



CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING
City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
January 3, 2023
7:00 p.m.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes – December 20, 2022 Regular City Council Meeting**
5. **Accounts Payable**
6. **Public Presentation**
The public is invited to make an issue oriented comment on any matter of public concern not otherwise on the agenda. The public comment may be no longer than 5 minutes in duration. Interrogation of the City staff, Mayor or City Council will not be allowed at this time, nor will any comment from the Council. Personal invectives against City staff or elected officials are not permitted.
7. **Mayor’s Report**
8. **City Council Reports**
9. **Consent Agenda**
 - a. **Class 16 Temporary Liquor License Requests – Knights of Columbus Fr. McCormick Council #3880, Polish Dinner and St. Patrick’s Dinner**
 - b. **Appointment of an Intergovernmental Risk Management Agency (IRMA) Delegate and Alternate Delegate**
10. **Residential Curbside Refuse, Recycling and Yard Waste Collection Contract Extension**
11. **Congress Parkway Roundabouts Agreements**
12. **Proposal Award – Professional Services for the Development of Optimized Winter Snow Plow Routes**
13. **Proposal Award – Lead Service Line Replacement Engineering Services**
14. **Bid Award – Water Treatment Chemicals**
15. **Council Inquiries and Requests**
16. **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**
17. **Reconvene to Regular Session**
18. **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**

Meeting Date:

January 3, 2023

Item:

Class 16 Temporary Liquor License Requests –
Knights of Columbus Fr. McCormick Council #3880,
Polish Dinner and St. Patrick’s Dinner

Staff Recommendation:

Motion to approve issuance of two Class 16 Temporary
Liquor Licenses to the Knights of Columbus Fr.
McCormick Council #3880

Staff Contact:

Nick Hammonds, Assistant City Manager

Background:

The City has received a request from the Knights of Columbus Fr. McCormick Council #3880 for the issuance of a Class 16 Temporary Liquor License in order to sell beer and wine at their Polish Dinner event being held at the Oak Street Church Community Center, located at 451 W. Terra Cotta Avenue on Saturday, January 21, 2023 from 6:00 p.m. to 10:00 p.m.

Additionally, the City received a second request from the Knights of Columbus Fr. McCormick Council #3880 for the issuance of a Class 16 Temporary Liquor License in order to sell beer and wine at their St. Patrick’s Dinner event being held at the Oak Street Church Community Center, located at 451 W. Terra Cotta Avenue on Saturday, March 11, 2023 from 6:00 p.m. to 10:00 p.m.

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

The Council has approved these events in the past and other temporary liquor license requests for the Knights of Columbus Fr. McCormick Council #3880.

Votes Required to Pass:

Simple majority

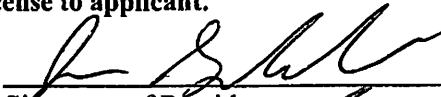
*City of Crystal Lake
Application for Temporary Liquor License*

**CLASS "16"
Beer and Wine**

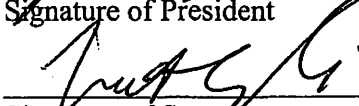
The undersigned hereby makes application for a license for the sale at retail of beer and wine under the provisions of the City of Crystal Lake Liquor Licensing Ordinance:

1. Applicant's full name Knights of Columbus, Fr. McCormick Council 3880
(Must be not-for-profit organization)

- Address 451 W. Terra Cotta Ave., Phone Number 815-455-5400
Crystal Lake IL 60014
2. Location where beer and wine will be sold:
Will be served in the Community Center
3. Dates of the event (not to exceed three (3) days): Polish Dinner January 21, 2023
St. Patrick's Dinner March 11, 2023
4. Hours of operation: 6pm to 10pm for both Dinners
5. Describe the type of crowd and traffic control licensee will utilize. Parishioners,
2 entrances/exits on RT. 176 and Oak St.
6. Describe plan for refuse pickup. 2 Dumpsters within 100ft. of Kitchen
area serving area.
7. Please list the names and addresses of the members of the organization who will be selling beer and wine at the location pursuant to the license. If additional space is needed, please use reverse side.
Michael Brucker 9635 Stonecastle Ln. Village of Lake Wood IL 60014
Joseph Scherb 413 Huntley Rd. Crystal Lake IL 60014
Matt Carzoli 374 Ridge Ave. Crystal Lake IL 60014
8. Please attach the following to your application:
 - License fee in the amount of \$20.00. (Make checks payable to the "City of Crystal Lake".)
 - Proof of liquor liability insurance
 - Proof of permission from owner of the premises, if different than applicant, authorizing the sale of beer and wine on the property during the time requested.
 - Site plan of area where beer and wine will be sold.
 - Letter to the Mayor and City Council requesting approval of the issuance of a Class "16" Temporary Liquor License to applicant.

 12/19/22

Signature of President Date

 12/19/22

Signature of Secretary Date

*Both application and affidavit must be signed by the President and Secretary
of the not-for-profit organization.*

AFFIDAVIT

STATE OF ILLINOIS)
COUNTY OF MCHENRY)

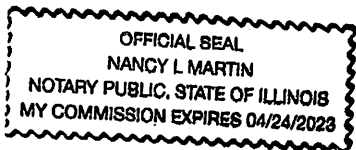
We swear that we will not violate any of the Ordinances of the City of Crystal Lake or the laws of the State of Illinois or the laws of the United States of America, in the conduct of the place of business described herein and that the statements contained in this application are true and correct to the best of our knowledge and belief.

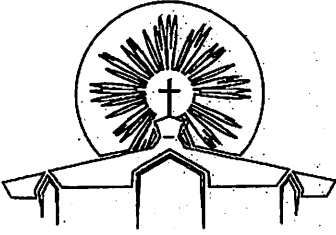
J. G. White 12/19/22
Signature of President

Nancy L. Martin 12/19/22
Signature of Secretary

Subscribed and sworn to before me this 19
day of December, 2022.

Nancy L. Martin
Notary Public





ST. THOMAS THE APOSTLE CATHOLIC CHURCH

December 12, 2022

Mayor Haig Haleblian
City Council Members
City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, IL 60014

Dear Mayor Haleblian and City Council Members,

With this letter we are requesting your permission to serve beer and wine at our Parish Polish Dinner. This Dinner is being hosted by the Knights of Columbus Council #3880, and will be held in our Oak Street Church Community Center at 451 W. Terra Cotta Avenue, Crystal Lake, on Saturday, January 21, 2023. Doors will open at 6:00 pm and the cash bar (beer and wine) will be opened until 9:00 pm. We are selling tickets and anticipate 250 to attend.

With this letter we are also requesting your permission to serve beer and wine at our Parish St. Patrick's Dinner. This Dinner is being hosted by the Knights of Columbus Council #3880, and will be held in our Oak Street Church Community Center at 451 W. Terra Cotta Avenue, Crystal Lake, on Saturday, March 11, 2023. Doors will open at 6:00 pm and the cash bar (beer and wine) will be opened until 9:00 pm. We are selling tickets and anticipate 250 to attend.

Thank you for your kind consideration to our request. Should you require further information, please do not hesitate to contact us.

Sincerely in Christ,

Rev. Robert W Jones, Pastor
St. Thomas the Apostle Church



Knights of Columbus

Fr. McCormick Council #3880

P.O. Box 1365

Crystal Lake, IL 60014

December 14th, 2022

Mayor Haig Haleblian
City Council Members
City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, IL 60014

Honorable Mayor Haig Haleblian and City Council Members,

With this letter we are respectfully requesting your permission to sell beer and wine during our Polish Dinner on January 21, 2023 and our St. Parick's Day Dinner Dance on March 11th, 2023. These dinners will be held in the community center at St Thomas the Apostle at 451 W. Terra Cotta Ave, Crystal Lake. Times for both dinners will be from 6pm to 10pm.

We are expecting the participation of around 150 people per dinner. As usual the net proceeds of the sales will be used to support our parish ministries and local charitable organizations. The Knight's are a 100% volunteer organization and have appreciated the long history of support from The City of Crystal Lake.

Thank you for your consideration of this request, and please let us know if there are any further questions.

A handwritten signature in black ink, appearing to read "Joe Scherb".

Joe Scherb, Grand Knight
Fr. McCormick Council #3880
Knights of Columbus

to Woodstock via Rt. 14

St. Thomas the Apostle Church
451 W. Terra Cotta Ave.
Crystal Lake, IL 60014

000
NW

SE

Rt. 176

← HANDICAP PARKING →

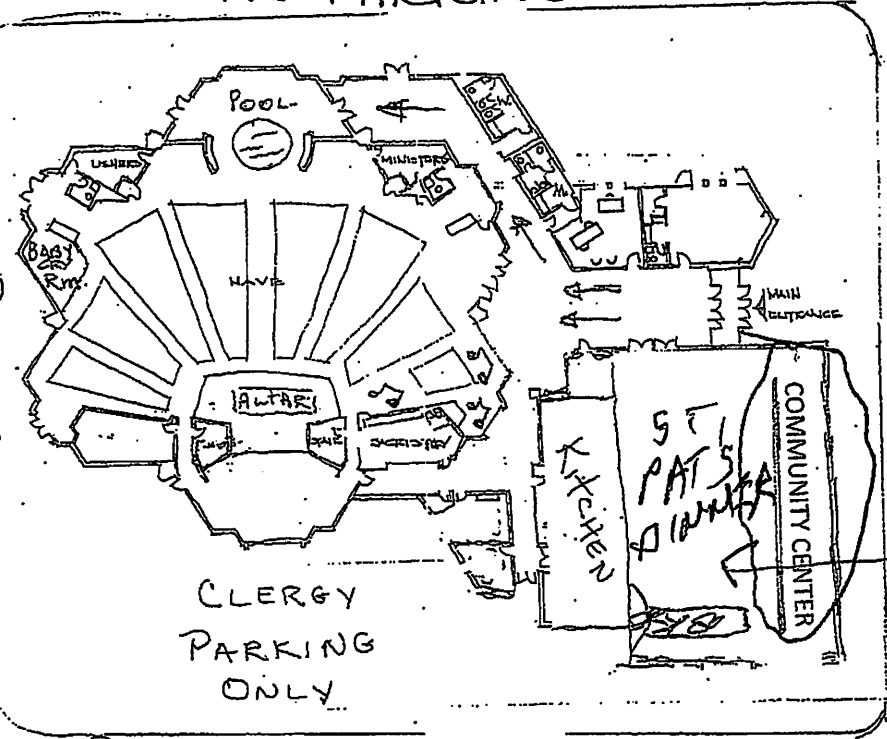
NO PARKING

EXIT ONLY

OAK ST

PARKING →

PARKING



CLERGY PARKING ONLY

Polish Dinner
PARKING

to CL. VIA RT. 14

PADRES, MONSEÑORES, EL OBISPO

← ENTER

Exit →

OAK ST

← PARKING →



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 265 Exchange Dr Crystal Lake IL 60014	CONTACT NAME: PHONE (A/C No., Ext): 815-459-3300 FAX (A/C, No): 815-459-3360	
	E-MAIL ADDRESS:	
INSURED Knights of Columbus Father McCormick Council #3880 1802 Cashel Lane McHenry IL 60050	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A : Westfield Insurance Company 24112	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER: 1922213764** **REVISION NUMBER:**

