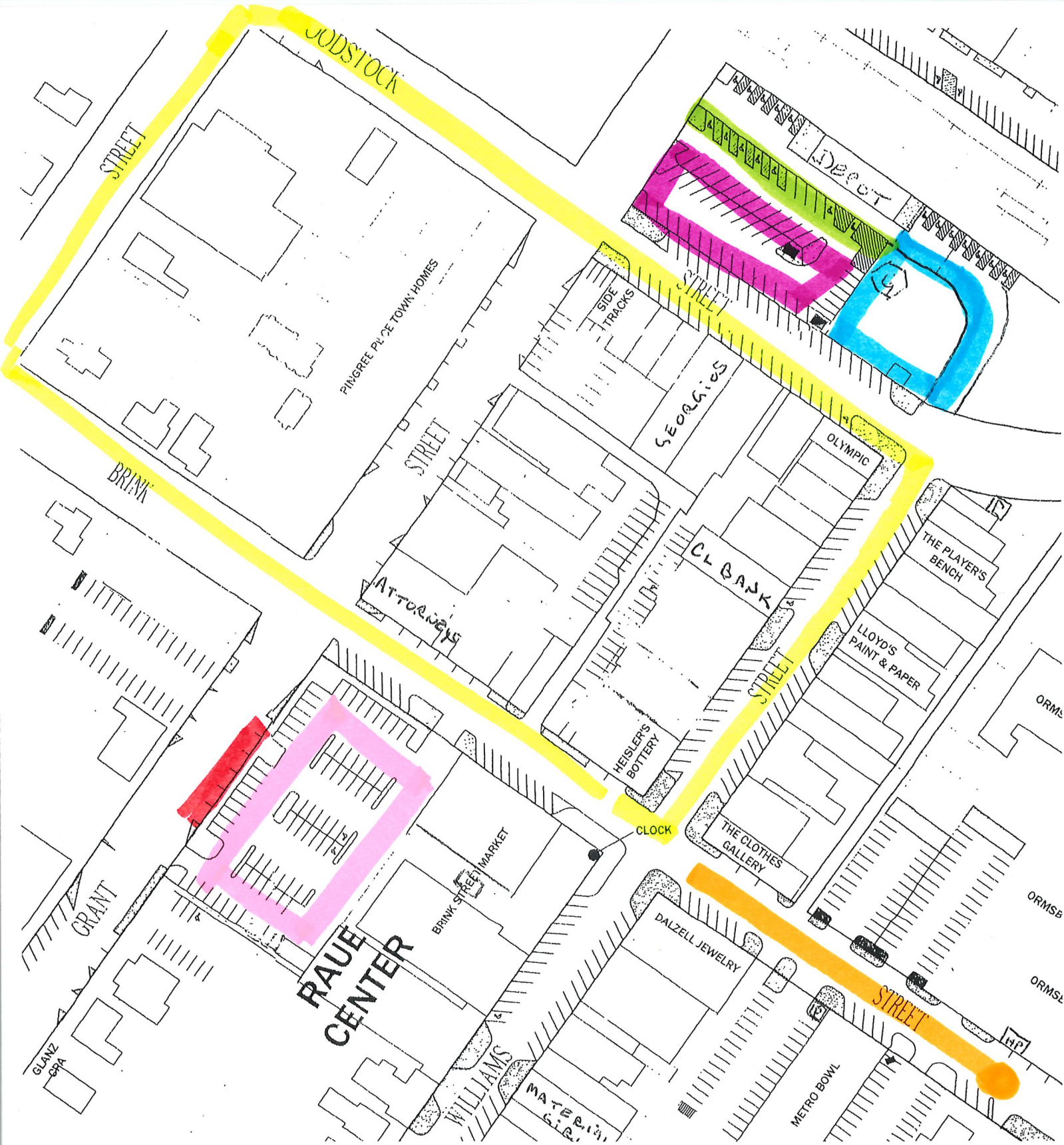


16. Restrict parking in the three Brink Street Z-lots until after 3:30 p.m. or provide temporary signs at these spaces noting that vehicles cannot be moved out of this area between the hours of 2:00 p.m. and 3:30 p.m.
17. Temporary pedestrian crossing warning signs at the intersection of Brink Street and Grant Street must be provided. Contact the Public Works Department for these signs.
18. Any vendors must be located off all roadways and parking areas that are not approved for closure.

This year, as in previous years, the Police Department will have a presence at the event but only as community liaisons. They will also have a squad car there. In the past, there has been no police assistance for this event.

The applicant has been made aware of these recommended conditions and advised to attend the May 17, 2022 City Council meeting to answer any questions.

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



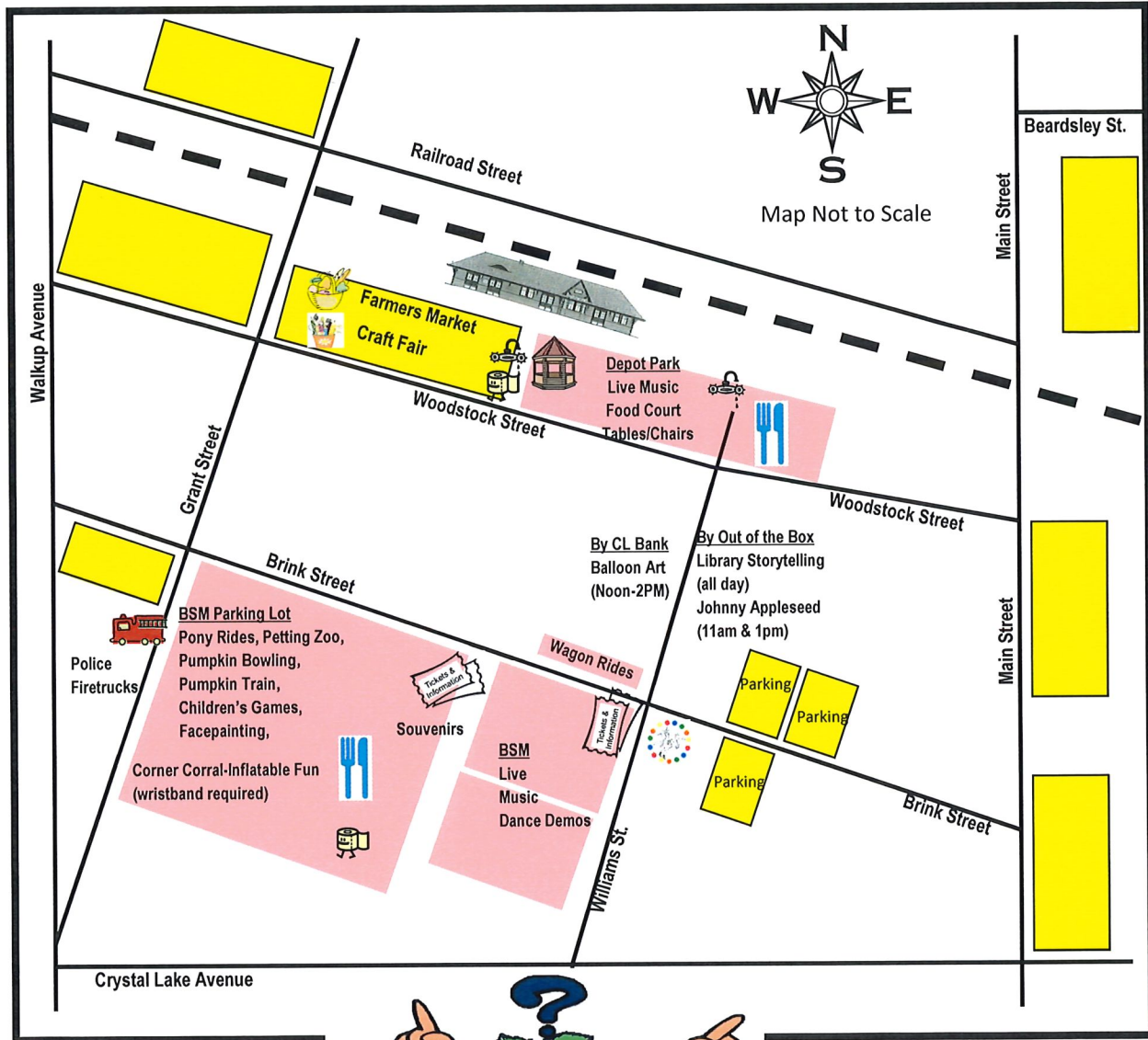
- emergency vehicles
- wagon ride route
- great ball race
- children's activities

- food vendors, tables, chairs, & entertainment
- craft fair
- farmers market





# Bushels of Fun for Everyone!



- Apple Cider Donuts – Souvenir tent in BSM Parking Lot
- Balloon Art (Noon-2PM) – Williams Street (by Crystal Lake Bank)
- Children's Games & Rides – Brink Street Market Parking Lot
- Corner Corral—Inflatable Fun – Brink Street Market Parking Lot
- Craft Fair – Depot Parking Lot
- Dance Demonstrations – Brink Street Market
- Emergency Vehicles (Fire / Police) – Grant Street
- Farmers Market – Depot Parking Lot
- Food Court with Tables & Chairs – Depot Park
- Food (other) – By Clock & Brink Street Market Parking Lot

- Great Ball Race (3PM) – Brink Street
- Johnny Appleseed (11AM & 1PM) – Williams Street (by Out of the Box)  
*(he's roaming around Downtown the rest of the day)*
- Library Storytelling & Demos – Williams Street (by Out of the Box)
- Music (The Corner Boys) – Gazebo at Depot Park
- Music (Northwest Highway) – Brink Street Market
- Porta Potties – BSM Parking Lot & Depot Parking Lot
- Scarecrow Stiltwalker – (afternoon) – roaming around downtown
- Scarecrow Decorations – scattered throughout Downtown on lampposts
- Wagon Rides – Brink Street (by Heisler's Bootery)



**Agenda Item No: 11b**

**City Council  
Agenda Supplement**

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**Meeting Date:**

May 17, 2022

**Item:**

Marine Corps League use of Three Oaks Recreation Area and Fee Waiver

**Council Discretion:**

1) Motion to approve a waiver of fees for the Marine Corps League June 16, 2022 fishing derby event request at the Three Oaks Recreation Area.

2) No action.

**Staff Contact:**

Nick Hammonds, Assistant City Manager

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**Background:**

For the last ten years, with the exception of 2020, the McHenry County Marine Corps League out of Woodstock has held their annual fishing derby event for local disabled/disadvantaged Veterans at the Three Oaks Recreation Area. This year, the Marine Corps League will again hold their event at the Three Oaks Recreation Area on June 16, 2022. During the event, members of the Marine Corps League and guest Veterans will utilize Three Oaks fishing boats to participate in a fishing derby on the lake. The event will conclude with food and drinks at the main pavilion.

City staff received a request from the Marine Corps League asking that all fees for this event be waived, as in past years. From 2011 through 2021, the City Council waived the fees for row boats and non-resident parking for the event.