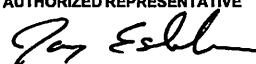
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		4846448	7/13/2022	7/13/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Equipment Floater			4846448	7/13/2022	7/13/2023	Limit 6,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
March 11, 2023 Liquor Liability
Description of Operations:
RE: Event: St. Patrick's Day Dinner and Dance on 03/11/23
Certificate Holder is an Additional Insured as respects the General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER

CANCELLATION

City of Crystal Lake 100 W Woodstock St Crystal Lake IL 60014	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2022

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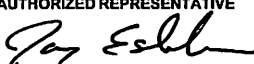
PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 265 Exchange Dr Crystal Lake IL 60014	CONTACT NAME: PHONE (A/C, No, Ext): 815-459-3300 FAX (A/C, No): 815-459-3360 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Knights of Columbus Father McCormick Council #3880 1802 Cashel Lane McHenry IL 60050	KNIGOFC-25 INSURER A: Westfield Insurance Company 24112	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 1230946743** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		4846448	7/13/2022	7/13/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Equipment Floater			4846448	7/13/2022	7/13/2023	Limit \$ 6,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Number 1: January 21, 2023 Liquor Liability
Description of Operations:
RE: Event: Polish Dinner on 01/21/23
Certificate Holder is an Additional Insured as respects the General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER City of Crystal Lake 100 W Woodstock St Crystal Lake IL 60014	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



Agenda Item No: 9b

**City Council
Agenda Supplement**

Meeting Date:

January 3, 2023

Item:

Appointment of Intergovernmental Risk Management Agency Delegate and Alternate Delegate

Council Recommendation:

Motion to adopt a Resolution authorizing the appointment of Nick Hammonds, Assistant City Manager, as the delegate representative and Eric Helm, City Manager, as the alternate delegate for the City of Crystal Lake on the Board of Directors of the Intergovernmental Risk Management Agency.

Staff Contact:

Eric Helm, City Manager
Nick Hammonds, Assistant City Manager

Background:

As the City Council is aware, the Intergovernmental Risk Management Agency (IRMA) provides the City with general liability, auto and workers' compensation insurance. IRMA is a risk pool of over 70 Chicago-area municipalities and special districts. Per IRMA's bylaws, each pool member shall appoint one (1) delegate and one (1) alternate delegate to represent the City and serve on the Board of Directors, provided that the alternate delegate may only serve on the Board of Directors in the event of the delegate's absence or inability to act. IRMA's Board of Directors is the governing body of the pool and sets pool policy related to insurance coverage and limits.

The City's current delegate is Eric Helm, City Manager, and the alternate delegate was City Manager Gary Mayerhofer. Due to the retirement of Mr. Mayerhofer, it is recommended to appoint Nick Hammonds, Assistant City Manager, to serve as the delegate to the IRMA Board of Directors and Eric Helm as the alternate delegate.

Votes Required to Pass:

Simple majority vote of the City Council



RESOLUTION

WHEREAS, the City of Crystal Lake adopted the Contract and By-Laws of the Intergovernmental Risk Management Agency by Ordinance authorizing membership therein; and

WHEREAS, said contract provides that member units of local government shall by majority vote of its corporate authorities select one (1) delegate and one (1) alternate delegate to represent that body on the Board of Directors of said Intergovernmental Agency.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, of McHenry County, Illinois, as follows:

Section 1. Nick Hammonds, Assistant City Manager, of the City of Crystal Lake, is hereby appointed as the delegate to represent the City of Crystal Lake on the Board of said Intergovernmental Risk Management Agency.

Section 2. Eric Helm, of the City of Crystal Lake, is hereby selected as the alternative delegate to serve if Nick Hammonds is unable to carry out the aforesaid duties as the representative of the City of Crystal Lake to said Intergovernmental Agency.

DATED this 3rd day of January, 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL:
ATTEST:

Nick Kachiroubas, CITY CLERK

PASSED: January 3, 2023
APPROVED: January 3, 2023



Agenda Item No: 10

**City Council
Agenda Supplement**

Meeting Date:

January 3, 2023

Item:

Residential Curbside Refuse, Recycling and Yard Waste Collection Contract Extension

Staff Recommendation:

A motion to approve an Agreement Amendment authorizing an extension of the agreement for residential curbside refuse, recycling, and yard waste collection with Lakeshore Recycling Systems, and adopt a Resolution authorizing the City Manager to execute a three-year agreement amendment extension for residential curbside refuse, recycling, and yard waste collection with Lakeshore Recycling Systems.

Staff Contact:

Nick Hammonds, Assistant City Manager

Background:

At its February 20, 2018 meeting, the City Council approved a five-year agreement with Prairieland Disposal, Inc. for residential curbside refuse, recycling and yard waste collection. As the City Council is aware, Prairieland Disposal completed an asset sale to GFL Environmental, LLC in 2021, and the City Council authorized a consent of assignment of the agreement on August 3, 2021. In October 2021, GFL Environmental completed an asset sale to Lakeshore Recycling Systems (LRS).

After the consent of assignment of the agreement in 2021, LRS has serviced the City under the original terms and conditions of the 2018 contract. The contract will expire on April 30, 2023, and the contract terms allow for four optional three-year extensions to be authorized at the discretion of the City. LRS has submitted a proposal to the City seeking approval to exercise the first three-year extension of the contract, effective through April 30, 2026.

Proposal:

The following table compares the current monthly rate to the proposed rate. The increased rate proposed by LRS is still lower than the amount paid by other McHenry County communities. The first year increase for 2023 and the annual increase rate compare favorably with the marketplace.

	Current	Proposed	Surveyed Communities
Single Family Rate	\$18.27	\$19.18*	\$22.04 per month average
Senior Rate	\$16.46	\$17.28	
Multi-Family Rate	\$14.62	\$15.35	
Increase Range**	1.5 - 3%	3 - 5%	3% - 5% based on CPI-U

*The new rate proposed by LRS would represent an annual increase of \$10.96 per household.

**The increase is based on Consumer Price Index for Urban Consumers.

Benefits to Extending:

Numerous global factors have impacted the garbage and recycling industry over the past several years, including a waste import ban implemented by China in 2018, and the 2020 pandemic with resulting fuel and supply chain issues. In addition, waste collection companies continue to consolidate, which reduces competition in the market. The City's research has shown that communities are receiving fewer bids for garbage and recycling service due to fewer companies in our service area.

By entering into a three-year contract extension with LRS, the City will be able to take advantage of the following service enhancements:

- Stable Pricing and Favorable Rates: Rising fuel costs have impacted rates for refuse collection in the Chicago area. LRS's proposal initially included the incorporation of fuel surcharge provisions, but it has since agreed not to pursue this request. Inflationary pressures make it imperative that local governments negotiate price increases that shield residents from rising costs. The fixed increase limit during the extension years will shield residents from rising fuel and wage costs common in the waste collection industry.
- Increased Vacation Hold Length: Since 2018, the City received feedback from residents regarding the 90 day vacation hold limit imposed by Prairieland Disposal. LRS has agreed to increase the length of the vacation hold to 180 days upon the approval and verification of the City for such request. The reinstatement fee of \$75 after 180 days will remain the same.
- Pumpkin Composting: The City will be able to place one large container for pumpkin composting each fall at a location determined by the City.
- Portable toilets and hand washing stations at City Events, at no charge to the City: The City currently pays for portable toilets and hand washing stations for events. This represents over \$2,000 in annual savings to the City.

In addition to the service enhancements, the City continues to take advantage of the existing elements of the refuse program:

- Flexibility and Unlimited Collection: Residents are able to set out an unlimited amount of refuse, recyclables, yard waste and bagged leaves in resident supplied containers. Unlike other communities, residents will not be forced to purchase or use pre-paid bags or stickers. In addition, residents may pay a monthly yard waste tote subscription for a 95 gallon yard waste tote, or residents may use their own bins for yard waste at no additional cost.
- Senior Rate Discount: Senior residents will continue to have a reduced rate per month. Not all communities offer a discounted senior rate.
- Back-Door Collection: Residents who are disabled, elderly, or need temporary assistance with getting their bins to the curb can coordinate to have 'back-door service' where the driver will walk bins from the house to the curb. This is at no additional charge to the resident.
- Curbside Electronics Recycling: Residents are able to set out up to five items, including one TV or computer monitor, during the twice-annual electronics collection weeks.
- Holiday Light Recycling: Residents may bring an unlimited amount of holiday lights for recycling at City Hall.
- Food Scrap Composting: Residents are able to dispose of food scraps with their regular yard waste. In addition, pet waste and kitty litter can be disposed of with yard waste collection.

- Household Demolition Debris: LRS will accept 50 pounds of household demolition debris at no additional cost per week. Residents with large remodeling projects will still be able to rent large dumpsters at an additional cost depending on their needs.
- Yard Waste Collection: Unlimited yard waste collection is included in the monthly rate. In addition, whereas most communities' yard waste programs end in November, the City is guaranteed yard waste collection through the second full week of December.

The following table compares rates for non-senior residential curbside collection with a 90-95 gallon toter. Currently, through April 30, 2023, the rate increases are limited between 1.5% and 3% per year based upon the previous year Consumer Price Index (CPI-U). LRS's proposal includes a 5% price increase beginning on May 1, 2023, however, during the extension years (2023-2026), the City will maintain rate increases with limits of 3% to 5% per year based upon the previous year CPI-U. These increases compare to the marketplace. Taking this adjustment into account the City's per month rate for refuse, recycling, and yard waste will continue to be the lowest compared to local McHenry County communities.