The following is a breakdown of estimated fees for the event:

12 vehicles x \$5.00 (parking fee)	\$60.00
10 - 14' Rowboats:	<u>\$280.00</u>
<b>Total:</b>	<b>\$340.00</b>

**Votes Required to Pass:**

Simple majority vote of the City Council.



**Agenda Item No: 11c**

**City Council  
Agenda Supplement**

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**Meeting Date:**

May 17, 2022

**Item:**

Honorary Street Name Designations

**Staff Recommendation:**

Motion to adopt a Resolution authorizing the honorary designation of Williams Street between Woodstock Street and Brink Street as Bob Blazier Drive and Williams Street between Brink Street and Crystal Lake Avenue as Ben Raue Drive.

**Staff Contact:**

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

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**Background:**

To honor their collective achievements and dedication to the City and greater community, it has been determined that Williams Street, between Woodstock Street and Brink Street, should receive the honorary designation as Bob Blazier Drive and Williams Street, between Brink Street and Crystal Lake Avenue, should receive the honorary designation as Ben Raue Drive. It is the City Council's prerogative to designate honorary street names.

The entirety of Williams Street previously had an honorary street name sign of Ben Raue Drive at Woodstock Street. This resolution designates the north block in honor of Bob Blazier and the south block, which is adjacent to the Raue Clock and Raue Center as Ben Raue Drive.

**Votes Required to Pass:**

Simple majority



## RESOLUTION

**WHEREAS** the City Council from time to time identifies citizens whose contributions to the City and community are significant and have enhanced the quality of our City; and

**WHEREAS** the Council has the authority to designate City public streets with honorary designations;

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

**BE IT FURTHER RESOLVED** that the City Council authorizes the honorary designation of Williams Street between Woodstock Street and Brink Street as Bob Blazier Drive in recognition of his outstanding contributions to our community; and

**BE IT FURTHER RESOLVED** that the City Council authorizes the honorary designation Williams Street between Brink Street and Crystal Lake Avenue as Ben Raue Drive in recognition of his outstanding contributions to our community; and

**BE IT FURTHER RESOLVED** that the Public Works Department is directed to place honorary street name signs at these locations.

**DATED** this 17<sup>th</sup> day of May, 2022.

CITY OF CRYSTAL LAKE, an  
Illinois municipal corporation,

By: \_\_\_\_\_  
Haig Haleblian, MAYOR

SEAL

ATTEST

\_\_\_\_\_  
Nick Kachiroubas, CITY CLERK

PASSED: May 17, 2022  
APPROVED: May 17, 2022

Draft



**Agenda Item No: 12**

**City Council  
Agenda Supplement**

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<b><u>Meeting Date:</u></b>	May 17, 2022
<b><u>Item:</u></b>	REPORT OF THE PLANNING & ZONING COMMISSION
<b><u>Request:</u></b>	Variation from Article 3 Density and Dimensional Standards and Article 4-600 Accessory Structures with a modification to approval Ordinance 7624 condition #2 to allow the deck to be covered with a roof structure  Steve and Patty Haedtke, petitioners 799 North Shore Drive
<b><u>PZC Recommendation:</u></b>	To approve the Planning and Zoning Commission (PZC) recommendation and adopt an Ordinance granting the variation for 799 North Shore.
<b><u>Staff Contact:</u></b>	Kathryn Cowlin, Director of Community Development Elizabeth Maxwell, City Planner

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**Background:**

- The property is an existing single family home on a smaller double frontage lot.
- In 2020, the petitioner was granted a variation to allow the construction of a deck along the front and side of the home that would encroach into the front and side yard setbacks.
  - Variation from Article 3 and Article 4 to allow an accessory structure, an attached deck, to extend 6 feet from the home encroaching 3.7 feet into the required 4.9-foot side yard setback, leaving a setback of 1.16 feet (1 foot 2 inches) and encroaching 15.3 feet into the required 34.8-foot front yard setback, leaving a setback of 19.45 feet (almost 19 feet 6 inches).
- The original approval contained a condition, “The deck structure shall not contain any sides, roof or become enclosed at any time.”
- The request is to modify this condition to read, “The deck structure shall not contain any sides or become enclosed at any time.” This would allow the petitioner to cover the front facing portion of the deck with a roof structure.



**PZC Highlights:**

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

- Two members of the public spoke in support of the petitioner’s request.
- The PZC was supportive of the owners desire to improve their property.
- The PZC found that the petition met the Findings of Facts.

The Planning and Zoning Commission recommended **approval (5-0)** 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 (Haedtke, received 03/28/22)
  - B. Plat of Survey (Schaff Engineering, dated June 21, received 03/27/20)
  - C. Plans (Caldarella Group, undated, received 03/28/22)
2. The original conditions from ordinance 7624 shall remain valid with the exception that condition 2 is hereby modified to read, “The deck structure shall not contain any sides or become enclosed at any time.”
3. The petitioner shall address all of the review comments and requirements of Community Development Department.

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



## Acknowledgement Form

Regarding the Variation at 799 North Shore. Please check one of the choices and sign below.

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

Petitioner's Name: \_\_\_\_\_

Signature

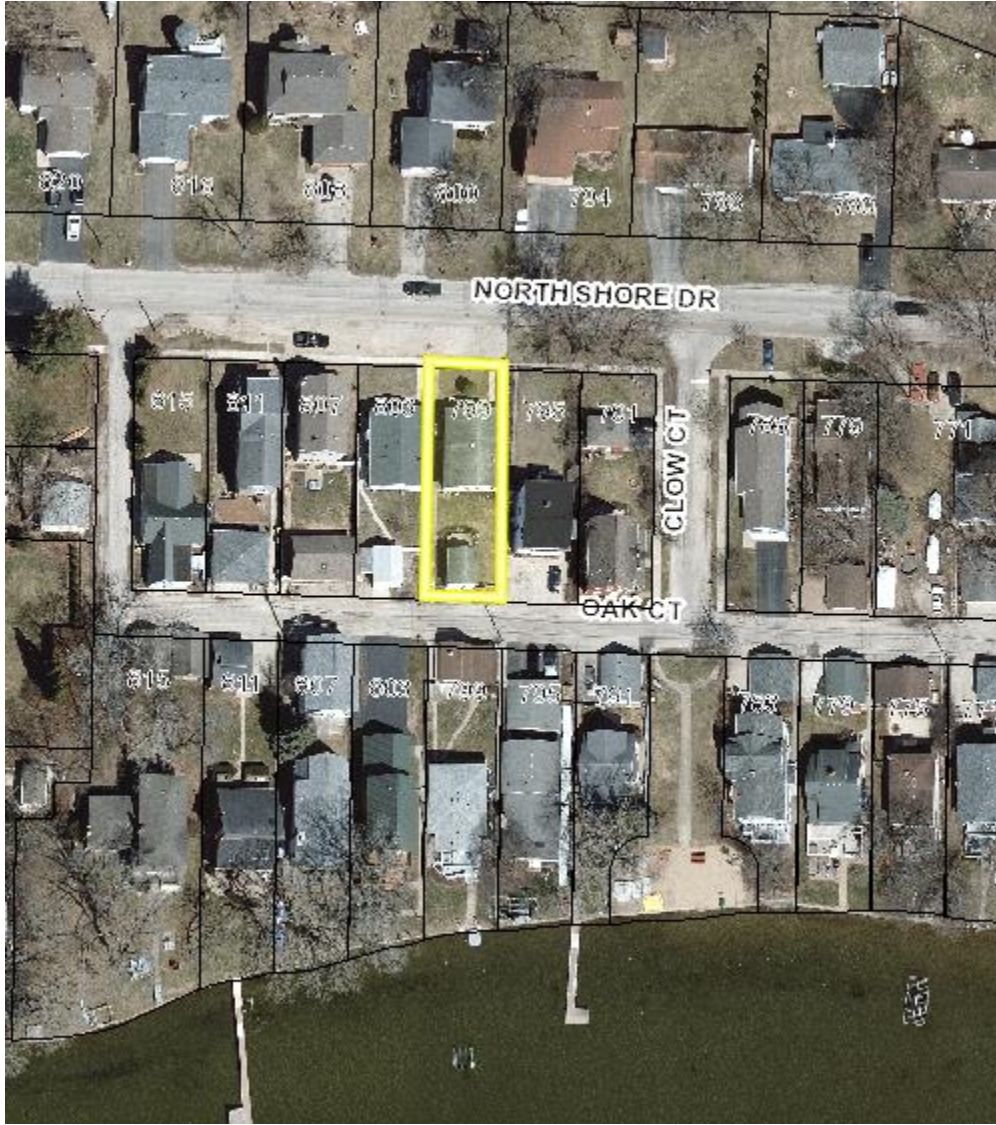
Date: \_\_\_\_\_

MAY 9, 2022

### Recommended Conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
  - A. Application (Haedtke, received 03/28/22)
  - B. Plat of Survey (Schaff Engineering, dated June 21, received 03/27/20)
  - C. Plans (Caldarella Group, undated, received 03/28/22)
2. The original conditions from ordinance 7624 shall remain valid with the exception that condition 2 is hereby modified to read, "The deck structure shall not contain any sides or become enclosed at any time."
3. The petitioner shall address all of the review comments and requirements of Community Development Department.

PIQ MAP  
799 North Shore Drive





**The City of Crystal Lake Illinois**

**AN ORDINANCE GRANTING A SIMPLIFIED RESIDENTIAL  
VARIATION AT 799 NORTH SHORE DRIVE**

WHEREAS, pursuant to the terms of a Petition (File #PLN-2022-76) before the Crystal Lake Planning and Zoning Commission, the Petitioner has requested a Variation from Article 3 Density and Dimensional Standards and Article 4-600 Accessory Structures with a modification to approval Ordinance 7624 condition #2 to allow the deck to become covered with a roof structure at 799 North Shore Drive; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on April 16, 2022 in the Northwest Herald, held a public hearing at 7:00 p.m., on May 4, 2022 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the variation; and

WHEREAS, on May 4, 2022, the Planning and Zoning Commission, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made findings of fact as required by law and recommended to the Mayor and City Council of the City of Crystal Lake that the proposed Variation be approved, as documented in the minutes, and

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

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

Section I: That a Variation from Article 3 Density and Dimensional Standards and Article 4-600 Accessory Structures with a modification to approval Ordinance 7624 condition #2 to allow the deck to become covered with a roof structure be approved for the property commonly known as 799 North Shore Drive (19-06-110-005), Crystal Lake, Illinois is hereby approved.

Section II: Said Variation is issued with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
  - A. Application (Haedtke, received 03/28/22)
  - B. Plat of Survey (Schaff Engineering, dated June 21, received 03/27/20)

C. Plans (Caldarella Group, undated, received 03/28/22)

2. The original conditions from ordinance 7624 shall remain valid with the exception that condition 2 is hereby modified to read, “The deck structure shall not contain any sides or become enclosed at any time.”
3. The petitioner shall address all of the review comments and requirements of Community Development Department.

Section III: That the City Clerk be and is hereby directed that all pertinent records of the City of Crystal Lake to show the issuance of a Variation 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 17<sup>th</sup> day of May, 2022.

City of Crystal Lake, an  
Illinois municipal corporation

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Haig Haleblian, MAYOR

SEAL

ATTEST:

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Nick Kachiroubas, CITY CLERK

Passed: May 17, 2022

Approved: May 17, 2022



## #2022-76 799 North Shore – Variation Project Review for Planning and Zoning Commission

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<b><u>Meeting Date:</u></b>	May 4, 2022
<b><u>Request:</u></b>	Variation from Article 3 Density and Dimensional Standards and Article 4-600 Accessory Structures with a modification to approval Ordinance 7624 removing condition #2 to allow the deck to become enclosed with a roof structure.
<b><u>Location:</u></b>	799 North Shore
<b><u>Acreage:</u></b>	Approximately 5,000 square feet
<b><u>Existing Zoning:</u></b>	R-2 Single Family
<b><u>Surrounding Properties:</u></b>	North: R-2 Single Family South: R-2 Single Family East: R-2 Single Family West: R-2 Single Family
<b><u>Staff Contact:</u></b>	Elizabeth Maxwell (815.356.3615)

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### **Background:**

- The petitioner made a request in 2020 for variations to allow a wooden deck to encroach into the front yard setback and side yard setback.
  - Variation from Article 3 and Article 4 to allow an accessory structure, an attached deck, to extend 6 feet from the home encroaching 3.7 feet into the required 4.9-foot side yard setback, leaving a setback of 1.16 feet (1 foot 2 inches) and encroaching 15.3 feet into the required 34.8-foot front yard setback, leaving a setback of 19.45 feet (almost 19 feet 6 inches).
- The Planning and Zoning Commission recommended approval and the City Council approved the request for the encroachment with the condition “The deck structure shall not contain any sides, roof or become enclosed at any time.”
- The petitioner is requesting that a roof structure be constructed over the front portion of the deck.
- The Commission should consider if the original variation was granted due to the restriction of no roof or side enclosure.



**Development Analysis:**

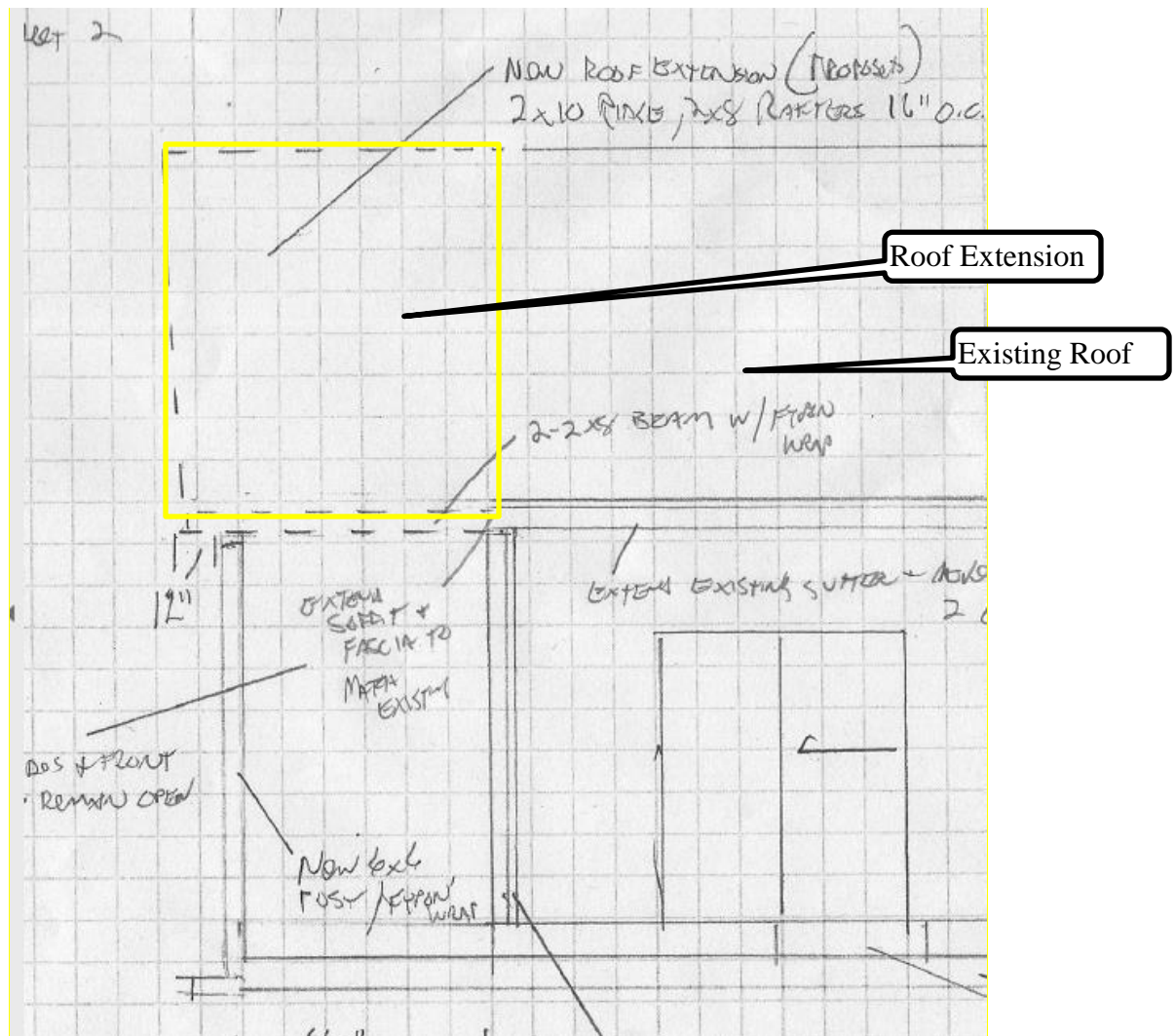
**General**

- **Zoning:** The site is zoned R-2 Single Family. This property is used as a single-family home.
- **Land Use:** The land use map shows the area as Urban Residential. This land use designation is appropriate for this use.

**Project Analysis:**

**SITE PLAN**

- The deck is a wooden attached deck approximately 7 inches above the grade wrapping around the north and west side of the house.
- Due to the narrow lot width and the fact that the home already encroaches into the setbacks, the deck required variations for the encroachment into the side and front yard setbacks.
- The variations were approved with restrictions. The petitioner is requesting the roof extension as illustrated below, which will extend about 7 ½ feet further from the house.



**Comprehensive Land Use Plan 2030 Vision Summary Review:**

The Comprehensive Plan designates the subject property as Urban Residential, which allows for existing and future single-family residential uses. The following goal is applicable to this request:

Land Use - Residential

**Goal: Encourage a diversity of high quality housing in appropriate locations throughout the city that supports a variety of lifestyles and invigorates community character.**

This can be accomplished with the following supporting action:

**Supporting Action:** Promote safe, clean and well-maintained housing by encouraging regular repair and maintenance of housing.

**Findings of Fact:**

ZONING ORDINANCE VARIATION

The petitioner is requesting a Variation from Article 3 Density and Dimensional Standards and Article 4-600 Accessory Structures with a modification to approval Ordinance 7624 removing condition #2 to allow the deck to become enclosed with a roof structure. The original variation allowed the attached deck, to extend 6 feet from the home encroaching 3.7 feet into the required 4.9-foot side yard setback, leaving a setback of 1.16 feet (1 foot 2 inches) and encroaching 15.3 feet into the required 34.8-foot front yard setback, leaving a setback of 19.45 feet (almost 19 feet 6 inches).

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

Standards

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

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

*Meets*                       *Does not meet*

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

*Meets*                       *Does not meet*



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

- a. That the conditions upon which the application for variation is based would not be applicable generally to other property within the same zoning classification;  
 *Meets*                       *Does not meet*
- b. That the alleged difficulty or hardship has not been created by any person presently having interest in the property;  
 *Meets*                       *Does not meet*
- c. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; or  
 *Meets*                       *Does not meet*
- d. That the proposed variation will not impair an adequate supply of light or air to adjacent property, will not unreasonably diminish or impair the property values of adjacent property, will not unreasonably increase congestion in the public streets, substantially increase the danger of fire or otherwise endanger public safety.  
 *Meets*                       *Does not meet*

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

**Recommended Conditions:**

If a motion to recommend approval of the petitioner’s request is made, it should be with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
  - A. Application (Haedtke, received 03/28/22)
  - B. Plat of Survey (Schaff Engineering, dated June 21, received 03/27/20)
  - C. Plans (Caldarella Group, undated, received 03/28/22)
2. The original conditions from ordinance 7624 shall remain valid with the exception that condition 2 is hereby modified to read, “The deck structure shall not contain any sides or become enclosed at any time.”
3. The petitioner shall address all of the review comments and requirements of Community Development Department.


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


Owner Information

Name: Steve & Patty Haedtke

Address: 799 North Shore Drive

Crystal Lake, IL 60014

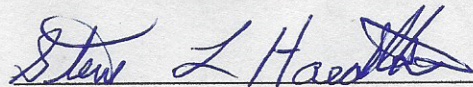
Phone: 

E-mail: 

Project Name & Description: Extend house roof to cover 6' wide deck along front elevation.

Project Address/Location: Front Elevation, 799 North Shore

Signature STEVE HAEDTKE



3-28-22

Owner: Print and Sign name

Date

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



**CRYSTAL LAKE PLANNING AND ZONING COMMISSION  
WEDNESDAY, MAY 4, 2022  
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS**

The meeting was called to order by Mr. Jouron at 7:00 p.m.

**CALL TO ORDER**

Mr. Jouron called the meeting to order. On roll call, members Gronow, Jouron, Repholz, Skluzacek and Teetsov were present. Members Atkinson and Greenman was absent.

Elizabeth Maxwell, City Planner was present from Staff.

Mr. Jouron said this meeting is being recorded for broadcast and future playback on the City's cable channel. He led the group in the Pledge of Allegiance.

**APPROVE MINUTES OF THE APRIL 20, 2022 PLANNING AND ZONING COMMISSION MEETING**

Mr. Gronow moved to approve the minutes from the April 20, 2022 regular Planning and Zoning Commission meeting as presented. Ms. Teetsov seconded the motion. On roll call, members Jouron, Gronow, Repholz, Skluzacek and Teetsov voted aye. Motion passed.

**2022-89 – 19 N WILLIAMS STREET, JUDE'S – SPECIAL USE PERMIT**

Continuation to the May 18<sup>th</sup> Regular Planning and Zoning Commission Hearing for a Special Use Permit to allow outdoor seating not directly adjacent to the tenant space.

Mr. Skluzacek made a motion to approve the continuation. Ms. Repholz seconded the motion. On roll call Members Gronow, Repholz, Skluzacek, Teetsov, and Jouron voted aye. Motion passed 5-0.