Community	Co.	Service Type	95 Gallon Toter Fee				Other services included in toter fee		
			Current 2022/2023	2023/2024	2024/2025	2025/2026	Bulk Items	Yard Waste	E-Waste
Crystal Lake	LRS	Unlimited	\$18.27	\$19.18	CPI-U 3% - 5% Max: \$20.14	CPI-U 3% - 5% Max: \$21.15	Yes	Yes	Yes
Lakewood Expires 8/31/2023	MDC	Unlimited	\$18.82	\$19.76	CPI-U Up to 5%	-	Yes	Yes	No
Cary Expires 11/30/2023	Flood Brothers	Unlimited	\$19.31	CPI-U (\$20.28)	CPI-U	CPI-U	Yes	Yes	Yes
Algonquin Expires 8/31/2026	Groot	Unlimited /Sticker	\$20.24	\$20.75	\$21.27	\$21.80	Yes	Yes	Yes
Lake in the Hills Expires 6/30/2023	Flood Brothers	Unlimited	\$20.49	-	-	-	Yes	Yes	Yes
Marengo Expires 9/30/2024	MDC	Unlimited /Sticker	\$20.75	\$21.40	-	-	Yes	Yes	No
McHenry Expires 7/31/2027	Flood Brothers	Unlimited /Sticker	\$20.95	\$21.58	\$22.23	\$22.89	Yes	Yes	Yes
Barrington Expires 10/31/2023	Groot	Unlimited	\$20.96	-	-	-	Yes	Yes	Yes
Huntley Expires 2/28/2025	MDC	Unlimited	\$21.60	\$22.25	\$22.92	\$23.60	Yes	Yes	Yes
St Charles Expires 6/30/2024	LRS	Unlimited /Sticker	\$22.96	CPI-U	CPI-U	-	Yes	Yes	Yes
Woodstock Expires 12/31/2024	MDC	Unlimited /Sticker	\$24.54	CPI-U	CPI-U	CPI-U	Yes	Yes	No
Lake Zurich Expires 8/31/2025	LRS	Unlimited	\$25.20	\$26.08	\$27.00	\$27.94	Yes	Yes	Yes
Long Grove Expires 5/31/2025	WM	Unlimited	\$27.62	\$28.65	\$29.73	-	Yes	Yes	Yes
Arlington Heights Expires 3/31/2028	Groot	Unlimited	\$17.70	\$18.32	\$18.96	\$19.62	Yes	Yes	Yes

*CPI-U – Consumer Price Index for All Urban Consumers

Recommendation:

Staff recommends approval of the amendment and extension to the agreement for three years from May 1, 2023 – April 30, 2026. This will ensure continuity of service at a low price with additional services added. The City’s legal counsel has reviewed the agreement extension language and has determined that the City Council has the authority to extend the agreement with LRS per the existing agreement language.

Votes Required to Pass: Simple majority vote of the City Council.



RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE entered into an agreement with Prairieland Disposal, Inc. on February 20, 2018 for the residential curbside collection of refuse, recycling, and yard waste; and

WHEREAS, on August 3, 2021, the City consented to an assignment of the Agreement from Prairieland Disposal to GFL, Illinois LLC; and

WHEREAS, GFL, Illinois LLC was subsequently purchased by LRS and the Agreement was assigned to LRS; and

WHEREAS the agreement for the residential curbside collection of refuse, recycling, and yard waste expires on April 30, 2023; and

WHEREAS, the City and LRS desire to amend the Agreement in order to extend the term through April 30, 2026 and make such further modifications to the Agreement, as set forth herein;

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

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute an agreement amendment and extension with Lakeshore Recycling Systems for the residential curbside collection of refuse, recycling, and yard waste through April 30, 2026.

DATED this 3rd day of January, 2023.

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation

By: _____
Haig Haleblian, MAYOR

SEAL:
ATTEST:

Nick Kachiroubas, CITY CLERK

PASSED: January 3, 2023
APPROVED: January 3, 2023

AMENDMENT TO CONTRACT BETWEEN LAKESHORE RECYCLING SYSTEMS, LLC AND THE CITY OF CRYSTAL LAKE FOR CURBSIDE REFUSE, RECYCLING AND YARD WASTE

This Amendment to the Contract for Curbside Refuse Recycling and Yard Waste, between the City of Crystal Lake and Prairieland Disposal, Inc. (“Prairieland”) dated February 20, 2018 is made and entered into this 3rd day of January, 2023 between the City of Crystal Lake, 100 W. Woodstock Street, Crystal Lake, IL 60014, an Illinois municipal corporation, (hereinafter referred to as the "City"), and Lakeshore Recycling Systems, LLC (hereinafter referred to as "LRS").

WHEREAS, on February 20, 2018, the City entered into an agreement with Prairieland Disposal, Inc. for the provision of curbside refuse, recycling and yard waste for all single-family, attached single-family and multi-family units that utilize curbside collection service; (the “Agreement”) and

WHEREAS, on August 3, 2021, the City consented to an assignment of the Agreement from Prairieland to GFL, Illinois LLC; and

WHEREAS, GFL, Illinois LLC was subsequently purchased by LRS and the Agreement was assigned to LRS; and

WHEREAS, the term of the Agreement is scheduled to expire on April 30, 2023; and

WHEREAS, the City and LRS desire to amend the Agreement in order to extend the term through April 30, 2026 and make such further modifications to the Agreement, as set forth herein;

NOW THEREFORE, it is hereby agreed between the City of Crystal Lake and LRS, that the Agreement is amended as follows:

Terms and Termination:

- 1.1 The contract term shall be extended from May 1, 2023 through April 30, 2026. Except as modified and/or supplemented herein, services to be provided by LRS to customers shall be as set forth in the Agreement, including all attachments incorporated therein. Pricing shall be as set forth in Appendix A, attached hereto.
- 1.2 LRS shall allow customers to suspend service (vacation hold) for up to 180 days per calendar year. Services may be suspended at the first day of the month and continue to the last day of the month. Customers shall request approval from the City to grant a vacation hold request. Customers may choose to remove totes and cancel their service for greater than 180 days and a fee will be applied for \$75.00 if service is requested to be reinstated.
- 1.3 Bulk Items: LRS shall collect one bulk item per week per resident/account, as specified in the original agreement. Examples shall include: sofas, tables, mattresses (including king size mattresses or king size mattress box springs), small amounts of household construction (up to one cubic yard placed in a container or bag and under 50 pounds total in weight) and

demolition debris (up to one half cubic yard placed in a container or bag and under 50 pounds in total weight), and large appliances which do not contain CFC or HCFS refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components. Additional bulk items, white goods, and special collections should be performed as arranged by the customer in accordance with the pricing set forth in Appendix A. Bulk items shall be picked up on the same date as the customer's regular refuse collection.

- 1.4 City Events: In addition to the provision of refuse and recycling totes for City events, as specified in the Agreement, LRS shall furnish portable toilets and hand washing stations at such City events at no additional charge. The number of portable toilets shall be as specified by the City. The number of portable hand washing stations shall be as requested by the City for such City event.

The events requiring portable toilets and hand washing stations include, but are not limited to:

1. The Memorial Day Parade (last Monday in May).
 - a. Up to two standard portable toilets.
 2. The 4th of July Parade and Fireworks Show (may or may not occur on the 4th of July)
 - a. Up to one standard portable toilet and one hand washing station.
 3. The Johnny Appleseed Festival (final Saturday in September).
 - a. Up to five deluxe portable toilets and up to three large hand washing stations.
 4. The Festival of Lights Parade (Friday after Thanksgiving).
 - a. Up to two standard portable toilets.
- 1.5 Organics Composting: LRS shall provide, at no charge, one pumpkin composting bin, six yards in size, to be delivered to the City at such locations as may be directed by the City during the months of October and November. Such composting bins shall be emptied by LRS.
- 1.6 No fee shall be charged to the customer related to the use of a credit card, debit card or auto-pay by the customer for the payment of fees for the services provided pursuant to the Agreement.
- 1.7 Except as otherwise modified herein, the Agreement dated February 20, 2018, including all exhibits incorporated and adopted by reference therein, and Prairieland's (now LRS) Response to Request for Proposals for the curbside collection of residential refuse, recycling and yard waste shall remain in full force and effect. To the extent that a conflict exists between the aforementioned documents and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the parties' authorized representatives have executed this Agreement as of the dates set forth below.

CITY of CRYSTAL LAKE

LAKESHORE RECYCLING SYSTEMS, LLC

By: _____

By:  _____

Printed Name: Eric T. Helm

Printed Name: Steve Ramos

Title: City Manager

Title: Municipal Services Manager

Date: _____

Date: 1/3/2023

Appendix A.

	2023/2024	2024/2025	2025/2026
Toter Provided Unlimited Monthly Collection of Refuse, Recycling, and Yard Waste Cost (Single-Family):	\$19.18	CPI 3% min to 5% max	CPI 3% min to 5% max
Toter Provided Unlimited Monthly Collection of Refuse, Recycling, and Yard Waste Cost (Single-Family / Senior Rate):	\$17.28	CPI 3% min to 5% max	CPI 3% min to 5% max
Toter Provided Unlimited Monthly Collection of Refuse, Recycling, and Yard Waste Cost (Multi-Family):	\$15.35	CPI 3% min to 5% max	CPI 3% min to 5% max
Additional Refuse Toter Rental (Per Month):	\$3.00	\$3.00	\$3.00
Additional Recycling Toter Rental (Per Month):	\$3.00	\$3.00	\$3.00
Yard Waste Toter Rental (Per Month, April – December):	\$3.00	\$3.00	\$3.00
Per Cubic Yard for Special Collection:	\$20.00	\$20.00	\$20.00
White Goods:	\$35.00	\$35.00	\$35.00
Additional Bulk Items:	\$25.00	\$25.00	\$25.00
Household Chemicals:	\$30.00	\$30.00	\$30.00



Agenda Item No: 11

City Council Agenda Supplement

Meeting Date:

January 3, 2023

Item:

Congress Parkway Roundabouts Agreements

Staff Recommendation:

1) Motion to adopt a Resolution authorizing the City Manager to execute a Roadway License agreement with the Commuter Rail Division of the Regional Transportation Authority for roadway construction at the intersection of Congress Parkway and Exchange Drive.