**2022-76 – 799 NORTH SHORE DRIVE – VARIATION**

Variation from Article 3 Density and Dimensional Standards and Article 4-600 Accessory Structures with a modification to approval Ordinance 7624 removing condition #2 to allow the deck to become enclosed with a roof structure.

Mr. Jim Caldarella, contractor and Mr. Steve Haedtke, owner, were present to represent the petition. Mr. Caldarella noted that two years ago they were before this Commission asking for a variation to extend the deck into the front yard setback. They were granted that variation with a condition not to cover or enclose the deck. There was a misunderstanding on their part, they just thought the structure could not be enclosed not that the roof overhand was prohibited.

Mr. Caldarella stated they will be using fire retardant lumber. The roof will extend about 7 feet beyond the current front of the house to cover the deck. The new impervious surface will require a trench drain to be added.

The Chairman opened the public hearing.

Scott Puma of 799 Oak Court stated this is a unique property with two street frontages. This roof extension will improve the aesthetics of the property. These were small cottage lots and residents are doing their best to maximize the space. He supports the request.

Mary Karr of 803 North Shore Drive agreed that it would be great for the neighbors to be able to sit outside on the deck under a covered roof. She would not want to see it enclosed either.

There being no one else in the public wishing to speak, the chairman closed the public hearing.

Staff summarized the request.

Mr. Skluzacek noted the petitioner was here two years ago and was okay with the conditions of approval and now they are back and want to amend those. He can see making this change, but not allowing any enclosure of the sides. Mr. Caldarella said the owner has no intention to enclose the sides to make this a screened porch or sunroom.

Mr. Gronow was not familiar with the original request or why the condition was added. He has seen some similar requests with the same condition. Staff clarified that once a roof is constructed it is considered part of the structure as many times the sides can be enclosed with no further structural modifications and many people enclose structures after installing a roof. He can understand that sides would block sight lines. He did believe that the roof will enhance the property.

Ms. Repholz asked about the findings of fact and if the hardship truly needed to be proven. Staff explained that the hardship was discussed at the original variation request. The encroachment into the setback was already granted. This could be seen as more of an encroachment since there is now a roof over it or as a modification to the conditions of that first request. She felt this was more procedural than truly finding the hardship again.

Ms. Teetsov thanked the neighbors for coming out and voicing their opinions on the request. She noted there are no sight line issues and the water runoff is being taken care of so she does not have any concerns. She asked the petitioner if they agree with all the conditions on page four. The petitioner agreed. She noted that the request does meet the findings of fact.

Mr. Jouron echoed the other commission members and could support the request.

Ms. Repholz made a motion to approve the Variation with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
  - A. Application (Haedtke, received 03/28/22)
  - B. Plat of Survey (Schaff Engineering, dated June 21, received 03/27/20)
  - C. Plans (Caldarella Group, undated, received 03/28/22)
2. The original conditions from ordinance 7624 shall remain valid with the exception that condition 2 is hereby modified to read, “The deck structure shall not contain any sides or become enclosed at any time.”
3. The petitioner shall address all of the review comments and requirements of Community Development Department.

Ms. Teetsov seconded the motion. On roll call Members Gronow, Repholz, Skluzacek, Teetsov, and Jouron voted aye. Motion passed 5-0.

#### **REPORT FROM PLANNING**

Staff summarized the items that were approved by City Council and noted the items scheduled for the next PZC meeting, May 18, 2022.

#### **COMMENTS FROM THE COMMISSION**

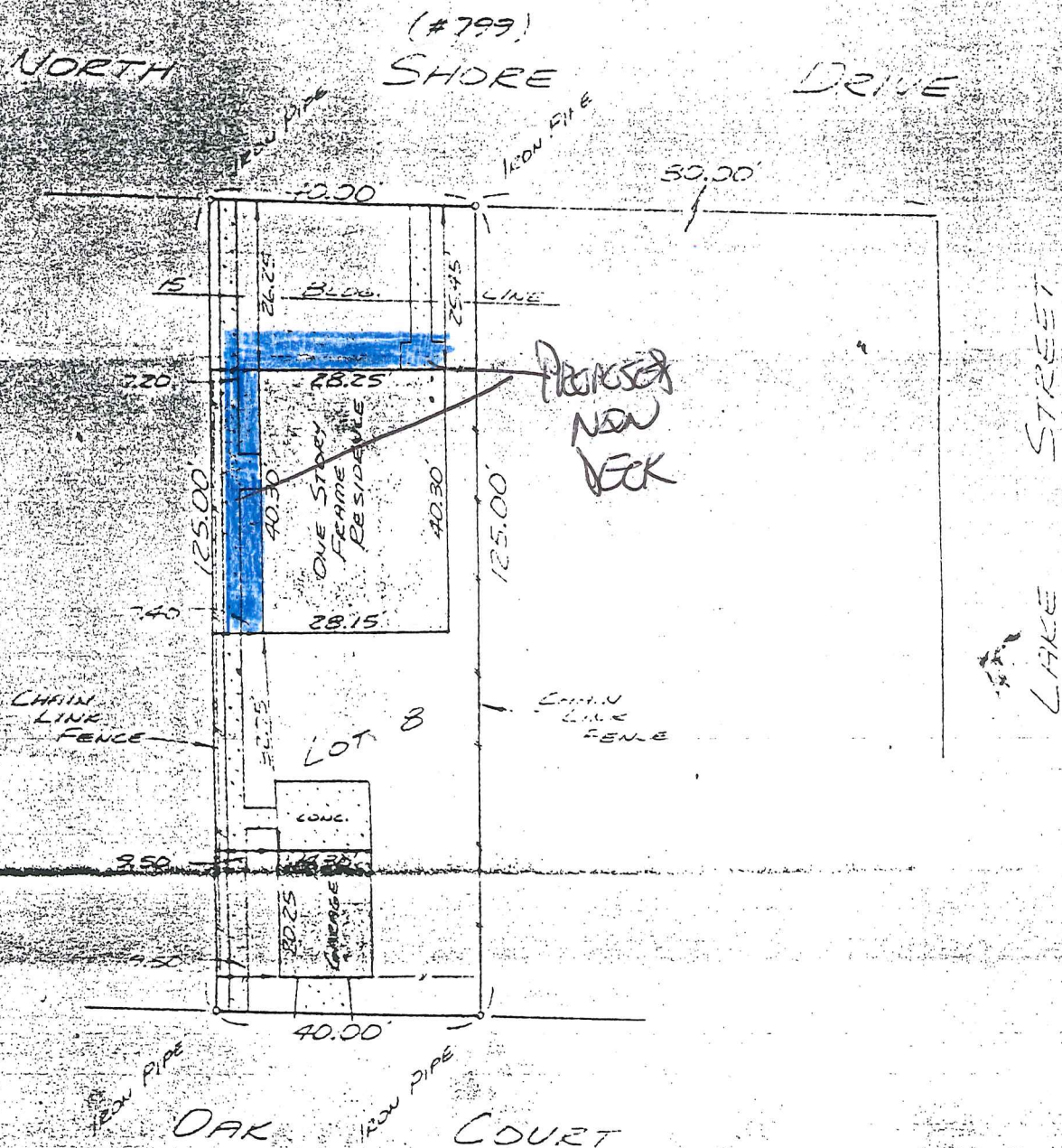
There were no comments from the Commission.

#### **ADJOURNMENT**

Mr. Skluzacek made a motion to adjourn the meeting. Mr. Gronow seconded the motion. On voice vote, all members voted aye. The meeting was adjourned at 7:26 p.m.



# PLAT OF SURVEY



LOT 8 IN CLOWS FIRST ADDITION TO CRYSTAL LAKE PARK, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 1923, AS DOCUMENT NO. 58798 IN BOOK 4 OF PLATS, PAGE 83 IN MCHENRY COUNTY, ILLINOIS.

SCHAFF ENGINEERING  
P. O. Box 7  
Algonquin, Illinois 60102  
(312) 858-5013

STATE OF ILLINOIS  
COUNTY OF KANE ss 5-11-1982

I hereby certify that the buildings on lot shown are within property lines and that the adjoining improvements do not encroach on said premises.

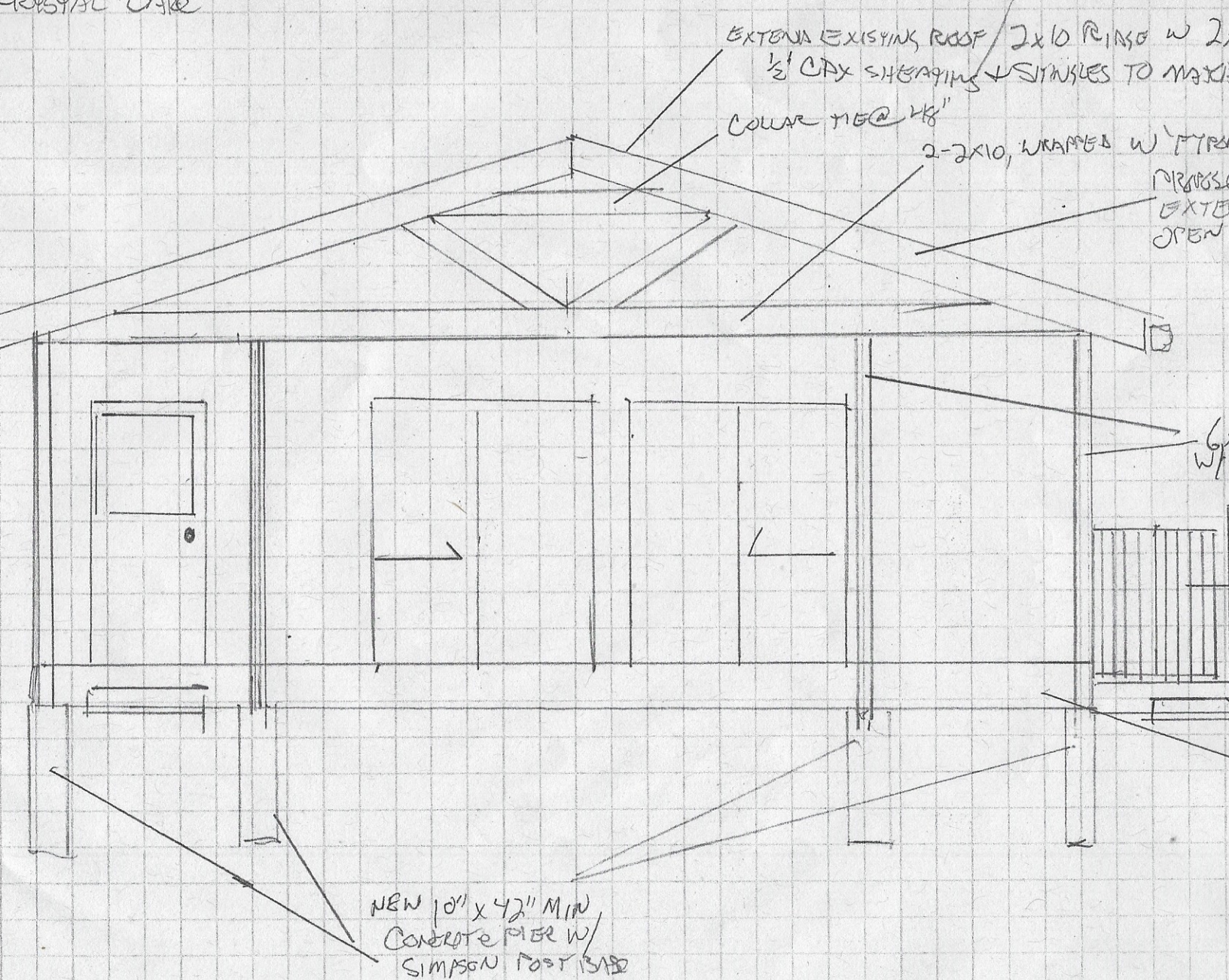
I hereby certify that I have surveyed the above described premises according to the official record, and that the above plat correctly represents said survey.