2) Motion to adopt a Resolution authorizing the City Manager to execute an Intergovernmental Agreement and Grant of Easement with the Commuter Rail Division of the Regional Transportation Authority for roadway construction at the intersection of Congress Parkway and Exchange Drive.

Staff Contact:

Michael Magnuson, Director of Public Works and Engineering
Kathryn Cowlin, Director of Community Development

Background:

The Congress Parkway Roundabout project includes the installation of a roundabout at the Congress Parkway and Exchange Drive intersection as well as the Congress Parkway and Federal Drive intersection to improve traffic flow and increase safety. Construction is scheduled to begin in 2023.

To construct the improvement, an easement for roadway use is needed from Metra at the northeast corner of Congress Parkway and Exchange Drive. Metra is willing to provide the required easement in exchange for allowing Metra to display platform advertising signage without requiring Metra or its contractor to obtain a permit and not charge Metra any fees. The proposed signs are located in the Union Pacific Railroad right-of-way. The City of Crystal Lake does not have authority to regulate or permit signage within the Union Pacific's property. The signage dimensions and placement will be consistent with the existing platform signs at the Downtown Metra Station.

During construction, the intersections will need to be closed to construct the center circular island. Appropriate detours will be provided with more details forthcoming. Exchange Drive, north of Congress Parkway, is a dead-end street with no available detour. Metra has agreed to allow the City to route local traffic through the access road at the Pingree Road Train Station during the closure for a fee of \$2,500. The closure will last approximately 2-3 weeks and the City will coordinate with the business owners along Exchange Drive.

The City's special counsel has reviewed and approved the agreements.

Votes Required to Pass:

Simple Majority



RESOLUTION

WHEREAS, the City desires to construct a roundabout at the Congress Parkway and Exchange Drive intersection; and

WHEREAS, the construction requires an easement for roadway use from the adjacent property owner at the northeast corner of the intersection; and

WHEREAS, the Commuter Rail Division of the Regional Transportation Authority (Metra) is the owner of said parcel that currently contains the Pingree Metra Station; and

WHEREAS, Metra is desirous to allow platform signage at the Pingree Metra Station within the right-of-way of the Union Pacific Railroad.

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

BE IT FURTHER RESOLVED that the City Manager be authorized to execute the Intergovernmental Agreement and Grant of Easement for 390 Pingree Road (PIN 19-04-426-004).

DATED this 3rd day of January, 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:

Haig Haleblian, MAYOR

SEAL

ATTEST

Nick Kachiroubas, CITY CLERK

PASSED: January 3, 2023

APPROVED: January 3, 2023

Draft



RESOLUTION

WHEREAS, the City desires to construct a roundabout at the Congress Parkway and Exchange Drive intersection; and

WHEREAS, the construction requires a detour of traffic during construction; and

WHEREAS, the Commuter Rail Division of the Regional Transportation Authority (Metra) has agreed to allow traffic to detour onto their property at the Pingree Road Metra Station.

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

BE IT FURTHER RESOLVED that the City Manager be authorized to execute the Roadway License Agreement for 390 Pingree Road (PIN 19-04-426-004); and

BE IT FURTHER RESOLVED that the City provide compensation in the amount of \$2,500 for the temporary use of the access road during construction.

DATED this 3rd day of January, 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By:

Haig Haleblian, MAYOR

SEAL

ATTEST

Nick Kachiroubas, CITY CLERK

PASSED: January 3, 2023

APPROVED: January 3, 2023

Draft

ROADWAY LICENSE

Prepared by:

Commuter Rail Division
547 West Jackson Boulevard
Chicago, Illinois 60661
Attn: Director, Real Estate and Contract
Management
Phone: (312) 322-8006

After recording return to:

City of Crystal Lake
100 West Woodstock Street
Crystal Lake, IL 60014
Attn:
Phone:

PIN: 19-04-426-004 (McHenry County)

(Above Space for Recorder's Use Only)

ROADWAY LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), Metra Agreement No. _____ is made by and between the Commuter Rail Division of the Regional Transportation Authority whose address is 547 West Jackson Boulevard, Chicago, Illinois 60661 ("Metra") and the City of Crystal Lake, a(n) Illinois municipal corporation, with offices located at 100 West Woodstock Street Crystal Lake, Illinois 60014 ("Licensee").

PRELIMINARY STATEMENT

Licensee is planning to construct a vehicular roundabout at the intersection of Exchange Drive and Congress Parkway which will require Licensee to close that intersection for an extended period of time. Licensee has requested and Metra agrees to allow traffic to use Metra's parking facility roadways to detour around the construction site.

NOW, THEREFORE, for and in consideration of payments to be made to Metra by Licensee, as hereinafter set forth, and also of the covenants and agreements hereinafter stated, Metra hereby grants to Licensee a non-exclusive license ("License") allowing traffic to detour around the construction using Metra's parking facility roadways ("Roadways"), and no other purpose, located at Hazel Avenue, (MP 41.8) in Crystal Lake, Illinois, on Metra's Union Pacific Northwest Line (GPS coordinates 42.233398, -88.299756), as delineated on **Exhibit "A"** ("License Premises") attached to and made a part of this Agreement.

THIS LICENSE is granted upon the following express conditions, terms, and covenants to be observed, kept, and performed by Licensee:

1. As one of the considerations for this License, Licensee agrees to pay to Metra the sum of \$2,500 for the cost of preparing this License, payable in advance.

2. Licensee shall provide adequate signage to the satisfaction of Metra in order to both instruct drivers of the detour and warning drivers to slow to a safe speed through the detour route on the Roadway through the parking facility.

3. Upon the opening of Exchange Drive and Congress Parkway following the completion of the roundabout, Licensee, at its own cost and expense, shall remove all signs installed for the detour as well as any debris and restore, or cause to be restored to the reasonable satisfaction of Metra, the License Premises and any other portion of Metra's property ("Property") that may be affected, as nearly as may be possible, to the same or better condition than that which existed immediately prior to commencement of such activities by Licensee. In the event Licensee fails to cause the License Premises and the Property to be restored to the reasonable satisfaction of Metra as provided for herein, Metra shall have the right to restore the License Premises and the Property and Licensee shall reimburse Metra for all costs and expenses incurred by Metra in its performance of the obligations imposed upon Licensee hereunder.

4. Licensee's contractor(s), if any, will be required to enter into a Right of Entry Agreement with Metra prior to any access to the License Premises or Property for the purpose(s) of installing adequate signage, pursuant to Section 2 above, constructing, repairing, or replacing the Roadways, if required. An application for a Right of Entry can be found at Metra's website: (http://metrarail.com/metra/en/home/metra_business/real_estate_leasing.html) or by contacting Metra's Right of Way Administrator at (312) 542-8189.

5. Any rights to the License Premises not specifically granted to Licensee herein are reserved to Metra and its successors and/or assigns.

6. Licensee shall not place, keep, store, or otherwise permit to be placed, kept or stored any equipment or materials on the License Premises or the Property except during such time as Licensee's employees, agents or contractors are physically present and conducting activities permitted under the terms of this License.

7. Licensee agrees that it will, immediately upon receipt of a statement showing the amount thereof, pay all costs of any and all work performed upon the right of way and tracks of Metra which shall be made necessary by the activities allowed pursuant to this License Agreement.

8. To the fullest extent permitted by law, Licensee hereby assumes and agrees to release, acquit and waive any rights against and forever discharge Metra, the Regional Transportation Authority ("RTA") and the Northeast Illinois Regional Commuter Railroad Corporation ("NIRCRC"), their respective directors, administrators, officers, employees, agents, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority from and against any and all claims, demands or liabilities imposed upon them by law or

otherwise of every kind, nature and character on account of personal injuries, including death at any time resulting therefrom, or on account of damage to or destruction of property arising out of or in any way relating to or occurring in connection with, the use of the License Premises or the Property for the purposes set forth in this Agreement, or which may occur to or be incurred by Licensee, its employees, officers, agents and all other persons, firms and corporations acting on Licensee's behalf or with Licensee's authority while on the License Premises or the Property, or arising from the condition of the License Premises or the Property during the term of this Agreement, unless such injuries or damages are caused by the actions, omissions or negligence of Metra, the RTA, or the NIRCRC. Notwithstanding anything in this License to the contrary, the releases and waivers contained in this paragraph shall survive termination of this License.

9. To the fullest extent permitted by law, the Licensee agrees to indemnify, defend and hold harmless Metra, the RTA and the NIRCRC, their respective directors, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including, without limitation, court costs and attorneys' fees) for claims, demands, actions, suits, proceedings, judgments, settlements arising out of or in any way relating to or occurring in connection with: (i) the activities permitted under the terms and provisions of this Agreement; (ii) the condition of the License Premises or Property; (iii) the failure to investigate claims; or (iv) which may occur to or be incurred, by the Licensee, its employees, officers, agents, and all other persons acting on its behalf while on the License Premises or Property, unless such injuries, liabilities, losses, damages, costs, payments or expenses are caused by the actions, omissions or negligence of Metra, the RTA or the NIRCRC. Metra agrees to notify the Licensee in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity provision. Licensee further agrees to defend Metra, the RTA, the NIRCRC, their respective directors, administrators, officers, agents and employees against any claims, suits, actions or proceedings filed against any of them with respect to the subject matter of this indemnity provision provided, however, that Metra, the RTA and the NIRCRC, may elect to participate in the defense thereof at their own expense or may, at their own expense, employ attorneys of their own selection to appear and defend the same on behalf of Metra, the RTA, the NIRCRC, and their respective directors, administrators, officers, agents or employees. The Licensee shall not enter into any compromise or settlement of any such claims, suits, actions or proceedings without the consent of Metra, the RTA and the NIRCRC, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive termination of this Agreement.

10. Metra recognizes that Licensee is a member of the Intergovernmental Risk Management Agency or "IRMA" and as such, Metra will not require additional insurance prior to the grant of this License. Licensee will be required to provide Metra's Risk Management Department (312) 322-1455 with proof of current IRMA membership and any limitations on the IRMA coverage. Licensee's contractor(s), if any, related to installing adequate signage, pursuant to Section 2 above, constructing, repairing, or replacing the Roadways, if required, on the License Premises or the Property will be required to enter into a Right of Entry Agreement with Metra pursuant to Section 4 above. Said Right of Entry Agreement will require Licensee's contractor(s) to provide Metra with proof of adequate insurance.

11. This License may be terminated by Metra effective immediately upon notice to Licensee if the License Premises, or any portion thereof, are needed for any Metra or railroad purposes as determined by Metra in its sole discretion or Licensee ceases to use the Roadways or violates any of the terms, conditions or provisions set forth in this License. In case of termination, Licensee shall remove from the License Premises any signage required pursuant to Section 2 and shall restore said Roadways on the License Premises to the same or better condition than that which existed prior to utilizing the Roadways as a detour around the roundabout construction site; or upon failure, neglect or refusal of Licensee to do so, Metra may make or cause to be made such removal and restoration, and the total cost thereof shall be paid by Licensee. This License shall be in place until the roundabout is completed and open for use by the public, unless terminated in accordance with the terms herein.

12. This License and all of the terms, conditions, rights and obligations herein contained shall inure to and be binding upon the Parties, their respective legal representatives, lessees, permittees, successors and/or assigns whether hereinabove so stated or not; but it is distinctly agreed that Licensee shall not assign its rights under this License without first having received the prior written consent of Metra.

13. All notices, demands and elections required or permitted to be given or made by either party upon the other under the terms of this License or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail, return receipt requested, with proper postage prepaid, or hand delivered to the respective addresses shown below or to such other party or address as either party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, or on the day of delivery if hand delivered.

- (a) Notices to Metra shall be sent to:

Metra
547 W. Jackson Boulevard
Chicago, Illinois 60661
Attn: Real Estate & Contract Management, Director
Phone: (312) 322-8006

- (b) Notices to Licensee shall be sent to:

City of Crystal Lake
100 West Woodstock Street
Crystal Lake, Illinois 60014
Attn: Deputy City Manager
Phone: 815-356-3663

With a copy to:

David F. Pardys
Swanson, Martin and Bell
1860 West Winchester Court, Suite 201
Libertyville, Illinois 60061
Phone: (847) 949-0035

14. This Agreement shall be governed by the internal laws of the State of Illinois. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the parties. No waiver of any obligation or default of Licensee shall be implied from omission by Metra to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day. This License constitutes the entire agreement between the parties with respect to the subject matter hereof.

LICENSEE ACKNOWLEDGES THAT INSTRUMENTS OF RECORD, COURT DECISIONS, OR THE LAWS OF THE STATE IN WHICH THE LICENSE PREMISES ARE LOCATED MAY LIMIT THE QUALITY OF METRA'S TITLE. LICENSEE FURTHER ACKNOWLEDGES THAT LICENSEE PURCHASES THE LICENSE SUBJECT TO THESE POSSIBLE LIMITATIONS ON THE TITLE AND ASSUMES ALL RESPONSIBILITY FOR INVESTIGATING THE TITLE TO THE LICENSE PREMISES AND THE APPLICABLE LAWS OF THE STATE.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of this _____ day of _____, 20__.

**COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION
AUTHORITY d/b/a METRA:**

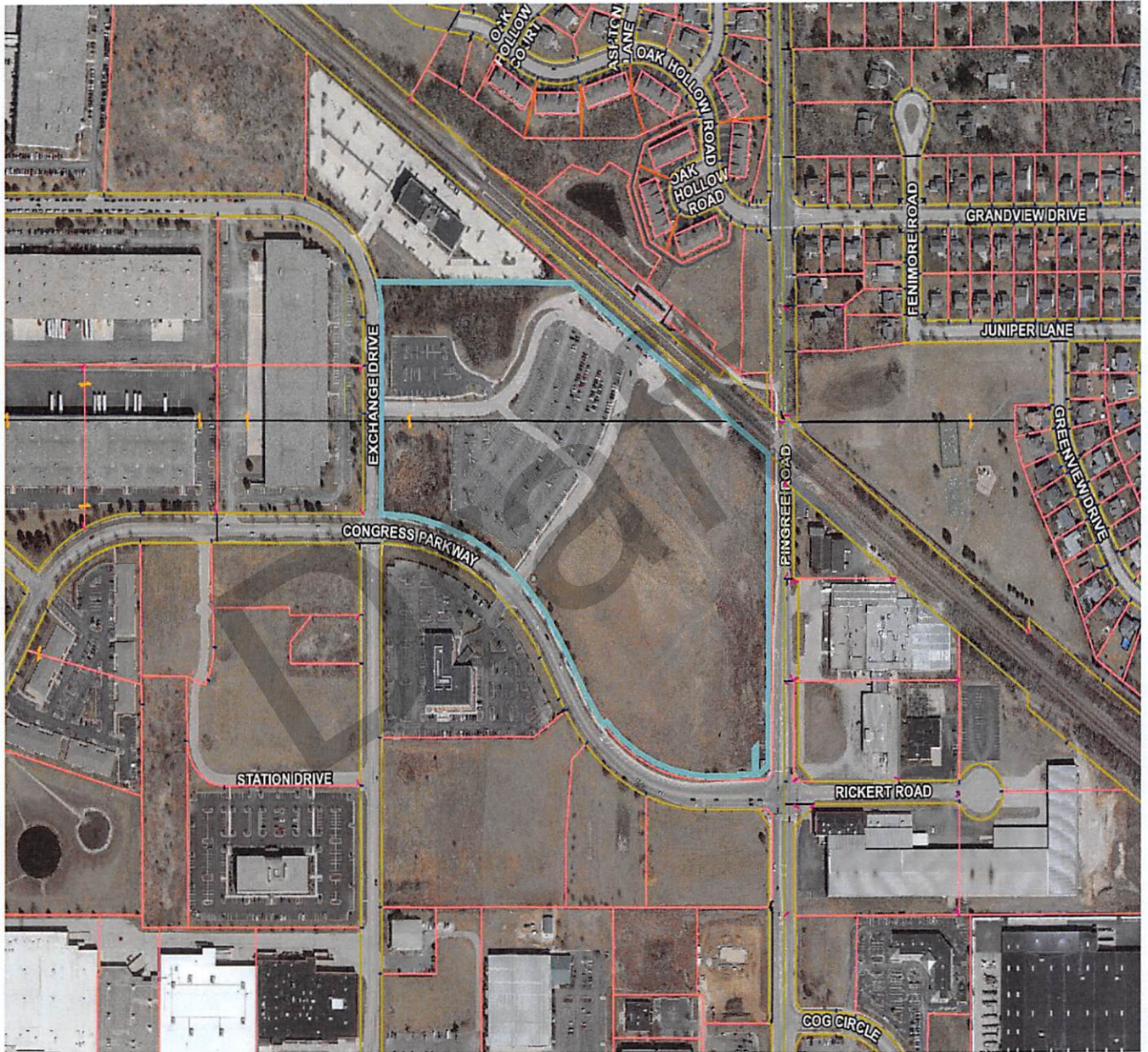
**LICENSEE,
CITY OF CRYSTAL LAKE:**

By: _____
James M. Derwinski
CEO/Executive Director

By: _____
Eric Helm
City Manager

Draft

Exhibit A- License Premises



EASEMENT AGREEMENT

Grantor:

Metra
547 W. Jackson Boulevard
Chicago, Illinois 60661
Attn: Director, Real Estate &
Contract Management
Phone: (312) 322-8006

After recording return to Grantee:

City of Crystal Lake
100 West Woodstock Drive
Crystal Lake, Illinois 60014
Attn: City Manager
Phone: (815) 459-2020

PIN: (portion of) 19-04-426-004
(McHenry County)

(Above Space for Recorder's Use Only)

INTERGOVERNMENTAL AGREEMENT AND GRANT OF EASEMENT

THIS INTERGOVERNMENTAL AGREEMENT AND GRANT OF EASEMENT is entered into by and between the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation ("Metra"), and the City of Crystal Lake, a municipal corporation of Illinois ("Grantee").

WHEREAS, Metra is the owner of that certain property commonly known as the Metra Pingree Road Commuter Station (hereinafter the "Pingree Road Commuter Station") on the Union Pacific Northwest Line (MP 41.8), located at the Northwest corner of Exchange Drive and Congress Drive in the City of Crystal Lake and further identified by PIN # 19-04-426-004 (the "**Property**") and

WHEREAS, the Grantee intends to construct and maintain a roundabout, for public roadway purposes at the intersection of Exchange Drive and Congress Parkway which will require an easement over a portion of the Property as legally described in Exhibit A and depicted in Exhibit B (the "**Easement Premises**"), each of which is attached hereto and made a part hereof; and

WHEREAS, Metra desires to erect and display certain advertising signage at the Pingree Road Station ("**Advertising Signs**") as indicated on Exhibit C, attached hereto.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter stated, Metra and the Grantee agree as follows:

Recitals. The foregoing recitals are hereby repeated and incorporated as though fully set forth herein.

Grant of Easement. Metra hereby grants to Grantee a permanent and perpetual easement (the “**Easement**”) over and upon the **Easement Premises** to construct and install a traffic roundabout (the “**Roundabout**”), for public roadway purposes, and thereafter to maintain, repair, operate, reconstruct, and renew the same during the continuance of this **Easement**.

This **Easement** is granted upon the following express conditions, terms, and covenants to be observed, kept, and performed by Grantee:

1. Grantee agrees to allow Metra, or Metra’s advertising contractor, to display four (4) third-party **Advertising Signs** as indicated on **Exhibit C** without requiring Metra, or its contractor, to obtain a permit or permits or pay Grantee any fees for the signage for so long as the **Easement** is in place. Further, the parties agree that Metra will have the option to place one additional sign (the “**Additional Sign**”) adjacent to the back of the platform. Said **Additional Sign** shall be located within the railroad right away and upon the same diagonal line on which the signs identified as Triad #1 through Triad #4 on **Exhibit C** are located. The **Additional Sign** shall have the same, or nearly the same, specs as signs Triad #1 through Triad #4, as illustrated on **Exhibit C**.

2. Said **Roundabout** shall be constructed in accordance with the plans and specifications approved in advance by Metra. The installation of said **Roundabout**, including but not limited to, the time and manner of doing all of the work or of any maintenance, repairs, replacements, reconstruction or renewals upon the **Easement Premises** or the adjacent **Property**, shall be as directed by Metra’s authorized representatives. All said work shall be done at Grantee’s sole cost and expense, in a good and workmanlike manner.