ILLINOIS REGISTERED LAND SURVEYOR NO. 352304



STEVE & PATTY HARTKE RESIDENCE  
ON NORTH SHORE  
CRYSTAL LAKE

THE CALDWELL GROUP,  
815-919-2796  
CALDWELLGROUP@

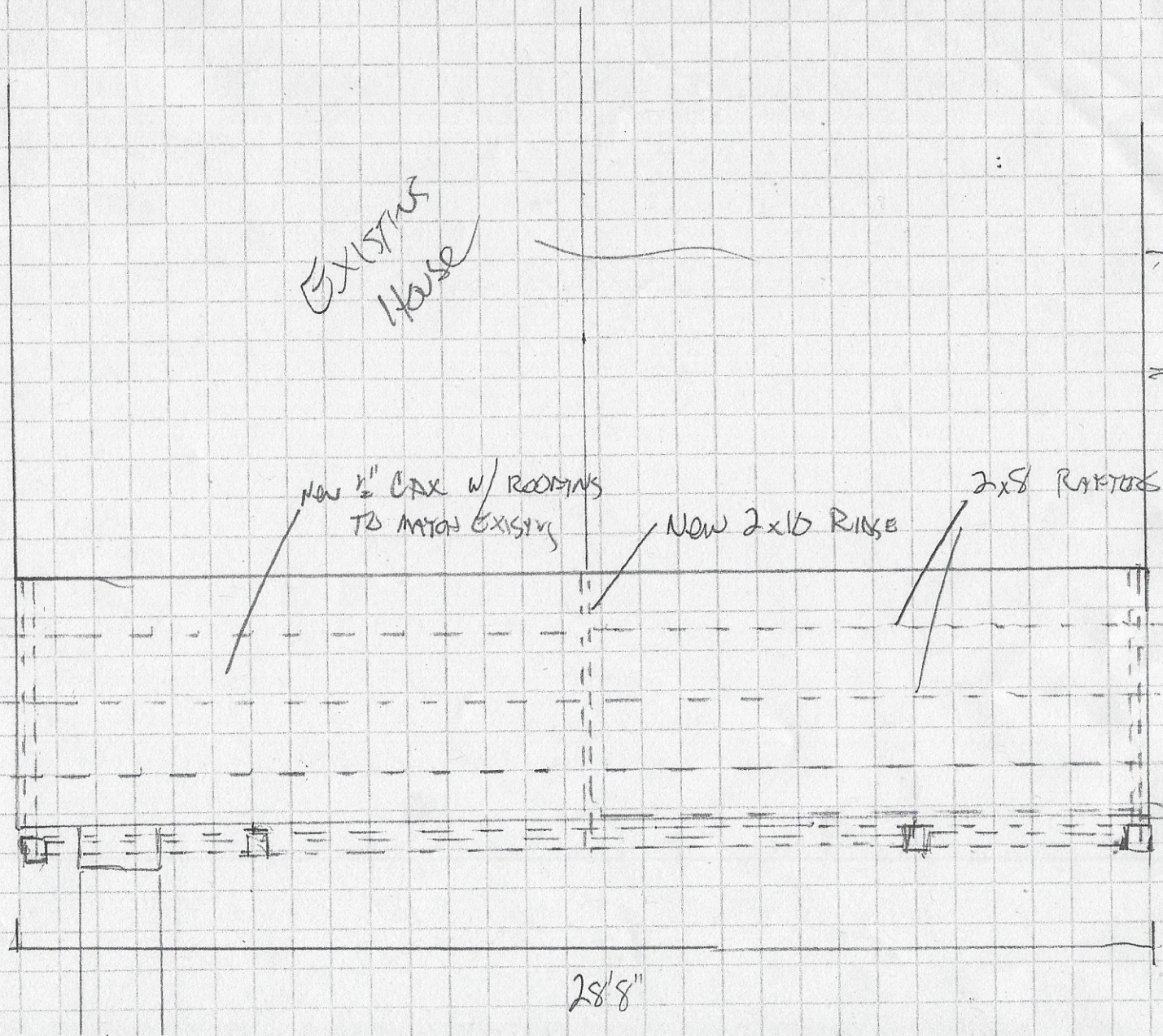








DECK ROOF  
SHEET 3



**THE CALDARELLA GROUP, INC**

General & Roofing Contractor  
153 Crystal Beach Avenue  
Crystal Lake, IL 60014  
815-919-2796  
[caldarellagroup@aol.com](mailto:caldarellagroup@aol.com)

March 15, 2022

**PROPOSAL**

**To:** Steve & Patty Haedtke  
799 North Shore Drice  
Crystal Lake, IL 60014

**For:** Construct new roof over deck along front elevation of house:

- Dig and pour 4 10" x 42" piers with Simpson 6x6 post bases, per plan
- Frame new roof structure using 4 6x6 posts, double 2x10 beam along front, and a double 2x8 beam extending each side elevation
- Extend existing 2x10 ridge to front of deck
- Stack 2x8 rafters 16" oc along each side. Install collar ties every 48" minimum. Soffit and fascia to match existing house. Side and front elevations to remain open
- Sheathe new roof with ½" CDX plywood
- Roof new area to match existing
- Extend existing gutters and move downspouts as needed
- Wrap framing posts and beams with 'Fypon' or comparable
- Install compensatory infiltration system at north-east corner of deck, to be determined by Crystal Lake Engineering Dept
- Direct discharge from at least one downspout to new compensatory trench
- Remove project debris from site

**Cost:** Total cost for above scope of work \$13,700

Thank you

*James P Caldarella*

Jim Caldarella



**CRYSTAL LAKE PLANNING AND ZONING COMMISSION  
WEDNESDAY, MAY 6, 2020  
HELD AT THE CRYSTAL LAKE CITY COUNCIL CHAMBERS**

The meeting was called to order by Chairman Hayden at 7:30 p.m. The meeting was held using the Zoom platform.

Mr. Hayden stated that he was opening the meeting with a heavy heart with the passing of Mayor Aaron Shepley. He offered his deepest condolences to the family. Mayor Shepley was an enthusiastic young man who cared deeply for Crystal Lake. He went on to state that the City has lost a mayor who understood to surround himself with good people. He has inspired us all and especially the youth. Mr. Hayden continued saying Mayor Shepley was much more than just a wonderful mayor. He was my close friend. We shall not see his likes again. Mr. Hayden thanked Mayor Shepley for all that he did for the City.

Mr. Greenman thanked Mr. Hayden for the eloquent words. He always knew that Mayor Shepley lived his life with a full heart and it showed in how he conducted himself. Home-born and bred in Crystal Lake and gave us himself and his family to share. He will never be forgotten.

Mr. Esposito knew the family for many years and was able to connect with him again during their commuting to downtown. Aaron was a great guy. He is so very sorry for the family's loss.

Mr. Hayden called the meeting to order. On roll call, members Esposito, Jouron, Skluzacek, Greenman and Hayden were present. Mr. Goss was absent. Mr. Philpot was appointed to the City Council.

Michelle Rentzsch, Director of Community Development, Elizabeth Maxwell, City Planner, Katie Cowlin, Assistant City Planner, were present from Staff. Betsy Gates-Alford, Special Counsel, was participating remotely.

Ms. Maxwell said this meeting will be recorded for future reference. Staff apologized for the feedback and stated they are working on the issue. She reviewed the procedure for public participation.

**2020-45 799 NORTH SHORE VARIATION – PUBLIC HEARING**

Variation from Article 3 Density and Dimensional Standards and Article 4-600 Accessory Structures to allow an accessory structure, an attached deck, to extend 6 feet from the house, encroaching 3.7 feet into the required side yard, leaving a setback of 1 foot 2 inches and encroaching 15.3 feet into the required front yard, leaving a setback of 19.45 feet.

Mr. Hayden stated the sign has been posted. He said the surrounding property owners were notified and the Certificate of Publication was in the file. Mr. Hayden waived the reading of the legal notice without objection.



Ms. Maxwell said there is an existing front stoop with a sidewalk that comes out from the home. There is also a concrete stair and sidewalk on the side of the home. They want to use these areas for the wood deck, which is proposed to be approximately 7 inches above the grade. She said that since the house is already in the front yard setback, the total encroachment will be 15.3 feet into setback. This deck will assist the property owner in getting around the side of the home and entering their two doors.

James Caldarella, contractor, was present to represent the request. Mr. Caldarella said this is just a walkway and not elevated. Even with the deck this house will be farther away from North Shore than other homes in the area and it will make it easier for the homeowners to maintain the house.

Mr. Hayden opened the public hearing and asked if there was anyone wanting to speak on this petition item. There was no one in the public who wished to comment on this request. The public portion was closed at this time.

Mr. Esposito said they have seen several of this type of projects on the north shore. He does not have a problem with the request.

Mr. Skluzacek asked what the hardship is. Mr. Caldarella said the lot is very tight and will allow the owner to get around his property easier. This will not impact the neighbors. There are no other options for the homeowners.

Mr. Hayden asked if there are any concerns with the conditions listed in the staff report. Mr. Caldarella said they do not have any concerns with the conditions. Mr. Hayden asked specifically about the condition stating the structure shall not contain any sides, roof or become enclosed at any time. Mr. Caldarella said they agree. This is a board walk and not a deck.

Mr. Greenman feels this meets the Findings of Fact and the hardship is the non-conforming lot. This is not really a deck, but a walkway.

Mr. Esposito moved to approve the Variation from Article 3 Density and Dimensional Standards and Article 4-600 Accessory Structures to allow an accessory structure, an attached deck, to extend 6 feet from the house, encroaching 3.7 feet into the required side yard, leaving a setback of 1 foot 2 inches and encroaching 15.3 feet into the required front yard, leaving a setback of 19.45 feet at 799 North Shore Drive with the following conditions:

1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
  - A. Application (Haedtke, received 03/27/20)
  - B. Plat of Survey (Schaff Engineering, dated June 21, received 03/27/20)
  - C. Plans (Caldarella Group, undated, received 03/27/20)

2. The deck structure shall not contain any sides, roof or become enclosed at any time.
3. The petitioner shall address all of the review comments and requirements of Community Development Department.