3. Upon completion of the initial construction of the **Roundabout**, and upon completion of any subsequent reconstruction, replacement, repair or maintenance of the **Roundabout** subsequent to its construction, Grantee, at its own cost and expense, shall remove any debris and restore, or cause to be restored to the reasonable satisfaction of Metra, any affected portion of the **Property** as nearly as may be, to the same or better condition than that which existed immediately prior to commencement of such activities by Grantee.

4. Metra shall permit Grantee reasonable right of entry to the **Property** for the purpose of routine maintenance and operation of the **Easement Premises** and the **Roundabout**. Grantee’s contractor(s) will be required to enter into a **Right of Entry Agreement** with Metra prior to any access to the **Property** for the purpose(s) of

installation, construction, reconstruction, repair, replacement, or removal of said **Roundabout**. An application for a Right of Entry can be found at Metra's website: (http://metrarail.com/metra/en/home/metra_business/real_estate_leasing.html) or by contacting Metra's Right of Way Administrator at 312-322-8016. Grantee shall contact Metra's Right of Way Administrator prior to performing any construction, revision, or action to the **Roundabout** or on the **Easement Premises** or **Property** beyond that which would be reasonably considered routine maintenance and/or operation of the **Roundabout**.

5. Any rights to the **Easement Premises** not specifically granted to Grantee herein are reserved to Metra and its successors and/or assigns. The **Roundabout** shall be constructed, repaired, maintained, and operated in a manner so as not to interfere with efficient rail operations or any other business operations, or activities being conducted by Metra or Metra's tenants or permittees. This **Easement** is expressly subject to the rights of third parties to maintain utility and other improvements permitted by Metra on the **Easement Premises** and the **Property**. Metra reserves the exclusive right to grant future easements over, under, across or parallel to the **Easement Premises**, provided that such future easements do not materially interfere with the use of the **Roundabout** as a public roadway.

6. Grantee agrees that it will bear and pay the entire cost of constructing, maintaining, repairing, replacing, and operating said **Roundabout**.

7. Grantee shall not place, keep, store, or otherwise permit to be placed, kept, or stored on the **Easement Premises** or the **Property** any equipment or materials except during such time as Grantee's employees, agents or contractors are physically present and conducting activities permitted under the terms of this **Easement**. Grantee agrees that it shall not operate or cause to be operated any vehicle of any kind on the **Easement Premises**, on any track or on the **Property** without prior authorization from Metra's authorized representative; provided, however, that Grantee shall not be prohibited from operating Grantee's vehicles and equipment on any public crossing of Metra's tracks and rights of way. If deemed necessary by Metra, a flagman will be provided by Metra, the cost of such services to be paid by Grantee.

8. Grantee shall give to Metra reasonable advance written notice of the time when Grantee will commence any construction, replacement, repair or maintenance of said **Roundabout** in order that Metra may, if it so desires, have its representative(s) present for the purpose of directing said work so that the same may be done in a manner satisfactory to Metra.

9. Grantee agrees that should the construction, maintenance, operation, repair, or presence of the **Roundabout** necessitate any change or alteration in the location or arrangement of any other wires, appurtenances or other improvements located on the **Easement Premises** or the **Property**, the cost of such change or alteration shall be paid by Grantee.

10. Grantee shall, at all times, construct, replace, repair, maintain and operate said **Roundabout** in a secure, safe and sanitary condition and in accordance with all applicable laws, ordinances, rules, and regulations. Grantee shall take all reasonable safety precautions to adequately secure the **Easement Premises**, warn of risks and ensure the safety of the public during periods of construction, reconstruction, replacement, repair, maintenance and operation of the **Roundabout**. If the manner of constructing, repairing, maintaining, replacing or operating said **Roundabout** shall at any time be in violation of any applicable law, rule, regulation or ordinance, then Grantee, at no cost or expense to Metra and upon receipt of appropriate notice from a governmental agency having enforcement jurisdiction over the **Easement Premises**, shall make such changes or repairs as shall be necessary. Failure or refusal of Grantee to make the required changes or repairs within the time prescribed by said agency shall terminate this **Easement**, provided that it shall not terminate as long as Grantee, in good faith and by pursuit of appropriate legal or equitable remedies, enjoins, defends against, appeals from or pursues other lawful measures to avoid the enforcement of said laws, ordinances, rules or regulations.

11. To the fullest extent permitted by law, Grantee hereby assumes and agrees to release, acquit and waive any rights against and forever discharge Metra, the Regional Transportation Authority (“**RTA**”) and the Northeast Illinois Regional Commuter Railroad Corporation (“**NIRCRC**”), their respective directors, administrators, officers, employees, agents, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death at any time resulting therefrom, or on account of damage to or destruction of property arising out of or in any way relating to or occurring in connection with, the use of the **Easement Premises** or the **Property** for the purposes set forth in this Agreement, or which may occur to or be incurred by Grantee, its employees, officers, agents and all other persons, firms and corporations acting on Grantee’s behalf or with Grantee’s authority while on the **Easement Premises** or **Property** or arising from the condition of the **Easement Premises** or the **Property** during the term of this Agreement, unless such injuries or damages are caused by the actions, omissions or negligence of Metra, the **RTA**, or the **NIRCRC**. Notwithstanding anything in this Agreement to the contrary, the releases and waivers contained in this paragraph shall survive termination of this Agreement.

12. To the fullest extent permitted by law, Grantee agrees to indemnify, defend and hold harmless Metra, the **RTA** and the **NIRCRC**, their respective directors, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including court costs and attorneys’ fees) as a result of claims, demands, actions, suits, proceedings, judgments or settlements, arising out of or in any way relating to or occurring in connection with, the use of the **Easement Premises** or the **Property** for the purposes set forth in this Agreement, or the condition of the **Easement Premises** or the **Property**, or which may occur to or be incurred by Grantee, its employees,

officers, agents, and all other persons, firms and corporations acting on Grantee's behalf or with Grantee's authority while on the **Easement Premises** or the **Property**, unless such injuries, liabilities, losses, damages, costs, payments or expenses are caused by the actions, omissions or negligence of Metra, the **RTA** or the **NIRCRC**. Metra agrees to notify Grantee in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity provision. Grantee further agrees to defend Metra, the **RTA**, the **NIRCRC**, their respective directors, administrators, officers, agents and employees against any claims, suits, actions or proceedings filed against any of them with respect to the subject matter of this indemnity provision, whether such claims, suits, actions or proceedings are rightfully or wrongfully made or filed; provided, however, that Metra, the **RTA** and the **NIRCRC**, may elect to participate in the defense thereof at their own expense or may, at their own expense, employ attorneys of their own selection to appear and defend the same on behalf of Metra, the **RTA**, the **NIRCRC**, and their respective directors, administrators, officers, agents or employees. Grantee shall not enter into any compromise, or settlement of any such claims, suits, actions or proceedings without the consent of Metra, the **RTA** and the **NIRCRC**, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive termination of this Agreement.

13. Metra recognizes that Grantee is a member of the Intergovernmental Risk Management Agency or IRMA and as such, Metra will not require additional insurance prior to the grant of **Easement**. Grantee's contractor(s) constructing, repairing, or replacing the **Roundabout** on the **Easement Premises** or the **Property** will be required to enter into a Right of Entry Agreement with Metra pursuant to Section 4 above. Said Right of Entry Agreement will require Grantee's contractor(s) to provide Metra with proof of adequate insurance.

14. This **Easement** may be terminated by Metra upon not less than one (1) year written notice to the Grantee if the **Easement Premises**, or any portion thereof, are needed for any Metra or railroad purposes as determined by Metra in its sole discretion or Grantee ceases to operate or maintain the **Roundabout** or violates any of the terms, conditions or provisions set forth in this **Easement**. In case of termination, Grantee shall remove from the **Easement Premises** said **Roundabout** and shall restore said **Easement Premises** to the same or better condition than that which existed prior to the **construction** and installation of said **Roundabout**; or upon failure, neglect or refusal of Grantee to do so, Metra may make or cause to be made such removal and restoration, and the total cost hereof shall be paid by Grantee; or, if Metra shall so elect, it may treat the said **Roundabout** as abandoned by Grantee and may make such disposition thereof as it may see fit.

15. This Agreement and all of the terms, conditions, rights and obligations herein contained shall inure to and be binding upon the Parties, their respective legal representatives, lessees, permittees, successors and/or assigns whether hereinabove so stated or not; but it is distinctly agreed that Grantee shall not assign its rights under this **Easement** without first having received the prior written consent of Metra.

16. All payments required to be made by Grantee to Metra under the terms, conditions, or provisions of this **Easement** shall be made within sixty (60) days of Grantee's receipt of any demand or invoice from Metra evidencing the amount of the indebtedness due. Payments not made within said sixty (60) day period shall accrue interest at a rate of one-and one-half percent (1 ½%) per month or the highest amount permitted by Illinois law, whichever is less, from the date payment is due until paid.

17. All notices, demands and elections required or permitted to be given or made by either party upon the other under the terms of this **Easement** or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail, return receipt requested, with proper postage prepaid, or hand delivered to the respective addresses on Page 1 of this Easement Agreement or to such other party or address as either party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, or on the day of delivery if hand delivered.

18. This Agreement shall be governed by the internal laws of the State of Illinois. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the Parties. No waiver of any obligation or default of Grantee shall be implied from omission by Metra to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day. This **Easement** constitutes the entire agreement between the Parties with respect to the subject matter hereof.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have duly executed this **Easement Agreement** as of this _____ day of _____, 20__.

GRANTOR, THE COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY (METRA):	GRANTEE, THE CITY OF CRYSTAL LAKE:
By: _____ James M. Derwinski CEO/Executive Director	By: _____ Name: _____ Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF MCHENRY)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Eric T. Helm, personally known to me to be the City Manager of the City of Crystal Lake, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day and acknowledged that as the City Manager of the City of Crystal Lake, he signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of the City of Crystal Lake for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2022.

Notary Public

My commission expires: _____(SEAL)

STATE OF ILLINOIS)

COUNTY OF COOK) SS
)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James M. Derwinski, personally known to me to be the CEO/Executive Director of The Commuter Rail Division of the Regional Transportation Authority (Metra) and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day and acknowledged that as the CEO/Executive Director of the Commuter Rail Division of the Regional Transportation Authority (Metra) he signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of The Commuter Rail Division of the Regional Transportation Authority (Metra) for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2022.

Notary Public

My commission expires: _____

(SEAL)

Exhibit A

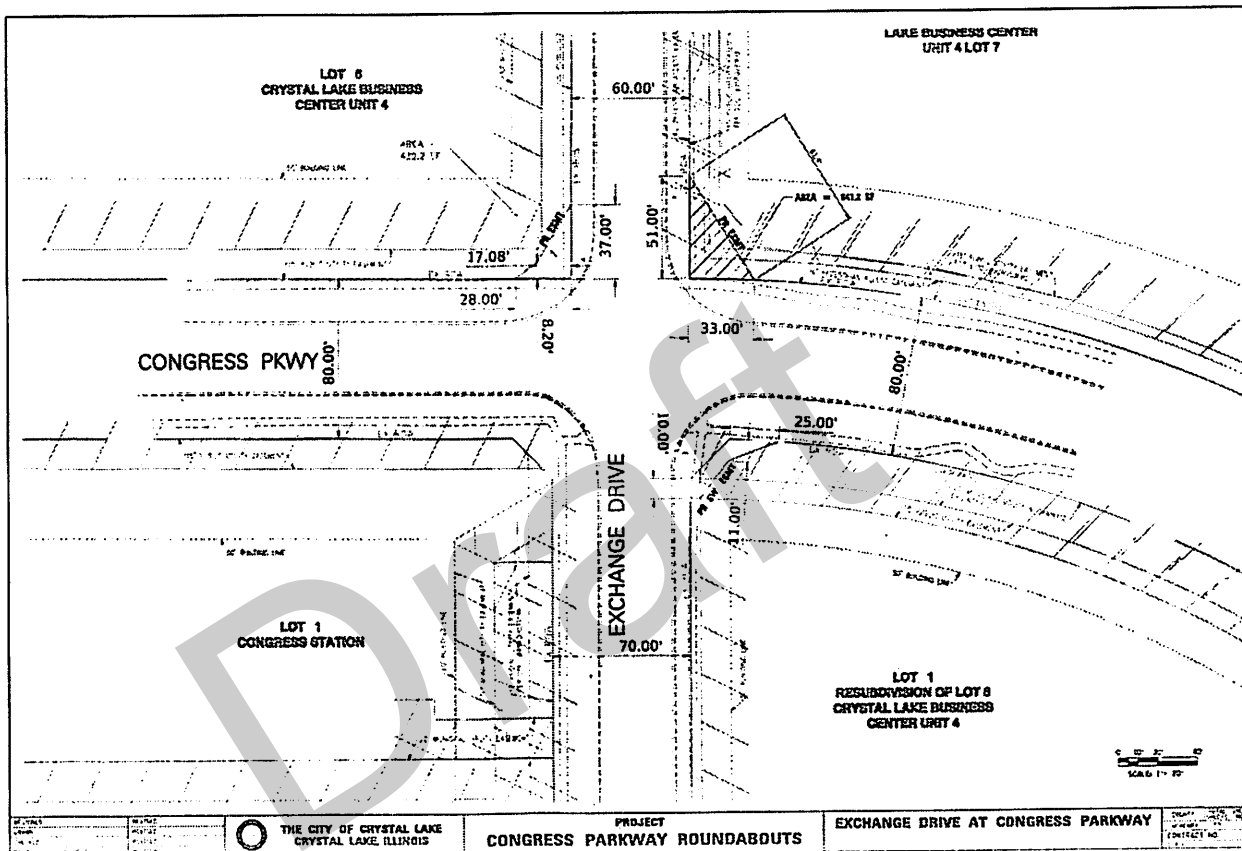
Legal Description of Easement Premises

THAT PART OF LOT 7 IN CRYSTAL LAKE BUSINESS CENTER UNIT 4, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 5, 1995 AS DOCUMENT NO. 95R53680, AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED JANUARY 22, 1996 AS DOCUMENT NO. 96R003575, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH ALONG THE WEST LINE OF SAID LOT, 51.00 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A LINE, 61.4 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT THAT IS 33.00 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT; AND THENCE WEST ALONG THE SOUTH LINE OF SAID LOT TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

Draft

Exhibit B

Depiction of Easement Premises





Agenda Item No: 12

**City Council
Agenda Supplement**

Meeting Date:

January 3, 2023

Item:

Proposal Award - Professional Services for the Development of Optimized Winter Snow Plow Routes

Staff Recommendation:

Motion to award the proposal for Snow Plow Route Optimization Services to the most qualified, responsible and responsive proposer, Univerus Inc., and adopt a Resolution authorizing the City Manager to execute an agreement with Univerus, Inc. in the amount of \$57,237.00 with a 10% contingency for changes in scope and approve warranted completion date extensions.

Staff Contact:

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

Background:

It is important that the City's winter maintenance operations are managed as efficiently as possible to minimize costs while providing residents and businesses with a high level of service. The City is currently responsible for winter maintenance (snow/ice removal) on 341 lane miles of City streets and 11 lane miles of State roadways. Existing routes utilize eighteen winter maintenance vehicles routed from one maintenance garage.

Recent residential growth (Woodlore Subdivision, the Springs at Three Oaks, Redwood of Crystal Lake) will add additional streets to the City's maintenance responsibilities. The City's Public Works Department is also proposing to add an additional salt storage building on or near the City's Wastewater Treatment Plant 2 located on Dartmoor Drive. These factors and others have implications on winter maintenance operations.

This project will develop new optimized winter maintenance routes for the City of Crystal Lake that minimize winter maintenance costs while successfully achieving the City's winter maintenance expectations. The project will evaluate multiple scenarios and take into consideration various elements of winter maintenance operations including truck carrying capacity (salt), plow configurations, differing road types, etc. The project will optimize the routes to balance service times across the City. The project will also identify the impacts of new development and a new salt storage facility on service times. Route optimization is used in a variety of private-sector

industries and government for activities such as refuse collection, street sweeping and delivery companies to minimize costs and meet customer expectations.

The proposers were also asked about snow plow routing (GPS) services. During winter maintenance operations, there is often the need to substitute route drivers due to time off, illness, etc. Substitute drivers are often unfamiliar with a route and currently rely on paper maps for directions. The project will also provide a software application to load onto a tablet (iPad or android) that will be available for three snow plow routes. The devices will provide visual and audible navigation for drivers similar to GPS routing that people use for navigation to destinations. This will improve efficiency for substitute route drivers and ensure route completion. This program may be expanded in future years.

Consultant Selection Process

The Public Works Department followed the City’s Purchasing Policy with an open solicitation of proposals for this project. The City received proposals from three firms; Univerus, Quetica Consulting and Engineering, and RouteSmart Technologies. The proposals were reviewed based on the consultants’ response to the RFP, qualifications, experience, and proposed staff for this specific project. The City interviewed all three firms and determined that two firms (Univerus and Quetica Consulting and Engineering) offered the services that met the requirements of the City’s RFP. These two firms were then asked to submit price proposals for the optimization scope and on-board navigation application.

The following provides a summary of costs:

	√ Univerus Inc.	Quetica Consulting and Engineering	*Route Smart Technologies
Route Optimization	\$49,607.00	\$66,170.00	n/a
On-Board Navigation	\$7,630.00	\$6,750	n/a
<i>TOTAL</i>	<i>\$57,237.00</i>	<i>\$72,920.00</i>	<i>n/a</i>

√ Lowest recommended proposer

**Did not meet required Specifications*

Recommendation:

This contract is being presented pursuant to the request for proposal process. Under such process, the contract is to be awarded to the vendor whose proposal “will be the most advantageous to the City”. City staff has reviewed the proposals received, and determined that the recommended consultant meets the requirements for the project and therefore will be the most well-suited for the project.

Based on the proposals received and the experience and qualifications noted, it is the recommendation of Public Works staff to select Univerus, Inc. to provide snow plow route Optimization services. Univerus has provided route optimization services to a number of agencies including the City of Wheaton, Illinois, Lakeshore Recycling Systems (LRS), and the Wisconsin Department of Transportation. Funds for this improvement are budgeted in FY2022/2023.

Votes Required to Pass:

Simple Majority



RESOLUTION

WHEREAS, the CITY OF CRYSTAL LAKE has identified the need to evaluate, update and optimize snow plow routes for winter maintenance operations; and

WHEREAS in order to ensure snow plow routes are optimized to minimize cost while delivering a high level of service, consulting services are required; and

WHEREAS the CITY OF CRYSTAL LAKE received proposals for Snow Plow Route Optimization Services on November 16, 2022; and

WHEREAS the most qualified, responsible, and responsive proposer was Univerus 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 City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Univerus Inc. for Snow Plow Route Optimization Services in the amount of \$57,237; and

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

DATED this 3rd day of January, 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Halebian, MAYOR

SEAL

ATTEST

Nick Kachiroubas, CITY CLERK

PASSED: January 3, 2023

APPROVED: January 3, 2023

Draft



Agenda Item No: 13

**City Council
Agenda Supplement**

Meeting Date:

January 3, 2023

Item:

Proposal Award – Lead Service Line Replacement Engineering Services

Staff Recommendation:

Motion to adopt a Resolution authorizing the City Manager to execute an agreement with Fehr Graham for the Lead Service Line Replacement Engineering Services for one year with four annual renewals allowing for a 10% annual contingency for unforeseen changes.

Staff Contact:

Michael P. Magnuson, P.E. Director of Public Works and Engineering
Abigail Wilgreen, P.E., CFM, City Engineer

Background:

Water service lines are the connection between the City's water main in the street and a building. The City is responsible for the portion of the service line that extends from the water main connection to the shut off valve (b-box) in the parkway. Homeowner's are responsible for the portion of the service line that extends from the b-box into the house. The State of Illinois recently enacted the Lead Service Line Replacement and Notification Act (Public Act 1002-0613) that requires municipalities to start replacing lead service lines in 2027 with a requirement to have all lead services lines replaced in the future based on the total number of lead service lines in a community. For Crystal Lake, with approximately 1,500 – 2,000 lead service lines, the deadline is in 17 years (2044). The City does not have any lead water mains. The law also contains various other requirements related to repairs and notification of lead service lines.