Mr. Jouron seconded the motion. On roll call, members Esposito Greenman, Jouron, and Hayden voted aye. Mr. Skluzacek voted no. Motion passed.



CITY OF  
*Crystal Lake*  
ILLINOIS

May 20, 2020

Steven Haedtke  
799 North Shore Drive  
Crystal Lake, IL 60014

Dear Mr. Haedtke,

This letter will serve as formal notification that at the May 19, 2020 regular City Council meeting, the Mayor and City Council of the City of Crystal Lake reviewed your request for a Simplified Residential Variation allowing an attached deck to extend 6 feet from the house encroaching 3.7 feet into the required side yard, leaving a setback of 1 foot 2 inches and encroaching 15.3 feet into the required front yard, leaving a setback of 19.45 feet.

The Council adopted a motion: (1) approving the Planning and Zoning Commission recommendations; (2) approving the Simplified Residential Variation; and (3) adopting an ordinance granting the Simplified Residential Variation. A copy of the approved ordinance is enclosed.

We value your feedback. Enclosed please find a short survey regarding your experience with Planning and Economic Development. Your comments are valued and will help us improve our service.

Should you have any questions regarding this matter, please feel free to contact us.

Sincerely,

Elizabeth Maxwell  
City Planner

Enclosures

Cc: Gary Mayerhofer, City Manager  
Mike Magnussen, Building Commissioner



**The City of Crystal Lake Illinois**

**AN ORDINANCE GRANTING A SIMPLIFIED RESIDENTIAL VARIATION  
AT 799 NORTH SHORE DRIVE**

WHEREAS, pursuant to the terms of the Application (File #PLN-2020-45) before the Crystal Lake Planning and Zoning Commission, the Applicant has requested the granting of a Simplified Residential Variation from Article 3 Density and Dimensional Standards and Article 4-600 Accessory Structures to allow an accessory structure, an attached deck, to extend 6 feet from the house, encroaching 3.7 feet into the required side yard, leaving a setback of 1 foot 2 inches and encroaching 15.3 feet into the required front yard, leaving a setback of 19.45 feet; and

WHEREAS, the Planning and Zoning Commission of the City of Crystal Lake, pursuant to notice duly published on March 28, 2020 in the Northwest Herald, held a public hearing at 7:30 p.m., on May 6, 2020 at City Hall at 100 W. Woodstock Street, Crystal Lake, Illinois to consider the proposed Simplified Residential Variation; and

WHEREAS, on May 6, 2020, 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 Simplified Residential Variation be approved, all as more specifically set forth in that certain Report of the Planning and Zoning Commission in Case #PLN-2020-45, dated as of May 7, 2020; and

WHEREAS, it is in the best interests of the City of Crystal Lake that the Simplified Residential Variation be granted as requested in said Application.

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 Simplified Residential Variation be granted from the Crystal Lake Unified Development Ordinance from Article 3 Density and Dimensional Standards and Article 4-600 Accessory Structures to allow an accessory structure, an attached deck, to extend 6 feet from the house, encroaching 3.7 feet into the required side yard, leaving a setback of 1 foot 2 inches and encroaching 15.3 feet into the required front yard, leaving a setback of 19.45 feet at the property at 799 North Shore Drive (19-06-110-005), Crystal Lake, Illinois.



SECTION II: That the Simplified Residential Variation be granted with the following conditions:

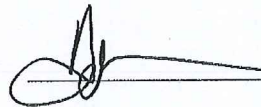
1. Approved plans, reflecting staff and advisory board recommendations, as approved by the City Council:
  - A. Application (Haedtke, received 03/27/20)
  - B. Plat of Survey (Schaff Engineering, dated June 21, received 03/27/20)
  - C. Plans (Caldarella Group, undated, received 03/27/20)
2. The deck structure shall not contain any sides, roof or become enclosed at any time.
3. The petitioner shall address all of the review comments and requirements of Community Development Department.

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 granting of a Simplified Residential Variation 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 19th day of May, 2020.

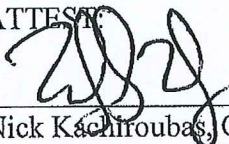
City of Crystal Lake, an  
Illinois municipal corporation



\_\_\_\_\_  
, Acting Mayor

SEAL

ATTEST

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

Passed: May 19, 2020  
Approved: May 19, 2020





**Agenda Item No: 13**

**City Council  
Agenda Supplement**

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**Meeting Date:**

May 17, 2022

**Item:**

Fire Rescue Automatic Aid Agreement

**Staff Recommendation:**

Motion to adopt a Resolution authorizing the Mayor to execute an agreement with the Woodstock Fire Rescue District for automatic aid at structure fires.

**Staff Contact:**

Paul DeRaedt, Fire Rescue Chief

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**Background:**

The Fire Rescue Department has been in discussions with the Woodstock Fire Rescue District, at their request, regarding the possibility of entering into an automatic aid agreement for structure fires. Each agency was able to identify a specific need based upon previous structure fire incidents in each jurisdiction.

While the City currently has mutual aid agreements, automatic aid differs from mutual aid in that automatic aid units are dispatched at the same time as the effected agency is dispatched to the incident. Under mutual aid, such as the Mutual Aid Box Alarm System (MABAS), mutual aid units are dispatched only at the request of the effected agency, usually after the effected agency arrives on scene and confirms a structure fire.

The Fire Rescue Department currently has automatic aid agreements with McHenry, Algonquin/LITH, Nunda Rural, and Huntley Fire Protection Districts. Each existing agreement for automatic aid is for structure fires and automatic fire alarms with smoke reported in the structure. Each agreement was prepared by the City for continuity.

The Crystal Lake Fire Rescue Department is looking to create an automatic aid agreement with the Woodstock Fire Rescue District (WFRD). Each agency would provide the other the following resources upon request:

Crystal Lake Fire Rescue would respond to WFRD with an ambulance to Woodstock's fire station for all structure fires in Woodstock's response district.

WFRD would respond to Crystal Lake Fire Rescue with an ambulance to Crystal Lake's fire station for all structure fires in Crystal Lake's response district.

This agreement provides mutual benefit to both agencies through immediate support of additional calls for service occurring while either agency is committed to a structure fire. WFRD and Crystal Lake have contiguous boundaries, which allow for a prompt response. This agreement closely matches the existing agreements with McHenry, Algonquin/LITH, Nunda Rural, and Huntley fire departments, with the exception that we are providing coverage with an ambulance to each other's community while the other community is engaged at a structure fire.

The City's special legal counsel David Pardys and the City's risk management agency, IRMA, have reviewed the agreement.

**Recommendation:**

Approve a motion to direct the Mayor to enter into an agreement with the Woodstock Fire Rescue District for the purpose of providing automatic aid.

**Votes Required to Pass:**

Simple majority



## RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the Mayor be and he is hereby authorized and directed to execute, and the City Clerk is hereby directed to attest, the agreement between the City of Crystal Lake and Woodstock Fire Rescue District for automatic aid.

Dated this 17th day of May 2022.

CITY OF CRYSTAL LAKE, an  
Illinois Municipal Corporation

By: \_\_\_\_\_  
Haig Haleblian, Mayor

SEAL

ATTEST:

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

PASSED: May 17, 2022

APPROVED: May 17, 2022

AUTOMATIC FIRE MUTUAL AID AGREEMENT  
BETWEEN THE WOODSTOCK FIRE RESCUE DISTRICT AND THE CITY OF  
CRYSTAL LAKE

WHEREAS, the Illinois Fire Protection District Act, 70 ILCS 705/11A provides for fire protection districts to enter into mutual aid agreements; and

WHEREAS, the WOODSTOCK FIRE RESCUE DISTRICT (hereinafter "WFRD") provides fire, rescue, emergency ambulance and other related services within the territorial limits of the WOODSTOCK FIRE RESCUE DISTRICT; and

WHEREAS, the CITY OF CRYSTAL LAKE (hereinafter "CRYSTAL LAKE") provides fire, rescue, emergency ambulance and other related services within the CITY OF CRYSTAL LAKE and, pursuant to intergovernmental agreements, provides fire rescue and emergency ambulance services within the jurisdictional limits of the Village of Lakewood and the Crystal Lake Rural Fire Protection District; and

WHEREAS, in accordance with the Mutual Aid Box Alarm (MABAS) Agreement, WFRD and CRYSTAL LAKE agree to provide automatic aid to each other in response to structure fires (hereinafter, collectively referred to as "Structure Fires").

WHEREAS, both parties have determined that it would be in their best interest to enter into an intergovernmental agreement as provided herein, and the parties to this agreement have the authority to enter into this Agreement pursuant to Section 10 of Article VII of the Constitution of 1970, the provisions of the intergovernmental Cooperation Act and other applicable authority with which the parties are vested.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

## SECTION I. DEFINITIONS

1. Automatic Aid. Automatic Aid is the provision of Services (as hereinafter described) by a Requesting Agency to a Responding Agency to a Structure Fire at a precise address within the Response Area (as hereinafter defined) of the Requesting Agency.
2. Change of Quarters. Change of Quarters occurs when, upon the request of a Requesting Agency, a Responding Agency provides Equipment and Personnel, as described herein, to the fire station of the Requesting Agency to be available for emergency dispatch within the Response Area of the Requesting Agency, during such time as the Requesting Agency is engaged in responding to a Structure Fire within the Response Area of the Requesting Agency.
3. Requesting Agency. A Requesting Agency is the agency requesting Automatic Aid from a Responding Agency to a Structure Fire within the Response Area of the Requesting Agency.
4. Responding Agency. A Responding Agency is the agency responding to the request for Automatic Aid from the Requesting Agency to a Structure Fire within the Response Area of the Requesting Agency.
5. Response Area- City of Crystal Lake. The area for which Automatic Aid is to be provided by WFRD to CRYSTAL LAKE shall be all of the area located within the jurisdictional boundaries of the City of Crystal Lake, the Village of Lakewood and the Crystal Lake Rural Fire Protection District (as generally depicted in Exhibit A, attached hereto).
6. Response Area - WFRD. The area for which Automatic Aid is to be provided by CRYSTAL LAKE to WFRD shall be all areas within the jurisdictional limits of the WOODSTOCK FIRE RESCUE DISTRICT (as generally depicted in Exhibit B attached hereto).