State and Federal funding is currently available through the Illinois Environmental Protection Agency (IEPA) to start replacing lead service lines through low-interest loans that may include some or complete loan forgiveness up to \$4 million annually. This funding is limited and there is no guarantee there will be adequate funds for all municipalities in the State in the future. If awarded State or Federal funds, IEPA funding mandates that the entire lead service line is replaced (City and property owner private side). If the City does not receive State or Federal funding with loan forgiveness, an alternative funding mechanism will be researched. Should funding not be available or provided at a reduced amount, the scope and fee of the engineering contract will be reduced accordingly.

City staff has been proactive in completing the required preliminary engineering and detailed Project Plan in order to be eligible for IPEA loan funding. The City has received a Preliminary Environmental Impact Determination (PEID) from the IEPA. The City will be applying to the

IEPA this year for \$4 million dollars in loan forgiveness (current annual cap for loan forgiveness) to replace approximately 300-400 lead service lines in 2023. The City has also started replacing lead service lines as part of current water main projects such as the Main Street/Illinois Route 176 improvements as required by the law. If the \$4 million dollars in annual funding is available each year, staff estimates replacing all lead service lines in the next five to six years.

In order to implement an annual program of this size, consulting engineering services are required to assist with the detailed home surveys, preparation of engineering plans, IEPA loan documents and construction management assistance during construction.

Consultant Selection Process

The Public Works and Engineering Department followed the City’s Purchasing Policy to solicit proposals from consulting engineering firms for this project. The City received proposals from four firms. This scope of work is relatively new to the industry and City staff wanted to ensure that the City retained a consultant with experience in completing this type of work. Therefore, a two-tiered approach was utilized. First the proposals were reviewed based on the consultants’ qualifications and similar work with the IEPA, home survey experience, and proposed staff for this specific project. The following summarizes the qualification review:

<i>Consultant</i>	<i>Specific IEPA LSL Replacement Project Experience</i>
Baxter and Woodman	Yes
Fehr Graham	Yes
Gewalt Hamilton	No
Trotter & Associates	No

Baxter and Woodman and Fehr Graham were the only two consultants that demonstrated recent experience in designing projects specifically to meet the new State of Illinois Requirements. Therefore, staff conducted an interview with each firm and requested a price proposal.

Costs and hours were requested from both firms for the five years. The following provides a summary of costs:

	<i>√ Fehr Graham</i>		<i>Baxter and Woodman</i>	
	Hours	Fee	Hours	Fee
Year 1	630	\$139,350.00	466	\$141,461.00
Year 2	532	\$135,320.00	427	\$137,666.00
Year 3	512	\$140,012.00	427	\$141,148.00
Year 4	492	\$144,544.00	427	\$144,869.21
Year 5	492	\$151,856.00	427	\$148,690.00
<i>Total</i>	<i>2,660</i>	<i>\$711,082.00</i>	<i>2,174</i>	<i>\$713,834.21</i>

√ Recommended proposer

City staff feels that Fehr Graham’s proposed number of hours is the most appropriate for the scope of work expected by the City.

When the qualifications and costs were considered together to determine which firm offers the City the best balance of qualifications and cost (value index below), Fehr Graham was the highest ranked consultant.

Lead Service Line Replacement Survey and Design Services - Interview Ranking

Proposal Ranking Excellent = 5 Very Good = 4 Good = 3 Acceptable = 2 Poor = 1 Unacceptable = 0	Committee's Relative Weight of Importance	Fehr Graham		Baxter & Woodman	
		Rating (0-5)	Weighted Rating	Rating (0-5)	Weighted Rating
Criteria	(1-10)				
Clearly demonstrated ability to conduct survey and create bid specs	9	4.5	40.50	2.5	22.50
Outlined efficient methodology for data collection and home survey	10	4.25	42.50	3.25	32.50
Overall presentation (how well did the interview & presentation match the provided scope)	8	4.75	38.00	2.75	22.00
Met expectations regarding resident communication	5	4	20.00	4	20.00
Total Weighted Rating	32		141.00		97.00
INTERVIEW RANKING		4.41		3.03	
Total Cost		\$711,082.00		\$713,834.21	
Relative Cost Ranking (Formula) (2.5 = avg. cost, points awarded/deducted for fee compared to avg) Avg. cost = \$712,419		2.500		2.490	
TOTAL VALUE RANKING =		3.45		2.76	

Recommendation:

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

Based on the proposals received, the City’s evaluation criteria and the detailed review by staff, it is the recommendation of staff that Fehr Graham be selected for the lead service line replacement survey and design services project. Fehr Graham has previously worked on various City projects and has done a good job. Sufficient funds are available in the Fiscal Year 2022/2023 Capital Budget for this project.

Votes Required to Pass:

Simple majority



RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE is desirous of starting to replace lead water service lines in the City with federal and state funds administered by the Environmental Protection Agency (IEPA); and

WHEREAS, the CITY requires consultant engineering services to conduct the necessary surveys, design engineering and construction engineering services; and

WHEREAS, proposals were publically solicited and reviewed, resulting in a determination that Fehr Graham offered a proposal that is the most advantageous to the City.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute an agreement with Fehr Graham for the Lead Service Line Replacement Survey and Design Services for a one-year contract at a not-to-exceed amount of \$139,350.00 with the option to extend the contract annually for a total of five years with a total not-to-exceed amount of \$711,082.00 over the five years; and

BE IT FURTHER RESOLVED that the City Manager is authorized to approve warranted changes orders for up to ten percent (10%) of the annual agreement value and to approve warranted time extensions.

DATED this 3rd day of January, 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblan, MAYOR

SEAL

ATTEST

Nick Kachiroubas, CITY CLERK

PASSED: January 3, 2023

APPROVED: January 3, 2023

Draft



Agenda Item No: 14

City Council Agenda Supplement

Meeting Date:

January 3, 2023

Item:

Bid Award - Water Treatment Chemicals

Staff Recommendation:

Motion to award the contract to the lowest responsive and responsible bidder for Liquid Hydrofluosilicic Acid, Ortho Poly Phosphate, and Gaseous Chlorine to Hawkins Inc., and adopt a Resolution authorizing the City Manager to execute a one-year contract with Hawkins Inc. in the submitted bid amounts and authorize quarterly adjustments.

Staff Contact:

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

Background:

The City of Crystal Lake annually requests bids for chemicals used in the water treatment process. The term of the contracts has historically been one year with an option for a second year at a given bid price. The chemicals used are chlorine (gaseous form) for disinfection, ortho poly phosphates for corrosion control and sequestration, and hydrofluosilicic acid (fluoride). These chemicals are used at the City's five water treatment plants to comply with drinking water standards set by the Illinois Environmental Protection Agency (IEPA).

Continued supply chain and global demand issues associated with the production of the raw materials utilized to produce chlorine gas and ortho poly phosphate have resulted in the material suppliers to our current vendors asserting claims of "force majeure" and imposing cost increases during 2022. Staff has reached out to multiple vendors that have historically bid on the City's contract and they have stated that they will not enter into a one-year fixed-price contract with customers because the supply is very limited and the market pricing is volatile.

The City advertised for bids with a one-year term with an option for the supplier to offer revised quarterly pricing. Quarterly quotes must be submitted 14 working days prior to the start of a new quarter (April/July/October), excluding January 2023. Price escalations/reductions must be presented for approval based on changes in the Producer's Price Index (PPI) or based on other documentation provided by the supplier and based on mutual agreement. If the supplier and the City cannot come to an agreement, the City has the right to re-bid. Both parties acknowledge the extra ordinary circumstance is a direct result of the current condition of the market due to the

Covid-19 Pandemic and the war in Ukraine (global phosphate supply issues). On December 22, 2022, the City of Crystal Lake publicly opened and read aloud the bids received for purchasing water treatment chemicals. Prices were requested for a one-year contract with a company(s) that can provide and deliver ortho poly phosphate, liquid hydrofluosilicic acid and gaseous chlorine.

The following is a breakdown of the bids received:

	√Hawkins	Alexander	Carus Corp	Shannon
Base Year 2023				
Liquid Hydrofluosilicic Acid (Gal.)	\$4.67	\$28.757	No Bid	No Bid
Ortho Poly Phosphate (Gal.)	\$11.47	No Bid	\$14.136	\$61.22
Chlorine Gas (Lb.)	\$1.45	\$1.507	No Bid	No Bid

√ Indicates recommended lowest responsible, responsive bidder.

For comparison purposes, the 2021 unit prices (prior to the market volatility) are listed below:

	2021 Price
Liquid Hydrofluosilicic Acid (Gal.)	\$3.29
Ortho Poly Phosphate (Gal.)	\$4.674
Chlorine Gas (Lb.)	\$0.31

Recommendation:

The Public Works Department has reviewed all bids received for completeness and accuracy in accordance with the invitation to bid document. The City has worked with this vendor previously. It is staff's recommendation to award a one-year contract to Hawkins Inc. for Liquid Hydrofluosilicic Acid, Chlorine Gas, and Ortho Poly Phosphate in the submitted bid amounts, with the option for price escalations/reductions based on changes in the Producer's Price Index (PPI) or based on other documentation provided by the supplier and based on mutual agreement.

Votes Required to Pass:

Simple Majority



RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE is required by the Illinois Environmental Protection Agency (IEPA) to meet drinking water standards and therefore requires various chemicals to meet these standards; and

WHEREAS the CITY OF CRYSTAL LAKE received and publicly opened bids for Water Treatment Chemicals on December 22, 2022; and

WHEREAS the lowest responsive and responsible bidder for Liquid Hydrofluosilicic Acid, Chlorine Gas, and Ortho Poly Phosphate was Hawkins 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 City Manager is authorized to execute a one-year contract between the CITY OF CRYSTAL LAKE and Hawkins Inc. for the purchase and delivery of Liquid Hydrofluosilicic Acid, Chlorine Gas, and Ortho Poly Phosphate in the unit prices bid; and

BE IT FURTHER RESOLVED that the City Manager is authorized to approve quarterly changes in the unit prices for chemicals based on documentation provided by Hawkins Inc. and reviewed by the City.

DATED this 3rd day of January 2023.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblan, MAYOR

SEAL

ATTEST

Nick Kachiroubas, CITY CLERK

PASSED: January 3, 2023

APPROVED: January 3, 2023

Draft