SECTION II: Services. CRYSTAL LAKE and WFRD agree to provide Automatic Aid to one another as follows:

1. Automatic Aid to be Provided by CRYSTAL LAKE: Subject to the limitations set forth herein, CRYSTAL LAKE shall provide the response of one (1) Advanced Life Support (ALS) ambulance company with not less than two (2) personnel from the Crystal Lake Fire Rescue Department, Change of Quarters to WFRD's fire station (hereinafter collectively referred to as "Equipment and Personnel"), when requested, in response to Structure Fires within the Response Area of the WFRD. The Equipment and Personnel shall be available to respond to requests for emergency services within the Response Area of the WFRD, during such time as the WFRD is responding to a Structural Fire within said Response Area.
2. Automatic Aid to be Provided by WFRD to CRYSTAL LAKE: Subject to the limitations set forth herein, WFRD shall provide the response of one (1) Advanced Life Support (ALS) ambulance company with not less than two (2) personnel from the WFRD, Change of Quarters to Crystal Lake's fire station (hereinafter collectively referred to as "Equipment and Personnel") when requested, in response to Structure Fires within the Response Area of the City of Crystal Lake. The Equipment and Personnel shall be available to respond to requests for emergency services within the Response Area of the City of Crystal Lake WFRD, during such time as the City of Crystal Lake is responding to a Structural Fire within said Response Area.

### SECTION III: GENERAL PROVISIONS.

1. The Requesting Agency shall contact the Responding Agency's dispatch center to request Automatic Aid within the Response Area of the Requesting Agency. It is preferred that the requesting agency add the responding agency into their response plan through computer aided dispatch (CAD) to ensure a simultaneous dispatch. The request for Automatic Aid shall provide details of the assistance being requested and the precise location of the Structure Fire. The dispatch center to be contacted for requests for Automatic Aid shall be the Southeast Emergency Communications (SEECOM) for

CRYSTAL LAKE and the Northeast Regional Emergency Communications Center (NERCOM) for WFRD.

2. The Responding Agency's dispatch center shall complete the dispatch by indicating that the Responding Agency is due with the Equipment and Personnel as required by this Agreement. For Example, "WFRD you have a structure fire at \_\_\_\_\_, CRYSTAL LAKE you are due with an ambulance Change of Quarters."

3. Communications shall be on the Requesting Agency's radio frequency unless the incident has escalated and MABAS is being utilized whereby IFERN shall be used for communications.

4. In the event that the Equipment and Personnel due to respond on behalf the Responding Agency is unavailable (e.g., out of service, committed to another call or other reason), the Responding Agency shall not be required to provide a backup unit and the Responding Agency shall immediately notify the Requesting Agency of its inability to respond, provided, however, that failure to immediately notify a Requesting Agency of the Responding Agency's inability to respond shall not constitute evidence of non-compliance with terms of this Agreement and the Responding Agency shall have no liability for its failure to provide such notification.

5. The Requesting Agency shall be in charge of and in command of the Structure Fire, however, if the Responding Agency is the first to respond to the Structure Fire, the Responding Agency shall be in command of the Structure Fire until such time as units from the Requesting Agency arrive at the Structure Fire to assume command of the Structure Fire.

6. Each party shall provide radio frequencies for apparatus-to-apparatus communications and fire ground communications while operating at the Structure Fire. Each party agrees to provide and participate in joint training exercises in furtherance of this Agreement. One "run out drill" shall be held in agency's jurisdiction at least once per year.

7. Each party agrees that the general provisions of the Mutual Aid Box Alarm System apply to this Agreement, except as modified by this Agreement.

8. Units responding to an Automatic Aid request shall not be redirected or "called off" unless and until released by the Requesting Agency.



9. Maps of each Response Area for each party shall be provided to the other party at least once per year.

10. WFRD shall hold harmless, indemnify and defend CRYSTAL LAKE and its elected and appointed officials, employees attorneys and insurers, from and against any and all losses, claims, actions, causes of action, or suits of any nature whatsoever arising out of the action of WFRD, its employees or officials, in performance under the terms of this Agreement, including any damages, awards, judgments, settlements or costs and expenses, including reasonable attorney fees. In no event shall WFRD be required to hold harmless, defend or indemnify CRYSTAL LAKE for the actions of the City's employees or officials.

11. CRYSTAL LAKE shall hold harmless, indemnify and defend WFRD and its elected and appointed officials, employees, attorneys and insurers, from and against any and all losses, claims, actions, causes of action, or suits of any nature whatsoever arising out of the action of CRYSTAL LAKE, its employees or officials, in the performance under the terms of this Agreement, including any damages, awards, judgments, settlements or costs and expenses, including reasonable attorney fees. In no event shall CRYSTAL LAKE be required to hold harmless, defend or indemnify WFRD for the actions of WFRD's employees or officials.

12. WFRD and CRYSTAL LAKE agree to waive all claims including all rights of subrogation against the other for any loss, damage, personal injury, death, or property damage occurring as a result of performance in conjunction with this Agreement. General liability insurance, including bodily injury, property damage, personal injury and advertising injury, first party property coverage, automobile liability insurance and workers compensation insurance shall be the responsibility of each individual governmental unit.

#### SECTION IV: Modification of Response Area and Equipment

Minor modifications of the above response area(s), as well as the equipment assigned, may be made without further modification of this Agreement. However, said modifications must be mutually agreed upon, in writing, by the Fire Chiefs of the two (2) respective departments.

SECTION V: Termination of Agreement. This Agreement may be terminated by any party by notifying the other party in writing thirty (30) days prior to the termination date

SECTION VI: Term of Agreement. This Agreement shall be effective for a term of one (1) year from the date of signature hereof and shall automatically renew for successive one (1) year terms unless terminated in accordance with Section V.

SECTION VII: Effectiveness. This Agreement will be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

SECTION VIII: Binding Effect. This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto.

SECTION IX: Validity. The invalidity of any provisions of this Agreement shall not render invalid any other provision. If for any reason any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable that provision shall be deemed severable, and this Agreement may be enforced with that provision severed or modified by court order.

SECTION X: Notices. All notices hereunder shall be in writing and shall be served personally by registered mail or certified mail to the parties at such address as may be designated from time to time.

SECTION XI: Governing Law. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

SECTION XII: Amendments to the Agreements. This agreement constitutes the entire agreement between the parties. Amendments to the Agreement may be made only by a subsequent written ratification by both parties.

**WOODSTOCK FIRE RESCUE DISTRICT**

**ATTEST**

\_\_\_\_\_

\_\_\_\_\_

President, Board of Trustees

Secretary, Board of Trustees

**City of CRYSTAL LAKE**

**ATTEST**

\_\_\_\_\_

\_\_\_\_\_

Mayor

Deputy City Manager

Draft



## Agenda Item No: 14

### City Council Agenda Supplement

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**Meeting Date:**

May 17, 2022

**Item:**

Bid Award - 2022 Patching Program, Municipal Partnership Initiative

**Staff Recommendation:**

Motion to award the bid for pavement patching to the lowest responsive and responsible bidder, Chicagoland Paving and adopt a Resolution authorizing the Mayor to execute a one-year contract with Chicagoland Paving with an option for a second year extension in the submitted bid amounts and authorize warranted completion date change orders.

**Staff Contact:**

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

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**Background:**

The City annually develops a list of pavement areas that require patching to repair deterioration and extend pavement life until a full street resurfacing is warranted. Pavement patching is accomplished by both in-house crews (smaller patches) and contracted crews (larger patches). City staff has identified the need to expend \$100,000 this fiscal year on pavement patching.

The City of Crystal Lake participates in the McHenry County Municipal Partnership Initiative (McMPI) where regional communities collaborate by preparing and soliciting bids for various projects. McMPI allows members to combine purchasing power to leverage cost savings. The City of Crystal Lake partnered with the Village of Cary, Village of Prairie Grove and City of Woodstock to solicit bids for pavement patching services. Staff followed the City's procurement policies and advertised the project on BidSync which is followed locally and nationally by vendors and contractors. On April 26, 2022, the bids were publically opened. Two bidders responded. One potential reason on why only two bidders responded is the extremely volatile oil market. Asphalt is a petroleum based product. The Year 1 and Year 2 results are as follows:



<b>YEAR 1</b>	<b>Schroeder Asphalt, Huntley, IL</b>	<b>Approx # of Sq. yds.</b>	<b>Bid Totals</b>	<b>√ Chicagoland Paving, Lake Zurich, IL</b>	<b>Approx # of Sq. yds.</b>	<b>Bid Totals</b>
Class D - 2" - Type I	\$27.50	600	\$16,500.00	\$30.00	600	\$18,000.00
Class D - 2" - Type II	\$26.00	900	\$23,400.00	\$30.00	900	\$27,000.00
Class D - 2" - Type III	\$24.50	1100	\$26,950.00	\$25.00	1100	\$27,500.00
Class D - 2" - Type IV	\$23.00	7800	\$179,400.00	\$22.00	7800	\$171,600.00
Class D - 3" - Type II	\$39.00	650	\$25,350.00	\$35.00	650	\$22,750.00
Class D - 3" - Type III	\$37.50	600	\$22,500.00	\$35.00	600	\$21,000.00
Class D - 3" - Type IV	\$36.00	550	\$19,800.00	\$32.50	550	\$17,875.00
Class D - 4" - Type IV	\$41.00	150	\$6,150.00	\$45.00	150	\$6,750.00
Structures to be Adjusted	\$650.00	100	\$65,000.00	\$100.00	100	\$10,000.00
	<b>Bid Total</b>		<b>\$385,050.00</b>	<b>√ Bid Total</b>		<b>\$322,475.00</b>

<b>YEAR 2</b>	<b>Schroeder Asphalt, Huntley, IL</b>	<b>Approx # of Sq. yds.</b>	<b>Bid Totals</b>	<b>√ Chicagoland Paving, Lake Zurich, IL</b>	<b>Approx # of Sq. yds.</b>	<b>Bid Totals</b>
Class D - 2" - Type I	\$28.75	600	\$17,250.00	\$31.50	600	\$18,900.00
Class D - 2" - Type II	\$27.50	900	\$24,750.00	\$31.50	900	\$28,350.00
Class D - 2" - Type III	\$25.75	1100	\$28,325.00	\$26.25	1100	\$28,875.00
Class D - 2" - Type IV	\$24.00	7800	\$187,200.00	\$23.25	7800	\$181,350.00
Class D - 3" - Type II	\$41.00	650	\$26,650.00	\$36.75	650	\$23,887.50
Class D - 3" - Type III	\$39.50	600	\$23,700.00	\$36.75	600	\$22,050.00
Class D - 3" - Type IV	\$37.75	550	\$20,762.50	\$34.25	550	\$18,837.50
Class D - 4" - Type IV	\$43.00	150	\$6,450.00	\$47.25	150	\$7,087.50
Structures to be Adjusted	\$685.00	100	\$68,500.00	\$100.00	100	\$10,000.00
	<b>Bid Total</b>		<b>\$403,587.50</b>	<b>√ Bid Total</b>		<b>\$339,337.50</b>

√Indicates lowest responsive and responsible bidder

As noted above, the staff has identified approximately \$100,000 worth of work to be completed in the City. This work will be measured and paid for at the bid unit prices.

### **Recommendation**

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

The recommendation of City staff is to award the contract to the lowest responsive and responsible bidder, Chicagoland Paving in the amounts bid, with an option for a second year extension. The pavement patching services for Fiscal Year 2023 shall not exceed the amount of \$100,000. The City has worked with Chicagoland Paving previously with satisfactory results.

**Votes Required to Pass:**

Simple majority



## RESOLUTION

**WHEREAS**, the CITY OF CRYSTAL LAKE has identified the need to contract for annual pavement patching for maintenance and upkeep of City streets; and

**WHEREAS**, the CITY participates in the McHenry County Municipal Purchasing Initiative (McMPI) with other public agencies to leverage purchasing power; and

**WHEREAS**, the McMPI conducted a joint public bid for pavement patching services and opened bids publically on April 26, 2022; and

**WHEREAS**, the lowest responsible and responsive bidder is Chicagoland Paving.

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

**BE IT FURTHER RESOLVED** that the Mayor is authorized to execute a one-year base contract with an option to extend an additional year between the CITY OF CRYSTAL LAKE and Chicagoland Paving for pavement patching in amounts bid; and

**BE IT FURTHER RESOLVED** that the Mayor is authorized to approve warranted completion date change orders relating to the contract.

**DATED** this 17<sup>th</sup> day of May, 2022.

**CITY OF CRYSTAL LAKE, an  
Illinois municipal corporation,**

By: \_\_\_\_\_  
Haig Haleblian, MAYOR

SEAL

ATTEST

\_\_\_\_\_  
Nick Kachiroubas, CITY CLERK

PASSED: May 17, 2022  
APPROVED: May 17, 2022

Draft





**Agenda Item No: 15**

**City Council  
Agenda Supplement**

**Meeting Date:**

May 17, 2022

**Item:**

Bid Award – Municipal Complex Flooring Replacement Project

**Staff Recommendation:**

Motion to award the bid for the Municipal Complex Flooring Replacement Project to the lowest responsive and responsible bidder, Red Feather Group, and adopt a Resolution authorizing the Mayor to execute an agreement with Red Feather Group in the amount of \$206,680.86 with a 10% contingency for unforeseen expenses and to approve warranted completion date extensions.

**Staff Contact:**

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

**Background:**

The carpeted flooring in the administrative areas of the Municipal Complex has extensive wear and requires replacement to provide a safe walking surface. Carpeting will be removed and replaced and a section of the concrete floor repaired. The project will be completed over several months this summer on the weekends so as to minimize any disruption to City operations.

On April 8<sup>th</sup>, 2022, the City of Crystal Lake publicly opened and read aloud the bids received for the Municipal Complex Flooring Replacement Project. The results are as follows:

Bidder	Base Bid	Alternate Bids Total	Allowance	Total Cost for All Phases
√ Red Feather Group	\$118,892.93	\$85,287.93	\$2,500	\$206,680.86
Tiles in Styles	\$125,940.00	\$100,800.00	\$2,500	"as read" bid \$225,980 Correct bid \$229,240.00
*Benchmark Flooring	\$125,300.00	\$97,000.00	\$2,500	\$224,800.00

√ - Indicates lowest responsive and responsible bidder

\* - Indicates bidder did not submit a valid bid per specifications

The City received competitive and fair market bids for this project. As a result to ensure uniformity with replacement flooring, staff recommends approving one vendor to coordinate and complete all phases of the project. The allowance in the bid submission allows for unknown repairs to the floor, including grinding, leveling or other modifications.

### **Recommendation**

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

The Public Works Department and the project consultant, Wold Architects and Engineers, have reviewed all bids received for completeness and accuracy in accordance with the Invitation to Bid document. Staff also reviewed references for the project. It is the recommendation from Wold Architects and Engineers to award the bid for the Municipal Complex Flooring Replacement Project to Red Feather Group in the amount bid. Budget funds have been allocated in the FY23 Capital Budget for this project.

### **Votes Required to Pass:**

Simple majority



## RESOLUTION

**WHEREAS**, the CITY OF CRYSTAL LAKE has identified the need to replace and repair areas of flooring in the Municipal Complex; and

**WHEREAS** the CITY OF CRYSTAL LAKE received bids for the Municipal Complex Flooring Replacement Project on April 8, 2022; and

**WHEREAS** the lowest responsive and responsible was Red Feather Group of Glenview, IL.

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

**BE IT FURTHER RESOLVED** that the Mayor is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Red Feather Group for the Municipal Complex Flooring Replacement Project in the amount of \$206,680.86; and

**BE IT FURTHER RESOLVED** that the Mayor is authorized to approve up to a 10% contingency for unforeseen expenses and warranted completion date extensions.

**DATED** this 17<sup>th</sup> day of May, 2022.

CITY OF CRYSTAL LAKE, an  
Illinois municipal corporation,

By: \_\_\_\_\_  
Haig Haleblian, MAYOR

SEAL

ATTEST

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Nick Kachiroubas, CITY CLERK

PASSED: May 17, 2022

APPROVED: May 17, 2022

Draft



**Agenda Item No: 16**

**City Council  
Agenda Supplement**

**Meeting Date:**

May 17, 2022

**Item:**

Bid Award – Rock Salt for Snow and Ice Control

**Staff Recommendation:**

Motion to award the bid for the purchase of Rock Salt to the lowest responsive and responsible bidder, Morton Salt, and adopt a Resolution authorizing the Mayor to execute a one-year contract with Morton Salt for the 2022/2023 winter season at the bid price of \$86.960 per ton.

**Staff Contact:**

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

**Background:**

The Public Works Department annually purchases road salt for snow removal and ice control operations. This year, the McHenry County Municipal Partnering Initiative worked with the Lake County Division of Transportation to issue a joint bid for a large number of municipalities and townships in northeastern Illinois.

**Discussion:**

Lake County advertised for bids in accordance with the applicable statutes and opened bids on April 12, 2022. Crystal Lake requested a per ton bid price for 7,500 tons of bulk rock salt. The contract requires a minimum purchase of at least 80 percent of bid quantity and guarantees the price for up to 120 percent of the bid quantity. The bid results are depicted below:

<b>Quantity</b>	<b>√ Morton Salt, Inc.</b>	<b>Compass Minerals America, Inc.</b>	<b>Cargill Inc. – Deicing Technology Business</b>
80% - 120% of 7,500 tons	\$86.960	\$ 89.590	\$ 98.680
120% - 150% of 7,500 tons	\$96.960	\$ 99.590	\$103.680
Early Delivery Price	\$86.960	\$ 89.590	\$ 98.680

√Indicates lowest responsive and responsible bidder



Road salt is a commodity and is subject to price fluctuations based on market demand, supply and delivery costs. Our most recent contract \$76.30 per ton. The previous year it was \$80.75.

**Recommendation:**

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

It is the recommendation of the Public Works Department to participate in the McHenry County Municipal Partnering Initiative/Lake County Division of Transportation bid for rock salt and execute a contract with Morton Salt, Inc. in the amount of \$86.960 per ton. Adequate funds are available for this expenditure.

**Votes Required to Pass:**

Simple Majority



## **RESOLUTION**

**WHEREAS**, the CITY OF CRYSTAL LAKE annually purchases bulk rock salt for snow and ice control during the winter months; and

**WHEREAS** the CITY OF CRYSTAL LAKE participated in the McHenry County Municipal Purchasing Initiative bid that was administered by the Lake County Division of Transportation and received bids for bulk rock salt on April 12, 2022; and

**WHEREAS** the lowest responsive and responsible was Morton Salt, Inc. with a delivered bid price of \$86.960 per ton;

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

**BE IT FURTHER RESOLVED** that the Mayor is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Morton Salt, Inc. for the purchase and delivery of bulk rock salt in the amount bids; and

**DATED** this 17<sup>th</sup> day of May, 2022.

CITY OF CRYSTAL LAKE, an  
Illinois municipal corporation,

By: \_\_\_\_\_  
Haig Haleblian, MAYOR

SEAL

ATTEST

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Nick Kachiroubas, CITY CLERK

PASSED: May 17, 2022

APPROVED: May 17, 2022

Draft



**Agenda Item No: 17**

**City Council  
Agenda Supplement**

**Meeting Date:** May 17, 2022

**Item:** Bid Award - 2022 Pavement Marking Program

**Staff Recommendation:** Motion to adopt a Resolution awarding a contract for thermoplastic pavement markings to the lowest responsive and responsible bidder, Superior Road Striping, in the submitted bid amounts for a not-to-exceed amount of \$250,000.00 and authorize warranted completion date change orders.

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

**Background:**

The City of Crystal Lake participates in the McHenry County Municipal Partnership Initiative (McMPI) where regional communities collaborate by preparing and soliciting bids for various projects. McMPI allows members to combine purchasing power to leverage cost savings. This year the McMPI bid for pavement markings was administered by McHenry County. On April 7, 2022, the bids were publically opened by McHenry County. The aggregate totals for thermoplastic pavement markings items by bidder are depicted below:

Bid Package	√ Superior Road Striping, Inc.	AC Pavement Striping Co.	Precision Pavement Markings, Inc.
Thermoplastic Pavement Markings: Group 1	\$193,871.12	\$247,732.56	\$253,137.80
Thermoplastic Pavement Markings: Group 2	\$108,001.25	\$159,728.13	\$125,619.99

√ Indicates the low bidder

**Recommendation:**

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

The recommendation of City staff is to award the contract to the lowest responsive and responsible bidder, Superior Road Striping in the submitted bid amounts for a not-to-exceed amount of \$250,000. The City has worked with Superior Road Striping previously with satisfactory results. Funds have been budgeted for this work.

**Votes Required to Pass:**

Simple majority





## RESOLUTION

**WHEREAS**, the CITY OF CRYSTAL LAKE has identified the need to replace various pavement markings throughout the CITY; and

**WHEREAS**, the CITY participates in the McHenry County Municipal Purchasing Initiative (McMPI) with other public agencies to leverage purchasing power; and

**WHEREAS**, the McMPI conducted a joint public bid for pavement markings and opened bids publically on April 7, 2022; and

**WHEREAS**, the lowest responsible and responsive bidder for thermoplastic pavement markings is Superior Road Striping, Inc.

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

**BE IT FURTHER RESOLVED** that the Mayor is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Superior Road Striping, Inc. for various thermoplastic pavement marking related work in unit price amounts bid for a not-to-exceed amount of \$250,000.00; and

**BE IT FURTHER RESOLVED** that the Mayor is authorized to approve warranted completion date change orders relating to the contract.

**DATED** this 17<sup>th</sup> day of May, 2022.

CITY OF CRYSTAL LAKE, an  
Illinois municipal corporation,

By: \_\_\_\_\_  
Haig Haleblian, MAYOR

SEAL

ATTEST

\_\_\_\_\_  
Nick Kachiroubas, CITY CLERK

PASSED: May 17, 2022  
APPROVED: May 17, 2022

Draft